

THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

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

5E

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

December 5, 2018

His Excellency, Christopher T. Sununu
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 do a **SOLE SOURCE** amendment to its contract with Sheehan, Phinney, Bass & Green, PA (Sheehan) to assist the Commission in supervising the legal aspects of the sale of the Eversource generation assets by extending the contract completion date to December 31, 2019 from the amended contract end date of December 31, 2018. This request does not include any additional funds. The original contract was approved by the Attorney General on July 26, 2016. A **SOLE SOURCE** amendment for time and amount was approved by the Governor and General Council on May 16, 2018, Item #33. Funding is 100% Other Funds (Public Utility Assessment).

EXPLANATION

The Commission respectfully requests a twelve-month extension to the end date of the contract to assist the Commission in the oversight of mercury remediation at Schiller Station. This request is for a **SOLE SOURCE** amendment because issuing another RFP or contract with another firm at this stage of the environmental monitoring would create additional delays for the removal of the hazardous materials at Shiller Station.

On October 21, 2016, in Order No. 25,956, the Commission approved Eversource's removal of two mercury boilers and associated equipment located at Schiller generating station in Portsmouth, New Hampshire. The order was issued as part of the sale of Eversource's generating facilities. The Commissions' auction advisor, J.P. Morgan, recommended the remediation of mercury contamination in order to facilitate the sale of the generation assets.

Based on competitive bids, Eversource selected Manafort Brothers, Inc. as the demolition contractor. Eversource estimated the cost of removal at \$20-30 million. In addition, Eversource estimated that removal would be completed in October 2017. The sale of the fossil generation plants, including Schiller Station, was completed in

Initials *WPH*
Date *12/2/18*
G&C 12/05/18

December 2017, however, after an OSHA complaint by a worker on site, the removal work was stopped and new procedures were developed. As a result of the delays and changes in process, the new completion date is forecast to be late in 2019.

Sheehan was selected for the underlying contract through a competitive RFP process. Sheehan was selected because it had both the large transactional and environmental contamination law experience necessary to advise the Commission concerning the sale of Eversource's generation facilities. Under the original contract with Sheehan, we assumed that all environmental work would be completed before closings on the generation plants. The OSHA complaint at Schiller concerning mercury levels, further regulatory scrutiny by DES, and increased cost forecasts have required the Commission to use Sheehan's environmental expertise to assist in monitoring the removal of the hazardous material contained in the old mercury boilers. Even though the remediation work has continued past the closing of the sale of the Schiller plant, it remains Eversource's responsibility. The Commission will therefore need Sheehan's assistance over a much longer period of time than was originally estimated for this contract. The additional assistance from Sheehan will help to determine whether the removal process through 2019 is being conducted efficiently and consistent with applicable environmental requirements.

Your approval of our request is appreciated.

Respectfully submitted,



Martin P. Honigberg,
Chairman

**AMENDMENT No. 2
PROFESSIONAL SERVICES CONTRACT**


Now comes the New Hampshire Public Utilities Commission (the Agency) and Sheehan Phinney Bass & Green PA (the Contractor) and, pursuant to an agreement between the parties which was executed by the parties and approved by the Attorney General on July 26, 2016 and amended by the parties and approved by the Governor and General Council on May 16, 2018, Item #33, 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 December 31, 2018 to December 31, 2019.
2. Exhibit A, contract end date, is hereby modified such that December 31, 2018 is changed to December 31, 2019.
3. This amendment shall take effect upon approval of the Governor and Executive Council.
4. All other provisions of the contract remain in effect.

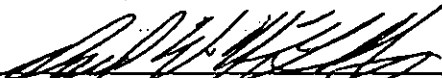
This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 4th day of December, 2018.

THE STATE OF NEW HAMPSHIRE
Public Utilities Commission

By: 
Martin P. Honigberg, Chairman

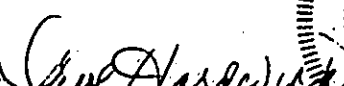
Sheehan Phinney Bass & Green PA

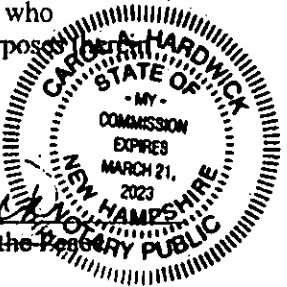
By: 
David W. McGrath, President and
Managing Director

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 4th day of December, 2018, before me personally appeared David W. McGrath, who acknowledged himself to be the individual who executed the forgoing instrument for the purposes contained.

In witness whereof I hereto 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 6th day of December, 2018.

By: 
Nancy Smith, Senior Assistant Attorney General

CERTIFICATE OF AUTHORITY/VOTE

I, James S. LaMontagne, do hereby certify that:

- 1. I am the duly elected Secretary of Sheehan Phinney Bass & Green PA.
- 2. The following are true copies of two resolutions duly adopted by unanimous written consent of the Management Committee of the Board of Directors of the Corporation, effective as of November 30, 2018:

RESOLVED: That this Corporation enter into a second amendment to its existing contract with the State of New Hampshire acting through its Public Utilities Commission as originally approved by the Attorney General on July 26, 2016 and amended and approved by the Governor and Executive Council on May 16, 2018, for the continued provision of legal services as contemplated by the Corporation's proposal in response to RFP #2016-004, Proposal for a Consultant to Provide Legal Services, substantially in the form provided to the members of the Management Committee.

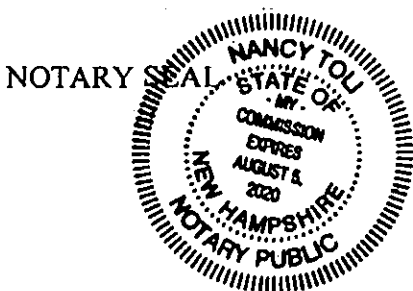
RESOLVED: That David W. McGrath, in his capacity as President of the Corporation is hereby authorized on behalf of this Corporation to enter into the said amendment to the contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

- 3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of December 4, 2018.
- 4. David W. McGrath is the duly elected President of the Corporation.


James S. LaMontagne, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of December, 2018, by James S. LaMontagne in his capacity as Secretary of the Corporation.




Notary Public / Justice of the Peace

My Commission Expires: August 5, 2020

State of New Hampshire

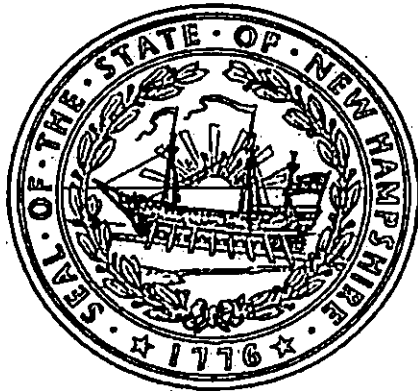
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SHEEHAN PHINNEY BASS & GREEN PA is a New Hampshire Professional Profit Corporation registered to transact business in New Hampshire on December 16, 1974. 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: 16942

Certificate Number: 0004072412



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

Client#: 538865

SHEEPHI3

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/02/2018

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123
INSURER(S) AFFORDING COVERAGE: INSURER A: Massachusetts Bay Insurance Company (NAIC # 22306), INSURER B: Hanover Insurance Company (NAIC # 22292), INSURER C: Allmerica Financial Benefit (NAIC # 41840)

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability (ZHV9807597), Automobile Liability (AWV981062005), Umbrella Liability (UHV9807595), and Workers Compensation (WZV9787605).

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
attn: Eunice Landry, Business Administrator
21 Fruit Street Suite 10
Concord, NH 03301-2429
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Kathryn M. Bailey
Michael S. Gialmo

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE



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

TDD Access: Relay N.
1-800-735-2964

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

G & C Date 5/16/18
Item Number 33
Approved _____

April 16, 2018

*RQ # 184783
WU # 10700955*

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

REQUESTED ACTION

Authorize the New Hampshire Public Utilities Commission (Commission) to do a **SOLE SOURCE** amendment to its contract with Sheehan, Phinney, Bass & Green, PA (Sheehan) by increasing the amount by \$60,000 from \$240,000 to \$300,000 to provide legal representation and advice to the Commission in connection with the sale by Eversource of its generation assets, and by extending the contract completion date from July 31, 2018, to December 31, 2018. The original contract was approved by the Attorney General on July 26, 2016. 100% Other Funds (Public Utility Assessment).

Funding is authorized from the account, General Consultants, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Funds will be available, pursuant to RSA 365:37, II, in account 02-81-81-810010-52150000-046 500464.

	<u>FY2018</u>	<u>FY 2019</u>	<u>Total</u>
✓	\$20,000	\$40,000	\$60,000

EXPLANATION

The Commission respectfully requests a \$60,000 increase and a six-month extension to the end date of the contract to assist the Commission in the oversight of mercury remediation at Schiller Station. This request is for a **SOLE SOURCE** amendment because to issue another RFP or contract with another firm at this stage of the environmental monitoring would create additional delays for the removal of the hazardous materials at Shiller Station.

After a competitive RFP process in July of 2016, Sheehan was selected for the underlying contract because it had both the large transactional and environmental contamination law experience necessary to advise the Commission concerning the sale of Eversource's generation facilities. At that time, the Commission believed all environmental work would be completed before closings on the generation plants and that the \$240,000 budget for Sheehan's

PO # 1051753

contract would be sufficient. As explained further below, additional unforeseeable environmental work requires more assistance from Sheehan. It is only the \$60,000 in additional work that is being contracted as sole source.

On October 21, 2016, in Order No. 25,956, the Commission approved Eversource's removal of two mercury boilers and associated equipment located at Schiller generating station in Portsmouth, New Hampshire. The order was issued as part of the sale of Eversource's generating facilities. The Commission's auction advisor, J.P. Morgan, recommended the remediation of mercury contamination in order to facilitate the sale of the generation assets.

Based on competitive bids, Eversource selected Manafort Brothers, Inc., as the demolition contractor. Eversource estimated the cost of removal at \$20-30 million. In addition, Eversource estimated that removal would be completed in October 2017. The sale of the fossil generation plants, including Schiller Station, was completed in December 2017, but due to an OSHA complaint by a worker on site, the removal work was stopped and new procedures were developed. As a result of the delays and changes in process, the new completion date is forecast to be the end of 2018 and the cost is likely to substantially exceed the original estimates.

The OSHA complaint at Schiller concerning mercury levels, further regulatory scrutiny by DES, and increased cost forecasts have required Sheehan's environmental expertise to assist in monitoring the removal of the hazardous material contained in the old mercury boilers. Even though the remediation work has continued past the closing of the sale of the Schiller plant, it remains Eversource's responsibility. The Commission will therefore need Sheehan's assistance over a longer period of time than was originally estimated for this contract. The additional assistance from Sheehan will help to determine whether the removal process through the end of 2018 is being conducted efficiently and in a manner that is consistent with applicable environmental requirements.

Your approval 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 (the Agency) and Sheehan Phinney Bass & Green, PA (the Contractor) and, pursuant to an agreement between the parties which was executed by the parties and approved by the Attorney General on July 26, 2016, 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 July 31, 2018 to December 31, 2018.
2. Item 1.8 of said agreement is hereby modified such that the price limitation is changed from \$240,000 to \$300,000.
3. Exhibit A, contract end date, is hereby modified such that July, 2018 is changed to December 31, 2018.
4. Exhibit B #1, Estimated Budget, is hereby modified such that the price limitation is changed from \$240,000 to \$300,000.
5. Exhibit B #2, Price Limitation, is hereby modified such that the price limitation is changed from \$240,000 to \$300,000.
6. This amendment shall take effect upon approval of the Governor and Executive Council.
7. All other provisions of the contract remain in effect.

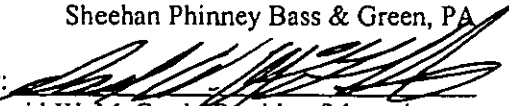
This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 10th day of April, 2018.

THE STATE OF NEW HAMPSHIRE
Public Utilities Commission

By: 
Martin P. Honigberg, Chairman

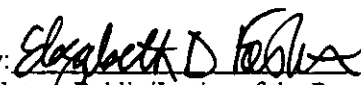
Sheehan Phinney Bass & Green, PA

By: 
David W. McGrath, President/Managing
Director

STATE OF New Hampshire
County of Hillsborough

On this the 4th day of April, 2018, before me personally appeared David W. McGrath., 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.

By: 
Notary Public/Justice of the Peace 12/22/2011

Approved as to form, substance and execution by the Attorney General this 4th day of April, 2018.

By: 
Nancy Smith, Senior Assistant Attorney General

State of New Hampshire

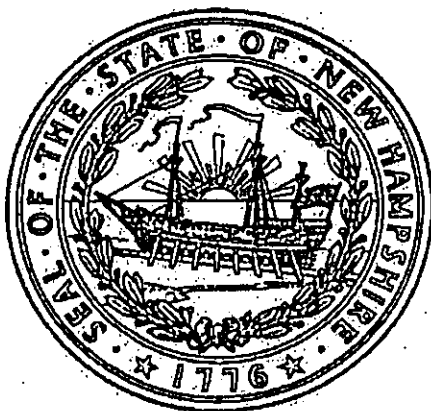
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SHEEHAN PHINNEY BASS & GREEN PA is a New Hampshire Professional Profit Corporation registered to transact business in New Hampshire on December 16, 1974. 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: 16942

Certificate Number: 0004072412



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

Client#: 538865

SHEEPHI3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/02/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: [Blank], PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No): [Blank], E-MAIL ADDRESS: [Blank]. INSURER(S) AFFORDING COVERAGE: INSURER A: Massachusetts Bay Insurance Company (NAIC # 22306), INSURER B: Hanover Insurance Company (NAIC # 22292), INSURER C: Allmerica Financial Benefit (NAIC # 41840), INSURER D: [Blank], INSURER E: [Blank], INSURER F: [Blank]. INSURED: Sheehan Phinney Bass & Green PA, 1000 Elm Street (Floors 16,17 & 18), Manchester, NH 03101.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (ZHV9807597), C AUTOMOBILE LIABILITY (AWV981062005), B UMBRELLA LIAB (UHV9807595), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WZV9787605).

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, attn: Eunice Landry, Business Administrator, 21 Fruit Street Suite 10, Concord, NH 03301-2429. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

Subject:

RFP# 2016-004 Proposal for a Consultant to Provide Legal Services

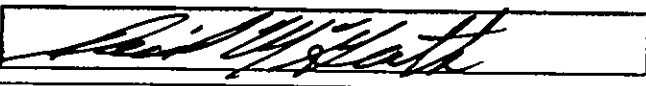
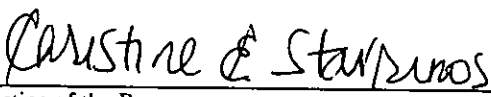

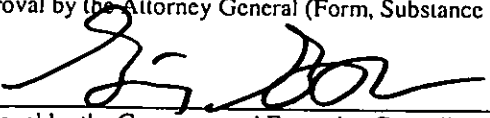
FORM NUMBER P-37 (version 1/09)

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	
1.3 Contractor Name Sheehan Phinney Bass & Green, PA		1.4 Contractor Address PO Box 3701, Manchester, NH 03105-3701	
1.5 Contractor Phone Number (603) 627-8222	1.6 Account Number 52150000 500460	1.7 Completion Date July 31, 2018	1.8 Price Limitation \$240,000.00
1.9 Contracting Officer for State Agency F. Anne Ross		1.10 State Agency Telephone Number (603) 271-2431	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David W. McGrath, President and Managing Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>7/26/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the same 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 Public or Justice of the Peace Christine E. Starrinos Notary Public (7/24/2018)			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Martin P. Honigberg, Chair	
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>7/26/16</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.

[Handwritten Signature]
[Handwritten Date]

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.

[Handwritten Signature]
[Handwritten Date]

EXHIBIT A

Sheehan Phinney Bass & Green, PA (hereinafter, "the Consultant") will provide legal services from time to time and solely at the request of the Commission from date of contract approval through July, 2018. The Commission will assign and direct the Consultant's work as deemed appropriate.

Scope of Services

The consultant chosen to perform this work will, at the discretion of the Commission, have several key tasks including, but not limited to, the following:

1. Assist the Commission in supervising the legal aspects of the conduct of the auction and sale of the Eversource generation assets.
2. Provide legal advice to the Commission concerning the contract with the auction advisor pursuant to the provisions of the RPF and agreement terms provided in Consultant's Response to Request for Proposal from New Hampshire Public Utilities Commission dated April 22, 2016.
3. Provide legal advice to the Commission concerning the Eversource offering memorandum and form P&S offered to prospective bidders.
4. Review and, if necessary, negotiate terms of, final agreements reached with purchasers of the generation facilities.
5. Provide legal advice to the Commission concerning environmental and real estate issues arising at the generation sites.
6. Provide assistance to the Commission as needed to accomplish the tasks listed above.

The consultant will provide the required services in accordance with procedural schedules established by the Commission. The consultant must agree to maintain confidential all information to which it has access until it is instructed otherwise by the Commission. The consultant will be engaged for an initial period of two years, effective on or around July, 2016.

Contractor Initials
Date

EXHIBIT B

BUDGET, LIMITATION ON PRICE, AND PAYMENT

1. **Estimated Budget:** The Consultant will charge for professional legal services for time involved and expenses incurred for an amount not to exceed \$240,000.00. Services will be provided as presented in Consultant's proposal dated April 22, 2016, in response to NHPUC RFP No. 2016-004, dated March 30, 2016, and at the following hourly rates:

Labor Category	Name	Labor Rate (discounted) (\$/hr)
Sheehan Phinney Bass & Green		
Project Manager/Primary Contact	Colleen Lyons	\$328.00
Project Manager/Primary Contact	Robert P. Cheney	\$346.00
Mergers & Acquisitions/ Securities Attorney	Michael J. Droof	\$351.00
Associate Attorney	Paul S. Reuland	\$207.00
Chair, Environmental & Energy Group	Lynn J. Preston	\$288.00
Co-Chair, Real Estate & Zoning Practice Groups	Susan A. Manchester	\$355.00
Associate, Real Estate Group	Jocelyn R. Weise	\$162.00
Real Estate Paralegal	Sophia Annas	\$139.00
Co-Chair, Employment Group	Mark J. Ventola	\$391.00
Chair, Bankruptcy Group	James S. Lamontange	\$315.00

When assigned a specific project, the Consultant will provide a detailed budget and project schedule, which will be refined by collaborating with the Commission. Work will be invoiced based on hourly billing rates, which include all costs except for travel. Reimbursement of travel expenses is at cost with no mark-up.

2. **Price Limitation:** The contract shall not exceed \$240,000.00.
3. **Method of Payment:** Payment to be made on completion of the assigned work on the basis of monthly invoices. All invoices shall be 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 and copies of receipts. 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.

Contractor Initials

Date

Page 2 of 4

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 Consultant. General Funds will not be requested to support this contract.

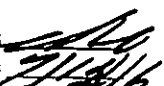
Contractor Initials 
Date 7/12/16
Page 3 of 4

EXHIBIT C

SPECIAL PROVISIONS

1. In lieu of the insurance requirements set forth in Paragraph 14.1.2 of the General Provisions, the Commission will accept the following insurance in the following amounts:

Commercial General Liability:

\$1,000,000 for each occurrence
\$1,000,000 for damage to rented premises, each occurrence
\$ 10,000 for medical expenses (for any one person)
\$2,000,000 general aggregate
\$2,000,000 for products and completed operations aggregate

Automobile Liability:

\$1,000,000 each accident, any auto, hired autos, and non-owned autos

Umbrella Liability:

\$5,000,000 for each occurrence
\$5,000,000 aggregate

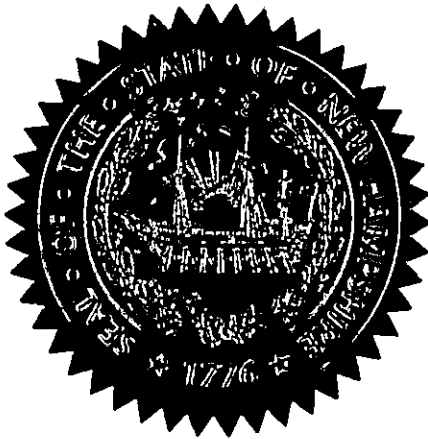
Contractor Initials

Date

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 Sheehan Phinney Bass & Green PA is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 16, 1974. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



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 July, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, Michael J. Drooff, do hereby certify that:

1. I am the duly elected Secretary of Sheehan Phinney Bass & Green PA.
2. The following are true copies of two resolutions duly adopted by unanimous written consent of the Management Committee of the Board of Directors of the Corporation, effective as of July 8, 2016.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Public Utilities Commission, for the provision of legal services as contemplated by the Corporation's proposal in response to RFP #2016-004, Proposal for a Consultant to Provide Legal Services.

RESOLVED: That David W. McGrath, in his capacity as President of the Corporation is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of July 12, 2016.

4. David W. McGrath is the duly elected President of the Corporation.



Michael J. Drooff, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of July, 2016, by Michael J. Drooff in his capacity as Secretary of the Corporation.

NOTARY SEAL



Notary Public / Justice of the Peace

My Commission Expires: July 24, 2018

Client#: 538865

SHEEPHI3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/24/2016

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.

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: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):, E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: INSURER A: Massachusetts Bay Insurance Com (22306), INSURER B: Hanover Insurance Company (22292), INSURER C: Allmerica Financial Benefit (41840), 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WYD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (ZHV9807597), Automobile Liability (AWV981062003), Umbrella Liability (UHV9807595), and Workers Compensation and Employers' Liability (WZV9787605).

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

This certificate covers all operations usual and customary to insured's business

CERTIFICATE HOLDER: New Hampshire Public Utilities, Commission attn: Eunice Landry, Business Administrator 21 Fruit Street Suite 10, Concord, NH 03301-2429. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: E. Gould