

STATE OF NEW HAMPSHIRE

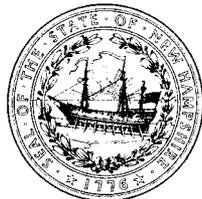
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JAR

CONSUMER ADVOCATE  
D. Maurice Kreis

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

ASSISTANT CONSUMER ADVOCATE  
Pradip K. Chattopadhyay

Tel. (603) 271-1172



Website:  
www.oca.nh.gov

OFFICE OF CONSUMER ADVOCATE

21 S. Fruit St., Suite 18  
Concord, NH 03301-2441

March 2, 2017

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

**REQUESTED ACTION**

Authorize the Office of the Consumer Advocate (OCA) to amend its contract with PCMG and Associates LLC of Gaithersburg, MD (Vendor #272739) by extending the expiration date of the contract from March 31, 2017 to December 31, 2018. The original contract was approved by Governor and Executive Council on June 1, 2016, Item No. 46. 100% Other Funds – Utility Assessments. No additional expenditure of funds beyond those already approved is being requested.

Funding is available in account Consumer Advocate as follows:

	<u>FY 2017</u>
010-081-28160000-046-500464 Consultants	\$ 5,060.00
010-081-28160000-233-500769 Litigation	\$29,000.00

**EXPLANATION**

The Office of the Consumer Advocate (OCA) entered into this contract to provide analysis and expert witness services in connection with Docket No. DE 16-241 at the Public Utilities Commission (PUC). The PUC opened Docket No. DE 16-241 to consider a request from Public Service Company of New Hampshire d/b/a Eversource for permission to include in nonbypassable *electric distribution rates* certain costs associated with Access Northeast, a *natural gas pipeline project* that would be constructed in New York, Connecticut, Rhode Island and Massachusetts. An affiliate of Eversource, along with another electric utility (National Grid) and a Texas-based pipeline company (Enbridge Inc., formerly known as Spectra Energy), would be the indirect co-owners of the Access Northeast project.

On October 6, 2016, the PUC ruled that the Electric Industry Restructuring Act (RSA Chapter 374-F) and other applicable New Hampshire law precluded the PUC from considering the Eversource petition. Eversource and

Enbridge subsidiary Algonquin Gas Transmission LLC have appealed this determination to the New Hampshire Supreme Court, where it has been docketed as Case No. 2017-0007. On February 25, 2017, the Court accepted the appeal and indicated that the case would in the near future be scheduled for briefing and oral argument.

Additionally, on February 21, 2017, the Senate Committee on Energy and Natural Resources held a hearing on Senate Bill 128. If enacted, SB 128 would have the effect of overruling the PUC's October 2016 determination and give the PUC clear authority to consider a request to put natural gas pipeline capacity costs into nonbypassable electric distribution rates.

In these circumstances, the OCA has determined that it would be improvident simply to assume that Docket No. DE 16-241 has reached its final conclusion. In our judgment, there is a significant possibility that either some version of SB 128 will be enacted during the current legislative session, or the PUC's ruling will be overturned later this year, which in either instance would reintroduce a need for the OCA to produce analysis and expert testimony of the sort called for in the contract with PCMG. Accordingly, we propose to extend the expiration date of the contract to December 31, 2018 – a date that relies on conservative assumptions concerning the time required to conclude the applicable appellate, legislative and administrative proceedings. In the course of negotiating the contract extension, the OCA has made clear to the contractor that its services will be required *only* in the event SB128 (or similar legislation) is enacted or the pending appeal is successful.

Thank you for your consideration. Please do not hesitate to contact me with any questions or concerns.

Sincerely,



D. Maurice Kreis  
Consumer Advocate

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now comes the New Hampshire Office of the Consumer Advocate, hereinafter "the Agency," and PCMG and Associates, LLC, hereinafter "the Contractor," and, pursuant to an agreement between the parties which was approved by Governor and Council on June 1, 2016 (Item # 46) hereby agree to modify as follows:

1. Item 1.7 of said contract is hereby modified such that the completion date is changed from March 30, 2017 to December 31, 2018.
2. All other provisions of the contract remain in effect.

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

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

PCMG and Associates, LLC

By: *Karl R. Pavlovic*  
Karl R. Pavlovic  
Managing Director

STATE OF MARYLAND  
County of Frederick

On this the 22<sup>nd</sup> day of February, 20 17, before the undersigned officer, personally appeared Karl R. Pavlovic and acknowledged himself to be the individual who executed the forgoing instrument for the purpose therein contained. In witness whereof I hereto set my hand and official seal.

**MICHELLE A. LEASE**  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires March 10, 2021

*Michelle Lease*  
Notary Public/Justice of the Peace



THE STATE OF NEW HAMPSHIRE  
Office of the Consumer Advocate

By: *D. Maurice Kreis*  
D. Maurice. Kreis, Consumer Advocate

STATE OF NEW HAMPSHIRE  
County of Merrimack

On this the 28<sup>th</sup> day of FEBRUARY 2017 before me personally appeared, D. Maurice Kreis who acknowledged himself to be the individual who executed the forgoing instrument for the purpose therein contained. In witness whereof I hereto set my hand and official seal.



Notary Public/Justice of the Peace

LORI A. DAVIS, Notary Public  
My Commission Expires July 11, 2017

Approved as to form, substance and execution by Attorney General this ~~28~~ day of ~~Feb~~, 2017.

By:  3/2/17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/21/2017

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 rights to the certificate holder in lieu of such endorsement(s).

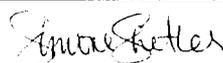
<b>PRODUCER</b> BB&T INS SERVICES/MD HANOVER CL CSC 414 GALLIMORE DAIRY RD #F GREENSBORO, NC 27409	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (866) 823-7504 FAX (A/C, No): 866-828-2424 E-MAIL ADDRESS: Certificate@hanover.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> PCMG AND ASSOCIATES LLC 22 BROOKES AVE GAITHERSBURG MD 20877	<b>INSURER A:</b> Massachusetts Bay Ins Co	<b>NAIC #</b> 22306
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			OD6 A550756 02	02/09/2017	02/09/2018	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire Office of the Consumer Advocate 21 S. Fruit Street, Suite 18 Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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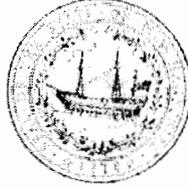
STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE  
Donald M. Kreis

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

ASSISTANT CONSUMER ADVOCATE  
Pradip K. Chattopadhyay

Tel. (603) 271-1172



Website:  
www.oeca.nh.gov

OFFICE OF CONSUMER ADVOCATE

21 S. Fruit St., Suite 18  
Concord, NH 03301-2441

May 18, 2016

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

**REQUESTED ACTION**

Pursuant to RSA 363:28, III, authorize the Office of the Consumer Advocate (OCA), to enter into a contract for professional services with PCMG and Associates, LLC of Gaithersburg, MD (Vendor #272739) in an amount not to exceed \$34,060.00 to provide expert services to support OCA proceedings before the Public Utilities Commission (Commission) effective upon Governor and Council approval through March 31, 2017. 100% Other Funds (Public Utilities Assessment).

Funding is available in account Consumer Advocate as follows with the authority to adjust encumbrances and appropriations across State Fiscal years with Budget Office approval as needed and justified:

Funding is available in account Consumer Advocate as follows:

02-81-81-812010-28160000 Consumer Advocate

	<u>FY 2016</u>	<u>FY 2017</u>
010-081-28160000-046-500464 General Consultants	\$10,000.00	
010-081-28160000-233-500769 Litigation	\$13,157.00	\$10,903.00

**EXPLANATION**

PCMG and Associates, LLC will provide expert assistance to the Office of the Consumer Advocate in connection with the evaluation of a petition by the electric distribution utility Eversource for authority from the Public Utilities Commission to enter into a 20-year contract for natural gas capacity. The analysis will include consideration of regional trends in fuel prices, electricity costs and other market conditions. The contractor will provide the OCA with an analysis of the impacts of the proposal on Eversource customers, provide testimony on

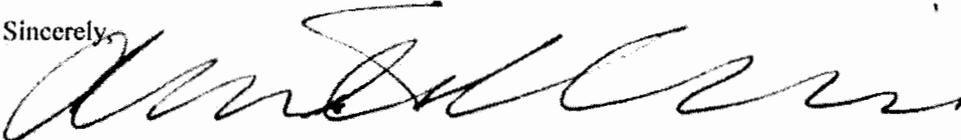
behalf of the OCA, assist with pre-hearing discovery, evaluate information provided by other parties and assist with the preparation of pleadings.

**RFP Process and Selection**

On March 9, 2016, the OCA provided a Request for Proposals (RFP) to consulting firms that work in the field of utility regulation, many of which were recommended by other Consumer Advocate offices around the country. The OCA also posted the RFP on our website. Two firms responded with proposals meeting the requirements of the RFP. PCMG and Associates, LLC proposed a competitive hourly rate, access to expert staff on the questions raised by the utility petition, and a not to exceed price to complete the contract. The OCA chose PCMG and Associates, LLC as the winning bidder based on its combination of expertise, direct experience and competitive price.

Thank you for your consideration. Please do not hesitate to contact me with any questions or concerns.

Sincerely,



Donald M. Kreis  
Consumer Advocate

## Bid Summary

### NH Office of the Consumer Advocate

(DK) Donald Kreis, Consumer Advocate; (PC) Dr. Pradip Chattopadhyay, Assistant Consumer Advocate; (NC) Nicholas Cicale, Attorney; (JB) James Brennan, Finance Director

<b>VENDOR : Synapse Energy</b>	<b>Max Points</b>	<b>DK</b>	<b>PC</b>	<b>NC</b>	<b>JB</b>	<b>AVG</b>
A. Knowledge and practical skills and experience to the project	25	20	22	12.5	20	
B. Experience & qualifications in providing similar services in NH and other states and to other state utility CAs or regulatory agencies	10	8	10	6	9	
C. Availability & accessibility of staff to project including physical proximity to NH and travel costs	10	8	9	10	10	
D. Ability to perform and complete the work requested	25	25	25	15	25	
E. Cost of consulting services and expenses. Not to exceed price of \$66,840, including travel, with hourly rates of \$230 (principal associate), \$200 (principal economist and key team member), \$175 (senior associate), \$165 (associate) and \$80 (support staff).	15	7	8	7.5	10	
F. Overall responsiveness to the requirements of the RFP	10	9	10	10	10	
G. Interviews, if performed	5					
<b>Criteria Score</b>	<b>100</b>	<b>77</b>	<b>84</b>	<b>61</b>	<b>84</b>	<b>76.5</b>

<b>VENDOR: PCMG &amp; Associates</b>	<b>Max Points</b>	<b>DK</b>	<b>PC</b>	<b>NC</b>	<b>JB</b>	<b>AVG</b>
A. Knowledge and practical skills and experience to the project	25	18	22	18	20	
B. Experience & qualifications in providing similar services in NH and other states and to other state utility CAs or regulatory agencies	10	7	9	10	8	
C. Availability & accessibility of staff to project including physical proximity to NH and travel costs	10	5	9	6	8	
D. Ability to perform and complete the work requested	25	25	25	20	25	

### Bid Summary

E. Cost of consulting services and expenses. Not to exceed price of \$34,060 including travel, with an hourly rate for all personnel of \$195.	15	15	15	15	13	
F. Overall responsiveness to the requirements of the RFP	10	7	9	10	10	
G. Interviews, if performed	5					
<b>Criteria Score</b>	<b>100</b>	<b>77</b>	<b>89</b>	<b>79</b>	<b>84</b>	<b>82.25</b>

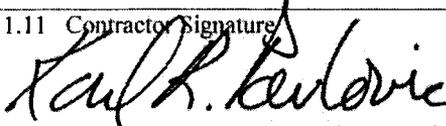
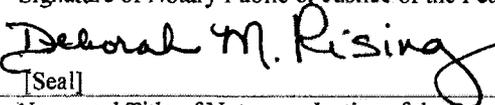
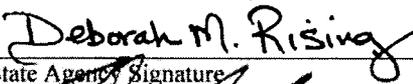
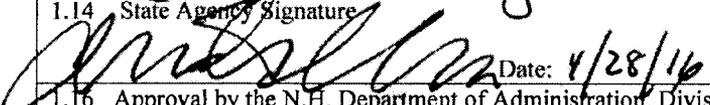
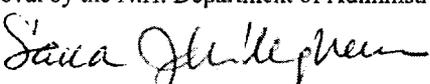
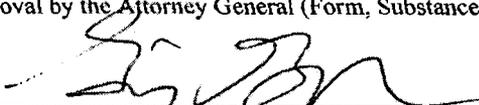
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Office of Consumer Advocate		1.2 State Agency Address 21 S. Fruit Street, Ste 18, Concord, NH 03301	
1.3 Contractor Name PCMG and Associates, LLC		1.4 Contractor Address 22 Brookes Ave, Gaithersburg, MD 20877	
1.5 Contractor Phone Number 202-422-2720	1.6 Account Number 281600001/500769	1.7 Completion Date March 31, 2017	1.8 Price Limitation \$34,060
1.9 Contracting Officer for State Agency Donald M. Kreis		1.10 State Agency Telephone Number 603-271-1174	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Karl Richard Pavlovic, Managing Director	
1.13 Acknowledgement: State of <u>Maryland</u> , County of <u>Frederick</u> On <u>April 25, 2016</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 <del>she</del> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory DONALD M. KREIS, CONSUMER ADVOCATE	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>5/6/16</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/9/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.

Scope of Services

PCMG and Associates, LLC shall deliver services at the direction of and in a manner prescribed by the OCA, consistent with the procedural schedule adopted by the Public Utilities Commission in Docket No. DE 16-241. Deliverables include:

- An independent analysis of both the short-term and long-term cost impacts of the proposal on Eversource customers in New Hampshire (including residential customers). The analysis will include comprehensive consideration of expected and potential trends in fuel prices and electricity costs, market responses expected with respect to electric supply over time and existing resources, future regional market trends, existing market realities, etc.
- An independent critique of the report entitled "Access Northeast Project – Reliability Benefits and Energy Cost Savings to New England Consumers," prepared for Eversource and its affiliates by the consulting firm ICF International and appended to the Eversource petition beginning at page 396 of the filing.
- An independent analysis of the retail bill impacts in New Hampshire of Eversource's proposed Long-Term Gas Transportation and Storage Contracts (LGTSC) Tariff (pages 461-468 of the Eversource filing), with recommended changes as appropriate).
- Review and analysis of Eversources's responses to discovery requests;
- Preparation of pre-filed written testimony on behalf of the OCA;
- Response to discovery requests on testimony;
- Review and analysis of testimony filed by other parties as well as Eversources's rebuttal testimony, if any;
- Review and analysis of data responses on other parties' testimony or Eversources's rebuttal, if any;
- Assistance with settlement discussions;
- Assistance with hearing preparation including drafting questions for cross examination;
- Attendance at technical sessions, settlement conferences and/or hearings;
- Assistance with the preparation of pleadings, including motions to compel responses to discovery requests and post-hearing briefs; and
- Other assistance as needed.

Initials

Date

TRP  
7/25/16

PAYMENT TERMS

The hourly rate for PCMG professional staff is \$195. Invoices will be based on actual time expended, in increments of 0.25 hours. Travel expenses for attendance at meetings and hearings in Concord will be reimbursed at a rate of \$450 for transportation and hotel/meals per diem of \$200. The total not-to-exceed price for PCMG's services under this contract is \$34,060, which is based on an estimated 168 hours of work and two trips for PCMG from Washington, D.C. to Concord.

Initials *KRP*  
Date *4/26/16*

**SPECIAL PROVISIONS**

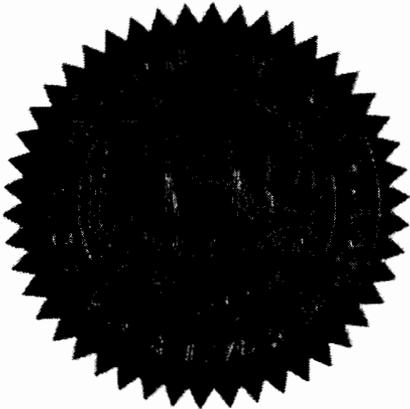
There are no special provisions.

Initials *KRP*  
Date *3/25/16*

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PCMG AND ASSOCIATES, LLC a(n) Maryland limited liability company registered to do business in New Hampshire on May 5, 2016. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9<sup>th</sup> day of May, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner", is written in a cursive style.

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

I, Karl Richard Pavlovic, hereby certify that:  
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of PCMG and Associates LLC  
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind PCMG and Associates LLC  
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Karl R. Pavlovic  
(Contract Signatory - Signature)

April 25, 2016

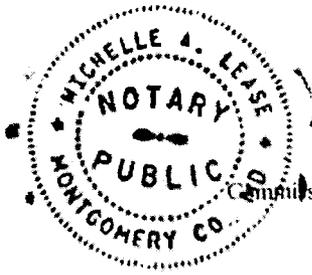
(Date)

STATE OF Maryland  
COUNTY OF Montgomery

On this the 5<sup>th</sup> day of May, 2016, before me Michelle Lease,  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Karl R. Pavlovic, known to me (or  
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



(NOTARY SEAL)

Commission Expires: 3/10/17

Michelle Lease  
(Notary Public / Justice of the Peace - Signature)

MICHELLE A. LEASE  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires March 10, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/27/2016

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

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

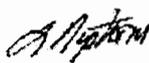
<b>PRODUCER</b> BB&T INS SERVICES/MD HANOVER CL CSC 414 GALLIMORE DAIRY RD #F GREENSBORO, NC 27409	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 823-7504 E-MAIL ADDRESS: Certificate@hanover.com FAX (A/C, No): 866-828-2424
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Massachusetts Bay Ins Co NAIC #: 22306 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> PCMG AND ASSOCIATES LLC 22 BROOKES AVE GAITHERSBURG MD 20877	

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		OD6 A550756 01	02/09/2016	02/09/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire Office of the Consumer Advocate 21 S. Fruit Street, Suite 18 Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

LKM  
R054

DATE (MM/DD/YYYY)  
4/28/2016

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  AUTOMATIC DATA PROCESSING INS AGCY 250874 P: F: PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE NAIC#
<b>INSURED</b>  PCMG AND ASSOCIATES LLC 22 BROOKES AVE GAITHERSBURG MD 20877	INSURER A: Hartford Casualty Ins Co 29424
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADMT INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED:    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WBG 210570	02/09/2016	02/09/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

THE STATE OF NEW HAMPSHIRE  
OFFICE OF THE CONSUMER ADVOCATE  
22 S FRUIT ST STE 18  
CONCORD, NH 03301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE