



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615



November 18, 2013

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

REQUESTED ACTION

Authorize the Office of Energy and Planning (OEP) to enter into a contract with Navigant Consulting, Inc. (VC #175497), Burlington, MA, in the amount of \$198,495.00 to assist with the development of a 10-year State Energy Strategy, contingent upon Governor and Executive Council approval for the period effective December 4, 2013 through October 31, 2014. 100% Other Funds (PUC - Renewable Energy Fund).

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

	<u>FY 2014</u>	<u>FY 2015</u>
Office of Energy & Planning, State Energy Programs		
01-02-02-024010-65100000		
103-502664 Contracts for Operational Services	\$150,000.00	\$48,495.00

EXPLANATION

Senate Bill 191 (Chapter 276) was enacted, which requires OEP, in consultation with the new State Energy Council, and with expert assistance, to develop a 10-year State Energy Strategy. The Strategy will cover diverse topics including demand, supply, fuel diversity, energy efficiency, land use and transportation, and the state's role in the regional energy markets. Public and stakeholder input will be sought throughout the process, and at least four public hearings will be held around the state. A draft State Energy Strategy is due by May 1, 2014, with the final Strategy due by September 1, 2014. The final Strategy will include a review of New Hampshire's existing energy policies and recommendations for changes to meet our energy goals. The legislation provides \$200,000.00 from the Renewable Energy Fund at the Public Utilities Commission to develop the State Energy Strategy.

In response to SB191, OEP issued a Request for Proposals seeking assistance with developing a State Energy Strategy. Nine bidders provided proposals. OEP assembled a proposal review team that included legislators and state agency representatives. The team unanimously chose Navigant Consulting, Inc. as the winning bidder due to their extensive experience and proposed approach that includes stakeholder and public input in various stages.

Navigant has a diverse team that includes expertise and skills in a broad range of energy policy topics, and recent experience with public involvement in developing state energy plans. We believe that their proposal best meets the requirements of the legislation, and will help OEP and the State Energy Council develop a useful Energy Strategy to help guide the State's energy policies and programs into the future.

In the event that Other Funds (PUC - Renewable Energy Fund) allocated to this project through SB191 are no longer available, General Funds will not be requested to support this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Hatfield', with a small dot at the end.

Meredith A. Hatfield
Director

Enclosures

Subject:

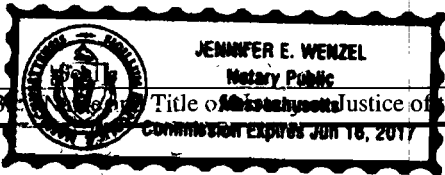
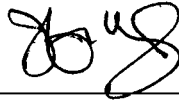
NH State Energy Strategy

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 Office of Energy and Planning		1.2 State Agency Address 107 Pleasant Street, Johnson Hall, Concord, NH 03301	
1.3 Contractor Name Navigant Consulting, Inc.		1.4 Contractor Address 77 South Bedford Street, Burlington, MA 01803	
1.5 Contractor Phone Number (781) 270-8486	1.6 Account Number 01-02-024010-6510 103-5024	1.7 Completion Date October 31, 2014	1.8 Price Limitation \$198,495
1.9 Contracting Officer for State Agency Meredith A. Hatfield		1.10 State Agency Telephone Number (603) 271-2155	
1.11 Contractor Signature Andrew Kinross 11/15/2013		1.12 Name and Title of Contractor Signatory Andrew Kinross, Director	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>11/15/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Title of Notary Public or Justice of the Peace Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Meredith A. Hatfield, Director, NH Office of Energy and Planning	
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>11-19-13</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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

Exhibit A – Scope of Services
NH Energy Strategy Development Project (“SB191 Project”)

This contract agreement (hereinafter “contract” or “agreement”) is entered into, subject to the approval of the Governor and Executive Council, by and between Navigant Consulting, Inc., Burlington, Massachusetts (hereinafter “Navigant Consulting”) and the New Hampshire Office of Energy and Planning, Concord, NH (hereinafter “OEP”).

I. Project Period:

This agreement is effective from the date of Governor and Executive Council approval (proposed date December 4, 2013) through October 31, 2014.

II. Project Description and Purpose:

Senate Bill 191 (Chapter 276 of 2013) requires OEP, in consultation with the State Energy Council and with expert assistance, to develop a 10-year energy strategy for the State. The Strategy covers a broad range of issues as described in SB191, and will be developed with public and stakeholder involvement throughout the process, and with meetings held around the state as required by SB191. A draft state energy strategy is due by May 1, 2014, and a final strategy is due by September 1, 2014.

III. Attachments to this Agreement:

State of NH P-37 Form
Exhibit B, Project Costs

IV. Navigant Consulting Services and Responsibilities:

A. *Task 1: Project Kick-Off Meeting (December)*

Work with OEP and the State Energy Council to finalize the timeline and specific deliverables required to complete the Project; meet regularly to discuss and prepare materials and plan for public and stakeholder outreach.

B. *Task 2: Establish New Hampshire’s Energy Baseline: Data Collection, Review, and Analysis (December – February)*

Conduct research and collect data to identify the current and forecasted energy landscape in New Hampshire to develop a status quo or baseline scenario. Navigant will review existing energy policies and available studies on energy demand and supply in the State, as well as relevant regional information, with input from the public and stakeholders.

C. *Task 3: Devising an Energy Vision for New Hampshire (February- March)*

Facilitate the development of an energy vision, or desirable end-state for the State Energy Strategy, with the Energy Council, stakeholders and the public. In preparation, Navigant will assess New Hampshire’s current energy policies, potential resources, and relevant regional studies and plans in order to facilitate the development of a vision.

D. *Task 4: Development of Policy Options (March – May)*

Applying the outcomes of Task 2 and 3, Navigant will help the Energy Council, with stakeholder and public input, formulate options under each topic in SB191 that would enable the State to fulfill the energy vision, taking into consideration existing policies. Navigant will help the Energy Council prioritize the options based on their ability to meet the State’s energy vision and goals, with input from stakeholders and the public.

E. *Task 5: Report Preparation (March – August)*

Exhibit A
OEP SB191 Project
Initials APK Date 11/15/2013

Navigant will prepare a Draft State Energy Strategy that meets the requirements of SB191 no later than May 1, 2014. After receiving public comment and conducting any necessary additional analysis, Navigant will work with OEP and the Energy Council to develop the Final State Energy Strategy no later than September 1, 2014.

F. ***Task 6: Final Strategy Presentations (September – October)***

Navigant will work with OEP and the State Energy Council to present the Final Energy Strategy to a variety of audiences. These presentations will take up to two calendar days and the number of hours specified in the budget.

G. ***Invoices.*** Navigant shall submit monthly invoices to OEP for the hours and direct costs incurred in performing the work required by the Agreement in conformance with the attached budget, and will include proper documentation for all direct costs.

H. ***Primary Contract.*** Navigant is the primary contractor to OEP and all subcontractors shall be accountable to Navigant. Navigant shall provide advance notice and obtain consent from OEP prior to entering into any subcontracts not described in Navigant proposal.

V. OEP Responsibilities:

OEP Shall:

- A: Identify a primary point of contact for all communications related to the Agreement, and ensure timely responses to all requests.
- B. Meet regularly with Navigant Consulting and the project team to oversee implementation of the project;
- C. Provide payment within 30 days of receipt of invoices that meet state standards for completeness and allowable costs, provided that Navigant Consulting is in compliance with all terms of this Agreement. Final payment is contingent upon receipt of an acceptable final report that meets the requirements of SB191.

SB191 NH State Energy Strategy Development Project Budget

Task						Hours
Task 1 - Project Kickoff						102
Task 2 - Energy Baseline						152
Task 3 - Energy Vision						223
Task 4 - Strategic Options						216
Task 5 - Report Preparation						194
Task 6 - Public Presentations						38
						925
						\$194,645

Travel Expenses

Miles	15 trips x 100 miles x 0.50/mile	\$750
Meals	30 meals x \$20/meal	\$600
Airfare	5 x \$500	<u>\$2,500</u>
Total		\$3,850

Grand Total	\$198,495
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Navigant shall submit monthly invoices to OEP for the hours and direct costs incurred in performing the work required by the Agreement, and must include proper documentation for all direct costs.

OEP shall provide payment within 30 days of receipt of invoices that meet state standards for completeness and allowable costs, provided that Navigant is in compliance with all terms of this Agreement.

Final payment is contingent upon receipt of an acceptable final report that meets the requirements of SB191.

Exhibit B

OEP SB191 Project

Initials AR Date 11/15/2013

Exhibit C
Office of Energy and Planning
EVALUATION
of Requests for Proposals
SB191 State Energy Strategy Project

Proposal reviewed: For Consulting Services Related to the NH State Energy Strategy (SB191)

Proposal Review Team:

1. Rep. Chuck Townsend, House Science, Technology & Energy Committee and State Energy Council
2. Rep. Herb Vadney, House Science, Technology & Energy Committee and State Energy Council
3. Lynn Fabrizio, PUC
4. Mike Fitzgerald, DES
5. Brandy Chambers, OEP
6. Karen Cramton, OEP
7. Meredith Hatfield, OEP

Bidders:

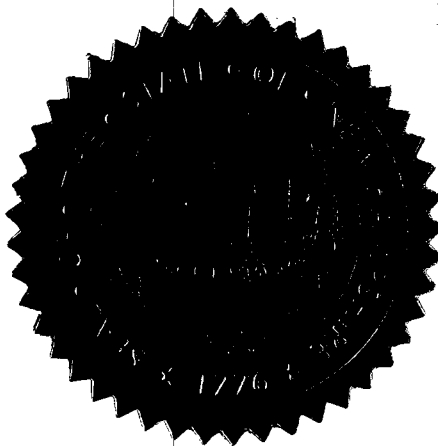
Bidder	Price (max \$200,000)	Score (out of 100)
Abt Associates, Cambridge, MA	\$199,842	69
Baker Tilly, Madison, WI	\$180,400	43
Center for the New England Economy (CNEE), Fort Collins, CO	\$187,000	48
GDS Associates, Inc., Manchester, NH	\$200,000	62
LaCapra Associates, Boston, MA	\$199,080	75
Meister Tighe & Bond, Boston, MA	\$199,990	61
Navigant, Boston, MA	\$198,495	92
ScottMadden, Inc., Raleigh, NC	\$199,480	38
Synapse Energy Economics Inc., Cambridge, MA	\$200,000	57

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 NAVIGANT CONSULTING, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on December 2, 2003. 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 5th day of November, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE

I, Monica M. Weed, General Counsel and Secretary of Navigant Consulting, Inc., an entity lawfully organized and existing under the laws of the State of Delaware ("NCI" or the "Company"), do hereby certify that the following is a true and correct copy of a resolution adopted on the 21st day of October 2004 by the Board of Directors of Navigant Consulting, Inc., in accordance with all of its documents of governance and management and the laws of the State of Delaware and further certify that such resolutions have not been modified, rescinded or revoked, and are at present in full force and effect:

"NOW, THEREFORE, BE IT RESOLVED, that any employee with the title of managing director or director may, in the ordinary course of business and subject to applicable policies and procedures established from time to time by NCI's officers and the Management Committee, enter into and execute on behalf of NCI any proposal, engagement letter, confidentiality agreement or similar routine agreement with a client or prospective client."

IN WITNESS WHEREOF, the undersigned has executed this certificate this 8th day of November, 2013.


Monica M. Weed
General Counsel and Secretary



CERTIFICATE OF LIABILITY INSURANCE

12/31/2013

DATE (MM/DD/YYYY)

11/15/2013

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 LOCKTON COMPANIES, LLC-K CHICAGO
525 W. Monroe, Suite 600
CHICAGO IL 60661
(312) 669-6900

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Travelers Indemnity Co of America

25666

INSURER B: Sentry Insurance a Mutual Company

24988

INSURER C: Sentry Casualty Company

28460

INSURER D:

INSURER E:

INSURER F:

INSURED 1346542 Navigant Consulting, Inc.
30 S. Wacker Drive
Suite 3550
Chicago, IL 60606

COVERAGES NAVCO01

CERTIFICATE NUMBER: 12679719

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	N	N	P-630-2B163174-TIA-12	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS						
	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	EXCESS LIAB						
	DED ☐ RETENTION \$						
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	90-17820-01 (AOS) 90-17820-02 (MA, NY, WI)	12/31/2012 12/31/2012	12/31/2013 12/31/2013	☒ WC STATUTORY LIMITS ☐ OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

12679719

NH Office of Energy and Planning
Governor Hugh J. Gallen State Office Park
Johnson Hall 107 Pleasant Street
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

CHAPTER 276
SB 191-FN-A – FINAL VERSION

03/14/13 0805s
5June2013... 1900h
06/26/13 2183EBA

2013 SESSION

13-0538
06/09

SENATE BILL ***191-FN-A***

AN ACT establishing a state energy strategy.

SPONSORS: Sen. Odell, Dist 8; Sen. Stiles, Dist 24; Sen. Forrester, Dist 2; Sen. Fuller Clark, Dist 21; Sen. Woodburn, Dist 1; Rep. Borden, Rock 24; Rep. Suzanne Smith, Graf 8; Rep. Rappaport, Coos 1; Rep. Kaen, Straf 5

COMMITTEE: Energy and Natural Resources

AMENDED ANALYSIS

This bill establishes a state energy council to develop a strategy plan.

Explanation: Matter added to current law appears in ***bold italics***.
Matter removed from current law appears ~~[in brackets and struckthrough.]~~
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

03/14/13 0805s
5June2013... 1900h
06/26/13 2183EBA

STATE OF NEW HAMPSHIRE

AN ACT establishing a state energy strategy.

1 276:1 State Energy Strategy; Purpose. Development of a state energy strategy is necessary to
2 ensure that the state's energy policies and programs support the state's economic, environmental,
3 and public health goals.

5 I. The general court finds that a comprehensive energy strategy will:

- (a) Provide forward-looking guidance on electric, gas, and thermal energy strategies.
- (b) Optimize the ready availability of energy supply, energy affordability, the retention in-state of energy expenditures, the retention of jobs, and the use of renewable energy sources and energy efficiency policies, including demand-side policies.
- (c) Minimize negative impacts to the economy, the environment, and the natural beauty of our state.

- 12 II. The general court further finds that the use of funding sources under the jurisdiction of
13 the public utilities commission, notwithstanding requirements under other provisions of law, to fund
14 the development of a state energy strategy is in the public interest.

15 276:3 New Chapter; State Energy Strategy. Amend RSA by inserting after chapter 4-D the
16 following new chapter:

STATE ENERGY STRATEGY

20 I. The office of energy planning, in consultation with the state energy advisory council
21 established in RSA 4-E:2, with assistance from an independent consultant and with input from the
22 public and interested parties, shall prepare a 10-year energy strategy for the state. The office shall
23 review the strategy and consider any necessary updates in consultation with the senate energy and
24 natural resources committee and the house science, technology and energy committee, after
25 opportunity for public comment, at least every 3 years starting in 2017. The state energy strategy
26 shall include, but not be limited to, sections on the following:

- 27 (a) The projected demand for consumption of electricity, natural gas, and other fuels for

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1 heating and other related uses.

2 (b) Existing and proposed electricity and natural gas generation and transmission
3 facilities, the effects of future retirements and new resources, and consideration of possible
4 alternatives.

5 (c) Renewable energy and fuel diversity.

6 (d) Small-scale and distributed energy resources, energy storage technologies, and their
7 potential in the state.

8 (e) The role of energy efficiency, demand response, and other demand-side resources in
9 meeting the state's energy needs.

10 (f) The processes for siting energy facilities in the state and the criteria used by the site
11 evaluation committee in giving adequate consideration to the protection of the state's ecosystems
12 and visual, historic, and aesthetic resources in siting processes.

13 (g) The relationship between land use and transportation policies and programs on
14 electricity and thermal energy needs in the state.

15 (h) New Hampshire's role in the regional electric markets, how the regional market
16 affects the state's energy policy goals, and how the state can most effectively participate at the
17 regional level.

18 II. The strategy shall include a review of all state policies related to energy, including the
19 issues in paragraph I, and recommendations for policy changes and priorities necessary to ensure
20 the reliability, safety, fuel diversity, and affordability of New Hampshire's energy sources, while
21 protecting natural, historic, and aesthetic resources and encouraging local and renewable energy
22 resources. The strategy shall also include consideration of the extent to which demand-side
23 measures including efficiency, conservation, demand response, and load management can cost-
24 effectively meet the state's energy needs, and proposals to increase the use of such demand resources
25 to reduce energy costs and increase economic benefits to the state.

26 III. The strategy development process shall include review and consideration of relevant
27 studies and plans, including but not limited to those developed by the independent system operator
28 of New England (ISO-NE), the public utilities commission, the energy efficiency and sustainable
29 energy board, legislative study committees and commissions, and other state and regional
30 organizations as appropriate. The strategy shall also include consideration of new technologies and
31 their potential impact on the state's energy future.

32 4-E:2 New Hampshire State Energy Advisory Council.

33 I. There is established the New Hampshire state energy advisory council.

34 (a) Members of the council shall be the following, or his or her designee:

35 (1) The director of the office of energy and planning, who shall serve as the
36 chairperson.

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- 1 (2) The chairperson of the public utilities commission.
- 2 (3) The commissioner of the department of environmental services.
- 3 (b) Legislative members of the council shall be:
- 4 (1) One member of the senate, appointed by the president of the senate.
- 5 (2) One member of the senate, appointed by the senate minority leader.
- 6 (3) One member of the science, technology and energy committee, appointed by the
- 7 speaker of the house of representatives.
- 8 (4) One member of the science, technology and energy committee, appointed by the
- 9 house minority leader.
- 10 (5) One member of the house of representatives, appointed jointly by the speaker of
- 11 the house and the house minority leader.
- 12 II. Legislative members may receive mileage for attendance at meetings and hearings of the
- 13 council.
- 14 4-E:3 Public Participation. The state energy advisory council shall provide duly noticed
- 15 opportunities for public and stakeholder participation in the development of the strategy. In
- 16 addition, at least 4 duly noticed public hearings shall be held in different regions of the state to seek
- 17 public input during the development of the energy strategy. Public comment shall be sought by the
- 18 office of energy and planning, the senate energy and natural resources committee, and the house
- 19 science, technology and energy committee prior to updating the strategy.
- 20 4-E:4 Costs. The office of energy and planning is authorized to expend up to \$200,000 from the
- 21 energy efficiency portion of the system benefits charge, the renewable energy fund established under
- 22 RSA 362-F:10, the energy efficiency fund established under RSA 125-O:23, or other funding sources
- 23 under the jurisdiction of the public utilities commission for the development of the strategy, and may
- 24 utilize any other sources available to the office necessary to fulfill the requirements of this chapter.
- 25 The office of energy and planning is encouraged to seek other funding to support the development
- 26 and updating of the strategy.
- 27 4-E:5 Reports. A draft state energy strategy shall be completed no later than May 1, 2014, and
- 28 shall be provided to the public for comment. A final state energy strategy shall be completed no later
- 29 than September 1, 2014. The final strategy shall be provided to the governor, the senate president,
- 30 the speaker of the house of representatives, the chairperson of the senate energy and natural
- 31 resources committee, the chairperson of the house science, technology and energy committee, and the
- 32 state library.
- 33 276:5 Repeal. RSA 4-E:2 through RSA 4-E:5, relative to New Hampshire state energy council, is
- 34 repealed.
- 35 276:6 Effective Date.
- 36 I. Section 5 of this act shall take effect December 31, 2014.

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1 II. The remainder of this act shall take effect upon its passage.

2

3 Approved: July 24, 2013

4 Effective Date: I. Section 5 shall take effect December 31, 2014.

5 II. Remainder shall take effect July 24, 2013