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STATE OF NEW HAMPSHIRE  
 DEPARTMENT of NATURAL and CULTURAL RESOURCES  
**DIVISION of PARKS and RECREATION**  
 172 Pembroke Road Concord, New Hampshire 03301  
 Phone: (603) 271-3556 Fax: (603) 271-3553  
 Web: www.nhstateparks.org

September 27, 2017

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) to amend a Concession Contract with Boston Culinary Group, Inc. d/b/a Centerplate of Stamford, CT for Food Service Concession at Cannon Mountain Ski Area and the Flume Gorge by extending the completion date to April 30, 2018 from the original completion date of November 1, 2017. The contract is commission based and no State funding is involved in this time extension. The original contract was approved by Governor and Executive Council (G&C) on October 21, 2005, Late Item #113; a contract exercising a renewal option was approved by G&C on June 4, 2008, Item #34; an end-date amendment and a contract exercising a renewal option was approved by G&C on June 17, 2009, Item #56; and a contract exercising a renewal option was approved by G&C on November 12, 2014, Item #33.

**EXPLANATION**

On July 10, 2017, a Request for Proposals (RFP) for *“Food Service Concession at Cannon Mountain and the Flume Gorge”* was advertised on the Department of Administrative Services’ (DAS) website. A mandatory onsite meeting was held July 26, 2017 in which Boston Culinary Group (BCG) was the sole attendee and therefore the only company to pursue submission of a proposal. Although the RFP process followed DAS requirements, having received no other interest in the initial on-site visit that was required as part of the submission process, we did not have a sufficient pool of interested bidders to evaluate comparisons for consideration. As a result, the department felt it was in its best interest to withdraw the RFP and proceed with a subsequent posting in order to solicit responses from a broader pool of food service concession organizations.

Consequently, our current contract with BCG will expire on October 31, 2017. Therefore we are requesting a 6-month extension while we seek a new concession contract. The current commission rates shown below will remain the same during the extension period.

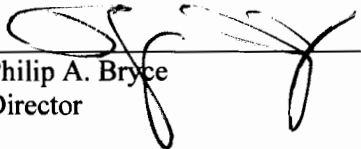
- Food: 17% on revenues from \$0-\$1,000,000 generated from November through April  
 10.5% on revenues from \$0-1,000,000 generated from May through October  
 22% on revenues over \$1,000,000 during BCG fiscal calendar year
- Alcohol: 18% on revenues from \$0-\$300,000 generated from November through April  
 10.5% on revenues from \$0-\$300,000 generated from May through October  
 28.5% on revenues over \$300,000 during BCG fiscal calendar year
- Catering: 10.5% on revenues from \$0-\$150,000  
 15% on revenues over \$150,000

Your approval of this Amendment will enable the Department to continue to provide a great visitor experience at Cannon Mountain and the Flume Gorge to include the continued ability to provide food and beverage concessions for visitors.

The Attorney General's office has approved this Amendment as to form, substance and execution.

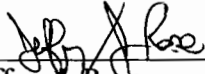
Respectfully submitted,

Concurred,



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Philip A. Bryce  
Director



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Jeffrey J. Rose  
Commissioner

**CONCESSION CONTRACT AMENDMENT**

This Concession Contract Amendment (Amendment) is dated \_\_\_\_\_, 2017 and is by and between the State of New Hampshire acting by and through the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) and Boston Culinary Group, Inc. d/b/a Centerplate (Concessionaire), Stamford, CT.

Whereas, pursuant to the current Concession Contract (hereinafter called the "Contract") for the operation of Food Service Concession at Cannon Mountain and the Flume Gorge for which: a 3-year contract through October 31, 2008 with a 3-year renewal option was approved by Governor and Executive Council (G&C) on October 21, 2005 (Late Item #113); a contract exercising the 3-year renewal option through October 31, 2011 with a 3-year renewal option was approved by G&C on June 4, 2008 (Item #34); an amendment of the end-date to October 31, 2009 from October 31, 2011 and a contract exercising the 3-year renewal option through October 31, 2014 with a 3-year renewal option was approved by the G&C on June 17, 2009 (Item #56); and a contract exercising the 3-year renewal option through October 31, 2017 was approved by G&C on November 12, 2014 (Item #33), the State agreed to the terms and conditions specified in the current Contract and in consideration of payment by the Concessionaire of certain sums specified therein; and

Whereas, the State undertook a competitive "Request for Proposal" (RFP) process in accordance with state procedure and only one vendor expressed interest, the RFP process was terminated;

Whereas the current Contract expires on October 31, 2017 not providing enough time to complete a new RFP process, solicit additional vendors, and allow for the transition of the operations to a new vendor; and

Whereas the current Concessionaire books events months in advance, particularly for the events held in the summer month; and

Whereas, Amendment of the current Contract to provide a delay in the expiration of the term will allow the Concessionaire to continue lawful payment of commissions and occupancy at Cannon Mountain and the Flume Gorge, and the State is agreeable to providing such delay;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Contract as set forth herein, the State and the Concessionaire hereby agree to amend the Contract as follows:

1. Section 2. TERMS OF CONTRACT is hereby amended to read:

The term of this Amendment shall be for 6-months, from November 1, 2017 through April 30, 2018.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

CONTINUANCE OF CONTRACT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Concessionaire Initials: \_\_\_\_\_  
Date: 9-27-17

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

**FOR THE CONCESSIONAIRE:**

**Boston Culinary Group, Inc. d/b/a Centerplate**

\_\_\_\_\_  
Duly Authorized \_\_\_\_\_ Date 9.27.17

STATE OF Connecticut  
COUNTY OF Fairfield

On this the 27th day of September, 2017, before me Jill Crowe, the undersigned officer, personally appeared Hadi Numanar, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal.

Jill Crowe  
Notary Public

My Commission Expires: **JILL CROWE**  
**NOTARY PUBLIC - CONNECTICUT**  
**MY COMMISSION EXPIRES MAY 31, 2022**

**FOR THE STATE:**

**Department of Natural and Cultural Resources**

Jeffrey J. Rose  
Jeffrey J. Rose, Commissioner \_\_\_\_\_ Date 9/28/17

*Approved as to Form, Substance and Execution:*

[Signature]  
Asst. Attorney General \_\_\_\_\_ Date 9/28/17

*Approved by the NH Governor and Executive Council:*

Item # \_\_\_\_\_ on \_\_\_\_\_, 2017

Concessionaire Initials: [Signature]  
Date: 9.27.17

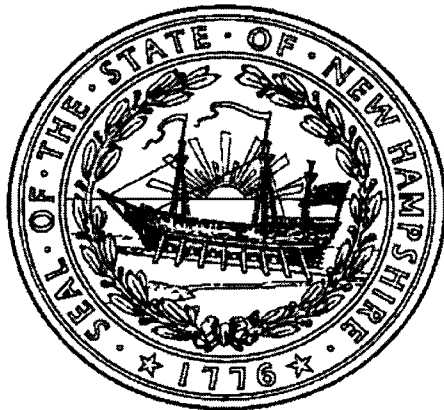
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BOSTON CULINARY GROUP, INC. is a Wisconsin Profit Corporation registered to transact business in New Hampshire on August 18, 1961. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 515



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of September A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

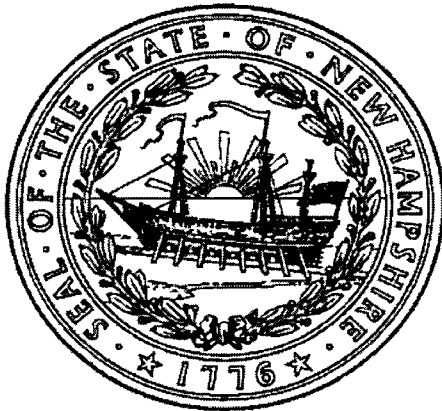
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CENTERPLATE is a New Hampshire Trade Name registered to transact business in New Hampshire on February 25, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 430001



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of September A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Corporate Resolution**

I, Alexander Powell, hereby certify that I am the Assistant Corporate Secretary of  
*(Name)*

Boston Culinary Group, Inc. d/b/a Centerplate. I hereby certify the following is a true copy of a vote  
*(Name of Corporation or LLC)*

taken at a meeting of the Board of Directors/shareholders, duly called and held on March 25, 2013  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Hadi Monavar, Executive Vice President and CFO is duly authorized to enter a  
*(Name and Title)*

Contract on behalf of Boston Culinary Group, Inc. d/b/a Centerplate with the  
*(Name of Corporation or LLC)*

Department of Natural and Cultural Resources, State of New Hampshire and further is  
*(Name of State Agency)*

Authorized to execute any documents which may in his/her judgment be  
desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full  
force and effect as of the September 27, 2017. I further certify that it is understood that the  
State of New Hampshire will rely on this certificate as evidence that the person listed above currently  
occupies the position indicated and that they have full authority to bind the corporation to the specific  
contract indicated.

**DATED: October 2, 2017**

**ATTEST:** VP, Legal + Associate General Counsel  
*(Name and Title)*

**OMNIBUS WRITTEN CONSENT IN LIEU OF A MEETING  
OF THE BOARD OF DIRECTORS, SOLE MEMBER AND MANAGER**

The undersigned, being all of the members of the board of directors, sole member or manager, as applicable, of each of the companies listed on Schedule 1 attached hereto (each a “Company” and collectively, the “Companies”) hereby take the following actions and adopt the following resolutions by written consent, as of the 28th day of March, 2013, in lieu of a meeting pursuant to Section 141(f) of the Delaware General Corporation Law, Section 18-404(d) of the Delaware Limited Liability Company Act, Section 8.21 of Chapter 156D of Massachusetts General Laws, Section 17-6301 (f) of the Kansas General Corporation Code, Section 2-409 of the Maryland General Corporation Law, Section 180.0821 of the Wisconsin Business Corporation Law, Section 8.21 of the Vermont Business Corporation Act, Section 33-749(a) of the Connecticut Business Corporation Act, Section 607.0821 of the Florida Business Corporation Act, Section 6.201 of the Texas Business Organizations Code, the New York Limited Liability Company Law, the Rhode Island Limited Liability Company Act, the Pennsylvania Limited Liability Company Act and the Massachusetts Limited Liability Company Act, as applicable for each Company:

**APPOINTMENT OF HADI MONAVAR**

**RESOLVED:** That the resignation of Kevin F. McNamara as an officer of each Company effective March 22, 2013 is hereby accepted, and it is further

**RESOLVED:** That effective March 25, 2013 the following individual is elected an officer of the Companies to serve until the next annual meeting, or until his successor is elected and qualified, or until his earlier death, disability resignation or removal in accordance with the By-laws or LLC Operating Agreement, as applicable, of each Company:

Hadi Monavar : Executive Vice President & Chief Financial Officer  
Hadi Monavar : Authorized Signer

**APPROVAL OF FIRST AMENDMENT TO CREDIT AGREEMENT**

**RESOLVED,** that the form, terms and provisions of the Consent and First Amendment to Credit Agreement, together with all exhibits, schedules and annexes thereto (collectively, the “Credit Agreement”; all capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Credit Agreement), by and among KPLT Holdings, Inc., a Delaware corporation (“KPLT”), Centerplate, Inc., a Delaware corporation (“Centerplate”), each of Centerplate’s direct or indirect Domestic Wholly-Owned Subsidiaries (together with KPLT and Centerplate, collectively as the “Borrowers” and individually each a “Borrower”), Centerplate, as Borrower Representative, Centerplate Holdings Corp., a Delaware corporation (“Ultimate Holdings”), the other Persons party thereto that are designated as a “Credit Party”, GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation (in its individual capacity, “GE Capital”), as Agent and as a Lender, and the other Lenders party



thereto, and the borrowings, the issuance of any letter of credit and guaranties of indebtedness thereunder, be, and they hereby are, authorized, adopted and approved in all respects; and

**RESOLVED**, that each Company's execution, delivery and performance of its obligations in connection with the Credit Agreement and any other Loan Document to which it is a party, be, and they hereby are, authorized and approved in all respects;

**RESOLVED**, that each of the Chief Executive Officer, the President, any Vice President, the Secretary, any Assistant Secretary, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Authorized Signer and any other officer of each Company, as applicable, (the "Authorized Officers") is hereby authorized and directed to negotiate the terms of and to execute and deliver the Credit Agreement, each other Loan Document and any and all other documents, certificates, instruments, notes or agreements required to consummate the transactions contemplated by the Credit Agreement in the name and on behalf of each Company, in the form approved by any Authorized Officer, with such changes therein and modifications and amendments thereto as any such Authorized Officer may in his or her sole discretion approve, which approval shall be conclusively, but not exclusively, evidenced by his or her execution thereof. Such execution by any of the Authorized Officers is hereby authorized to be by original hardcopy, facsimile or similar instantaneous electronic transmission device, as deemed necessary and preferable;

**RESOLVED**, that each Company's entrance into and performance of its obligations in connection with all Rate Contracts be, and hereby is, ratified and approved in all respects; and

#### **APPROVAL OF THE LOAN DOCUMENTS**

**RESOLVED**, that the form, terms and provisions of the Loan Documents to which any or all of the Companies are a party, including, without limitation, those pursuant to which they are a party through a joinder agreement, and all other documents, agreements, instruments or certificates required to be executed, delivered or filed by any Company in connection therewith, be, and they hereby are, authorized, adopted and approved;

**RESOLVED**, that the grants of security interest, the pledges of collateral (including, without limitation, pledges of equity and personal property as collateral) and the guarantees of the Companies, under the Loan Documents, be and they hereby are, authorized, adopted and approved; and

**RESOLVED**, that the board of directors, sole member and manager, as applicable, of each Company has determined that it is necessary and convenient for it to carry out its business and affairs, for each such Company to execute, deliver and perform the Loan Documents, including, without limitation, the performance of any guarantees;

**RESOLVED**, that each Company's execution and delivery of, and performance of its obligations under, the Loan Documents to which any or all of the Companies are a party, be, and hereby is, authorized and approved in all respects;

**RESOLVED**, that each of the Authorized Officers is hereby authorized and directed to negotiate the terms of and to execute and deliver the Loan Documents to which any or all of the Companies are a party and any and all other documents, certificates, instruments, notes, mortgages, guarantees or agreements required to consummate the transactions contemplated thereby in the name and on behalf of each Company, in the form approved, with such changes therein and modifications and amendments thereto as any of the Authorized Officers may in his or her sole discretion approve, which approval shall be conclusively, but not exclusively, evidenced by his or her execution thereof. Such execution by any of the Authorized Officers is hereby authorized to be by original hardcopy, facsimile or similar instantaneous electronic transmission device, as deemed necessary and preferable; and

### **GENERAL**

**RESOLVED**, that in order to carry out fully the intent and effectuate the purposes of the foregoing resolutions, each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further action including, without limitation, to arrange for, enter into or grant amendments and modifications to and waivers of the foregoing agreements (the "Agreements"), and to arrange for and enter into supplemental agreements, instruments, certificates, financing statements and other documents relating to the transactions contemplated by the Agreements, and to execute and deliver all such further amendments, modifications, waivers, supplemental agreements, instruments, notes, certificates, financing statements and documents as may be called for under or in connection with the Agreements, that may be determined by such Authorized Officer to be necessary or desirable, containing such terms and conditions and other provisions consistent with the Agreements, in the name and on behalf of each Company, and to pay all such fees and expenses, which shall in his or her judgment be deemed necessary, proper or advisable in order to perform each Company's obligations under or in connection with the Agreements and the transactions contemplated thereby; and

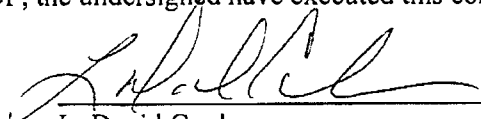
**RESOLVED**, that this consent shall be filed with the records of the meetings of the board of directors of each Company;

**RESOLVED**, that all actions taken by any of the Authorized Officers of each Company prior to the date of this consent which are within the authority conferred hereby are hereby in all respects authorized, ratified, confirmed and approved.

The actions taken by this consent shall have the same force and effect as if taken at a meeting of the board of directors, sole member and manager, as applicable, of each Company, pursuant to the bylaws or limited liability company agreement, as applicable, of such Company and the laws of the States of Delaware, New York, Kansas, Rhode Island, Maryland, Texas, Wisconsin, Vermont, Connecticut or Florida or the Commonwealths of Massachusetts or Pennsylvania, as applicable to each Company. This consent may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

\* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first set forth above.

  
\_\_\_\_\_  
L. David Cardenas

\_\_\_\_\_  
David Haddad

\_\_\_\_\_  
Chase Ormond

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Joseph O'Donnell

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Desmond Hague

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Hadi Monavar

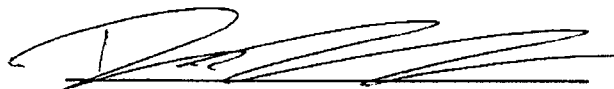
\_\_\_\_\_  
Michael Kaufman, manager of Fifth Dining,  
LLC

VOLUME SERVICES, INC., sole member  
of Centerplate JH Holdings, LLC

By: \_\_\_\_\_  
Name: Hadi Monavar  
Title: Executive Vice President

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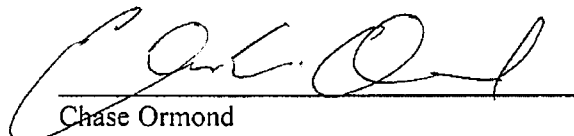
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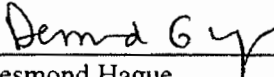
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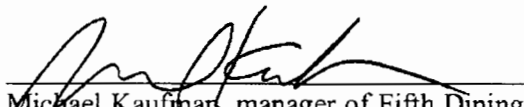
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of Centerplate JH Holdings, LLC

By: \_\_\_\_\_  
Name: Hadi Monavar  
Title: Executive Vice President

CENTERPLATE III HOLDINGS, LLC,  
sole member of J.H. Restaurant Cambridge,  
LLC, J.H. Restaurant Lake Grove, LLC,  
J.H. Restaurant Framingham, LLC, J.H.  
Restaurants, LLC and J.H. Restaurant  
Providence, LLC

By: \_\_\_\_\_  
Name: Hadi Monavar  
Title: Authorized Signer

LLC MANAGEMENT COMPANY, INC.,  
manager of BCG Philadelphia International,  
LLC

By: \_\_\_\_\_  
Name: Hadi Monavar  
Title: Executive Vice President

BOSTON CULINARY GROUP, INC., sole  
member of Boston Merchandise Group LLC

By: \_\_\_\_\_  
Name: Hadi Monavar  
Title: Executive Vice President

## Schedule 1

1. BCG-Philadelphia International, LLC, a Pennsylvania limited liability company
2. Boston Concessions Group of Constitution Plaza, Inc., a Massachusetts corporation
3. Boston Concessions Group of Kansas, Inc., a Kansas corporation
4. Boston Culinary Group, Inc., a Wisconsin corporation
5. Boston Merchandise Group, LLC, a Delaware limited liability company
6. Centerplate Holdings Corp., a Delaware corporation
7. Centerplate, Inc., a Delaware corporation
8. Centerplate JH Holdings, LLC, a Delaware limited liability company
9. Centerplate of Kansas, Inc., a Kansas corporation
10. Fifth Dining, LLC, a Delaware limited liability company
11. Food Concessions of Vermont, Inc., a Vermont corporation
12. J.H. Restaurants, LLC, a Massachusetts limited liability company
13. J.H. Restaurant Cambridge, LLC, a Massachusetts limited liability company
14. J.H. Restaurant Framingham, LLC, a Massachusetts limited liability company
15. J.H. Restaurant Lake Grove, LLC, a New York limited liability company
16. J.H. Restaurant Providence, LLC, a Rhode Island limited liability company
17. KPLT Holdings, Inc., a Delaware corporation
18. NCS of Broward, Inc., a Massachusetts corporation
19. New Concessions Group, Inc., a Connecticut corporation
20. NFS of Broward, Inc., a Florida corporation
21. Service America Concessions Corporation, a Maryland corporation
22. Service America Corporation, a Delaware corporation
23. Service America of Texas, Inc., a Texas corporation
24. Volume Services America, Inc., a Delaware corporation
25. Volume Services, Inc., a Delaware corporation



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/31/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
277045-STND-GAWUL-17-18      00000	<b>INSURER A:</b> Hartford Underwriters Insurance Company	<b>NAIC #</b> 30104
<b>INSURED</b> Centerplate Ultimate Holdings Corp. 2187 Atlantic Street Stamford, CT 06902-6880	<b>INSURER B:</b> Hartford Fire Insurance Co	19682
	<b>INSURER C:</b> Trumbull Insurance Company	27120
	<b>INSURER D:</b> Twin City Fire Insurance Co	29459
	<b>INSURER E:</b> Everest Insurance	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-003762417-12      **REVISION NUMBER:** 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD: WVD:	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		10CSER25816  Fire Damage: Any One Fire \$2,000,000	06/01/2017	06/01/2018	EACH OCCURRENCE	\$ 3,000,000
B	AUTOMOBILE LIABILITY		10CSER25814 (AOS)	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A X	ANY AUTO ALL OWNED AUTOS HIRED AUTOS		10CSER25815 (HI)	06/01/2017	06/01/2018	BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
E X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XC5EX00030-171	06/01/2017	06/01/2018	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		10WNR25812 (AOS)	06/01/2017	06/01/2018	X PER STATUTE    OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	10WBRR25813 (WI)  Deductible: \$500,000	06/01/2017	06/01/2018	E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	LIQUOR LIABILITY		10CSER25816	06/01/2017	06/01/2018	Each Common Cause	3,000,000
						Aggregate	6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Unit 61280  
Commissioner of the Dept. of Resources and Economic Development of the State of New Hampshire is included as additional insured with respect to general liability and automobile liability where required by written contract

### CERTIFICATE HOLDER

Commissioner of the Dept. of Resources and Economic Development of the State of New Hampshire  
PO Box 1856  
172 Pembroke Rd  
Concord, NH 03302-1856

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee *Manashi Mukherjee*

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bc 11/12/14 Item #33 [signature]



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

October 27, 2014

*Retroactive*

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to exercise a **RETROACTIVE** contract renewal option with Boston Culinary Group, Inc. d/b/a Centerplate of Stamford, CT for the operation of food concession services at Cannon Mountain Ski Area and the Flume Gorge Visitors' Center for a three (3) year period, from November 1, 2014 through October 31, 2017, upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on October 21, 2005, Late Item #113, a contract renewal option was approved by Governor and Executive Council on June 4, 2008, Item #34, and an end-date amendment and new contract term with contract renewal option was approved by Governor and Executive Council on June 17, 2009. Item #56.

**EXPLANATION**

In 2005, the Department issued a request for proposals (RFP) for the operation of food concession services at Cannon Mountain and the Flume Gorge Visitors' Center. The Department received proposals from Old Man Concessions and Boston Culinary Group. The proposals were rated and scored in accordance with the RFP. Boston Culinary Group scored the highest, as well as, offered the best continual capital improvement program.

Since gaining G&C approval of the original contract in 2005, the Department has continued its partnership with Boston Culinary Group through a G&C approved contract renewal option in 2008 and a new contract with renewal option in 2009. At this time it is the Department's option to exercise its last contract renewal with Boston Culinary Group.

With this contract, Franconia Notch State Park (Cannon and the Flume) and Boston Culinary Group seek to continue a long-standing partnership based on enhancing business volume, revenue generation, and facility improvements. The contract is designed to enhance gross sales and customer satisfaction through improved delivery of product; improved and expanded services and aesthetics; and an expanded menu. Boston Culinary Group has agreed to pay the following commissions, as well as to dedicate 2% of prior year's gross income to infrastructure improvements:

- Food: 17% on revenues from \$0-\$1,000,000 generated from November through April  
10.5% on revenues from \$0-1,000,000 generated from May through October  
22% on revenues over \$1,000,000 during BCG fiscal calendar year
- Alcohol: 18% on revenues from \$0-\$300,000 generated from November through April  
10.5% on revenues from \$0-\$300,000 generated from May through October  
28.5% on revenues over \$300,000 during BCG fiscal calendar year
- Catering: 10.5% on revenues from \$0-\$150,000  
15% on revenues over \$150,000

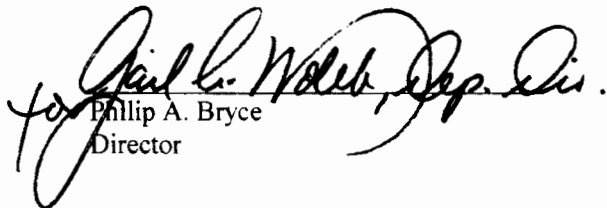


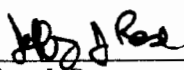
As a result of negotiations to update the contract and to meet current requirements taking longer than anticipated, the Department is asking for retroactive approval. Approval of this contract will enable the Department to continue to provide a great visitor experience at Cannon Mountain and the Flume Gorge. Your consideration is greatly appreciated.

The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

Concurred,

  
Phillip A. Bryce  
Director

  
\_\_\_\_\_  
Jeffrey J. Rose  
Commissioner

**THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION**

**CONCESSION CONTRACT**

This agreement, effective as of the date it is approved by the Governor and Executive Council, is between the Commissioner of the Department of Resources and Economic Development of the State of New Hampshire, hereunto duly authorized through the Director of the Division of Parks and Recreation, party of the first part, hereinafter called the State, and Boston Culinary Group, Inc. d/b/a Centerplate (with offices in Franconia and Nashua, NH and Stamford, CT) hereinafter called the Concessionaire.

**GENERAL PURPOSE:**

It is the purpose of this Department to attract and retain customers at State Parks and Cannon Mountain Ski Area and to ensure that the surroundings are clean and attractive. The principal objective is to assure the public of satisfactory service and quality of merchandise at reasonable prices.

1. **RIGHT TO SELL:**

The State grants to the Concessionaire the exclusive right and privilege to sell both manually and through the medium of automatic vending machines, food products, candy, and non-alcoholic beverages at Cannon Mountain Ski Area and the Flume Gorge Visitors' Center (excluding the Tram Gift Shop, Flume Gorge Gift Shop, Old Man Gift Shop, Lakeside General Store, Ernie's Haus, Lafayette Campground, and Park Headquarters) in accordance with the terms of this contract.

2. **TERMS OF CONTRACT:**

The term of this renewal shall be for three (3) years, from November 1, 2014 through October 31, 2017. Unless this agreement is altered or extended beforehand, an open bid process toward a new multi-year contract shall be undertaken by the State in 2017, which the Concessionaire is welcome to participate in.

3. **CANCELLATION BY CONCESSIONAIRE:**

This agreement shall be subject to cancellation by the Concessionaire, regardless of grounds thereof, by giving the State ninety (90) days written notice of cancellation.

4. **CANCELLATION BY COMMISSIONER:**

This agreement shall be subject to cancellation by the State with the approval of the Governor and Executive Council, in the event of the failure of the Concessionaire to perform, keep and observe any of the conditions of the contract and the failure of the Concessionaire to correct the default or breach within a time specified by the State, by giving the Concessionaire thirty (30) days written notice of cancellation.

In the event of failure on the part of the Concessionaire to perform any of the duties relative to the operation of facilities pursuant to this contract, the Commissioner may, on recommendation of the Director, Division of Parks and Recreation, and with the approval of the Governor and Council, operate the same. Any decision by the Commissioner pursuant to this clause shall in no way affect the rights and duties of the parties under the provisions of this contract.

5. **RIGHT TO DECIDE:**

The decision of the Commissioner relative to the proper performance of the terms of the contract shall be final and conclusive on the parties hereto, and shall be final and conclusive as to each matter not covered in the contract and specifications that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered herein.

6. **ASSIGNMENT OF SUB-CONTRACT:**

This agreement or any of the rights and privileges provided for herein shall not be transferred or assigned by the Concessionaire without first having obtained the written consent of the State to do so. Such consent shall not be unreasonably withheld.

7. **BUILDINGS, EQUIPMENT AND LOCATION:**

The State will provide for the use of the Concessionaire such buildings, refreshment stands, shelters, rooms, built-in equipment and locations (excluding the Tram Gift Shop, Flume Gorge Gift Shop, Old Man Gift Shop, Lakeside General Store, Ernie's Haus, Lafayette Campground, and Park Headquarters) as are now existing and being used for the purpose of providing the services herein specified to be furnished but reserves the right, subject to six (6) months written notice, to increase or decrease the number of, or to alter any of, said buildings, stands, shelters, built-in equipment and locations when it is determined by the State that the public interest will be better served thereby. If changes have a negative impact on Concessionaire's ability to produce income, those changes will be negotiated between parties.

8. **CASUALTY ADJUSTMENT:**

In the event the premises or any part thereof shall be destroyed by fire or unavoidable casualty so that the same shall be thereby rendered unfit for use and habitation, then, and in such case, that portion of the Concessionaire's operation shall be suspended or abated until and if said premises have been placed in proper condition for use of the Concessionaire by the State at either the represent or an alternative location.



9. **CONDITIONS AND SURRENDER OF PROPERTY:**

The buildings, refreshment stands, shelters, rooms, built-in equipment and locations, or all parts thereof which are the property of the State of New Hampshire shall remain the property of the State, and upon termination of the contract by lapse of time or otherwise, the Concessionaire shall surrender possession of all said premises, and all parts thereof to the State in as good condition as said premises were when initial inspection occurred prior to being occupied by the Concessionaire under the terms of this contract, ordinary wear and tear, damage due to fire (unless caused by negligence of the Concessionaire, his agents or employees), riot, riot attending to a strike, civil commotion, windstorm, rain, hail or other acts of God excepted.

10. **PURCHASE OF EQUIPMENT:**

The Concessionaire shall give the State right of first refusal if the Concessionaire desires to sell any of his equipment. Sale of said equipment shall, in any event, be for an amount not less than fair market value.

11. **RIGHT TO INSPECT:**

The Concessionaire shall allow the Commissioner, or such person as may be designated by the Commissioner, access to the premises at all reasonable hours, for the purpose of examining and inspecting said premises, or making necessary building repairs.

12. **UTILITIES:**

The State shall furnish heat, electricity, and water within the limits of present facilities at Cannon Mountain. The State shall furnish heat and water only at the Flume Visitors Center. The installation and operation of expanded or additional services shall be at the expense of the Concessionaire. In event any interruption should occur in such services, the State shall not be responsible but shall make every effort to restore service as soon as possible. Telephone service for its own use shall be the responsibility of the Concessionaire.

13. **JANITORIAL SERVICES:**

The Concessionaire shall be responsible for daily cleaning of food service areas:

**TRAMWAY SUMMIT STATION:** All food service, food storage and food preparation areas and areas utilized for summit barbecues.

**PEABODY BASE LODGE:** Pub, Food Court and all food storage and food prep areas.

**NOTCHVIEW LODGE:** Food service area, café dining area, food storage and food prep area.

**FLUME VISITOR CENTER:** The entire interior and exterior premises of the food service facility.

14. **SCOPE OF JANITORIAL SERVICES:**

The Concessionaire shall provide cleaning for walls, floors, windows, light fixtures, draperies and blinds in its designated areas. The Concessionaire shall also be responsible for routine cleaning and upkeep of dining room tables and chairs. The Concessionaire shall clean as often as necessary and in no case less than once a year all ventilation equipment and duct work over cooking areas. The Concessionaire shall also be responsible for maintaining high standards of sanitation in accordance with the rules and regulations promulgated by this Department and the Department of Health and Human Services.

In the event, after 7 days' notice to remedy the situation, the Concessionaire does not satisfactorily perform the janitorial services as outlined in this contract, the State reserves the right to furnish personnel and materials to carry out the necessary janitorial services and the Concessionaire shall be billed for the actual cost to the State.

Further, the term "routine cleaning" shall imply all of the provisions associated with good housekeeping, including the furnishing of materials and supplies that may be necessary to perform this service.

The concessionaire will also ensure that the rubbish rooms, cleaning rooms, and other storage spaces made available are maintained in a neat and orderly fashion.

Regular inspections may be conducted by the Peabody Base Area Manager, Mountain Operations and Risk Manager, Facility Manager, Custodial and Grounds Supervisor, and General Manager to ensure that the Concessionaire is providing satisfactory janitorial services.

15. **EQUIPMENT MAINTENANCE:**

Responsibility for maintaining equipment, including cash registers, shall be that of the Concessionaire. All equipment furnished to the Concessionaire by the State must be returned to the State at the end of the contract term in the same condition, ordinary wear and tear accepted. Equipment, which wears out during the period of the lease, must be replaced by the Concessionaire but will be the property of the Concessionaire.

The Concessionaire shall provide all additional equipment it deems necessary at its own expense. The Concessionaire shall be responsible for all necessary electrical, plumbing and ventilating installations in accordance with existing State and Federal codes. Approvals of foodservice layouts proposed by the Concessionaire are subject to the approval of the State.

16. **BUILDING AND PLANT:**

Repairs under buildings and plants shall be responsibility of the State. Plumbing and electrical modifications for the Concessionaire's convenience shall be its responsibility and modification of existing systems is subject to the State's approval.

17. **ITEMS TO BE SOLD:**

All items generally sold through existing facilities shall be approved by the State. Sale of souvenir items is limited to shirts and hats and mugs / specialty glassware promoting Concessionaire's specialty brands, and all items for sale are subject to approval by the State.

18. **FOOD QUALITY:**

Food served shall be nutritious, wholesome, palatable, and of good quality. Questions on quality will be referred to the State whose judgment in all cases shall be final.

19. **PRICES:**

The rates and prices charged for all items sold shall be subject to prior approval of the State. Proposed price increases shall be presented to the State for approval. In the event the State objects to any price increases proposed by the concessionaire and the parties are unable to reach an agreement as to the price, a minimum average annual increase of two and one half percent (2.5 %) shall be allowed. In approving prices, primary consideration shall be given to the prices charged for similar merchandise furnished or sold outside the areas administered by the particular park area under similar conditions, with due regard being given to such other factors as may be deemed significant. Food prices shall be legibly posted on bulletin boards furnished by the Concessionaire at each location.

20. **ACCOUNTING METHODS AND PAYMENTS:**

a. **Sales Records**

All sales shall be rung up through cash registers to be provided by the Concessionaire. Each register shall have recording capabilities and shall be equipped with non-resetting cumulative dollar controls. The beginning and ending cumulative dollar readings shall be used each day to reconcile daily sales.

b. Daily Sales Reports

A daily sales report (in duplicate) shall be prepared listing the beginning and ending dollar control readings for each register. Any corrections for errors in recording sales during the day shall be clearly explained on the sales report. The Concessionaire's forms for daily reporting must be approved in writing by the State.

c. Payment to State

Concessionaire shall provide the State with a statement of Gross Receipts for each weekly period, ending each Sunday, within eight (8) days after the conclusion of each weekly period. Within twenty (20) days following the end of each accounting period, Concessionaire shall provide the State with a statement of Gross Receipts for such accounting period, together with payment of commissions due the State with respect to such period. Each statement of Gross Receipts shall allocate commissions and Gross Receipts in accordance with the different categories as set forth herein.

d. Accounting Records

The Concessionaire shall maintain such permanent books of account and records, including inventories, as may be sufficient to show specifically the items of total dollar receipts and expense, receipts and disbursements, and such other information as shall correctly reflect the financial condition and results of operations.

The books and records required shall be available at all times for inspection by the State, the Director of Accounts, and such other parties as may be authorized under State law to examine books and records of any State department.

e. Audits

The State shall have authority to audit the Concessionaire's books and records in order to protect the public interest. Such audits shall be subject to supervision by the Director of Accounts, State of New Hampshire, and shall be made as deemed necessary to protect the State.

f. Accounting Reports

The Concessionaire shall submit annually to the Commissioner, Department of Resources and Economic Development with a copy to the Director of Parks and Recreation, the following accounting reports for its operations at Cannon Mountain Ski Area, and the Flume: Boston Culinary Group's independently audited financial statement of the overall Corporation.

Data shall be submitted based upon the financial condition as of BCG's fiscal year end or the last Sunday in August. The statements will be due one hundred and twenty (120) days following the close of the accounting period. A certificate by an INDEPENDENT Certified Public Accountant will be required only as to the accuracy of revenue reported to the State of New Hampshire.

21. **SIGNS:**

All signs and advertising matter must be in good taste and acceptable to the State whose decision will in all cases be final.

22. **PERSONNEL:**

Concessionaire shall at all times maintain a staff of employees deemed adequate by the State for efficient operation of food services and for continuous policing and cleaning of food preparation, serving, and dining areas. All employees of the Concessionaire shall wear name badges and be clad in neat and clean uniforms satisfactory to the State. The Concessionaire shall employ only competent and satisfactory workers and whenever the State shall notify the Concessionaire in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary or otherwise unsatisfactory, such conditions shall be corrected, or such person shall be discharged and shall not again be employed without consent of the State. The Concessionaire shall have a competent and responsible supervisor in attendance at all times.

23. **HOURS OF OPERATION:**

Dates and hours of operation will be a matter of decision between the Concessionaire and the State. Because service to the public is the underlying objective, the decision of the State shall be final.

24. **SPECIAL FUNCTIONS:**

From time to time, the State may have a requirement for special functions. Arrangements for such special functions shall be authorized by the State by direct arrangements with the Concessionaire's manager of the facility. The Concessionaire shall have exclusive catering rights to provide the services required if it is in the opinion of the State that the Concessionaire can adequately provide the services, based on past performance. Examples: Mountain Top Barbecues, Beach Parties, Cookouts, Special Luncheon, Dinners and Cocktail Parties, Box Lunches, Entertainment Arrangements. The State shall reserve the right to cater its own interdepartmental functions at Cannon/FNSP when or if applicable or necessary. Examples: Operating Committee meeting, individual department meetings, refresher training sessions, etc.

25. **STATUTES, ORDINANCES, AND REGULATIONS:**

The Concessionaire shall comply with the statutes and regulations of the Federal and State governments and with the ordinances, by-laws and regulations of the county and municipal governments. The Concessionaire shall also comply with the regulations of the Department of Resources and Economic Development.

The Concessionaire shall procure all necessary licenses and permits required in connection with the operation described herein.

26. **PROVISION OF PROPERTY TAX:**

The Concessionaire agrees to hold the State, including the Department of Resources and Economic Development, harmless with the respect of taxes levied against the premises subject to this contract as a consequence of the application of RSA 72:23 I.

The Concessionaire agrees to pay in addition to other payments hereunder all properly assessed real and personal property taxes against the premises subject to this permit in accordance with the provisions of RSA 72:23 I. In the event the Concessionaire shares a larger parcel of land with other permittees, it shall be obligated to pay only his pro rata share of such taxes.

Failure of the Concessionaire to pay the duly assessed personal and real property taxes when due shall be cause to terminate this contract by the State. The Concessionaire shall, in addition, reimburse the State for any taxes paid by the State pursuant to RSA 72:23 I as a result of Concessionaire's failure to pay said taxes.

27. **FINAL AUTHORITY:**

In order to guarantee the high quality of services and merchandise provided to the public any questions relating to policies, prices, quality, cleanliness and services must be settled to the satisfaction of the State. In making his decisions, the Commissioner will be aided by members of his staff, officials of the Department of Administrative Services, the Division of Food and Sanitation, and officials of the Office of the Attorney General, State of New Hampshire.

28. **PERFORMANCE:**

The Concessionaire agrees to perform and faithfully observe and comply with all the conditions, regulations and provisions prescribed herein, and further to indemnify, save and keep harmless the State of New Hampshire its officers, agents, and employees of and from all liability, lien, judgment, costs, damages, and expense of whatsoever kind which may in any way be suffered by the State or by its said officers, agents, or employees by reason of or in consequence of the operation of the concessions herein provided for, in consequence of the privileges granted, as aforesaid, or for or on account of any act or thing done under the authority, or supposed authority, of such grant.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

29. **RELATION TO STATE:**

It is the intent of the parties hereto that the Concessionaire shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the State of New Hampshire, and that the State shall at no time be legally responsible for any negligence on the part of said Concessionaire, its servants, or agents resulting in either personal or property damage to any individual, firm or corporation.

30. **MEETINGS:**

Meetings may be held on a quarterly or semi-annual basis with the Cannon/FNSP General Manager (and/or the NH Parks & Recreation Director) and the Concessionaire's owner or designee (as mutually agreed to). These meetings will be held to discuss operational concerns, comments and/or suggestions made by the State that arise between meetings. During these meetings the Concessionaire may also present official requests for changes in schedules, prices, portions, products, or policies, and other pertinent business, which may arise.

The Commissioner or authorized representatives and such subordinate supervisory personnel fully acquainted with the field operations, as designated, will represent the Department of Resources and Economic Development at these meetings.

The Concessionaire shall be represented at a minimum by one officer or its designee of the company if a corporation, a partner if a partnership or the owner.

31. **INSURANCE:**

It is agreed that during the performance of this contract, the Concessionaire, at its sole cost and expense, and for the mutual benefit of the Concessionaire and State, shall carry and maintain the following types of insurance in the amount specified.

- a. Workers Compensation Insurance covering the employees of the Concessionaire from any loss or damage because of liability under the workers compensation act.
- b. Comprehensive Public Liability Insurance against all claims for injury or death of persons, or damage of property occurring on (or which may be claimed to have occurred on) in, or about the premises Concessionaire is responsible for. Such insurance must afford minimum protection during the term of this agreement, in limits of not less than \$2,000,000 in respect to bodily injury or death to one or more persons in one or more accidents and of not less than \$500,000 for property damage.
- c. Fire Legal Liability Coverage Insurance while buildings are occupied by Concessionaire insuring the concession premises and equipment thereon against loss or damage by fire or damage by other risks now or hereafter embraced by "Extended Coverage" so called, in amounts sufficient to protect the State's interest in the concession premises and the equipment thereon and in no amount less than the full appraised value of the buildings.

- d. Insurance terms. All insurance provided for in this agreement shall be affected under standard form valid and enforceable policies issued by insurers of recognized responsibility qualified to do business in New Hampshire. On the date of execution of this agreement and thereafter not less than fifteen (15) days prior to the expiration dates of policies previously affected pursuant to this section, originals or copies of all insurance certificates shall be delivered by Concessionaire to the State. All policies of insurance provided for herein shall name the State and Concessionaire as parties insured as their respective interests may appear. Each such policy shall contain a provision that no act or omission of Concessionaire shall affect or limit the obligation on the insurance company so as to pay the amount of any loss sustained, and an agreement by the insurer that such policy shall not be canceled or modified without at least ten (10) days prior written notice to the State.
- e. Liquor Liability Insurance. The Concessionaire will provide Liquor Liability Insurance.

32. **PERFORMANCE/SURETY BOND:**

Upon execution of this contract, the Concessionaire shall provide the State with a performance/surety bond assuring payments to the State under this contract. Such bond shall be in the face amount, which shall be equal to 150% of the highest estimated monthly compensation accruing to the State under this contract, and shall be countersigned by a New Hampshire resident licensed to act as an insurance agent in this State.

33. **COMMISSIONS:**

The Concessionaire hereby agrees to pay the State the following percentage of gross receipts for the operation at Cannon Mountain Ski Area and the Flume Visitors Center. Gross Receipts shall mean all receipts received by the Concessionaire from the Concession services and catering services, less only (i) retail sales taxes and other direct taxes imposed on upon receipts collected from the consumer (ii) event management fees, additional server charges and billed gratuities, (iii) equipment rental charges to customers and (iv) surcharges on outside catered events.

Food:	17% on revenues from 0-\$1,000,000 Generated from Nov. through April 10.5% on revenues from 0-\$1,000,000 generated from May thru October 22.0% on revenues over \$1,000,000 during BCG fiscal calendar year
Alcohol:	18% on revenues from 0-\$300,000 generated from Nov. through April 10.5% on revenues from 0-\$300,000 generated from May thru October 28.5% on revenues over \$300,000 during BCG fiscal calendar year
Catering:	10.5% on revenues from 0-\$150,000 15% on revenues over \$150,000

The Concessionaire shall dedicate 2% of prior year's gross income to infrastructure improvements prior to the end of current year. Capital improvements must be determined upon mutual agreement.



A 50% discount off the ordinary retail prices, excluding pre-packaged goods, shall be offered to Cannon/FNSP paid staff and volunteers in good standing, and commissions will be waived on those sales.

34. **PRICES OF ALCOHOLIC BEVERAGES:**

The price charged for approved alcoholic beverage items shall be subject to the approval of the State. In approving prices, primary consideration shall be given to the prices charged for similar beverages furnished and sold under similar conditions outside the area administered by the park, with due regard being given to such other factors as may be deemed significant. Alcoholic beverages prices shall be legibly posted on bulletin boards furnished by the Concessionaire at sale location except in Pub operations where a handout or menu of prices will be available for perusal.

35. **ACCOUNTING METHODS AND PAYMENTS FOR ALCOHOLIC BEVERAGES:**

All gross income received by the Concessionaire for the sale of alcoholic beverages shall be recorded by cash registers equipped with a separate key for alcoholic beverages or by a separate register.

In any event the documentation of sales of alcoholic beverages must meet the approval of the State. The Concessionaire shall furnish the State with a copy of all reports and statements filed with the State Liquor Commission.

36. **DATES AND HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES:**

Alcoholic beverages shall be sold to the general public at designated locations approved by the State.

Dates and hours of operation shall be established by a directive from the State and such hours of operation shall be adhered to providing that the mountain manager may authorize the closing of the Concessionaire's operation if in his judgment such closing is in the best interest of the State.

37. **STATUTES, ORDINANCES, AND REGULATIONS FOR ALCOHOLIC BEVERAGES:**

The Concessionaire shall comply with all applicable statutes, ordinances, and regulations as set forth by the New Hampshire State Liquor Commission for the sale of alcoholic beverages at ski areas; and furthermore, the Concessionaire shall procure all necessary licenses and permits required in connection with the sale of alcoholic beverages that will allow for functions at any FNSP/Cannon Mountain location.

38. **PERFORMANCE FOR ALCOHOLIC BEVERAGES:**

In addition to Section 28 on performance contained in this contract, the Concessionaire shall further be required to provide all necessary monitoring of the sale and consumption of alcoholic beverages and in no way require any agent or employee of the State to become involved in the actual operation of the areas.

39. **COMMISSIONS FOR ALCOHOLIC BEVERAGES:**

The alcoholic beverage sales at Cannon Mountain Ski Area shall be documented separately from the sale of food. Alcoholic beverages gross dollar receipts shall be added to the gross dollar receipts of food to compute the commission payment as outlined in Section 33 of this contract.

40. **SALE OF CONCESSIONAIRE PRODUCTS:**

At the sole discretion of the Commissioner or designee, employees of the State may be made available to the Concessionaire for their services in selling products for the Concessionaire.

41. **SAVE HARMLESS AGREEMENT FOR STATE EMPLOYEES:**

The Concessionaire agrees that it shall not hold the State employees described in paragraph 40 accountable to it for any losses in money, merchandise, or other property relative to the application of this contract. The Concessionaire agrees that such employees shall remain subject to all State rules and regulations applicable to other state employees.

42. **AMENDMENTS:**

Given the approval of the Governor and Executive Council, and without the need for additional consideration, the State and Concessionaire may amend this contract upon mutual agreement. The amended provision shall be incorporated in writing into this contract.

43. **EQUAL OPPORTUNITY:**

Concessionaire shall not, in the employment of any person or in the providing of services, discriminate on the basis of age, race, color, sex, national origin, creed, or handicap.

44. **CONDITIONAL NATURE OF AGREEMENT:**

Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitations, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Concessionaire notice of such termination.

45. **CONSTRUCTION OF AGREEMENT AND TERMS:**

This agreement shall be construed in accordance with laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties hereto.

46. **MARKETING:**

The Concessionaire shall also work with the State to enhance its marketing efforts and provide more special functions during and after regular operating hours.

For certain promotional events, the Concessionaire agrees to provide food at "cost" basis (non-commissionable) to help attract visitors to the park/ski area.

47. **RECYCLABLE AND BIODEGRADABLE SERVING MATERIALS:**

The Concessionaire shall utilize serving supplies produced from recyclable or biodegradable materials. Concessionaire shall work out a mutually agreeable solid waste reduction program for solid waste generated by the Concessionaire's operations.

48. **ENTIRE AGREEMENT:**

This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

IN WITNESS WHEREOF the parties have caused this instrument to be executed on the date(s) so indicated.

[Signature] 10/2/14  
Witness Date

[Signature]  
Boston Culinary Group, Inc.  
d/b/a Centerplate  
Duly Authorized

State of Connecticut

County of Fairfield

On this the 21 day of October 2014, before me Hadi Monavar, the undersigned officer, personally appeared \_\_\_\_\_, known to be (or satisfactorily proven) to be the person subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained.

[Signature]  
Justice of the Peace/Notary Public

**JENNIFER MALLOW JENKINS**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2015

[Signature]  
Witness Date

[Signature]  
Phillip A. Bryce, Director  
NH Division of Parks & Recreation

[Signature] 10/29/14  
Witness Date

[Signature]  
Jeffrey J. Rose, Commissioner  
NH Department of Resources & Economic  
Development

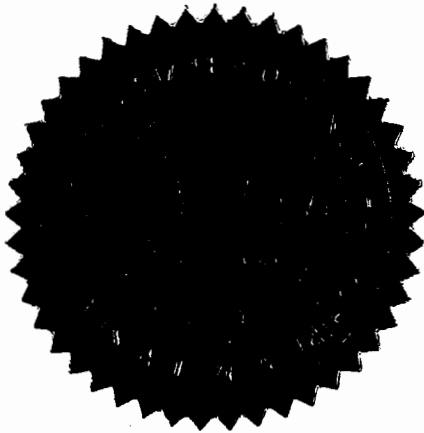
Approved as to form, substance and execution:

[Signature] 10/29/14  
Attorney General's Office Date

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BOSTON CULINARY GROUP, INC. a(n) Wisconsin corporation, is authorized to transact business in New Hampshire and qualified on August 18, 1961. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15<sup>th</sup> day of September, A.D. 2014

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

**Corporate Resolution**

I, Alexander Powell, hereby certify that I am duly elected President Secretary of  
*(Name)*

Boston Culinary Group, Inc. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation or LLC)*

a meeting of the Board of Directors/shareholders, duly called and held on Jan 13, 2013  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Hadi Alipour  
Chief Financial Officer (may list more than one person) is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

Boston Culinary Group, Inc. with the State of New Hampshire and any of  
*(Name of Corporation or LLC)*

its agencies or departments and further is authorized to execute any documents which  
may in his/her judgment be desirable or necessary to effect the purpose of this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full  
force and effect as of the date of the contract to which this certificate is attached. I further  
certify that it is understood that the State of New Hampshire will rely on this certificate as  
evidence that the person(s) listed above currently occupy the position(s) indicated and that  
they have full authority to bind the corporation. To the extent that there are any limits on the  
authority of any listed individual to bind the corporation in contracts with the State of New  
Hampshire, all such limitations are expressly stated herein.

**DATED:** Jan 13 2013

**ATTEST:** Alexander Powell  
*(Name and Title)* President  
Associate General Secretary  
Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326  277045-Cent-CAS-14-15                      00000	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Hartford Underwriters Insurance Company</td> <td></td> <td>30104</td> </tr> <tr> <td><b>INSURER B:</b> Hartford Fire Insurance Co</td> <td></td> <td>19682</td> </tr> <tr> <td><b>INSURER C:</b> Trumbull Insurance Company</td> <td></td> <td>27120</td> </tr> <tr> <td><b>INSURER D:</b> Twin City Fire Insurance Co</td> <td></td> <td>29459</td> </tr> <tr> <td><b>INSURER E:</b> North American Elite Insurance Company</td> <td></td> <td>29700</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Hartford Underwriters Insurance Company		30104	<b>INSURER B:</b> Hartford Fire Insurance Co		19682	<b>INSURER C:</b> Trumbull Insurance Company		27120	<b>INSURER D:</b> Twin City Fire Insurance Co		29459	<b>INSURER E:</b> North American Elite Insurance Company		29700	<b>INSURER F:</b>	
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<b>INSURER F:</b>																					

**COVERAGES**                      **CERTIFICATE NUMBER:** ATL-003254896-05                      **REVISION NUMBER:** 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		10CSER25815	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b>		10CSER25814 (AOS)	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		10CSER25815 (HI)	06/01/2014	06/01/2015	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		UMB0007961-02	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		10WNR25812 (ACS)	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	10WBRR25813 (WI)	06/01/2014	06/01/2015	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>LIQUOR LIABILITY</b>		10CSER25815	06/01/2014	06/01/2015	Each Common Cause 1,000,000 Aggregate 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: Unit 61280  
 Commissioner of the Dept. of Resources and Economic Development of the State of New Hampshire is included as additional insured with respect to general liability and automobile liability where required by written contract.

<b>CERTIFICATE HOLDER</b>  Commissioner of the Dept. of Resources and Economic Development of the State of New Hampshire PO Box 1856 172 Pembroke Rd Concord, NH 03302-1856	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>

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# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
05/29/2014

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Abi Potter Fax: 864-242-1175		<b>PHONE (A/C, No., Ext):</b>  		<b>COMPANY</b> Lexington Insurance Company	
<b>FAX (A/C, No.):</b>  		<b>E-MAIL ADDRESS:</b>  			
<b>CODE:</b>  		<b>SUB CODE:</b>  			
<b>AGENCY CUSTOMER ID #:</b>  		<b>INSURED</b> Centerplate Ultimate Holdings Corp. 2187 Atlantic St. Stamford, CT 06902-6880		<b>LOAN NUMBER</b>  	
				<b>POLICY NUMBER</b> 021565599	
		<b>EFFECTIVE DATE</b> 06/01/2014		<b>EXPIRATION DATE</b> 06/01/2015	
				CONTINUED UNTIL TERMINATED IF CHECKED	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>  					

## PROPERTY INFORMATION

<b>LOCATION/DESCRIPTION</b>

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
All Risk of direct physical loss or damage to real and personal property on a replacement cost basis subject to policy terms, conditions and exclusions. Coverage includes, but is not limited to fire, extended perils such as vandalism, malicious mischief, flood, earthquake and boiler & machinery.	5,000,000	100,000
Business Income	INCLUDED	
Specific sublimits apply to certain catastrophic perils such as Earthquake, Flood and Named Windstorm. Loss limit shown does not reflect these sublimits.		
Other deductibles may apply per policy terms and conditions		

## REMARKS (Including Special Conditions)

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## CANCELLATION

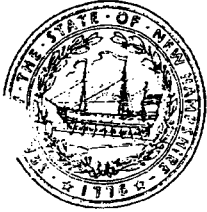
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

ATL-003263698-02

<b>NAME AND ADDRESS</b> State of New Hampshire Attention: Department and Natural Resources and Economic Development 172 Pembroke Rd Concord, NH 03302-1856	<input checked="" type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> ADDITIONAL INSURED
	<b>LOAN #</b>  	
<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>		





STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

June 17, 2009

His Excellency Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

- 1) Authorize the Department of Resources and Economic Development, to amend its contract with **Boston Culinary Group, Inc**, Cambridge, MA, for the operation of the food concession at Cannon Mountain and the Flume Visitor's Center by amending the end date from October 31, 2011 to October 31, 2009 upon Governor and Executive Council approval. The Governor and Council approved the current contract on June 4, 2008, item #34.
- 2) Further authorize the Department of Resources and Economic Development, to enter into a new contract with **Boston Culinary Group, Inc**, Cambridge, MA, for the operation of the food concession at Cannon Mountain and the Flume Visitor's Center from November 1, 2009 through October 31, 2014 with the option to renew for an additional three year period subject to Governor and Council approval.

**EXPLANATION**

In 2005 the Department requested proposals for the operation of the food concession at Cannon Mountain and the Flume Visitor's Center. The Department received proposals from Old Man Concessions and Boston Culinary Group. The proposals were rated in accordance with the RFP. Boston Culinary Group scored the highest, and offered the best continual capital improvement program. The 2005 contract approved by Governor and Executive Council included an option to extend for a three year period, and in 2008 the Department requested to exercise that option and include a further three year option, which was approved by Governor and Executive Council.

Boston Culinary Group and Franconia Notch State Park/Cannon Mountain seek to establish a long-term partnership based on enhancing business volume, revenue generation, and joint capital expansion opportunities. As the contract is expected to mature and the partnership to increase in duration, each partner has agreed in advance to further explore business volume, revenue generation, and joint capital expansion opportunities. It is in neither party's best interests to consistently revisit the viability of the contract, but it is in the best interests of both parties to seek renewal opportunities and revisions to the contract as necessary.

This new contract provides that Boston Culinary Group expend \$200,000 for equipment toward the expansion of the Peabody Lodge at Cannon Mountain, in conjunction with the capital expense toward the same project by Cannon. The expansion at Peabody will benefit the ski area's pub patrons, food court guests, brown baggers and junior development skiers during the winter season, and will allow the ski area to host year-round conferences and catered events and establish itself as a primary North

Country conference facility. The longer term of the contract will enhance the business relationship greatly, allows for Boston Culinary Group to make such an investment, and will allow for the ski area to take ownership of the equipment at the conclusion of the contract term.

The concessionaire agrees to pay the following commissions, as well as dedicate 2% of yearly gross income to infrastructure improvements:

- Food: 17.0% on revenues from 0-\$1,000,000 (November through April)  
10.5% on revenues from 0-\$1,000,000 (May through October)  
22.0% on revenues over \$1,000,000 during BCG contract year
- Alcohol: 18.0% on revenues from 0-\$300,000 (November through April)  
10.5% on revenues from 0-\$300,000 (May through October)  
28.5% on revenues over \$300,000 during BCG contract year
- Catering: 10.5% on revenues from 0-\$150,000  
15% on revenues over \$150,000

Your approval of this contract will enable the Department to further enhance the visitor's experience at Cannon Mountain and the Flume Visitor's Center for many years to come.

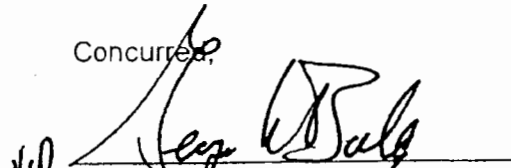
The Attorney General's Office has approved this agreement as to form and substance.

Respectfully submitted,



Ted Austin  
Director

Concurred,



George M. Bald  
Commissioner



01100

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD  
Commissioner

ALLISON MCLEAN  
Director

(603)271-3556  
FAX: (603)271-3553  
WEB: www.nhstateparks.org  
E-MAIL: nhparks@dred.state.nh.us

June 4, 2008

His Excellency Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, to exercise a contract renewal option with **Boston Culinary Group, Inc**, Cambridge, MA, for the operation of the food concession at Cannon Mountain and the Flume Visitor's Center from November 1, 2008 through October 31, 2011 with an option to extend the contract for an additional three (3) years upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on October 21, 2005, item #113.

EXPLANATION

In 2005 the Department requested proposals for the operation of the food concession at Cannon Mountain and the Flume Visitor's Center. The Department received proposals from Old Man Concessions and Boston Culinary Group. The proposals were rated in accordance with the RFP. Boston Culinary Group scored the highest, and offered the best continual capital improvement program.

The contract approved by Governor and Executive Council included an option to extend for a three year period, and we request to exercise that option and include a further three year option. Boston Culinary Group and Franconia Notch State Park/Cannon Mountain seek to establish a long-term partnership based on enhancing business volume, revenue generation, and joint capital expansion opportunities. As the contract is expected to mature and the partnership to increase in duration, each partner has agreed in advance to further explore business volume, revenue generation, and joint capital expansion opportunities. It is in neither party's best interests to consistently revisit the viability of the contract, but it is in the best interests of both parties to seek renewal opportunities and revisions to the contract as frequently as every three years.

The concessionaire agrees to pay the following commissions, as well as dedicate 2% of yearly gross income to infrastructure improvements:

Food:	17.5% on revenues from 0-\$880,000 (November through April) 10.5% on revenues from 0-\$880,000 (May through October) 28.5% on revenues over \$880,000
Alcohol:	19.5% on revenues from 0-\$220,000 (November through April) 10.5% on revenues from 0-\$220,000 (May through October) 35.5% on revenues over \$220,000
Catering:	10% on revenues from 0-\$150,000 15% on revenues over \$150,000

Your approval of this contract will enable the Department to further enhance the visitor's experience at Cannon Mountain and the Flume Visitor's Center for many years to come.

Respectfully submitted,

Allison A. McLean  
Director

Concurred

George M. Bald  
Commissioner

AAM/GMB/mc



(file)  
late claim for 10/21 mtg.

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

R. SEAN O'KANE  
Commissioner

October 19, 2005

(603) 271-3556  
FAX: (603) 271-3553  
WEB: www.nhstateparks.org  
E-MAIL: nhparks@dred.state.nh.us

ALLISON MCLEAN  
Director

His Excellency Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, NH 03301

#113 - approved

REQUESTED ACTION

Authorization is respectfully requested for the Department of Resources and Economic Development, to enter into the attached contract with **Boston Culinary Group, Inc.**, of Cambridge, MA, for the operation of the food concession at Cannon Mountain and the Flume Visitor's Center. The term of the contract is upon Governor and Council approval to ~~October 31, 2008~~ with an option to extend the contract for an additional three (3) years upon Governor and Council approval.

EXPLANATION

The Department recently requested proposals for the operation of the food concession at Cannon Mountain and the Flume Visitor's Center. Requests for proposals were sent to the companies on the attached list. The Department received proposals from Old Man Concessions and Boston Culinary Group. The proposals were rated in accordance with the attached RFP. Boston Culinary Group scored the highest, and offered the best continual capital improvement program. Attached is a summary of the scores each proposal received.

The contract is designed to enhance gross sales and customer satisfaction through improved delivery of product; improved and expanded services and aesthetics; and an expanded menu.

The concessionaire agrees to pay the following commissions, as well as dedicate 3% of yearly gross income to infrastructure improvements:

Food:	20.5% on revenues from 0-\$880,000
	24.5% on revenues over \$880,000
Alcohol:	28.5% on revenues from 0-\$220,000
	31.5% on revenues over \$220,000
Vending:	22%
Catering:	10% on revenues from 0-\$150,000
	15% on revenues over \$150,000

Your approval of this contract will enable the Department to further enhance the visitor's experience at Cannon Mountain and the Flume Visitor's Center for many years to come.

Respectfully submitted,

*Allison A. McLean*

Allison A. McLean  
Director

Concurred,

*R. Sean O'Kane*  
R. Sean O'Kane  
Commissioner