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STATE OF NEW HAMPSHIRE 2 PM 12:18 DAS
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION

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September 25, 2012

His Excellency, Governor John H. Lynch
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, Cannon Mountain to renew a 2012/2013 Membership and Radio Agreement with the New England Ski Areas Council (NESAC) (VC #177219), Lebanon, NH in the amount of \$11,531.92 for the upcoming ski season upon Governor and Executive Council approval through June 30, 2013. 100% Ski Area Fund

Funding is available in account titled, Cannon Mountain, as follows:

		<u>FY 2013</u>
03-35-35-351510-37030000-026-5000251	Organizational Dues	\$2,656.92
03-35-35-351510-37030000-069-5000567	Promotional/Marketing Expenses	\$8,875.00

EXPLANATION

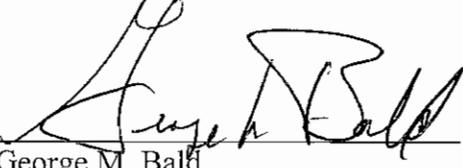
NESAC is responsible for gathering and publishing daily ski condition reports in major daily newspapers and wire services throughout the northeast. The dues are a prerequisite for participating in SnoCountry radio ski reports. NESAC's SnoCountry ski reports broadcast on key radio stations and the Weather Channel in several key markets. The markets target Boston, Providence, and the North Central New England region. Each daily report reaches a minimum of 12 million listeners. Cannon has been a long time member of the NESAC as their services are an important piece of our overall marketing strategy.

The required questionnaire developed for organizational dues and membership requests is attached for your information.

Respectfully submitted,

Concurred,


Philip A. Bryce
Director


George M. Bald
Commissioner

**Organizational Dues and Memberships
Cannon Mountain & SnoCountry Ski Areas Association**

The Governor and Executive Council is concerned with the number of organizations and cost to the State for Agency participation in professional organizations. A series of questions have been developed which should answer the majority of Governor and Executive Councilors concerns related to the value of each membership. Requests by State Agencies to enter into memberships with National, Regional, Professional or Other type of organizations must address the ten questions below in the Governor and Executive Council request letter.

The following questions, along with an associated response, must be included in the "Explanation" section of your request, along with a brief narrative explanation as provided in the past. (Please include the lead in sentence along with the questions and responses.)

Listed below are answers to standard questions required for Governor and Council organization dues and membership approval submissions:

1. How long has this organization been in existence and how long has this agency been a member of this organization?
SnoCountry Ski Areas Association has been in existence since 1968. Cannon Mountain has been a part of that every year.
2. Is there any other organization which provides the same or similar benefits which your agency belongs to?
No.
3. How many other state's belonging to this organization and is your agency the sole New Hampshire state agency that is a member?
NY State owned ski areas are members.
4. How is the dues structure established? (Standard fee for all states, based on population, based on other criteria, etc)
Dues are determined by LLL, linear lift-line length of all ski area lifts.
5. What benefit does the state receive from participating in this membership?
Cannon Mountain receives Radio, TV, newspaper, news wire, and internet coverage, with thousands of media outlets as part of this organization.
6. Are training or educational/ research materials included in the membership? If so, is the cost included? Explain in detail.
N/A
7. Is the membership required to receive any federal grants or required in order to receive or participate in licensing or certification exams? Explain.
No.
8. Is there any travel included with this membership fee? Explain in detail any travel to include the number of employees involved, the number of trips, destination if known and purposes of membership supported trips.
No.

9. Which state agency employees are directly involved with this organization? (Indicate if they are members, voting members, committee members, and/or officers of the organization.)

Greg Keeler, Cannon's director of marketing, is the main contact for SnoCountry. Cannon itself is the member, and he is not a voting/committee member or an officer of the organization.

10. Explain in detail any negative impact to the State if the Agency did not belong to this organization.

If Cannon did not belong to this organization, the mountain would not receive all the marketing and promotional benefits that every other ski area in New England receives by being part of SnoCountry.

12-13 Member Agreement & Insertion Order



RESORT: Cannon Mountain

SnoCountry has reserved the following Radio Regional Coverage Areas and Rotations for your resort based upon prior participation. If your resort has participated with The Skiing Weatherman, SnoNews or placed ads on SnoCountry.com, those selections have been highlighted for your resort as well. To modify your selection, either mark out the selection and/or enter your desired rotation/selection. After completion, please total the columns, enter a PO# (if applicable) on page 2, sign the second page and return both pages to: SNOCOUNTRY, Attention: ROB CHANDLER, FAX: 603-443-8838, or scan and email to: rob.chandler@snocountry.org

Skiing Weatherman

Region	Price	Resort Selection
Boston	\$975	X
Western New England	\$975	
Burlington	\$450	
Portland	\$650	
New York City	\$975	
Upstate New York	\$975	
Philly	\$975	
Western New York	\$650	
Keystone	\$975	
Chesapeake	\$975	
North Carolina	\$450	
SUBTOTAL:		\$
Multi-Region Discount	3-4 Regions Save 5%	-
	5-6 Regions Save 10%	-
	7+ Regions Save 12%	-
Shoot Dates		
Nov. 26 or March 18	\$900	
Dec. 3 through March 11	\$1,500	
Requested Shoot Date		
TOTAL:		\$975

\$3,600.00

Radio

Region	Package A 60% Rotation	Package B 25% Rotation	Resort Selection
Boston North	\$3,600	\$1,775	\$3,600.00
Boston South	\$3,600	\$1,775	\$1,775.00
New Hampshire Sea to Ski	\$1,850	\$1,075	\$1,850.00
Vermont	\$1,850	\$1,075	
Connecticut	\$1,275	\$650	
Western Mass	\$875	\$450	
Maine	\$875	\$400	
North Country	\$675	\$300	\$675.00
New York City & Long Island	\$3,850	\$1,775	
Hudson Valley	\$1,850	\$1,075	
Philly	\$1,650	\$695	
Northern NJ	\$875	\$575	
Upstate New York	\$675	\$300	
Keystone	\$875	\$450	
Southeast	\$875	\$450	
Chesapeake	\$675	\$300	
XM Satellite Radio	\$975	n/a	
National Network Syndication	\$325	n/a	
TOTAL:			\$7900

SnoNews

Date:	Pre-purchase Price:	Resort Selection
October 4	\$400	
October 18	\$400	
November 1	\$400	
November 8	\$400	
November 15	\$400	
November 22	\$400	
November 29	\$400	
December 6	\$400	
December 13	\$400	
December 20	\$400	
December 27	\$400	
January 3	\$400	
January 10	\$400	
January 17	\$400	
January 24	\$400	
January 31	\$400	
February 7	\$400	
February 14	\$400	
February 21	\$400	
February 28	\$400	
March 7	\$400	
March 14	\$400	
March 21	\$400	
March 28	\$400	
April 4	\$300	
April 18	\$300	
TOTAL:		\$

SnoCountry.com

*Flight(s) / Date(s)	Total Impressions	ROS or Geo-target	Pre-purchase \$10 (CPM)	TOTALS:
Flight 1:				\$
Flight 2:				\$
Flight 3:				\$
TOTALS:				\$

*This represents a pre-order only. A separate Insertion Order will be generated for SnoCountry.com listing specific dates, impressions, targeting, ad specs, etc.



RESORT: Cannon Mountain

Dues: Cannon Mountain ("Resort") applies to receive the benefits associated with membership in NESAC, Inc. d/b/a SnoCountry Mountain Reports ("SnoCountry") a not-for-profit trade association, through September 30, 2013 upon payment of dues and receipt of ski product:

- ♦ **ANNUAL DUES:** 14¢ per linear foot of total Lift Line Length (LLL). Resort current total LLL is: **18,978 feet**. Please verify.
- ♦ **SKI PRODUCT:** = **68 lift tickets valid for the 2012-13 season and RESORT will ship tickets to SnoCountry by November 1, 2012.**

1. Resort agrees to honor SNOCOUNTRY invoices for membership and services within the designated time limits. **Options (check one):**

- 3% Discount for Full Payment Received by August 15, 2012
- Full Payment Due November 1, 2012.

Interest will be charged on all past due accounts at 1% monthly, 12% annually on unpaid balance. Services will be discontinued due to non-payment. Prior season past due balances must be paid in full before any 2012-13 services will be rendered. SNOCOUNTRY will not make refunds if a resort is unable to operate at any time during the contract period.

2. Return contract to SNOCOUNTRY by August 15, 2012, to insure Resort's presence in same radio regions purchased by resort in 2011-12. After that date, participation will be open on a first-come, first-served basis and may be limited.

3. In return for full payment of membership dues and ski product, the Resort: a) expects that SNOCOUNTRY will make every effort to include them in daily transmissions of snow conditions and special events reports to media partners, b) is entitled to participate in the SnoCountry Mountain Reports radio network, and "The Skiing Weatherman" television reports, and c) is entitled to participate in SnoNews, SnoCountry.com and special promotions and programs associated with corporate sponsors.

4. Resort agrees to provide: a) complete snow conditions information in accordance with Reporting Standards as published by SnoCountry, b) an updated Resort Profile for use by SnoCountry and its media partners, and c) name of the primary snow reporter(s).

5. SnoCountry will not be responsible for any damages suffered by RESORT. SnoCountry's service is provided on an "as is, as available" basis. SnoCountry gives no warranty, expressed or implied, for the SnoCountry's services, including any warranty of merchantability or fitness for a particular purpose. Any damages incurred by RESORT due to disruption in service by SnoCountry or its affiliates shall be expressly limited to fees paid by RESORT to SnoCountry and shall under no circumstances include reimbursement for losses of income or other consequential damages claimed by RESORT. RESORT agrees that it shall defend, indemnify, save and hold SnoCountry harmless from, and against, any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against SnoCountry, its agents, customers, officers, and employees, that may arise or result from any service provided or performed, or agreed to be performed or any product sold by customer, its agents, employees or assigns.

6. Resort agrees to honor the SNOCOUNTRY Gold Card pass issued annually to SnoCountry staff, VIPs, and to the General Manager and Marketing Director of each member ski area. The Gold Card will be sent in December to member resorts in good standing.
Please Initial _____

SnoCountry Totals	PO#
Skiing Weatherman	\$ 975
Radio	\$ 7900
SnoNews	\$
SnoCountry.com Ads	\$
SUBTOTAL:	\$
-3% Discount when paid in full by August 15, 2012	\$
2012-13 NESAC Dues: Based on 18,978 LLL	\$2,656.92
TOTAL:	\$ 11,531.92

I have read and understand the terms of this agreement.

Agreed to for: Cannon Mountain, NH

Signature:

Greg A. Keeter

Email:

greg.keeter@dred.state.nh.us

Title:

Marketing Dir.

Date:

8/25/12

Return to:

SnoCountry Ski Areas Association

Attention: Rob Chandler

FAX: 603.443.8838

rob.chandler@snoCountry.org