

STATE OF NEW HAMPSHIRE DEPARTMENT of NATURAL and CULTURAL RESOURCES DIVISION of PARKS and RECREATION



172 Pembroke Road Concord, New Hampshire 03301 Phone: (603) 271-3556 Fax: (603) 271-3553 Web: www.nhstateparks.org

August 11, 2017

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, (b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation, Cannon Mountain to enter into a contract with Royal Trail Works, Inc. (VC #253611), South Royalton, VT in the amount of \$163,276 to complete snowmaking pipe installation for the Skylight and Fleitman trails at Cannon Mountain and Franconia Notch State Park upon Governor and Executive Council approval through October 6, 2017. 100% Cannon Mountain Capital Improvement Fund

Funding is available as follows:

03-35-35-350030-31320000 RSA 12-A:29-B Cannon Capital Improvement 034-500162 Capital Projects FY 2018

\$163,276

EXPLANATION

The contract with Royal Trail Works, Inc. (Royal) is to replace and install a new snowmaking waterline on the Skylight Trail which is one of Cannon Mountain's primary upper routes. The current waterline is no longer functional, necessitating replacement. This project will include new air and water piping on the lower section also known as "Short Fuse." Additionally, Royal will install new snowmaking air and water lines on the Fleitman Trail, located in the Tuckerbrook Family Area, connecting it to the base of the Mittersill terrain area. This will provide easier guest and patrol access to that area. The entire project is scheduled for completion by October 6, 2017.

On June 22, 2017, an invitation to submit bids for Snowmaking Pipe for the Skylight and Fleitman Trails at Cannon Mountain Ski Area was issued in accordance with Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's website and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Three (3) bid proposals were received on June 30, 2017 and Royal Trail Works, Inc. was the selected low bidder. Attached for your information is a summary of the bids received for this project.

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

Respectfully submitted,

Concurred,

em

Philip A. Bryce Director

Jeffrey J. Rose Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Division of Parks and Recreation
Cannon Mountain / Franconia Notch State Park
Request # RFB DRED 2017-10
Closing Date: 6/30/2017

Snowmaking Pipe for the Skylight & Fleitman Trails

Contractor Name and Address		Bid Amount		
Royal Trail Works, Inc.	\$	155,526.00		
25 Busy Hill Road				
South Royalton, VT 05068				
Hall's Excavation, Inc.	\$	216,000.00		
408 Mayhew Turnpike				
Bridgewater, NH 03222				
G.W. Tatro Construction Proposal	\$	235,000.00		
PO Box 339				
Jeffersonville, VT 05464				
Glen Builders	Declined Opportunity to Bid			

<u>Bidding Procedure</u>: On June 22, 2017, an invitation to submit bids for the above project was issued in accordance with Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's Website and the following constriction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Bid opening occurs on June 30, 2017 and three (3) bid proposals were received, and the low bidder was selected.

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		1.2 State Agency Address				
Department of Natural and Cultu	ral Resources	172 Pembroke Rd, Concord NH	03301			
1.3 Contractor Name		1.4 Contractor Address				
Royal Trail Works, Inc.		25 Busy Hill Road, South Royalt	on, VT 05068			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
Number	2122000 500162	0.1.6001				
802-763-7088	31320000-500162	October 6, 2017	\$163,276.00			
1.9 Contracting Officer for State	e Agency	1.10 State Agency Telephone Nu	ımber			
Jeffrey J. Rose, Commissioner		603-271-2411				
1.11 Contractor Signature		1.12 Name and Title of Contrac	tor Signatory			
			-			
Dhomas V.	We D2	Thomas I Wells	s President			
1.13 Acknowledgement: State	Wells of Verment, County of O	range				
		v	11 1 1 10			
proven to be the person whose no	the undersigned officer, personall	ly appeared the person identified in knowledged that s/he executed this	document in the conscitu			
indicated in block 1.12.	une is signed in block 1.11, and ac	knowledged that sine executed this	document in the capacity			
1.13.1 Signature of Notery Public or Justice of the Peace						
()	// Western	JUDITH A. LEWIS				
[Seal]	Lo , Notay	Notary Public VERMONT				
1.13.2 Name and Title of Notary or Justice of the Peace						
Julith A. Lewis 1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory						
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory				
John of Rose	Date: 8/16/17	le Charles Charles in a				
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)						
By: n/A		Director, On:				
, .						
1.17 Approval by the Attorney	General (Form, Substance and Exe	ecution) (if applicable)				
By: KWR		On: 8/23/17				
Ruse	and Executive Council (if applica	·				
1.16 Approval by the Governor	and Executive Council (if applica	we)				
Ву:		On:				

2. EMPLOYMENT OF CONTRACTOR/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 A 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 as indicated in block 1.18, 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 1.14 ("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. 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, 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials 5. W.
Date 8/7/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all 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.
- 9.2 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.9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data

requires prior written approval of the State.

10. TERMINATION. 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) 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 the attached EXHIBIT A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Page 3 of 4

Contractor Initials 1. 1/2

Date 8/7/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 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. CONSTRUCTION OF AGREEMENT AND TERMS.

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.

- **20. 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.
- 21. 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.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. 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.
- **24. 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.

Contractor Initials $\frac{\sqrt{N}}{8/7/7}$

STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL & CULTRAL RESOURCES DIVISION OF PARKS AND RECREATION

Snowmaking Pipe for Skylight and Fleitman Trail

EXHIBIT A

Scope of Work: The purpose of this Contract is for the Contractor to provide the State with the labor, material and equipment required to perform the pipe install on Cannon Mountain's Skylight and Fleitman trails, Franconia NH. In accordance with the bid specifications dated 5/20/16, a copy which the Contractor requires receipt of, and the following scope of work:

- a) Skylight Trail:
 - a. Supply and install 3,300' of 6" x .280" wall coated steel pipe;
 - b. Supply and install #300 size 6" valve into J-house;
 - c. Bury pipe at trail crossings;
 - d. Supply and install 34 2" half couplings;
 - e. Supply and install 500' of 4" x .250" wall coated steel pipe;
 - f. Cleanup and revegetate;
- b) Fleitman Trail:
 - a. Supply and install 840' of 4" x .237" wall coated steel pipe for air;
 - b. Supply and install 840' of 4" x .237" wall coated steel pipe for water;
 - c. Supply and install 10 hydrant set couplings;
 - d. Supply and install #300 size 4" valve for water line;
 - e. Supply and install (4) 2" drain valves;
 - f. Cleanup and revegetate.

EXHIBIT B

Contract Price

Skylight Base Price: \$121,450.00 Fleitman Base Price: \$34,076.00 5% Contingency: \$7,750.00

Total contract shall not exceed: \$163,276.00

Method of Payment

Payments shall be made within 30 days after receipt of progress based invoices and inspections by Cannon's project manager.

Term

This contract shall commence upon approval of the Governor and Executive Council with a completion date of 6 October 2017.

EXHIBIT C

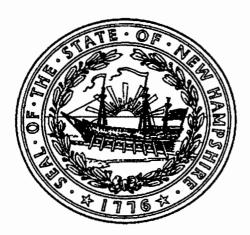
There are no additional or special provisions in this contract.

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 ROYAL TRAIL WORKS, INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on July 24, 2017. 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: 775448



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of July A.D. 2017.

William M. Gardner Secretary of State

State of New Hampshire Department of State

CERTIFICATE OF AUTHORITY OF

ROYAL TRAIL WORKS, INC.

The Secretary of State of the State of New Hampshire hereby certifies that an Application of ROYAL TRAIL WORKS, INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to ROYAL TRAIL WORKS, INC. to transact business in this State under the name of ROYAL TRAIL WORKS, INC., and attaches hereto a copy of the Application for such Certificate.

Business ID: 775448



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of July A.D. 2017.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE (Corporation without Seal)

I,	Name of Clerk of the Corporation: cannot be			, do hereby certify that:
	(Name of Clerk of the Corporation: cannot be	contract sig	natory)	
1.	I am a duly elected Clerk ofRoya /		Works,	Inc
2.	The following are true copies of two resolution the Corporation duly held on 8/28/13	tion Name) i s duly ador : Date)	oted at a meetin	g of the Board of Directors of
thre	SOLVED: That this Corporation enter into a co ough its Department of Health and Human Serv adment & Natural and Cultural Resourses,	rices :		w Hampshire, acting on of $\sqrt[3]{4/1}$
Si	artment & Natural and Cultural Resourses, nowmaking System Improvements	services.		
RE	SOLVED: That the <u>President</u> (Title of Contract)	Signatory)		
exe	ereby authorized on behalf of this Corporation ocute any and all documents, agreements and condifications thereto, as he/she may deem nec	other instrur	ments, and any	amendments, revisions,
3.	The forgoing resolutions have not been amend the	ded or revol	ked, and remair	in full force and effect as of
4.	Thomas J. Wells is the	duly elected	President	Ĺ
	(Name of Contract Signatory)	(Title	e of Contract Sig	gnatory)
of t	ne Corporation.		Jani-	
ST	ATE OF Vermont		(Signature	e of Clerk of the Corporation)
Co	unty of <u>Orange</u>		760	
The	forgoing instrument was acknowledged before	e me this _	day d	of August, 2017,
	Janet E Zug Name of Clerk of the Corporation)			
(NC	DTARY SEAL)		(Notary Pub Commission	Disciplication of the Peace) Expires: 2/10/19
			Γ	JUDITH A. LEWIS Notary Public VERMONT



CERTIFICATE OF LIABILITY INSURANCE

8/7/2017

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 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			CONTACT Karen Wojtusiak McCumber	
		ance Services Inc.		02)457-4169
PO Box 607			E-MAIL ADDRESS: karen@hmhvt.com	
540 West Woodstock Roa	ıd		INSURER(S) AFFORDING COVERAGE	NAIC#
Woodstock	VT	05091	INSURER A: Frankenmuth Mutual Insuranc Co	13986
INSURED			INSURER B:Patriot Insurance Co	32069
ROYAL TRAIL WORKS INC			INSURER C:MSA Group	29939
25 BUSY HILL RD			INSURER D:	
			INSURER E :	
ROYALTON	VT	05068	INSURER F:	
COVERAGES		CERTIFICATE NUMBER: Master 201	17 - 2018 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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
A	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
			CPP6065619	6/27/2017	6/27/2018	MED EXP (Any one person)	\$	5,000
Ī						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000
,	OTHER:						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
_	X ANY AUTO	SCHEDULED BAUTOS BAUTOS	BA 6065619	6/27/2017	6/27/2018	BODILY INJURY (Per person)	\$	
В	ALL OWNED SCHEDULED					BODILY INJURY (Per accident)	\$	
	NON-OWNED					PROPERTY DAMAGE (Per accident)	\$	
				:		Uninsured motorist combined	\$	1,000,000
	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	1,000,000
A	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	1,000,000
	DED X RETENTION\$ 10,000		CPP6065619	6/27/2017	6/27/2018		\$	
	WORKERS COMPENSATION					X PER OTH- STATUTE ER		
	ND EMPLOYERS' LIABILITY NY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$	1,000,000	
C	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	WCT8822B	8/9/2016	8/9/2017	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		WCT8822B	8/9/2017	8/09/2018	E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Cannon Mountain Franconia Notch State Park 260 Tramway Drive	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Franconia, NH 03580	AUTHORIZED REPRESENTATIVE
	K Waitusiak McCumber/ Karen Waitusiah- Inc Cumber

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