

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.



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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

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

March 1, 2022

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

His Excellency and Honorable Councilors:

REQUESTED ACTION

Authorize the New Hampshire Department of Energy (Department) to amend the contract with The Brattle Group, Inc. (Brattle), Vendor Code 745213, approved by the Governor and Executive Council on August 4, 2021, Item #43, by increasing the contract price by \$20,000, from \$292,950 not to exceed \$312,950 for providing consulting services to the Department regarding electric vehicle rate design and related electric vehicle rate issues, effective upon Governor and Council approval through February 4, 2023. There is no time extension being requested at this time. **100% Other Funds (Special Utility Assessment)**

Funding will be available, pursuant to RSA365:37, II, in account 02-52-52 -520010-13820000-046-500464

<u>FY 2022</u>	<u>Total</u>
\$20,000	\$20,000

EXPLANATION

The Department respectfully requests an increase in the contract amount for Brattle's consulting services provided to the Department regarding electric vehicle rate design and related electric vehicle rate issues.

Following an investigation required by legislation in 2018 into the appropriateness of rate design standards for electric vehicle charging stations, the New Hampshire Public Utilities Commission (Commission) issued an Order of Notice opening Docket No. DE 20-170 to facilitate the development and subsequent review of utility-specific electric vehicle time of use rate proposals and other electric vehicle rate related issues. The regulated distribution electric utilities were required to submit electric vehicle time of use proposals for separately-metered residential and small commercial applications and electric vehicle time of use rate proposals for separately-metered high demand draw commercial customer applications that may incorporate electric vehicle chargers. In addition, as part of the settlement agreement approved in Docket No. DE 19-057, Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource) was required to submit an alternative to demand charges for electric vehicle charging rates unless directed otherwise as a result of the Commission's investigative docket. Unitil Energy Systems, Inc. also filed proposed electric vehicle time of use rates in its base distribution rate case in Docket No. DE 21-030.

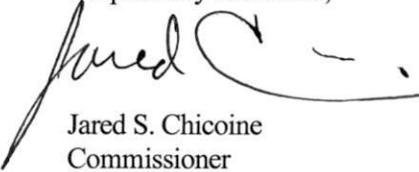
When the request for proposals for these services was issued, the Department believed that all of the utilities would file the applicable rate designs in a single docket; however, Eversource only filed a residential time of use rate design for electric vehicle charging in Docket No. DE 20-170. In response to a late request in that

proceeding, the Commission decided to keep Eversource's demand charge alternative rate design in the separate proceeding in Docket No. DE 21-078. Brattle conducted extensive work in the primary electric vehicle rate design proceeding, including issuing data requests, writing testimony, responding to discovery, engaging in settlement discussions, and testifying at the hearing. In addition, Brattle conducted extensive analysis of various rate design alternatives, which resulted in settlement with two of the three utilities, and Brattle also responded to record requests from the Commission.

In Docket No. DE 21-078, Brattle now needs to engage in similar activities and provide similar services, which were not originally anticipated, for Eversource's proposal pending in that separate proceeding. Brattle's services will include filing testimony, responding to discovery, potentially engaging in settlement discussions and conducting additional analysis of rate design alternatives, testifying at hearing, and potentially also responding to Commission-issued record requests.

Your consideration of this request is appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared S. Chicoine", with a long, sweeping flourish extending to the right.

Jared S. Chicoine
Commissioner

Attachments: Amendment and copy of original contract

**AGREEMENT FOR CONSULTING SERVICES
STATE OF NEW HAMPSHIRE
and
The Brattle Group, Inc.**

Amendment No. 1

This Amendment (hereinafter called the "Amendment") dated this 23rd day of February, 2022 is by and between the State of New Hampshire, acting by and through its Department of Energy (hereinafter referred to as the "Department"), and The Brattle Group, Inc. (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties."

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council as Item #43 on August 4, 2021, the Contractor agreed to perform certain consulting services to assist and advise the Department in the review of cost of service studies and rate designs focused on electric vehicle charging and other electric vehicle rate related issues, with a stated maximum contract price of \$292,950; and

WHEREAS, due to the complexity of the consulting and advisory services required to perform the scope of work in separate but related dockets pending before the Public Utilities Commission, the Contractor must perform additional services to complete that work, at an increased total maximum contract price \$312,950; and

WHEREAS, the Parties desire to amend the Agreement as provided in this Amendment in order to increase the original maximum contract price by \$20,000; and

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

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

1. Section 1.8, Price Limitation, of the General Provisions of the existing Agreement is hereby deleted in its entirety and replaced with the following: \$312,950.
2. Exhibit C, Contract Amount, Terms and Methods of Payment, is amended to replace all references to "\$292,950" with references to "\$312,950."
3. Effective Date of Amendment: This Amendment shall take effect upon approval by the Governor and Executive Council.
4. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the Parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Contractor Initials B&D
Date 2/25/2022
Page 1 of 2

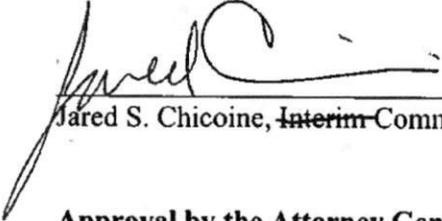
IN WITNESS WHEREOF, the Parties have set their hands as of the date first-written above.

The Brattle Group, Inc.

By: Beth DiVecchia
Name: Beth DiVecchia
Title: Treasurer

Date: 2/25/2022

**STATE OF NEW HAMPSHIRE
Department of Energy**


Jared S. Chicoine, ~~Interim~~ Commissioner

Date: 2/28/22

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


Print Name and Title

Date: 2/28/2022

Approval by the Governor and Executive Council

G&C Item number: _____

G&C Meeting Date: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE BRATTLE GROUP, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on May 25, 2016. 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: 745213

Certificate Number: 0005679763



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of February A.D. 2022.

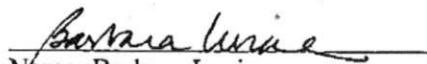
A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, Barbara Levine, do hereby certify on this 23rd day of February, 2022, that:

1. I am the General Counsel of The Brattle Group, Inc. (the "Corporation"), a Massachusetts corporation duly authorized to do business in New Hampshire, and am duly elected by the Corporation's Board of Directors to the office of Secretary.
2. Beth DiVecchia is the duly elected Treasurer of the Corporation, authorized by the Corporation's by-laws to sign contracts made, accepted or endorsed by the Corporation.


Name: Barbara Levine
Title: General Counsel and corporate Secretary

STATE OF NEW HAMPSHIRE

INTERIM COMMISSIONER
Jared Chicoine

DEPUTY COMMISSIONER
Vacant



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

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Tel. (603) 271-3670

FAX No 271-1526

Website:
www.energy.nh.gov

July 21, 2021

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

His Excellency and Honorable Councilors:

REQUESTED ACTION

Pursuant to RSA 365:37, II and III, authorize the New Hampshire Department of Energy (Department) to enter into a contract with The Brattle Group, Inc., of Boston, MA, Vendor Code #745213, to assist and advise the Department in the review of cost of service studies and rate designs focused on electric vehicle charging. The contract is to be effective upon the date of Governor and Council approval through February 4, 2023, in an amount not to exceed \$292,950. Funding is 100% Utility Assessment.

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

Funding will be available, pursuant to RSA 365:37, II, in account 02-52-52-520010-XXXX0000-046-500464 (pending).

<u>FY 2022</u>	<u>FY 2023</u>	<u>Total</u>
\$280,000	\$12,950	\$292,950

EXPLANATION

The Department of Energy (Department) respectfully requests authority to enter into a contract in an amount not to exceed \$292,950.00 with The Brattle Group, Inc. (Brattle), a consulting firm specializing in electric utility cost of service studies and rate design.

Following an investigation required by legislation in 2018 into the appropriateness of rate design standards for electric vehicle charging stations, on October 16, 2020, the New Hampshire Public Utilities Commission (Commission) issued an Order of Notice opening Docket No. DE 20-170 to facilitate the development and subsequent review of utility-specific electric vehicle time of use rate proposals and other electric vehicle rate related issues. In the period since that Order of Notice, the parties to DE 20-170 have filed comments, reply comments, held technical sessions, and reviewed alternative metering feasibility assessment outlines. On June 15, 2021, the regulated electric utilities made filings in DE 20-170 proposing electric vehicle rates for their companies. The Commission will determine whether the proposed electric vehicle rates are likely to be just and reasonable and whether the rate design proposals are consistent with the New Hampshire Energy Policy. On June 9, 2021, the Commission issued Order No. 26,468 denying a motion to remove electric vehicle time of use

rate design proposals from Docket No. DE 21-030, the pending request of Unitil Energy Systems, Inc. for a base rate increase. Consulting services to be undertaken by Brattle include reviewing, critiquing, and submitting testimony on the electric vehicle rate design proposals and related cost of service studies in those two dockets with an emphasis on limiting cost-shifting to non-participants, as well as any related proceedings.

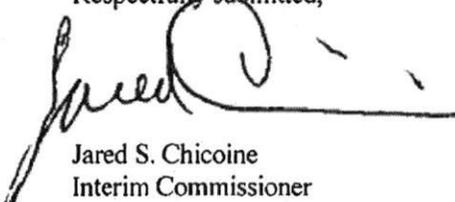
The Commission issued a Request for Proposals (RFP) on May 14, 2021, with an addendum issued on May 28, 2021. The notice of the RFP was published in the Union Leader for three days and was posted on the Commission's website. The Commission received only one response to the RFP. An evaluation team made up of the Director of the Electric Division, the lead Utility Analyst, and one of the lead attorneys reviewed the RFP response. The bid response was scored using the selection criteria identified in the RFP, weighted as follows: qualifications, technical, and practical experience (maximum of 25 points); general experience and qualifications in providing similar services (maximum 25 points); costs (maximum 20 points); clarity and appropriateness of approach and demonstrated knowledge (maximum 20 points); and overall responsiveness to the RFP, including completeness, clarity, and quality (maximum 10 points). Brattle scored 87 points.

Although the RFP was issued by the Commission, pursuant to RSA 12-P:11, effective July 1, 2021, “[a]ll of the functions, powers, duties, records, personnel, and property of the public utilities commission incorporated in the statutes establishing the department of energy and which replace the authority of the commission with the authority of the department of energy, are hereby transferred, as of July 1, 2021, to the department of energy.” Similarly, RSA 12-P:14, effective July 1, 2021, provides that “[e]xisting rules, orders, and approvals of the public utilities commission which are associated with any functions, powers, and duties, transferred to the department of energy pursuant to RSA 12-P:11 or any other statutory provision, shall continue in effect and be enforced by the commissioner of the department of energy until they expire or are repealed or amended in accordance with applicable law.” The Commission Staff had a continuing duty to participate in Docket Nos. 20-170 and 21-030, and related proceedings. As noted above, that interest transferred to the Department of Energy on July 1, 2021. The RFP process, proposals, and power to award the contract therefore were similarly transferred to the Department.

The contract amount will not affect the General Fund. Funds will be assessed pursuant to RSA 365:37, II, which permits the Department to obtain experts and assess the costs to the electric utilities who are parties to the proceedings.

Your consideration of this request is appreciated.

Respectfully submitted,



Jared S. Chicoine
Interim Commissioner

Attachments:
Agreement with Exhibits

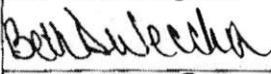
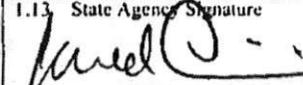
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit St., Suite 10 Concord, NH 03301	
1.3 Contractor Name The Brattle Group, Inc.		1.4 Contractor Address One Beacon St., Ste. 2600, Boston, MA 02108	
1.5 Contractor Phone Number 617-864-7900	1.6 Account Number XXXX0000 500464	1.7 Completion Date 2/4/2023	1.8 Price Limitation \$292,950
1.9 Contracting Officer for State Agency Tom Frantz, Director, Electric Division		1.10 State Agency Telephone Number 603-271-3670	
1.11 Contractor Signature  Date: 7/19/21		1.12 Name and Title of Contractor Signatory Beth DiVecchia, Treasurer	
1.13 State Agency Signature  Date: 7/20/21		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Interim Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Takhmina Rakhmatova On: 7/21/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 7/19/21

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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.

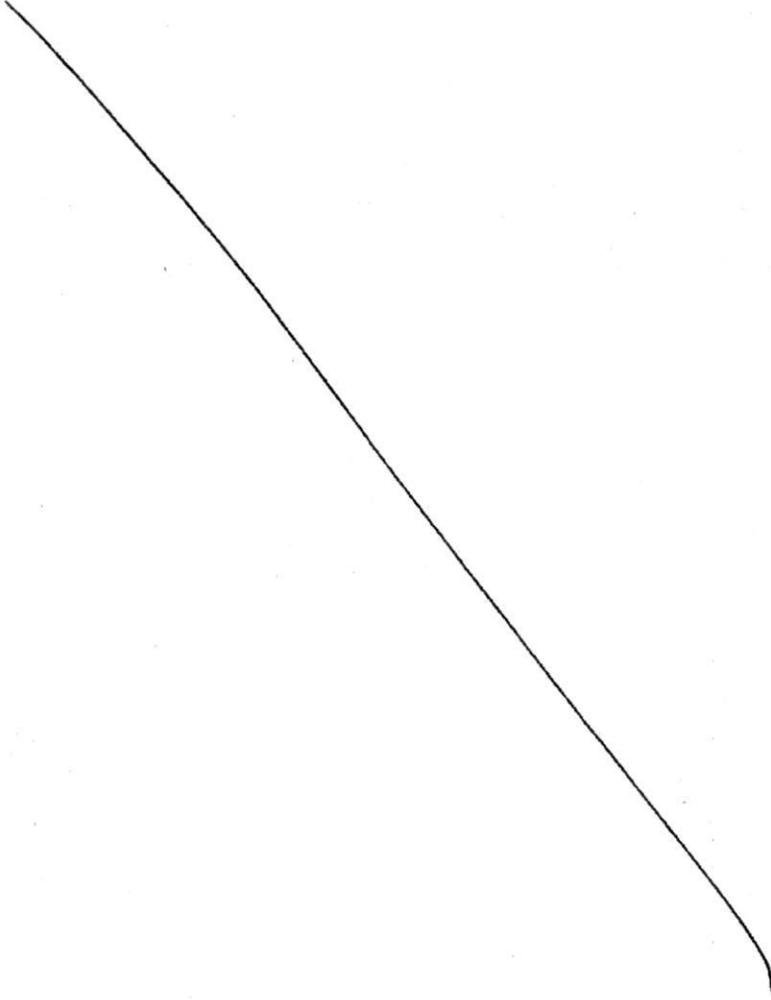
22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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 with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

1.



Contractor Initials BD
Date 7/19/21
Page 1 of 1

EXHIBIT B

SCOPE OF SERVICES

The Contractor is engaged to and will be supervised by the Department of Energy (Department) to perform consulting work, and will work at the direction of, and in consultation with, the Department on electric utility cost of service studies and rate design issues focused on electric vehicle charging time-of-use rates in Docket Nos. DE 20-170, DE 21-030, and other related proceedings. The Contractor will work on a broad range of related cost of service and rate design issues and will provide consulting services that may include, but not be limited to, the following areas:

1. Allocated and marginal cost of service studies;
2. Separately-metered electric vehicle time of use rates, including low demand draw and high demand draw rates, as differentiated by the Public Utilities Commission in Order No. 26,394 (August 18, 2020);
3. The relationship between demand charges and electric vehicle charging, with an emphasis on limiting cost-shifts that could accrue to non-participants; and
4. Any other related issues that may arise during the course of DE 20-170, DE 21-030, or any other related proceeding.

Specific tasks for the Contractor may include, but are not limited to, the following:

- Reviewing and critiquing all pertinent cost of service studies and electric vehicle time of use proposals in DE 20-170 and DE 21-030, or any related proceeding, and, as relevant, developing proposals on behalf of the Department.
- Preparation of interrogatories and participation in other discovery activities.
- Participation in technical sessions and settlement discussions.
- Preparation and submission of direct, rebuttal, and surrebuttal testimony.
- Preparation of responses to interrogatories.
- Attendance at hearings for direct and cross-examination of testimony.

The Contractor agrees to maintain confidential all information to which it has access until such time as it is instructed otherwise by the Department.

This exhibit is intended as a summary of the scope of services described in RFP #2021-014 and Contractor's Response to RFP #2021-014, and is not intended to limit the scope of services as set forth therein.

Contractor Initials

BD

Date

7/19/21

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EXHIBIT C

CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This contract becomes effective on the date of approval by the Governor and Executive Council and concludes on February 4, 2023, with an option for continuation for another term, with the appropriate approvals.
2. The Brattle Group, Inc. (Contractor) will charge for professional consulting services for time involved and expenses incurred in an amount not to exceed \$292,950.00. Services will be provided as set forth in Exhibit B. The Detailed Program Budget and Staffing section in Contractor's proposal dated June 18, 2021 describes the expected allocation of hours for the services, at the following hourly rates:

Name	Labor Rate (fully loaded) (\$/hour)
Sanem Sergici	\$500.00
Agustin Ros	\$575.00
Long Lam	\$340.00
Research Analysts	\$295.00

All reasonable out-of-pocket costs and expenses, including travel, will be invoiced at cost without mark-up and are subject to the Price Limitation set forth below. The Contractor may not substitute or change personnel identified in its Proposal without written notice to and the consent of the New Hampshire Department of Energy (Department), such consent not to be unreasonably withheld.

3. Price Limitation: The contract price shall not exceed \$292,950.00 in total.
4. Method of Payment: Payment shall be made as set forth herein below, on satisfactory completion of the assigned work on the basis of monthly invoices approved by the Department. All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred and copies of receipts. Invoices will provide adequate back-up, including the hours worked per individual during the month and the service provided during those hours. The Department can request additional supporting information, as necessary. Invoices shall be submitted by email to ENGY-BusinessOfficeGroup@energy.nh.gov or mailed to: Business Office, New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

Payments hereunder are contingent upon the availability of funds assessed pursuant to RSA 365:37, II. The Department will assess the costs of the contract to the appropriate party(ies) and, upon receipt of payment of the assessment, will process payment to the Contractor.

Contractor Initials **DD**

Date **7/19/21**

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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 THE BRATTLE GROUP, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on May 25, 2016. 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: 745213

Certificate Number: 0005410630



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of July A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, Barbara Levine, do hereby certify on this 20th day of July, 2021, that:

1. I am the General Counsel of The Brattle Group, Inc. (the "Corporation"), a Massachusetts corporation duly authorized to do business in New Hampshire, and am duly elected by the Corporation's Board of Directors to the office of Secretary.
2. Beth DiVecchia is the duly elected Treasurer of the Corporation, authorized by the Corporation's by-laws to sign contracts made, accepted or endorsed by the Corporation.



Name: Barbara Levine

Title: General Counsel and corporate Secretary

