

STATE OF NEW HAMPSHIRE

31 JOR

CONSUMER ADVOCATE  
D. Maurice Kreis



TDD Access: Relay NH  
1-800-735-2964

ASSISTANT CONSUMER ADVOCATE  
Pradip K. Chattopadhyay

Tel. (603) 271-1172

Website:  
[www.oca.nh.gov](http://www.oca.nh.gov)

OFFICE OF CONSUMER ADVOCATE

21 S. Fruit St., Suite 18  
Concord, NH 03301-2441

March 24, 2020

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

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

**REQUESTED ACTION**

Pursuant to RSA 363:28, III, authorize the Office of the Consumer Advocate (OCA), to enter into a contract for professional services with Exeter Associates, Inc. of 10480 Little Patuxent Parkway, Suite 300, Columbia, Maryland 21044 (Vendor #226093) to provide expert services to support the participation of the OCA in a natural gas utility rate case, plus additional cases as time and budget allow, for an amount not to exceed \$30,000, effective upon the date of Fiscal Committee and Governor and Council approvals through June 30, 2021. **100% Public Utility Assessment**

Funding will be available in account 02-81-81-812010-50040000-064-500464, OCA Special Assessments:

FY 2020  
\$15,000

FY2021  
\$15,000

## EXPLANATION

The OCA represents the interests of residential utility customers and, in that capacity, participates in dozens of proceedings before the PUC each year. In early 2019, two of the state's three investor-owned electric utilities (Eversource and Liberty) filed full rate-cases (Dockets DE 19-057 and DE 19-064) and the OCA committed the bulk of its budgeted consulting resources in Fiscal Years 2019 and 2020 to participating in those proceedings, each a major undertaking. Then, in late 2019, the natural gas affiliate of Liberty Utilities (Energy North Natural Gas Corp.) notified the PUC of its intent to file a full rate case (Docket DG 19-161), an unusual and unanticipated development occurring less than two years after the conclusion of this utility's previous rate case (Docket DG 17-048). Although Liberty filed its full rate case in November 2019, the Company withdrew its filing on February 18, 2020 without prejudice and has advised the OCA that it intends to refile the rate case during the second quarter of 2020.<sup>1</sup>

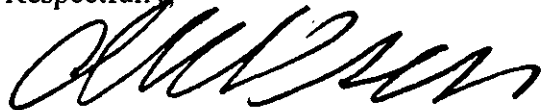
Although the OCA relies on in-house analytical capacity for much of its rate case work, our professional staff of two analysts cannot cover all of the issues that require examination and testimony for full participation in a rate case. Given the unavailability of budgeted funding, the OCA has invoked RSA 363:28, III, which permits the OCA to pay for consulting resources via special assessment to the affected utility or utilities upon the approval of both the Joint Fiscal Committee and Governor & Council.

### RFP Process and Selection

On October 15, 2019, the OCA issued an (RFP) to consulting firms that specialize in providing expert assistance with utility rate cases. The RFP made specific reference to the upcoming Liberty natural gas rate case. Three responses to the RFP were received. Applying the process specified in the RFP, the bids were scored by the four members of the OCA's professional staff. The OCA thereby chose Exeter Associates as the winning bidder based on the combination of expertise, direct experience and competitive price.

Thank you for your consideration. Please do not hesitate to contact me with any questions or concerns.

Respectfully,



D. Maurice Kreis  
Consumer Advocate

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<sup>1</sup> Liberty withdrew its rate case in light of RSA 378:7, which states in relevant part that the PUC "shall be under no obligation to investigate any rate matter which it has investigated within a period of 2 years, but may do so within said period at its discretion." Both the OCA and the Staff of the PUC urged the Commission to invoke this provision, and Liberty's decision to withdraw the rate case followed.

RSA 363:28, III

The consumer advocate shall have authority to contract for outside consultants within the limits of funds available to the office. With the approval of the fiscal committee of the general court and the governor and council, the office of the consumer advocate may employ experts to assist it in proceedings before the public utilities commission, and may pay them reasonable compensation. The public utilities commission shall charge a special assessment for any such amounts against any utility participating in such proceedings and shall provide for the timely recovery of such amounts for the affected utility.

**Bid Summary for OCA RFP No. 2019-02 (Natural Gas Rate Case)**

Vendor Name

Ben Johnson Associates, Inc.(BJA)  
 Exeter Associates, Inc.(Exeter)  
 William Dunkel and Associates (WDA)

Address

5600 Pimlico Drive, Tallahassee, Florida  
 10480 Little Patuxent Parkway, Suite 300, Columbia, Maryland  
 8625 Farmington Cemetery Road, Pleasant Plains, Illinois

Criterion	Max Points	BJA	Exeter	WDA
a. Knowledge and practical skills and experience that the organization or individual possesses, including that of the staff and any subcontractors assigned to work under the Contract.	30	28.25	27.5	17.5
b. Experience and qualifications in providing similar services in New Hampshire, New England, and other states as well as to other state utility consumer advocates or regulatory agencies.	25	23.25	22	17.5
c. Availability and accessibility of staff assigned to the project, including physical proximity to New Hampshire and travel costs.	10	8	8	8
d. Ability to perform and complete the work requested.	10	9.5	9.75	5.5
e. Cost of consulting services and expenses, including the competitiveness of the proposed hourly rates and any proposed discounts or other cost-effective benefits. (The OCA reserves the right to negotiate lower fees or a different fee structure than proposed with any selected firm(s) or individuals(s).)	25	17.25	23.5	16.25
<b>TOTAL</b>	<b>100</b>	<b>86.25</b>	<b>90.75</b>	<b>64.75</b>

Evaluation Committee members: D. Maurice Kreis, Pradip Chattopadhyay, Christa Shute, James Brennan

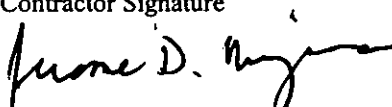

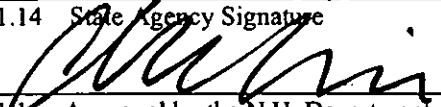

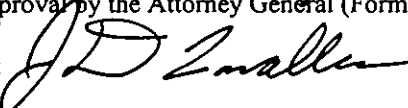
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of the Consumer Advocate		1.2 State Agency Address 21 South Fruit Street, Suite 18, Concord NH 03301	
1.3 Contractor Name Exeter Associates, Inc.		1.4 Contractor Address 10480 Little Patuxent Parkway, Suite 300, Columbia, MD 21044	
1.5 Contractor Phone Number 410-992-3445	1.6 Account Number 50040000-046-500464	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$30,000
1.9 Contracting Officer for State Agency D. Maurice Kreis		1.10 State Agency Telephone Number 603-271-1174	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jerome D. Mierzwa, Principal	
1.13 Acknowledgement: State of _____, County of _____  On <u>Mar 18, 2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="border: 1px solid black; padding: 2px; display: inline-block;">                     Notary Public State of Maryland Howard County [Seal]                 </div> 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Deborah M Adams, Business Manager</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>D. MAURICE KREIS, CONSUMER ADVOCATE</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>3/23/2020</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/25/2020</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ 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

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 \$1,000,000 per 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.

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.



**Scope of Services**

Exeter Associates, Inc. shall deliver services at the direction of and in a manner prescribed by the Office of the Consumer Advocate (OCA), consistent with the procedural schedules adopted by the Public Utilities Commission in connection with the Energy North Natural Gas Corp. d/b/a Liberty Utilities, Distribution Service Rate case to be filed in the second quarter of 2020. Deliverables include:

- Analysis of marginal and embedded cost of service studies conducted by the utility;
- Analysis of rate design proposals made by the utility;
- Development of alternatives to the utility rate design proposal;
- Analysis of revenue decoupling proposal made by the utility;
- Development of an alternative revenue decoupling plan for the utility that provides symmetrical and appropriate benefits to customers and shareholders;
- Analysis of non-pipeline and non-gas alternatives to traditional system upgrades;
- Assistance with the development of discovery requests concerning these issues to be tendered to the utility and intervenors;
- Development of written direct testimony on rate design, revenue decoupling and the other above-referenced issues;
- Development of responses to discovery requests on such pre-filed testimony;
- Review and analysis of testimony filed by other parties;
- Assistance with settlement discussions;
- Assistance with hearing preparation including drafting questions for cross-examination;
- Remote attendance at technical sessions and settlement conferences;
- In-person attendance at hearings;
- Assistance with the preparation of pleadings, including motions to compel responses to discovery requests and post-hearing briefs; and
- Other assistance as needed, with both the rate case and, as resources allow, other proceedings at the Public Utilities Commission that implicate related issues.

Initials JDM  
Date 3/18/2020

**Payment Terms**

The hourly rates for the professional staff of Exeter Associates, Inc., assigned to this project, are as follows: Jerome Mierzwa, \$195; Dwight Etheridge, \$215; and Nicholas DiSanti, \$105. Invoices will be based on actual time expended, in increments of 0.25 hours and paid under net 30 terms. Travel expenses for attendance at meetings and hearings in Concord will be reimbursed to employees of Exeter Associates at cost and subject to the discretion of the OCA. The total not-to-exceed price for the services of Exeter Associates, Inc. under this contract is \$30,000.

Initials Ym  
Date 3/15/2020

**Special Provisions**

There are no special provisions.

Initials JOM  
Date 3/19/2020

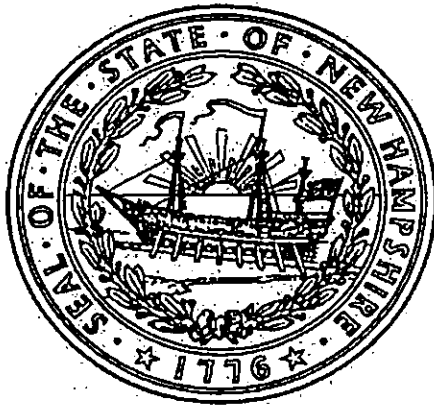
State of New Hampshire  
Department of State

CERTIFICATE.

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EXETER ASSOCIATES, INC. is a Maryland Profit Corporation registered to do business in New Hampshire as EXETER ASSOCIATES OF MARYLAND on September 30, 1999. 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: 326216

Certificate Number: 0004855545



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 March A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

**Corporate Resolution**

I, Dwight Ethovidge, hereby certify that I am duly elected Clerk/Secretary of  
(Name)

Exeter Associates, Inc. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on May 18, 2020  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jerome D Mierzwa is duly authorized to enter a  
(Name and Title)

contract on behalf of Exeter Associates, Inc with the  
(Name of Corporation or LLC)

Office of Consumer Advocate State of New Hampshire and further is  
(Name of State Agency)

authorized to execute any documents which may in his/her judgement be  
desirable or necessary to effect 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 of May 18, 2020. I further certify that it is understood that the  
State of New Hampshire will rely on this certificate as evidence that the person listed above  
currently occupies the position indicated and that they have full authority to bind the  
corporation to the specific contract indicated.

DATED: 3/18/20

ATTEST: Dwight D Ethovidge  
(Name & Title)  
Secretary

Deborah M Adams  
03/18/2020

DEBORAH M ADAMS  
Notary Public  
State of Maryland  
Howard County



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/21/2019

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Welch, Graham & Ogden Ins., Inc. 7723 Ashton Avenue Manassas VA 20109	CONTACT NAME: Debbie Thiesing
	PHONE (A/C, No, Ext): (703) 530-1300 FAX (A/C, No): (703) 530-9994 E-MAIL ADDRESS: dthiesing@wgoins.com
INSURED Exeter Associates, Inc. 10480 Little Patuxent Pkwy Columbia MD 21044	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Peerless Indemnity Insurance Co 18333
	INSURER B: Peerless Insurance Company 24198
	INSURER C:
	INSURER D:
	INSURER E:


COVERAGES CERTIFICATE NUMBER: 1920 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CBP9515762	09/28/2019	09/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CBP9515762	09/28/2019	09/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CU8483475	09/28/2019	09/28/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC9516762	09/28/2019	09/28/2020	<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

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

Evidence of Insurance

<b>CERTIFICATE HOLDER</b> NH Office of the Consumer Advocate 21 South Fruit Street, Suite 18 Concord, NH 03301	<b>CANCELLATION</b> 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 

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