



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

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

Bureau of Rail and Transit
October 31, 2019

REQUESTED ACTION

Authorize the Department of Transportation to enter into a **retroactive** contract with the New Hampshire Northcoast Corp., Ossipee, NH (VC#156085) for an amount not to exceed \$900,000.00 for track improvements on its privately-owned short line railroad that runs between Rollinsford and Ossipee, NH in Strafford and Carroll Counties, effective from December 1, 2019 through June 30, 2021. 100% Capital General Funds.

Funding is available as follows:

FY 2020

04-96-96-960030-1339

Capital Projects

034-500161 Strafford & Carroll

\$900,000.00

Rail Improvements

EXPLANATION

Pursuant to the Laws of 2019, Chapter 146:1:XVI-E, the State appropriated \$900,000.00 of capital budget funds to support the New Hampshire Northcoast Corp. rehabilitation project and match equivalent railroad funds. This agreement is retroactive to December 1, 2019 to allow the timely and cost-effective purchase of railroad materials prior to an anticipated calendar year 2020 price increase and will also allow New Hampshire Northcoast Corp. to have materials ready for the start of the spring 2020 construction season in order to efficiently rehabilitate 9 miles of track between Mile Post 70 and Mile Post 79 on the New Hampshire Northcoast Railroad in Ossipee, Wakefield, Milton, Rochester, Somersworth, and Rollinsford in the Counties of Strafford and Carroll, State of New Hampshire.

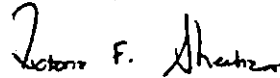
This agreement will provide funding for the New Hampshire Northcoast Corp. to make improvements to its 42-mile privately-owned short line railroad that runs between Rollinsford and Ossipee, NH. Improvements to and rehabilitation of this line will continue to allow rail freight movement of aggregate and other commodities and help provide safer operations and a safe increase in the weight and volume of rail cars on the corridor. Major components of the project include the rehabilitation and rebuilds of several at-grade crossings and installation of new cross-ties, ballast, and rail in sections from Mile Post 70 to Mile Post 79 on the main line and tie replacement from Mile Post 0 to Mile Post 1.8 on the Ossipee Running Track. The repairs and improvements will allow the railroad to maintain present FRA track class standards and allow the railroad to better serve existing customers and attract new business.

The total for this project is \$1,800,000.00. In addition to the State contribution of \$900,000.00, the New Hampshire Northcoast Corp. will provide matching funds for this project in the amount of \$900,000.00.

The Department of Transportation will administer these funds as authorized by RSA 228:66.

The Agreement has been approved by the Attorney General as to form and execution, and the Department verified that the necessary funds are available. Copies of the fully executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

**SPECIAL AGREEMENT
NEW HAMPSHIRE NORTHCOAST RAIL IMPROVEMENT PROJECT**

**THE STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE NORTHCOAST CORP.**

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT
PO BOX 483, 7 HAZEN DRIVE
CONCORD, NH 03302-0483**

October 30, 2019

Upon Governor & Council approval, this Special Agreement ("Agreement"), which is made and entered into between New Hampshire Northcoast Corp. (the "Grantee") the State of New Hampshire (the "State") acting through and by its Department of Transportation, Bureau of Rail & Transit shall be retroactive to December 1, 2019.

Whereas, the Department of Transportation, Bureau of Rail & Transit, situated at 7 Hazen Drive, Concord NH 03301 (hereinafter referred to as the "NHDOT"), is the agency responsible for matters relating to rail service; and

Whereas, the New Hampshire Northcoast Corp, a corporation or other legal entity (hereinafter the "Grantee"), owns and operates a railroad in and through the Towns of Ossipee, Milton, Wakefield, Rochester, Somersworth and Rollinsford, New Hampshire; and

Whereas, the Grantee has agreed to provide the required matching funds by means of cash, labor and materials toward the rehabilitation project; and

Whereas, pursuant to the Laws of 2019, 19-146:IXVIE, the State appropriated \$900,000 of capital budget funds to support the rehabilitation of 9 miles of track between MP 70 and 79 on the New Hampshire Northcoast Corp. in Ossipee, Milton, Wakefield, Rollinsford, Rochester, and Somersworth in the Counties of Strafford and Carroll, State of New Hampshire.

Subject to the provisions of Section 18, the parties to this Agreement acknowledge that the NHDOT and the State of New Hampshire shall not acquire or gain any interest of ownership or otherwise in any of the Grantee's property, whether personal, real or otherwise.

Now, therefore, in consideration of the premises and the covenants and agreements hereinafter set forth, the NHDOT and the Grantee do hereby contract and agree:

1. AUTHORIZATION OF FUNDS

The NHDOT shall reimburse 50% of net project costs, not to exceed \$900,000, for the rehabilitation of the New Hampshire Northcoast Railroad line in Rollinsford, Somersworth, Rochester, Milton, Wakefield and Ossipee, New Hampshire from MP 70 to MP 79.0, including the replacement of cross ties, ballast and rail and Tie replacement from MP 0 to MP 1.8 on the Ossipee Running Track. Funding for the Project shall include \$900,000 of Grantee funds and \$900,000 of State Capital Budget funds, with the overall Project totaling \$1,800,000.

The funds shall be made available upon Governor and Council approval for eligible expenses as identified in the Scope of Work (Exhibit A).

2. PROJECT DESCRIPTION

The project consists of the installation of new cross-ties, ballast, crossing repairs and new rail sections from MP 70 to MP 79 on the main line and tie replacement from MP 0 to MP 1.8 on the Ossipee Running Track of the New Hampshire Northcoast Corp. (NHNC) in Ossipee, Milton, Wakefield, Rollinsford, Rochester, and Somersworth in Strafford and Carroll Counties, New Hampshire as described in the Scope of Work (EXHIBIT A). The work will be performed by or for the Grantee, and accepted by the NHDOT for reimbursement through Chapter 19-146:IXVIE, Laws of 2019, State of New Hampshire with funds provided by the Grantee and State Capital Budget funds.

3. DEFINITIONS

A. Grantee – New Hampshire Northcoast Corp.

B. Grantee's Representative - The Grantee shall designate a person to coordinate and manage all Grantee responsibilities regard the development of the Project.

- C. State – State of New Hampshire,
- D. NHDOT – New Hampshire Department of Transportation (through the Bureau of Rail & Transit).
- E. Contracting Officer – Commissioner of NHDOT or the person designated by the NHDOT to coordinate and manage all NHDOT responsibilities regarding the Project.
- F. Agreement – SPECIAL AGREEMENT, NEW HAMPSHIRE NORTHCOAST RAIL IMPROVEMENT PROJECT.
- G. Scope – The Grantee shall furnish all personnel, facilities, equipment, and other materials and services (except as otherwise specified herein) necessary to perform the approved Project, as set forth in Exhibit A, Scope of Work, New Hampshire Northcoast Rail Corridor Improvement Project, Strafford and Carroll Counties, New Hampshire.
- H. Project Completion Date – June 30, 2021.
- I. Net Project Cost – Eligible project cost less revenue (Project Income, i.e. rail salvage value)
- J. Project Cost – The total estimated cost of the Project as defined in the Scope of Work, which is described in the Proposed Track Rehabilitation Budget (Exhibit B), is \$1,800,000 and includes \$900,000 of State Capital Budget funds and \$900,000 of NH Northcoast Corp. contributions. State reimbursement to the New Hampshire Northcoast Corp. under this Agreement shall not exceed \$900,000, which is State Capital Budget funds and represents 50% of net project costs.

4. CONTRIBUTION BY THE RAILROAD (Grantee)

The Grantee shall be responsible for the matching share (minimum 50% of net project costs) of all eligible Project Costs as described in the Proposed Track Rehabilitation Budget (Exhibit B), attached. Also, the Grantee shall be fully responsible for all Project Costs deemed ineligible for State participation and all Project Costs that exceed the maximum amount reimbursable to the Grantee by the NHDOT, as stated above.

- A. The Grantee shall submit, for NHDOT approval, an acceptable line item budget containing an itemization of estimated Project costs; and a work plan and schedule describing how and when the Grantee intends to prosecute the Project work.
- B. The Grantee shall not perform or authorize any services or work under this Agreement without first receiving approval in writing from the NHDOT.
- C. The Grantee shall develop and prepare all necessary design plans, specifications, estimates and contract documents for the Project. The Grantee shall submit all such plans, specifications, estimates and contract documents to the NHDOT for review upon request.
- D. The Grantee shall obtain all permits and licenses necessary to construct the Project. Also, the Grantee shall be solely responsible to develop and prepare all environmental studies and reports necessary for the Project.
- E. The Grantee shall certify to NHDOT that it has right, title and interest to the property upon which the Project will be constructed or has obtained written authorization in the form of easements or licenses from the owners of the property upon which all or a portion of the Project will be constructed. Such right, title and interest or easement or license shall remain with the Grantee for the term described below in Section 18, unless assignment or release of the lien specified in Section 18 is approved in writing from NHDOT.

5. REPORTING

The Grantee shall submit a detailed narrative report with each invoice detailing work and improvements including Project limits by Mile Post (MP).

6. REIMBURSEMENT PROCEDURES

The Grantee shall submit an invoice to the NHDOT, no less than quarterly, for all claims for reimbursement of eligible Project costs incurred pursuant to the terms of this Agreement. Costs are incurred whenever work is performed, goods and services are received or a cash disbursement is made. All claims submitted for reimbursement within 60 days shall be submitted on the Grantee's billhead, reference NH Capital Budget funds and shall contain the following:

- A. An itemized account of expenditures consistent with the approved line item budget required in Section 4.A. of this agreement.
- B. Backup documentation and proof of payment to suppliers, tradesmen, materialmen and contractors shall be submitted with each invoice.
- C. A cumulative total of all costs incurred by budget line item; and
- D. A certification (signature on invoice or accompanying letter) from the General Manager, or designee, of the Grantee that all amounts so claimed for reimbursement are correct, due and not claimed previously and that all work for which such reimbursement is being claimed was performed in accordance with the terms of this Agreement.

7. GENERAL PROVISIONS

- A. Independent Capacity - The Grantee, its employees, agents, representative, consultants or contractors, shall, in performance of the work under this Agreement, act in an independent capacity from and not as officers, employees or agents of the NHDOT.
- B. Access The Grantee shall permit reasonable access to the Project by authorized representatives of the NHDOT.
- C. Inspection An inspector from the NHDOT shall have the right to regularly and randomly inspect the work during the rehabilitation project and after its completion for the purpose of insuring compliance with the terms of this Agreement.

8. INDEMNIFICATION

The Grantee, its successors and assigns, shall indemnify and hold harmless the NHDOT and its employees, contractors, consultants and agents against any and all claims, demands or actions arising from or related to the Project that are caused by any wrongful act or omission of the Grantee or its employees, officers, contractors, subcontractors, consultants, licensees and invitees including any claims, demands or actions related to injury, death, or property loss, including reasonable attorney's fees. This provision shall survive the project completion or early termination of this Agreement.

9. PROJECT RECORDS

The Grantee shall maintain any and all records associated with the Project and shall make said records available to authorized representatives of the NHDOT for audit purposes. The Grantee shall maintain said records for a period of at least five (5) years after completion of the Project.

- A. Project Accounts – Grantee agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system.

- B. Documentation of Project Cost and Program Income – All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee agrees to maintain accurate records of all Program Income derived from Project implementation.
- C. Checks, Orders, and Vouchers – The Grantee agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

10. THIRD PARTIES

The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

11. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination. The State shall not be required to transfer funds from any other account to the Account established for this project in the event funds are unavailable.

12. INTERPRETATION AND PERFORMANCE

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

13. 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 relating hereto.

14. TERMS

All of the provisions set forth in this Agreement, excepting Sections 9 and 18, shall be satisfactorily completed by June 30, 2021. The June 30, 2021 deadline may be changed with written concurrence between NHDOT and the Grantee.

15. NOTICE

All notice required pursuant to this Agreement shall be forwarded by regular mail to the following:

To the NHDOT:

NH Department of Transportation
Bureau of Rail & Transit
PO Box 483, 7 Hazen Drive
Concord, NH 03302-0483

Attention: Louis A. Barker
Railroad Planner

To the Grantee:

New Hampshire Northcoast Corp.
PO Box 429
Ossipee, NH 03864-0429

Attention: Kevin Verrill
Operations Manager

Initial LVMB

16. 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.

17. PROJECT COMPLETION, AUDIT, AND CLOSEOUT

- A. Project Completion – Within 90 days of the Construction Completion date or termination by the NHDOT, the Grantee will submit a final certification or summary of Project expenses.
- B. Audits – Grantee agrees to assist the State in audits if so required, in accordance and per applicable State Statute.
- C. Project Closeout – Project closeout occurs when all required Project work and all administrative procedures required have been completed, and when the State notifies the Grantee and final payment has been forwarded to the Grantee. Project closeout shall not invalidate any continuing obligations imposed on the Grantee by this Agreement or the State's final notification or acknowledgement.

18. CONTINUATION OF SERVICE, MAINTENANCE AND LIEN

The Grantee agrees to use and maintain the improvements constructed as part of this Project for the purpose of moving freight for a period of ten (10) years after completion of the Project, pursuant to RSA 228:66, II, at an annual tonnage level 80% of tonnage levels for the 3 years preceding the agreement. The NHDOT reserves the right to recover from the Grantee the fair market value of all materials incorporated into the Project in the event the Grantee fails to use improvements for the purpose of moving freight for said period. The NHDOT right, as described above in this Section 18, shall be limited to the actual current fair market value of the reimbursement paid by the NHDOT to the Grantee under this Agreement. The Grantee agrees to notify NHDOT immediately if the rail line is withdrawn from service.

The Grantee shall develop and implement, or cause to be developed and implemented, a maintenance plan acceptable to NHDOT which assures an appropriate level of maintenance of the improvements constructed under this Agreement pursuant to the Class 2 FRA Track Safety Standards.

Pursuant to RSA 228:66, V, the NHDOT and the Grantee agree that a lien on the improved property shall be created in favor of the State of New Hampshire in an amount which equals all, or the pro rata share, of the improvements made. The lien shall expire 10 years from the date the improvements are completed; provided that the lien shall be recorded in the State's registry of deeds of the county or counties in which the improved property is situated and shall not supersede any lien created by a mortgage affecting such property. If the line upon which the improvements have been made is operated and maintained for normal use for a period of 10 years subsequent to the completion of the improvements, the lien shall expire, and the State shall record a suitable release of the lien.

19. TERMINATION AND DEFAULT

The NHDOT reserves the right to terminate the payment provisions of this Agreement in the event of any substantial default by the Grantee. Substantial default shall include by not be limited to:

- A. Misrepresentation or falsification of any claims submitted by the Grantee for reimbursement pursuant to Section 6, above.
- B. Breach of any material provisions of this Agreement; and,
- C. Failure to complete the Project within the Terms as set forth in this Agreement and as detailed in Scope of Work.

In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in and hereto included as an exhibit to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

Grantee: New Hampshire Northcoast Corp.

Date: 10/30/19 By: Dean M. Boylan
(Name)
President
(Title)

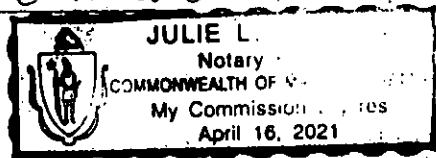
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

On, 10/30/19, before the undersigned officer personally appeared Dean Boylan known to me (or satisfactorily proven) to be the President of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.

10/30/19
Date

Julie L. O'Brien
Notary Public



State of New Hampshire, Department of Transportation

Date: 12/4/19 By: Patrick C. Herlihy
(Name)
Patrick C. Herlihy
(Title) **Director**
Aeronautics, Rail and Transit

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution this 7
day of January, ~~2019~~ 2020

THE OFFICE OF THE ATTORNEY GENERAL

By: Alvin B Greenstein
Assistant Attorney General

The forgoing Agreement, has been approved by the NH Governor & Executive Council on

Date: _____

By: _____
Secretary of State

EXHIBITS TO AGREEMENT

- A. Scope of Work
- B. Project Budget
- C. Certificate of Good Standing
- D. Certificate of Corporate Vote/Authority

Initial LOMB

EXHIBIT A

Scope of Work:

Replace Obsolete and Worn Welded Rail: NHN has approximately 9 miles of welded rail located between Rochester in the north through Somersworth to Rollinsford in the south - between MP (Mile Post) 79 and MP 70. This work replaces approximately 9,700 l.f. or 1.83 miles of the welded rail with 39-foot sections of mostly 115 lb. jointed rail in the areas showing the greatest wear, primarily located on outside curves.

Remove and Install 5,000 Ties: Replacement of the ties in the poorest condition with new ties between MP 70 and MP 79 and in the Ossipee Pit.

Replace Airport Culvert: Culvert located at MP 78.35, replacement culvert with a pre-manufactured steel reinforced concrete structure. The structure will be approximately 30 feet in length (along the tracks) and have an approximate 2-foot by 2-foot opening for drainage water to pass underneath.

Rehabilitation of Hayes Crossing, MP 84.5, Milton: The work includes rebuilding and paving the road approaches and the replacement of the rail, rail seal and crossing ties. No signal work.

Rehabilitation of Hutchins Crossing, MP 95.5, Wakefield: The work includes rebuilding and paving the road approaches and the replacement of the rail, rail seal and crossing ties. No signal work.

Complete Rebuild of Crocketts Crossing, MP 71, Somersworth: These two crossings require rebuilding and paving of the road approaches with new rail, new rail seal, new crossing ties, new signals, new wiring and updated electronics in the control boxes.

Complete Rebuild of Rhines Crossing, MP 96.8, Wakefield: Rebuilding and paving of the road approaches with new rail, new rail seal, new crossing ties, new signals, new wiring and updated electronics in the control boxes.

Initial WMD

EXHIBIT B

PROPOSED TRACK REHABILITATION BUDGET 2020 -2021

TOTAL PROJECT COST \$1,800,000.00

SOURCE OF FUNDS

NH DOT \$900,000.00
NHN MATCH \$900,000.00

ESTIMATED EXPENDITURES	COST per Unit	COST Extended
Replace Obsolete and Worn Welded Rail, 9714.28 l.f., btw MP 70 to MP 79, various locations	\$35.00/linear foot	\$340,000.00
Remove & Install 5,000 Ties (labor, materials* & disposal included) - subtotal	\$102.00/tie	\$510,000.00
Replace Airport Culvert, MP 78.35, Rochester	\$175,000.00	\$175,000.00
Rehabilitate, Hayes Crossing, MP 84.5, Milton (includes road work, rail and ties)	\$150,000.00	\$150,000.00
Rehabilitate, Hutchins Crossing, MP 95.5, Wakefield (includes road work, rail and ties)	\$150,000.00	\$150,000.00
Complete Rebuild, Crocketts Crossing, MP 71, Somersworth (incl. road work, rail, ties, and new signals)	\$275,000.00	\$275,000.00
Complete Rebuild, Rhines Crossing, MP 96.8, Wakefield (includes road work, rail, ties, and new signals)	\$200,000.00	\$200,000.00
TOTAL ESTIMATED EXPENDITURES		\$1,800,000.00

Initial DMO

EXHIBIT C

Insert Certificate of Good Standing

Initial EMB

EXHIBIT D

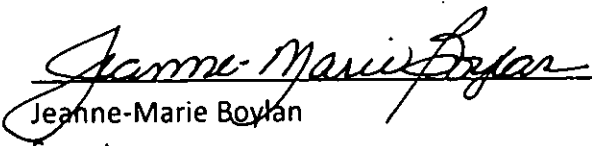
Insert Certificate Corporation Vote/Authority

Initial AMB

Certificate of Authority

I, Jeanne-Marie Boylan, Secretary of New Hampshire Northcoast Corp., a New Hampshire corporation, do hereby certify that Dean M. Boylan, Jr. as President of New Hampshire Northcoast Corp. is authorized to execute any and all documents that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Secretary of New Hampshire Northcoast Corp., this 30th day of October 2019.



Jeanne-Marie Boylan
Secretary
Duly Authorized

Notarization

Commonwealth of Massachusetts
County of Suffolk

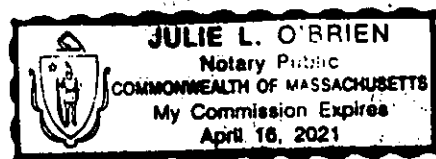
On October 30, 2019, before me, Julie O'Brien, the undersigned officer, Jeanne-Marie Boylan, personally appeared and acknowledged herself to be the Secretary of New Hampshire Northcoast Corp. and that she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Notary Public

Commission Expires: 4/16/21



State of New Hampshire

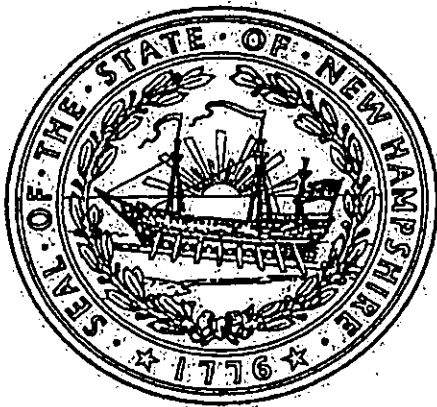
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE NORTHCOAST CORP. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 12, 1986. 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: 92653

Certificate Number: 0004612319



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of October A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Brokers & Consultants 60 South Street Suite 800 Boston, MA 02111	CONTACT NAME: Casey Brown		
	PHONE (A/C, No, Ext): 617-912-5616	FAX (A/C, No): 617-742-7744	
	E-MAIL ADDRESS: cbrown@frenkel.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED New Hampshire Northcoast Corp. PO Box 429 Ossipee NH 03864	INSURER A: National Fire & Marine Insurance Co		20079
	INSURER B: Hartford Fire Insurance Company		19682
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 53418238

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PFR: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			42GLO10012607	1/1/2020	1/1/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$N/A
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPROP AGG	\$2,000,000
								\$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			08CSES57301	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire c/o New Hampshire Dept. of Justice Transportation & Construction Bureau 3 Capitol Street Concord NH 03301	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 Casey Brown

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ACORD 25 (2016/03)

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Client#: 81310

NEWHAMPS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frenkel & Company 60 South Street Suite 800 Boston, MA 02111	CONTACT NAME: PHONE (A/C, No, Ext): 617.742.2444		FAX (A/C, No):	
	E-MAIL ADDRESS:			
INSURED New Hampshire Northcoast Corp. PO Box 429 Ossipee, NH 03864	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Steadfast Insurance Company		26387	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	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 NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Railroad Liability	N	N	SCC825335624	03/31/2019	03/31/2020	\$15,000,000/Accident \$30,000,000 Aggregate

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

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER **CANCELLATION**

EVIDENCE OF INSURANCE	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 