

CONSUMER ADVOCATE
D. Maurice Kreis

ASSISTANT CONSUMER ADVOCATE
Pradip K. Chattopadhyay

STATE OF NEW HAMPSHIRE



OFFICE OF THE CONSUMER ADVOCATE
21 S. Fruit St., Suite 18
Concord, N.H. 03301-2429

102 JR

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

Tel. (603) 271-1172

Website:
www.oca.nh.gov

May 26, 2020

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

REQUESTED ACTION

Authorize the Office of the Consumer Advocate to amend its contract with Larkin & Associates, PLLC of 15728 Farmington Road, Livonia, MI 48154 (Vendor No. 300108) on a **SOLE SOURCE** basis by extending the expiration date of the contract from June 30, 2020 to December 31, 2020 and by increasing the amount of the contract by \$10,000, from \$68,000 to \$78,000. The original contract, for expert services, was approved by the Governor and Executive Council on March 13, 2019 (Item No. 49). Effective upon Governor & Council approval through Dec 31, 2020. **100% Public Utility Assessment**

Funding is available in account Consumer Advocate as follows:

	<u>FY 2020</u>
010-081-28160000-046-500464 Consultants	\$10,000

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 19-057 at the Public Utilities Commission (PUC). The PUC opened the docket to consider a significant increase in electric distribution rates proposed by Public Service Company of New Hampshire d/b/a Eversource Energy on May 28, 2019. Pursuant to RSA 378:6, I(a), such a rate cases must ordinarily be concluded within 12 months of its filing by the utility. However, pursuant to Exhibit D (April 24, 2020) to Emergency Order No. 29, issued by Governor Sununu on April 9, 2020, this statutory deadline has been extended to November 28, 2020 in light of the pandemic.

We have been advised by the PUC to expect Docket No. DE 19-057 to proceed to hearing over the course of several weeks in September and October of 2020. Larkin & Associates conducted a detailed analysis of the utility's proposed annual revenue requirement; it will be necessary for

one of the principals of the firm to appear at the hearing to testify about the results of this analysis. Thus, the purpose of the proposed contract amendment is to allow for this testimony to take place and, secondarily, for Larkin & Associates to conduct additional analysis arising out of any circumstances that have changed with the unusually long time this case has been pending and the unusual circumstances (i.e., changes in the utility operating environment in light of the pandemic and resulting economic upheaval).

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

Sincerely,

A handwritten signature in black ink, appearing to read "D. Maurice Kreis". The signature is fluid and cursive, with a prominent initial "D" and a long, sweeping underline.

D. Maurice Kreis
Consumer Advocate

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

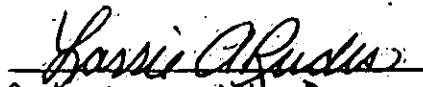
Now comes the New Hampshire Office of the Consumer Advocate and Larkin & Associates, PLLC, and pursuant to an agreement between the parties which was approved by Governor and Council on March 13, 2019 (Item # 49), hereby agree to modify as follows:


1. Item 1.7 of said contract is hereby modified such that the completion date is changed to December 31, 2020.
2. Item 1.8 of said contract is hereby modified such that the price limitation is changed from \$68,000 to \$78,000.
3. All other provisions of the contract remain in effect.

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


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

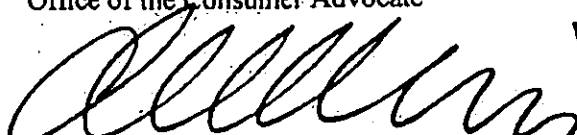
LARKIN & ASSOCIATES, PLLC


Approval by N.H. Division
of Personnel 6/11/2020


By: Hugh Larkin, Jr.
Partner

THE STATE OF NEW HAMPSHIRE
Office of the Consumer Advocate


Approval by the Attorney General
(Form, Substance, and Execution) June 9, 2020


By: D. Maurice Kreis
Consumer Advocate
MAY 21, 2020

State of New Hampshire

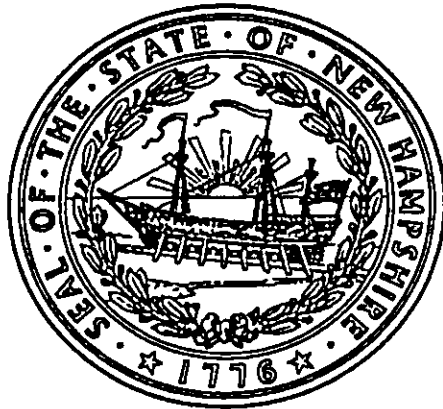
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LARKIN & ASSOCIATES, PLLC is a Michigan Professional Limited Liability Company registered to transact business in New Hampshire on January 08, 2019. 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: 810185

Certificate Number: 0004901854



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, HUGH LARKIN JR, 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 LARKIN & ASSOCIATES PLLC
(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 LARKIN & ASSOCIATES PLLC
(Name of Limited Liability Company)

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

Hugh Larkin Jr
(Contract Signatory - Signature)

May 4, 2020
(Date)

STATE OF Michigan
COUNTY OF Wayne

On this 4th day of May 2020, before me Christine Miller,
(Day) (Month) (Yr) (Name of Notary Public/Justice of the Peace)
the undersigned officer, personally appeared Hugh Larkin, Jr, 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)

Christine Miller
(Notary Public/Justice of the Peace Signature)

Commission Expires: 11/8/2021

CHRISTINE MILLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Nov 8, 2021
ACTING IN COUNTY OF Wayne



THE HARTFORD
 BUSINESS SERVICE CENTER
 3600 WISEMAN BLVD
 SAN ANTONIO TX 78251

May 4, 2020

The State of New Hampshire
 Office of Consumer Advocates
 21 S FRUIT ST STE 18
 CONCORD NH 03301-2428

TH
 HA

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Account Information:

Policy Holder Details :	LARKIN & ASSOCIATES HUGH LARKIN JR & HELMUTH W SCHULTZ III D/B/A
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TH
 HA



Contact Us

Business Service Center
Business Hours: Monday - Friday
 (7AM - 7PM Central Standard Time)
Phone: (888) 920-6259
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

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Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team
 Policy

TH
 HA

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 1.com
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Enclosed
 question:

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Account

Your Plan

Policy

WLTR005

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2020

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 A J GALLAGHER RISK MGMT INC/PHS 81150572 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: NAME:	
	PHONE (888) 920-6259 (A/C, No, Ext):	FAX (888) 443-8112 (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		
INSURED LARKIN & ASSOCIATES HUGH LARKIN JR & HELMUTH W SCHULTZ III D/B/A 15728 FARMINGTON RD LIVONIA MI 48154-2858	INSURER A: Hartford Fire Insurance Company NAIC# 19682	
	INSURER B: Hartford Underwriters Insurance Company NAIC# 30104	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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
San	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liability			81 SBA PB2988	11/01/2019	11/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
San	AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
San	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS			81 SBA PB2988	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
San	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE RETENTION \$						EACH OCCURRENCE AGGREGATE
San	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	81 WEC KA2443	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
San	EMPLOYMENT PRACTICES LIABILITY			81 SBA PB2988	11/01/2019	11/01/2020	Each Claim Limit \$5,000 Aggregate Limit \$5,000

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 Consumer Advocates 21 S FRUIT ST STE 18 CONCORD NH 03301-2428	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>
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STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE
D. Maurice Kreis

ASSISTANT CONSUMER ADVOCATE
Pradip K. Chattopadhyay



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

Tel. (603) 271-1172

Website:
www.oca.nh.gov

OFFICE OF CONSUMER ADVOCATE
21 S. Fruit St., Suite 18
Concord, NH 03301-2441

G + C # 49
date 3/13/19

February 19, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 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 Larkin & Associates, PLLC, 15728 Farmington Road, Livonia, MI 48154 (Vendor #300108) to provide expert services to support the participation of the OCA in an upcoming major electric utility rate case (to be filed in April by Public Service Company of New Hampshire d/b/a Eversource Energy) at the Public Utilities Commission (PUC), plus additional cases as time and budget allow for an amount not to exceed \$68,000. The contract will be effective upon Governor and Council approval through June 30, 2020. **100% Public Utility Assessment**

Funding is available in account Consumer Advocate as follows for FY2019, funding for FY2020 is contingent on budget approval, with authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if necessary and justified:

02-81-81-812010-28160000 Consumer Advocate

010-081-28160000-233-500769 Litigation

FY 2019
\$30,000

FY2020
\$38,000

EXPLANATION

The OCA represents the interests of residential utility customers and, in that capacity, participates in dozens of proceedings before the PUC each year. In terms of both importance and scope, the most significant PUC proceedings are rate cases in which the entirety of a utility's revenue requirement (including the prudence of expenses and capital expenditures included in that requirement), as well as the design of the rates used to recover the revenue requirement, receive detailed and comprehensive consideration. With a professional staff consisting of two attorneys, an economist and a director of finance, the OCA has typically relied on outside experts who specialize in utility regulation to augment in-house resources so that we may participate fully and vigorously in such major proceedings before the PUC.

Two major rate cases are expected to be filed in April of 2019. One involves the state's largest electric utility – Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) – and will be Eversource's first such rate proceeding in a decade. The second involves Granite State Electric Company d/b/a Liberty Utilities (Liberty). To assist the OCA with its work on the Eversource rate case, the OCA proposes to enter into a contract with Larkin & Associates, PLLC for the purpose of reviewing, analyzing, critiquing and (as necessary) improving upon the utility's proposed revenue requirements. The principal focus of such an inquiry is on the prudence of the utility's operating expenses and capital costs. As described below, the proposed contract is one of three the OCA has negotiated as the result of its most recent Request for Proposals (RFP). The work product of Larkin & Associates, PLLC would include but not be limited to pre-filed written testimony that would be subject to cross-examination at Commission hearings.

RFP Process and Selection

On October 4, 2018, the OCA issued an (RFP) to consulting firms that specialize in providing expert assistance with utility rate cases. The RFP made specific reference to the upcoming Eversource and Liberty rate cases. In light of the breadth of issues likely to arise in those cases, and the OCA's understanding that eligible consulting firms often develop particular expertise in discrete aspects of utility regulation, the RFP reserved the OCA's right to enter into more than one contract in the event a combination of winning bidders provides the best option for obtaining the services that were sought via the RFP.

Nine responses to the OCA were received. Upon reviewing the proposals, the OCA concluded that a combination of winning bidders would indeed provide the best option given that the bidders tended to specialize in either issues related to revenue requirements and issues related to rate design and revenue recovery. Accordingly, the OCA concluded that it would enter into three contracts: two concerning the revenue requirements for each of the utilities and a third focused on rate design and related issues that do not concern revenue requirements. The bids were scored on this basis by the four members of the OCA's professional staff. In connection with revenue requirements issues, the OCA thereby chose

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

February 19, 2019

Page 3 of 3

Larkin & Associates, PLLC as the winning bidder based on the 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.

Respectfully,

A handwritten signature in black ink, appearing to read "D. Kreis", written in a cursive style.

D. Maurice Kreis
Consumer Advocate

Bid Summary for OCA RFP No. 2018-1 (Concerning Revenue Requirements in Eversource Rate Case)

Vendor Name	Address
Marc H. Vatter	9 Underhill Street, Nashua, New Hampshire
Ben Johnson Associates, Inc.	5600 Pimlico Drive, Tallahassee, Florida
Larkin & Associates PLLC	15728 Farmington Road, Livonia, Michigan
Innogy Consulting U.S. LLC	200 Portland Street, Boston, Massachusetts
Wired Group	P.O. Box 150963, Lakewood, Colorado
Strategen Consulting LLC	2150 Alston Way, Berkeley, California
Hudson River Energy Group	235 Lark Street, Albany, New York
Bion C. Ostrander	1121 SW Chetopa Trail, Topeka, Kansas
PCMG and Associates LLC	22 Brookes Avenue, Gaithersburg, Maryland

Criterion	Max Points	Vatter	BJA	Larkin	Innogy	Wired	Strategen	Hudson	Bion	PCMG
Qualifications, technical expertise, knowledge and practical experience re rate cases, particularly in re affiliates of Eversource	30	3.5	4.5	27.25	5.75	19.75	5	7.25	25.75	21.75
Cost of services and expenses, with emphasis on hourly rates	25	11.25	6.25	21.5	8.25	19.75	9.75	10.75	23.5	20.5
General experience and qualifications in NH and in re ratepayer advocacy	25	4.5	11.25	23	8.25	18.25	8	7.25	20	20.75
Availability and accessibility of staff	10	5	3	7.75	4.25	8	3.25	3.75	7.75	7.75
Overall responsiveness to RFP requirements, completeness, clarity	10	1.25	4.5	8.75	3	7.5	2.75	3.5	9.25	5.5
TOTAL	100	25.5	29.5	88.25	29.5	73.25	28.75	32.5	86.25	76.25

Evaluation Committee members: D. Maurice Kreis, Pradip Chattopadhyay, James Brennan, Brian Buckley

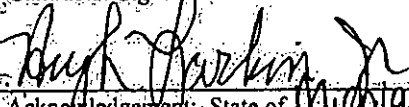
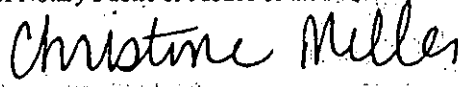

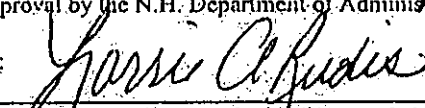
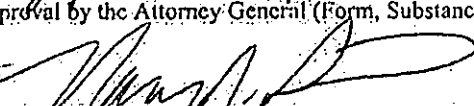
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Office of the Consumer Advocate		1.2 State Agency Address 21 South Fruit Street, Ste 18, Concord, NH 03301	
1.3 Contractor Name Larkin & Associates, PLLC		1.4 Contractor Address 15728 Farmington Road, Livonia, MI 48154	
1.5 Contractor Phone Number 734-522-3420	1.6 Account Number 010-081-28160000-233-500769	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$68,000
1.9 Contracting Officer for State Agency D. Maurice Kreis		1.10 State Agency Telephone Number 603-271-1174	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory HUGH LARKIN JR PARTNER	
1.13 Acknowledgement: State of <u>Michigan</u> , County of <u>Wayne</u> On <u>January 30, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace: 			
1.13.2 Name and Title of Notary or Justice of the Peace Christine Miller Regulatory Analyst			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory D. MAURICE KREIS, CONSUMER ADVOCATE	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) On <u>2/19/2019</u> By:  Director, On: <u>2.19.19</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/20/2019</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

Contractor Initials

Date

AK
1/30/19

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

Larkin and Associates, PLLC shall deliver services at the direction of and in a manner prescribed by the Office of the Consumer Advocate (OCA), consistent with the procedural schedule adopted by the Public Utilities Commission in connection with the electric rate case to be filed in 2019 by Public Service Company of New Hampshire d/b/a Eversource Energy. Deliverables include:

- Analysis of the expenses included in the utility's revenue requirements according to the applicable legal standards;
- Analysis of the capital costs, including working capital costs, proposed by the utility for inclusion in recoverable rate base according to the applicable legal standards;
- Analysis of affiliate transactions, their allocation, and their costs;
- Analysis of the schedules, financial statements and supporting documents submitted by the utility in connection with the rate case;
- Analysis of any managerial or financial audits conducted by the utility or the Staff of the Public Utilities Commission;
- Development of alternative revenue requirement (including schedules in live Excel format);
- Assistance with the development of discovery requests concerning these issues to be tendered to the utility;
- Development of written direct testimony on revenue requirements;
- Development of responses to discovery requests on such pre-filed testimony;
- Review and analysis of testimony filed by other parties;
- Assistance with settlement discussions;
- Assistance with hearing preparation including drafting questions for cross-examination;
- Remote attendance at technical sessions and settlement conferences;
- In-person attendance at hearings;
- Assistance with the preparation of pleadings, including motions to compel responses to discovery requests and post-hearing briefs; and
- Other assistance as needed, with both the rate case and, as resources allow, a similar rate case being contemporaneously filed by Granite State Electric Company d/b/a Liberty Utilities.

Initials HL
Date 1/30/19

Payment Terms

The hourly rates for the professional staff of Larkin and Associates, PLLC are as follows: Senior Partner, \$185; Senior Regulatory Consultant, \$175; Regulatory Consultant, \$125; Regulatory Analyst, \$105; Research Assistant, \$75; word processing and administrative support staff, \$25.

Travel expenses for attendance at meetings and hearings in Concord will be reimbursed at cost and subject to the discretion of the OCA.

The total not-to-exceed price for the services of Larkin and Associates, PLLC under this contract is \$68,000.

Initials HL
Date 1/30/19

Special Provisions

[None]

Initials AD
Date 11/30/19

STATE OF N.H. P-37 CONTRACT CHECKLIST

PART 2: CONTRACT CHECKLIST FOR DEPARTMENT OF ADMINISTRATIVE SERVICES REVIEW			
Item	Verify	<input type="checkbox"/>	Comments
27. Request Letter – Requested Action	Requesting Party; purpose (to enter into a contract); contractor name/address; cost; services; timing; funding source.	<input type="checkbox"/>	
28. Request Letter – Funding & Funding Statement	Verify that funding is available; contingent upon future budgets; allocated by fiscal year; proper account numbers used.	<input type="checkbox"/>	
29. Request Letter – Explanation	Description of services; reason for retroactive or sole source; details of bidding process; proper statewide approvals obtained.	<input type="checkbox"/>	
30. DoIT Approval (if applicable)	Dept. of Information Technology Approval Letter attached.	<input type="checkbox"/>	
31. Personnel Approval (if applicable)	Director of Personnel signature on P-37 or approval letter attached.	<input type="checkbox"/>	
32. Lease Approval	Review/Approval by DAS/Bureau of Planning & Management, if applicable.	<input type="checkbox"/>	
33. Bid Evaluation/ Summary	Criteria & scoring; evaluation team members & qualifications included; bid-opening minutes.	<input type="checkbox"/>	
34. Central Services – Is a Statewide contract available?	Limit contract to period for which a statewide contract is not available.	<input type="checkbox"/>	
35. Memorandum of Understanding	One request for both agencies with all required information/approvals.	<input type="checkbox"/>	
36. Authorized Signor	Agency signatory must have legal authority (via statute or power of attorney) to contract on behalf of the State.	<input type="checkbox"/>	

STATE OF N.H. P-37 CONTRACT CHECKLIST

37. Social Service Contracts	Provide latest F/S; list of BOD; key personnel & salaries; resumes of those involved in the project.	<input type="checkbox"/>	
38. Format	Pages double-sided; ¼ inch margins; font is 10 Pica or larger; all pages sequentially numbered and labeled (Page 1 of; Exhibit A, B, etc); pages initialed and dated by contractor.	<input type="checkbox"/>	
39. Number of Copies	One original plus 6 copies (1 G&C and 5 DAS)	<input type="checkbox"/>	
40. Order of Documents in Request Package	G&C Letter; bid summary; DoIT approval; personnel approval; lease approval; executed contract or contract amendment; Exhibit A; Exhibit B; Exhibit C; Certificate of Good Standing; Certificate of Vote/ Authority; Certificate of Insurance; Bond/Security and Power of Attorney; Workers' Compensation; Business Associate Agreement; Social Services Documents; Audited F/S, BOD, key personnel, resumes; original request letter & contract, if current request is an amendment.	<input type="checkbox"/>	
41. Review for Nonpublic Information	Confirm that the agency has checked "yes" to Box 12 above.	<input type="checkbox"/>	

FOR DAS USE ONLY

DATE RECEIVED:	REVIEWING BUSINESS SUPERVISOR:
PHONE:	EMAIL:

NOTES
