

THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

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

CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Robert R. Scott
Kathryn M. Bailey

EXECUTIVE DIRECTOR
Debra A. Howland

5D mac
TDD Access: Relay NH
1-800-735-2964

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

June 1, 2016

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

Your Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the New Hampshire Public Utilities Commission (Commission) to amend its contract with The Liberty Consulting Group, Quentin, PA, Vendor Code #166984 in the amount of \$299,940.00 to conduct a management and operations audit of EnergyNorth Natural Gas d/b/a Liberty Utilities by extending the contract completion date to December 30, 2016 from the original contract end date of June 30, 2016. No additional funding is involved in this time extension. The original contract was approved by Governor and Council on November 4, 2015, Item #36. 100% Other Funds (Public Utility Assessment).

EXPLANATION

The Commission respectfully requests a six-month extension to the end date of the contract due to delays in establishing a common understanding of the expectations and the work to be accomplished during the audit. This delay impacted the required data gathering, reviewing documents, conducting interviews, analyzing the information obtained, developing recommendations, and preparing a final report. This six month extension is required to thoroughly conduct the management and operations audit.

Your approval of our request is appreciated.

Respectfully submitted,

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

Martin P. Honigberg,
Chairman

**AMENDMENT No. 1
PROFESSIONAL SERVICES CONTRACT**

Now comes the New Hampshire Public Utilities Commission, hereinafter "the Agency", and The Liberty Group, hereinafter "the Contractor," and, pursuant to an agreement between the parties which was approved by the Governor and Council as Item 36 on November 4, 2015, hereby agree to modify same as follows:

1. Item 1.7 of said agreement is hereby modified such that the completion date is changed from June 30, 2016 to December 31, 2016.
2. This amendment shall take effect upon Governor and Council approval.
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 on this 24th day of May, 2016.

THE STATE OF NEWHAMPSHIRE
Public Utilities Commission

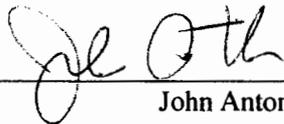
By:



Martin P. Honigberg

The Liberty Group

By:



John Antonuk, President

STATE OF Pennsylvania
County of Dauphin

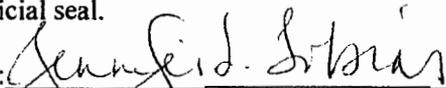
On this the 23rd day of May, 2016, before me personally appeared, John Antonuk who acknowledged himself to be the individual who executed the forgoing instrument for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Jennifer L. Tobias, Notary Public
Heidelberg Twp., Lebanon County
My Commission Expires Oct. 30, 2019

By: 

Notary Public/Justice of the Peace

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Approved as to form, substance and execution by the Office of the Attorney General this 1st day of May, 2016.

Jne

By: 

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 THE LIBERTY CONSULTING GROUP, INC. a(n) Pennsylvania corporation, is authorized to transact business in New Hampshire and qualified on April 7, 1998. 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 6th day of May, A.D. 2016

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

William M. Gardner
Secretary of State



THE LIBERTY CONSULTING GROUP

279 N. Zinns Mill Rd Suite H Lebanon, PA 17042 (717) 270-4500 (717) 270-0555 fax

CERTIFICATE OF AUTHORITY

I, Virginia Lowe, as Corporate Secretary of the Liberty Consulting Group, Inc., certify that John Antonuk, President, is authorized to enter into a contract with the State of New Hampshire on behalf of the company.

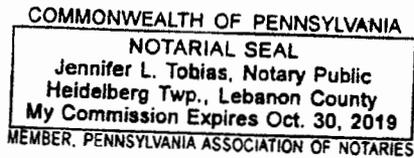
In witness whereof, I have set my hand as Corporate Secretary of the business this 23rd day of May, 2016.

Virginia Lowe, Corporate Secretary

State of Pennsylvania County of Lebanon

On May 23 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate know to me (or satisfactorily proven) to be the Corporate Secretary of the corporation identified in the foregoing certificate, and I acknowledge that she executed the foregoing certificate.

In Witness whereof I hereunto set my hand and official seal.



Jennifer L Tobias, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

LIBCO-1

OP ID: AS

DATE (MM/DD/YYYY)

06/01/2016

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

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

PRODUCER Deibler, Straub & Troutman P.O. Box 828, 2 W. Main Street Elizabethville, PA 17023 Amie Savidge	CONTACT NAME: PHONE (A/C, No, Ext): 717-362-8600		FAX (A/C, No): 717-362-3079
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Liberty Consulting Group, Inc. 279 N Zinns Mill, Rd Ste H Lebanon, PA 17042	INSURER A: Ohio Casualty Insurance Co.		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZS55843007	10/23/2015	10/23/2016	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 15,000
							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 <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BZS55843007	10/23/2015	10/23/2016	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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

NEWHAMP	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
New Hampshire Public Utilities Commission 21 S Fruit St, Suite 10 Concord, NH 03301	
	AUTHORIZED REPRESENTATIVE 

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CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Robert R. Scott
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EXECUTIVE DIRECTOR
Debra A. Howland

THE STATE OF NEW HAMPSHIRE



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

TDD Access: Relay NH
1-800-735-2964
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FAX (603) 271-3878
Website:
www.puc.nh.gov

October 21, 2015

Her Excellency, Governor Margaret Wood Hassan
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 contract with The Liberty Group, 65 Main Street, P.O. Box 1237, Quentim, PA 17083, Vendor Code #166984 for the conduct of a management and operations audit of EnergyNorth Natural Gas d/b/a Liberty Utilities effective upon the date of Governor and Council approval through June 30, 2016, in an amount not to exceed \$299,940.00. Funding is 100% Utility Assessment.

Funds will be available, pursuant to RSA 365:37, II, in account 02-81-81-810010-33260000-046-500464, Liberty Utility Project, General Consultants, for FY 2016.

<u>FY2016</u>	<u>Total</u>
\$299,940.00	\$299,940.00

EXPLANATION

The Public Utilities Commission (Commission) respectfully requests authority to enter into a contract in an amount not to exceed \$299,940.00 with The Liberty Consulting Group (LCG), a consulting firm specializing in the regulated utilities industry, to conduct an independent management and operations audit of EnergyNorth Natural Gas d/b/a Liberty Utilities. Pursuant to RSA 365:37, III (effective June 5, 2012), the Commission shall seek approval of governor and council for contracts with experts greater than \$100,000 for investigations or proceedings that do not involve the acquisition, merger, transfer, sale, or lease of the works or system of a public utility.

Liberty Utilities acquired EnergyNorth Natural Gas and Granite State Electric Company from National Grid in July 2012. Liberty Utilities created a new presence in New Hampshire following its acquisition of EnergyNorth Natural Gas and Granite State Electric Company. As with many new or transitioning companies, Liberty Utilities has experienced growing pains which have affected its relationship with its customers and its ability to deliver the

quality of service to its customers that it would like to deliver. The Commission believes the transition to a new regulatory environment has also created some challenges for Liberty with its accounting functions.

In September 2013, EnergyNorth Natural Gas customer accounts were converted from National Grid's systems to Liberty Utilities' systems. The accounts of Granite State Electric customers were converted in July 2014. While the focus of this audit is on the customer service and accounting functions of EnergyNorth Natural Gas, Granite State shares the same systems and follows the same policies and procedures.

As part of a settlement agreement in Liberty Utilities' recent rate filing, DG 14-180, Liberty Utilities, Commission staff and the Office of the Consumer Advocate agreed that a targeted audit would be conducted by an independent consultant selected by the Commission following a competitive bid process. On June 26, 2015, the Commission issued Order No. 25,797 approving the settlement.

The Commission issued a Request for Proposals (RFP) on July 24, 2015. The notice of the RFP was published in the Union Leader for three days and was posted on the Commission's website. The Commission received eight responses to its RFP. An evaluation team comprised of the Director of the Commission's Consumer Affairs Division, the Assistant Director of the Commission's Gas and Water Division and an attorney from the Commission's Legal Division reviewed the RFP responses. Four respondents were eliminated from consideration as their bid responses contained little, if any, relevant experience. A fifth respondent was eliminated from further consideration as the quoted price of \$732,100 significantly exceeded quotes from other bidders. The remaining three bid responses were reviewed and scored using the selection criteria identified in the RFP, weighted as follows: 40% relevant experience, 30% work plan and 30% price. After the bids were scored and ranked, LCG was the top ranked bidder. The evaluation team reviewed the work product of similar projects undertaken by LCG and checked LCG's references. While LCG's bid was the highest priced of the top three bidders, the evaluation team concluded that the quality of LCG's work plan and the related experience of its proposed project team make it best suited to conduct the customer service and accounting management audit of Liberty Utilities. Based upon the above, the Commission selected LCG to perform the contracted for work.

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 the utility, Liberty Utilities.

Your consideration of our request is appreciated.

Respectfully submitted,



Martin P. Honigberg
Chairman

Attachments:
Bid Process
Agreement with Exhibits

G&C 10/21/2015
Page 2 of 2
Initials *MH/11*
Date *10/7/15*

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE: September 11, 2015

AT (OFFICE): NHPUC

FROM: Amanda Noonan

SUBJECT: DG 14-180
Management Audit of the Customer Service and Accounting Functions
of EnergyNorth Natural Gas d/b/a Liberty Utilities

TO: Martin Honigberg
Robert Scott
Kathryn Bailey
Debra Howland

CC: Stephen Frink
Michael Sheehan

On July 24, 2015, a request for proposals (RFP) was issued seeking proposals from qualified firms or individuals to conduct a targeted management audit focused on the customer service and accounting functions of Liberty Utilities. The scope of work was consistent with that proposed in the settlement agreement filed in DG 14-180 and approved by the Commission on June 26, 2015 in Order No. 25,797.

Eight proposals were received on or before the submittal deadline of 4:00 pm on August 21, 2015. Proposals were received from the following:

1. Blue Ridge Consulting Services, Inc.
2. Gorham, Gold, Greenwich and Associates (G3)
3. The Liberty Consulting Group
4. Ron L. Beaulieu and Company, Certified Public Accountants
5. Sage Management Consultants, LLC
6. Schumaker & Company, Inc.
7. Silverpoint Consulting LLC
8. Williams Consulting, Inc. (WCI)

A review team consisting of Stephen Frink, Assistant Director of the Gas and Water Division, Michael Sheehan, Staff Attorney, and Amanda Noonan, Director of the Consumer Affairs Division met to review the bid responses on August 31, 2015. Bid responses were reviewed and ranked based on the following: relevant experience, work plan and price. Each ranking was weighted with 40% assigned to relevant experience and 30% assigned to the work plan and the price.

Following the review, bid responses received from Ron L. Beaulieu and Company, Sage Management Consultants, LLC, Schumaker & Company, Inc., and Silverpoint Consulting, LLC were eliminated from consideration as their bid responses contained little, if any, relevant experience. G3 was also eliminated from consideration as the quoted price significantly exceeded quotes from other bidders. The remaining three bid responses – those from Blue Ridge Consulting Services, Inc., the Liberty Consulting Group, and WCI – were ranked and weighted as shown in the tables below.

RANKING			
	Price	Relevant Experience	Work Plan
Blue Ridge	3	3	2
	(\$289,000)		
Liberty Consulting	3	4	4
	(\$299,940)		
WCI	4	3	1
	(\$207,464)		

WEIGHTED RANKING				
	Price (30%)	Relevant Experience (40%)	Work Plan (30%)	Total
Blue Ridge	.90	1.20	.60	2.70
Liberty Consulting	.90	1.60	1.20	3.70
WCI	1.20	1.20	.30	2.70

The Staff review team recommends the Commission award the bid to the Liberty Consulting Group. While the price quote in the Liberty Consulting bid is higher than that of the other two bidders, the quality of Liberty Consulting's work plan and the related experience of its proposed project team make it best suited to conduct the customer service and accounting management audit of Liberty Utilities. The Staff review team has reviewed the work product of similar products cited by the Liberty Consulting Group and checked references to verify the accuracy of the bid information and the quality of the work.

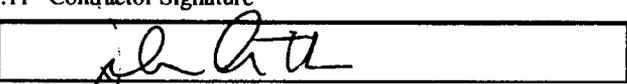
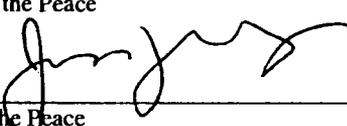
Subject: The Liberty Consulting Group - Management Audit Liberty Utilities (ENGI) FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Public Utilities Commission</u>		1.2 State Agency Address <u>21 South Fruit Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>The Liberty Consulting Group</u>		1.4 Contractor Address <u>65 Main Street, P.O. Box 1237, Quentin, PA 17083</u>	
1.5 Contractor Phone Number <u>717-270-4500</u>	1.6 Account Number <u>33260000-500464</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$299,940.00</u>
1.9 Contracting Officer for State Agency <u>Amanda Noonan, Director of Consumer Affairs</u>		1.10 State Agency Telephone Number <u>603-271-2431</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>John Antonuk, President</u>	
1.13 Acknowledgement: State of <u>Florida</u> , County of <u>Sarasota</u> On <u>October 1, 2015</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  			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Jessica Headley, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Martin P. Honigberg, Chairman</u>	
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: <u>10/22/15</u>			
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.

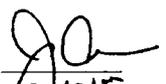
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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 
Date 07-1-15

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

Date

[Handwritten Signature]
10-1-15

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

In exchange for a fixed amount of and not to exceed \$299,940.00 from the New Hampshire Public Utilities Commission (Commission), The Liberty Consulting Group Inc., (LCG) shall perform a Management and Operations Audit of the Customer Service and Accounting Functions (Audit) of EnergyNorth Natural Gas d/b/a Liberty Utilities (EnergyNorth). The specific tasks that LCG will accomplish are set forth in its "Proposal to Perform a Management and Operations Audit of the Customer Service and Accounting Functions of Liberty Utilities RFP No. 2015-001" dated August 20, 2015, which constitutes the proposal to be funded through this Agreement (Proposal). That document, and the requirements set forth in the Commission's request for proposal RFP No. 2015-001 are incorporated by reference as if fully set forth herein. Certain systems, policies and procedures are shared by EnergyNorth and Granite State Electric d/b/a Liberty Utilities (Granite State Electric). As provided in RFP No. 2015-001 and the Proposal, LCG will audit these shared systems, policies and procedures for both Energy North and Granite State Electric.

LCG will conduct the Audit through the gathering of data, creation of an interchange among LCG, EnergyNorth personnel, and Commission Staff to ensure common understanding of expectations and the work to be accomplished, review of documents, and interviews. LCG will analyze the information gathered, form conclusions regarding EnergyNorth's customer service and accounting performance, and develop recommendations for improvement. LCG will prepare a draft report for Commission Staff review, conduct any work necessary to resolve comments, finish analyses, and refine quantification calculations and implementation requirements. Following this refinement process, LCG will prepare final report of its Audit. As required by the RFP and as refined in the proposal, LCG will audit customer service, account creation and management, meter data management (electric and gas), billing processes (electric and gas), payment and collection processes (electric and gas), call center performance and management, vendor relationships, information technology support and service and other corporate support services, staffing, accounting, business planning/capital and operations and maintenance budgeting, and property record practices and procedures.

This exhibit is intended as a summary of the Proposal, and is not intended to limit the work plan or deliverables set forth in RFP No. 2015-001 and the Proposal.

A. Deliverables

LCG will provide a final Audit report by April 30, 2016. The report will contain a description of LCG's methodology, a detailed summary of data reviewed, and a detailed evaluation of each project area listed in the proposal including conclusions, supporting findings, and recommendations. LCG will provide Commission Staff with a draft of this report no later than March 1, 2016.

B. Project Schedule

LCG will commence work immediately following approval of this Agreement by the Governor and Council. LCG will schedule a meeting with Staff within the first two weeks following approval of this Agreement by the Governor and Council. LCG will substantially complete its gathering of data by February 19, 2016. The draft audit report will be due no later than March 1, 2016. The final audit report will be due no later than April 30, 2016.

Grantee Initials 
Date 10-1-15
G&C Date 10/21/2015
Page 1 of 2

C. Project Management

Status calls or meetings will be conducted by the project manager with Commission Staff at least weekly to discuss progress and approach. LCG will provide an outline of the meeting agenda to Commission Staff no later than the day before the scheduled call or meeting.

Although contract payment is fixed, LCG will provide written budget and project status reports within five business days of each calendar month's end.

For activities not discussed in the project schedule section above, LCG will work with Commission Staff to set a mutually agreeable schedule.

LCG will provide Commission Staff with all data inquiries issued and all data responses received. LCG will notify Commission Staff of all site visits no later than two business days prior to the scheduled site visit.

Grantee Initials 
Date 10-1-15
G&C Date 10/21/2015
Page 2 of 2

EXHIBIT B

BUDGET, LIMITATION ON PRICE, AND PAYMENT

1. **Estimated Budget:** For professional services for time involved and expenses incurred, Liberty Consulting Group, Inc. (LCG) will charge a fixed amount of \$299,940. All of the above services will be provided and invoiced at the rates presented in Section IV. of LCG's proposal dated August 20, 2015.
2. **Price Limitation:** There shall be a fixed price of and shall not exceed \$299,940.00 for successful completion of the work called for in RFP No. 2015-001 and LCG's proposal dated August 20, 2015.
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.

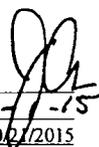
Grantee Initials 
Date 10-1-15
G&C Date 10/2/2015
Page 1 of 1

EXHIBIT C
SPECIAL PROVISIONS

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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 THE LIBERTY CONSULTING GROUP, INC. a(n) Pennsylvania corporation, is authorized to transact business in New Hampshire and qualified on April 7, 1998. 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 23rd day of January, A.D. 2015

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

William M. Gardner
Secretary of State

Date: 10/21/2015

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
THE LIBERTY CONSULTING GROUP, INC.	Legal

Corporation - Foreign - Information

Business ID:	290391
Status:	Good Standing
Entity Creation Date:	4/7/1998
State of Business.:	PA
Principal Office Address:	279 N. Zinns Mill Road Suite H Lebanon PA 17042
Principal Mailing Address:	279 N. Zinns Mill Road Suite H Lebanon PA 17042
Last Annual Report Filed Date:	3/27/2015 4:02:16 PM
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	Dunn, Mark R, Esq
Office Address:	24 MONTGOMERY ST CONCORD NH 03301

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



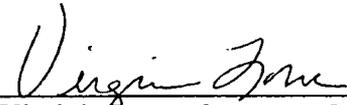
THE
LIBERTY
CONSULTING GROUP

279 N. Zinns Mill Rd., Suite II, Lebanon, PA 17042
(717) 270-4500 (717) 270-0555 fax

Certificate of Authority

I, Virginia Lowe, as Corporate Secretary of Liberty Consulting Group, Inc, certify that John Antonuk, President, is authorized to enter into a contract with the New Hampshire Public Utilities Commission RFP NO. 2015-001 on behalf of the company.

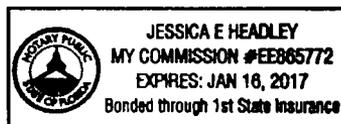
In witness whereof, I have set my hand as Corporate Secretary of the business this 1st day of October, 2015.

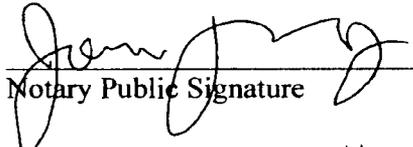


Virginia Lowe, Corporate Secretary

State of Florida
County of Sarasota

On October 10, 2015, before the undersigned officer personally appeared the person identified in the foregoing certificate known to me (or satisfactorily proven) to be the Corporate Secretary of the corporation identified in the foregoing certificate, and I acknowledge that she executed the foregoing certificate.





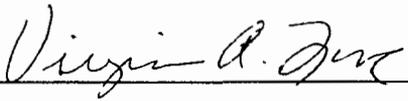
Notary Public Signature
Jessica Headley

Print name

SECRETARY'S CERTIFICATE OF ADOPTION OF BYLAWS

I hereby certify that I am the duly elected and acting Corporate Secretary of The Liberty Consulting Group, Inc. a Pennsylvania corporation, and that the foregoing Bylaws constitute the Bylaws of said Corporation as duly adopted as of July 2, 2013 and that such bylaws have not been modified, rescinded or revoked and are at present in full force and effect.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of said Corporation this 21st day of October, 2015.



Virginia A. Lowe

Corporate Secretary

The Liberty Consulting Group, Inc.

By-Laws of The Liberty Consulting Group

ARTICLE I -- OFFICES

Section 1. The registered office of the corporation shall be at: 279 North Zinns Mill Road, Suite H, Lebanon, Pennsylvania.

Section 2. The corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the business of the corporation may require.

ARTICLE II -- STOCKHOLDERS' MEETINGS

Section 1. Meetings of stockholders shall be held at the registered office of the corporation in this state or at such place, either within or out of this state, as may be selected from time to time by the Board of Directors.

Section 2. Annual Meetings: The annual meeting of the stockholders shall be held on the 29th day of December in each year if not a legal holiday, and if a legal holiday, then on the preceding secular day following at 10:00 A.M., when they shall elect a Board of Directors and transact such other business as may properly be brought before the meeting. If the annual meeting for election of directors is not held on the date designated therefor, the directors shall cause the meeting to be held as soon thereafter as convenient.

Section 3. Election of Directors: Elections of the directors of the corporation shall be by written ballot.

Section 4. Special Meetings: Special meetings of the stockholders may be called at any time by any Director, or stockholders entitled to cast at least one-fifth of the votes which all stockholders are entitled to cast at the particular meeting. At any time, upon written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than sixty days after receipt of the request, and to give due notice thereof. If the Secretary shall neglect or refuse to fix the date of the meeting and give notice thereof, the person or persons calling the meeting may do so.

Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto, unless all stockholders entitled to vote are present and consent.

Written notice of a special meeting of stockholders stating the time and place and object thereof, shall be given to each stockholder entitled to vote thereat at least 30 days before such meeting, unless a greater period of notice is required by statute in a particular case.

Section 5. Quorum: A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares entitled to vote is represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may

be transacted which might have been transacted at the meeting as originally noticed. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 6. Proxies: Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. All proxies shall be filed with the Secretary of the meeting before being voted upon.

Section 7. Notice of Meetings: Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 8. Consent in Lieu of Meetings: Any action required to be taken at any annual or special meeting of stockholders or a corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 9. List of Stockholders: The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. No share of stock upon which any installment is due and unpaid shall be voted at any meeting. The list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

ARTICLE III -- DIRECTORS

Section 1. The business and affairs of this corporation shall be managed by its Board of Directors, three in number. The directors need not be residents of this state or stockholders in the corporation. They shall be elected by the stockholders at the annual meeting of stockholders of the corporation, and each director shall be elected for the term of one year, and until his successor shall be elected and shall qualify or until his earlier resignation or removal.

Section 2. Regular Meetings: Regular meetings of the Board shall be held without notice, at least semi-annually, at the registered office of the corporation, or at such other time and place as shall be determined by the Board.

Section 3. Special Meetings: Special Meetings of the Board may be called by any director on two days' notice to each director, either personally or by e-mail.

Section 4. Quorum: A majority of the total number of directors shall constitute a quorum for the transaction of business.

Section 5. Consent in Lieu of Meeting: Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee. The Board of Directors may hold its meetings, and have an office or offices, outside of this state.

Section 6. Conference Telephone: One or more directors may participate in a meeting of the Board, or a committee of the Board or of the stockholders, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other; participation in this manner shall constitute presence in person at such meeting.

Section 7. Compensation Directors as such, shall not receive any stated salary for their services, but by resolution of the Board, a fixed sum and expenses of attendance at each regular or special meeting of the Board PROVIDED, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 8. Removal: Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, except that when cumulative voting is permitted, if less than the entire Board is to be removed, no director may be removed without cause if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors, or, if there be classes of directors, at an election of the class of directors of which he is a part.

ARTICLE IV -- OFFICERS

Section 1. The executive officers of the corporation shall be chosen by the directors and shall be a President and the Secretary and Chief Financial Officer. The Board of Directors may also choose one or more Vice Presidents and such other officers as it shall deem necessary. Any number of offices may be held by the same person.

Section 2. Salaries: Salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 3. Term of Office: The officers of the corporation shall hold office for one year and until their successors are chosen and have qualified. Any officer or agent elected or appointed by the Board may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby.

Section 4. Chairing Meetings: The President shall preside at all meetings of the stockholders and directors; he shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the directors to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the corporation.

Section 5. President: The President shall attend all sessions of the Board. The President shall be the chief executive officer of the corporation; he shall have general and active management of the business of the corporation, subject, however, to the right of the directors to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the corporation. He shall have the general power and duties of supervision and management usually vested in the office of President of a corporation.

Section 6. Secretary: The Secretary shall attend all sessions of the Board and all meetings at the stockholders and act as clerk thereof, and record all the votes of the corporation and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, and under whose supervision he shall be. The Secretary shall keep in safe custody the corporate seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it.

Section 7. Chief Financial Officer: The Chief Financial Officer, who may also serve as Secretary shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall keep the moneys of the corporation in a separate account to the credit of the corporation. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Chief Financial Officer and of the financial condition of the corporation.

ARTICLE V -- VACANCIES

Section 1. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise, shall be filled by the Board of Directors. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although not less than a quorum, or by a sole remaining director. If at any time, by reason of death or resignation or other cause, the corporation should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of stockholder, may call a special meeting of stockholders in accordance with the provisions of these By-Laws.

Section 2. Resignations Effective at Future Date: When one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

ARTICLE VI -- CORPORATE RECORDS

Section 1. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in this state or at its principal place of business.

ARTICLE VII -- STOCK CERTIFICATES, DIVIDENDS, ETC.

Section 1. The stock certificates of the corporation shall be numbered and registered in the share ledger and transfer books of the corporation as they are issued. They shall bear the corporate seal and shall be signed by the President.

Section 2. Transfers: Transfers of shares shall be made on the books of the corporation upon surrender of the certificates therefor, endorsed by the person named in the certificate or by attorney, lawfully constituted in writing. No transfer shall be made which is inconsistent with law.

Section 3. Lost Certificate: The corporation may issue a new certificate of stock in the place of any certificate theretofore signed by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 4. Record Date: In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or the express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action.

If no record date is fixed:

- (a) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the next day preceding the day on which notice is given, or if notice is waived, at the close of business on the next day preceding the day on which the meeting is held.
- (b) The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed.
- (c) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.
- (d) A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Dividends: The Board of Directors may declare and pay dividends upon the outstanding shares of the corporation from time to time and to such extent as they deem advisable, in the manner and upon the terms and conditions provided by the statute and the Certificate of Incorporation.

Section 6. Reserves: Before payment of any dividend there may be set aside out of the net profits of the corporation such sum or sums as the directors, from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve in the manner in which it was created.

ARTICLE VIII -- MISCELLANEOUS PROVISIONS

Section 1. Checks: All checks or demands for money and notes of the corporation shall be signed by the Secretary, or such other officer(s) as the Board of Directors may from time to time designate.

Section 2. Contracts: The President and the Secretary each shall have the power individually to enter into any contract or to execute any instrument in the name of and on behalf of the corporation for all amounts up to but not exceeding \$3 million. No officer, agent, employee, or other person purporting to act on behalf of the corporation shall have any power or authority to bind the corporation in any way, to pledge the corporation's credit, or to render the corporation liable for any purpose or in any amount, unless that person was acting with authority duly granted by the Board of Directors as provided in these By-Laws, or unless an unauthorized act was later ratified by the corporation.

Section 3. Fiscal Year: The fiscal year shall begin on the first day of January.

Section 4. Notice: Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof through the mail, by fax, or by telegram, charges prepaid, to his address appearing on the books of the corporation, or supplied by him to the corporation for the purpose of notice. If the notice is sent by mail, fax or by telegraph, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail, faxed or with a telegraph office for transmission to such person. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting of stockholders, the general nature of the business to be transacted.

Section 5. Waiver of Notice: Whenever any written notice is required by statute, or by the Certificate or the By-Laws of this corporation a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting of stockholders, neither the business to be transacted at nor the purpose of the meeting need be specified in the waiver of notice of such meeting. Attendance of a person either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 6. Resignations: Any director or other officer may resign at any time, such resignation to be in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IX -- ANNUAL STATEMENT

Section 1. The President and Board of Directors shall present at each annual meeting a full and complete statement of the business and affairs of the corporation for the preceding year. Such statement shall be prepared and presented in whatever manner the Board of Directors shall deem advisable and need not be verified by a certified public accountant.

ARTICLE X -- AMENDMENTS

Section 1. These By-Laws may be amended or repealed by the vote of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast thereon, at any regular or special meeting of the stockholders, duly convened after notice to the stockholders of that purpose.



CERTIFICATE OF LIABILITY INSURANCE

LIBCO-1 OP ID: AS

DATE (MM/DD/YYYY)
10/01/2015

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

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

PRODUCER Delbler, Straub & Troutman Inc P.O. Box 828, 2 W. Main Street Elizabethtown, PA 17023 Amie Savidge	CONTACT NAME: PHONE (A/C, No, Ext): 717-362-8600 FAX (A/C, No): 717-362-3079 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Liberty Consulting Group, Inc. 279 N Zinns Mill, Rd Ste H Lebanon, PA 17042	INSURER A: Ohio Casualty Insurance Co. NAIC # 24074	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZS55843007	10/23/2015	10/23/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 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 <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BZS55843007			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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

NEWHAMP New Hampshire Public Utilities Commission 21 S Fruit St, Suite 10 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amie Savidge 
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CERTIFICATE OF LIABILITY INSURANCE

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10/01/2015

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PRODUCER AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 325 ROSELAND, NJ 07068 (877) 677-0428	CONTACT NAME: PHONE (A/C, No, Ext): (877) 677-0428		FAX (A/C, No): (877) 677-0430
	E-MAIL ADDRESS: apcbicadp@travelers.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : THE CHARTER OAK FIRE INSURANCE COMPANY			
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED
 LIBERTY CONSULTING GROUP INC
 279 N ZINNS MILL RD
 STE H
 LEBANON, PA 17042

COVERAGES

CERTIFICATE NUMBER: 618445949221472

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$		
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-7A646325-14	10/31/2014	10/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

CERTIFICATE HOLDER

NEW HAMPSHIRE PUBLIC UTILITIES
 COMMISSION
 21 S FRUIT ST., SUITE 10
 CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mary J. Swan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2015

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PRODUCER AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 325 ROSELAND, NJ 07068 (877) 677-0428	CONTACT NAME: PHONE (AC, Ho, Ext): (877) 677-0428	FAX (AC, No): (877) 677-0430
	E-MAIL ADDRESS: spcbicadp@travelers.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : THE CHARTER OAK FIRE INSURANCE COMPANY		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 LIBERTY CONSULTING GROUP INC
 279 N ZINNS MILL RD
 STE H
 LEBANON, PA 17042

COVERAGES **CERTIFICATE NUMBER: 618445949221472** **REVISION NUMBER:**

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	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <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"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-7A646325-15	10/31/2015	10/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

CERTIFICATE HOLDER NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION 21 S. FRUIT STREET SUITE 10 CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary J. Swan</i>
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