

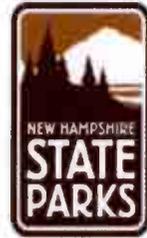


State of New Hampshire  
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES  
 DIVISION OF PARKS & RECREATION

172 Pembroke Road Concord, New Hampshire 03301  
 Phone: 603-271-3556 Fax: 603-271-3553  
 TDD Access: Relay NH 1-800-735-2964  
 nhstateparks.org

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JAN 28 2026



January 9, 2026

Her Excellency, Governor Kelly A. Ayotte  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Natural and Cultural Resources (DNCR), Division of Parks and Recreation, Cannon Mountain Ski Area (Cannon) to enter into a **retroactive** contract 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 of November 1, 2025 through April 13, 2026. No State Funds Required.
2. Further authorize the DNCR, Division of Parks and Recreation, Cannon to accept a payment of \$15,000 for discounted recreational ski and snowboard programs at Cannon Mountain Ski Area in accordance with the terms of this agreement.

Revenue will be deposited in account, Cannon Mountain, as follows:

	<b><u>FY 2026</u></b>
03-035-035-351010-37030000-009-402032- Agency Income	<b>\$15,000</b>

**EXPLANATION**

This request is **retroactive** because the bidding for the 2025-2026 Plymouth State University Skiing Package was not opened until September 2025 and the PSU Student Activities Association did not make a final decision until November 2025.

In October 2025, Cannon Mountain responded to a request for proposals for a one-year recreational ski and snowboard program put out by the PSU Student Activities Association. This package offers PSU students and faculty highly affordable outdoor recreation opportunities. 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 PSU tickets, PSU rentals, and PSU lessons. Cannon generates approximately \$37,000 per ski season in revenue making this agreement an essential partnership for the 2025-2026 ski season.

The PSU program at Cannon Mountain has been in place for several years and has consistently delivered value beyond direct ticket revenue. Most recently, the program generated approximately \$37,000 in ticket sales (see table below), along with an additional \$10,000 payment from PSU. While this revenue is modest in scale, the greater value of the program is in the long-term partnership between Cannon and PSU. The program increases student familiarity with Cannon Mountain,

encourages repeat visits with friends and family, and helps position Cannon as an accessible and affordable skiing option for college students within New Hampshire. Importantly, this partnership also supports Cannon's workforce pipeline. By providing affordable access to skiing and snow sports, we strengthen relationships with students who frequently transition into seasonal or post-graduation employment at Cannon. Historically, many PSU participants have gone on to work for Cannon during their academic years or after completing school, helping to address staffing needs. Overall, the PSU agreement supports Cannon's broader objectives of accessibility, community partnership, and workforce development, making it a strategic investment and not just a revenue-only initiative.

PSU Guest	\$13,867.00
PSU Ski/Snowboard Rental	\$2,860.00
PSU Student/Faculty/Staff TICKET	\$20,760.00
(blank)	
<b>Grand Total</b>	<b>\$37,487.00</b>

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

Respectfully submitted,



---

Sarah L. Stewart  
Commissioner



University System of New Hampshire  
Attn: USNH Director of Contract Management  
Farnum Hall  
28 College Drive Concord, NH 03301  
Email: jesse.frink@usnh.edu

RE: Plymouth State University Ski & Snowboard Package 2025-2026

Dear Melina,

October 17, 2025

On behalf of Cannon Mountain, it is our pleasure to submit a proposal for the 2025-2026 Plymouth State University Ski and Snowboard Package.

Working with PSU, the Student Experience Department and the student body as a whole for nearly two decades, I personally appreciate the history and importance of the skiing package program as an excellent way to encourage participation in winter sports and use of our natural resources in the White Mountains at an affordable rate.

The Plymouth State Ski & Snowboard package has been in place for decades and has ultimately led students and alumni alike to find a lifelong love for the winter sport(s), some even finding their careers in the industry. Our greatest hope is that Cannon can extend the same outcome to current Plymouth students. The highlight of our proposal again this winter is a \$20.00 ticket price for students, faculty and staff. We request the full instalment payment of \$15,000.

Thank you for the opportunity to again submit a proposal this season, and we wish Plymouth State University faculty and students the best in 2025-2026.

Sincerely,

*Julianne Ireland Harvey*

Julianne Ireland Harvey  
Sales Manager  
Cannon Mountain & Franconia Notch State Park  
Franconia, NH 03580  
State of New Hampshire Department of Natural and Cultural Resources (DNCR)

# **PROPOSAL**

## 1) Rates:

### **i) Discounted Lift Tickets for PSU ID Holders**

- (a) Lift Tickets for PSU ID Holders (Sunday-Friday Only, excludes Saturdays): \$20
- (b) Separate One-Time RFID Card Charge: \$5 (Students will keep and load future tickets onto their RFID Card. If card is lost or stolen, there will be a \$5 replacement fee) (Additional form of ID required at time of sale alongside confirmation of eligibility on PSU generated eligibility list. Ineligible students will be charged adult rates.)
- (c) Guest of PSU ID Holder: \$52 (PSU ID Holder must be present at time of sale)

### **ii) Additional Discounted Rates for PSU ID Holders**

- (a) Ski Equipment Rental for PSU ID Holders only: \$25
- (b) Snowboard Equipment Rental PSU ID Holders only: \$25
- (c) Ski & Snowboard Group Lessons PSU ID Holders only: \$28
- (d) Ski & Snowboard Private Lessons PSU ID Holders only: \$55
- (e) Learn to Ski or Ride Package PSU ID Holders only: \$50
- (f) Cannon Logo Tee Shirts in Retail Shops PSU ID Holders only: \$10% Off

## 2) PSU Responsibilities:

- (a) PSU shall manage Cannon Access to an updated ski list, listing valid PSU ID holders.

## 3) Financial Conditions:

- (a) Cannon requests a payment of \$15,000 for services.
- (b) Payment terms: \$15,000 due within 10 days of Governor and Executive Council approval and receipt of invoice.
- (c) Checks shall be made payable to "The State of New Hampshire" and mailed to the Cannon Contact identified in section 18.

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <b>Department of Natural and Cultural Resources</b>		1.2 State Agency Address <b>172 Pembroke Road, Concord NH 03301</b>	
1.3 Contractor Name <b>Plymouth State University</b>		1.4 Contractor Address <b>17 High Street MSC 35 Plymouth, NH 03264</b>	
1.5 Contractor Phone Number <b>603-862-4296</b>	1.6 Account Unit and Class <b>03-035-035-0351010-37030000-009-402032</b>	1.7 Completion Date <b>04/13/2026</b>	1.8 Price Limitation <b>\$15,000</b>
1.9 Contracting Officer for State Agency <b>David Webster, Business Administrator II</b>		1.10 State Agency Telephone Number <b>603-823-8800 EXT 721</b>	
1.11 Contractor Signature  <small>Nicole Nover / Nov 14, 2025 16:52:51 EST</small>		1.12 Name and Title of Contractor Signatory <b>Nicole Nover</b>	
1.13 State Agency Signature  Date: 12/22/25		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner DNCR	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: <u>Mary E. Maloney</u> On: December 30, 2025			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. 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 appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**26. 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 with respect to the subject matter hereof.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION**

**Cannon Mountain Ski Area & PSU Discounted Recreational Ski and Snowboard Programs**

**EXHIBIT A**

There are no additional or special provisions in this contract.

**EXHIBIT B**

Cannon Mountain Ski Area shall provide discounted lift tickets outlined below:

**i) Discounted Lift Tickets for PSU ID Holders**

- (a) Lift Tickets for PSU ID Holders (Sunday-Friday Only): \$20
- (b) Separate One-Time RFID Card Charge: \$5 (Students will keep and load future tickets onto their RFID Card. If card is lost or stolen, there will be a \$5 replacement fee) (Additional form of ID required at time of sale alongside confirmation of eligibility on PSU generated eligibility list. Ineligible students will be charged adult rates.)
- (c) Guest of PSU ID Holder: \$52 (PSU ID Holder must be present at time of sale)

**ii) Additional Discounted Rates for PSU ID Holders**

- (a) Ski Equipment Rental for PSU ID Holders only: \$25
- (b) Snowboard Equipment Rental PSU ID Holders only: \$25
- (c) Ski & Snowboard Group Lessons PSU ID Holders only: \$28
- (d) Ski & Snowboard Private Lessons PSU ID Holders only: \$55
- (e) Learn to Ski or Ride Package PSU ID Holders only: \$50
- (f) Cannon Logo Tee Shirts in Retail Shops PSU ID Holders only: \$10% Off

**EXHIBIT C**

**Contract Price**

Total contract shall not exceed:        \$15,000

**Method of Payment**

Payment is due within 30 days of Governor and Executive Council approval, and receipt of invoice emailed to usnh.invoices@usnh.edu. Checks shall be made payable to “The State of New Hampshire” and mailed to the Cannon contact.

**Term**

This contract shall commence upon the approval of the Governor and Executive Council.

Contractor Initials     NN      
Date 11/14/2025

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that UNIVERSITY SYSTEM OF NEW HAMPSHIRE 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: **66980**

Certificate Number: **0007183493**



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 May A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan  
Secretary of State

# University System of New Hampshire

General Counsel's Office

## CERTIFICATE

I, Chad Pimentel, do hereby certify that:

- (1) I am the duly appointed General Counsel and Secretary of the University System of New Hampshire ("USNH").
- (2) I am familiar with the legislative charter, bylaws, and minute books of USNH, a body including the University of New Hampshire, Keene State College, and Plymouth State University. I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates.
- (3) Nicole Nover is the Plymouth State Assistant Director of Student Experience.
- (4) Assistant Directors of Student Experience are authorized to enter into contracts regarding extracurricular student programming on behalf of Plymouth State, including the proposed agreement with Cannon Mountain

IN WITNESS WHEREOF, I have here unto set my hand as the Secretary of the University System of New Hampshire, this 24th day of November 2025.



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Chad Pimentel  
General Counsel & Secretary



**STATE OF N.H. P-37 CONTRACT CHECKLIST**

1. State Agency Name & Address: Dept. Natural and Cultural Resources 172 Pembroke Rd. Concord, NH 03301	2. Primary Agency Contact Phone Number:  603-271-2645
3. Primary Agency Contact Name and Title (for contract questions/discussion):  Dave Webster Business Administrator II	4. Primary Agency Contact Email:  David.M.Webster@dncr.nh.gov
5. Secondary Agency Contact (for contract return):  Andrea Olsson Administrative Operations Supervisor	6. Secondary Agency Contact Phone Number:  603-271-2376
7. Contractor Name (See P-37, Block 1.3): Plymouth State University	8. Price Limitation (See P-37, block 1.8):  \$15,000
9. Targeted G & C Closing Date:  January 8, 2026	10. Targeted G & C Meeting Date:  January 28, 2026

11. RUSH? Y  N  REQUESTED RUSH RETURN DATE FROM DOJ \_\_\_\_\_  
(If requested return date is less than two weeks from Targeted G & C Closing Date, please explain on separate sheet.)

12. Did the agency review the contract, its attachments, cover letter, and all other materials included with the submission, and redact information that is private, confidential, proprietary, or otherwise exempt from public disclosure under RSA 91-A or other laws? YES  NO

**PART 1: CONTRACT CHECKLIST FOR DEPARTMENT OF JUSTICE REVIEW**

Item	Verify	<input type="checkbox"/>	Comments
13. Execution	Fully and properly executed; all blocks on P-37 or amendment fully completed. Each page initialed by contractor. All modifications initialed by the parties.	<input checked="" type="checkbox"/>	
14. Exhibit A Special Provisions (P-37)	Modifications, additions and/or deletions to Form P-37, General Provisions, described in detail.	<input checked="" type="checkbox"/>	
15. Exhibit B Scope of Services (P-37)	Scope of Services described in detail.	<input checked="" type="checkbox"/>	

**STATE OF N.H. P-37 CONTRACT CHECKLIST**

16.	<b>Exhibit C Payment Terms (P-37)</b>	Contract price, method and terms of payment described in detail.	■	
17.	<b>Secretary of State's Office Certificate of Good Standing ("CGS")</b>	Certificate of Good Standing attached ( I. See RSA 5:18-a; II. Individuals contracting in their own name do not need a CGS. Business organizations and trade names need a CGS, except for nonresident non-profit corporations.)	■	
18.	<b>Certificate of Vote / Authority ("CVA")</b>	CVA attached. (Individuals contracting in their own name do not need a CVA. Business entities and trade names need a CVA. )	■	
19.	<b>Certificate of Insurance</b>	Certificate of Insurance form attached with insurance coverage required under the contract. Modifications of insurance coverage required under the contract specified in Exhibit A.	■	
20.	<b>Bond/Security and Power of Attorney</b>	If contract requires a bond, required documentation (e.g. letter of credit) is attached.	□	N/A
21.	<b>Workers' Compensation</b>	Contractor demonstrates compliance with or exemption from RSA 281-A (and, if applicable, RSA 228:4-b and RSA 21-I:80, and any other applicable laws or rules).	■	

**STATE OF N.H. P-37 CONTRACT CHECKLIST**

22. <b>Amendment</b>	Originally approved contract and any prior amendments provided to DOJ and DAS with amendment. Exercise of any renewal/extension options in the original contract identified in amendment.	<input type="checkbox"/>	N/A
23. <b>Business Associate Agreement</b>	Fully executed HIPAA Business Associate Agreement attached (if applicable).	<input type="checkbox"/>	N/A
24. <b>Completed Review for Nonpublic Information</b>	Confirm that the agency has checked "yes" to Box 12 above.	<input checked="" type="checkbox"/>	
25. <b>Request Letter – Explanation</b>	Description of services; reason for retroactive or sole source; details of bidding process; proper statewide approvals obtained.	<input checked="" type="checkbox"/>	
26. <b>Independent Contractor – Division of Personnel</b>	DoP signature in block 1.15 in Form P-37; independent contractor justification form attached.	<input checked="" type="checkbox"/>	

**FOR DOJ USE ONLY**

<b>DATE RECEIVED:</b> December 22, 2025	<b>DATE APPROVED:</b> December 30, 2025
<b>DATE CONDITIONALLY APPROVED:</b>	<b>DATE REJECTED:</b>
<b>REVIEWING ATTORNEY:</b> Mary E. Maloney	<b>PHONE AND EMAIL:</b> 603-271-1292 mary.e.maloney@doj.nh.gov

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**STATE OF N.H. P-37 CONTRACT CHECKLIST**

**PART 2: CONTRACT CHECKLIST FOR DEPARTMENT OF ADMINISTRATIVE SERVICES REVIEW**

Item	Verify		Comments
27. <b>Request Letter – Requested Action</b>	Requesting Party; purpose (to enter into a contract); contractor name/address; cost; services; timing; funding source.	<input type="checkbox"/>	
28. <b>Request Letter – Funding &amp; Funding Statement</b>	Verify that funding is available; contingent upon future budgets; allocated by fiscal year; proper account numbers used.	<input type="checkbox"/>	
29. <b>Request Letter – Explanation</b>	Description of services; reason for retroactive or sole source; details of bidding process; proper statewide approvals obtained.	<input type="checkbox"/>	
30. <b>DoIT Approval (if applicable)</b>	Dept. of Information Technology Approval Letter attached.	<input type="checkbox"/>	
31. <b>Personnel Approval (if applicable)</b>	Director of Personnel signature on P-37 or approval letter attached.	<input type="checkbox"/>	
32. <b>Bid Evaluation/ Summary</b>	Criteria & scoring; evaluation team members & qualifications included; bid-opening minutes.	<input type="checkbox"/>	
33. <b>Central Services – Is a Statewide contract available?</b>	Limit contract to period for which a statewide contract is not available.	<input type="checkbox"/>	
34. <b>Authorized Signor</b>	Agency signatory must have legal authority (via statute or power of attorney) to contract on behalf of the State.	<input type="checkbox"/>	
35. <b>Social Service Contracts</b>	Provide latest F/S; list of BOD; key personnel & salaries; resumes of those involved in the project.	<input type="checkbox"/>	
36. <b>Format</b>	Pages double-sided; ¾ inch margins; font is 10 Pica or larger; all pages sequentially numbered and labeled (Page 1 of; Exhibit A, B, etc); pages initialed and dated.	<input type="checkbox"/>	

**STATE OF N.H. P-37 CONTRACT CHECKLIST**

37. <b>Number of Copies</b>	One original and the number of copies as required by the DAS Administrative Handbook	<input type="checkbox"/>	
38. <b>Order of Documents in Request Package</b>	G&C Letter; bid summary; DoIT approval; personnel approval; executed contract or contract amendment; Exhibit A; Exhibit B; Exhibit C; Certificate of Good Standing; Certificate of Vote/ Authority; Certificate of Insurance; Bond/Security and Power of Attorney; Workers' Compensation; Business Associate Agreement; Social Services Documents; Audited F/S, BOD, key personnel, resumes; original request letter & contract, if current request is an amendment.	<input type="checkbox"/>	
39. <b>Review for Nonpublic Information</b>	Confirm that the agency has checked "yes" to Box 12 above.	<input type="checkbox"/>	

**FOR DAS USE ONLY**

<b>DATE RECEIVED:</b>	<b>REVIEWING BUSINESS SUPERVISOR:</b>
<b>PHONE:</b>	<b>EMAIL:</b>

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