

STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE  
D. Maurice Kreis

ASSISTANT CONSUMER ADVOCATE  
Pradip K. Chattopadhyay



48 JR  
FEB25'19 AM10:20 DAS

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

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

February 19, 2019

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 Bion C. Ostrander, 1121 SW Chetopa Trail, Topeka, KS 66615 (Vendor #300823) to provide expert services to support the participation of the OCA in an upcoming major electric utility rate case (to be filed in April by Granite State Electric Company d/b/a Liberty Utilities) at the Public Utilities Commission (PUC), plus additional cases as time and budget allow for an amount not to exceed \$36,334. The contract will be effective upon Governor and Council approval through June 30, 2020. **100% Public Utility Assessment**

Funding is available in account Consumer Advocate as follows for FY2019, funding for FY2020 is contingent on budget approval, with authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if necessary and justified:

02-81-81-812010-28160000 Consumer Advocate

010-081-28160000-233-500769 Litigation	<u>FY 2019</u>	<u>FY2020</u>
	\$20,000	\$16,334

### **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 terms of both importance and scope, the most significant PUC proceedings are rate cases in which the entirety of a utility's revenue requirement (including the prudence of expenses and capital expenditures included in that requirement), as well as the design of the rates used to recover the revenue requirement, receive detailed and comprehensive consideration. With a professional staff consisting of two attorneys, an economist and a director of finance, the OCA has typically relied on outside experts who specialize in utility regulation to augment in-house resources so that we may participate fully and vigorously in such major proceedings before the PUC.

Two major rate cases are expected to be filed in April of 2019. One involves the state's largest electric utility – Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) – and will be Eversource's first such rate proceeding in a decade. The second involves Granite State Electric Company d/b/a Liberty Utilities (Liberty). To assist the OCA with its work on the Liberty rate case, the OCA proposes to enter into a contract with Mr. Ostrander for the purpose of reviewing, analyzing, critiquing and (as necessary) improving upon the utility's proposed revenue requirements. The principal focus of such an inquiry is on the prudence of the utility's operating expenses and capital costs. As described below, the proposed contract is one of three the OCA has negotiated as the result of its most recent Request for Proposals (RFP). The work product of Mr. Ostrander would include but not be limited to pre-filed written testimony that would be subject to cross-examination at Commission hearings.

### **RFP Process and Selection**

On October 4, 2018, 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 Eversource and Liberty rate cases. In light of the breadth of issues likely to arise in those cases, and the OCA's understanding that eligible consulting firms often develop particular expertise in discrete aspects of utility regulation, the RFP reserved the OCA's right to enter into more than one contract in the event a combination of winning bidders provides the best option for obtaining the services that were sought via the RFP.

Nine responses to the OCA were received. Upon reviewing the proposals, the OCA concluded that a combination of winning bidders would indeed provide the best option given that the bidders tended to specialize in either issues related to revenue requirements and issues related to rate design and revenue recovery. Accordingly, the OCA concluded that it would enter into three contracts: two concerning the revenue requirements for each of the utilities and a third focused on rate design and related issues that do not concern revenue requirements. The bids were scored on this basis by the four members of the OCA's professional staff. In connection with revenue requirements, the OCA thereby chose Bion C. Ostrander as the winning bidder based on the combination of expertise, direct experience and competitive price.

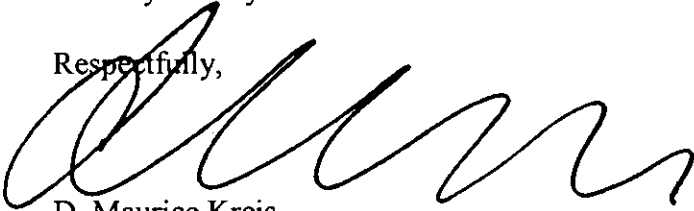
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

February 19, 2019

Page 3 of 3

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

Respectfully,

A handwritten signature in black ink, consisting of a series of loops and strokes, representing the name D. Maurice Kreis.

D. Maurice Kreis  
Consumer Advocate

**Bid Summary for OCA RFP No. 2018-1 (Concerning Revenue Requirements in Liberty Rate Case)**

**Vendor Name**

**Address**

Marc H. Vatter	9 Underhill Street, Nashua, New Hampshire
Ben Johnson Associates, Inc.	5600 Pimlico Drive, Tallahassee, Florida
Larkin & Associates PLLC	15728 Farmington Road, Livonia, Michigan
Innogy Consulting U.S. LLC	200 Portland Street, Boston, Massachusetts
Wired Group	P.O. Box 150963, Lakewood, Colorado
Strategen Consulting LLC	2150 Alston Way, Berkeley, California
Hudson River Energy Group	235 Lark Street, Albany, New York
Bion C. Ostrander	1121 SW Chetopa Trail, Topeka, Kansas
PCMG and Associates LLC	22 Brookes Avenue, Gaithersburg, Maryland

Criterion	Max Points	Vatter	BJA	Larkin	Innogy	Wired	Strategen	Hudson	Bion	PCMG
Qualifications, technical expertise, knowledge and practical experience re rate cases, particularly in re affiliates of Liberty	30	3.5	4.5	26.5	5.75	19.75	5	7.25	25.75	21.75
Cost of services and expenses, with emphasis on hourly rates	25	11.25	6.25	21.5	8.25	19.75	9.75	10.75	24.25	20.5
General experience and qualifications in NH and in re ratepayer advocacy	25	4.5	11.25	21.25	8.25	18.25	8	7.25	20.5	20.75
Availability and accessibility of staff	10	5	3	7.75	4.25	8	3.25	3.75	8.5	7.75
Overall responsiveness to RFP requirements, completeness, clarity	10	1.25	4.5	8.75	3	7.5	2.75	3.5	9.25	5.5
<b>TOTAL</b>	<b>100</b>	<b>25.5</b>	<b>29.5</b>	<b>85.75</b>	<b>29.5</b>	<b>73.25</b>	<b>28.75</b>	<b>32.5</b>	<b>88.25</b>	<b>76.25</b>

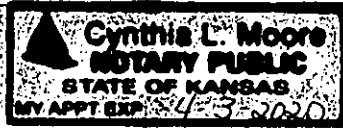
Evaluation Committee members: D. Maurice Kreis, Pradip Chattopadhyay, James Brennan, Brian Buckley

**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, Ste 18, Concord, NH 03301	
1.3 Contractor Name Bion C. Ostrander		1.4 Contractor Address 1121 S.W. Chetopa Trail, Topeka, KS 66615-1408	
1.5 Contractor Phone Number 785-478-9099	1.6 Account Number 010-081-28160000-233-500769	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$36,334
1.9 Contracting Officer for State Agency D. Maurice Kreis		1.10 State Agency Telephone Number 603-271-1174	
1.11 Contractor Signature <i>Bion C. Ostrander</i>		1.12 Name and Title of Contractor Signatory Bion C. Ostrander, Principal/Owner	
1.13 Acknowledgement: State of <i>Kansas</i> , County of <i>Shawnee</i> On <i>Jan. 31st 2019</i> , 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 <i>Cynthia L Moore</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Cynthia L Moore Notary</i>			
1.14 State Agency Signature <i>[Signature]</i> Date: <i>2/19/2019</i>		1.15 Name and Title of State Agency Signatory <i>D. MAURICE KREIS, CONSUMER ADVOCATE</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Garrie A. Rudis</i> Director, On: <i>2-19-19</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <i>2/20/2019</i>			
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**

Bion C. Ostrander, a sole proprietor, shall deliver services at the direction of and in a manner prescribed by the Office of the Consumer Advocate (OCA), consistent with the procedural schedule adopted by the Public Utilities Commission in connection with the electric rate case to be filed in 2019 by Granite State Electric Company d/b/a Liberty Utilities.

Deliverables include:

- Analysis of the expenses included in the utility's revenue requirements according to the applicable legal standards;
- Analysis of the capital costs, including working capital costs, proposed by the utility for inclusion in recoverable rate base according to the applicable legal standards;
- Analysis of affiliate transactions, their allocation, and their costs;
- Analysis of the schedules, financial statements and supporting documents submitted by the utility in connection with the rate case;
- Analysis of any managerial or financial audits conducted by the utility or the Staff of the Public Utilities Commission;
- Development of alternative revenue requirement (including schedules in live Excel format);
- Assistance with the development of discovery requests concerning these issues to be tendered to the utility;
- Development of written direct testimony on revenue requirements;
- 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, a similar rate case being contemporaneously filed by Public Service Company of New Hampshire d/b/a Eversource Energy.

Initials BO  
Date 1/31/2019

Office of the Consumer Advocate  
Exhibit B

Payment Terms

The hourly rate for the services of Bion C. Ostrander under this contract is \$140.

Travel expenses for attendance at meetings and hearings in Concord will be reimbursed at cost and subject to the discretion of the OCA.

The total not-to-exceed price for the services of Bion C. Ostrander under this contract is \$36,334.

Initials Bio  
Date 1/31/2019

Office of the Consumer Advocate  
Exhibit C

Special Provisions

[None]

Initials Bio  
Date 1/31/2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/22/2019

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 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).

<b>PRODUCER</b> Affinity Insurance Services, Inc. 1100 Virginia Drive Suite #250 Fort Washington, PA 19034	<b>CONTACT</b> <b>NAME:</b>	
	<b>PHONE</b> (A/C, No, Ext):	<b>FAX</b> (A/C, No):
<b>INSURED</b> Mr. Bion Osterander Bion C. Ostrander 1121 SW Chetopa Trl Topeka, KS 66615-1408	<b>E-MAIL</b> <b>ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Continental Casualty Company	
	<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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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 (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability / Errors and Omission Insurance			APL 625770424	05/27/2018	05/27/2019	Limit \$1,000,000 \$2,000,000 Deductible \$5,000

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

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Candace A. Coach*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2019

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 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).

<b>PRODUCER</b> PEOPLES/COMMRL INS SRVCS LLC/PHS 37276335 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (866) 467-8730 (A/C, No, Ext): <b>FAX</b> (888) 443-8112 (A/C, No): <b>E-MAIL</b> <b>ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC#</b>
<b>INSURED</b> BION C. OSTRANDER DBA OSTRANDER CONSULTING 1121 SW CHETOPA TRL TOPEKA, KS 66615-1408	<b>INSURER A:</b> Hartford Fire and Its P&C Affiliates <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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			37 WEC CE4127	05/27/2018	05/27/2019	E.L. DISEASE -EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

New Hampshire Office of the  
Consumer Advocate  
Attn: Jamie Breen  
21 S FRUIT ST STE 18  
CONCORD NH 03301-2428

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan S. Castaneda*

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