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STATE OF NEW HAMPSHIRE

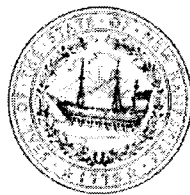
CONSUMER ADVOCATE
D. Maurice Kreis

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

ASSISTANT CONSUMER ADVOCATE
Pradip K. Chattopadhyay

Tel. (603) 271-1172

Website:
www.oca.nh.gov



OFFICE OF CONSUMER ADVOCATE

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

July 7, 2017

The Honorable Neal M. Kurk, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

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

REQUESTED ACTION

Pursuant to RSA 363:28, III, authorize the Office of the Consumer Advocate (OCA) to amend on a **RETROACTIVE** and **SOLE SOURCE** basis its contract with Strategen Consulting, LLC of 2150 Allston Way, Suite 210, Berkeley, California 94704 (Vendor #274255) effective July 1, 2017, by increasing the amount by \$90,000 from the most recently approved amount of \$97,900 to \$187,900 and extend the end date from June 30, 2017 to June 30, 2019. The original contract for expert services to support the OCA's participation in the Net Energy Metering proceeding, Docket No. DE 16-576, before the New Hampshire Public Utilities Commission (PUC), in the amount of \$75,000 was approved by the Fiscal Committee on August 5, 2016, Item #121 and the Governor and Council on August 24, 2015, Item #42. The previously amended version of the Contract was approved by the Fiscal Committee on February 17, 2017, Item #35, and the Governor and Council on March 8, 2017, Item #40.

Funding is 100% Special Utility Assessment, for which the approval of the Joint Fiscal Committee is required pursuant to RSA 363:28, III (text appended).

Funds will be available in account, OCA Special Assessments, as follows:

	<u>FY 2018</u>	<u>FY 2019</u>	<u>Total</u>
02-81-81-812010-50040000-046-500464	\$70,000	\$20,000	\$90,000

EXPLANATION

This amendment is **RETROACTIVE** because the approval process of the Joint Fiscal Committee precluded our submission of the amendment for approval prior to the commencement of Fiscal Year 2018 on July 1, 2017. The amendment is **SOLE SOURCE** because it involves the continuation of work conducted on behalf of the OCA in connection with the ongoing proceeding of the Public Utilities Commission in Docket No. DE 16-576 that concerns the future of net metering in New Hampshire.

The Commission opened Docket No. DE 16-576 at the direction of the General Court (*see* RSA 362-A:9, XVI as enacted by 2016 N.H. Laws Chapter 31, House Bill 1116) to develop “new alternative net metering tariffs” to replace the current practice of crediting customer-generators at the full retail rate for net exports of energy to the electricity grid. After extensive hearings in March 2017, the Commission issued its Order addressing the merits of the case on June 23, 2017 (Order No. 26,029).

In Order No. 26,029, the Commission grandfathered rates for existing net metering installations, approved a new method for determining the compensation for net energy exports to the grid by customer generators, but agreed with the parties that “there is currently insufficient data to support final and definitive conclusions regarding the relative costs and benefits of [distributed generation] and how those costs and benefits should inform the development of a new net metering tariff.” Accordingly, the Commission directed its Staff to convene a working group within 60 days to advise on the design of a rigorous study of the value of distributed energy resources to New Hampshire’s electricity grid. The Commission similarly ordered the establishment of a second working group to consider the development of pilot programs with respect to time-varying rates for customer generators as well as special programs to encourage the participation of low- and moderate-income customers in distributed generation.

The interests of residential utility customers, whose interests the OCA represents, are critically implicated by this proceeding and the two working groups the Commission has now established. The OCA lacks in-house expertise with respect to these highly technical subjects, which is the reason it issued a request for proposals in 2016 that led to the engagement of Strategen Consultants and its nationally recognized expert on net metering, Lon Huber. Mr. Huber created two innovative proposals for the design of net metering tariffs and advised the OCA during the negotiation of a settlement agreement into which the OCA entered with the state’s three investor-owned electric utilities (as well as the Office of Energy and Planning and other parties). The two working groups offer opportunities for the OCA to continue to advocate for the approaches recommended by Mr. Huber, which are calculated to strike a reasonable longterm balance between the interests of consumers who participate in distributed generation and those who do not participate. The OCA agrees with the Commission that the new tariff design approved in Order No. 26,029 represents significant progress but is properly regarded as an interim step.

In the particular circumstances of the net metering docket and the two working groups arising out of Order No. 26,029, the OCA believes it is efficient and desirable to continue working with Mr. Huber rather than issuing a new request for proposals.

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

Sincerely,



D. Maurice Kreis
Consumer Advocate

363:28 Office of the Consumer Advocate. –

I. The office of the consumer advocate shall be an independent agency administratively attached to the public utilities commission pursuant to RSA 21-G:10. The office shall consist of the following:

(a) A consumer advocate, appointed by the governor and council, who shall be a qualified attorney admitted to practice in this state. The consumer advocate shall serve a 4-year term and until a successor is appointed and qualified.

(b) An assistant consumer advocate appointed by the consumer advocate, who shall be a full-time classified employee.

(c) A secretary appointed by the consumer advocate.

(d) Two additional staff people appointed by the consumer advocate. When filling these positions, the consumer advocate should consider appointing rate analysts or economists.

II. Except as pertains to any end user of an excepted local exchange carrier or services provided to such end user, the consumer advocate shall have the power and duty to petition for, initiate, appear or intervene in any proceeding concerning rates, charges, tariffs, and consumer services before any board, commission, agency, court, or regulatory body in which the interests of residential utility consumers are involved and to represent the interests of such residential utility consumers.

III. The consumer advocate shall have authority to contract for outside consultants within the limits of funds available to the office. *With the approval of the fiscal committee of the general court and the governor and council, the office of the consumer advocate may employ experts to assist it in proceedings before the public utilities commission, and may pay them reasonable compensation. The public utilities commission shall charge a special assessment for any such amounts against any utility participating in such proceedings and shall provide for the timely recovery of such amounts for the affected utility.*

IV. The consumer advocate shall have authority to promote and further consumer knowledge and education.

V. The consumer advocate shall publicize the Link-Up New Hampshire and Lifeline Telephone Assistance programs in order to increase public awareness and utilization of these programs.

VI. The filing party shall provide the consumer advocate with copies of all confidential information filed with the public utilities commission in adjudicative proceedings in which the consumer advocate is a participating party and the consumer advocate shall maintain the confidentiality of such information.

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now comes the New Hampshire Office of the Consumer Advocate, hereinafter "the Agency," and Strategen Consulting, LLC, hereinafter "the Contractor," and, pursuant to an agreement between the parties which was approved by Governor and Council on August 24, 2016 (Item # 42) and an amendment which was approved by Governor and Council on March 8, 2017 (Item #40), hereby agree to modify as follows:

1. Item 1.7 of said contract as amended such that the completion date of said contract is changed from June 30, 2017 to June 30, 2019.
2. Item 1.8 of said contract as amended is hereby modified such that the price limitation is changed from \$97,900 to \$187,900.
3. All other provisions of the contract remain in effect.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as indicated below:

STRATEGEN CONSULTING, LLC

By: 

Janice Lin

Chief Executive Officer and Sole Member/Manager

STATE OF CALIFORNIA

County of ALAMEDA

On this the 20 day of JUNE, 2017, before the undersigned officer, personally appeared Janice Lin and acknowledged himself to be the individual who executed the forgoing instrument for the purpose therein contained. In witness whereof I hereto set my hand and official seal.

SEE NOTARY'S CERTIFICATE

Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE

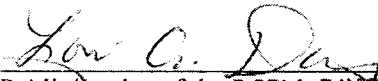
Office of the Consumer Advocate

By: 

D. Maurice. Kreis, Consumer Advocate

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 30th day of June, 2017 before me personally appeared, D. Maurice Kreis who acknowledged himself to be the individual who executed the forgoing instrument for the purpose therein contained. In witness whereof I hereto set my hand and official seal.


Notary Public/Justice of the Peace **LORRA DAVIS**, Notary Public
My Commission Expires July 11, 2017

Approved as to form, substance and execution by Attorney General this 13th day of July, 2017.

By: 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

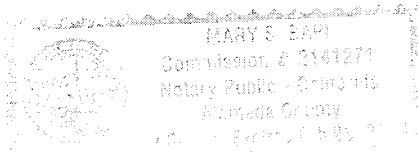
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ALAMEDA
On 06-20-2017 before me, MARY S BARI 'NOTARY PUBLIC'
Date Here Insert Name and Title of the Officer
personally appeared JANICE H. LIN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: CONSENT TO SERVICE OF PROCESS Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

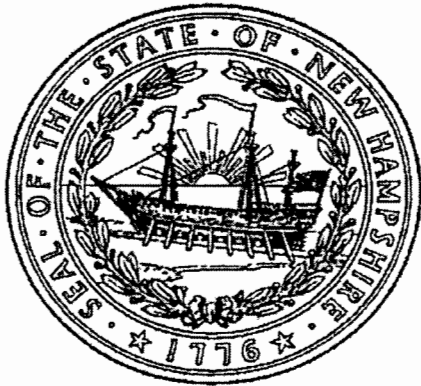
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STRATEGEN CONSULTING LLC is a California Limited Liability Company registered to transact business in New Hampshire on July 12, 2016. 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: 747468



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of June A.D. 2017.

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

William M. Gardner
Secretary of State

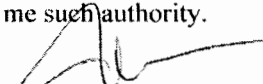
CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Janice Trina Lu, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of Strategen Consulting
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind _____
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.



(Contract Signatory - Signature)

6-20-2017

(Date)

SEE ATTACHMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me _____,
(Day) (Month) (Yr) (Name of Notary Public/Justice of the Peace)
the undersigned officer, personally appeared _____, known to me (or
(Contractor Signatory - Print Name)
satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

(Notary Public/Justice of the Peace Signature)

Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

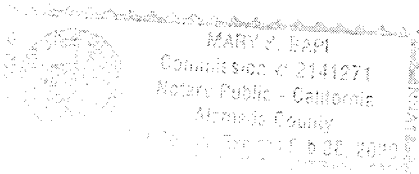
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ALAMEDA
On 06-20-2017 before me, MARY S. DAI 'NOTARY PUBLIC'
Date Here Insert Name and Title of the Officer
personally appeared JANICE TRINA LIN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AMENDMENT TO PROFESSIONAL SERVICES CONTRACT Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2017

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 SelectSolutions Insurance Services 1350 Carlback Avenue Suite 100 Walnut Creek CA 94596		CONTACT NAME: Tracy Pittman PHONE (A/C, No, Ext): (866) 500-6359 FAX (A/C, No): (925) 951-0077 E-MAIL ADDRESS: tracyp@selectsolutionsins.com	
INSURED Strategen Consulting LLC 2150 Allston Way #210 Berkeley CA 94704		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance Company	NAIC #: 20508
		INSURER B: Continental Casualty Company	20443
		INSURER C: Sentinel Insurance Company, Ltd.	11000
		INSURER D: Darwin Select Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 17/18 Master

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	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"/> PROJECT <input type="checkbox"/> LOC OTHER:		5085030710	4/26/2017	4/26/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5085030710	4/26/2017	4/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		B 6019950927	4/26/2017	4/26/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	57WECTR8303 10	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - FA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Error's & Omissions		0303-5694	9/2/2016	9/2/2017	Aggregate \$1,000,000 Occurrence \$1,000,000

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

ERISA Bond 57BDDG04010 08/06/2016 - 08/06/2019 - \$750,000

Directors & Officers 020591437 01/06/2017 - 01/06/2018 \$2,000,000

CERTIFICATE HOLDER**CANCELLATION**

NH Office Of Consumer Advocate
 21 S. Fruit Street, Ste. 18
 Concord, NH 03301

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

Leticia Trevino/PITTR

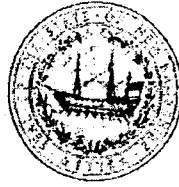
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STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE
D. Maurice Kreis

ASSISTANT CONSUMER ADVOCATE
Pradip K. Chattopadhyay



TDD Access: Relay NH
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Website:
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OFFICE OF CONSUMER ADVOCATE

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

February 2, 2017

The Honorable Neal M. Kurk, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

Approved by Fiscal Committee Date

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

REQUESTED ACTION

Pursuant to RSA 363:28, III, authorize the Office of the Consumer Advocate (OCA) to amend on a **SOLE SOURCE** basis its contract with Strategen Consulting, LLC of 2150 Allston Way, Suite 210, Berkeley, California 94704 (Vendor #274255) by increasing the amount by \$22,900 from the original amount of \$75,000 to \$97,900. The original contract for expert services to support the OCA's participation in the Net Energy Metering proceeding, Docket No. DE 16-576, before the New Hampshire Public Utilities Commission (PUC) was approved by the Fiscal Committee on August 5, 2016, Item #121 and the Governor and Council on August 24, 2015, Item #42. Funding is 100% Special Utility Assessment, for which the approval of the Joint Fiscal Committee is required pursuant to RSA 363:28, III (text appended).

Funds will be available in account, OCA Special Assessments, as follows:

	<u>FY 2017</u>	<u>Total</u>
02-81-81-812010-50040000-046-550464	\$97,900	\$97,900

EXPLANATION

This amendment is **SOLE SOURCE** because the time required to issue a new Request for Proposal and award a separate contract would not allow the OCA to participate in the evidentiary hearings scheduled by the PUC for specified dates in March, as is necessary to meet a legislatively mandated timeline.

Specifically, the Public Utilities Commission is scheduled to hold nearly two weeks of evidentiary hearings in March in Docket No. DE 16-576, the proceeding opened at the direction of the General Court (*see* RSA 362-A:9, XVI as enacted by 2016 N.H. Laws Chapter 31, House Bill 1116) to develop “new alternative net metering tariffs” to replace the current practice of crediting customer-generators at the full retail rate for net exports of energy to the electricity grid. The interests of residential utility customers, whose interests the OCA represents, are at the heart of this proceeding, in part because one issue H.B. 1116 directs the PUC to consider is “an avoidance of unjust and unreasonable cost shifting.” In plain terms, the concern is that customers without solar panels (or other forms of distributed generation) are receiving an unfair subsidy from customers who are able to acquire such resources.

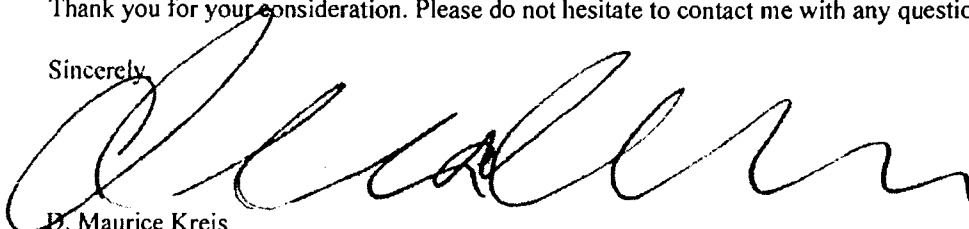
Because the OCA lacks in-house expertise on this subject, we issued a request for proposals in May that culminated in the August 2016 approval, first by the Joint Fiscal Committee and then Governor and Council, of a contract with Strategen to provide the OCA with analytical support and expert testimony in Docket No. DE 16-576. Approval of the Joint Fiscal Committee was necessary because the OCA has funded the contract via a special assessment rather than through its operating budget. *See* RSA 363:28, III (requiring Joint Fiscal Committee approval and specifying that such special assessments are charged to the utilities involved in the applicable PUC proceeding).

The OCA submitted the written prefiled testimony of Strategen Consulting Director Lon Huber to the PUC on October 24, 2016. Mr. Huber’s testimony contained a detailed description of two possible alternative net metering tariffs, each designed to reduce cost shifting and otherwise address the issues the Legislature instructed the PUC to consider. Although the OCA expected Docket No. DE 16-576 to be contentious and time-consuming, the proceeding has proven to be even more so than anticipated. Relying in significant part on our contract with Strategen, the OCA has provided hundreds of pages of discovery responses and participated in dozens of hours of formal and informal meetings of the parties – of which there are more than 30 – in an effort to negotiate a resolution to the proceeding.

We have not been successful with our settlement efforts to date and must, therefore, prepare for a fully contested hearing that will be longer and more complex than we originally anticipated. Our contract requires us to compensate Strategen Consulting at a specified hourly rate and in light of the number of hours we have required of Strategen we need to extend the contract in order to bring the case to a fully litigated conclusion with the ongoing vigorous participation of the OCA. We believe that authorizing us to purchase up to an additional 100 hours of the consulting firm’s time will allow us to accomplish this objective. We have therefore negotiated a contract extension for 100 additional hours. There is no extension to the expiration date of the contract being requested.

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

Sincerely,



D. Maurice Kreis
Consumer Advocate

363:28 Office of the Consumer Advocate. –

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**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

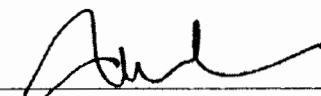
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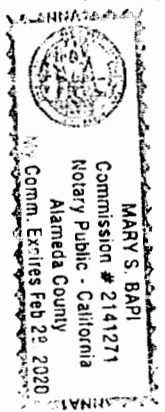
IN WITNESS WHEREOF, the parties hereto have set their hands as indicated below:

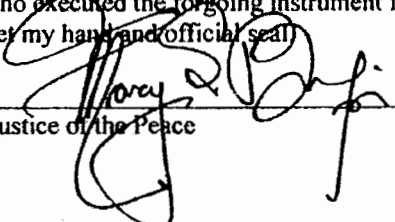
STRATEGEN CONSULTING, LLC

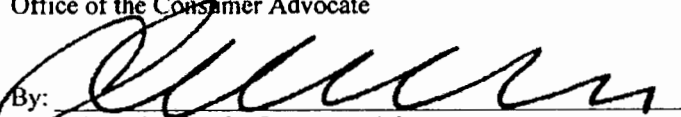
By: 
Janice Lin
Chief Executive Officer and Sole Member/Manager

STATE OF CALIFORNIA
County of ALAMEDA

On this the 1 day of FEB, 2017, before the undersigned officer, personally appeared Janice Lin and acknowledged herself to be the individual who executed the forgoing instrument for the purpose therein contained. In witness whereof I hereto set my hand and official seal.




Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE
Office of the Consumer Advocate
By: 
D. Maurice Kreis, Consumer Advocate

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 2nd day of FEBRUARY 2017 before me personally appeared, D. Maurice Kreis who acknowledged himself to be the individual who executed the forgoing instrument for the purpose therein

contained. In witness whereof I hereto set my hand and official seal.


Notary Public/Justice of the Peace

Approved as to form, substance and execution by Attorney General this 3rd day of Feb, 2017.

By: 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

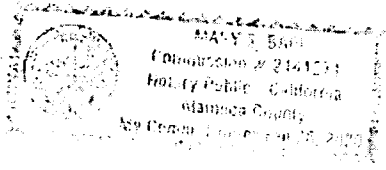
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California ALAMEDA
County of ALAMEDA
On JAN 12 2017 before me, MARY S. BAPI Notary Public
Date Here Insert Name and Title of the Officer
personally appeared JANICE L. LIN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: AMENDMENT TO PROFESSIONAL SERVICE CONTRACT Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Janice Lin, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of Strategen Consulting
(Name of Limited Liability Company)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Strategen Consulting
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)

January 12, 2017
(Date)

STATE OF _____
COUNTY OF _____

SEE NOTARY'S
CERTIFICATE

On this _____ day of _____, 20____, before me _____,
(Day) (Month) (Yr) (Name of Notary Public/Justice of the Peace)
the undersigned officer, personally appeared _____,
(Contractor Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

(Notary Public/Justice of the Peace Signature)

Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ALAMEDA

On JAN. 12, 2017
Date

before me,

MARY S. BAPI 'NOTARY PUBLIC'

Here Insert Name and Title of the Officer

personally appeared

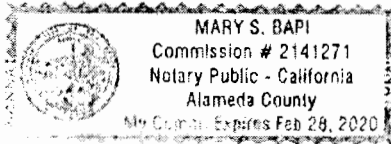
JANICE M. LIN

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Mary S. Bapi

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: CERTIFICATE OF AUTHORITY Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE
Donald M. Kreis

ASSISTANT CONSUMER ADVOCATE
Pradip K. Chattopndhyay



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

Tel. (603) 271-1172

Website:
www.oca.nh.gov

OFFICE OF CONSUMER ADVOCATE

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

July 19, 2016

The Honorable Neal M. Kurk, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

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

REQUESTED ACTION

Pursuant to RSA 363:28, III, authorize the Office of the Consumer Advocate (OCA) to enter into a contract with Straten Consulting, LLC of 2150 Allston Way, Suite 210; Berkeley, California 94704 (Vendor #274255) to provide expert services to support the OCA's participation in the Net Energy Metering proceeding, Docket No. DE 16-576, before the New Hampshire Public Utilities Commission in an amount not to exceed \$75,000 effective upon the date of Fiscal Committee and Governor and Council approvals through June 30, 2017.

Funds will be available in account 02-81-81-812010-50040000-046-500464, OCA Special Assessments:

<u>FY 2017</u>	<u>Total</u>
\$75,000	\$75,000

EXPLANATION

2016 N.H. Laws Chapter 31, House Bill 1116 increased from 50 to 100 megawatts the cap on generation capacity used by eligible customer-generators to export surplus energy to the electricity grid in New Hampshire. The measure also instructed the New Hampshire Public Utilities Commission (PUC) to open, and to complete by March 2, 2017, a proceeding to develop "new alternative net metering tariffs, which may include other regulatory mechanisms" and to "determine whether and to what extent such tariffs should be limited in their availability within each electric distribution utility's service territory." Among the subjects the General Court specifically directed the PUC to consider is "an avoidance of unjust and unreasonable cost shifting" to customer-generators

Fiscal Cte. Date 08/15/2016

G&C Date 08/24/2016

Page 1 of 3

Initials *DMK*

Date *8-19-16*

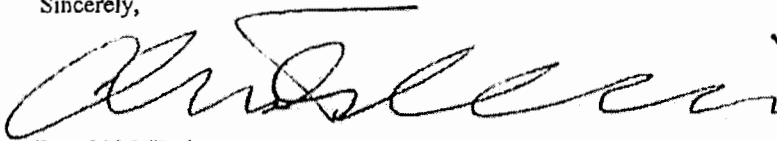
from other customers. Because the OCA represents the interests of *all* residential utility customers, this issue is of special concern to the OCA and it is essential that the OCA participate vigorously in the net metering proceeding. In the absence of sufficient in-house expertise to address issues related to net metering in comprehensive fashion, the OCA has obtained the services of a consulting firm with experience in providing unbiased and independent analytical support to ratepayer advocates in connection with net energy metering. To mitigate the logistical challenges of working with a consulting firm based in California, the contractor has subcontracted with a partner firm (Sustainable Energy Advantage, LLC of Framingham, Massachusetts) whose representatives will provide day-to-day support of the OCA in connection with meetings at the PUC in the early phases of the docket.

RFP Process and Selection

On May 18, 2016, the OCA provided a Request for Proposals (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 our website. Five firms responded with proposals meeting the requirements of the RFP. Strategen Consulting, LLC proposed a competitive hourly rate, access to expert staff on the issues the PUC and OCA must address pursuant to HB 1116, and a not to exceed price to complete the contract. The OCA chose Strategen Consulting as the winning bidder based on the combination of expertise, direct experience and competitive price. Information about Strategen Consulting, LLC is provided in Exhibit E.

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

Sincerely,



Donald M. Kreis
Consumer Advocate

Enclosures:

- RSA 363:28
- Bid Summary
- General Provisions Agreement, P-37
- Exhibit A – Scope of Services
- Exhibit B – Method of Payment
- Exhibit C – Special Provisions
- Certificate of Good Standing
- Certificate of Authority
- Certificate of Insurance

363:28 Office of the Consumer Advocate. –

I. The office of the consumer advocate shall be an independent agency administratively attached to the public utilities commission pursuant to RSA 21-G:10. The office shall consist of the following:

(a) A consumer advocate, appointed by the governor and council, who shall be a qualified attorney admitted to practice in this state. The consumer advocate shall serve a 4-year term and until a successor is appointed and qualified.

(b) An assistant consumer advocate appointed by the consumer advocate, who shall be a full-time classified employee.

(c) A secretary appointed by the consumer advocate.

(d) Two additional staff people appointed by the consumer advocate. When filling these positions, the consumer advocate should consider appointing rate analysts or economists.

II. Except as pertains to any end user of an excepted local exchange carrier or services provided to such end user, the consumer advocate shall have the power and duty to petition for, initiate, appear or intervene in any proceeding concerning rates, charges, tariffs, and consumer services before any board, commission, agency, court, or regulatory body in which the interests of residential utility consumers are involved and to represent the interests of such residential utility consumers.

III. The consumer advocate shall have authority to contract for outside consultants within the limits of funds available to the office. With the approval of the fiscal committee of the general court and the governor and council, the office of the consumer advocate may employ experts to assist it in proceedings before the public utilities commission, and may pay them reasonable compensation. The public utilities commission shall charge a special assessment for any such amounts against any utility participating in such proceedings and shall provide for the timely recovery of such amounts for the affected utility.

IV. The consumer advocate shall have authority to promote and further consumer knowledge and education.

V. The consumer advocate shall publicize the Link-Up New Hampshire and Lifeline Telephone Assistance programs in order to increase public awareness and utilization of these programs.

VI. The filing party shall provide the consumer advocate with copies of all confidential information filed with the public utilities commission in adjudicative proceedings in which the consumer advocate is a participating party and the consumer advocate shall maintain the confidentiality of such information.

Vendor Submission Criteria

NH Office of the Consumer Advocate

(DK) Donald Kreis, Consumer Advocate; (PC) Dr. Pradip Chattopadhyay, Assistant Consumer Advocate; (NC) Nicholas Cicale, Attorney; (JB) James Brennan, Finance Director

VENDOR : Acadian Consulting Group, LLC	Max Points	DK	PC	NC	JB	AVG
A. Knowledge and practical skills and experience to the project	25	22	25	25	14	
B. Experience & qualifications in providing similar services in NH and other states and to other state utility CAs or regulatory agencies	10	9	8	5	5	
C. Availability & accessibility of staff to project including physical proximity to NH and travel costs	10	7	7	5	7	
D. Ability to perform and complete the work requested	25	25	25	25	16	
E. Cost of consulting services and expenses	20	14	15	10	18	
F. Overall responsiveness to the requirements of the RFP	10	10	10	10	8	
Criteria Score	100	87	90	80	68	81.25

VENDOR: Ben Johnson Associates, Inc.	Max Points	DK	PC	NC	JB	AVG
A. Knowledge and practical skills and experience to the project	25	10	18	18	13	
B. Experience & qualifications in providing similar services in NH and other states and to other state utility CAs or regulatory agencies	10	5	10	7	4	
C. Availability & accessibility of staff to project including physical proximity to NH and travel costs	10	5	8	6	7	
D. Ability to perform and complete the work requested	25	18	25	18	15	
E. Cost of consulting services and expenses	20	15	16	12	18	
F. Overall responsiveness to the requirements of the RFP	10	5	8	10	8	
Criteria Score	100	58	85	71	65	69.75

Vendor Submission Criteria

VENDOR : Christensen Associates Energy Consulting, LLC	Max Points	DK	PC	NC	JB	AVG
A. Knowledge and practical skills and experience to the project	25	20	25	25	14	
B. Experience & qualifications in providing similar services in NH and other states and to other state utility CAs or regulatory agencies	10	10	6	5	6	
C. Availability & accessibility of staff to project including physical proximity to NH and travel costs	10	5	8	5	7	
D. Ability to perform and complete the work requested	25	23	25	25	17	
E. Cost of consulting services and expenses	20	9	10	5	15	
F. Overall responsiveness to the requirements of the RFP	10	8	10	10	8	
Criteria Score	100	75	84	75	67	75.25

VENDOR: PCMG and Associates, LLC	Max Points	DK	PC	NC	JB	AVG
A. Knowledge and practical skills and experience to the project	25	10	20	25	14	
B. Experience & qualifications in providing similar services in NH and other states and to other state utility CAs or regulatory agencies	10	7	8	6	5	
C. Availability & accessibility of staff to project including physical proximity to NH and travel costs	10	7	8	6	7	
D. Ability to perform and complete the work requested	25	18	25	25	15	
E. Cost of consulting services and expenses	20	20	20	20	18	
F. Overall responsiveness to the requirements of the RFP	10	8	8	10	7	
Criteria Score	100	70	89	92	66	79.25

Vendor Submission Criteria

VENDOR : Strategen Consulting, LLC	Max Points	DK	PC	NC	JB	AVG
A. Knowledge and practical skills and experience to the project	25	25	25	20	25	
B. Experience & qualifications in providing similar services in NH and other states and to other state utility CAs or regulatory agencies	10	10	6	7	10	
C. Availability & accessibility of staff to project including physical proximity to NH and travel costs	10	9	8	10	7	
D. Ability to perform and complete the work requested	25	24	25	16	25	
E. Cost of consulting services and expenses	20	5	8	4	18	
F. Overall responsiveness to the requirements of the RFP	10	10	9	10	10	
Criteria Score	0	83	81	67	95	81.5


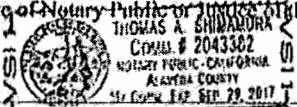
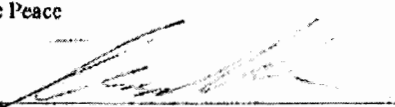
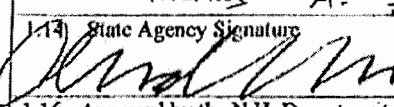
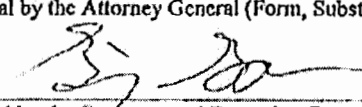
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Office of Consumer Advocate		1.2 State Agency Address 21 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name Strategen Consulting, LLC		1.4 Contractor Address 2150 Allston Way, Suite 210, Berkeley, CA 94704	
1.5 Contractor Phone Number 510-665-7811	1.6 Account Number 50040000/500464	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$75,000
1.9 Contracting Officer for State Agency Donald M. Kreis		1.10 State Agency Telephone Number 603-271-1174	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Randall E. Fish, Agent of Janice Lin	
1.13 Acknowledgement: State of <u>CA</u> , County of <u>Alameda</u> On <u>07/12/2016</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 she 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; align-items: center;"> <div style="text-align: center;">  <p>[Seal]</p> </div> <div style="margin-left: 20px;">  </div> </div>			
1.13.2 Name and Title of Notary of Justice of the Peace <u>Thomas A. Shimamura</u> Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>DONALD M. KREIS, CONSUMER ADVOCATE</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sandra Kelly Han</u> Director, On: <u>7/19/16</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/20/16</u>			
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.

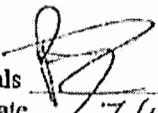
7. PERSONNEL.

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

Contractor Initials

Date


7/12/16

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

Strategen Consulting, LLC shall deliver services at the direction of and in a manner prescribed by the OCA, consistent with the procedural schedule adopted by the Public Utilities Commission in Docket No. DE 16-576. Deliverables include:

- Analysis of New Hampshire-specific solar photovoltaic (“PV”) system costs, to provide a clear, fundamental and objective understanding of the total revenue required for such projects to be deployed in the context of distributed generation (“DG”) (i.e., on customer premises on the customer “side” of the electric meter, or other residential off-takers of a “group net metering” project). Task completion is dependent upon the availability of system cost statistics. Specificity and scope of analysis shall be based upon mutually agreed terms.
- A forecast of the amount of incentive revenue (or lack thereof) needed to allow selected project types to reach commercial operation under the different tariff options under active consideration in the docket. Specificity and scope of forecast shall be based upon mutually agreed terms.
- Rate design and policy recommendations that would meet the requirements of H.B. 1116 and serve the interests of residential utility customers in particular.
- Review and analysis of other parties’ responses to discovery requests;
- Preparation of pre-filed written testimony on rate design and policy recommendations on behalf of the OCA;
- Response to discovery requests on testimony;
- Review and analysis of testimony filed by other parties;
- Review and analysis of data responses on other parties’ testimony;
- Assistance with settlement discussions;
- Assistance with hearing preparation including drafting questions for cross examination;
- Attendance at technical sessions, settlement conferences and/or hearings (up to four in-person Strategen visits, additional in person attendance by Strategen or SEA attendance in general, as mutually agreed upon between parties);
- Assistance with the preparation of pleadings, including motions to compel responses to discovery requests and post-hearing briefs; and
- Other assistance as needed.

Initials

Date


2/12/16

PAYMENT TERMS

The hourly rate for the professional staff of Strategen Consulting and its subcontractor Sustainable Energy Advantage is \$229. Invoices will be based on actual time expended, in increments of 0.25 hours and paid under net 30 terms. Travel expenses for attendance at meetings and hearings in Concord will be reimbursed (1) to employees of Strategen Consulting at cost and subject to the discretion of the Director and (2) to employees of Sustainable Energy Advantage at the applicable mileage reimbursement rate adopted by the Internal Revenue Service for business mileage, for travel between Framingham, Massachusetts and Concord, New Hampshire. The total not-to-exceed price for Strategen Consulting's services under this contract is \$75,000.

Initials 
Date 7/12/16

SPECIAL PROVISIONS

Item No. 12 of the Agreement is modified as follows:

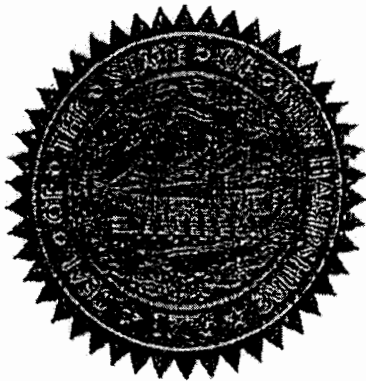
In order to minimize the cost of services under this contract, Strategen is authorized to subcontract a portion of its work under the contract to Sustainable Energy Advantage, LLC ("SEA"). Specifically, employees of SEA may, with the approval of OCA, attend docket-related hearings and meetings at the offices of, or convened by, the Public Utilities Commission. It is expressly understood that, as contractor, Strategen Consulting LLC shall be responsible for all work performed under this contract by its subcontractor SEA. The provisions of Item No. 12 of the Agreement shall otherwise be applicable.

Initials PZ
Date 7/16/16

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 STRATEGEN CONSULTING LLC a(n) California limited liability company registered to do business in New Hampshire on July 12, 2016. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of July, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

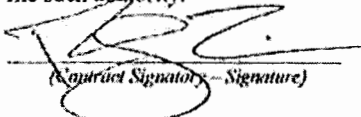
William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Randall E. Fish (agent of Janice Lin), hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of Strategen Consulting
(Name of Limited Liability Company)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Strategen Consulting
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)
7/12/2016
(Date)

STATE OF CA
COUNTY OF Alameda

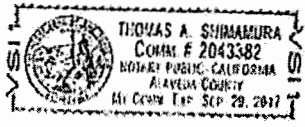
On this 12 day of July 2016, before me Thomas A. Shimamura Notary Public
(Day) (Month) (Yr) (Name of Notary Public/Justice of the Peace)
the undersigned officer, personally appeared Randall E. Fish, known to me (or
(Contractor Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)


(Notary Public/Justice of the Peace Signature)

Commission Expires: 09/29/2017



CALIFORNIA GENERAL DURABLE POWER OF ATTORNEY

**THE POWERS YOU GRANT BELOW ARE EFFECTIVE
EVEN IF YOU BECOME DISABLED OR INCOMPETENT**

CAUTION: A DURABLE POWER OF ATTORNEY IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THE DURABLE POWER OF ATTORNEY, YOU ARE AUTHORIZING ANOTHER PERSON TO ACT FOR YOU, THE PRINCIPAL. BEFORE YOU SIGN THIS DURABLE POWER OF ATTORNEY, YOU SHOULD KNOW THESE IMPORTANT FACTS: YOUR AGENT (ATTORNEY-IN-FACT) HAS NO DUTY TO ACT UNLESS YOU AND YOUR AGENT AGREE OTHERWISE IN WRITING. THIS DOCUMENT GIVES YOUR AGENT THE POWERS TO MANAGE, DISPOSE OF, SELL, AND CONVEY YOUR REAL AND PERSONAL PROPERTY, AND TO USE YOUR PROPERTY AS SECURITY IF YOUR AGENT BORROWS MONEY ON YOUR BEHALF. THIS DOCUMENT DOES NOT GIVE YOUR AGENT THE POWER TO ACCEPT OR RECEIVE ANY OF YOUR PROPERTY, IN TRUST OR OTHERWISE, AS A GIFT, UNLESS YOU SPECIFICALLY AUTHORIZE THE AGENT TO ACCEPT OR RECEIVE A GIFT. YOUR AGENT WILL HAVE THE RIGHT TO RECEIVE REASONABLE PAYMENT FOR SERVICES PROVIDED UNDER THIS DURABLE POWER OF ATTORNEY UNLESS YOU PROVIDE OTHERWISE IN THIS POWER OF ATTORNEY. THE POWERS YOU GIVE YOUR AGENT WILL CONTINUE TO EXIST FOR YOUR ENTIRE LIFETIME, UNLESS YOU STATE THAT THE DURABLE POWER OF ATTORNEY WILL LAST FOR A SHORTER PERIOD OF TIME OR UNLESS YOU OTHERWISE TERMINATE THE DURABLE POWER OF ATTORNEY.

THE POWERS YOU GIVE YOUR AGENT IN THIS DURABLE POWER OF ATTORNEY WILL CONTINUE TO EXIST EVEN IF YOU CAN NO LONGER MAKE YOUR OWN DECISIONS RESPECTING THE MANAGEMENT OF YOUR PROPERTY. YOU CAN AMEND OR CHANGE THIS DURABLE POWER OF ATTORNEY ONLY BY EXECUTING A NEW DURABLE POWER OF ATTORNEY OR BY EXECUTING AN AMENDMENT THROUGH THE SAME FORMALITIES AS AN ORIGINAL. YOU HAVE THE RIGHT TO REVOKE OR TERMINATE THIS DURABLE POWER OF ATTORNEY AT ANY TIME, SO LONG AS YOU ARE COMPETENT.

THIS DURABLE POWER OF ATTORNEY MUST BE DATED AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR SIGNED BY TWO WITNESSES. IF IT IS SIGNED BY TWO WITNESSES, THEY MUST WITNESS EITHER (1) THE SIGNING OF THE POWER OF ATTORNEY OR (2) THE PRINCIPAL'S SIGNING OR ACKNOWLEDGMENT OF HIS OR HER SIGNATURE. A DURABLE POWER OF ATTORNEY THAT MAY AFFECT REAL PROPERTY SHOULD BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC SO THAT IT MAY EASILY BE RECORDED.

YOU SHOULD READ THIS DURABLE POWER OF ATTORNEY CAREFULLY. WHEN EFFECTIVE, THIS DURABLE POWER OF ATTORNEY WILL GIVE YOUR AGENT THE RIGHT TO DEAL WITH PROPERTY THAT YOU NOW HAVE OR MIGHT ACQUIRE IN THE FUTURE. THE DURABLE POWER OF ATTORNEY IS IMPORTANT TO YOU. IF YOU DO NOT UNDERSTAND THE DURABLE POWER OF ATTORNEY, OR ANY PROVISION OF IT, THEN YOU SHOULD OBTAIN THE ASSISTANCE OF AN ATTORNEY OR OTHER QUALIFIED PERSON.

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THIS POWER OF ATTORNEY YOU ASSUME THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT. THESE RESPONSIBILITIES INCLUDE:

- 1. THE LEGAL DUTY TO ACT SOLELY IN THE INTEREST OF THE PRINCIPAL AND TO AVOID CONFLICTS OF INTEREST.**
- 2. THE LEGAL DUTY TO KEEP THE PRINCIPAL'S PROPERTY SEPARATE AND DISTINCT**

FROM ANY OTHER PROPERTY OWNED OR CONTROLLED BY YOU. YOU MAY NOT TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT FULL AND ADEQUATE CONSIDERATION OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY UNLESS THIS POWER OF ATTORNEY SPECIFICALLY AUTHORIZES YOU TO TRANSFER PROPERTY TO YOURSELF OR ACCEPT A GIFT OF THE PRINCIPAL'S PROPERTY. IF YOU TRANSFER THE PRINCIPAL'S PROPERTY TO YOURSELF WITHOUT SPECIFIC AUTHORIZATION IN THE POWER OF ATTORNEY, YOU MAY BE PROSECUTED FOR FRAUD AND/OR EMBEZZLEMENT. IF THE PRINCIPAL IS 65 YEARS OF AGE OR OLDER AT THE TIME THAT THE PROPERTY IS TRANSFERRED TO YOU WITHOUT AUTHORITY, YOU MAY ALSO BE PROSECUTED FOR ELDER ABUSE UNDER PENAL CODE SECTION 368. IN ADDITION TO CRIMINAL PROSECUTION, YOU MAY ALSO BE SUED IN CIVIL COURT. I HAVE READ THE FOREGOING NOTICE AND I UNDERSTAND THE LEGAL AND FIDUCIARY DUTIES THAT I ASSUME BY ACTING OR AGREEING TO ACT AS THE AGENT (ATTORNEY-IN-FACT) UNDER THE TERMS OF THIS POWER OF ATTORNEY.

DATE:



(SIGNATURE OF AGENT)

Randall Edward Fish
(PRINT NAME OF AGENT)

CALIFORNIA GENERAL DURABLE POWER OF ATTORNEY

**THE POWERS YOU GRANT BELOW ARE EFFECTIVE
EVEN IF YOU BECOME DISABLED OR INCOMPETENT**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE TO BE EFFECTIVE EVEN IF YOU BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

I Janice Trina Lin at 2741 Ashby Place, Berkeley, CA 94705

Randall Edward Fish at 778 Ynez Circle Danville, CA 94526 [insert your name and address] appoint
[insert the name and address of the
person appointed] as my Agent (attorney-in-fact) to act for me in any lawful way with respect to
the following initialed subjects:

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

INITIAL

_____ **(A) Real property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of California, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.


_____ **(B) Tangible personal property transactions.** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the State of California or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

_____ **(C) Stock and bond transactions.** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

_____ **(D) Commodity and option transactions.** To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

_____ **(E) Banking and other financial institution transactions.** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or

trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

 (F) **Business operating transactions.** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.

_____ (G) **Insurance and annuity transactions.** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

_____ (H) **Estate, trust, and other beneficiary transactions.** To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.


_____ (I) **Claims and litigation.** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

_____ (J) **Personal and family maintenance.** To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

_____ (K) **Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service.** To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

_____ (L) **Retirement plan transactions.** To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee

benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

 (M) Tax matters. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

____ (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

Authority to Delegate. My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including

any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

Right to Compensation. My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

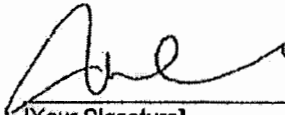
Successor Agent. If any Agent named by me shall die, become incompetent, resign or refuse to accept the office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF CALIFORNIA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 8 day of July, 2016



[Your Signature]

193-64-6570

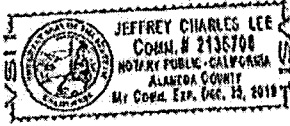
[Your Social Security Number]

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA
COUNTY OF Alameda

This document was acknowledged before me on July 8, 2016 [Date] by
JANICE TRINA LIN [name of principal].

[Notary Seal, if any]:



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

(Signature of Notarial Officer)

Notary Public for the State of California

My commission expires: 12/23/2019

ACKNOWLEDGMENT OF AGENT

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Randall Edward Fish

[Typed or Printed Name of Agent]

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

[Signature of Agent]

PREPARATION STATEMENT

This document was prepared by the following individual:

Randall Edward Fish

[Typed or Printed Name]

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

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2016

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 SelectSolutions Insurance Services, LLC #0127711 1350 Cariback Avenue Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No. Ext): 866-500-6359 FAX (A/C, No): (855) 604-8449 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
INSURED Straten Consulting LLC 2150 Allston Way #210 Berkeley, CA 94704	INSURER A: Hartford Fire Insurance Company NAIC # 19682
	INSURER B: Darwin National Assurance Company 16624
	INSURER C: Aspon American Insurance Company 43460
	INSURER D: Valley Forge Insurance Company 20508
	INSURER E: Hartford Accident and Indemnity Company 22357
	INSURER F: CNA Insurance Companies 20443

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR (INSR LTR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<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 <input type="checkbox"/> OTHER		5085030710	4/26/2016	4/26/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5065030710	4/26/2016	4/26/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		8 6019950927	4/26/2016	4/26/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ARTISAN/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	57WECTR0303	6/1/2016	6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Errors and Omissions)		0303-5694	9/2/2016	9/2/2016	\$1,000,000 / \$1,000,000

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

A: ERISA Bond 57BDDGO4010 8/7/2013 - 8/7/2016 \$400,000
 C: Directors and Officers Liability EL00422 1/6/2016 - 1/6/2017 \$2,000,000

CERTIFICATE HOLDER

CANCELLATION

NH Office Of Consumer Advocate 21 S. Fruit Street, Ste 18 Concord, NH 03301	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



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
7/13/2016

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

AGENCY PHONE (A.C. No. Ext): (855) 500-6359 SelectSolutions Insurance Services, LLC #0127711 1350 Carback Avenue Walnut Creek, CA 94596		COMPANY Valley Forge Insurance Company NAIC: 20508	
FAX (A.C. No.): (855) 804-8449 E-MAIL ADDRESS: info@selectsolutionsins.com			
CODE: AGENCY CUSTOMER ID #: 3769 INSURED Stragen Consulting LLC 2150 Allston Way #210 Berkeley, CA 94704		LOAN NUMBER POLICY NUMBER 5085030710	
		EFFECTIVE DATE 4/26/2016	EXPIRATION DATE 4/26/2017
		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 LOC1 - 2150 Allston Way #210, Berkeley, CA 94704

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
LOC1 - Contents	\$29,550	\$500
LOC1 - Business Income Limit (wth Extra Expense) - 12 months	Actual loss Sustained	
LOC1 - EDP Coverage	\$50,000	\$500

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS NH Office Of Consumer Advocate 21 S. Fruit Street, Ste 18 Concord, NH 03301	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE 		