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STATE OF NEW HAMPSHIRE

CHAIRWOMAN  
Dianne Martin

COMMISSIONERS  
Kathryn M. Bailey  
Michael S. Giaimo

EXECUTIVE DIRECTOR  
Debra A. Howland



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

Tel. (603) 271-2431

FAX No. 271-3878

Website:  
www.puc.nh.gov

PUBLIC UTILITIES COMMISSION

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

August 20, 2020

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

**REQUESTED ACTION**

Authorize the New Hampshire Public Utilities Commission (Commission) to amend the existing contract with Scott J. Mueller (Attorney Mueller) (VC#307447) by extending the expiration date from September 30, 2020 to December 31, 2020. Under the contract Attorney Mueller serves as co-counsel with Public Utilities Commission Staff attorneys, providing legal services to Commission Staff in connection with Docket DE 19-057, Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) Notice of Intent to File Rate Schedules (Eversource Rate Case). The original contract was approved by Governor and Council on July 31, 2019, Item #66. No additional funding is being requested at this time. Funding is 100% Other Funds (Public Utility Assessment).

**EXPLANATION**

The Commission respectfully requests an amendment to extend the completion date of the existing legal services contract with Attorney Mueller. The amendment extends the term of the contract to allow Attorney Mueller to continue serving as co-counsel for Commission Staff in the Eversource Rate Case through its anticipated completion, which has been delayed primarily as a result of the state of emergency resulting from the novel coronavirus pandemic. Attorney Mueller was selected following a competitive request for proposals (RFP) process conducted last year, in Commission RFP #2019-004. He has been actively engaged in representing the Commission as co-counsel since the contract became effective. In order to maintain continuity of legal representation throughout the Eversource Rate Case, the Commission is requesting approval of the contract term extension.

This amendment is a time only extension and does not require additional funding. No General Funds have been or will be used for this contract, which is funded by utility assessment pursuant to RSA 365:37.

I am available to answer any questions you may have. Thank you very much for your consideration.

Respectfully submitted,

Dianne Martin  
Chairwoman

Attachments:  
Amendment with Exhibits

## CONTRACT AMENDMENT

This Contract Amendment ("Amendment") is entered into this 20<sup>th</sup> day of August, 2020, by and between the State of New Hampshire, acting by and through the New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, NH 03301 (hereinafter referred to as "State"), and Scott J. Mueller, Esq., 16 Conant Road, Chestnut Hill, MA 02467 (hereinafter referred to as "the Contractor"), and collectively referred to as "the Parties."

WHEREAS, the Parties entered into a contract, approved by the Governor and Executive Council on July 31, 2019 as item # 66 (hereinafter referred to as "the Contract");

WHEREAS, on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak, and on Friday, March 13, 2020, the Governor of the State of New Hampshire issued Executive Order 2020-04, an order declaring a State of Emergency due to COVID-19;

WHEREAS, the COVID-19 Outbreak has impacted the procedural schedule and related provision of services under the Contract;

WHEREAS, the Parties desire to extend and amend the Contract, as provided in this Amendment; and

WHEREAS, the Contract allows for amendments by an instrument in writing executed by both Parties;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the Parties do hereby agree as follows:


1. Section 1.7, Completion Date, P-37 of the existing Contract is hereby deleted in its entirety and replaced with the following: December 31, 2020.
2. Exhibit C is hereby amended to add the following language thereto:

The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in Exhibit A of this Agreement, any such disruption, delay, or other impact is foreseeable at the time of this Amendment and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Commission. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Commission shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are consistent with the Scope of Services, hourly rate and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

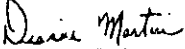
3. This Amendment shall become effective upon approval by the New Hampshire Governor and Executive Council.
4. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties thereunder, shall remain in full force and effect with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the Parties have set their hands the date first-written above.

  
Scott J. Mueller, Esq.

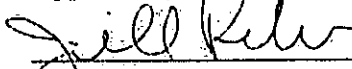
Date: August 12, 2020

STATE OF NEW HAMPSHIRE  
Public Utilities Commission

  
Dianne Martin, Chairwoman

Date: 8/20/20

Approval by the Attorney General's Office (Form, Substance, and Execution)

  
Print Name and Title

Date: 8/28/20

Jill Perlow, Senior Asst. Atty. Gen.

Approval by the Department of Administration, Division of Personnel

  
Print Name and Title

Date: 9/4/2020

Approval by the Governor and Executive Council

G&C Item number: \_\_\_\_\_

G&C Meeting Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/14/2020

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).

<b>PRODUCER</b> BL Insurance Brokerage, LLC 4 Welby Road New Bedford, MA 02745	<b>CONTACT NAME:</b> PHONE (AC, No, Ext): 508-992-8444 FAX (AC, No): 508-995-2066 E-MAIL ADDRESS: office@blinsurancebrokerage.com
	<b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER:** 3,186      **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 INSR	SUBR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			LHYD93800800	6/03/2020	6/03/2021	\$2,000,000 per claim \$2,000,000 aggregate \$1,000 per claim ded

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

This is a claims made Policy.  
 The insurer shall provide the Certificate Holder no less than 30 days, prior written notice of cancellation or modification of the policy.

<b>CERTIFICATE HOLDER</b> New Hampshire Public Utilities Commission 21 Fruit Street Suite 10 Concord, NH 03301 ATTN: David K. Weisner, Legal Division Director	<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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JOR

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CHAIRMAN  
Martin P. Honigberg

COMMISSIONERS  
Kathryn M. Bailey  
Michael S. Giaimo

EXECUTIVE DIRECTOR  
Debra A. Howland



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

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

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FAX (603) 271-3878

Website:  
www.puc.nh.gov

July 18, 2019

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

**REQUESTED ACTION**

Pursuant to RSA 365:37, authorize the New Hampshire Public Utilities Commission (Commission) to enter into a contract with Scott J. Mueller, in an amount not to exceed \$250,000 (Vendor #307447), to serve as co-counsel providing legal services to the Commission and its Staff in connection with Docket DE 19-057, Public Service Company of New Hampshire d/b/a/ Eversource Energy (Eversource) Notice of Intent to File Rate Schedules (Eversource Rate Case). The legal services contract will be in effect from the date of Governor and Council approval through September 30, 2020. Funding is 100% Utility Assessment.

Funding is authorized from the account, Legal Consultants, as follows:

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

FY 2020	Total
\$250,000.00	\$250,000.00

**EXPLANATION**

The Commission respectfully requests authority to enter into a contract in an amount not to exceed \$250,000.00 with Scott J. Mueller to provide legal services as co-counsel in the Eversource Rate Case, which will determine Eversource's base electric distribution rates going forward. Eversource's last full rate case was filed in 2009, and much about the Company and the industry has changed since then. The new case will require extensive and intensive review and analysis of a wide range of complex issues and include a number of intervenors. The Commission therefore determined that additional expert legal support is warranted.

The Commission issued a Request for Proposals (RFP) on May 21, 2019, seeking proposals from qualified law firms or individual attorneys to serve as co-counsel with Commission Staff. Notice of the RFP was published in

G&C 7/31/2019  
Initials *lele*  
Date 7/18/19

the *Union Leader* for three days and was posted on the Commission's website. The Commission received two responses to the RFP. An evaluation team consisting of the Director of the Commission's Electric Division, the Director of the Commission's Legal Division, and a senior Staff Attorney/Hearings Examiner, reviewed the two RFP responses. The two proposals were scored using the selection criteria identified in the RFP, weighted as follows: qualifications, certifications, knowledge, and relevant experience, and absence of any actual or potential conflicts (max. 50 points); cost of co-counsel legal services and expenses, including competitiveness of the proposed fees and/or hourly rates and any proposed discounts or other benefits (max. 25 points); proposer's ability to work effectively in New Hampshire, including accessibility and proximity to, and familiarity with, the state (max. 15 points); and overall responsiveness of the proposal to the requirements of the RFP, including completeness, clarity, and quality (max. 10 points).

After a careful review of the two proposals, the Commission's evaluation team determined that both proposers were well-qualified to perform the required services, but Scott Mueller scored higher overall and should be engaged as outside co-counsel for the Eversource Rate Case. Attorney Mueller's proposal received 87 points in the scoring and the competing proposal received 83 points. One issue that differentiated the proposals was "actual or potential conflicts," an element of the first scoring criteria set. Mr. Mueller is a solo practitioner in Massachusetts with no current or recent practice before the Commission. The other proposal came from a law firm in New Hampshire that has represented a number of different clients before the Commission and is likely to do so again in the future. The potential for apparent conflicts was factored into the scoring of the firm's proposal.

The contract amount will not affect the General Fund. Eversource will be assessed pursuant to RSA 365:37, which permits the Commission to obtain experts and charge the costs to the regulated electric utility that filed the pending petition for a rate increase.

Your consideration of our request is appreciated.

Respectfully submitted,



Martin P. Honigberg  
Chairman

Attachment:  
Agreement with Exhibits

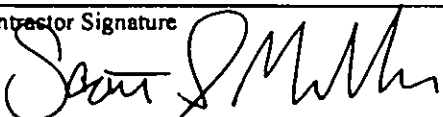
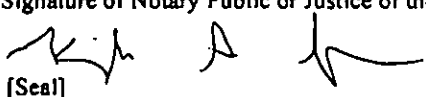

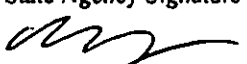
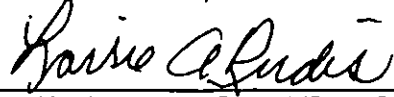
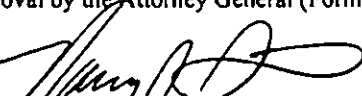
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Public Utilities Commission		1.2 State Agency Address 21 South Fruit Street, Suite 10, Concord NH 03301	
1.3 Contractor Name Scott J. Mueller		1.4 Contractor Address 16 Conant Road, Chestnut Hill, MA 02467	
1.5 Contractor Phone Number (978) 460-0693	1.6 Account Number 52150000-046-500464	1.7 Completion Date September 30, 2020	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency David K. Wiesner, Legal Division Director		1.10 State Agency Telephone Number (603) 271-2431	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott J. Mueller, Individual	
1.13 Acknowledgement: State of <del>Massachusetts</del> County of <del>Sherborn</del> On 7/21/2019, 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  [Seal]		 KYLE A. TAVARES Notary Public, Commonwealth of Massachusetts My Commission Expires October 24, 2025	
1.13.2 Name and Title of Notary or Justice of the Peace Kyle A. Tavares Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Martin Hwang, Chair	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 7/10/2019			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/16/2019			
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 SJM  
Date 7/2/2019



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.

## EXHIBIT A

### SCOPE OF SERVICES

Scott J. Mueller Law Office ("Contractor") shall serve as co-counsel providing legal services to the Commission and its Staff in connection with Docket DE 19-057, Public Service Company of New Hampshire d/b/a Eversource Energy Notice of Intent to File Rate Schedules (the "Docket"), which legal services shall include, without limitation, the following:

- Review and evaluation of petitions, pleadings, rate schedules, tariff provisions, pre-filed testimony, discovery responses, studies, analyses, reports, evidence, and briefs filed in or relevant to the Docket;
- Drafting and/or review and editing of data requests, motions, objections, testimony, discovery responses, and briefs filed or submitted on behalf of Commission Staff;
- Attendance at and participation in technical sessions, settlement conferences, internal consultation meetings, and deliberation sessions;
- Attendance at and participation in Commission hearings, including direct examination of Staff witnesses, cross-examination of Eversource's and other parties' witnesses, and representation of Staff positions;
- Drafting and/or review and editing of Commission orders, secretarial letters, and other decisional issuances; and
- Performance and/or review and analysis of legal research regarding relevant statutes, rules, regulations, regulatory orders, and judicial precedent.

All of such legal services shall be provided by the Contractor after consultation with, and at the direction of, Commission Staff. Contractor shall work in association with a Staff attorney as co-counsel and under the supervision of the Legal Division Director. Contractor shall maintain confidential all non-public information to which it has access until such time as it is instructed otherwise by Commission Staff.

If and to the extent necessary, the Commission shall provide Contractor with reasonable support accommodations such as temporary office space, paralegal services, and secretarial and other administrative assistance.

The Commission recognizes that Contractor is a solo practitioner and may be unavailable at times due to obligations to other clients and up to 4 weeks per annum for personal leave. Contractor and Commission Staff shall use best efforts to coordinate schedules. At this time, Contractor confirms that he expects to be unavailable for the following periods of scheduled vacation: August 2 through August 12, 2019, and December 23, 2019 through January 3, 2020

Contractor Initials SM

Date 7.2.2019

Page 1 of 2

This exhibit is intended as a summary and further specification of the scope of services described in Contractor's Proposal to Provide Legal Services Relative to Docket DE 19-057, Eversource Energy Rate Case, submitted on June 4, 2019 in response to Commission RFP #19-004 ("Proposal"), and is not intended to limit the scope of services as set forth in RFP #2019-004 and the Proposal.

Contractor Initials SJM  
Date 7.12.2019  
Page 2 of 2

**EXHIBIT B**

**BUDGET, PRICE LIMITATION, AND PAYMENT**

1. **Estimated Budget and Contractor Charges.** Scott J. Mueller Law Office ("Contractor") shall charge for legal services rendered at the rate of \$285.00 per hour, and for related reasonable out-of-pocket expenses incurred, up to a total not-to-exceed price of \$250,000.00.
2. **Not-to-Exceed Price Limitation.** There shall be a total not-to-exceed contract price of \$250,000.00 for the performance of all legal services, and related reasonable out-of-pocket expenses incurred, in connection with the scope of work described in Exhibit A. Contractor shall not be required to provide legal services after submission of total invoices in the amount of \$250,000.00, absent a duly approved amendment increasing the not-to-exceed-limit of \$250,000.00.
3. **Method of Payment.** Payment shall be made upon completion of work on the basis of monthly invoices issued by the Contractor, which shall be supported by a detailed summary of services provided in accordance with the terms of this contract, together with a detailed listing of related reasonable out-of-pocket expenses incurred. Invoices shall provide adequate back-up, including the dates and hours worked by the Contractor during the month and the specific services provided during those hours. All invoices shall be submitted to the following address:

Business Office, New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, New Hampshire 03301-2429

Payments hereunder shall be contingent upon the availability of funds assessed pursuant to RSA 365:37. The Commission will assess the costs of this contract to Public Service Company of New Hampshire d/b/a Eversource Energy ("Eversource"), and, upon payment of the assessment, will promptly process payment to the Contractor. General Funds will not be requested to support this contract.

Contractor Initials SJM  
Date 7.2.2014  
Page 1 of 1

**EXHIBIT C**

**SPECIAL PROVISIONS**

The General Provisions of the Agreement (Form Number P-37) between the Public Utilities Commission and Scott J. Mueller are modified as follows:

**Section 14** is modified by deleting Sections 14.1.1 and 14.1.2 in their entirety and inserting a new Section 14.1.1 as follows:

14.1.1 professional liability insurance in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Contractor Initials SJM  
Date 7.7.2019  
Page 1 of 1



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2019

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> BL Insurance Brokerage, LLC 4 Welby Road New Bedford, MA 02745	<b>CONTACT NAME:</b> PHONE: 508-992-8444 FAX: 508-995-2068 (AC No. Exp): E-MAIL: brendan.lawler@verizon.net ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hanover Insurance Company	
<b>INSURED</b> Scott J. Mueller Law Office 87 Loop Road Falmouth, MA 02540	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES CERTIFICATE NUMBER: 2.978 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 (INSR)	SUBR (INSR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			LHYD93800800	6/03/2019	6/03/2020	\$2,000,000 per claim \$2,000,000 aggregate \$1.00 per claim ded

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

This is a claims made Policy.

<b>CERTIFICATE HOLDER</b> New Hampshire Public Utilities Commission 21 Fruit Street Suite 10 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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