

STATE OF NEW HAMPSHIRE

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CONSUMER ADVOCATE  
Susan W. Chamberlin, Esq.

ASSISTANT CONSUMER ADVOCATE  
Dr. Pradip K. Chattopadhyay



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1-800-735-2964  
Tel. (603) 271-1172  
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www.oca.nh.gov

OFFICE OF CONSUMER ADVOCATE

21 S. Fruit St., Suite 18  
Concord, NH 03301-2429

November 4, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Office of Consumer Advocate (OCA) to enter into a contract for professional services with Synapse Energy Economics, Inc. (Synapse), Vendor #162177, in the amount of \$40,000.00, to monitor regional market developments and assist the OCA in its participation in the regulation, governance and operation of the New England regional electric power markets and transmission grid for the period of Governor and Executive Council approval through June 30, 2017. Funds are provided 100% through public utility assessment pursuant to RSA 363-A:1.

Funding is available in account Consumer Advocate as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

**02-81-81-812010-28160000 Public Utilities Commission – Office of Consumer Advocate**

	<u>FY2016</u>	<u>FY2017</u>
010-081-28160000-233-500769 Litigation	\$20,000	\$20,000

**EXPLANATION**

The purpose of this proposed contract with Synapse is for the OCA to continue its participation in regional electric market regulation in an efficient and cost-effective manner. Two matters are currently of special importance. Synapse would undergo an analysis of the 2015 Independent System Operator of New England (ISO-NE) Regional System Plan (RSP) and in the New England Power Pool (NEPOOL), Synapse will represent the OCA in the Markets Committee which will be considering a new proposal to monitor non-price retirement requests. These utility petitions for unit retirement affect pricing in the forward capacity market (FCM) auctions.

These items, as well as others likely to arise throughout the contract term, directly affect rates paid by New Hampshire consumers.

More than 300 generating plants and more than 8,000 miles of transmission lines fall within the oversight and governance of ISO-NE. Regional wholesale markets remain subject to spot market price spikes, generation supply adequacy issues, transmission constraints, significant barriers to market entry, and concerns about the overall efficiency and cost of electric service to New England consumers. It is reasonable and appropriate for the OCA to participate as a stakeholder on behalf of New Hampshire residential consumers in the governance and operation of these markets.

NEPOOL is a group of generators, transmission owners, suppliers, municipal utilities, alternative resources, and end users that participate in New England's bulk electric power market. The New England stakeholder process is complex and time-consuming. ISO-NE strives to balance the often competing interests of generation owners, electric utilities, and the system's large and small ratepayers.

The OCA believes it is critical to represent consumer interests at the regional level through participation in the ISO-NE and NEPOOL process. For the past ten years, the OCA has participated in the end user sector as the only representative of New Hampshire ratepayers at NEPOOL. During this time, Synapse has worked on our behalf to ensure that ISO-NE and other New England stakeholders are aware of New Hampshire residential customers' interests and concerns regarding wholesale markets, system planning and numerous related issues.

Synapse also represents other consumer advocacy organizations including the Connecticut Office of Consumer Counsel, Massachusetts Office of the Attorney General, and the Maine Public Advocate. In this way costs are shared among New England representatives with a common interest. This approach allows the OCA an important voice in the governance and operation of the regional power market at a reasonable cost, while retaining the independence to vote on issues on behalf of New Hampshire residential ratepayers. Synapse also represents New Hampshire's interests in the recently-formed "Consumer Liaison Group," a stakeholder forum for regional consumer organizations and advocates exchanging information about the economic impacts on consumers of New England's bulk power system and wholesale electricity markets.

The OCA significantly reduced its budget request for a regional market consultant from fiscal years 2014 and 2015 which were \$46,174 and \$46,128 respectively. The OCA hired as a staff member Dr. Pradip Chattopadhyay, a specialist in economics and market development. Dr. Chattopadhyay is providing a significant amount of the OCA representation in the regional market development process, requiring less support from Synapse.

### **RFP Process and Selection**

Synapse was chosen for this contract through a competitive bidding process. The OCA published a request for proposals (RFP) to the individuals or firms listed in Exhibit D, and on its website, [www.oca.nh.gov](http://www.oca.nh.gov). In response, the OCA received one proposal. Please refer to the enclosed Bid Summary for additional information.

### **Terms of Payment**

Payment will be made pursuant to Exhibit B. Funding for this contract is provided 100 percent through a utility assessment.

Thank you for your consideration of the OCA's request to enter into a contract for professional services with Synapse. Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Chamberlin". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

Susan W Chamberlin  
Consumer Advocate

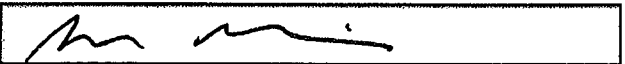
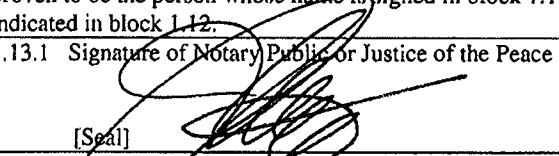

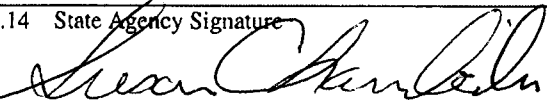
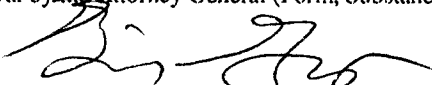
Enclosures:    General Provision Agreement  
                  Bid Summary  
                  Exhibit A Scope of Services  
                  Exhibit B Method of Payment  
                  Exhibit C Special Provisions  
                  Exhibit D Consultants Sent RFP  
                  Exhibit E Vitae  
                  Certificate of Good Standing  
                  Corporate Authority to Contract  
                  Certificate of Insurance

Subject: NH OCA Contract with Synapse Energy Economics, Inc. FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Office of the Consumer Advocate</u>		1.2 State Agency Address <u>21 S. Fruit Street, Suite 18, Concord, NH 03301</u>	
1.3 Contractor Name <u>Synapse Energy Economics, Inc.</u>		1.4 Contractor Address <u>485 Massachusetts Avenue, Suite 2, Cambridge MA 02139</u>	
1.5 Contractor Phone Number <u>617-661-3248</u>	1.6 Account Number <u>812010-2816-233 500769</u>	1.7 Completion Date <u>6-30-17</u>	1.8 Price Limitation <u>\$40,000</u>
1.9 Contracting Officer for State Agency <u>Susan W. Chamberlin</u>		1.10 State Agency Telephone Number <u>603-271-1172</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Bruce Biewald, President</u>	
1.13 Acknowledgement: State of <u>MASSACHUSETTS</u> County of <u>MIDDLESEX</u> On <u>Oct 14 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		 <b>JANICE CONYERS</b> <b>Notary Public</b> <b>Commonwealth of Massachusetts</b> <b>My Commission Expires</b> <b>July 27, 2018</b>	
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Susan W. Chamberlin, Consumer Advocate</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara Gillenham</u> Director, On: <u>11/2/15</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10/30/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Subject: NH OCA Contract with Synapse Energy Economics, Inc.


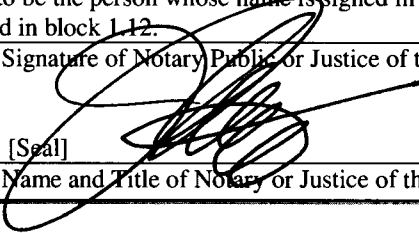

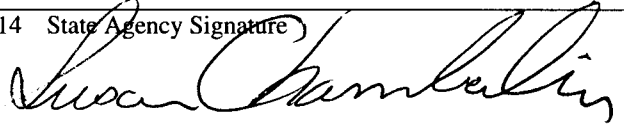
FORM NUMBER P-37 ( version 1/09)

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1.9 Contracting Officer for State Agency Susan W. Chamberlin		1.10 State Agency Telephone Number 603-271-1172	
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1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Susan W. Chamberlin, Consumer Advocate	
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: _____			
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

Contractor Initials RB  
Date 10/14/2015

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.



**Bid Summary 2017**

The OCA posted the request for proposals (RFP) for services on its website on June 12, 2015 and also provided an electronic copy of the RFP via electronic mail to all of the consulting firms that are listed in our consultant database. See Exhibit E. The OCA received one proposal in response to the RFP.

The proposal received was from Synapse Energy Economics, Inc.

The OCA had two staff members review the proposals: Susan Chamberlin, Consumer Advocate; and Dr. Pradip Chattopadhyay, Assistant Consumer Advocate. Each reviewer considered:

- Whether the proposals were complete and met the RFP requirements;
- The quality and extent of the bidder's experience and expertise in utility operations and regulation;
- Ability to complete the tasks necessary for the job;
- The knowledge and practical skills of both the firm and the staff assigned in the proposal;
- Any experience and qualifications in providing similar services to Commissions, Consumer Advocates, or other similar clients;
- The proposed hourly rate(s) for the project;
- Availability during the timeframe of the docket;
- Potential conflicts of interest; and
- Distance and accessibility to the OCA's offices.

After this process, the reviewers renegotiated to reduce the price term of the proposal. The parties reached an agreement. The OCA is now seeking approval of the contract with Synapse Energy Economics, Inc.

Scope of Services

Synapse proposes to provide the services in Part II of the RFP (Scope of Services) by attending stakeholder meetings (in person and by phone), negotiating with relevant parties and analyzing market reports to learn about proposed changes to the New England bulk power system that are likely to have a material impact on New Hampshire consumers. The stakeholder meetings typically include numerous New England Power Pool (NEPOOL) members, ISO-New England staff, NESCOE, and representatives of the state public utility commissions. Synapse will review proposed changes to the market designs, rules, or tariffs as presented by ISO-NE or other stakeholders in the numerous regional committees, sub-committees, and working groups. On a monthly basis (more frequently if needed), Synapse will provide the OCA with a summary of the significant issues being discussed. On a coordinated basis, Synapse will advocate for specific positions on behalf of the OCA in the New England stakeholder process. In consultation with the OCA, Synapse will develop an annual list of goals and objectives for each contract period and a plan for achieving them. Over the term of the contract, we will provide periodic assessments to the OCA and work collaboratively to make adjustments as needed to accommodate changing circumstances. Synapse anticipates that we will provide services to the OCA to address the following specific matters:

- (1) Review and analysis of proposals, reports, or other filings considered by the FERC in proceedings related to ISO-NE, New England's wholesale electric market, and/or New England's transmission grid, with a focus on the impacts of such filings on New Hampshire residential electric customers;
- (2) Timely and periodic reporting of events and developments occurring in the regional and federal energy forums, with an emphasis on those that impact New Hampshire residential electric customers; and
- (3) Participation on behalf of the OCA in meetings and other events convened by the FERC, the ISO-NE, NEPOOL, or one or more stakeholders in the New England electric markets. Within the annual contracted budget, Synapse will monitor and report on the following specific ISO and NEPOOL activities:
  - (a) Regional Transmission Planning and Resource Adequacy. Decisions about costly transmission projects and the market designs for the procurement of resources are made at the regional level. All of these costs are borne by ratepayers. Synapse will provide assistance so that the OCA can meaningfully participate in these decisions and in NEPOOL Technical Committee activities as needed.
  - (b) ISO-NE's Budget. ISO-NE's budget is reviewed annually by FERC. Synapse will provide the OCA with expert assistance to scrutinize the ISO-NE's budget with a goal of protecting New Hampshire consumers

from unjust and unreasonable costs. Recently, the OCA participated with a group of regional consumer advocates in a challenge of the ISO-NE's Synapse Energy Economics, Inc. Proposal to Provide Expert Services budget, which resulted in commitments by ISO-NE to increase stakeholder participation in future budget processes. Now these commitments must be reviewed for compliance.

(c) Other ISO-NE, NEPOOL, NESCOE, or FERC activities as needed.

As noted above, Synapse will attend and monitor numerous stakeholder meetings each month through the pooling of resources from all of our NEPOOL clients. All of the Synapse clients are in the Alternative Resources sector (energy efficiency and renewable providers) and the End User sector (consumer and environmental advocates). There are many basic market and planning issues that this client base has in common and often the interests from both sectors are aligned. In situations where client viewpoints are not aligned, Synapse will communicate with each client to make sure that we can accurately represent their viewpoints in the stakeholder process and, if appropriate, cast their vote to support their position.

## Exhibit B – Method of Payment

The proposed annual budget for this project is \$20,000 (for a total two-year budget of \$40,000). This is a good faith time-and-materials estimate based upon our current understanding of the requirements to complete the project. The hourly charge rates for the project team are as follows: Paul Peterson \$230, Doug Hurley \$190, Sarah Jackson \$165, and Spencer Fields \$165. For this contract, it is anticipated that the OCA may have additional meeting requests that are unique to New Hampshire ratepayers and some specific research or strategic analysis requests. The proposed annual budget of \$20,000 will cover the issues that the OCA identifies as part of our discussion of annual goals and objectives. Synapse will inform the OCA when the project team is approaching the \$20,000 mark so that the OCA will be able to prioritize the remaining budget appropriately. Synapse will send monthly invoices to the OCA that will list the time expended by each Synapse team member on the specific tasks authorized by the OCA.

Below is a table estimating the staff time allocated for this project for the complete two-year contract period.

### **Contract Period: Approval by Governor and Executive Council – June 30, 2017**

#### **Staff Resources (Titles/Hourly Rates) Est. Hrs. Projected Cost**

Paul Peterson, Principal Associate, \$230/hour 65 \$14,950

Doug Hurley, Principal Associate, \$195/hour 65 \$12,675

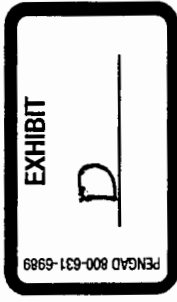
Sarah Jackson, Associate, \$165/hour 30 \$4,950

Spencer Fields, Associate, \$165/hour 30 \$4,950

These rates include all the costs that will be billed to the client. Estimated travel expenses are composed of mileage to and from NEPOOL meetings. On occasions when meetings are on consecutive days, overnight stays and meals may be more efficient than daily commuting. Synapse's proposed, not-to-exceed budget for this two year contract is \$40,000. Work will be itemized and billed at an hourly rate per consultant. The OCA will receive a monthly bill as work is performed and then paid as billed until total contract amount has been billed and paid.

## Exhibit C – Special Provisions

The insurance provisions of paragraph 14 of the Agreement are met with insurance as evidenced by the attached certificate of insurance.



Company Name	Contact	Street Address
Baldwin, Susan	George E. Briden	17 Arlington Street
Snake Hill Energy Resources, Inc.	David Brevitz	17 Cody Dr
Brevitz Consulting Services		3623 SW Woodvalley Terr
Hill Associates	Stephen G. Hill	PO Box 587 4000 Benedict Rd
La Capra Associates, Inc.	Lee Smith	One Washington Mall, 9th Fl
Michael W. Holmes, Esq.	David W. Rolka	18 Holton Cir
Rolka Loube Saltzer Associates, LLC	Scott J. Rubin	10601 Cavalier Dr, MD
Scott J. Rubin	Bruce Biewald	333 Oak Ln
Synapse Energy Economics, Inc.	Thomas H. Fish, PhD	485 Massachusetts Ave, Ste 2
Ariadair Economics Group	Edmund "Tad" Berger	1020 Fredericksburg Rd
Berger Law firm, P.C.	Steve R. Dean, ASA, PE	2104 Market St
DAI Management Consultants	Mark Garrett	1370 Washington Pike
Garrett Group L.L.C.	James D. Cotton	211 North Robinson Ave Ste 340
The Columbia Group, Inc.	Walter P. Drabinski	PO Box 810
Vantage Consulting, Inc.	Thomas J. Norris, PE	PO Box 420395
Natural Gas & Utility Consulting	William H. Novak, CPA	35 Lincoln St, MA 01810
WHN Consulting	Nancy Brockway	19 Morning Arbor Place
Nancy Brockway	Trevor R. Roycroft, PhD	10 Allen St
Roycroft Consulting	Marilyn J. Fox	51 Sea Meadow Ln
Fox, Smolen & Associates, Inc.		1701 Nueces Street

Glenn Blackmon		203 20th Ave SE
Curry & Associates	Roland L. Curry	1509 Mearns Meadow Blvd
Economics and Technology, Inc.	Anne M. Gilmer	Two Center Plaza, Suite 400
Barbara R. Alexander		83 Wedgewood Dr
Christensen Associates Energy Consulting	Dr. Laurence D. Kirsch	800 University Bay Dr, Ste 400
David Gardiner & Associates, LLC	David Gardiner	28 Indian Ln
Blue Ridge Consulting Services, Inc.	Michael J. McGarry	2131 Woodruff Rd, Ste 2100, PMB 309
Fisher Sheehan & Colton	Roger D. Colton	34 Warwick Rd
Hudson River Energy Group	Frank W. Radigan	120 Washington Ave
Overland Consulting	Howard E. Lubow	11551 Ash St, Ste 215
Ronald J. Binz		333 Eudora St, Ste 100
Russell Consulting	David F. Russell, PE	15 Titcomb St., Ste 100
D'Onofrio & Associates, LLC	William N. D'Onofrio, CPA	8870 Turfway Bend Dr
Gorham, Gold, Greenwich & Associates	Gregory Loyd Mann	PO Box 23626
NorthPoint Consulting Group, LLC	Richard S. Bower	1 Oak Ridge Rd, Bldg #2 Ste 10B
William Dunkel and Associates	William Dunkel	8625 Farmington Cemetery Rd
Tellus Institute	Paul Raskin, PhD	11 Arlington St
SVL Holding Corporation	Steven Le	1620 N Placentia Ave # 100
Pacific Economics Group	Mark Newton Lowry, PhD	22 E Miffiin St, Ste 302
Ostrander Consulting	Bion Ostrander	1121 SW Chetopa Tr
Martin Roth Cohen & Associates	Martin R. Cohen	2633 W Sunnyside Ave
Liberty Consulting Group		279 North Zinns Mill Road, Suite H
Accion		244 North Main Street
Lawrence Lackey		2359 Stowe Hollow Rd
Larkin & Associates, PLLC	Ralph Smith	15728 Farmington Rd
J. Randall Woolridge, PhD		120 Haymaker Cir
Henkes Consulting	Robert J. Henkes	7 Sunset Rd
Glenn Blackmon, PhD		203 20th Ave SE
Diversified Utility Consultants, Inc.	Daniel Lawton	1912 W Anderson Ln
Brown Williams Moorhead & Quinn, Inc.	Franklin D. Knight	1155 15th St N.W., Ste 400
Paulina McCarter Collins, Esq.		10 River Place Dr, Apt 10106
Gable Communications, Inc.	David Gable	31 Stearns St
Economists Incorporated	John R. Morris	2121 K St, NW
Exeter Associates, Inc.	Thomas S. Catlin	5565 Sterrett Pl, Ste 310

David Townsend & Associates	David N. Townsend	17 Lawrence Rd
Acadian Consulting Group	Professor David Dismukes	5800 One Perkins Place Dr, Ste 5-F
Utilitech, Inc.	Emmett Lien, President	3020 Penn Ave
The Regulatory Assistance Project		50 State St, Ste 3
QSI Consulting, Inc.	Dr. August H. Ankum	429 N. 13th Street, Suite 2D
Causey Engineering, LLC	Jerry Hietpas	PO Box 341057-0018
McFadden Consulting	Michael McFadden	636 South Monroe Wy, Ste 101
Resource Insight, Inc.	Paul Chernick	Five Water Street
Brubaker & Associates, Inc.	Morris Brubaker	PO Box 412000
Ben Johnson Associates, Inc.	Dr. Ben Johnson	5600 Pimlico Drive
Vermont Energy Investment Corp.		128 Lakeside Avenue, Suite 401
Signal Hill		
Snavely King Majoros & Associates, Inc.	Michael J. Majoros, Jr.	1111 14th Street, NW - Suite 300
Schlissel Technical Consulting	David A. Schlissel	
SAGE Management Consultants, LLC	David P. Vondle, CMC	
Maureen Reno	Maureen	
JBS Energy, Inc.	Bill Marcus	311 D Street
Excel Consulting	Brian Kalcic	225 S. Meramec Avenue, Suite 720
PCMG & Associates	Karl Richard Pavlovic	22 Brookes Avenue
Technical Associates	Glenn Watkins	9030 Stony Point Parkway, Suite 580
Columbia Group	Andrea Crane	
GDS Associates	Jim Daniel	1155 Elm Street, Suite 702



City/Town	State	Zip	Phone	Cell	E-mail
Newburyport	MA	01950	978-255-2344		<a href="mailto:smbaldwin@comcast.net">smbaldwin@comcast.net</a>
North Scituate	RI	02857-291	401-934-1433		<a href="mailto:gbriden@cox.net">gbriden@cox.net</a>
Topeka	KS	66614	785-266-8769		<a href="mailto:dbrevitz@cox.net">dbrevitz@cox.net</a>
Hurricane	WV	25526	304-562-3645		<a href="mailto:hillassociates@gmail.com">hillassociates@gmail.com</a>
Boston	MA	02110	617-778-5515		<a href="mailto:ismith@lacapra.com">ismith@lacapra.com</a>
Londonderry	NH	03053	603-432-5425		NEED CONTACT INFO
Silver Spring	MD	20901	717-231-6661		<a href="mailto:drolka@rolkaloube.com">drolka@rolkaloube.com</a>
Bloomsburg	PA	17815	570-387-1893	570-850-9317	<a href="mailto:Scott.J.Rubin@gmail.com">Scott.J.Rubin@gmail.com</a>
Cambridge	MA	02139	617-661-3248		<a href="mailto:bbiewald@synapse-energy.com">bbiewald@synapse-energy.com</a>
Excelsior Springs	MO	64024	816-630-0628		<a href="mailto:tfish@ariadairconomics.com">tfish@ariadairconomics.com</a>
Camp Hill	PA	17011	888-602-3114		<a href="mailto:publicutilitylaw@bergerlawfirm.net">publicutilitylaw@bergerlawfirm.net</a>
Bridgeville	PA	15017	412-220-8920		<a href="mailto:info@daimc.com">info@daimc.com</a>
Oklahoma City	OK	73102	405-239-2226		<a href="mailto:mgarrett@garrettgroupplc.com">mgarrett@garrettgroupplc.com</a>
Georgetown	CT	06829	203-438-2999		CTCOLUMBIA@AOL.COM
Summerland Key	FL	33042	305-744-3440	305-394-0784	<a href="mailto:wdrabinski@vantageenergyconsulting.com">wdrabinski@vantageenergyconsulting.com</a>
Andover	MA	01810	978-409-1392		NEED CONTACT INFO
The Woodlands	TX	07731	713-298-1760		<a href="mailto:halnovak@whnconsulting.com">halnovak@whnconsulting.com</a>
Boston	MA	02131	617-645-4018		<a href="mailto:nbrockway@aol.com">nbrockway@aol.com</a>
Brewster	MA	02631	508-896-0151		<a href="mailto:trevor@roycroftconsulting.org">trevor@roycroftconsulting.org</a>
Austin	TX	78701	888-822-9090	512-426-5167	<a href="mailto:fox@foxsmolen.com">fox@foxsmolen.com</a>

Olympia	WA	98501 360 556-7888	<a href="mailto:webmail@glennblackmon.com">webmail@glennblackmon.com</a>
Austin	TX	78758 512-835-1585	<a href="mailto:rcurry@austin.rr.com">rcurry@austin.rr.com</a>
Boston	MA	02108 617-227-5535	<a href="mailto:agilmer@econtech.com">agilmer@econtech.com</a>
Winthrop	ME	04364 207-395-4143	<a href="mailto:barbalex@ctel.net">barbalex@ctel.net</a>
Madison	WI	53705 608-231-2266	<a href="mailto:Lkirsch@CAEnergy.com">Lkirsch@CAEnergy.com</a>
Marshfield	MA	02050 781-834-7968	<a href="mailto:david@dgardiner.com">david@dgardiner.com</a>
Greenville	SC	29607 864-901-5440	<a href="mailto:info@blueridgecs.com">info@blueridgecs.com</a>
Belmont	MA	02478 617-484-0597	<a href="mailto:roger@FSCOnline.com">roger@FSCOnline.com</a>
Albany	NY	12210 518-436-1628	<a href="mailto:fradigan@aol.com">fradigan@aol.com</a>
Leawood	KS	66211 913-599-3323	<a href="mailto:Dwiesner@overlandconsulting.com">Dwiesner@overlandconsulting.com</a>
Denver	CO	80220 303-355-7528	<a href="mailto:rbinz@rbinz.com">rbinz@rbinz.com</a>
Newburyport	MA	01950 978-462-2261	<a href="mailto:dfr@RussellConsulting.org">dfr@RussellConsulting.org</a>
Powell	OH	43065 614-873-2323	<a href="mailto:info@donofrioassociatesllc.com">info@donofrioassociatesllc.com</a>
Overland Park	KS	66283 913-814-9820	<a href="mailto:solve@ggga.net">solve@ggga.net</a>
West Lebanon	NH	03784 603-643-4165	<a href="mailto:Northpointgroup@aol.com">Northpointgroup@aol.com</a>
Pleasant Plains	IL	62677 217 -626-1476	<a href="mailto:bdunkel@aol.com">bdunkel@aol.com</a>
Boston	MA	02116 617-266-5400	<a href="mailto:praskin@tellus.org">praskin@tellus.org</a>
Placentia	CA	92870 714- 986-2222	<a href="mailto:svle@usa.net">svle@usa.net</a>
Madison	WI	53703 608-257-1522	<a href="mailto:mnlowry@pacificeconomicsgroup.com">mnlowry@pacificeconomicsgroup.com</a>
Topeka	KS	66615 785-478-9099	<a href="mailto:bionostrander@cox.net">bionostrander@cox.net</a>
Chicago	IL	60625 773-343-5369	<a href="mailto:MRC2633@yahoo.com">MRC2633@yahoo.com</a>
Lebanon	PA	17042 717-270-4500	<a href="mailto:admin@libertyconsultinggroup.com">admin@libertyconsultinggroup.com</a>
Concord	NH	03301 603-229-1644	<a href="mailto:advisors@acciongroup.com">advisors@acciongroup.com</a>
Stowe	VT	05672 802-253-7966	<a href="mailto:LL@pshift.com">LL@pshift.com</a>
Livonia	MI	48154 734-522-3420	<a href="mailto:RSmithLA@aol.com">RSmithLA@aol.com</a>
State College	PA	16801 814-238-9428	<a href="mailto:jrw@psu.edu">jrw@psu.edu</a>
Old Greenwich	CT	06870 203-698-1989	<a href="mailto:rhenkes@optonline.net">rhenkes@optonline.net</a>
Olympia	WA	98501 360- 556-7888	<a href="mailto:mail@glennblackmon.com">mail@glennblackmon.com</a>
Austin	TX	78757 512-257-2600	<a href="mailto:admin@ducinc.net">admin@ducinc.net</a>
Washington	DC	20005 202-775-8994	<a href="mailto:Knight@bwmq.com">Knight@bwmq.com</a>
Portland	ME	04106 207-542-0973	<a href="mailto:paulina_collins@yahoo.com">paulina_collins@yahoo.com</a>
Newton	MA	02459 617-243-0093	<a href="mailto:davidgabel@aol.com">davidgabel@aol.com</a>
Washington	D.C.	20037 202-223-4700	<a href="mailto:info@ei.com">info@ei.com</a>
Columbia	MD	21044 410-992-7500	<a href="mailto:topcat@exeterassociates.com">topcat@exeterassociates.com</a>

Swampscott	MA	01907 781-447-9356	<a href="mailto:DNT@dentownsend.com">DNT@dentownsend.com</a>
Baton Rouge	LA	70808 225-769-2603	<a href="mailto:info@acadianconsulting.com">info@acadianconsulting.com</a>
West Lawn	PA	19609 800-238-6753	<a href="mailto:emmett.lien@utilitech.com">emmett.lien@utilitech.com</a>
Montpelier	VT	05602 802-223-8199	<a href="mailto:info@raponline.org">info@raponline.org</a>
Philadelphia	PA	19123 618-364-2505	<a href="mailto:gankum@qsiconsulting.com">gankum@qsiconsulting.com</a>
Austin	TX	78734 512-261-3930	<a href="mailto:ihietpas@CauseyEngineering.com">ihietpas@CauseyEngineering.com</a>
Denver	CO	80209 303-733-0999	<a href="mailto:info@mcfaddenconsulting.com">info@mcfaddenconsulting.com</a>
Arlington	MA	02476 781-646-1505	<a href="mailto:pcherrick@resourceinsight.com">pcherrick@resourceinsight.com</a>
St. Louis	MO	63141 636- 898-6725	<a href="mailto:bai@consultbai.com">bai@consultbai.com</a>
Tallahassee	FL	32309 850-893-8600	<a href="mailto:bj@benjohnsonassociates.com">bj@benjohnsonassociates.com</a>
Burlington	VT	05401 802-658-6060	<a href="mailto:info@veic.org">info@veic.org</a>
Washington	DC	20005 202-371-9153	NEED CONTACT INFO <a href="mailto:info@snavely-king.com">info@snavely-king.com</a>
			<a href="mailto:david@schlissel-technical.com">david@schlissel-technical.com</a>
			(505) 292-8961 <a href="mailto:vondle@sageconsultants.us">vondle@sageconsultants.us</a>
			<a href="mailto:maureen_reno@comcast.net">maureen_reno@comcast.net</a>
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St. Louis	MO	63105 314-725-2511	<a href="mailto:excelconsulting@earthlink.net">excelconsulting@earthlink.net</a>
Gaithersburg	MD	20877 202-422-2720	<a href="mailto:pcmgregcon@gmail.com">pcmgregcon@gmail.com</a>
Richmond	VA	23235 804-272-5363	<a href="mailto:Information@TAI-Econ.com">Information@TAI-Econ.com</a>
Manchester	NH	03101 603-656-0336	<a href="mailto:jim.daniel@gdsassociates.com">jim.daniel@gdsassociates.com</a> <a href="mailto:nbrockway@aol.com">nbrockway@aol.com</a>

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## Paul R. Peterson

Principal Associate  
Synapse Energy Economics  
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### EMPLOYMENT

#### **Synapse Energy Economics Inc., Cambridge, MA.**

*Principal Associate, March 2001 - present.*

Provide consulting services on a variety of energy and electricity related studies. Represent New England consumer advocate and environmental concerns in NEPOOL and ISO New England working groups. Monitor reliability and markets issues in RTOs and ISOs. Champion better integration of demand resources in bulk power systems. Current focus on transmission planning and FERC Order 1000 issues. Participate in FERC proceedings on system planning and market design issues.

#### **ISO New England Inc., Holyoke, MA.**

*Coordinator of Regulatory Affairs, 2000 – 2001.*

Coordinate regulatory activities with individual state public utility commissions, the New England Conference of Public Utilities Commissioners (NECPUC), and the Federal Energy Regulatory Commission (FERC). Assist the General Counsel on a variety of specific tasks and documents; draft letters and reports for the Chief Executive Officer.

*Public Information and Government Affairs, 1998 – 1999.*

Worked with all ISO-NE constituencies including NEPOOL Participants, regulatory agencies, and stakeholder groups in large-group and small-group formats. Developed and presented materials that described ISO-NE's functions, special projects (including Year 2000 rollover issues), and future evolution.

#### **Vermont Public Service Board, Montpelier, VT.**

*Policy Analyst, 1997 - 1998.*

Monitored House and Senate legislation on electric restructuring; helped coordinate the passage of Senate Bill S.62 in 1997. Coordinated the New England Conference of Public Utilities Commissioners (NECPUC) activities regarding NEPOOL restructuring; assisted in drafting documents to create an Independent System Operator (ISO) for New England. Worked on New England task forces to develop a model rule for electric disclosure projects for consumer information and regulatory compliance.

*Utilities Analyst, 1990 - 1997.*

Reviewed regulated utility filings for changes in rates; judicial Hearing Officer for contested cases on a wide range of topics; wrote all decisions regarding annual utility applications for Weatherization Tax Credits. Focused on integrated resource planning and electric industry restructuring; initial Hearing Officer for the Energy Efficiency Utility docket. Chaired the Staff Energy Committee of NECPUC.

**Energy Analysis**, Burlington, VT. Consultant, 1990.  
Energy-efficiency program design and evaluation.

**UVM Extension Service**, Burlington, VT.

*Area Energy Agent*, 1985 - 1990.

Performed tasks pursuant to an annual contract with Vermont Department of Public Service to conduct energy research, design energy efficiency programs and provide public education (see attached list of publications).

*Home Energy Audit Team (H.E.A.T.)*, 1978 - 1985.

Home energy audits; energy surveys for commercial, municipal, and non-profit buildings; energy education and information.

**The Close-Up Foundation**, Washington, D.C. Program Administrator, 1975 - 1978.

Directed weekly government studies program for 200 high school students and teachers; supervised a staff of fifteen; coordinated curriculum and logistical aspects of program.

## EDUCATION

**Admitted to Vermont Bar**, February 1992

**Western New England College School Of Law**, Springfield, MA.

Juris Doctor degree, cum laude, May 1990

American Jurisprudence Award: Remedies, 1989

Merit Scholarship recipient

Student Bar Association Representative

**Williams College**, Williamstown, MA

Bachelor of Arts degree, cum laude, June 1974

Political Science and Environmental Studies

Tyng Scholarship recipient

**National Judicial College**, Reno, NV

Administrative Hearings, Sept., 1994

Civil Mediation, March, 1996

Civil Mediation, July, 1997 (faculty assistant)

**American Inns of Court**, Northern Vermont Chapter

1995-1996, member

1996-1997, member

**Continuing Legal Education**, Vermont Bar Association

Americans with Disabilities Act, April 1992

Ethical Issues/Governmental Agencies, October 1992

Advance Medical Directives, May 1993

Family Law Workshop, September 1993

Negotiating Settlements, May 1994

Physician Assisted Suicide Symposium, October 1996

Electric Industry Restructuring, March 1999

Advance Medical Directives, May 1999  
International Law Update, June 2000  
**UVM Continuing Education**, Brattleboro, VT  
Small Computer Course, Spring 1983  
Communications Workshops, Spring 1983 & Spring 1984

## RECENT PUBLICATIONS

Jackson, S., Peterson, P., D. Hurley, T. Woolf, *Forecasting Distributed Generation Resources in New England: Distributed Generation Must Be Properly Accounted for in Regional System Planning*. Synapse Energy Economics for E4 Group, June 2013.

Hurley, D., P. Peterson, M. Whited, *Demand Response as a Power System Resource: Program Designs, Performance, and Lessons Learned in the United States*. Synapse Energy Economics for the Regulatory Assistance Project, May 2013.

Peterson P., D. Hurley, S. Jackson, M. Schultz, *The Road to Better System Planning: ISO-New England's Revised Energy Efficiency Forecast*. Synapse Energy Economics for Connecticut Office of Consumer Counsel, April 2012.

Peterson P., M. Wittenstein, J. Ramey, *Resource Incentives: Valuing Resources in PJM's Wholesale Markets*. Synapse Energy Economics for American Clean Skies Foundation, December 2011.

Peterson P., V. Sabodash, M. Wittenstein, D. Hurley, *PJM System Planning: Enhancements for the 21<sup>st</sup> Century*. Synapse Energy Economics for Sierra Club, June 2011.

Peterson P., V. Sabodash, R. Wilson, D. Hurley, *Public Policy Impacts on Transmission Planning*. Synapse Energy Economics for Earthjustice, December 2010.

Peterson P., D. Hurley, V. Sabodash, *Demand Response Potential in ISO New England's Day-Ahead Energy Market*. Synapse Energy Economics for Massachusetts Office of the Attorney General, October 2010.

Peterson P., V. Sabodash, K. Takahashi, *Demand Side Resource Potential: A Review of Global Energy Partners' Report for Midwest ISO*. Synapse Energy Economics for Project for Sustainable FERC Energy Policy, September 2010.

Peterson P., V. Sabodash, *Energy Market Savings from Price Responsive Demand Participation*. Synapse Energy Economics for NEPOOL Clients in Alternative Resources and End User Sectors, November 2009.

Peterson P., D. Hurley, V. Sabodash, *Impact of PRD Participation in Day-Ahead Energy Market*. Synapse Energy Economics for NEPOOL Clients in Alternative Resources, and End User Sectors, October 2009.

Peterson P., E. Hausman, B. Fagan, V. Sabodash, *Synapse Report and Ohio Comments in Case No. 09-09-EL-COI, "The Value of Continued Participation in RTOs."* Synapse Energy Economics for Ohio Consumers' Counsel, May 2009.

Peterson P., *Energy Efficiency in the PJM Capacity Market.* Synapse Energy Economics comments Before the Federal Energy Regulatory Commission (FERC), January 2009.

Hausman E., P. Peterson, D. White, B. Biewald, *An RPM Case Study: Higher Costs for Consumers, Windfall Profits for Exelon: A study of the impacts of PJM's Reliability Pricing Model.* Synapse Energy Economics for the Illinois Citizens Utility Board, October 2005.

Peterson P., D. White, B. Biewald, *Capacity Revenues for Existing, Base Load Generation in the PJM Interconnection: A Pennsylvania Case Study: A report on the impacts of PJM's Reliability Pricing Model.* Synapse Energy Economics for the Pennsylvania Office of Consumer Advocate, June 2005.

Peterson P., D. White, A. Roschelle, B. Biewald, *Capacity for the Future: Kinky Curves and Other Reliability Options.* Synapse Energy Economics for Northeast Consumer Advocate Offices, December 2004.

Peterson P., D. White, N. Doolittle, A. Roschelle, *FERC's Transmission Pricing Policy: New England Cost Impacts.* Synapse Energy Economics for New England Consumer Advocate Offices, September 2003.

Peterson P., D. White, B. Biewald, C. Chen, *The New England Experiment: An Evaluation of the Wholesale Electricity Markets.* Synapse Energy Economics for New England Consumer Advocate Offices, June 2003.

Schlissel D., P. Peterson, B. Biewald, *Financial Insecurity: The Increasing Use of Limited Liability Companies and Multi-Tiered Holding Companies to Own Nuclear Power Plants.* Synapse Energy Economics for the STAR Foundation and Riverkeeper, August 2002.

Peterson P., B. Biewald, L. Johnston, E. Gonin, J. Wallach, *Best Practices in Market Monitoring: A Survey of Current ISO Activities and Recommendations for Effective Market Monitoring and Mitigation in Wholesale Electricity Markets.* Synapse Energy Economics and Resource Insight for the Maryland OPC, the Pennsylvania OCA, the Delaware DPA, the New Jersey DRA and the OPC of DC, November 2001.

Biewald B., L. Johnston, J. Ramey, P. Peterson, D. White, *The Other Side of Competitive Markets: Developing Effective Load Response in New England's Electricity Market.* Synapse Energy Economics for The Maine Department of Attorney General and the Maine Office of the Public Advocate, June 2001.

Schlissel D., L. Johnston, P. Peterson, *Clean Air and Reliable Power: Connecticut HB 6365 Will Not Jeopardize Electric System Reliability.* Synapse Energy Economics for The Clean Air Task Force on behalf of The Connecticut Coalition for Clean Air, May 2001.

### **UNIVERSITY OF VERMONT EXTENSION SERVICE**

**Residential Construction Survey**, Survey of Vermont new home construction for construction techniques, energy-efficient design, appliance loads, etc. 1986, 1989.

**Vermont Vacation Home Energy Study**, Survey of vacation home energy consumption and impact on Vermont statewide electrical demand. 1989.

**Dairy Farm Energy Use**, A detailed examination of electrical energy consumption on forty Vermont dairy farms to identify opportunities for improving energy-efficiency. 1987.

**Mobile Home Booklet**, A fresh look at energy saving opportunities for mobile homeowners. Specific problems of cold climates are addressed. 1987.

**Dairy Farm Energy Project**, Implemented \$400,000 grant from Vermont Department of Agriculture for installation of milk-cooling equipment that also produced hot water. 1989.

**Vocational Building Trades Instructors**, Annual workshops on energy-efficient construction practices for the teachers of Vermont building trades students. Classroom presentations on selected topics. 1986 - 1989.

**Brattleboro Community Energy Education Project**, Coordinated a Central Vermont Public Service Company funded project to promote energy-efficiency awareness through community programs. 1985.

### **TESTIMONY**

State of Vermont Public Service Board (2006): Review of Vermont Transmission Planning Process (Docket No. 7081)

Town of Charlotte, VT (2006): Summary of VELCO Northwest Reliability Testimony Docket (No. 6860)

Office of Consumer Advocate of the Commonwealth of Pennsylvania (2006): Comments on the FERC Technical Conference on RPM (Docket ER05-1410)

Arkansas Public Utilities Commission (2006): Resource Planning Guidelines for Electric Utilities and Consideration of Sec. 111(d)(12) of the Energy Policy Act of 2005 (Docket No. 06-028-R)

Texas Public Utilities Commission (2004): Petition of Entergy Gulf States for Certification of an Independent Organization for the Entergy Settlement areain Texas (Docket No. 28818)

Rhode Island Energy Facilities Siting Board (2004): Narragansett Electric Company E-183 115kV Transmission Line Relocation Project (Docket No. SB-2003-1)

CT Siting Council (2003): CL&P Application for a Transmission Facility (Docket No. 217)

Arizona Corporations Commission (2002): APS Generic Proceeding on Electric Restructuring



(Docket No. E-00000A-02-00051)

Nevada Public Utilities Commission (2002): NPC Wholesale Markets Cost Recovery (Docket No. 01-11029)

## **PROFESSIONAL CONFERENCES**

**Federal Energy Regulatory Commission Conference**, Philadelphia, PA. March 2001.  
**National Association Of Regulatory Utility Commissioners**, Washington, DC. 1998 - 2000  
**Advanced Integrated Resource Planning Seminar**, Berkeley, CA 1995  
**ACEEE Summer Study**, Pacific Grove, CA 1992 & 1994  
**1991 DOE Low-Level Radioactive Waste Conference**, Atlanta, GA

Resume dated July 2013.

## Doug Hurley

Principal Associate

Synapse Energy Economics

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[dhurley@synapse-energy.com](mailto:dhurley@synapse-energy.com)

### PROFESSIONAL EXPERIENCE

**Synapse Energy Economics Inc.**, Cambridge, MA. Principal Associate, October 2011 – present; Associate July 2008 – October 2011; Research Associate, April 2004 – July 2008. Assist clients in navigating the complex labyrinth of RTO market rules, especially regarding reliability assessments for coal-fired power plants and participation of energy efficiency and distributed generation in wholesale capacity markets. Analyze and report the benefits of demand resource participation in wholesale capacity markets. Currently serving third year as vice-chair of NEPOOL's Alternative Resources sector. Maintain our End User and AR Sector clients' interests at ISO-NE and PJM stakeholder meetings. Estimate and prepare expert testimony on avoided costs of energy and capacity for PURPA Qualifying Facilities. Analyze economic dispatch models and prepare expert testimony for regulatory proceedings. Analyze economic and environmental implications of renewable portfolio standards and clean energy policy scenarios. Investigate electricity market price trends and fluctuations.

**Massachusetts Inst. of Technology**, Cambridge, MA. Consultant, 2002 - 2003. Redesigned and renovated database for applicant information and reporting for the Department of Economics.

**Outward Bound**, On Thompson Island in Boston Harbor, MA. Instructor, 2001 – 2003. Led both multi-day youth courses for Outward Bound and one-day adult courses for Outward Bound Professional. Youth courses focused on character development for teenage boys and girls. Adult courses focused on team building for departments and entire corporations with emphasis on effective communication, rapid consensus-building, and courageous leadership.

**Logictier, Inc.**, San Mateo, CA. West Coast Research & Development, 2000 - 2001. Led the West Coast R&D team of this startup web hosting company. Helped grow the fledging company from 25 to 150 people, and the R&D group from a team of 2 to a department of 10.

**Ernst & Young**, Tyson's Corner, VA and Mountain View, CA. Consultant, 1992 - 1999. Consulted to a number of Fortune 500 companies and public service organizations in various industries. Issues regarded information acquisition, network and application strategies, and database design, development, and deployment. Led teams of up to 10 people. Major clients included PSE&G of New Jersey, Public Service Company of Colorado, Coca Cola, Honda, Reebok, Lotus Development Corp., AmSouth Bank, Kaiser-Permanente, and OntarioHydro.

**EDUCATION**

**Cornell University**, Ithaca, NY. 1988-1992.

B.S. in Electrical Engineering, received May 1992.

**PUBLICATIONS**

Jackson, S., Peterson, P., D. Hurley, T. Woolf, *Forecasting Distributed Generation Resources in New England: Distributed Generation Must Be Properly Accounted for in Regional System Planning*. Synapse Energy Economics for E4 Group, June 2013.

Hurley, D., P. Peterson, M. Whited, *Demand Response as a Power System Resource: Program Designs, Performance, and Lessons Learned in the United States*. Synapse Energy Economics for the Regulatory Assistance Project, May 2013.

Peterson P., D. Hurley, S. Jackson, M. Schultz, *The Road to Better System Planning: ISO-New England's Revised Energy Efficiency Forecast*. Synapse Energy Economics for Connecticut Office of Consumer Counsel, April 2012.

Hornby, R., D. Hurley, P. Knight, *A Review of Demand Response Potential in the United States*. Synapse Energy Economics for U.S. Environmental Protection Agency, November 2011

White D., D. Hurley, J. Fisher, *Economic Analysis of Schiller Station Coal Units*. Synapse Energy Economics for Conservation Law Foundation, July 2011

Peterson P., V. Sabodash, M. Wittenstein, D. Hurley, *PJM System Planning: Enhancements for the 21st Century*. Synapse Energy Economics for Conservation Law Foundation, July 2011

Peterson P. V. Sabodash, R. Wilson, D. Hurley, *Public Policy Impacts on Transmission Planning*. Synapse Energy Economics, December 2010.

Peterson P., D. Hurley, V. Sabodash, *Demand Response Potential in ISO New England's Day-Ahead Energy Market*. Synapse Energy Economics October 2010.

Peterson P., D. Hurley, V. Sabodash, *Impact of PRD Participation in Day-Ahead Energy Market*. Synapse Energy Economics for NEPOOL Clients in Alternative Resources and End User Sectors, October 2009.

Hurley D., K. Takahashi, B. Biewald, J. Kallay, R. Maslowski, *Cost and Benefits of Electric Utility Energy Efficiency in Massachusetts*. Synapse Energy Economics, August 2008.

Levine S., D. Hurley, S. Kaplan, *Prime Time for Efficiency*. Public Utilities Fortnightly. June 2008.

Peterson P., D. Hurley, E.D. Hausman, *Incorporating Demand Resources in the PJM Reliability Pricing Model*. Synapse Energy Economics for the Office of the Ohio Consumers' Counsel, Pennsylvania Office of Consumer Advocate, Office of the People's Counsel for the District of Columbia, EnerNOC, and Conservation Services Group, February 2008.

Peterson P., D. Hurley, D. White, *ISO New England Scenario Analysis Companion Report – Constructing a Future that Meets Regional Goals*. Synapse Energy Economics for Conservation Law Foundation and Northeast Energy Efficiency Partnerships, August 2007.

Peterson P., D. Hurley, *Demand Resources in the New England Forward Capacity Market*. Synapse Energy Economics presentation by Paul Peterson and Doug Hurley at the ACEEE and CEE National Symposium on Market Transformation, March 2007.

Peterson P., D. Hurley, *Options for State Funded Energy Efficiency Programs in the Forward Capacity Market*. Synapse Energy Economics, November 2006.

Peterson P., D. Hurley, T. Woolf, B. Biewald, *Incorporating Energy Efficiency into the ISO New England Forward Capacity Market: Ensuring the Capacity Market Properly Values Energy Efficiency Resources*. Synapse Energy Economics for Conservation Services Group, June 2006.

D. Hurley, *Update on New England's Demand Response Programs*. Synapse Energy Economics January 2006.

## TESTIMONY

**New Hampshire Public Utilities Commission:** Testimony regarding Public Service Company of New Hampshire's 2010 Least Cost Integrated Resource Plan, July 2011. (Docket No. DE 10-261)

**Federal Energy Regulatory Commission:** Testimony regarding ISO-New England Reliability Studies and Salem Harbor, October 2010. (Docket No. ER10-2477-000)

Resume dated July 2013.

## **Sarah E. Jackson**

**Associate**

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**sjackson@synapse-energy.com**

### **PROFESSIONAL EXPERIENCE**

**Synapse Energy Economics Inc**, Cambridge, MA. *Associate*, September 2011 – present. Analyze economic and environmental implications of renewable portfolio standards and clean energy policy scenarios. Investigate electricity market price trends and fluctuations. Maintain our end user and alternative resource sector clients' interests at ISO-NE and PJM stakeholder meetings. Assist clients in navigating RTO market rules, especially regarding reliability assessments for coal-fired power plants and participation of energy efficiency and distributed generation in wholesale capacity markets.

**Earthjustice**, Oakland, CA. *Research and Policy Analyst*, 2005 - 2011.

Analyzed federal, state, and local regulations, policies, and environmental planning documents in support of clean air and climate change campaigns. Drafted substantial comment letters on priority issues, often leading to significant policy changes. Advocated at public hearings critiquing proposed policies or regulatory actions. Developed and maintained strong relationships with federal, state, and local agency staff, client groups, community and grassroots groups, technical and scientific experts, and key media contacts. Developed factual basis for and evaluated environmental significance of lawsuits to advance clean air and climate change campaigns

**Central Valley Air Quality Coalition**, Central Valley, CA.

*Chair, Watchdog Committee*, 2007- 2011.

Analyzed and prioritized federal, state, and local regulatory and legislative activities affecting air quality in California's polluted Central Valley. Managed and coordinated with technical consultants on complex regional air pollution clean-up plans. Educated and mobilized committee members and affected communities, empowering them to participate on priority issues. Developed and facilitated technical trainings and educational events for coalition members and citizens.

*Steering Committee Member*, 2005 – 2011.

Managed and set policy priorities for a diverse coalition of more than 75 community, public health, faith, environmental, and environmental justice organizations and individuals working for clean air in California's Central Valley. Helped develop Strategic Plan for advancing policy priorities and making coalition more effective.

**Kopelman & Paige, P.C.**, Boston, MA. *Land Use Paralegal*, 2003 – 2005

Performed legal research on subjects such as wetlands protection, coastal management, legality of municipal bylaws, and validity of comprehensive permits in support of Land Use department. Reviewed and prepared administrative records, briefs, litigation status reports, and other legal documents.

**Governor's Office of Energy and Community Services**, Concord, NH. *Energy Program Intern*, 2001

Assisted in the research and organizational stages of drafting a State Energy Plan. Participated in the initial implementation of the Energy, Environmental & Economic Integration Project. Special projects relating to energy efficiency and renewable energy.

**EDUCATION**

Vermont Law School, Master of Environmental Law and Policy, 2003.

Mount Holyoke College, Bachelor of Arts, English/Environmental Studies, 2001.

**PUBLICATIONS**

Jackson, S., Peterson, P., D. Hurley, T. Woolf, Forecasting Distributed Generation Resources in New England: Distributed Generation Must Be Properly Accounted for in Regional System Planning. Synapse Energy Economics for E4 Group, June 2013.

Whited, M., D. White, S. Jackson, P. Knight, E.A. Stanton, *Declining Markets for Montana Coal*. Synapse Energy Economics for Northern Plains Resource Council, March 2013

Keith G., S. Jackson, A. Napoleon, T. Comings, J. Ramey, *The Hidden Costs of Electricity: Comparing the Hidden Costs of Power Generation Fuels*. Synapse Energy Economics for the Civil Society Institute, September 2012.

Fisher J., S. Jackson, B. Biewald, *The Carbon Footprint of Electricity from Biomass: A Review of the Current State of Science and Policy*. Synapse Energy Economics June 2012.

Peterson P., D. Hurley, S. Jackson, M. Schultz, *The Road to Better System Planning: ISO-New England's Revised Energy Efficiency Forecast*. Synapse Energy Economics for Connecticut Office of Consumer Counsel, April 2012.

Updated July 2013

# State of New Hampshire Department of State

## CERTIFICATE

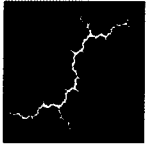
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SYNAPSE ENERGY ECONOMICS, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on August 12, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30<sup>th</sup> day of October, A.D. 2015

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

William M. Gardner  
Secretary of State



**Synapse**  
Energy Economics, Inc.

**Certified Corporation Resolution Which Authorizes the Signing of the Particular Contract by Particular Person Signing for Corporation**

Certified Resolution

I, Bruce Biewald, Secretary of Synapse Energy Economics, Inc., a Massachusetts corporation (Synapse Energy Economics, Inc.) do hereby certify that a resolution was duly adopted at a meeting of the board of Directors of Synapse Energy Economics, Inc., duly held and convened on October 14, 2015 at which meeting a duly constituted quorum of the board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: That Bruce Biewald is empowered to execute and deliver in the name and on behalf of this Company contracts with the State of New Hampshire.

IN WITNESS WHEREOF, the undersigned has affixed his signature this fourteenth day of October, 2015.

Bruce Biewald, President & Secretary

Date: October 14, 2015

Notary:



**JANICE CONYERS**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 27, 2018

On this 14 day of October, 2015, before the undersigned officer, personally appeared Bruce Biewald and acknowledged that he executed this document in the capacity indicated. In witness whereof I hereto set my hand and official seal.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/6/2015

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).

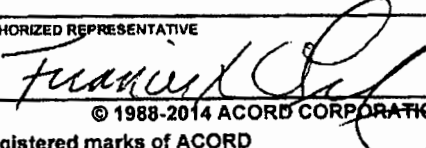
<b>PRODUCER</b> Dudley Borland Insurance Agency, Inc A Member of the Quinn Group 223 Mass Ave. Arlington MA 02474		<b>CONTACT NAME:</b> Frank O'Leary <b>PHONE (A/C, No, Ext):</b> (617) 876-2440 <b>FAX (A/C, No):</b> (617) 492-3141 <b>E-MAIL ADDRESS:</b> Frank@QuinnGroupIns.com	
<b>INSURED</b> SYNAPSE ENERGY ECONOMICS 485 MASS. AVENUE 2ND FLOOR CAMBRIDGE MA 02139		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Ins. Co. NAIC # 19682 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b>	

**COVERAGES** CERTIFICATE NUMBER: CL1510605725 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		08SBAEU6372	6/19/2015	6/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Non-owned \$ 1,000,000
A	AUTOMOBILE LIABILITY <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		08SBAEU6372	6/19/2015	6/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE		08SBAEU6372	6/19/2015	6/19/2016	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	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 <input type="checkbox"/> N/A	08WECEP0231	6/19/2015	6/19/2016	PER STATUTE OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  New Hampshire Office of The Consumer Advocate 21 S. Fruit Street, Suite 18 Concord, NH 03301-2429	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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