

STATE OF NEW HAMPSHIRE

62 mac

CONSUMER ADVOCATE  
Susan W. Chamberlin, Esq.

ASSISTANT CONSUMER ADVOCATE  
Dr. Pradip K. Chattopadhyay



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 03301-2429

May 27, 2015

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

**REQUESTED ACTION**

Authorize the Office of Consumer Advocate (OCA) to enter into a **SOLE SOURCE** amendment to a contract for professional services with Synapse Energy Economics, Inc., Vendor Code #162177, (Synapse) by increasing the contract amount by \$10,548.00 from \$81,754.00 to \$92,302.00 to provide continued assistance in representing New Hampshire residential ratepayer interests. The original contract was approved by Governor and Council on August 14, 2013, Item #43 and amended with approval by the Governor and Council on May 23, 2014, Item #29. All other provisions of the contract remain in effect. Funds are 100% Utilities Assessments.

Funds are available, pursuant to RSA 363-A:1, in account 02-081-081-812010-28160000-233-500769 Litigation.

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

FY2015  
\$10,548.00

**EXPLANATION**

On August 14, 2013, as amended on May 23, 2014, the OCA entered into a contract for services with Synapse for assistance in representing residential ratepayer interests before organizations such as the New England Power Pool and ISO New England. As part of these responsibilities, Synapse devoted significant time on testimony on the impact to residential consumers of New Hampshire’s participation in the Regional Greenhouse Gas Initiative (RGGI) as raised by New Hampshire House Bill 208-FN (HB 208-FN), introduced on January 7, 2015. These additional hours on matters within the Synapse contract for services creates a projected shortfall in contract payments by the end of fiscal year 2015.

Synapse Energy Economics, Inc.

It is difficult to predict the exact level of expert assistance required throughout a year. The circumstances necessitating the OCA's request to add \$10, 548 to the contract amount for this consultant agreement is the result of regulatory activity around regional resource planning and rate design that has an impact on the region as a whole and New Hampshire ratepayers in particular.

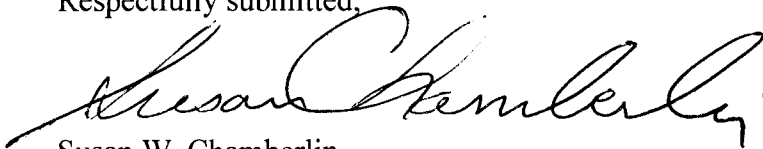
For the past ten years, Synapse has worked on behalf of the OCA to ensure that ISO-NE and other New England decision makers are aware of New Hampshire residential customers' financial interests and concerns regarding wholesale markets, system planning and other regional program rate impacts. Activities that require active participation include public hearings related to regional transmission and generation resource planning and the rate impact of New Hampshire's participation in RGGI. The OCA requires expert assistance to knowledgeable participate in such proceedings that directly impact residential consumer rates.

Synapse provides cost effective advocacy as it also represents other consumer advocacy organizations including the Connecticut Office of Consumer Counsel, Massachusetts Office of the Attorney General, and the Maine Public Advocate. In this way Synapse maintains up to date knowledge of the region and can provide accurate and timely testimony on legislation affecting the region's ratepayers as a whole and New Hampshire residential ratepayers in particular. Where Synapse scope of services includes regional regulatory rate impacts, the **SOLE SOURCE** amendment to the consultant contract cost- effectively makes use of existing expertise.

To continue uninterrupted access to Synapse's proven expertise and assistance, the OCA requests permission to extend the authorized amount of the contract by \$10,548 to the end of fiscal year 2015.

Thank you for your consideration. Please do not hesitate to contact me if you have any questions.

Respectfully submitted,



Susan W. Chamberlin  
Consumer Advocate

Enclosures: Amendment to Professional Services Contract  
Certificate of Good Standing  
Certificate of Authority  
Certificate of Insurance  
Amendment and Enclosures as Submitted on May 8, 2014  
Original Agreement and Enclosures as Submitted on August 14, 2013

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now comes the Office of Consumer Advocates, hereinafter "the Agency", and Synapse Energy Economics, Inc., hereinafter "the Contractor," and, pursuant to an agreement between the parties which was approved by Governor and Council on August 14, 2013, Item 43 and amended with approval by the Governor & Council on May 23, 2014, Item #29, hereby agree to modify same as follows:

1. The Price Limitation in Item 1.8 is hereby increasing \$10,548.00 from \$81,754.00 to \$92,302.00 effective upon Governor and Council approval.
2. 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.

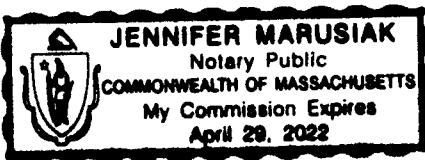
IN WITNESS WHEREOF, the parties hereto have set their hands as indicated below:

SYNAPSE ENERGY ECONOMICS, INC.

By: [Signature]  
Bruce Biewald, President

COMMONWEALTH OF MASSACHUSETTS  
County of Middlesex

On this the 21 day of May, 2015, before the undersigned officer, personally appeared Bruce Biewald and acknowledged that he executed this document in the capacity indicated. In witness whereof I hereto set my hand and official seal.



[Signature]  
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE  
Office of Consumer Advocate

By: [Signature]  
Susan W. Chamberlin, Consumer Advocate

STATE OF NEW HAMPSHIRE  
County of Merrimack

On this the 22 day of May, 2015 before me personally appeared, Susan W. Chamberlin who 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.

[Signature] Christina Martin  
Notary Public/Justice of the Peace Expires: 6-8-16

Approved as to form, substance and execution by Attorney General this 22 day of May, 2015.

By: [Signature]  
Brian Buonamano, Assistant Attorney General

State of New Hampshire  
Department of State

CERTIFICATE

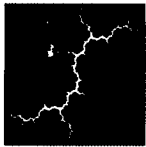
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SYNAPSE ENERGY ECONOMICS, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on August 12, 1996. I further certify that all fees and annual reports required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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22<sup>nd</sup> day of May, A.D. 2015

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

William M. Gardner  
Secretary of State



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

Certified Resolution

I, Bruce Biewald, Secretary of Synapse Energy Economics, Inc., a Massachusetts corporation (Synapse Energy Economics, Inc.) do hereby certify that a resolution was duly adopted at a meeting of the board of Directors of Synapse Energy Economics, Inc., duly held and convened on May 21, 2015 at which meeting a duly constituted quorum of the board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

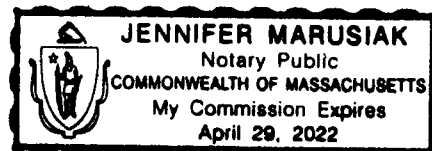
RESOLVED: That Bruce Biewald is empowered to execute and deliver in the name and on behalf of this Company contracts with the State of New Hampshire.

IN WITNESS WHEREOF, the undersigned has affixed his signature this twenty-first day of May, 2015.

Bruce Biewald, President & Secretary

Date: May 21, 2015

Notary:



On this 21 day of May, 2015, before the undersigned officer, personally appeared Bruce Biewald and acknowledged that he executed this document in the capacity indicated. In witness whereof I hereto set my hand and official seal.



# CERTIFICATE OF LIABILITY INSURANCE

SYNAP-1

OP ID: FO

DATE (MM/DD/YYYY)

05/21/15

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

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

<b>PRODUCER</b> Dudley Borland / Ellis Andrews Insurance Agency, Inc. 30 Brattle St./P.O. Box 380194 Cambridge, MA 02238-0194 Dudley&Borland/Ellis&Andrews	617-876-2440	<b>CONTACT NAME:</b> _____	
	617-492-3141	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
		<b>E-MAIL ADDRESS:</b> _____	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Hartford Insurance</b>	
		<b>NAIC #</b> 19682	
		<b>INSURER B :</b> _____	
		<b>INSURER C :</b> _____	
		<b>INSURER D :</b> _____	
		<b>INSURER E :</b> _____	
		<b>INSURER F :</b> _____	

**INSURED** Synapse Energy Economics, Inc.  
 Attn: Jeannie Ramey  
 485 Massachusetts Ave. 2nd FL  
 Cambridge, MA 02139

**COVERAGES** **CERTIFICATE NUMBER:** \_\_\_\_\_ **REVISION NUMBER:** \_\_\_\_\_

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			08SBAEU6372	06/19/14	06/19/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			08SBAEU6372	06/19/14	06/19/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<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 \$ 10000			08SBAEU6372	06/19/14	06/19/15	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECEF0231	06/19/14	06/19/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	office contents			08SBAEU6372	06/19/14	06/19/15	Contents 89,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Consultant - management

**CERTIFICATE HOLDER****CANCELLATION**

NHCON-1

New Hampshire Office of  
 The Consumer Advocate  
 21 S. Fruit Street, Suite18  
 Concord, NH 03301-2429

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

*Francis X. O'Leary*

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STATE OF NEW HAMPSHIRE

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

CONSUMER ADVOCATE  
Susan W. Chamberlin, Esq.  
ASSISTANT CONSUMER ADVOCATE  
Rorie E.P. Hollenberg, Esq.



OFFICE OF CONSUMER ADVOCATE  
21 S Fruit St., Suite 18  
Concord, NH 03301-2429

May 8, 2014

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

**REQUESTED ACTION**

1. Authorize the Office of Consumer Advocate (OCA) to **RETROACTIVELY** amend a contract for professional services with Synapse Energy Economics, Inc., Vendor Code #162177, (Synapse) by expanding the scope of the contract as of February 1, 2014 to include the work required to complete a market supply study for an April 14, 2014 filing related to the Federal Energy Regulatory Commission (FERC) docket ER 14-1409-000. The original contract was approved by Governor and Council on August 14, 2013, Item Number 43.
2. And further, authorize the OCA to amend the Synapse contract by increasing the contract amount by \$13,334.00 from \$68,420.00 to \$81,754.00 for assistance in monitoring and active participation in the FERC docket ER 14-1409-000 effective upon Governor and Council approval. Funds are 100% Utilities Assessment

Funds are available, pursuant to RSA 363-A:1, in account 02-071-081-812010-28160000-233-500679 Litigation with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

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

<u>FY2014</u>	<u>FY2015</u>
\$46,174	\$35,580

**EXPLANATION**

On August 14, 2013 the OCA entered into a contract for services with Synapse for assistance in monitoring the activities of the New England Power Pool and ISO New England. This **retroactive** amendment to the scope allowed the OCA to authorize Synapse to complete a market supply study which allowed New Hampshire along with Maine and Connecticut Consumer Advocates (Intervening Consumer Advocates) to file comments at FERC related to docket ER 14-1409-000. The due date for that filing was April 14, 2014.

Early in February 2014, at the outset of the auction for ISO New England's 2017-2018 commitment period, Brayton Point's owner, EquiPower Resources, elected to retire all four main units at the station, along with several small diesels also located at the station. Without the Brayton Point units in the supply stack, that auction cleared at a record high of \$15/kW-month, with administrative payments of \$7.025/kW-month to existing resources. Since Brayton Point's owner also owns 1,600 MW of other capacity resources in New England, some state consumer advocates in New England were concerned that EquiPower Resources's decision to retire Brayton Point was not based on the economics of continued operation. Instead, the retirement decision may have been an exercise of market power that resulted in an artificially high market clearing price and exaggerated revenues for EquiPower Resources. In order to address their concern, the Intervening Consumer Advocates asked Synapse Energy Economics to analyze the financial situation of the three coal-fired units at Brayton Point station.

Based on Synapse's findings, the Intervening Consumer Advocates filed a joint intervention recommending FERC investigate the FCA-8 results to determine if market manipulation has taken place as well as filed the report based on the Synapse CATV analysis. Due to the short time frame between which the issue was identified and the deadline for comments, and the OCA was compelled to undertake a **retroactive** amendment so that Synapse could undertake an initial analysis prior to the intervention deadline.

The additional \$13,334 funds will be used to monitor, analyze the filings and provide additional comments related to the FERC docket ER 14-1409-000. Synapse has calculated the forward going costs of operating the Brayton Point coal units using its proprietary Coal Asset Valuation Tool, or "CAVT." CAVT aggregates publicly available coal unit characteristics and operations data from the U.S. Energy Information Administration's (EIA) Form 860 and Form 923, and the U.S. Environmental Protection Agency's (EPA) Air Markets Dataset. CAVT uses energy market forecasts from EIA's Annual Energy Outlook 2012 Electricity Market Module Assumptions. Environmental control cost assumptions come from ICF's Integrated Planning Model (IPM) v.5.13 which was developed for the EPA, the Electric Power Research Institute (EPRI), and other public agencies. By using CAVT, Synapse accomplishes the OCA's objective of effective advocacy in an efficient and economic manner.

Your consideration of our request is appreciated.

Respectfully,



Susan W. Chamberlin  
Consumer Advocate

Enclosures:   Amendment to Professional Services Contract  
                  Certificate of Good Standing  
                  Certificate of Authority  
                  Certificate of Insurance  
                  Original Agreement and Enclosures as Submitted August 14, 2013



**RETROACTIVE AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

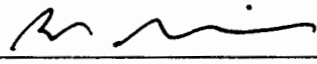
Now comes the Office of Consumer Advocates, hereinafter "the Agency", and Synapse Energy Economics, Inc., hereinafter "the Contractor," and, pursuant to an agreement between the parties which was approved by Governor and Council on August 14, 2013, hereby agree to modify same as follows:

1. The Price Limitation in Item 1.8 is hereby increasing \$13,334.00 from \$68,420.00 to \$81,754.00 effective upon Governor and Council approval.
2. Exhibit A – This retroactive amendment allows the OCA to join with the Maine Office of Public Advocate and the Connecticut Office of Consumer Counsel to intervene in ER 14-1409 based on a market supply study which analyzed whether market manipulation took place in the Forward Capacity Market 8 auction (FCA-8).
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:

SYNAPSE ENERGY ECONOMICS, INC.

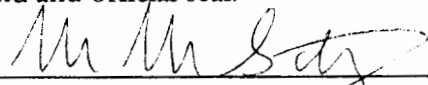
By:   
Bruce Biewald, President

COMMONWEALTH OF MASSACHUSETTS  
County of Middlesex

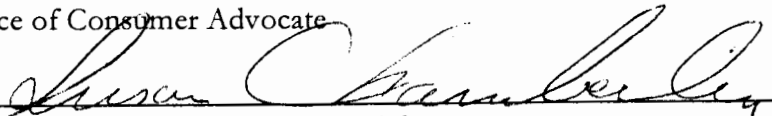
On this the 1<sup>st</sup> day of May, 2014, before the undersigned officer, personally appeared Bruce Biewald and acknowledged that he executed this document in the capacity indicated. In witness whereof I hereto set my hand and official seal.



**MELISSA SCHULTZ**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 27, 2018

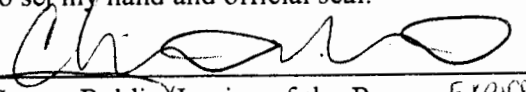
  
Notary Public/Justice of the Peace

THE STATE OF NEW HAMPSHIRE  
Office of Consumer Advocate


By:   
Susan W. Chamberlin, Consumer Advocate

STATE OF NEW HAMPSHIRE  
County of Merrimack

On this the 6 day of May, 2014 before me personally appeared, Susan W. Chamberlin who 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 EXPIRES 6-8-16 Christina Martin

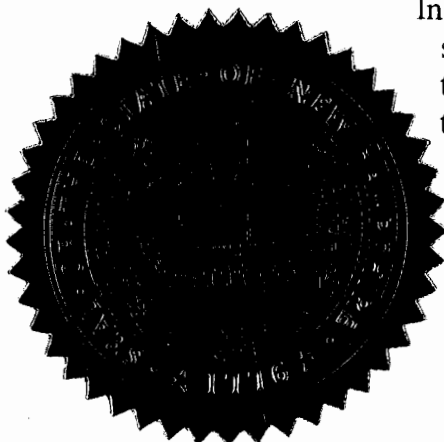
Approved as to form, substance and execution by Attorney General this 7<sup>th</sup> day of May, 2014.

By: 

State of New Hampshire  
Department of State

CERTIFICATE

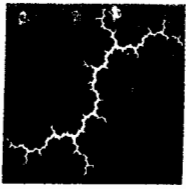
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SYNAPSE ENERGY ECONOMICS, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on August 13, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</sup> day of May, A.D. 2014

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

William M. Gardner  
Secretary of State



**Synapse**  
Energy Economics, Inc.

485 Massachusetts Avenue, Suite 2  
Cambridge, MA 02139  
T 617 661 3248 F 617 661 0599  
www.synapse-energy.com

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

Certified Resolution

I, Bruce Biewald, Secretary of Synapse Energy Economics, Inc., a Massachusetts corporation (Synapse Energy Economics, Inc.), do hereby certify that a resolution was duly adopted at a meeting of the board of Directors of Synapse Energy Economics, Inc., duly held and convened on May 2, 2014 at which meeting a duly constituted quorum of the board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

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

IN WITNESS WHEREOF, the undersigned has affixed his signature this second day of May, 2014.

Bruce Biewald, President & Secretary

Date: May 2, 2014

Notary:



# CERTIFICATE OF LIABILITY INSURANCE

SYNAP-1

OP ID: FO

DATE (MM/DD/YYYY)

05/05/14

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

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

<b>PRODUCER</b> Dudley Borland / Ellis Andrews Insurance Agency, Inc. 30 Brattle St./P.O. Box 380194 Cambridge, MA 02238-0194 Dudley&Borland/Ellis&Andrews	617-876-2440 617-492-3141	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Synapse Energy Economics, Inc. Attn: Jeannie Ramey 485 Massachusetts Ave. 2nd FL Cambridge, MA 02139	<b>INSURER A:</b> Hartford Insurance		19682
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		08SBAEU6372	06/19/14	06/19/15	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 1,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		08SBAEU6372	06/19/14	06/19/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		08SBAEU6372	06/19/14	06/19/15	EACH OCCURRENCE	\$ 6,000,000
						AGGREGATE	\$ 6,000,000
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		08WECEF0231	06/19/14	06/19/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	office contents		08SBAEU6372	06/19/14	06/19/15	Contents	89,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Consultant - management

**CERTIFICATE HOLDER****CANCELLATION**

NHCON-1

New Hampshire Office of  
 The Consumer Advocate  
 21 S. Fruit Street, Suite 18  
 Concord, NH 03301-2429

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

*Francis X. O'Leary*

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# CERTIFICATE OF LIABILITY INSURANCE

SYNAP-1

OP ID: FO

DATE (MM/DD/YYYY)

05/02/14

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 Dudley Borland / Ellis Andrews Insurance Agency, Inc. 30 Brattle St./P.O. Box 380194 Cambridge, MA 02238-0194 Dudley&Borland/Ellis&Andrews	617-876-2440	CONTACT NAME:	
	617-492-3141	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: <b>Hartford Insurance</b>	NAIC # <b>19682</b>
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED  
**Synapse Energy Economics, Inc.**  
Attn: Jeannie Ramey  
485 Massachusetts Ave. 2nd FL  
Cambridge, MA 02139

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			08SBAEU6372	06/19/13	06/19/14	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPIOP AGG	\$ 1,000,000
A	<input type="checkbox"/> 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			08SBAEU6372	06/19/13	06/19/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			08SBAEU6372	06/19/13	06/19/14	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			08WECEFP0231	06/19/13	06/19/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	office contents			08SBAEU6372	06/19/13	06/19/14	Contents	85,600

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Consultant - management

**CERTIFICATE HOLDER****CANCELLATION**

NHCON-1

New Hampshire Office of  
The Consumer Advocate  
21 S. Fruit Street, Suite 18  
Concord, NH 03301-2429

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

*Francis X. O'Leary*

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## OFFICE OF CONSUMER ADVOCATE

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

August 14, 2013

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

**REQUESTED ACTION**

Authorize the Office of Consumer Advocate (OCA) to enter into a contract for professional services with Synapse Energy Economics, Inc. (Synapse), in the amount of \$68,420.00, to monitor regional market developments and assist the OCA in its participation in the regulation, governance and operation of the New England regional electric power markets and transmission grid for the period of Governor and Executive Council approval through June 30, 2015. Funds are provided 100% through public utility assessment pursuant to RSA 363-A:1.

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

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

	<u>FY2014</u>	<u>FY2015</u>
010-081-28160000-233-500769 Litigation	\$32,840	\$35,580

Vendor Code No. 162177

**EXPLANATION**

The purpose of this proposed contract with Synapse is for the OCA to continue its participation in regional electric market regulation in an efficient and cost-effective manner. New Hampshire's electricity supplies and services are part of a regional market managed by an independent non-profit corporation, the Independent System Operator for New England (ISO-NE). ISO NE meets New Hampshire's electricity demands, and those of the region's economy by fulfilling three primary responsibilities: 1) ensuring the day-to-day reliable operation of New England's bulk power generation and transmission system; 2) overseeing the region's wholesale

electricity markets; and 3) managing comprehensive regional planning to address New England's electricity needs into the future.

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

The New England Power Pool (NEPOOL) is a group of generators, transmission owners, suppliers, municipal utilities, alternative resources, and end users that participate in New England's bulk electric power market. ISO-NE has formed committees and working groups to assist in ensuring fair and efficient wholesale electricity markets and a reliable power generation and transmission system for the region. The New England stakeholder process is complex and time-consuming. ISO-NE strives to balance the often competing interests of generation owners, electric utilities, and the system's large and small ratepayers.

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

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

Activities that require monitoring and active participation include those related to regional transmission and generation resource planning; the forward capacity market which provides payments to both generation and demand resources to ensure adequacy of supply; and the ISO-NE's budget, which electric ratepayers pay for through the cost of electricity. The OCA requires assistance to participate in these activities as we do not have the staff resources to prepare for and to attend the numerous monthly meetings associated with these activities.

### **RFP Process and Selection**

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

**Terms of Payment**

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

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

Sincerely,



Susan W Chamberlin  
Consumer Advocate

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



Subject:

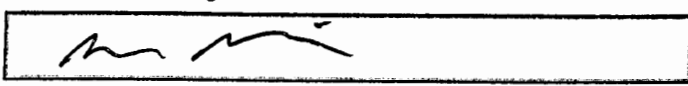
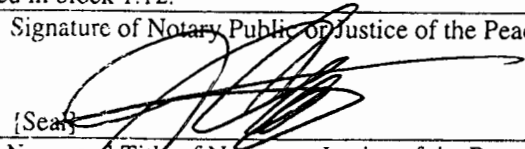
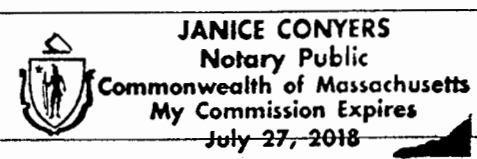
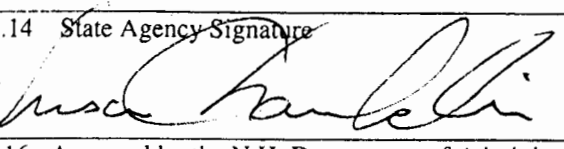
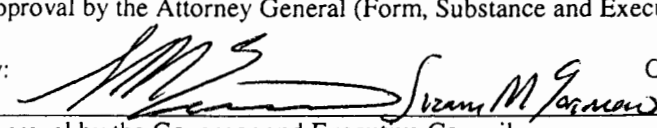
NH OCA Contract with Synapse Energy Economics, Inc.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of the Consumer Advocate		1.2 State Agency Address 21 S. Fruit Street, Suite 18, Concord, NH 03301	
1.3 Contractor Name Synapse Energy Economics, Inc.		1.4 Contractor Address 485 Massachusetts Avenue, Suite 2, Cambridge MA 02139	
1.5 Contractor Phone Number 617-661-3248	1.6 Account Number 89896	1.7 Completion Date 6-30-15	1.8 Price Limitation \$68,420
1.9 Contracting Officer for State Agency Susan W. Chamberlin		1.10 State Agency Telephone Number 603-271-1172	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Bruce Biewald, President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>July 15, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Janice Conyers, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Susan W. Chamberlin, Consumer Advocate	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Steven M. Ferguson On: <u>7/19/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

BB

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials *BA sue*  
Date *7/15/12*

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Synapse proposes to provide the services in Part II of the RFP (Scope of Services) by attending stakeholder meetings (in person and by phone) to learn about proposed changes to the New England bulk power system that are likely to have a material impact on New Hampshire consumers. The stakeholder meetings typically include numerous NEPOOL members, ISO-New England staff, NESCOE, and representatives of the state public utility commissions. We will review proposed changes to the market designs, rules, or tariffs as presented by ISO-NE or other stakeholders in the numerous regional committees, sub-committees, and working groups. On a monthly basis (more frequently if needed), Synapse will provide the OCA with a summary of the significant issues being discussed. On a coordinated basis, Synapse will advocate for specific positions on behalf of the OCA in the New England stakeholder process.

Synapse will provide services to the OCA to address the following specific elements of the contract.

- a.) Synapse will attend or monitor New England stakeholder meetings that include the following committees, subcommittees, and working groups:
  - NEPOOL Participants Committee, Markets Committee, Reliability Committee, and Transmission Committee; these are the four voting committees that meet at least once a month.
  - ISO Planning Advisory Committee, Consumer Liaison Group, Demand Resources Working Group, Environmental Advisory Group, and Energy Efficiency Forecast Working Group; these are ISO sponsored stakeholder meetings.
  - NEPOOL Budget & Finance, Generation Information System, Information Policy Working Group, Membership Committee, and Power Supply Planning Committee; these are NEPOOL sub-committees.
- b.) Synapse will review all FERC filings that are developed through the stakeholder process and seek input for OCA as necessary. On a case-by-case basis, Synapse will work with OCA, and potentially other stakeholders, to develop independent FERC filings on New England issues. To the extent feasible within the budget, Synapse will assist OCA on FERC filings related to specific New Hampshire issues that are not part of the regional stakeholder process.
- c.) Synapse will provide a monthly summary of current issues and, as needed, direct consultation with the OCA, to provide information and recommendations regarding options for the OCA to consider.

d.) Synapse will work to advance positions adopted by the OCA through the stakeholder process by several means, including coordination with other NEPOOL members, discussions with ISO-New England staff, direct communications with the OCA, and specific voting strategies.

As noted above, Synapse will attend and monitor a dozen or more meetings a month. Synapse does this through the pooling of resources from all of the NEPOOL clients.

Synapse does not represent all clients through the stakeholder voting process. It is not unusual for clients to vote differently (Favor, Oppose, or Abstain) on specific items. Since all clients are in the Alternative Resources sector (energy efficiency and renewable providers) and the End User sector (consumer and environmental advocates), there are many basic market and planning issues that the clients have in common and often the interests from both sectors are aligned. In situations where client viewpoints are not aligned, Synapse will communicate with each client to make sure that they accurately represent their viewpoints in the stakeholder process and, if appropriate, cast their vote to support their position.

In consultation with the OCA, Synapse will develop an annual list of goals and objectives for each contract period and a plan for achieving them. Over the term of the contract, Synapse will provide periodic assessments to the OCA and work collaboratively to make adjustments as needed to accommodate changing circumstances.

## Exhibit B -- Method of Payment

These rates include all the costs that will be billed to the client. Estimated travel expenses are composed of mileage to and from NEPOOL meetings. On occasions when meetings are on consecutive days, overnight stays and meals may be more efficient than daily commuting. Synapse's proposed, not-to-exceed budget for this contract is \$68,420. To be billed monthly as work is performed and then paid as billed until total contract amount has been billed and paid.





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



June 19, 2013

**NEW HAMPSHIRE OFFICE OF THE CONSUMER ADVOCATE'S  
REQUEST FOR PROPOSALS FOR EXPERT SERVICES RELATED TO  
NATIONAL AND REGIONAL ELECTRIC MATTERS**

Dear Prospective Bidder:

The New Hampshire Office of the Consumer Advocate (OCA) requests proposals from qualified firms or individuals to provide expert services to the OCA related to its representation of residential electric customers in national and regional electric utility matters. Specifically, the OCA seeks through this Request for Proposals (RFP) to retain one or more experts in the regulation, governance, structure and operation of the New England electric power and transmission markets and transmission grid, and the operation and activities of the stakeholders in these markets, including New Hampshire electric utilities and their affiliates.

The following dates and information apply to this RFP:

1. Completed proposals must be received via email by the OCA by 4:30 p.m. on Friday, July 3, 2013. Please submit proposals to:

Susan W. Chamberlin  
Consumer Advocate  
New Hampshire Office of the Consumer Advocate  
21 South Fruit Street, Suite 18  
Concord, NH 03301  
[oca.litigation@oca.nh.gov](mailto:oca.litigation@oca.nh.gov)

2. Follow-up conferences/interviews will be scheduled as needed.
3. The OCA will evaluate the proposals as described herein.

**I. BACKGROUND**

Pursuant to NH RSA 363:28, the OCA represents the interests of residential customers of New Hampshire electric utilities. The OCA's advocacy occurs in many forums and requires the dedication of sufficient resources.

Primarily, the OCA fulfills its electric-industry advocacy within the context of proceedings at the New Hampshire Public Utilities Commission (PUC). The OCA also regularly participates in activities concerning the regional (i.e., New England) electric supply and transmission markets. These markets are regulated by the Federal Energy Regulatory Commission (FERC) and managed by ISO-New England (ISO-NE), the regional transmission organization (RTO) serving Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont. With a full-time staff of five, the OCA relies upon outside experts for guidance and supplemental representation at the regional and national level.

Through this RFP, the OCA seeks the assistance of one or more individuals or firms with expertise and experience related to FERC, ISO-NE and the New England wholesale electric market and transmission grid. The OCA votes as an "end user" member of ISO-NE's New England Power Pool (NEPOOL) Participants Committee, a principal stakeholder committee that regularly provides advice and input to ISO-NE. Services sought through this RFP include assistance with those NEPOOL Participants Committee activities as well as with any FERC proceedings related to those activities or that committee. In addition, but to a lesser extent, the OCA seeks assistance with other proceedings, rulemakings and activities at FERC, which are related to ISO-NE, the New England electric market, the New England transmission market and grid, and/or the stakeholders in these markets.

The OCA does not have the staffing or the expertise to regularly participate in the frequent committee meetings that the NEPOOL Participants Committee convenes or in other regionally-related activities convened by ISO-NE or FERC. The OCA also requires expertise to adequately analyze and make informed decisions about the impact of the frequent and voluminous proposals and reports circulated among New England electric stakeholders, which often require expedited responses as well as specific contextual and background knowledge to respond in a meaningful manner. In addition, the OCA requires expert assistance in order to quantitatively analyze the performance of the region's wholesale electric markets and to judge the appropriateness of the regional costs borne by New Hampshire residential customers.

Through this RFP, the OCA seeks assistance for a period of time beginning upon approval by the Governor and Executive Council and ending on June 30, 2015.

Bidders should be aware that the OCA's budget includes only \$60,000 for FY 14 and \$42,250 for FY 15 for the hiring of all outside consultants.

## II. SCOPE OF SERVICES

The contractor(s) shall deliver services at the direction of and in a manner prescribed by the OCA. Deliverables include but are not limited to the following:

- Review and analysis of proposals, reports or other filings considered by the NEPOOL Participants Committee, with a focus on the impacts of such filings on New Hampshire residential electric customers;

- Review and analysis of proposals, reports or other filings considered by the FERC in proceedings related to ISO-NE, New England's wholesale electric market, and/or New England's transmission market and grid, with a focus on the impacts of such filings on New Hampshire residential electric customers;
- Timely and periodic reporting of events and developments occurring in the regional and federal energy forums, with an emphasis on those that impact New Hampshire residential electric customers; and
- Participation on behalf of the OCA in meetings and other events convened by the FERC, the ISO-NE, or one or more stakeholders in the New England electric markets.

A partial listing of the ISO-NE and NEPOOL activities that must be monitored and evaluated by the contracting party for the period of the contract is set forth below. This listing is not intended to be exhaustive and contractors may propose additional activities, keeping in mind the need to provide effective representation for the lowest possible cost.

- Regional Transmission Planning and Resource Adequacy. Decisions about costly transmission projects whose costs are borne by ratepayers are made at the regional level. The OCA requires assistance to meaningfully participate in these decisions.
- NEPOOL Participants Committee. It is critical for the OCA, through its consultant, to monitor this Committee's activities and to participate in votes on issues impacting New Hampshire residential electric customers.
- NEPOOL Markets Committee. The OCA requires assistance to insure that critical market governance rules are sufficiently protective of New Hampshire consumers' interests.
- ISO-NE's Budget. ISO-NE's budget is reviewed annually by FERC. The OCA requires expert assistance to scrutinize the ISO-NE's budget with a goal of protecting New Hampshire consumers from unjust and unreasonable costs. Earlier this year, the OCA participated with a group of regional consumer advocates in a challenge of the ISO-NE's budget, which challenge resulted in commitments by ISO-NE to increased stakeholder participation in future budget processes.
- Consumer Liaison Group. This ISO-NE group is a stakeholder forum comprised of representatives of the ISO-NE and regional consumer organizations and advocates with a purpose of exchanging information about the economic impacts of New England's bulk power system and wholesale electricity markets. The OCA requires assistance with its participation in this group.
- Other ISO-NE, NEPOOL or FERC activities as needed.

Proposals should specify how the contractor and its services will adequately apprise the OCA of the information necessary to make informed decisions; how the contractor will work with the OCA so that, in light of our other duties and limited time, we will be able to participate efficiently and effectively in regional and national activities; and (if applicable) how the contractor can provide services to the OCA in conjunction with similarly-situated clients so as to achieve financial and other economies for the OCA without prejudice to the OCA and its constituents.

### III. CONFIDENTIALITY

The OCA is a state agency subject to RSA 91-A, New Hampshire's Right to Know law. Consequently, the OCA is required to protect from disclosure confidential information that it receives. The contractor selected as a result of this RFP is required to affirmatively agree to likewise protect from disclosure all confidential information to which it has access during the course of its work for the OCA. The contractor must execute a nondisclosure agreement if required.

RSA 91-A, New Hampshire's Right-to-Know law, requires the disclosure of any proposal received by the OCA in response to this RFP. Therefore, if there is any confidential information in your proposal, it must be clearly identified and it must meet the requirements of RSA 91-A for non-disclosure.

### IV. WORK PAPERS

The contractor selected as a result of this RFP is required to make available to the OCA all work papers and source documents as requested.

### V. COMPONENTS OF THE PROPOSAL

The following is a list of the information that must be provided in a proposal. Bidders should respond to all areas listed below, in the order listed.

1. *Corporate/Company Information.* Contractor must provide the OCA with information concerning its corporate/company history; *i.e.*, how many years in business, corporate officers or company principals, location of main and any branch offices, professional and business association memberships, etc.
2. *Personnel Assigned.* Contractor must provide the OCA with a list of all personnel who may be assigned to this project, including the project manager (if applicable), and the contractor shall provide detailed resumes and summaries of each individual reflecting their relevant experience and the nature of their specific responsibilities. During the course of the contract, the OCA must approve in writing any substitutions or changes in personnel assigned to perform the work.
3. *Detailed Budget Proposal.* Contractor must provide the OCA with a detailed budget proposal, as an attachment to the proposal, which identifies the hourly rate for personnel and the rates for any associated expenses, an estimate of the time allocated for each task related to the project(s), any travel expenses, and a not-to-exceed budget amount.
4. *References.* Contractor must provide the OCA with a list of three references for work performed which is similar in scope or content to the services sought through this RFP, preferably work performed within the last 5 years.

5. *Relevant Writing Samples.* Contractor must provide writing samples. Electronic links to documents are preferred over hard copies.
6. *Statement of Disclosure.* Contractor must identify any existing or potential conflicts of interest including those that arise as a result of relationships or affiliations with utility companies under the jurisdiction of the PUC or their affiliates.
7. *Schedule Conflicts.* Contractor must identify any pre-existing professional and personal obligations during the second half of 2013, as well as 2014 and the first half of 2015, which may interfere with meeting the obligations in the contract.

## VI. CRITERIA FOR SELECTION

Cost is a primary consideration, as the OCA has a very limited annual budget for expert assistance, but cost may not be the determining factor in the selection of a winning proposal. In assessing the proposals received and selecting a consultant, the OCA will consider the following criteria:

- a. Knowledge and practical skills and experience that the individual or organization possesses, including that of the staff and any subcontractors assigned to the project.
- b. Experience and qualifications in providing similar services in New Hampshire as well as other states and to other state utility consumer advocates or regulatory agencies.
- c. Availability and accessibility of staff assigned to project, including physical proximity to New Hampshire and travel costs.
- d. Ability to perform and complete the work requested.
- e. Cost of consulting services and expenses, including the competitiveness of the proposed hourly rates and any proposed discounts or other cost-effective benefits. The OCA reserves the right to negotiate lower fees or a different fee structure than proposed with any selected firm(s).
- f. Overall responsiveness to the requirements of the RFP, including completeness, clarity and quality of the proposal.
- g. Interviews, if performed.

## VII. GENERAL BID CONDITIONS

Bids must be typed. One original hard copy and one electronic copy in PDF format must be received. Bids that are incomplete or unsigned will not be considered. The deadline for submitting bids electronically is 4:30 p.m. on Friday, July 3, 2013 (a hard copy must be postmarked by that date). Bids should be addressed to Susan W. Chamberlin, Consumer

Advocate, Office of Consumer Advocate, 21 South Fruit Street, Suite 18, Concord, NH 03301 and sent via email to [ocalitigation@oca.nh.gov](mailto:ocalitigation@oca.nh.gov).

The OCA reserves the right to reject or accept any or all bids, to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to waive irregularities that it considers not material to the bid, to award the contract solely as it deems to be in the best interest of the State, to contract for any portion of the bids submitted, and to contract with more than one bidder if necessary.

All information relating to this bid (including but not limited to fees, contracts, agreements and prices) are subject to the laws of the State of New Hampshire regarding public information.

Any contract awarded from this RFP must be approved by the NH Governor and Executive Council. The approved contract will expire on June 30, 2015. For each project assignment, the Consultant may be required to conduct a project scoping meeting with the OCA. The purpose of the meeting is to review and refine the scope, task and project approach requirements, establish a project plan, with key deliverables and milestone dates, and to establish project management and communication protocols to ensure that the information needs of both the OCA and the Consultant are satisfied.

The OCA at any time, in its sole discretion, may terminate the contract, or postpone or delay all or any part of the contract, upon written notice.

**VIII. CERTIFICATES**

The chosen contractor will be required to provide the following certificates prior to entering into a contract (these materials are not required in responses to the RFP):

New Hampshire Secretary of State's Office Certificate of Good Standing ("CGS")	Individuals contracting in their own name do not need a CGS. Business organizations and trade names need a CGS, except for nonresident nonprofit corporations.
Certificate of Vote Authority ("CVA")	Individuals contracting in their own name do not need a CVA. Business entities and trade names need a CVA.
Certificate of Insurance	Certificate of Insurance form attached with insurance coverage required under the contract. Modifications of insurance coverage required under the contract will be specified in Exhibit C.
Workers' Compensation	Contractor must demonstrate compliance with or exception from RSA 281-A (and if applicable, RSA 228:4-b and RSA 21-I:80, and any other applicable laws or rules).



**IX. FORM OF CONTRACT**

The terms and conditions set forth in Attachment 1 Form P-37 (v. 1/09) General Provisions Agreement will apply to any contract awarded (but does not need to be completed as part of a proposal). Any contract resulting from this bid proposal shall not be deemed effective until it is signed by the Consumer Advocate and approved by the Governor and Executive Council.

Modifications to Form P-37: Proposals may substitute professional liability, errors and omissions, or similar insurance for some or all of the comprehensive general liability insurance identified in Paragraph 14.1.1 of the Form P-37. Any request to modify standard terms in the P-37 must be identified in the bid response.



Company Name	City/Town	State	Zip	E-mail	Website	Exhibit E - Consultants Sent R
Baldwin, Susan	Newburyport	MA	01950	smbaldwin@comcast.net	<a href="http://smbaldwinconsulting.com/">http://smbaldwinconsulting.com/</a>	
Snake Hill Energy Resources, Inc.	North Scituate	RI	02857-291	gbriden@cox.net		
Brevitz Consulting Services	Topeka	KS	66614	dbrevitz@cox.net		
Hill Associates	Hurricane	WV	25526	hillassociates@gmail.com		
La Capra Associates, Inc.	Boston	MA	02110	lsmith@lacapra.com	<a href="http://www.lacapra.com/">http://www.lacapra.com/</a>	
Michael W. Holmes, Esq.	Londonderry	NH	03053			
Roika Loube Saltzer Associates, LLC	Silver Spring	MD	20901	droika@r-l-s-a.com	<a href="http://www.r-l-s-a.com">www.r-l-s-a.com</a>	
Scott J. Rubin	Bloomsburg	PA	17815	Scott.J.Rubin@gmail.com		
Synapse Energy Economics, Inc.	Cambridge	MA	02139	bbiewald@synapse-energy.com	<a href="http://www.synapse-energy.com/">http://www.synapse-energy.com/</a>	
Ariadair Economics Group	Excelsior Springs	MO	64024	tfish@ariadairconomics.com	<a href="http://www.ariadairconomics.com">www.ariadairconomics.com</a>	
Berger Law firm, P.C.	Camp Hill	PA	17011	publicutilitylaw@bergerlawfirm.net	<a href="http://www.bergerlawfirm.net/">http://www.bergerlawfirm.net/</a>	
DAI Management Consultants	Bridgeville	PA	15017	info@daimc.com	<a href="http://www.daimc.com/Contact/contact.asp">http://www.daimc.com/Contact/contact.asp</a>	
Garrett Group L.L.C.	Oklahoma City	OK	73102	mgarrett@garrettgroupllc.com		
The Columbia Group, Inc.	Georgetown	CT	06829	CTCOLUMBIA@AOL.COM		
Vantage Consulting, Inc.	Cudjoe Key	FL	33041	wdrabinski@vantageenergyconsulting.com	<a href="http://www.vantageenergyconsulting.com/">http://www.vantageenergyconsulting.com/</a>	
Natural Gas & Utility Consulting	Andover	MA	01810			
WHN Consulting	The Woodlands	TX	07731	halnovak@whnconsulting.com	<a href="http://www.whnconsulting.com/search.shtml">http://www.whnconsulting.com/search.shtml</a>	
NBrockway & Associates	Boston	MA	02131	nbrockway@aol.com	<a href="http://www.nbrockway.com">www.nbrockway.com</a>	
Roycroft Consulting	Brewster	MA	02631	trevor@roycroftconsulting.org		
Fox, Smolen & Associates, Inc.	Austin	TX	78701	fox@foxsmolen.com	<a href="http://www.foxsmolen.com/">http://www.foxsmolen.com/</a>	
Glenn Blackmon	Olympia	WA	98501	webmail@glennblackmon.com	<a href="http://www.glennblackmon.com/">http://www.glennblackmon.com/</a>	
DSW Consulting, LLC	Stoneham	MA	02180	DOUGLAS.S.WILLIAMS@GMAIL.COM		
Curry & Associates	Austin	TX	78758	rcurry@austin.rr.com		
Economics and Technology, Inc.	Boston	MA	02108	agilmer@econtech.com	<a href="http://www.econtech.com/index.php">http://www.econtech.com/index.php</a>	
Barbara R. Alexander	Winthrop	ME	04364	barbalex@ctel.net		
Christensen Associates Energy Consulting	Madison	WI	53705	Lkirsch@CAEnergy.com	<a href="http://www.caenergy.com/">http://www.caenergy.com/</a>	
Micronomics, Inc.	Washington	DC	02005			
David Gardiner & Associates, LLC	Marshfield	MA	02050	david@dgardiner.com		
Blue Ridge Consulting Services, Inc.	Greenville	SC	29607	info@blueridgecs.com	<a href="http://www.blueridgecs.com/index.htm">http://www.blueridgecs.com/index.htm</a>	
Fisher Sheehan & Colton	Belmont	MA	02478	roger@FSCOnline.com	<a href="http://www.fsconline.com/">http://www.fsconline.com/</a>	
Hudson River Energy Group	Albany	NY	12210	fradigan@aol.com		
Overland Consulting	Leawood	KS	66211	contact@overlandconsulting.com	<a href="http://overlandconsulting.com/main/">http://overlandconsulting.com/main/</a>	
Ronald J. Binz	Denver	CO	80220	rbinz@rbinz.com	<a href="http://www.rbinz.com/First%20Page.html">http://www.rbinz.com/First%20Page.html</a>	
Russell Consulting	Newburyport	MA	01950	df@RussellConsulting.org	<a href="http://russellconsulting.org/resume.htm">http://russellconsulting.org/resume.htm</a>	
D'Onofrio & Associates, LLC	Powell	OH	43065	info@donofrioassociatesllc.com	<a href="http://www.donofrioassociatesllc.com/">http://www.donofrioassociatesllc.com/</a>	
Gorham, Gold, Greenwich & Associates	Overland Park	KS	66283	solve@ggga.net	<a href="http://ggga.net/">http://ggga.net/</a>	
NorthPoint Consulting Group, LLC	West Lebanon	NH	03784	Northpointgroup@aol.com	<a href="http://npcgllc.com/NPCG/Home.html">http://npcgllc.com/NPCG/Home.html</a>	
William Dunkel and Associates	Pleasant Plains	IL	62677	bdunkel@aol.com		
Tellus Institute	Boston	MA	02116	praskin@tellus.org	<a href="http://www.tellus.org/">http://www.tellus.org/</a>	
SVL Holding Corporation	Placentia	CA	92870	svle@usa.net		
Pacific Economics Group	Madison	WI	53703	mnlowry@pacificeconomicsgroup.com	<a href="http://www.pacificeconomicsgroup.com/">http://www.pacificeconomicsgroup.com/</a>	
Ostrander Consulting	Topeka	KS	66615	bionostrand@cox.net		

Martin Roth Cohen & Associates	Chicago	IL	60625	MRC2633@yahoo.com	<a href="http://martinrothcohen.com/index.html">http://martinrothcohen.com/index.html</a>
Liberty Consulting Group	Deerfield	NH	03037		
Accion	Stowe	VT	05672	LL@pshift.com	
Lawrence Lackey	Livonia	MI	48154	donnaramas@aol.com	<a href="http://www.larkin-associates.net/">http://www.larkin-associates.net/</a>
Larkin & Associates, PLLC	State College	PA	16801	jr@psu.edu	
J. Randall Woolridge, PhD	Old Greenwich	CT	06870	rhenkes@optonline.net	
Henkes Consulting	Olympia	WA	98501	mail@glennblackmon.com	<a href="http://www.glennblackmon.com/">http://www.glennblackmon.com/</a>
Glenn Blackmon, PhD	Austin	TX	78757		<a href="http://www.ducinc.net/">http://www.ducinc.net/</a>
Diversified Utility Consultants, Inc.	Tallahassee	FL	32309	mcicchetti@embarqmail.com	<a href="http://www.markicicchetti.com/index.html">http://www.markicicchetti.com/index.html</a>
Cicchetti & Co.	Washington	DC	20005	Knight@bwmq.com	<a href="http://www.bwmq.com/mos/Frontpage/">http://www.bwmq.com/mos/Frontpage/</a>
Brown Williams Moorhead & Quinn, Inc.	Portland	ME	04106	paulina_collins@yahoo.com	
Paulina McCarter Collins, Esq.	Newton	MA	02459	davidgabel@aol.com	
Gable Communications, Inc.	Washington	D.C.	20037	info@ei.com	<a href="http://www.ei.com/contact.php">http://www.ei.com/contact.php</a>
Economists Incorporated	Columbia	MD	21044	topcat@exeterassociates.com	<a href="http://www.exeterassociates.com/">http://www.exeterassociates.com/</a>
Exeter Associates, Inc.	Swampscott	MA	01907	DNT@dtownsend.com	<a href="http://www.dntownsend.com/dnta/">http://www.dntownsend.com/dnta/</a>
David Townsend & Associates	Baton Rouge	LA	70808	info@acadianconsulting.com	<a href="http://acadianconsulting.com/wsdindex.html">http://acadianconsulting.com/wsdindex.html</a>
Acadian Consulting Group	West Lawn	PA	19609	emmett.lien@utilitech.com	<a href="http://www.utilitech.com/">http://www.utilitech.com/</a>
Utilitech, Inc.	Montpelier	VT	05602	info@raponline.org	<a href="http://www.raponline.org/">http://www.raponline.org/</a>
The Regulatory Assistance Project	Cottleville	MI	63304	mstarkey@qsiconsulting.com	<a href="http://www.qsiconsulting.com/Default.aspx">http://www.qsiconsulting.com/Default.aspx</a>
QSI Consulting, Inc.	Richmond	VA	23235		<a href="http://www.tai-econ.com">www.tai-econ.com</a>
Technical Associates, Inc.	Austin	TX	78734	Information@TAI-Econ.com	<a href="http://www.causeyengineering.com/">http://www.causeyengineering.com/</a>
Causey Engineering, LLC	Denver	CO	80209	info@mcfaddenconsulting.com	<a href="http://mcfaddenconsulting.com/">http://mcfaddenconsulting.com/</a>
Mcfadden Consulting	Arlington	MA	02476	pchernick@resourceinsight.com	<a href="http://resourceinsight.com/">http://resourceinsight.com/</a>
Resource Insight, Inc.	St. Louis	MO	63141	bai@consultbai.com	<a href="http://www.consultbai.com">www.consultbai.com</a>
Brubaker & Associates, Inc.	Tallahassee	FL	32309	bj@benjohnsonassociates.com	<a href="http://www.benjohnsonassociates.com/">http://www.benjohnsonassociates.com/</a>
Ben Johnson Associates, Inc.	Cleveland	OH	44140		
Yankel & Associates Inc					
Vermont Energy Investment Corp.					
Signal Hill					
Robert J. Plonski	Harrisburg	PA	17109	bplonski1@verizon.net	<a href="http://www.snavely-king.com">www.snavely-king.com</a>
Snavely King Majoros O'Connor & Lee, Inc.	Washington	DC	20005	david@schlissel-technical.com	<a href="http://schlissel-technical.com/about">http://schlissel-technical.com/about</a>
Schlissel Technical Consulting					

## Paul R. Peterson

Principal Associate  
Synapse Energy Economics  
485 Massachusetts Ave., Suite 2, Cambridge, MA 02139  
(617) 453-7029 • fax: (617) 661-0599  
www.synapse-energy.com

### EMPLOYMENT

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

*Principal Associate, March 2001 - present.*

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

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

*Coordinator of Regulatory Affairs, 2000 – 2001.*

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

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

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

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

*Policy Analyst, 1997 - 1998.*

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

*Utilities Analyst, 1990 - 1997.*

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

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

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

*Area Energy Agent*, 1985 - 1990.

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

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

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

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

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

## EDUCATION

**Admitted to Vermont Bar**, February 1992

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

Juris Doctor degree, cum laude, May 1990

American Jurisprudence Award: Remedies, 1989

Merit Scholarship recipient

Student Bar Association Representative

**Williams College**, Williamstown, MA

Bachelor of Arts degree, cum laude, June 1974

Political Science and Environmental Studies

Tyng Scholarship recipient

**National Judicial College**, Reno, NV

Administrative Hearings, Sept., 1994

Civil Mediation, March, 1996

Civil Mediation, July, 1997 (faculty assistant)

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

1995-1996, member

1996-1997, member

**Continuing Legal Education**, Vermont Bar Association

Americans with Disabilities Act, April 1992

Ethical Issues/Governmental Agencies, October 1992

Advance Medical Directives, May 1993

Family Law Workshop, September 1993

Negotiating Settlements, May 1994

Physician Assisted Suicide Symposium, October 1996

Electric Industry Restructuring, March 1999

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

## RECENT PUBLICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

### **TESTIMONY**

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

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

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

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

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

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

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

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

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

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

## **PROFESSIONAL CONFERENCES**

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

Resume dated July 2013.

## Doug Hurley

Principal Associate  
Synapse Energy Economics  
485 Massachusetts Ave., Suite 2, Cambridge, MA 02139  
(617) 453-7032 • fax: (617) 661-0599  
www.synapse-energy.com  
dhurley@synapse-energy.com

### PROFESSIONAL EXPERIENCE

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

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

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

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

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

**EDUCATION**

**Cornell University**, Ithaca, NY. 1988-1992.  
B.S. in Electrical Engineering, received May 1992.

**PUBLICATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## TESTIMONY

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

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

Resume dated July 2013.

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## Sarah E. Jackson

Associate

Synapse Energy Economics

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### PROFESSIONAL EXPERIENCE

**Synapse Energy Economics Inc**, Cambridge, MA. *Associate*, September 2011 – present.

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

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

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

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

*Chair, Watchdog Committee*, 2007- 2011.

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

*Steering Committee Member*, 2005 – 2011.

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

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

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

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

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

## EDUCATION

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

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

## PUBLICATIONS

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

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

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

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

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

Updated July 2013

The OCA posted the request for proposals (RFP) for services on its website on June 19, 2013 and also provided an electronic copy of the RFP via electronic mail to all of the consulting firms that are listed in our consultant database. See Exhibit E. The OCA received one proposal in response to the RFP.

The proposal received was from Synapse Energy Economics, Inc.

The OCA had three staff members review the proposals: Susan Chamberlin, Consumer Advocate; Rorie E.P. Hollenberg, Assistant Consumer Advocate; and Stephen R. Eckberg, Utility Analyst. Each reviewer considered:

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

After this process, the reviewers determined that the OCA should seek approval to contract with Synapse Energy Economics, Inc.



State of New Hampshire  
Department of State

CERTIFICATE

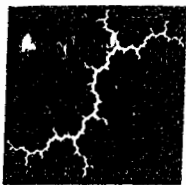
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SYNAPSE ENERGY ECONOMICS, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on August 13, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16<sup>th</sup> day of July, A.D. 2013

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

William M. Gardner  
Secretary of State



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

Certified Resolution

I, Bruce Biewald, Secretary of Synapse Energy Economics, Inc., a Massachusetts corporation (Synapse Energy Economics, Inc.), do hereby certify that a resolution was duly adopted at a meeting of the board of Directors of Synapse Energy Economics, Inc., duly held and convened on July 12, 2013 at which meeting a duly constituted quorum of the board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

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

IN WITNESS WHEREOF, the undersigned has affixed his signature this fifteenth day of July, 2013.

Bruce Biewald, President & Secretary

Date: July 15, 2013

Notary



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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/13

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

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

<b>PRODUCER</b> Dudley Borland / Ellis Andrews Insurance Agency, Inc. 30 Brattle St./P.O. Box 380194 Cambridge, MA 02238-0194 Dudley & Borland/Ellis & Andrews	617-876-2440	<b>CONTACT NAME:</b>	
	617-492-3141	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A: Hartford Insurance</b>	<b>NAIC #</b> 19682
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
 Synapse Energy Economics, Inc.  
 Attn: Jeannie Ramey  
 485 Massachusetts Ave. 2nd FL  
 Cambridge, MA 02139

**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 SUBR INSR	WVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			08SBAEU6372	06/19/13	06/19/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			08SBAEU6372	06/19/13	06/19/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			08SBAEU6372	06/19/13	06/19/14	EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 6,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WECEF0231	06/19/13	06/19/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input type="checkbox"/> N				E L EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E L DISEASE - EA EMPLOYEE \$ 500,000
							E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Consultant - management

**CERTIFICATE HOLDER**

NHCON-1

New Hampshire Office of  
 The Consumer Advocate  
 21 S. Fruit Street, Suite 18  
 Concord, NH 03301-2429

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Francis X. O'Leary*

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