

THE STATE OF NEW HAMPSHIRE

JOR 47

CHAIRMAN  
Martin P. Honigberg

COMMISSIONERS  
Robert R. Scott  
Kathryn M. Bailey

EXECUTIVE DIRECTOR  
Debra A. Howland



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1-800-735-2964

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FAX (603) 271-3878

Website:  
www.puc.nh.gov

**PUBLIC UTILITIES COMMISSION**

21 S. Fruit Street, Suite 10  
Concord, N.H. 03301-2429

April 14, 2017

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

Your Excellency and Honorable Councilors:

**REQUESTED ACTION**

Pursuant to RSA 365:37, II and III, authorize the Public Utilities Commission to enter into a **SOLESOURCE** contract amendment with Raab Associates, Ltd., (VC#272174), 118 South Street, Boston, MA 02111, by increasing the amount by \$10,000 from \$100,000 to \$110,000. Pursuant to RSA 365:37, III the original contract was approved by the Attorney General's Office on March 3, 2016. Funding is 100% Utility Assessment.

Funds will be available, pursuant to RSA 365:37, II, in account 02-81-81-810010-52070000-046-500464, General Consultants, for FY 2017.

<u>FY 2017</u>	<u>Total</u>
\$110,000	\$110,000

**EXPLANATION**

Pursuant to RSA 365:37, III, the Public Utilities Commission (Commission) respectfully requests authority to amend a contract with Raab Associates, Ltd (Raab). This contract is for facilitation and mediation services related to the Commission's Grid Modernization Docket (Docket IR 15-296). Raab had recently developed a tested and successful framework for working with stakeholders on grid modernization issues for the Commonwealth of Massachusetts. Because they had worked with many of the same stakeholders in Massachusetts, the Commission was able to take advantage of efficiencies from that work to negotiate a favorably priced sole source contract. The increase in the contract amount is necessary because of a need to conduct additional stakeholder process.

The requested amendment is **SOLE SOURCE** because the additional stakeholder work in the Grid Modernization Docket is closely related to the other work Raab has conducted in that docket.

The contract amount will not affect the General Fund. Funds will be assessed pursuant to RSA 365:37, II which permits the Commission to obtain experts and assess the costs to a utility.

Your consideration of our request is appreciated.

Respectfully submitted,



Martin P. Honigberg  
Chairman

**AMENDMENT No. 1  
PROFESSIONAL SERVICES CONTRACT**

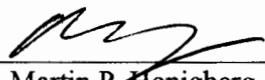
Now comes the New Hampshire Public Utilities Commission (Commission) and RAAB Associates, LTD (Contractor) and, pursuant to an agreement for professional consulting services between the Commission and the Contractor which was approved by the Attorney General's Office on March 3, 2016, hereby agree to amend and modify said agreement as follows:

1. Item 1.8 of the agreement is hereby amended such that the price limitation is changed from \$100,000 to \$110,000.00.
2. Exhibit B of the agreement is hereby amended to change all relevant references therein from \$100,000 to \$110,000.00.
3. This amendment shall take effect upon approval by the Governor and Council.
4. All other provisions of the agreement remain in full force and effect according to their terms.

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

IN WITNESS WHEREOF, the parties hereto have set their hands on this 12 day of April, 2017.

THE STATE OF NEW HAMPSHIRE  
Public Utilities Commission

By:   
Martin P. Honigberg, Chairman

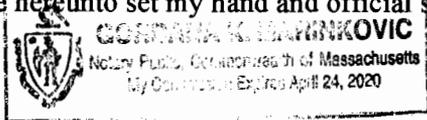
RAAB ASSOCIATES, LTD.

By:   
Jonathan Raab, President

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK, ss.

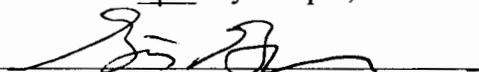
On this the 12 day of April, 2017, before me personally appeared Jonathan Raab, who acknowledged himself to be the individual who executed the forgoing instrument for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.



By:   
Notary Public/Justice of the Peace

Approved as to form, substance, and execution by the Attorney General this 19 day of April, 2017.

By:   
Brian Buonamano, Asst. Attorney General

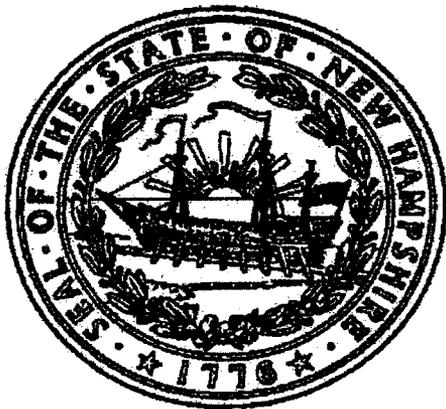
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RAAB ASSOCIATES, LTD. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on February 02, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 738207



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

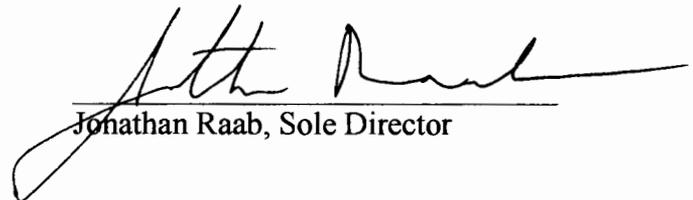
**RAAB ASSOCIATES, LTD**

**ACTION OF SOLE DIRECTOR  
IN LIEU OF A SPECIAL MEETING OF THE SOLE DIRECTOR**

The undersigned, being the sole director of Raab Associates, Ltd., a Massachusetts corporation (the, "Corporation"), acting in accordance with Chapter 156B, Section 59 of the Massachusetts General Laws, do hereby consent to the adoption of the following Vote without a meeting of the sole director, and the undersigned hereby declare such vote to be in full force and effect:

VOTED: To authorize its President, Jonathan Raab, to negotiate and execute contracts and other legal documents on behalf of Raab Associates, Ltd.

EXECUTED as an instrument under seal as of the 12<sup>th</sup> day of April.

  
Jonathan Raab, Sole Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2017

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

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

<b>PRODUCER</b> <b>Morse Insurance Agency, Inc.</b> <b>285 Washington Street</b>  <b>North Easton MA 02356</b>	<b>CONTACT NAME:</b> Karen Forrest <b>PHONE (A/C No, Ext):</b> (508)238-0056 <b>E-MAIL ADDRESS:</b> karenforrest@morseins.com	<b>FAX (A/C No):</b> (508)230-8367
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>RAAB ASSOCIATES LTD</b> <b>118 SOUTH ST</b>  <b>BOSTON MA 02111-2824</b>	<b>INSURER A:</b> Selective Insurance Company of	<b>NAIC #</b> 12572
	<b>INSURER B:</b> Selective Insurance Company of the	<b>NAIC #</b> 39926
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 17-18 master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2093213	4/2/2017	4/2/2018	EACH OCCURRENCE \$ 2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
		MED EXP (Any one person) \$ 10,000					
		PERSONAL & ADV INJURY \$ 2,000,000					
		GENERAL AGGREGATE \$ 4,000,000					
		PRODUCTS - COMP/OP AGG \$ 4,000,000					
		\$					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			S 2093213	4/2/2017	4/2/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
		BODILY INJURY (Per person) \$					
		BODILY INJURY (Per accident) \$					
		PROPERTY DAMAGE (Per accident) \$					
		\$					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$
		AGGREGATE \$					
		\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 7994786	4/2/2017	4/2/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  <b>New Hampshire Public Utilities Commission</b> <b>21 S. Fruit St, Ste 10</b> <b>Concord, NH 03301-2429</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Karen Forrest/KMF <i>Karen Forrest</i>

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Subject: IR 15-296 Grid Modernization Facilitator/Mediator

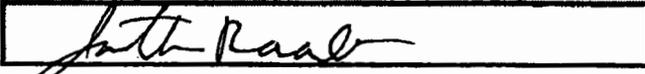
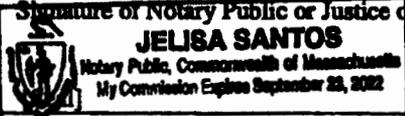
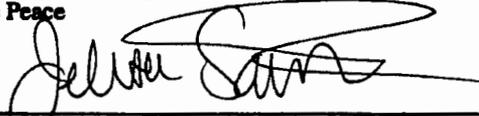
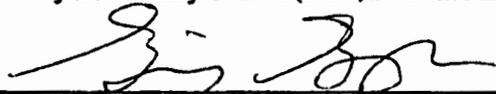
FORM NUMBER P-37 ( version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Public Utilities Commission		1.2 State Agency Address 21 S. Fruit Street, Suite 10, Concord, NH 03301-2429	
1.3 Contractor Name Raab Associates, Ltd.		1.4 Contractor Address 118 South Street, Suite 3A, Boston MA 02111	
1.5 Contractor Phone Number 617-350-5544	1.6 Account Number 52070000	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Thomas C. Frantz		1.10 State Agency Telephone Number 603-271-2431	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Raab, President	
1.13 Acknowledgement: State of MA, County of Suffolk On 2/11/2016, 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  Jelisa Santos Notary Public, Commonwealth of Massachusetts My Commission Expires September 23, 2022			
1.13.2 Name and Title of Notary or Justice of the Peace Jelisa Santos, Relationship Banker			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Martin P. Honigberg, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3/3/16			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials JR  
Date 2/11/16

**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

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.

**Exhibit A**

**SCOPE OF SERVICES**

**NH PUC—Grid Modernization Stakeholder Process**

**Facilitator/Mediator**

**Scope of Work:**

Raab Associates, Ltd. (Contractor) will work with the staff of the New Hampshire PUC (Staff) to finalize the design of a stakeholder process to address electric grid modernization issues and policies for New Hampshire. The stakeholder process design will include a detailed workplan, schedule, and structure/membership. Contractor will also provide input to Staff and the Commission on a scoping order that will initiate the stakeholder process.

Contractor will then develop detailed agendas for each stakeholder meeting (currently anticipated to be eight meetings over a year from commencement of the contract). Contractor will also work with presenters ahead of each meeting to ensure effective presentations. Contractor will then facilitate/mediate each meeting. Following each meeting, Contractor will provide meeting summaries based on notes provided by Staff. Contractor will also be responsible for all communications with stakeholders following the initial scoping order.

At the end of the process, working with Staff and its consultant, Contractor will develop a draft and then a final report that includes the results of any fact finding conducted during the stakeholder process, as well as recommendations from the stakeholders for the Commission on the range of grid modernization issues included in the stakeholder process.

**Deliverables:**

Stakeholder process design workplan  
Meeting agendas and meeting summaries  
Draft and final report

Contractor will complete the above work by the earlier of December 31, 2017, or the time set by procedural schedule in Docket IR 15-296 *Electric Distribution Utilities, Investigation into Grid Modernization*, as that procedural schedule may be amended from time to time by the Commission.

Contractor Initials     JR      
Date 2/11/16

**EXHIBIT B**

**BUDGET, LIMITATION ON PRICE, AND PAYMENT**

1. **Estimated Budget:** The Contractor will charge for professional consulting services for time involved and expenses incurred for an amount not to exceed \$100,000.00. Services will be provided at the following hourly rates:

\*The asterisked names below are team members to be devoted to this project. Others may assist as needed.

<b>Labor Category</b>	<b>Name</b>	<b>Labor Rate (Fully Loaded) (\$/hr)</b>
Principal Consultant <i>Project Manager</i>	Jonathan Raab	\$275
Principle Consultant	Susan Rivo	\$125
Principle Consultant		

2. **Price Limitation:** The contract shall not exceed One Hundred Thousand Dollars (\$100,000.00).
3. **Method of Payment:** Payment to be made on completion of work on the basis of monthly invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. Invoices will provide adequate back-up including the dates and hours worked per individual during the month and the service provided during those hours. Invoices will be submitted to: Business Office, New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

Payments hereunder are contingent upon the availability of funds assessed pursuant to RSA 365:37,II. The Commission will assess the costs of the contract to the appropriate party(ies) and upon payment of the assessment, will process payment to the Contractor. General Funds will not be requested to support this contract.

Contractor Initials JSR  
Date 2/11/16

**EXHIBIT C**

**SPECIAL PROVISIONS**

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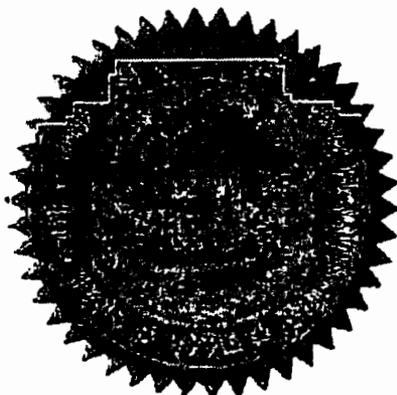
Contractor Initials JR  
Date 2/11/16

**State of New Hampshire  
Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RAAB ASSOCIATES, LTD., a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on February 2, 2016. I further certify that all fees 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 2<sup>nd</sup> day of February, A.D. 2016



*William M. Gardner*

William M. Gardner  
Secretary of State

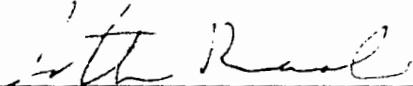
**RAAB ASSOCITES, LTD**

**Action of Sole Director  
In Lieu of a Special Meeting of the Sole Director**

The undersigned, being the sole director of Raab Associates, Ltd., a Massachusetts corporation (the "Corporation"), acting in accordance with Chapter 156B, Section 59 of the Massachusetts General Laws, do hereby consent to the adoption of the following Vote without a meeting of the sole director, and the undersigned hereby declare such vote to be in full force and effect:

**VOTED:** To authorize its President, Jonathan Raab, to negotiate and execute contracts and other legal documents on behalf of Raab Associates, Ltd.

**EXECUTED** as an instrument under seal as of 11 day of February 2016

  
\_\_\_\_\_  
Jonathan Raab, Sole Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/10/2016

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

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

<b>PRODUCER</b> Morse Insurance Agency, Inc. 12 Post Office Square  Sharon MA 02067	<b>CONTACT NAME:</b> Karen Forrest <b>PHONE (A/C No. Ext.):</b> (781) 784-8444 <b>E-MAIL ADDRESS:</b> karenforrest@morseins.com	<b>FAX (A/C. No.):</b> (781) 784-4147
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> RAAB ASSOCIATES LTD 118 SOUTH ST  BOSTON MA 02111-2824	<b>INSURER A:</b> Selective Insurance Company of	<b>NAIC #</b> 12572
	<b>INSURER B:</b> Selective Insurance Company of the	<b>NAIC #</b> 39926
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 15-16 master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		S 2093213	4/2/2015	4/2/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000 \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	<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 N	N/A	WC 7994786	4/2/2015	4/2/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  New Hampshire Public Utilities Commission 21 S. Fruit St, Ste 10 Concord, NH 03301-2429	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Karen Forrest/KMF <i>Karen Forrest</i>