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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



May 21, 2026

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to enter into a contract with Weston & Sampson Engineers, Inc. (VC #161546), of Portsmouth, NH in the amount of \$237,978 for the purpose of conducting a feasibility study of the Mt. Sunapee Ski Area sewage lagoon system effective upon Governor and Executive Council approval through April 30, 2027. **100% Park Operations**

Funding is available in account; Park Operations; as follows:

	<u>FY2027</u>
03-035-035-351510-37200000-103-501590-Contracts for Operational Services	\$237,978

EXPLANATION

The Division of Parks and Recreation (P&R) owns Mt. Sunapee Ski Area in Newbury, NH. This project will provide a comprehensive feasibility study to evaluate the existing wastewater treatment lagoons and spray irrigation fields at Mt. Sunapee Ski Area, identify system deficiencies, and develop design flows and loads for a 20-year planning horizon. The study will assess alternative wastewater treatment and effluent disposal technologies, including cost analysis, permitting requirements, and environmental impacts. Deliverables include draft and final reports, public meeting presentations, and recommendations for the most effective and sustainable solution.

The existing sewage lagoon system at Mt. Sunapee was constructed in the late 1960s and early 1970s and is nearing the end of its useful life. Modernization will likely be necessary to ensure compliance with state and federal water quality standards, protect public health and the environment, and support continued operation of this major recreational facility.

This study is a prerequisite for future funding opportunities through the Clean Water State Revolving Fund (CWSRF) program and there is potential that \$100,000 in funding may be awarded from CWSRF for this project. This study will provide DNCR with a comprehensive plan for wastewater system upgrades, including cost estimates, operational requirements, and environmental considerations. Approval of this contract is necessary to initiate the study and allow DNCR to proceed with planning for system improvements that protect water quality and support tourism and economic activity in the region.

To identify a qualified consultant, DNCR issued a Request for Qualifications (RFQ) on October 21, 2025, seeking firms with expertise in wastewater treatment and lagoon system upgrades. The RFQ was posted on the DAS NH Purchasing and the NH State Parks websites as well as sent to Alpha Graphics, Constructions Summary, Dodge/McGraw-Hill, Signature Digital Imaging, and Works in Progress. Qualifications were due November 21, 2025. One firm, Weston & Sampson Engineers, Inc., submitted a response. DNCR reached out to other potential vendors to investigate the lack of response and found one vendor had a lack of interest due to multiple existing ARPA projects and the other vendor did not respond because the timing of this project conflicted with their schedule. A selection committee was formed made up of a representative from Vail Resorts, the Chair of the Mt. Sunapee Advisory Committee, two NHDES professionals, the Commissioner of DNCR, a DNCR administrator, a DNCR planner and a DNCR civil engineer. The committee interviewed Weston &

Sampson and reviewed the submission; upon review it was determined that Weston & Sampson possesses the engineering expertise and technical skills to accomplish the data collection and study concerning the wastewater treatment system at the Mt. Sunapee ski area. DNCR consulted with NHDES on the overall cost estimate and they concurred that it was in line with similar studies.

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

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Adam Crepeau".

Adam Crepeau
Interim Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Parks and Recreation
Planning and Development**

Closing Date: November 21, 2025

**Mt. Sunapee Ski Area
Sewage Lagoon Study
Project #: COM2521**

Contractor Name and Address	Bid Amount
Weston & Sampson Engineers, Inc. 100 International Drive, Suite 152 Portsmouth, NH 03801	\$237,978

Bidding Procedure: To identify a qualified consultant, DNCR issued a Request for Qualifications (RFQ) on October 21, 2025, seeking firms with expertise in wastewater treatment and lagoon system upgrades. The RFQ was posted on the DAS NH Purchasing and the NH State Parks websites as well as sent to Alpha Graphics, Constructions Summary, Dodge/McGraw-Hill, Signature Digital Imaging, and Works in Progress. Qualifications were due November 21, 2025. One firm, Weston & Sampson Engineers, Inc., submitted a response. DNCR reached out to other potential vendors to investigate the lack of response and found one vendor had a lack of interest due to multiple existing ARPA projects and the other vendor did not respond because the timing of this project conflicted with their schedule. A selection committee was formed made up of a representative from Vail Resorts, the Chair of the Mt. Sunapee Advisory Committee, two NHDES professionals, the Commissioner of DNCR, a DNCR administrator, a DNCR planner and DNCR civil engineer. The committee interviewed Weston & Sampson and reviewed the submission; upon review it was determined that Weston & Sampson possesses the engineering expertise and technical skills to accomplish the data collection and study concerning the wastewater treatment system at the Mt. Sunapee ski area. DNCR consulted with NHDES on the overall cost estimate and they concurred that it was in line with similar studies.

Bid Evaluator: Selection Committee

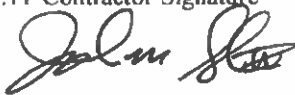
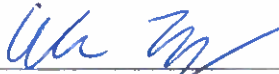
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Weston & Sampson Engineers Inc.		1.4 Contractor Address 100 International Drive Suite 152 Portsmouth, NH 03801	
1.5 Contractor Phone Number 978-532-1900	1.6 Account Unit and Class 03-351510-37200000- 103-501590	1.7 Completion Date 4/30/2027	1.8 Price Limitation \$237,978
1.9 Contracting Officer for State Agency Seth.S.Prescott		1.10 State Agency Telephone Number 603-271-3982	
1.11 Contractor Signature  Date: 5/18/26		1.12 Name and Title of Contractor Signatory John M. Sykora III, Vice President	
1.13 State Agency Signature  Date: 5/27/26		1.14 Name and Title of State Agency Signatory Adam Crepeau, Commissioner	
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: <u>May 28, 2026</u>			
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.

Contractor Initials *JS*
Date *5/18/26*

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

Mt. Sunapee Ski Area-Sewage Lagoon Feasibility Study

EXHIBIT A

Special Provisions:

1. See Attachment A – NH Department of Environmental Services (DES) Approval Request Letter dated May 14, 2026.

EXHIBIT B

Scope of Services:

1. **Generally.** Contractor will perform a comprehensive feasibility study (the "Feasibility Study") related to wastewater management at the Mt. Sunapee Ski Area in Newbury, New Hampshire (the "Property"). The scope of the Feasibility Study will include both: (1) evaluation and analysis of the current wastewater management system at the Property (the "Evaluation"); and (2) analysis of alternative wastewater management systems at the Property. The intent of the Feasibility Study is for Contractor to produce a final report containing comprehensive analysis of wastewater treatment options at the Property; effluent disposal options at the Property; federal, state, and local permitting requirements related such options; and analysis of how the options further the protection of water quality on the Property.
2. **Feasibility Study Tasks.** Contractor shall perform the following tasks in completing the Feasibility Study:
 - a. **Hydrogeological Assessment.**
 - i. **Preliminary Assessment.** Contractor will perform a prelim hydrogeological assessment of the Property's current wastewater management system. To perform this hydrogeological assessment, Contractor will review relevant hydrogeological data, including but not limited to wastewater flow data and wastewater influent and effluent water quality data. Contractor will further review all pertinent federal, state, and local regulations related to wastewater treatment and discharge at the Property. Upon the review of such relevant hydrogeological data and regulations, Contractor will

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develop a conceptual hydrogeologic model of the lagoon area and down gradient to the lake where the current wastewater management system is located.

- ii. Field Assessment. Following development of the conceptual hydrogeologic model, Contractor will perform a subsurface investigation of the areas of the Property where the current wastewater management system is located. This subsurface investigation shall include on-site test pit excavation to depths of approximately 10 to 15 feet below ground surface. Prior to excavation, Contractor will conduct a site visit to identify and stake proposed test pit locations through a field hydrogeologist. Contractor will conduct grain-size distribution analysis of all soil samples collected from the test pits. Contractor will refine the conceptual hydrogeologic model developed through its preliminary assessment based on this field assessment and related grain-size distribution analysis.
 - iii. Technical Memorandum. Based on its preliminary assessment and field assessment, Contractor will provide the State with a technical memorandum that details all of the work performed in conducting these assessments, all of the findings and conclusions related to these assessments, and Contractor's recommendations related to these assessments. Additionally, this technical memorandum will set forth Contractor's detailed assessment of the suitability of the Property for continued groundwater discharge of treated effluent. This technical memorandum shall also include Contractor's assessment of the sufficiency of the wastewater flow data and water quality data upon which the memorandum is based, and it shall identify any gaps in such data that Contractor has reason to believe exist and make recommendations for additional flow monitoring and water quality sampling and analysis that Contractor believes is reasonably necessary to complete a comprehensive and complete hydrogeological assessment. Contractor shall have 55 days from the commencement of this agreement to provide this technical memorandum to the State.
- b. Flow & Load Analysis. Contractor shall assess the anticipated wastewater needs for both the current usage of the Property as well as possible expansions of the Mount Sunapee Resort. Such assessment shall be based upon consultation with the State and with the State's lessee of the Property. Based upon such consultation and assessment, and in

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accordance with *N.H. Admin. R.*, Env-Wq 707.04(b), (c)(2), (c)(4), and (c)(5), Contractor shall develop design flows and loads for each year through 2046. Contractor will provide the State with a technical memorandum that presents Contractor's flow and load analysis in accordance herewith. Contractor shall have 90 days from the commencement of this agreement to provide this technical memorandum to the State.

c. *Evaluation of Wastewater Treatment and Disposal Options, and production of Final Report.*

i. *Preliminary technical memorandum.* Contractor shall provide the State with a preliminary technical memorandum containing Contractor's evaluation of wastewater treatment *and* wastewater disposal options for the Property.

1. *Wastewater Disposal.* With respect to disposal treatment options, Contractor shall evaluate the following effluent disposal options for the Property: (1) spray irrigation (current practice); (2) leaching fields; and (3) pumping to a publicly owned treatment works facility in the vicinity of the Property. This evaluation shall include assessment of effluent standards at the point of discharge (*i.e.*, groundwater or surface water). Such effluent standards are intended to include the standards necessary to obtain a groundwater discharge permit from the State of New Hampshire, or otherwise to obtain an NPDES permit from EPA Region 1 for surface water discharge.

2. *Wastewater Treatment.* With respect to wastewater treatment options, Contractor shall evaluate the following candidate technologies for wastewater treatment and associated sludge handling: (1) facultative lagoons (current practice); (2) aerated lagoons; (3) hybrid fixed film systems; (4) sand filtration systems; (5) package pre-treatment plants.

3. *Memorandum & Presentation.* Contractor shall set forth its evaluations of wastewater treatment and disposal options in a preliminary technical memorandum provided to the State, due to the State within 165 days of the commencement of this agreement. Contractor shall thereafter meet with the State, including with the Department of Natural and Cultural

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Date

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3/18/26

Resources and the Department of Environmental Services, to present and discuss the evaluations set forth in its report. The State may thereafter elect to present Contractor's evaluations or information related thereto to the Mount Sunapee Advisory Commission through a public meeting, and to the extent the State makes such election, Contractor shall provide a summary of its preliminary technical memorandum for distribution at the meeting and Contractor shall further make itself available for the meeting for purposes of presenting its evaluations.

- ii. Full-Scale Wastewater System Alternatives & Technical Memorandum. Following Contractor's presentation and consideration of feedback from the Mount Sunapee Advisory Commission from 2(c)(i)(3)., Contractor shall provide the State with a preliminary technical memorandum that sets forth no fewer than three (3) full-scale wastewater system alternatives (including wastewater treatment and effluent disposal schemes) to the present facultative lagoons and spray irrigation system. Unless otherwise agreed to by the parties in writing, the preliminary technical memorandum shall be provided to the State within 30 days of receiving comments from the Mount Sunapee Advisory Commission and/or the State as detailed in 2(c)(i)(3), whichever is later.

1. *Content of Preliminary Technical Memorandum*. The preliminary technical memorandum shall set forth comprehensive analysis of the following: (1) advantages and disadvantages of each system alternative, as well as advantages and disadvantages of the present system; (2) cost evaluation of each system alternative, to include evaluation of capital cost, operating cost, maintenance cost, and total present worth; (3) needs with respect to staffing, licensing/certification of operators, maintenance, and monitoring of each system alternative; (4) options and associated costs with respect to reclamation of the current lagoons and spray fields, to the extent their current use is discontinued; (5) potential and likelihood of community impacts from each system alternatives, to include but not be limited to assessment of odor control, recreational impacts, and compatibility with the surrounding environment; and (6)

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sources of potential funding to construct each system alternative.

2. *Report & Presentation.* Upon completion of the preliminary technical memorandum and submission of said report to the State, Contractor shall meet with the State, including the Department of Natural and Cultural Resources and the Department of Environmental Services, to present and discuss the analysis set forth in the preliminary technical memorandum. The State may thereafter elect to present Contractor's report, or information therein, to the Mount Sunapee Advisory Commission through a public meeting, and to the extent the State makes such election, Contractor shall provide a summary of its preliminary technical memorandum for distribution at the meeting and Contractor shall further make itself available for the meeting for purposes of presenting its preliminary technical memorandum and information therein. Final technical memorandum will be provided upon receiving stakeholder comments.

iii. Final Study Report. Following presentation of Contractor's technical memoranda and consideration of feedback from the Mount Sunapee Advisory Commission, Contractor shall provide the State with a draft Study Report that integrates all the information contained within Contractor's previously-developed technical memoranda.

1. Upon completion of the draft Study Report and submission of said report to the State, Contractor shall meet with the State, including the Department of Natural and Cultural Resources and the Department of Environmental Services, to present and discuss the draft Study Report. The State may thereafter elect to present Contractor's report, or information therein, to the Mount Sunapee Advisory Commission through a public meeting, and to the extent the State makes such election, Contractor shall provide a summary of its draft Study Report for distribution at the meeting and Contractor shall further make itself available for the meeting for purposes of presenting its draft Study Report and information therein.

2. Unless otherwise agreed to by the parties in writing, Contractor shall deliver the final Study Report to the State

Contractor Initials JAS
Date 5/18/26

within 30 days of receiving comments from the Mount Sunapee Advisory Commission and/or the State, whichever is later. At the State's request, Contractor shall be available for up to two (2) additional meetings that may involve discussion related to the feasibility of the Property's wastewater management system and any potential replacement thereof. At any such further meetings, Contractor shall be prepared to present any and all information related to the feasibility study as described herein. Any additional services, after the Final Report submission and up to two (2) additional meetings, shall require additional compensation and extension of time.

3. **Copies.** With respect to each memorandum and report described herein, Contractor shall provide the State with six copies of each memorandum and report. Contractor is further responsible for providing the State with one copy of design calculations, work sheets, field notes, estimates and other data generated in preparing any deliverable identified within this scope of services.
4. **Data.** All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the State and shall be transmitted to the State in clean and orderly condition on demand; however, these may be left in the possession of Contractor during the term of this agreement, at the State's discretion. All drawings shall be in AutoCAD .dwg format with all attached and linked documents and images and standard .pdf on a thumb drive. Contractor shall provide the State with drawings and other work product in other reasonable forms that the State may request.
5. **Project Engineer.** Contractor agrees to assign in active charge of the services provided hereunder, and for the term of this agreement, a Project Engineer who is a permanent employee of Contractor and who is a prequalified sanitary engineer under applicable State rules. The Project Engineer shall be *Erik Carlson, P.E. Project Manager II*. Any proposed change in the identity of the Project Engineer shall first be approved by the State prior to any transfer of responsibility being made.
6. **Clean Water State Revolving Fund Planning Loan Requirements.** In addition to other meetings described herein, Contractor will prepare and lead a series of three (3) meetings with DNCR and DES related to the kick-off, mid-point, and wrap-up portions of the services described herein. No later than 5 (five) business days prior to any meeting with DNCR and DES, Contractor shall provide DNCR and DES with such documents, reports, or memoranda related to the feasibility

Contractor Initials

Date 5/18/26

study as DNCR or DES requests for the purpose of ensuring that DNCR and DES can review and provide comment on such documents, reports, or memoranda. Contractor shall prepare all CWSRF loan disbursement requests for submission to DES. Contractor will provide all final documents to DNCR and DES in electronic form and in any other reasonable form the State may request.

7. **Web Content Accessibility.** Any reports submitted for public viewing on any NH State webpage must comply with the World Wide Web Consortium's *Web Content Accessibility Guidelines (WCAG) 2.1 AA* requirements.

EXHIBIT C

Contract Price

Total not to exceed: \$237,978

Method of Payment:

Payments shall be made monthly in proportion to the work completed and approved by the Project Manager and within 30 days after receipt of monthly billing based on hours and rates by labor category with markup and incidental expenses, at the rates identified on Attachment B hereto, which is incorporated herein by reference to the limited extent that it is otherwise consistent with the terms of this agreement.

Term

This contract shall commence upon approval by Governor and Executive Council, with a completion date of April 30, 2027.

Contractor Initials
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ATTACHMENT A
DES Approval Letter



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

DES APPROVAL REQUEST LETTER

May 14, 2026

Robert R. Scott, Commissioner
 NH Department of Environmental Services
 29 Hazen Drive
 Concord, NH 03302

REQUESTED ACTION

Pursuant to RSA 21-I:80. I(b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, to enter into a contract with Weston & Sampson Engineers, Inc. (VC #161546), of Portsmouth, NH in the amount of \$237,978 for the purpose of conducting a feasibility study of the Mt. Sunapee Ski Area sewage lagoon system upon Governor and Executive Council approval through April 30, 2027. **Park Operations**

Funding is available in account: Contracts for Operational Services; as follows:

03-035-035-351 510-37200000-103-501590-35PMSLAGOON-Contracts for Operational Services	<u>FY2026</u> \$237,978
---	----------------------------

EXPLANATION

This project will provide a comprehensive feasibility study to evaluate the existing wastewater treatment lagoons and spray irrigation fields at Mt. Sunapee Ski Area, identify system deficiencies, and develop design flows and loads for a 20-year planning horizon. The study will assess alternative wastewater treatment and effluent disposal technologies, including cost analysis, permitting requirements, and environmental impacts. Deliverables include draft and final reports, public meeting presentations, and recommendations for the most effective and sustainable solution.

Seth Prescott, Civil Engineer IV of the Capital Projects and Maintenance Bureau, will be managing this project. His contact information is: Seth Prescott, Civil Engineer IV, 603-271-3982, Seth.s.prescott@dncr.nh.gov


CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate. It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the NHDES's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

Respectfully Submitted,

Approved by


 Adam J. Crepeau, Acting Commissioner
 Department of Natural and Cultural Resources


 Robert R. Scott, Commissioner
 (or Authorized Representative)
 Department of Environmental Services

ATTACHMENT B
Contract Cost Summary

Cost or Price Summary Format for Sub-agreements Under NH SAG and SRF

Part I: General				
Grantee/Loanee Name: State of New Hampshire Department of Natural and Cultural Resources			Grant/Loan #:	
Contractor/Subcontractor Name: Weston & Sampson Engineers, Inc.			Proposal Date: 5/8/2026	
Contractor/Subcontractor Address: 100 International Drive, Suite 152 Portsmouth NH 03801 Street name and number City/Town State ZIP			Services Furnished: Professional Engineering Services	
Part II: Cost Summary				
Direct Labor (Specify labor categories)	Hours	Hourly Rate	Estimated (Est.) Cost	Totals
Principal	39	114.42	4,462.38	
Technical Lead	114	89.36	10,187.04	
Project Manager	213	64.90	13,823.70	
Senior Project Manager	26	99.76	2,593.76	
Project Manager/Technical Lead	47	80.00	3,760.00	
Project Engineer	482	41.38	19,945.16	
I & C	16	71.33	1,141.28	
Electrical Engineer	16	75.58	1,209.28	
Electrical Engineer Lead	4	92.98	371.92	
WSS Operations	26	78.13	2,031.38	
Hydrogeo Technical Lead	10	113.94	1,139.40	
Hydrogeo Project Manager	44	60.41	2,658.04	
Hydrogeo Engineer	16	41.48	663.68	
Hydrogeo Project Manager	42	59.00	2,478.00	
Direct Labor Total				66,465.02
Indirect Costs (Specify indirect cost pools.)	Rate	X Base =	Est. Cost	
	1.99	66,465.02	132,265	
Indirect Costs Total				132,265
Other Direct Costs			Est. Cost	
Travel			6,050	
Transportation				
Per Diem				
Travel Costs Total				6,050
Equipment Materials, Supplies (Specify categories.)	Qty.	Cost	Est. Cost	
Soils Testing	1	2,500	2,500	
Printing	1	200	200	
Equipment Subtotal				
Subcontracts			Est. Cost	
Test Pits			5,000	

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 WESTON & SAMPSON ENGINEERS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 29, 1998. 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: 286390

Certificate Number: 0007908680



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Clerk's Certificate of Vote

The undersigned Clerk of Weston & Sampson Engineers, Inc., hereby certifies that at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 17, 2025. This certificate is valid for the period December 17, 2025, through December 16, 2026.

VOTED: To authorize
Jeffrey J. Alberti Francis M. Ricciardi

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business up to \$10,000,000.

VOTED: To authorize
David M. Elmer John A. Figurelli Brandon M. Kunkel Hillary R. Lacirignola
Eric T. Reitter Michael J. Richard Leah E. Stanton Anthony Zerilli

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business up to \$5,000,000.

VOTED: To authorize
S. Roger Alcott Kevin A. MacKinnon Meghan E. Moody Jaurice A. Schwartz
Robert J. Bukowski Colleen A. Manning Kent M. Nichols John M. Sykora
John C. Colton Blake A. Martin Frank E. Occhipinti Daniel G. Tenney III
Kipling R. Gearhart Margaret A. McCarthy Christopher M. Perkins Patrick A. Terrien
Indrani Ghosh Jeffrey W. McClure Kimberly A. Plourde
Kara D. Keleher Tara E. McManus Cheri F. Ruane

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business up to \$3,000,000.

VOTED: To authorize
Daniel P. Biggs Rob F. Good, Jr. Nathan E. Michael Laurie R. Toscano
Scott R. Brusio Paul R. Greco Steven K. Pedersen Paul V. Uzgiris
Timothy P. Corrigan Johanna D. Hall Jeffrey C. Provost Raju S. Vasamsetti
Patrick M. Cotton Michael D. Kastanotis Corey N. Repucci Michael D. Warner
Sarah R. DeStefano Peter J. Kolokithas Robin M. Seidel Stephen P. Wiehe
Michael J. DiPalma Brian J. McCormack Steven D. Shaw Joseph M. Zongol
Tulin H. Fuselier Joseph W. McGougan Daniel E. Sheahan
Frank A. Getchell Paul A. McKinlay Robert G. Tedeschi

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business up to \$500,000.

VOTED: To authorize
Cassandra B. Bethoney Jesse M. Johnson Brian P. McCusker Nathan M. Seifert
Todd M. Bridgeo Michael V. Kapareiko Craig P. Miner Stephen T. Spink
Ryan R. Chmielewski Christopher S. Kennedy Janet S. Moonan Carl W. Stone
Keith L. Christopher Samuel H. Kenney Michael E. Paulin Shawn D. Tomlinson
Melinda R. Costello Daron G. Kurkjian John C. Potts Andrew W. Walker
Rachel B. Cotter Steven J. LaRosa M. James Riordan Anthony J. Wespiser
Gary C. Ferrante Johnathan R. Law Jeffrey W. Santacruce Patrick M. Yeo
Kevin (Chip) S. Hutchens Paige M. Lux Christopher R. Schuyler

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business up to \$100,000.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.



Christopher M. Perkins, PE, Clerk

5/18/2026

Date



Corporate Resolution

I, Christopher Perkins, hereby certify that I am duly elected Clerk/Secretary/Officer of Weston & Sampson. I hereby certify the following is a true and correct copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 17, 2025, at which a quorum of the directors/shareholders were present and voting.

Voted: That John M. Sykora III (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Weston & Sampson with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect 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 the date of the contract to which this certificate is attached. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5/18/2026

ATTEST: CHAM.PA.
(Signature & Title)
Clerk



WESTAND-01

JPRINSTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2026

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 Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	
INSURED Weston & Sampson Engineers, Inc. 55 Walkers Brook Drive, Suite 100 Reading, MA 01867	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Valley Forge Insurance Company A(XV)	NAIC # 20508
	INSURER B: National Fire Insurance Company of Hartford A(XV)	NAIC # 20478
	INSURER C: Nautilus Insurance Company A+, XV	NAIC # 17370
	INSURER D: Endurance American Specialty A+, XV	NAIC # 41718
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	6056861029	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6056860561	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<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 \$ 0		FFX2027937-17	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		6056861015	1/1/2026	1/1/2027	<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
D	Professional Liab		DPL30021630003	7/3/2025	7/3/2026	Per Claim \$ 5,000,000
D			DPL30021630003	7/3/2025	7/3/2026	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PM: John Sykora
Additional Insured GL Endorsement Form #CNA75079XX 03/22. All Coverages are in accordance with the policy terms and conditions.

RE: Sunapee
NH Department of Natural and Cultural Resources shall be included as additional insured with respects to General Liability where required by written contract.

CERTIFICATE HOLDER NH Department of Natural and Cultural Resources Office of the Commissioner -DD&M 172 Pembroke Road 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 <i>Jared Maxwell</i>
--	--