

CONSUMER ADVOCATE
Donald M. Kreis

ASS'T CONSUMER ADVOCATE
Matthew J. Fossum



OFFICE OF THE CONSUMER ADVOCATE
21 S. Fruit Street., Suite 18
Concord, New Hampshire 03301-2429

Website:
www.oca.nh.gov

June 12, 2024

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Office of the Consumer Advocate (“OCA”) to enter into a **Sole Source** contract with Chad Wilcox Consulting, LLC, of Orono, Maine, (Vendor # 496469) in the amount of \$12,181 for assistance reviewing and responding to the 2024 Annual Update filings made with the Federal Energy Regulatory Commission (“FERC”) by the New England Participating Transmission Owners (“PTOs”) effective upon Governor and Council approval through June 30, 2025. **100% Other Funds (Utility Assessment)**

Funding is available in account Consumer Advocate as follows:

	<u>FY24</u>
02-52-53-530010-18940000-046-500464	\$12,181

EXPLANATION

The request is **Sole Source** because this contract represents a joint effort among agencies in differing states with differing contracting protocols and because the market for the services sought is sufficiently narrow that a competitive process would not have yielded a better outcome.

For years, PTOs owning and operating high-voltage transmission facilities throughout New England, including in New Hampshire, have abided by a formula rate protocol approved by the FERC. Under that protocol, the PTOs annually publish material about their investments in transmission facilities in the region. Relevant to this contract, the PTOs’ material contains information about the costs of the facilities, and the way that the costs are to be spread among all customers in New England.

As the State’s advocate on behalf of residential utility customers, and consistent with its directive in RSA 363:28, IV to prevent or minimize any rate impact to New Hampshire customers from regional activities, the OCA has attempted to review, question and, where appropriate, challenge the information in the PTOs’ filings. Similar reviews have been undertaken by consumer advocates across New England. In the years the PTOs have been producing this material the

volume and scope of material has grown, as has its complexity. Moreover, the costs for the facilities described in those submissions has grown which has resulted in higher transmission rates for customers in New Hampshire. Given the increase in volume and complexity, the OCA has not been as effective as possible in its analysis of the costs of the facilities as described in the PTOs' filings.

In recognition of the limitations of the various consumer advocates in New England in being able to thoroughly review the PTOs' information, the OCA has agreed with the consumer advocates in Maine, Connecticut, Massachusetts, and Rhode Island to jointly retain the services of a consultant, Chad Wilcox Consulting, LLC, with experience and expertise in reviewing this information. As explained in the attached documents, the consultant will review the PTOs' submissions in conjunction with other materials to determine whether the costs included in the 2024 filing (expected to be made in June 2024) are reasonable and prudent, whether they have been accounted for correctly and consistently with the FERC-approved protocol, and whether any challenges to the material should be undertaken by one or more of the consumer advocates.

By sharing the expense of the consultant consistent with the load-share of the various states, each state will receive a benefit from the contract consistent with the general level of costs they bear for regional transmission costs. Accordingly, the OCA contends that the costs for retaining the consultant are reasonable and appropriate in light of the level of expertise being provided. Therefore, the OCA requests that the Governor and Council approve this request to assist the OCA in furthering the interests of New Hampshire's residential utility customers.

In the event that utility assessment funds are no longer available, general funds will not be requested to support this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald M. Kreis", written in a cursive style.

Donald M. Kreis
Consumer Advocate

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 St., Suite 18 Concord, NH 03301	
1.3 Contractor Name Chad Wilcox Consulting, LLC		1.4 Contractor Address P.O. Box 313 Orono, ME 04473	
1.5 Contractor Phone Number 207-400-1631	1.6 Account Unit and Class 18940000-046-500464	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$12,181
1.9 Contracting Officer for State Agency Donald M. Kreis		1.10 State Agency Telephone Number 603-271-1172	
1.11 Contractor Signature <i>chad wilcox</i>		1.12 Name and Title of Contractor Signatory Chad D. Wilcox, Owner	
Date: 5/28/24			
1.13 State Agency Signature 		1.14 Name and Title of State Agency Signatory Donald M. Kreis, Consumer Advocate	
Date: 5/28/24			
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: <i>Christen Lavers</i>		On: <i>5/29/24</i>	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 with respect to the subject matter hereof.

OFFICE OF THE CONSUMER ADVOCATE

FORMULA RATE ASSISTANCE

EXHIBIT A

Revisions to Standard Agreement Provisions

I. Revisions to Form P-37, General Provisions

- a. Paragraph 12, Assignment/Delegations/Subcontracts, is amended by deleting subparagraph 12.3 in its entirety and replacing with:
 - i. The OCA consents to the Contractor subcontracting with the subcontractors identified in Exhibit B.

- b. Paragraph 14, Insurance, is amended by deleting subparagraph 14.1.1 in its entirety and replacing with:
 - i. Professional liability insurance in amounts of not less than \$1,000,000 per occurrence.

- c. Paragraph 14, Insurance, is amended by deleting subparagraph 14.1.2.

OFFICE OF THE CONSUMER ADVOCATE

FORMULA RATE ASSISTANCE

EXHIBIT B

Scope of Services

I. Scope of Work

The purpose of this contract is to assist the agency in reviewing and responding to the 2024 Annual Update filings made with the Federal Energy Regulatory Commission by the New England Participating Transmission Owners (PTOs). To complete the scope of work, Contractor may subcontract with one or more of the following: DBC Consulting Economist, Corp.; LJ Manz Consulting, LLC; and Irina Green. Contractor maintains full responsibility for the requirements outlined in this scope of services, even if those requirements are performed by subcontractors.

Phase I. Preliminary Review Measures

- Review the transmission provisions of the ISO New England Inc. (ISO-NE) Transmission, Markets and Services Tariff, the Local Service rates and Schedule 12C costs under ISO-NE Tariff Section II, the ISO-NE Tariff and FERC Staff Guidance on Formula Rate Updates dated July 17, 2014, and the Formula Rate Protocols included as Attachment F - Appendix C to the ISO-NE OATT.
- Review the 2023 Annual Update data inputs and formula rate mechanics.
- Develop and document a review plan for the 2024 Annual Update.

Phase II. Review PTOs' 2023 FERC Form 1

- Review PTOs' 2023 Form 1 activity and identify areas warranting targeted review.
- Begin initial drafting of data requests to the PTOs for the 2024 Annual Update incorporating 2023 Form 1 data.

Phase III. Review 2024 Annual Updates

- Review draft Annual Update material posted by PTOs on or around June 15.
- Participate in Technical Session hosted by NEPOOL Transmission Committee regarding the Annual Update filings.
- Submit first set of data requests on or before August 1.
- Continue to develop additional data requests as necessary or appropriate based upon continued review of the Annual Update filings and review of responses to initial data requests, with all requests due by September 15.
- Review information responses by PTOs and continued development of information requests necessary to validate proposed rates.
- Identify issues and draft informal challenges (documentation of estimated impacts provided).

Contractor Initials CW
Date 5/28/24

Phase IV. Informal Challenges

- Finalize Informal Challenges.
- Provide technical expertise during informal negotiations with PTOs to resolve Informal Challenges, if any.
- Provide technical expertise and assistance in the preparation of any contemplated Formal Challenge(s), if any.

The Scope of Work explicitly excludes prudence review of capital projects. The Scope of Work also excludes litigation support as part of any Formal Challenge, which if requested shall require a modification of this Agreement or a new separate agreement.

OFFICE OF THE CONSUMER ADVOCATE

FORMULA RATE ASSISTANCE

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - a. 100% utility assessment

2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement including the OCA's share of the professional services provided by Contractor and any subcontractors specified in Exhibit B at a cost of \$300 per hour, for a total not-to-exceed amount for the OCA of \$12,181.

3. The Contractor shall submit an invoice with supporting documentation to the OCA no later than the fifteenth (15th) working day of the month following the month in which the services are provided. Services provided by subcontractors shall be included in any invoices from the Contractor; OCA will not provide direct payment to subcontractors. The Contractor shall ensure each invoice:
 - a. Includes the Contractor's Vendor Number issued upon registering with the New Hampshire Department of Administrative Services.
 - b. Is submitted in a form that is provided by or otherwise acceptable to the OCA.
 - c. Identifies and requests payment for allowable costs incurred in the previous month.
 - d. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - e. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - f. Is assigned an electronic signature, includes supporting documentation, and is emailed to: oca@oca.nh.gov or mailed to: Office of the Consumer Advocate, 21 South Fruit St., Suite 18, Concord, NH 03301.
 - g. The OCA shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
 - h. The final invoice and supporting documentation for authorized expenses shall be due to the OCA no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7, Completion Date.

Contractor Initials CW
Date 5/28/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CHAD WILCOX CONSULTING, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on May 08, 2024. 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: 961909

Certificate Number : 0006689740



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



Certificate of Vote/Authorization

I, Chad D. Wilcox, as the sole member of Chad Wilcox Consulting, LLC, hereby certify that:

I am the sole member and owner of Chad Wilcox Consulting, LLC, a limited liability company organized and existing under the laws of the State of Maine.

I am duly authorized and empowered to act on behalf of Chad Wilcox Consulting, LLC in all matters, including but not limited to entering into contracts, agreements, and other legal obligations.

I hereby authorize myself, Chad D. Wilcox, to enter into a contract with the Office of the Consumer Advocate on behalf of Chad Wilcox Consulting, LLC, regarding the provision of consulting services as outlined in the agreement.

I affirm that the terms and conditions of the contract are acceptable and in the best interest of Chad Wilcox Consulting, LLC.

Chad D. Wilcox

A handwritten signature in black ink that reads "Chad D. Wilcox". The signature is written in a cursive, flowing style.

Principal

May 8, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2024

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

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

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hiscox Insurance Company Inc 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Chad Wilcox Consulting LLC 13 Cromwell Drive Orono, ME 04473		

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL 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 \$ \$
	AUTOMOBILE LIABILITY <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 (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	P103.341.532.1	05/03/2024	05/03/2025	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire, Office of Consumer Advocate 21 South Fruit Street, Suite 18, Concord, NH 03301	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 
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