

## THE STATE OF NEW HAMPSHIRE

CHAIRMAN  
Martin P. Honigberg

COMMISSIONERS  
Kathryn M. Bailey  
Michael S. Giaimo

EXECUTIVE DIRECTOR  
Debra A. Howland



## PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10  
Concord, N.H. 03301-2429

April 18, 2018

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:  
www.puc.nh.gov

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

State House  
Concord, NH 03301

Your Excellency and Honorable Councilors:

**REQUESTED ACTION**

Pursuant to RSA 365:37, II and III, authorize the Public Utilities Commission to enter into a contract with Skumatz Economic Research Associates, Inc., Superior, CO, Vendor Code #166984, to assist and advise Public Utilities Commission Staff in their evaluation of energy efficiency programs under the Energy Efficiency Resource Standard. The contract is to be effective upon the date of Governor and Council approval through December 31, 2020, in an amount not to exceed \$285,000.00. Funding is 100% Utility Assessment.

Funding is authorized from the account, General Consultants, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Funds will be available, pursuant to RSA 365:37, II, in account 02-81-81-810010-52160000-046 500464.

<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>Total</u>
\$50,000.00	\$95,000.00	\$95,000.00	\$45,000.00	\$285,000.00

**EXPLANATION**

The Public Utilities Commission (Commission) respectfully requests authority to enter into a contract in an amount not to exceed \$285,000.00 with Skumatz Economic Research Associates, Inc. (SERA), a consulting firm specializing in the evaluation of energy efficiency programs and projects. In its Order No. 25,932 establishing an Energy Efficiency Resource Standard (EERS), the Commission found that a rigorous evaluation, monitoring, and verification (EM&V) program is required to ensure that utility energy efficiency programs actually achieve planned savings in a cost effective manner. Activities that will be undertaken by SERA include scope, methods, scheduling, how EM&V results inform program improvement, ISO-NE's forward capacity market evaluation requirements, and standardization of EM&V recording and reporting

The Commission issued a Request for Proposals (RFP) on February 2, 2018. The notice of the RFP was published in the Union Leader for three days and was posted on the Commission's website. The Commission received two (2) responses to its RFP. An evaluation team made up of a member of the Office of the Consumer Advocate, the Assistant Director of the Commission's Electric Division, and the Commission's lead Utility Analyst, reviewed the two RFP responses. The bid responses were scored using the selection criteria identified in the RFP, weighted as follows: 25% qualifications, technical, and practical experience; 20% price; 25% experience and qualifications in similar engagements; 20% availability and accessibility; and 10% overall responsiveness and

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Initials *MPH*  
Date *5/18/18*

presentation quality. SERA was the highest scoring bid at 269 points versus a 214 point score for the second bid response. References for work of a similar nature were also contacted and were satisfactory.

The contract amount will not affect the General Fund. Funds will be assessed pursuant to RSA 365:37, II, which permits the Commission to obtain experts and assess the costs to the regulated electric utilities who are mandatory parties to the proceeding.

Your consideration of our request is appreciated.

Respectfully submitted,



Martin P. Honigberg  
Chairman

Attachments:  
Agreement with Exhibits

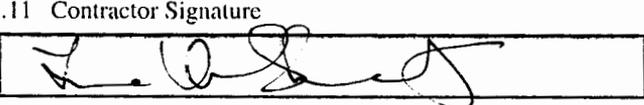
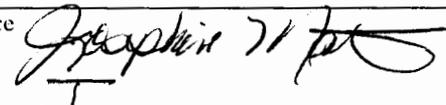
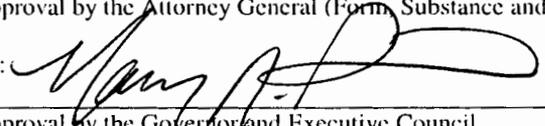
Subject: SERA - EM&V Oversight for EERS FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name <u>Public Utilities Commission</u>		1.2 State Agency Address <u>21 South Fruit Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Skumatz Economic Research Associates Inc.</u>		1.4 Contractor Address <u>762 Eldorado Drive, Superior, CO 80027</u>	
1.5 Contractor Phone Number <u>303-494-1178</u>	1.6 Account Number <u>52160000-500464</u>	1.7 Completion Date <u>December 31, 2020</u>	1.8 Price Limitation <u>\$285,000</u>
1.9 Contracting Officer for State Agency <u>Tom Frantz, Electric Division Director</u>		1.10 State Agency Telephone Number <u>603-271-2431</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Lisa A. Skumatz, Sole Director and Principal Executive</u>	
1.13 Acknowledgement: State of <u>Colorado</u> , County of <u>Boulder</u> On <u>4/25/2018</u> before me, 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  Notary ID: 20004010124 My Commission Expires Feb. 3, 2021 [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Josephine Martinez Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Martin P. Honigberg, Chairman</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/25/2018</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

## EXHIBIT A

### SCOPE OF SERVICES

Contractor shall assist the Commission in its evaluation, monitoring, and oversight (EM&V) of energy efficiency resource standard (EERS) activities. The general scope and purpose of services to be provided by the Contractor are as follows:

1. The Contractor will work closely with the EM&V working group established by NH PUC Order No. 26,095 in developing and confirming a clear and coherent set of recommended EM&V studies for the 2018-2020 period;
2. The Contractor will provide recommendations designed to provide greater transparency in the overall planning and conduct of the EM&V studies;
3. The Contractor will provide recommendations about EM&V issues made more relevant with changes in energy efficiency program budgets, program design, strategic direction, or policy guidance; and
4. The Contractor will work with the EM&V working group to compile a technical resource manual for completion by 2020.

Specific tasks for the Contractor will include the following:

- (a) Building a consensus around a series of EM&V working group priorities;
- (b) Providing guidance in finalizing the strategic evaluation plan contemplated by NH PUC Order No. 26,095, including the definition of a systematic evaluation planning and implementation process, and the associated budget allocations;
- (c) Providing guidance on the implementation of several standard approaches for determining energy and demand savings (as well as other non-energy impacts);
- (d) Determining when impact evaluations should be accompanied by process evaluations, market effects evaluations, and market characterization studies;
- (e) Recommending when New Hampshire should participate in evaluation studies initiated in other jurisdictions in the region;
- (f) Facilitating agreement on a clear and coherent set of recommended monitoring and evaluation (M&E) studies for the 2018-2020 period accompanied by an agreed timetable;
- (g) Providing advice on all key terms/definitions related to energy efficiency evaluation, and how to effectively benchmark appropriate metrics;
- (h) Offering guidance on key evaluation issues and review approval of proposed EM&V methodologies;
- (i) Informing the EM&V working group concerning publicly available energy efficiency evaluation resources;
- (j) Overseeing the development of a statewide technical resource manual to be completed by 2020;
- (k) Ensuring compliance with ISO-NE's forward capacity market evaluation requirements;
- (l) Providing guidance to Commission Staff in the development of the regional avoided energy supply cost study;

Contractor Initials JK  
G&C Date \_\_\_\_\_  
Date 4.2.16  
Page 1 of 3

- (m) Providing guidance to ensure adequate utility program database consistency and utility program database documentation;
- (n) Keeping abreast of emerging issues associated with EM&V activities, including EM&V 2.0 developments;
- (o) Enhancing Commission Staff EM&V capabilities;
- (p) Enhancing New Hampshire Energy Efficiency and Sustainable Energy Board (EESE Board) understanding of EM&V processes and their value
- (q) Identifying and tracking of key energy efficiency driven market indicators;
- (r) Supporting the investigation and development of a consensus on issues of net savings, non-energy impacts, and Demand Reduction Price Effects (DRIPE) and the determination of demand (kW) savings; and
- (s) Where possible, providing recommendations on the selection and hiring and /or review of work products of independent third-party evaluators/vendors.

In the process of preparing each deliverable, the Contractor will work closely with Staff in order to facilitate effective knowledge transfer on each issue.

The Contractor will submit an annual report on the progress of EM&V activities, and the work of the Contractor will be subject to an annual evaluation of progress achieved against the above-mentioned scope and tasks to take place during the month of October of each program year.

This exhibit is intended as a summary of the work described in RFP #2018-002 and Contractor's Response to RFP #2018-002, and is not intended to limit the scope of services as set forth therein.

## 1. Project Schedule

Contractor shall commence work immediately following approval of this Agreement by the Governor and Executive Council. Contractor shall schedule an initial project scoping meeting with Commission Staff to occur within three (3) business days following approval of this Agreement by the Governor and Executive Council. The purpose of the meeting shall be to review and refine the scope, task, and project approach requirements; to establish a project plan and schedule with key milestones and deliverables, as applicable; and to establish project management and communications protocols to ensure that the information requirements of both Staff and Contractor are satisfied.

## 2. Project Management

Status calls or meetings shall be conducted by Contractor's project manager with Commission Staff, when requested by Staff, to discuss project status, progress, action items, and budget status.

Contractor shall provide updated written docket status and progress reports on a weekly basis and shall provide budget status updates following the end of each calendar month during the contract term.

Contractor Initials   JHS    
 G&C Date \_\_\_\_\_  
 Date   4.2.18    
 Page 2 of 3

For any activities not addressed in the project schedule section above or requiring modification as the work progresses, Contractor shall work with Commission Staff to set a mutually agreeable schedule and related budget.

### 3. Additional Requirements

Contractor shall maintain confidential all non-public information to which it has access until such time as it is instructed otherwise by Commission Staff. In the process of preparing any and all deliverables, Contractor shall work closely with Staff in order to facilitate effective knowledge transfer on each issue. At the conclusion of performance of services hereunder, Contractor shall make available to the Commission summaries of significant work papers and source documents as requested.

Contractor Initials JHS  
G&C Date 4.2.18  
Date 4.2.18  
Page 3 of 3

**EXHIBIT B**

**BUDGET, PRICE LIMITATION, AND PAYMENT**

1. **Estimated Budget and Contractor Charges.** It is anticipated that up to \$95,000 annually will be available for services under this contract over three program years, for a total of \$285,000. Contractor shall charge for professional services rendered and reasonable out-of-pocket expenses incurred up to the not-to-exceed limitations stated below. All such professional services shall be provided and invoiced at the hourly rates presented in Figure 1 of Contractor's Response to RFP #2018-002.
  
2. **Not-to-Exceed Price Limitations.** There shall be a not-to-exceed contract price of \$285,000 for successful completion work provided for under RFP #2018-002 and Contractor's Response as further described in Exhibit A over the three terms of this Agreement. There shall be a contract price of \$95,000 that shall not be exceeded during any of the three terms of this Agreement without the express written consent of the Commission, which must be obtained in advance of Contractor's conduct any work that would incur a contract cost in excess of the \$95,000 for the term, but in no event shall the contract price of \$285,000 be exceeded.
  
3. **Method of Payment.** Payment shall be made on completion of work on the basis of monthly invoices issued by Contractor, which shall be supported by a summary of activities that have taken place in accordance with the terms of this Agreement, together with a detailed listing of reasonable out-of-pocket expenses incurred. Invoices shall provide adequate back-up, including the dates and hours worked per individual during the month and the services provided during those hours. All invoices shall be submitted to the following address:

Business Office, New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, New Hampshire 03301-2429

Payments hereunder shall be contingent upon the availability of funds assessed pursuant to RSA 365:37, II. The Commission will assess the costs of this Agreement to the appropriate parties and, upon payment of the assessment, will process payment to the Contractor. General Funds will not be requested to support this contract.

Contractor Initials JK  
Date \_\_\_\_\_  
G&C Date 4-2-16  
Page 1 of 1

**EXHIBIT C**

**SPECIAL PROVISIONS**

1. **Term.** This Agreement shall be for up to three years, with three separate Terms. There shall be an initial Term for the period from the date of approval by the Governor and Council up to and including December 31, 2018. The Commission shall have two options to renew for additional Terms of one consecutive twelve-month period each (January 1, 2019 – December 31, 2019, and January 1, 2020 – December 31, 2020). Renewals shall be at the sole discretion of the Commission.

Contractor Initials JTS  
Date \_\_\_\_\_  
G&C Date 4/2-18  
Page 1 of 1

# State of New Hampshire

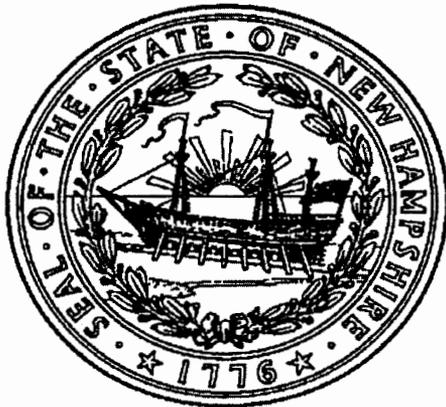
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SKUMATZ ECONOMIC RESEARCH ASSOCIATES INC is a Washington Profit Corporation registered to transact business in New Hampshire on March 28, 2018. 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: **791428**

Certificate Number : **0004078472**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Lisa A. Skumatz, sole officer of Skumatz Economic Research Associates, Inc. do hereby certify that:

1. I am the sole shareholder and sole director of Skumatz Economic Research Associates, Inc., a corporation duly organized and validly existing under the laws of the State of Colorado.
2. The following is a true copy of resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 3-27-18, 2018:

RESOLVED: That the Corporation enter into a contract with the State of New Hampshire, acting by and through its Public Utilities Commission.

RESOLVED: That Lisa Skumatz, as the sole officer of the Corporation, be and hereby is authorized and directed to execute and deliver any such contract, and any and all related documents or instruments, in the name of and on behalf of the Corporation, pursuant to the Bylaws of the Corporation dated March 6, 1995.

3. The foregoing resolutions have not been amended, modified, revoked, or rescinded, and remain in full force and effect as of 4/2/18, 2018.
4. Attached is a true copy of the Skumatz Economic Research Associates Bylaws signed on March 6, 1995. The Bylaws have not been amended, modified, revoked, or rescinded, and remain in full force and effect as of 4/2/18, 2018.

  
\_\_\_\_\_  
Lisa A. Skumatz, duly authorized officer

STATE OF COLORADO  
County of Boulder

On this 6<sup>th</sup> day of April, 2018, before me personally appeared Lisa A. Skumatz, as the duly authorized and designated officer of Skumatz Economic Research Associates, Inc., and acknowledged to me that she signed it voluntarily for its stated purpose, and that it was her free act and deed.

(NOTARY SEAL)



  
\_\_\_\_\_  
Notary Public

Commission Expires: 5/19/2020



Boulder Office: 762 Eldorado Drive, Superior, CO 80027  
Voice: 303/494-1178 FAX: 303/494-1177  
email: skumatz @ serainc.com  
Website: www. serainc.com; payt.org

**MINUTES OF THE MEETING OF THE BOARD OF  
DIRECTORS AND SHAREHOHLDER  
SKUMATZ ECONOMIC RESEARCH ASSOCIATES, INC.**

**March 27<sup>th</sup>, 2018**

**Attendees:** Lisa A. Skumatz, Ph.D., Principal / President

**Meeting Called to Order:** 3:50 pm by Skumatz

**Summary of Business and Motions:** Special meeting called to adopt a resolution to enter into contract with the State of New Hampshire.

**Meeting Adjourned:** 3:57pm by Skumatz

**Resolution for Skumatz Economic Research Inc, to Enter Contract with the State of New Hampshire.**

The undersigned, being all shareholders and directors of SERA, Inc.,

RESOLVE: That the Corporation enter into a contract with the State of New Hampshire, acting by and through its Public Utilities Commission.

RESOLVE: That Lisa Skumatz, as the sole officer of the Corporation, be and hereby is authorized and directed to execute and deliver any such contract, and any and all related documents or instruments, in the name of and on behalf of the Corporation, pursuant to the Bylaws of the Corporation dated March 6, 1995.

I, the sole shareholder and director of SERA, Inc., hereby consent to the transaction of such business as would have come before it as testified by my signature hereto.

Lisa A. Skumatz, Ph.D.  
Principal / President / SERA

March 27, 2018

# **Bylaws of**

**Skumatz Economic Research Associates (SERA), Inc.**

## **ARTICLE 1 (Offices)**

The principal office of the corporation shall be located at: 1511 Third Avenue, Suite 1018, Seattle, Washington.

The corporation may have such other offices, either within or without the State of Washington, as the Board of Directors ("Board") may designate or as the business of the corporation may require from time to time.

## **ARTICLE 2 (Shareholders)**

**2.1 Annual Meeting:** The annual meeting of the shareholders shall be held in January of each year at the office of the corporation for the purpose of electing directors and transacting such other business as may come before the meeting. If the election is not held on the day designated for the annual meeting of the shareholders, or at any adjournment thereof, the election shall be held at a special meeting of the shareholders called as soon thereafter as practicable.

**2.2 Special Meetings:** The President or the Board may call special meetings of the shareholders for any purpose. At the request of the holders of not less than one-fifth of all the outstanding shares of the corporation entitled to vote at the meeting, the President shall call a special meeting of the shareholders.

**2.3 Place of Meeting:** All meetings shall be held at the principal office of the corporation or at such other place within or without the State of Washington designated by the Board or by a waiver of notice signed by all of the shareholders entitled to vote at the meeting.

**2.4 Notice of Meeting:** The President or Board when calling an annual or special meeting of shareholders shall cause to be delivered to each shareholder entitled to vote at the meeting either personally or by mail not less than 5 nor more than 50 days before the meeting written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

**2.5 Action by Shareholders Without a Meeting:** Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by all shareholders entitled to vote with respect to the subject matter thereof. Any such consent shall be inserted in the minute book as if it were the minutes of a shareholders' meeting.

**2.6 Quorum:** A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a shareholders' meeting. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At an adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

**2.7 Proxies:** At all shareholders' meetings a shareholder may vote by proxy executed in writing by the shareholder or by his attorney in fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy shall be invalid after 11 months from the date of its execution.

**2.8 Voting of Shares:** Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at the meeting of shareholders.

**2.9 Cumulative Voting:** Each shareholder entitled to a vote at an election of directors may vote in person or by proxy the number of shares owned by him for as many persons as there are directors to be elected and for whose election he has a right to vote or he may cumulate his votes by distributing among one or more candidates as many votes as are equal to the number of such directors multiplied by the number of his shares.

### **ARTICLE 3 (Board of Directors)**

**3.1 General Powers:** The business and affairs of the corporation shall be managed by the Board.

**3.2 Number, Tenure and Qualifications:** The Board shall be composed of one director, provided, however, that the number of directors may be changed from time to time to any number. If at any time the number of directors is less than three, the number of directors shall equal the number of shareholders. No decrease in the number of directors shall have the effect of shortening the term of any incumbent director. Each director shall hold office until the next annual meeting until his successor shall have been elected and qualifies unless he resigns or is removed. Directors need not be shareholders of the corporation.

**3.3 Regular Meetings:** A regular Board meeting shall be held without notice immediately after and at the same place as the annual meeting of shareholders. By resolution, the Board may provide the time and place either within or without the State of Washington for holding additional regular meetings without other notice than such resolution.

**3.4 Special Meetings:** Special Board meetings may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings may fix any place either within or without the State of Washington as the place for holding any special Board meeting called by them.

**3.5 Notice:** Written notice of each special Board meeting shall be delivered personally, telegraphed or mailed to each director at his business address at least five days before the meeting. If such notice is mailed, it shall be deemed to be delivered when deposited in the United States mail properly addressed, with postage prepaid. If the notice is telegraphed, it shall be deemed to be delivered when the content of the telegram is delivered to the telegraph office. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of waiver of notice of such meeting.

**3.6 Quorum:** A majority of the directors shall constitute a quorum for the transaction of business at any Board meeting but, if less than such majority be present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

**3.7 Manner of Acting:** The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

**3.8 Vacancies:** Any vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special shareholders' meeting called for that purpose.

**3.9 Removal:** At a meeting of the shareholders called expressly for that purpose, one or more members of the Board (including the entire Board) may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote on election of directors. (If less than the entire Board is to be removed, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board.)

**3.10 Compensation:** By Board resolution, directors may be paid their expenses, if any, of attendance at each Board meeting or a fixed sum for attendance for each Board meeting or a stated salary as director or any combination of the foregoing. No such payment shall preclude the director from serving the corporation in any other capacity and receiving compensation therefor.

**3.11 Presumption of Assent:** A director of the corporation present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered into the minutes of the meeting or unless he files his written dissent to such action with the person acting as the Secretary of the meeting immediately before the adjournment thereof or unless he forwards such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. A director who voted in favor of such action may not dissent.

**3.12 Action by Directors without a Meeting:** Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the

action to be taken is signed by each of the directors. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

#### **ARTICLE 4 (Officers)**

**4.1 Number:** The officers of the corporation shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board. Any two or more offices may be held by the same person.

**4.2 Election and Term of Office:** The officers of the corporation shall be elected annual by the Board at the Board meeting held after the annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as a Board meeting conveniently may be held. Each officer shall hold office until the next annual meeting and until his successor shall have been selected and qualified unless he resigns or is removed.

**4.3 Vacancies:** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

**4.5 President:** The President shall be the principal executive officer of the corporation and, subject to the Board's control, shall supervise and control all of the business and affairs of the corporation. When present, she shall preside over all shareholders' meetings and over all Board meetings. With the Secretary or other officers of the corporation authorized by the Board, she may sign certificates for shares of the corporation, deeds, mortgages, bonds, contracts, or other instruments that the Board has authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board or by these Bylaws to some other officer or agent of the corporation or is required by law to be otherwise signed or executed by some other officer or in some other manner. In general, she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

**4.6 Secretary:** The Secretary shall: (a) keep the minutes of shareholders' and Board meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder as furnished to the Secretary by each shareholder; (e) sign with the President certificates for shares of the corporation, the issuance of which has been authorized by resolution of the Board; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

**4.7 Treasurer:** If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. She shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any

(a) A person (herein called the "proposing transferor") desiring to transfer any share or shares in the corporation shall give notice in writing (herein called "transfer notice") to the corporation that he desires to transfer the same. The transfer notice shall specify the price, which shall be expressed in lawful money of the United States, and the terms of payment upon which the proposing transferor is prepared to transfer the share or shares and shall constitute the corporation his agent for the sale thereof to any shareholder or shareholders of the corporation at the price and upon the terms of payment so specified. The transfer notice shall also state whether or not the proposing transferor has had an offer to purchase the shares or any of them from, or proposes to sell the shares or any of them to, any particular person or persons who are not shareholders, and if so the names and addresses of such persons shall be specified in the transfer notice. The transfer notice shall constitute an offer by the proposing transferor to the other shareholder of the corporation holding shares of the class or classes included in the transfer notice and shall not be revocable except with the sanction of the directors. If the transfer notice pertains to shares of more than one class then the consideration and terms of payment for each class of shares shall be stated separately in the transfer notice.

(b) The directors shall forthwith upon receipt thereof transmit the transfer notice to each of the shareholders, other than the proposing transferor, holding shares of the class or classes set forth in the transfer notice and request the shareholder to whom the transfer notice is sent to state in writing within 14 days from the date of the transfer notice whether he is willing to accept any, and if so, the maximum number of shares he is willing to accept at the price and upon the terms specified in the transfer notice. A shareholder shall only be entitled to purchase shares of the class or classes held by him.

(c) Upon the expiration of the 14-day notice period referred to in article 6.2(b), if the directors have received from the shareholders entitled to receive the transfer notice sufficient acceptances to take up the full number of shares offered by the transfer notice and, if the transfer notice includes shares of more than one class, sufficient acceptances from the members of each class to take up the full number of shares of each class offered by the transfer notice, the directors shall thereupon apportion shares so offered among the shareholders so accepting and so far as may be, pro rata, according to the number of shares held by each of them respectively, and in the case of more than one class of shares, then pro rata in respect of each class. If the directors shall not have received sufficient acceptances as aforesaid, they may, but only with the consent of the proposing transferor who shall not be obliged to sell to shareholders in the aggregate less than the total number of shares of one or more classes of shares offered by the transfer notice, apportion the shares so offered among the shareholders so accepting so far as may be according to the number of shares held by each respectively but only up to the amount accepted by such shareholders respectively. Upon any such apportionment being made, the proposing transferor shall be bound upon payment of the price to transfer the share to the respective shareholders to whom the directors have apportioned same. If, in any case, the proposing transferor, having become so bound fails in transferring any share, the corporation may receive the purchase money for that share and shall upon receipt cause the name of the purchasing shareholders to be entered in the register as the holder of the shares and cancel the certificate of the share held by the proposed transferor, whether the same shall be produced to the corporation or not, and shall hold such purchase money in trust for the proposing transferor. The receipt of the corporation for the purchase money shall be a good discharge to the purchasing shareholders and after his name has been entered in the register the validity of the proceedings shall not be questioned by any person.

(d) In the event that some or all of the shares offered shall not be sold under the preceding articles within the 14-day period referred to in article 6.2(b), the proposing transferor shall be at liberty for a period of 90 days after the expiration of that period to transfer such of the shares so offered as are not sold to any person provided that he shall not sell them at a price less than specified in the transfer notice or on terms more favorable to a purchaser than those specified in the transfer notice.

(e) The provisions as to transfer contained in this article shall not apply:

(i) if before the proposed transfer of shares is made, the transferor shall obtain consents to the proposed transfer from members of the corporation, who at the time of the transfer are the registered holders of two-thirds or more of the issued shares of the class to be transferred to the corporation or if the shares comprise more than one class, then from the registered holders of two-thirds or more of the shares of each class to be transferred and such consent shall be taken to be a waiver of the application of the preceding articles as regards such transfer; or

(ii) to a transfer of shares desired to be made merely for the purpose of effectuating the appointment of a new trustee for the owner thereof, provided that it is proved to the satisfaction of the Board that such is the case.

(f) Nothing herein shall preclude any shareholder from transferring by gift or devise any shares to spouse or any child or children of the shareholder.

#### **ARTICLE 7 (Fiscal Year)**

The fiscal year of the corporation shall be the calendar year.

#### **ARTICLE 8 (Seal)**

The Seal of this corporation shall consist of the name of the corporation, the states of its incorporation and the year of its incorporation.

#### **ARTICLE 9 (Waiver of Notice)**

Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of these Bylaws or under the provision of the Articles of Incorporation or under the provisions of the Washington Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

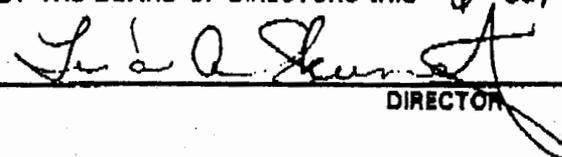
**ARTICLE 10 (Indemnification)**

To the full extent permitted by the Washington Business Corporation Act the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any civil, criminal, administrative or investigative action, suit or proceeding (whether brought by or in the right of the corporation or otherwise) by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, against expenses (including attorneys' fees), judgments, fines and liabilities, reasonably incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, provided that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the corporation. The Board of Directors may obtain insurance on behalf of any person who is or was a director, officer, employee or agent against any liability arising out of his status as such, whether or not the corporation would have power to indemnify him against such liability. The Board of Directors may, at any time, approve indemnification under the Washington Business Corporation Act, of any other person which the corporation has to the power to indemnify. The indemnification provided by this section shall not be deemed exclusive of any other rights to which a person may be entitled as a matter of law or by contract.

**ARTICLE 11 (Amendments)**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board at any regular or special meeting of the Board.

ADOPTED BY THE BOARD OF DIRECTORS this 6 day of March 1995

  
\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
DIRECTOR







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/01/2018

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 endorsements.

<b>PRODUCER</b> TAGGART & ASSOCIATES, INC/PHS 34342321 THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO, TX 78265	<b>CONTACT NAME:</b> PHONE (A/C, Int, Ext): (866) 467-8730 FAX (A/C, Int): (888) 443-8112 EMAIL ADDRESS:
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURER A:</b> The Twin City Fire Insurance Company	NAIC# 29459
<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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.

LINE LTR	TYPE OF INSURANCE	ADDL INSR	START DTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 (if applicable) \$ MED EXP (per one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	<b>EMPLOYERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER INCLUDED? (Mandatory in HI) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, describe under DESCRIPTION OF OPERATIONS below: Executive officer is outside state consulting firm			34 WEC GM5199	03/12/2018	03/12/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER 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)

<b>CERTIFICATE HOLDER</b>	<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 <i>Sueann C. Castaneda</i>
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