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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

February 19, 2020

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

REQUESTED ACTION

- 1) Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain Aerial Tramway and Ski Area (Department) to enter into a **Retroactive** 3-year Memorandum of Agreement (MOA) with Plymouth State University (PSU), Plymouth, NH for discounted price recreational ski and snowboard programs at Cannon Mountain Ski Area, administered by the PSU Student Activities Association, upon Governor and Executive Council approval for the period November 17, 2019 through the last day of the 2022 ski season. No State Funds Required.
- 2) Further authorize the Department to accept an annual payment of \$20,000 each year for a total of \$60,000 over the duration of the MOA, to be made by the student activities association at PSU in accordance with the terms of the MOA.

Revenue will be posted to 03-035-035-351010-37030000, Cannon Mountain, as follows:

State FY	Class-Account	Description	Amount
2020	009-402032	Agency Income – Ski Area Income	\$20,000
2021	009-402032	Agency Income – Ski Area Income	\$20,000
2022	009-402032	Agency Income – Ski Area Income	\$20,000
Total:			\$60,000

EXPLANATION

In November 2019, Cannon Mountain Aerial Tramway and Ski Area (Cannon) responded to a request for proposals for multi-year recreational ski and snowboard programs put out by the PSU Student Activities Association. Cannon has issued these discounts to PSU students over the last four decades. This is the first time that PSU has requested a written contract. Prior to this year, these discounts were considered as part of the fee package and promotional marketing efforts.

Based on its proposal, PSU awarded Cannon the 3-year agreement, commencing November 17, 2019. Upon internal discussions, not only was it determined that the agreement required G&C approval but it also decided that the Department would draft its own 3-year MOA for processing rather than use their agreement causing further delay.

This MOA offers highly affordable outdoor recreation opportunities to PSU students and faculty members, many of whom would either be unable to enjoy such opportunities, or simply choose to enjoy them elsewhere. Offering value-based, high quality recreation to local agencies and constituencies helps Cannon to achieve its overall mission.

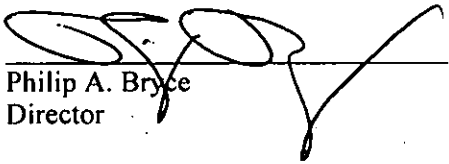
Between the yearly up-front payment and on-site revenue generated through tickets, rentals, ski lessons, and food and beverages, Cannon expects to generate well over \$50-60,000 annually from this opportunity. Additionally, we view this as a generational part of the fabric of Cannon and NH State Parks, in that these two groups (PSU students / faculty and Cannon Mountain family members) have been intertwined for as long as anyone can recall. In addition to being a substantial piece of business, securing this agreement with this particular user group is a huge part of building upon our brand loyalty for the lifetime of these very important users.

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

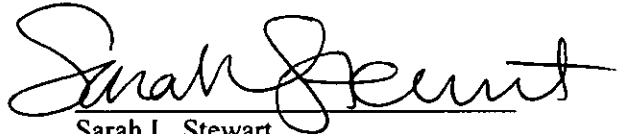
(TM)

Respectfully submitted,

Concurred,



Philip A. Bryce
Director



Sarah L. Stewart
Commissioner

MEMORANDUM OF AGREEMENT
between the
DEPARTMENT of NATURAL and CULTURAL RESOURCES
and
PLYMOUTH STATE UNIVERSITY

This Memorandum of Agreement (MOA) is entered into as of this 15th day of January, 2020, by and between the State of New Hampshire Department of Natural and Cultural Resources (DNCR) and the Plymouth State University (PSU), a New Hampshire 501 (c) (3) corporation located in Plymouth, New Hampshire, for discounted price recreational ski and snowboard programs at Cannon Mountain Ski Area.

Whereas, the State of New Hampshire owns Cannon Mountain Ski Area (Cannon), which is managed by DNCR through the Division of Parks and Recreation, Cannon Mountain Aerial Tramway and Ski Area, located at Franconia Notch State Park in Franconia, New Hampshire;

Now, therefore, in order to provide for discounted price recreational ski and snowboard programs at Cannon, DNCR agrees to provide the services and programs identified in Cannon Responsibilities.

1. CANNON RESPONSIBILITIES

- a. **Discounted Lift Tickets for PSU ID Holders:** The cost per individual for lift tickets for skiing or snowboarding with a valid PSU identification card (ID) and one additional form of photo ID will be \$5 per visit for the entire season. In addition:
 - i. One guest ticket per day may be purchased by a PSU ID holder at the following discount and under noted conditions:
 - 1. 50% off mid-week rates;
 - 2. 25% off weekend/holiday rates; and
 - 3. Free or discounted tickets shall not be sold or given to individuals other than PSU ID holder or guest.
 - ii. Tickets to be purchased at the ticket window.
 - iii. All dates are available for the discounted pricing for regular hours.
 - iv. Other discounts may be added as agreed upon in writing by both parties.

b. Additional Discounted Rates for PSU ID Holders:

Saturday Fun Nights (Huckerbrook Trail only)/Night Skiing	\$5
Alpine Ski Equipment Rental	\$16
Snowboarding Equipment Rental	\$16
Ski and Snowboard Group Lessons	\$16
Ski and Snowboard Private Lessons	\$45
Learn-to-Ski or -Ride Package	\$34
Cannon Logoed T-Shirts in Retail Shops	10% Off

c. PSU Ski Day:

- i. Cannon will offer a FREE ski day on Wednesday (date to be determined) once a year for the duration of this agreement. This is only for PSU ID holders. FREE group lessons will be available for that day. Day also includes: transportation to and from Cannon (2 buses with designated departure times), skiing and riding activities, barbeque (voucher for purchase), live entertainment, and fun race. Menu may include, but not limited to: main meal options including 1 vegetarian option, side option (e.g. French fries or chips), salad option (e.g. pasta OR green salad), non-alcoholic beverage, and dessert. Students can purchase a \$12 voucher for \$10 at Notchview Guest Services. The voucher can be used to purchase lunch listed above OR it can be used to purchase other regular-priced items off the menu with a total

- value of \$12.
- ii. New complimentary hot chocolate or coffee all day at all locations excluding the Tram Gift Shop. Students must show their PSU ID.
- iii. Alternate Ski Day, if inclement weather, TBD.

2. PSU RESPONSIBILITIES

- a. PSU shall manage Cannon access to an updated ski list, listing valid PSU ID holders.
- b. PSU shall coordinate Ski Day activities with support of Cannon.

3. CONTACT ADMINISTRATION

- a. The primary contact at PSU for operational aspects for the MOA shall be Tevis Bryant, who shall be the individual designated to initiate any changes in Cannon's responsibilities to be formally approved in writing as detailed in paragraph 1 of the MOA.
- b. PSU and Cannon have identified the following individuals as the primary contact for the package and PSU Ski Day:

PSU Contact

Tevis Bryant, Director of Student Life
Plymouth State University
17 High Street – MSC 54
Plymouth, NH 03264

Cannon Contact

Julianne Boissonneault
Cannon Mountain Ski Area
2650 Profile Road
Franconia, NH 03580

4. FINANCIAL CONDITIONS:

- a. PSU agrees to pay a total of \$60,000 (\$20,000 each year for the duration of the MOA) for services outlined in this MOA.
- b. Payment terms: \$10,000 is due within 10 days of Governor and Executive Council approval and receipt of invoice; and the balance of \$10,000 is due by March 15th each year, upon receipt of invoice.
- c. Invoices shall be emailed to:
psu-fsc-ss@plymouth.edu; and
tdbryant1@plymouth.edu.
- d. Checks shall be made payable to "Cannon Mountain Ski Area" and mailed to the Cannon Contact identified in paragraph 3.

5. INSURANCE: Cannon agrees to maintain insurance for comprehensive public liability in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and shall name PSU as additional insured for the purpose of this MOA.

6. TERMINATION: Either party may terminate this MOA upon written notice to the other, ten (10) days prior to termination. Upon termination, DNCR shall be paid for all services and programs provided prior to the termination.

7. DURATION: This MOA shall commence on November 17, 2019 and continue in effect for three (3) ski seasons until the last day of the 2021-2022 ski season at Cannon, unless terminated earlier by either party, or extended in writing by subsequent agreement of the parties and acceptance by the Governor and Executive Council.

(BELOW INTENTIONALLY LEFT BLANK - SIGNATURE PAGES FOLLOW)

In WITNESS THEREOF, the parties hereto have executed this MOA, which shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this MOA.

**State of New Hampshire
Department of Natural and Cultural Resources**

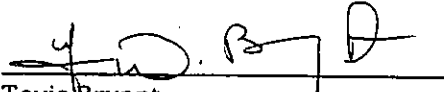


Sarah L. Stewart
Commissioner

2-20-20

Date

Plymouth State University - Authorized Department Representative.



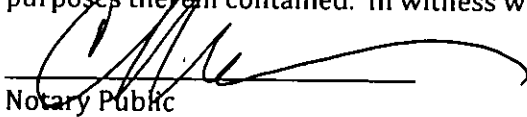
Tevis Bryant
Director of Student Life

1-15-2020

Date

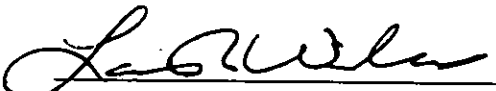
STATE OF
COUNTY OF

On this the 15th day of January, before me Cheryl Meserak the undersigned officer, personally appeared Tevis Bryant, 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:


Notary Public

My Commission Expires: 11-16-2021

Plymouth State University - Authorized Contract Signatory



Laurie Wilcox
AVP of Finance and Administration

1/16/2020

Date


STATE OF New Hampshire
COUNTY OF Grafton

On this the 16th day of January, before me Heather Arnold the undersigned officer, personally appeared Laurie Wilcox, 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:


Notary Public HEATHER A. ARNOLD, Notary Public
My Commission Expires August 24, 2021

My Commission Expires:

APPROVED AS TO FORM, SUBSTANCE AND EXECUTION


NH Attorney General's Office

2/24/20

Date

State of New Hampshire

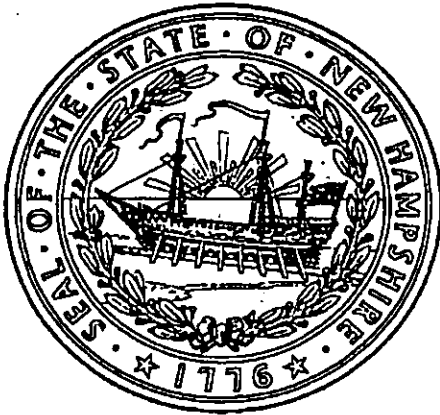
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PLYMOUTH STATE UNIVERSITY a New Hampshire State Chartered (Legislative) formed to transact business in New Hampshire on August 16, 1981. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 68624

Certificate Number : 0004780176



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of January A.D. 2020.

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

William M. Gardner
Secretary of State

Certificate of Authority #2

(Corporation, Non-Profit Corporation)

Corporate Bylaws

I, Tracy Claybaugh herby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

Plymouth State University. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of

Incorporation authorize the following officers or positions to bind the Corporation for

contractual obligations Associate Vice President, Finance and Administration
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions

authorized: Laurie R Wilcox
(list individuals holding positions authorized)

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. This authority shall remain valid for

thirty (30) days from the date of this certificate.

DATED: 1/21/20

ATTEST: [Signature]
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2020

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 Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Joshua Trowbridge	
	PHONE (A/C, No, Ext): 800-225-1865	FAX (A/C, No): 978-454-1865
E-MAIL ADDRESS: jtrowbridge@fredchurch.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United Educators Insurance		10020
INSURER B: Acadia Insurance Company		31325
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED UNIVSYS-01
 University System of New Hampshire
 5 Chenell Drive, Suite 301
 Concord NH 03301

COVERAGES

CERTIFICATE NUMBER: 2106813961

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/SUBR INSD: 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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		E01-95B	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ OTHER \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		CAA 526764113	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000		E01-95B	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 40,000,000 AGGREGATE \$ 40,000,000 OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Educators Legal Liability		E01-95B	11/1/2019	11/1/2020	Each Occurrence \$1,000,000 Aggregate \$3,000,000 Ea. Occ. / Aggregate \$30,000,000

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

Additional Insured Status is Provided Where Required by Contract

Evidence of insurance University of New Hampshire at Durham, University of New Hampshire at Manchester, Keene State College, Plymouth State University, NHPB, New Hampshire Public Television (NHPTV), University of New Hampshire Foundation, Inc., UNH Alumni Association, Center for Public Responsibility, and Corporate Citizenship, Granite State College, New Hampshire Fiber Network, Inc. (NHFN, Inc.)

CERTIFICATE HOLDER**CANCELLATION**

Cannon Mountain / FNSP
 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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2020

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.

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PRODUCER RSC Insurance Brokerage, Inc. 1 New Hampshire Avenue, Suite 125 Portsmouth, NH 03801	CONTACT NAME:	
	PHONE (A/C No. Ext): (603) 778-8985	FAX (A/C No.): (603) 778-8987
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: MEMIC Indemnity Company		11030
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
University System of New Hampshire
Attn Human Resources
5 Chenell Drive, Suite 301
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: 54085968 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	3102807054	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Evidence of insurance only.

CERTIFICATE HOLDER

The NH Department of Natural and Cultural Resources
19 Pillsbury Street
Concord NH 03301

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

Michael Christian

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