

FOR

47



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION

Cannon Mountain

260 Tramway Drive Franconia, New Hampshire 03580

Phone: (603) 823-8800 Fax: (603) 823-8088

Email: info@cannonmt.com Web: www.cannonmt.com

October 9, 2019

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, Cannon Mountain Aerial Tramway & Ski Area (Cannon) to enter into a Memorandum of Agreement with Littleton Chevrolet, Inc. (VC #157119), Littleton, NH to be Cannon's Official Car Dealership which will provide to Cannon Mountain, three usage vehicles for co-branded marketing purposes and other promotional services effective upon Governor and Executive Council approval from October 23, 2019 through October 22, 2022. 100%-Agency Income.

EXPLANATION

In conjunction with our approved marketing and advertising services contract with Drive Brand Studio, Inc. (VC#174386) we are seeking approval to enter into this marketing partnership with Littleton Chevrolet, Inc. via Memorandum of Agreement intended to achieve two primary goals as follows:

First, it will provide Cannon with three co-branded 2019-model vehicles. The first two are SUV vehicles models Trax and Traverse. The third vehicle is a model 1500 Silverado pick-up truck. Each will be used for transportation and public relations by our sales and marketing team providing simultaneously, mobile advertising as a significant marketing strategy and needed fleet transportation while eliminating the need to purchase said vehicles for these purposes at an estimated cost of \$75k based on pricing from the statewide purchasing contract for fleet vehicle procurement.

Second, Cannon will be provided with what is commonly established within the ski and outdoor recreation industry between the Ski Mountain and the marketing partner, a trusted and local Official Vehicle Partner. With this partnership, Cannon will be able to leverage channels of advertising and marketing services through such things as display of Cannon on Littleton Chevrolet websites and vehicle displays and the distribution of no-cost passes to customers that will promote Cannon Mountain as a preferred ski destination in the Northeast.


We are incredibly proud that ours is such a local vehicle partnership!

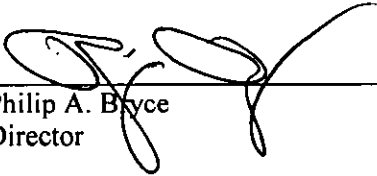
In exchange for these marketing and advertising services and use of vehicles, Cannon is providing \$10,000 worth of ticket product per year to Littleton Chevrolet to be distributed for advertising and promotional purposes for Cannon Mountain. Cannon will incur the costs associated with normal maintenance, registration and insurance needs for an amount estimated not to exceed \$5,000 over three years for all vehicles. Cannon will also incur the cost of vehicle promotional wrap display for the three vehicles we will be using at an estimated cost of approximately \$9,000, all of which will be funded by Drive Brand Studio, our contracted marketing services vendor.


This partnership meets our goal of promotion and advertising of Cannon Mountain while supporting our operational needs at minimal cost and risk to the state while receiving what we hope to be significant promotional and advertising value. We are enthusiastic to further our mission to foster and expand our business relationships within our local community, all in an effort to drive more business toward Cannon Mountain and Franconia Notch State Park and the local economy. This type of purely local marketing vehicle partnership is nearly unheard of and our ever-improving relationship with Littleton Chevrolet is invaluable.

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

Respectfully submitted,

Concurred, 


Philip A. Bryce
Director


Sarah L. Stewart
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
CANNON MOUNTAIN
260 Tramway Drive Franconia, New Hampshire 03580
Phone: (603) 823-8800 Fax: (603) 823-8088
E-Mail: info@cannonmt.com Web: www.cannonmt.com

October 2, 2019

2019 Sponsorship Agreement – Cannon Mountain and Littleton Chevrolet

Sponsorship Scope:

- Littleton Chevrolet will be the Official Car Dealership of Cannon Mountain.
- Cannon will not enter into a sponsorship agreement with any other car dealership or vehicle manufacturer for the term of this agreement.
- Littleton Chevrolet will not enter into a sponsorship agreement with any other ski area for the term of this agreement.
- Littleton Chevrolet will provide three (3) usage vehicles to Cannon each year over the course of a three-year term.

Display vehicles:

- Cannon will allow Littleton Chevrolet up to two (2) display vehicles.
- In the winter, display locations include the Peabody Base Area and the Aerial Tramway Base. In summer, display locations could include the Aerial Tramway Base and Flume Gorge. Cannon's brand, the environment and the nature of Franconia Notch State Park will be considered when approving and placing display vehicles. Cannon Mountain will have the ultimate authority to select and approve vehicle locations.

Signage, Brand Identification & Marketing:

- Cannon will design and purchase wraps for these vehicles that include mention of Littleton Chevrolet.
- Littleton Chevrolet will include a Cannon logo and link to the Cannon website during the ski season and a link to the Franconia Notch State Park website on the individual store websites during the term of this agreement.
- During the 2019/2020, 2020/2021 and 2021/2022 ski seasons, Littleton Chevrolet will receive one location in each ski area building – 5 locations total – to place a sign or poster and/or brochures or other sales materials.
- During the 2020 - 2022 summer seasons, Littleton Chevrolet will receive one location in the Flume Visitor Center and one location at the Aerial Tramway to place a sign, poster, and/or brochures or other sales materials.
- Littleton Chevrolet will receive a presence in each email newsletter Cannon sends to their email list.
- Littleton Chevrolet will receive one website banner ad on Cannon's snow report page, which is the most visited interior page.
- Cannon will include a Littleton Chevrolet logo on promotional flyers that are distributed on tables in the base area lodges.
- Cannon will include Littleton Chevrolet in a regularly scheduled season passholder mailing, in which Littleton Chevrolet may promote a consumer promotion. Littleton Chevrolet may use its discretion as to which promotion to include.

- Littleton Chevrolet may also make available special employee and guest offers which Cannon will promote internally and at the ski area during winter and summer.
- Any materials produced on behalf of Cannon that has Littleton Chevrolet's logo or name on it will be provided in advance to Littleton Chevrolet for review and approval. Similarly, any promotion that Littleton Chevrolet produces that includes Cannon or Franconia Notch State Park will be provided in advance to Cannon for review and approval. Cannon Mountain will have the ultimate authority to select and approve all signage locations.

Other:

- Cannon will provide up to \$10,000 worth of ticket product per year, which can include Cannon lift tickets (beginning with the 2019/2020 season), season passes or Franconia Notch State Park Discovery Passes (good for one round-trip ride on Cannon's Aerial Tramway and one Discovery admission to the Flume Gorge.) The mix of tickets for the first year is to be specified by Littleton Chevrolet at the beginning of this agreement, then on the anniversary of this agreement for the following two years.
- Additional consumer promotions may be developed; the size and scope of which will be mutually agreed upon, and that shall include a to-be-determined amount of media and hospitality trade to ensure a successful program.

Financial Responsibilities:

- Cannon will pay for the wraps for the three (non-display) usage vehicles and will pay to have the wraps removed prior to returning the vehicles to the dealership.
- Cannon will pay for registration and insurance fees for the usage vehicles.
- Littleton Chevrolet will pay for the delivery of the display vehicles, all associated signage and any additional on-site signage and collateral that is not part of something that Cannon is already producing (such as the table flyers and e-newsletters)
- Littleton Chevrolet will arrange a no-cost lease agreement with Cannon Mountain for three new vehicles. Cannon Mountain will have the vehicles to drive for a maximum of 3 years and will not exceed 15,000 miles per year per vehicle. When 3 years have elapsed, Cannon Mountain will return the vehicles to Littleton Chevrolet.
- Cannon Mountain agrees to adhere to excess wear standards as outlined in a standard GMAC lease agreement pamphlet (copy of wear standards pamphlet to be provided to Cannon Mountain prior to signing agreement).
- Cannon Mountain agrees to have the vehicles inspected twice per year by qualified, experienced automobile technicians.
- Cannon agrees to maintain the vehicles in accordance with the recommendations outlined in the vehicle owner's manual, which will be provided to Cannon Mountain. Littleton Chevrolet's preference would be to have the vehicles brought to their service department at least once a year but would also accept maintenance reports from Cannon Mountain's own mechanics attesting to the inspections and any maintenance performed.
- The vehicles will have manufacturer's warranties and Littleton Chevrolet shall provide warranty service as needed. Cannon Mountain will be responsible for maintenance and repairs not covered by manufacturer's warranties.

Term:

- Three years: October 23, 2019 through October 22, 2022.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

The undersigned agree to and approve of the above terms of this sponsorship agreement:

For Littleton Chevrolet:

[Signature]
Duane Corte, President
Burlington LMA

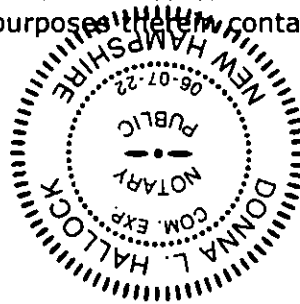
Date: 10/3/19

STATE OF NH
COUNTY OF Grafton

On this the 03 day of Oct before me Donna Hallock, the undersigned officer, personally appeared Duane Corte, 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 my hand and official seal:

[Signature]
Justice of the Peace / Notary Public

My Commission Expires:



For Cannon Mountain:

[Signature]
Sarah Stewart, Commissioner
Dept. of Natural and Cultural Resources
State of New Hampshire

Date: 10-7-19

Approved as to Form, Substance and Execution:

[Signature]
Asst. Attorney General

Date: 10/9/2019

Approved by the NH Governor and Executive Council:

Item # _____ on _____, 2019

Vendor Initials [Signature]
Date 10/3/19

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 LITTLETON CHEVROLET, BUICK, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 12, 1991. 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: 156881

Certificate Number : 0004594379



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of September A.D. 2019.

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

William M. Gardner
Secretary of State

Board Resolution

I, Patricia F. Blackmore hereby certify that I am duly elected Clerk/Secretary of
(Name)
Littleton Chevrolet Buick, Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Organization)

a meeting of the Board of Directors/shareholders, duly called and held on March 31, 2014
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Duane Coute is duly authorized to enter a
(Name and Title)

Contract on behalf of Littleton Chevrolet Buick, Inc with the
(Name of Organization)

DNCR – Cannon Mountain, 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 October 3, 2019. 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 3, 2019

ATTEST: Patricia F. Blackmore CFO / Secretary
(Name and Title)

**EXECUTIVE MANAGER/MULTIPLE DEALER OPERATOR ADDENDUM
TO
GENERAL MOTORS LLC**

Dealer Sales and Service Agreement(s)

This Addendum executed by General Motors LLC is effective as of March 31, 2014.

General Motors LLC, acting in reliance upon the information provided by Dealer, agrees with Dealer as follows:

1. General Motors LLC, at the request of Dealer, approved RONNEY A. LYSTER as the Dealer Operator of Dealer based upon representations by Dealer that RONNEY A. LYSTER owns an unencumbered ownership interest in Dealer of at least 15 percent and will continue to do so for the term of the Dealer Sales and Service Agreement(s).
2. General Motors LLC, at the request of Dealer, approves DUANE P. COUTE as the Executive Manager ("EM") of Dealer based upon the representations made in the Executive Manager Application and related documents. General Motors LLC also relies on representations by Dealer that the EM has the managerial authority and responsibility to conduct all day-to-day dealership operations.
3. The personal qualifications of DUANE P. COUTE as Executive Manager are a valuable consideration upon which General Motors LLC enters this Dealer Sales and Service Agreement(s). Dealer will not replace its Executive Manager without a prior written request to and written approval from General Motors LLC.
4. For dealerships with a Multiple Dealer Operator ("MDO"), Dealer has executed a "Successor Addendum" identifying a replacement Dealer Operator acceptable to General Motors LLC in the event of the death or incapacity of RONNEY A. LYSTER. Dealer will continue the existing Successor Addendum or some other Successor Addendum acceptable to General Motors LLC, in effect during the full term of the Dealer Sales and Service Agreement(s).
5. For dealerships with a MDO, failure of Dealer to retain an Executive Manager approved by General Motors LLC will constitute a failure of performance and material breach of this Addendum and the Dealer Agreement(s). Such failure will constitute good cause for termination of the Dealer Sales and Service Agreement(s).
6. The terms of this Addendum constitute the only agreement between the parties, either oral or written, regarding either the Multiple Dealer Operator or Executive Manager of Dealer.

This Addendum may be terminated at any time by written agreement between General Motors LLC and Dealer. It will automatically expire upon termination or non-renewal of the Dealer Sales and Service Agreement(s). This Addendum cancels, replaces, and supersedes any previous Executive Manager/MDO Addendum executed by Dealer and General Motors Company for this dealership location. The terms of this Addendum are in addition to the terms contained in the Dealer Sales and Service Agreement(s).

LITTLETON CHEVROLET, BUICK, INC. dba LITTLETON CHEVROLET

Dealer Firm Name

LITTLETON, NEW HAMPSHIRE

City, State

GENERAL MOTORS LLC

By Ronney A. Lyster 3/31/2014
Dealer Operator Date

This Document Is Electronically Signed.

By Lynn Howard 3/31/2014
Authorized Representative Date

This Document Is Electronically Signed.

GLOSSARY: The terms below, as used by the parties to this MDO Addendum, are defined as indicated:

1. "Multiple Dealer Operator" - the person so designated owns an unencumbered ownership interest in Dealer of at least 15 percent and is named on Paragraph Third of Dealer Sales and Service Agreement as Dealer Operator in more than one General Motors LLC Dealer company. The "MDO" is responsible for the overall management of Dealer and compliance with the Dealer Sales and Service Agreement(s).
2. "Executive Manager" - the person so designated is personally responsible for the day-to-day management of Dealer Operations and compliance with the Dealer Sales and Service Agreement(s). The "EM" has no management responsibilities at any other dealer company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2019

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279		CONTACT NAME: Natalie Boivin, ACSR, CISR, CPIA PHONE (A/C, No, Ext): (802) 223-7735 FAX (A/C, No): (802) 223-7515 E-MAIL ADDRESS: nboivin@nwjinsurance.com	
INSURED Littleton Chevrolet Buick, Inc. PO Box 601 851 Meadow Street Littleton NH 03561		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Casualty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 28665	

COVERAGES

CERTIFICATE NUMBER: 2019 Littleton Chev

REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> 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 OTHER:			CPP1094987	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> GARAGE <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0545865	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EUP0545897	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers			EBA0545865	08/01/2019	08/01/2020	Comprehensive 500,000 Collision 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 DNCR - Cannon Mountain
 260 Tramway Drive

Franconia

NH 03580

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