

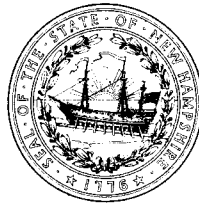
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TDD Access: Relay NH
1-800-735-2964
Tel. (603) 271-1172
Website:
www.oca.nh.gov

72

CONSUMER ADVOCATE
D. Maurice Kreis

ASSISTANT CONSUMER ADVOCATE
Pradip K. Chattopadhyay



OFFICE OF CONSUMER ADVOCATE

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

June 21, 2017

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

REQUESTED ACTION

Pursuant to RSA 363:28, III, authorize the Office of the Consumer Advocate (OCA), to enter into a contract for professional services with Ben Johnson Associates, Inc. of 5600 Pimlico Drive, Tallahassee, FL (Vendor #262954) to provide expert services to support OCA's in two rates cases filed by natural gas utilities at the Public Utilities Commission (PUC): DG 17-048 (EnergyNorth Natural Gas Corp. d/b/a Liberty Utilities) and DG 17-070 (Northern Utilities, Inc. d/b/a Unitil), plus additional cases as time and budget allow. The contract will run from the date of Governor and Council approval to June 30, 2019, in an amount not to exceed \$48,895. **100% Public Utility Assessment**

Funding is available in account Consumer Advocate as follows contingent on budget approval 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 Consumer Advocate

010-081-28160000-233-500769 Litigation	<u>FY 2018</u>	<u>FY 2019</u>
	\$28,895	\$20,000

EXPLANATION

The OCA participates in dozens of Commission dockets and related utility proceedings each year. With a professional staff consisting of two attorneys, an economist and a director of finance, to participate fully and vigorously in rate cases and other major proceedings before the PUC the OCA has typically relied on outside experts who specialize in utility regulation. Therefore, if approved, Ben Johnson Associates will provide expert services to review, analyze, and critique utility proposals related rate design, revenue decoupling, cost-of-service studies, other matters related to the allocation of utility

G&C 7/19/17
Page 1 of 2
Initials _____
Date _____

revenue requirements among customers and customer classes, and other areas related to finance, economics and engineering as necessary. The work product of the consultant would include but not be limited to pre-filed written testimony that would be subject to cross-examination at Commission hearings.

RFP Process and Selection

On May 2, 2017, the OCA issued a Request for Proposal (RFP) to consulting firms that work in the field of utility regulation, many of which were recommended by other Consumer Advocate offices around the country. The OCA also posted the RFP on its website and advertised the RFP in the *New Hampshire Union Leader*. Two firms responded with proposals meeting the requirements of the RFP. Ben Johnson Associates, Inc. proposed a competitive hourly rate, access to expert staff on the questions raised by the utility petitions, and a not to exceed price to complete the contract that is realistic in light of the work to be completed. The OCA chose Ben Johnson Associates, Inc. as the winning bidder based on the combination of expertise, direct experience and competitive price. Information about Ben Johnson Associates Inc. is provided in Exhibit D.

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

Respectfully,



D. Maurice Kreis
Consumer Advocate

Criteria for Selection

(DK) D. Maurice Kreis, Consumer Advocate; (PC) Dr. Pradip Chattopadhyay, Assistant Consumer Advocate; (BB) Brian Buckley, Attorney; (JB) James Brennan, Finance Director

VENDOR : Ben Johnson Associates, Inc.	Max Points	DK	PC	BB	JB	AVG
1. Qualifications, technical expertise, knowledge and practical experience that the organization possesses, including that of the staff and any subcontractors assigned to the project, providing services directly relevant to net energy metering, renewable energy systems development and operation, and rate design issues.	30	26	26	28	24	
2. Cost of consulting services and expenses, including the competitiveness of the proposed hourly rates and any proposed discounts or other cost-effective benefits. (The OCA reserves the right to negotiate lower fees or a different fee structure than proposed, with any selected firm(s).)	25	21	23	23	20	
3. General experience and qualifications in providing similar services in NH as well as other states and to other ratepayer advocates or regulatory agencies, including similar current or prior engagements and the positions publicly advocated in connection with such engagements.	25	25	25	25	23	
4. Availability and accessibility of staff assigned to project, including physical proximity to NH.	10	7	8	8	8	
5. Overall responsiveness to the requirements of the RFP, including completeness, clarity and quality of the proposal.	10	10	10	9	10	
Criteria Score	100	89	92	93	85	89.75

Criteria for Selection

(DK) D. Maurice Kreis, Consumer Advocate; (PC) Dr. Pradip Chattopadhyay, Assistant Consumer Advocate; (BB) Brian Buckley, Attorney; (JB) James Brennan, Finance Director

VENDOR : NorthPoint Consulting Group, LLC	Max Points	DK	PC	BB	JB	AVG
1. Qualifications, technical expertise, knowledge and practical experience that the organization possesses, including that of the staff and any subcontractors assigned to the project, providing services directly relevant to net energy metering, renewable energy systems development and operation, and rate design issues.	30	25	28	26	18	
2. Cost of consulting services and expenses, including the competitiveness of the proposed hourly rates and any proposed discounts or other cost-effective benefits. (The OCA reserves the right to negotiate lower fees or a different fee structure than proposed, with any selected firm(s).)	25	22	22	21	20	
3. General experience and qualifications in providing similar services in NH as well as other states and to other ratepayer advocates or regulatory agencies, including similar current or prior engagements and the positions publicly advocated in connection with such engagements.	25	20	24	21	12	
4. Availability and accessibility of staff assigned to project, including physical proximity to NH.	10	9	10	9	9	
5. Overall responsiveness to the requirements of the RFP, including completeness, clarity and quality of the proposal.	10	4	10	7	5	
Criteria Score	100	80	94	84	64	80.5

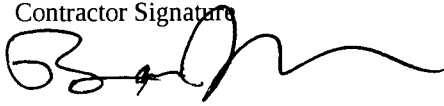
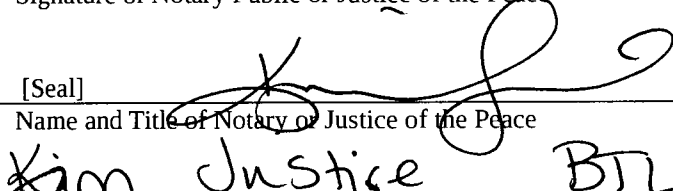
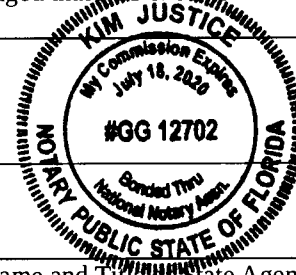
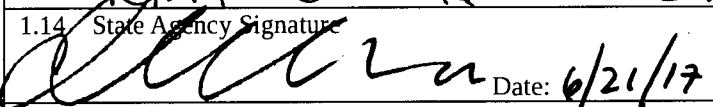
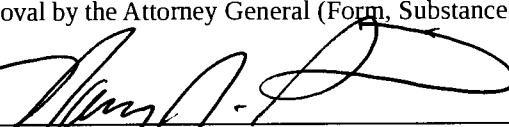
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Consumer Advocate		1.2 State Agency Address 21 S. Fruit Street, Suite 18, Concord, NH 03301	
1.3 Contractor Name Ben Johnson Associates, Inc.		1.4 Contractor Address 5600 Pimlico Drive, Tallahassee, FL 32309	
1.5 Contractor Phone Number 850-893-8600	1.6 Account Number 262954	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$48,895
1.9 Contracting Officer for State Agency D. Maurice Kreis		1.10 State Agency Telephone Number 603-271-1172	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ben Johnson, Ph.D., President and Consultant Economist	
1.13 Acknowledgement: State of <u>FL</u> , County of <u>LEON</u> On <u>6/16/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> [Seal]  </div> <div style="width: 45%; text-align: center;">  </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Kim Justice BTL</u>			
1.14 State Agency Signature  Date: <u>6/21/17</u>		1.15 Name and Title of State Agency Signatory <u>D. MAURICE KREIS, CONSUMER ADVOCATE</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara Kellyham</u> Director, On: <u>6/26/17</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/27/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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 Consumer Advocate

1.2 State Agency Address
21 S. Fruit Street, Suite 18, Concord, NH 03301

1.3 Contractor Name
Ben Johnson Associates, Inc.

1.4 Contractor Address
5600 Pimlico Drive, Tallahassee, FL 32309

1.5 Contractor Phone Number
850 893-8600

1.6 Account Number
2816000-233-500769
BJ

1.7 Completion Date
June 30, 2019

1.8 Price Limitation
\$48,800

1.9 Contracting Officer for State Agency
D. Maurice Krets

1.10 State Agency Telephone Number
603 271-1172

1.11 Contractor Signature
Ben Johnson

1.12 Name and Title of Contractor Signatory
Ben Johnson, Ph.D., President and Consultant Economist

1.13 Acknowledgement: State of FL County of Leon

On 6/16/17, 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 he or she executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace



1.13.2 Name and Title of Notary or Justice of the Peace

Kim Justice
1311

1.15 Name and Title of State Agency Signatory
D. MAURICE KRETS, CONSUMER ADVOCATE

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: *Ben Kellingham* Director, On: 6/26/17

1.17 Approval by the Attorney General (Dept. Substance and Execution) (if applicable)

By: *[Signature]* On: 6/27/2017

1.18 Approval by the Governor and Executive Council (if applicable)

By: _____ On: _____

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Scope of Services

The Contractor will provide expert services to accomplish the following objectives:

Objective 1: Review, analyze, and critique any marginal or embedded cost studies submitted by the utilities, including methodology and inputs.

Objective 2: Review, analyze, and critique the revenue allocation and any revenue decoupling proposals proposed by the utilities.

Objective 3: Review, analyze, and critique key aspects of the utilities' proposed residential rates, with a primary focus on changes to those rates, as well as aspects of the proposed rates that are derived from or supported by the cost studies, as well as aspects of the rates that impact energy efficiency and conservation.

Objective 4: Provide the Office of the Consumer Advocate ("OCA") with ancillary support related to the issues identified herein, including assistance with formulating its participation in settlement negotiations, assistance with discovery, assistance with cross-examination, and other litigation support, as needed.

The Contractor shall perform the following specific tasks upon the request of and under the direction of the OCA:

- Review utility filings, including cost studies and tariff proposals, prefiled testimony, exhibits and reports.
- Review past decisions in New Hampshire and elsewhere concerning the same and similar issues.
- Prepare discovery and review responses, including ones submitted by the Staff of the Public Utilities Commission and other parties.
- Prepare for and attend technical sessions in person or electronically.
- Identify and prioritize issues affecting residential customers.
- Prepare expert testimony, work papers and exhibits.
- Review other parties' testimony and the utilities' rebuttal testimony.
- Assist with hearing preparation, including suggestions for cross-examination.
- Assist with preparation of legal pleadings, including motions to compel responses to discovery and post-hearing briefs.

Contractor Initials

Date

BQ
6/16/17

- Prepare for and attend settlement conferences, either electronically or in person.
- Prepare for and attend hearings, as scheduled by the Public Utilities Commission.
- Provide other assistance as needed.

Office of the Consumer Advocate
Exhibit B

Payment Terms

The Contractor shall charge for its services on the basis of the time devoted to the work described in Exhibit A in accordance with the following hourly rates:

Ben Johnson, Ph.D. Consulting Economist \$235.00
Don Reading, Ph.D., Consulting Economist 195.00
Senior Research Analyst 95.00
Senior Research Assistant 35.00
Research Assistant 30.00

The hourly rates set forth herein are intended to cover all costs associated with the Contractor's services except for out-of-pocket travel expenses, which shall be based upon coach air fare.

Invoices shall be based on actual time expended, in quarter-hour increments, not to exceed \$48,895.

Contractor Initials BR
Date 6/16/17

Office of the Consumer Advocate
Exhibit C

OCA requests a waiver of the liability insurance requirements found in Section 14 of the General Services Agreement. No goods are being purchased and the work will not be performed on State premises. The contractor's only presence on State premises will be related to or for the purposes of attending technical sessions and public hearings before the Public Utilities Commission. This contractor presents minimal liability risk to the State, similar to that presented by any other member of the public attending a Commission meeting or hearing.

Therefore, Ben Johnson Associates, Inc. is in compliance with, or should be exempt from, the requirements of NH RSA chapter 281-A.

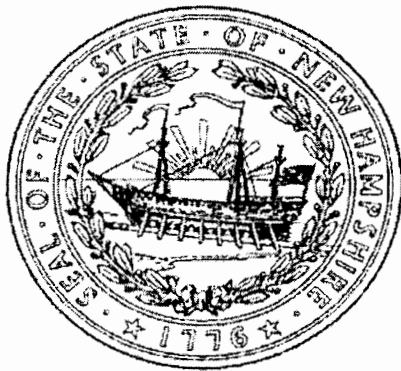
Contractor Initials BJ
Date 6/16/17

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 BEN JOHNSON ASSOCIATES, INC. is a Florida Profit Corporation registered to transact business in New Hampshire on November 17, 2014. 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: 717806



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of June A.D. 2017.

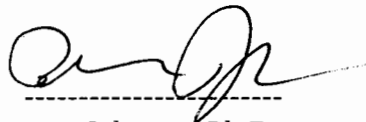
A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Certificate of Authority

I, Ben Johnson, President of Ben Johnson Associates, Inc., a Florida Corporation do hereby certify that by a Written Consent of the Board of Directors of Ben Johnson Associates, Inc., effective June 15, 2017, a copy of which is attached hereto, I am duly authorized to enter into legally binding contracts with the State of New Hampshire for the provision of consulting services, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as necessary, desirable and appropriate. This authorization has not been modified, rescinded or revoked, and is at present in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed his signature this 16th day of June, 2017.



Ben Johnson, Ph.D.
President

Notary: 

FL Doc Verified 6/16/17



CONSENT OF THE BOARD OF DIRECTORS
BEN JOHNSON ASSOCIATES, INC.
EFFECTIVE JUNE 15, 2017

The undersigned, being the sole Director of Ben Johnson Associates, Inc., a Florida corporation, hereby consents to the following action:

Ben Johnson, as President of the corporation, is hereby authorized to enter into legally binding contracts with the State of New Hampshire for the provision of consulting services, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable and appropriate.

This authorization is effective as of June 15, 2017 and shall remain in full force and effect until July 31, 2017.

A handwritten signature in black ink, appearing to be 'BJ', written over a horizontal line.

Ben Johnson, PhD.
Director




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2017

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).

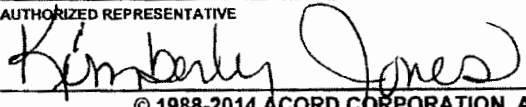
PRODUCER Kathy Fain Insurance Agency, Inc. StateFarm 1672 Metropolitan Cir.  Tallahassee, Fl. 32308	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Ben Johnson Associates Inc. 5600 Pilmlico Dr. Tallahassee, Fl. 32309	INSURER A: State Farm Florida Insurance Company NAIC # 10739	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			98-BT-N921-6F	01/28/2017	01/28/2018	EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	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						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 <input type="checkbox"/> DED <input type="checkbox"/> 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			98-BT-N921-6F	01/28/2017	01/28/2018	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WC Excluded Don Reading Vice President
WC Excluded John Nesmith Secretary MT

CERTIFICATE HOLDER New Hampshire Office of the 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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Ben Johnson

<i>Present position</i>	Consulting Economist Ben Johnson Associates, Inc. ®
<i>Education</i>	B.A. with honors, Economics - University of South Florida M.S., Economics - Florida State University Ph.D., Economics - Florida State University
<i>Firm experience</i>	<p>As its founder and president, Dr. Johnson has developed the firm's approach to economic analyses. He has prepared and presented expert testimony on more than 300 occasions before state and federal courts and administrative agencies throughout the United States and Canada, involving the application of economic theory and principles to public policy, regulation, and management decision-making.</p> <p>Dr. Johnson's doctoral areas of specialization were public finance (including taxation) and industrial organization (including utility regulation). His areas of professional specialization include antitrust, competition, cost analysis, and deregulation.</p> <p>Dr. Johnson has been actively involved in more than 400 regulatory dockets, concerning electric, gas and other utilities. His work has spanned a wide range of different subject areas, involving the application of economic theory and principles to public policy, revenue requirements, rate of return and rate design issues. He has presented expert testimony on more than 300 occasions before the Federal Communications Commission, the Interstate Commerce Commission, and utility regulatory commissions in 35 states, two Canadian provinces, and the District of Columbia.</p> <p>Dr. Johnson's experience in the electric utility field includes the full array of traditional rate base/rate of return issues, plus many issues involving resource planning, cogeneration and small and independent power production, avoided costs, cost/benefit analysis, resource life-cycle cost comparisons, feasibility studies, financial planning and modeling, and transmission constraints.</p> <p>Dr. Johnson's clients have included a wide variety of public agencies and private corporations. Among the former are regulatory commissions in 14 states and the District of Columbia; public counsels in 15 states and the District of Columbia; attorneys general in 9 states; the Okeechobee County Property Appraiser; the Manatee County Property Appraiser; the Sarasota County Property Appraiser; the Utah Attorney General's Office; the United States Department of Justice--Antitrust Division; the Canadian Department of Communications; the National Association of State Utility Consumer Advocates; dozens of municipal governments; the Florida Department of General Services; the Florida Municipal Electric Association; and the Provincial Government of Ontario.</p> <p>Dr. Johnson's corporate and institutional clients have included: AMERICALL, Arkansas Telephone Company, Inc., BC Rail, Blountsville Telephone Company,</p>

	Casco Bank and Trust, Consumers' Voice, Depositors Bank and Trust, East Maine Medical Center, the Harris Corporation, Interstate Securities Corporation, J.R. Simplot Company, LDDS, Liberty Telephone and Communications, Louisiana/Mississippi Association of Resellers, Merrill Trust Company, Midvale Telephone Exchange, Network Inc., Nevada Power Company, North American Telephone Company, Pan-Alberta Gas, Ltd., PenBay Memorial Hospital, PW Ventures, the South Carolina Long Distance Association, Stanton Telephone Company, Tel America, Teleconnect Company, Teltec Savings Communications, Inc., and Transcall America.	
<i>Professional and business history</i>	Ben Johnson Associates, Inc.: 1977— Consulting Economist State of Florida: 1975-77 Senior Utility Analyst, Office of Public Counsel 1974-75 Economic Analyst, Office of Public Counsel	
<i>Publications</i>	Dr. Johnson has authored or co-authored 13 published articles appearing in such periodicals as The Southern Economic Journal, Proceedings of the Michigan State University Institute of Public Utilities, Public Utilities Fortnightly, West Virginia Law Review, Electric Ratemaking, and The New York Times.	
<i>Lectures, conferences and seminars</i>	Dr. Johnson has lectured to undergraduate classes in economics at Florida State University on public utility regulation and economic theory and has addressed conferences and seminars sponsored by the National Association of Regulatory Utility Commissioners' Subcommittee on Law, the Marquette University College of Business Administration, the Utah Division of Public Utilities and the University of Utah, the Competitive Telecommunications Association (COMPTEL), the Michigan State University Institute of Public Utilities, the National Association of State Utility Consumer Advocates (NASUCA), the Rural Electrification Administration, the North Carolina Public Staff Utilities Commission, the North Carolina State University Department of Economics and Business Center for Economic and Business Studies, and the University of Florida College of Business Administration.	
<i>Professional memberships</i>	American Economic Association	
<i>Personal references</i>	Mr. Saul Rigberg Intervenor Attorney Utility Intervention Unit Division of Consumer Protection NYS Department of State 1 Commerce Plaza 99 Washington Ave, Suite 1020 Albany, NY 12231 (518) 408-3746	Dan Pozefsky Residential Utility Consumer Office 1110 W. Washington, Suite 220 Phoenix, AZ 85007 (602) 364-4846

Don C. Reading

<i>Present position</i>	Vice President and Consulting Economist
<i>Education</i>	B.S., Economics — Utah State University M.S., Economics — University of Oregon Ph.D., Economics — Utah State University
<i>Honors and awards</i>	Omicron Delta Epsilon, NSF Fellowship
<i>Professional and business history</i>	Ben Johnson Associates, Inc.: 1989 — Vice President 1986 — Consulting Economist Idaho Public Utilities Commission: 1981-86 Economist/Director of Policy and Administration Teaching: 1980-81 Associate Professor, University of Hawaii-Hilo 1970-80 Associate and Assistant Professor, Idaho State University 1968-70 Assistant Professor, Middle Tennessee State University
<i>Firm experience</i>	<p>Dr. Reading provides expert testimony concerning economic and regulatory issues. He has testified on more than 40 occasions before utility regulatory commissions in Alaska, California, Colorado, the District of Columbia, Hawaii, Idaho, Montana, Nevada, North Carolina, North Dakota, Texas, Utah, Wyoming, and Washington.</p> <p>Dr. Reading has more than 35 years experience in the field of economics. He has participated in the development of indices reflecting economic trends, GNP growth rates, foreign exchange markets, the money supply, stock market levels, and inflation. He has analyzed such public policy issues as the minimum wage, federal spending and taxation, and import/export balances. Dr. Reading is one of four economists providing yearly forecasts of statewide personal income to the State of Idaho for purposes of establishing state personal income tax rates.</p> <p>Dr. Reading's areas of expertise in the field of electric power include demand forecasting, long-range planning, price elasticity, marginal and average cost pricing, production-simulation modeling, and econometric modeling. He participates, and presents testimony regularly in general rate cases for the Industrial Customers of Idaho Power and Clearwater Paper (Avista) focusing on cost of service modeling and rate design.</p> <p>Dr. Reading has been active in PURPA related cases in North Carolina, Montana, Oregon, and Idaho. His testimony in these cases has focused on the modeling and calculation of avoided costs of the utilities, as well as the terms and conditions of PURPA contracts. He has recently assisted the J.R. Simplot Company in negotiating special contract rates for the Company's new food processing plant.</p>

Among Dr. Reading's projects are a FERC hydropower relicensing study (for the Skokomish Indian Tribe) and an analysis of Northern States Power's North Dakota rate design proposals affecting large industrial customers (for J.R. Simplot Company). Dr. Reading has also provided an analysis for the Idaho Governor's Office of the impact on the Northwest Power Grid of various plans to increase salmon runs in the Columbia River Basin. Dr. Reading has prepared econometric forecasts for the Southeast Idaho Council of Governments and the Revenue Projection Committee of the Idaho State Legislature. He has also been a member of several Northwest Power Planning Council Statistical Advisory Committees and vice chairman of the Governor's Economic Research Council in Idaho

In the field of telecommunications, Dr. Reading has provided expert testimony on the issues of marginal cost, price elasticity, and measured service. Dr. Reading prepared a state-specific study of the price elasticity of demand for local telephone service in Idaho and conducted research for, and directed the preparation of, a report to the Idaho legislature regarding the status of telecommunications competition in that state.

Dr. Reading has assisted the Idaho Department of Water Resources in the forecasting elements of the State's development of rules for the new state law of "Reasonably Anticipated Future Needs" for municipal water companies. He is current working with United Water Idaho in the development of the Company's foretasted water demands over the next 50 years.

*Personal
references*

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