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STATE OF NEW HAMPSHIRE

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.



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

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

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September 21, 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), as successor for that purpose to the New Hampshire Public Utilities Commission (PUC), to **Retroactively** amend a contract with 6893449 Canada Inc. d/b/a Dunksy Energy Consulting (Dunksy Energy), of 50 Ste-Catherine St. West, Suite 420, Montreal, QC H2X 3V4, Vendor #349951, by extending the completion date from August 31, 2022 to October 31, 2022, effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on April 21, 2021, Item #60. Under the contract, Dunksy Energy has assisted and advised the Department in its assessment of the valuation or relative benefits and costs of net-metered distribution energy resources from the perspectives of the utility system, customer-generators participating in net energy metering, and other electric utility ratepayers. Funding is 100% Utility Special Assessment. No additional funding is requested with this amendment.

EXPLANATION

This request is **Retroactive** because the contract expired 8/31/2022. In its Order No. 26,029 (June 23, 2017), the PUC approved the adoption of a new alternative net energy metering tariff, designed to be in effect for a period of years while additional data is collected and analyzed and a value of distributed energy resources study (VDER Study) is conducted. Following receipt and evaluation of public comments, the PUC issued Order No 26,316 (December 18, 2019), establishing the scope and timeline for the VDER Study and directing the PUC's staff to engage a consultant to perform the VDER Study.

Upon Governor and Council approval on April 21, 2021, PUC staff (now with the Department) enlisted the services of Dunksy Energy to finalize the development of specific methodology for and conduct the VDER Study. Due to consultant staffing changes and other unforeseen challenges, delays have been encountered in the completion of the VDER Study and finalization of the VDER Study Report. The Department therefore asks for a no-cost, two-month extension of the contract with Dunksy Energy in order to allow the consultant to fully complete the project, including facilitation of a final stakeholder session and submission of the final VDER Study Report to the PUC. No further funding will be required for completion of the VDER Study and issuance of the final VDER Study Report, as the consultant has already been paid amounts up to the maximum contract price; the extension is necessary only so that related work-in-progress can be completed.

Your consideration of this request is appreciated.

Respectfully submitted,



Jared S. Chicoine
Commissioner

Attachments: Amendment and copy of original grant contract

**AGREEMENT FOR CONSULTING SERVICES
STATE OF NEW HAMPSHIRE
and
6893449 Canada Inc. d/b/a Dunsky Energy Consulting**

Amendment No. 1

This Amendment (hereinafter called the "Amendment") dated this 4th day of August, 2022 is by and between the State of New Hampshire, acting by and through its Department of Energy (hereinafter referred to as the "Department"), as successor for the purpose to the Public Utilities Commission ("Commission"), and 6893449 Canada Inc. d/b/a Dunsky Energy Consulting (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 #60 on April 21, 2021, the Contractor agreed to perform certain consulting services to the Commission in connection with the performance of the Value of Distributed Energy Resources Study ("VDER Study"), as directed in Commission Docket No. DE 16-576, with a stated maximum contract price of \$160,000; and

WHEREAS, the Department is the successor to the Commission for purposes of completion of the VDER Study and administration of the Agreement, pursuant to RSA 12-P:11 and 14; and

WHEREAS, due to the complexity of the consulting services required to perform the scope of work related to the VDER Study, and certain key personnel changes, the Contractor requires an additional period of two months during which to complete all tasks related to completion of the VDER Study, including the issuance of the final study report; and

WHEREAS, the Parties desire to amend the Agreement as provided in this Amendment in order to extend the contract end date by two months from August 31, 2022 to October 31, 2022, with no increase in the contract price; 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:

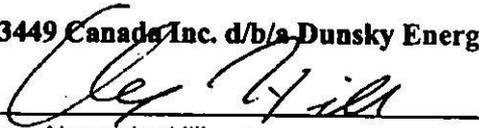
1. Section 1.7, Completion Date, of the General Provisions of the Agreement is hereby deleted in its entirety and replaced with the following: October 31, 2022.
2. Exhibit C, Section 1, of the Agreement is amended to replace the reference to "August 31, 2022" with a reference to "October 31, 2022."

Contractor Initials 
Date 2022-08-04
Page 1 of 2

3. **Effective Date of Amendment:** This Amendment shall take effect as of September 1, 2022, conditioned 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.

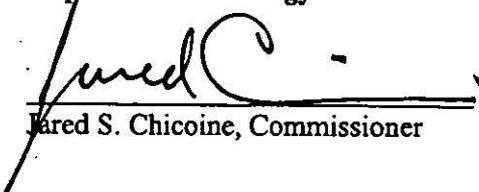
IN WITNESS WHEREOF, the Parties have set their hands as of the date first-written above.

6893449 Canada Inc. d/b/a Dunsky Energy Consulting

By: 
Name: Alexander Hill
Title: Partner

Date: 2022-08-04

**STATE OF NEW HAMPSHIRE
Department of Energy**


Jared S. Chicoine, Commissioner

Date: 8/12/2022

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


Print Name and Title

Date: 8/29/2022

Approval by the Governor and Executive Council

G&C Item number: _____

G&C Meeting Date: _____

Contractor Initials 
Date 2022-08-04
Page 2 of 2

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 6893449 CANADA INC is a Canada Profit Corporation registered to transact business in New Hampshire on January 19, 2021. 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: 860676

Certificate Number: 0005839112



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of August A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DUNSKY ENERGY CONSULTING is a New Hampshire Trade Name registered to transact business in New Hampshire on February 03, 2021. 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: 862065

Certificate Number: 0005839113



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of August A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

2022-08-03

New Hampshire Department of Energy
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Re: Authorization to Enter into Agreement with the State of New Hampshire

I, Philippe Dunsky, hereby certify that I am the President and Sole Director of 6893449 Canada Inc. (doing business as Dunsky Energy Consulting). I hereby certify that, pursuant to section 131 of our By-Laws, Alexander Hill, Partner, is duly authorized to enter into contracts or agreements on behalf of 6893449 Canada Inc. with the State of New Hampshire and any of its agencies or departments. Alexander Hill is also authorized to execute any documents which may in his judgment be desirable or necessary for the purposes of the contracts or agreements with the State.

I further certify that it is understood that the State of New Hampshire will rely on this letter as evidence that the person listed above has full authority to bind the corporation with the State of New Hampshire.

The company's By-Laws as provided to the New Hampshire Department of Energy are in full force and effect and have not been amended, modified, repealed, revoked, or rescinded.



Philippe Dunsky

President

CSIO

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER NAME AND MAILING ADDRESS:		2. INSURED'S FULL NAME AND MAILING ADDRESS:	
New Hampshire Department of Energy		6893449 Canada Inc.	
21 S. Fruit St., Suite 10		50, Ste Catherine O Suite 420	
Concord	NH	POSTAL CODE 03301-2429	Montréal
			Quebec
			POSTAL CODE H2X 3V4

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)
 Energy consulting: Energy efficiency and renewable energy consulting services.
 Value of Distributed Energy Resources Study

4. COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> WAIVER OF SUBROGATION <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input checked="" type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>	Lloyd's contract B088860855H21 by GroupAssur - MIS10293	2022/09/01	2023/09/01	COMMERCIAL GENERAL LIABILITY	\$1,000	\$5,000,000
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY - EACH OCCURRENCE		\$5,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$5,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR		
				<input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		\$5,000,000
				MEDICAL PAYMENTS		\$25,000
				TENANTS LEGAL LIABILITY	\$1,000	\$5,000,000
				POLLUTION LIABILITY EXTENSION	\$1,000	\$5,000,000
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES	Lloyd's contract B088860855H21 by	2022/09/01	2023/09/01	NON-OWNED AUTOMOBILES		\$5,000,000
<input checked="" type="checkbox"/> HIRED AUTOMOBILES	Lloyd's contract B088860855H21 by	2022/09/01	2023/09/01	HIRED AUTOMOBILES		
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
				EACH OCCURRENCE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				AGGREGATE		
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> Liability <input checked="" type="checkbox"/> Deductible	Lloyd's contract B088860855H21 by GroupAssur - MIS10293	2022/09/01	2023/09/01	Professional Liability any one claim	\$2,500	\$5,000,000
				U.S.A.	\$10,000	

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)	
Assurancia Groupe Tardif 815 Boul. de la Carrière, bureau 102		New Hampshire Department of Energy 21 S. Fruit St., Suite 10	
Gatineau	QC	POSTAL CODE J8Y 6T4	
BROKER CLIENT ID: DUNSE-1		Concord	NH
			POSTAL CODE 03301-2429

8. CERTIFICATE AUTHORIZATION

ISSUER Assurancia Groupe Tardif	CONTACT NUMBER(S) TYPE Main NO. (819) 777-5250 x3832 TYPE Fax NO. (819) 777-0932
AUTHORIZED REPRESENTATIVE Alain St-Amour	TYPE NO. TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE 	DATE 11 August, 2022 EMAIL ADDRESS astamour@assuranciagt.ca

STATE OF NEW HAMPSHIRE

LEO J&K

CHAIRWOMAN
Dianne Martin

COMMISSIONER
Kathryn M. Bailey

EXECUTIVE DIRECTOR
Debra A. Howland



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

Tel. (603) 271-2431

Website:
www.puc.nh.gov

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

April 2, 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 Public Utilities Commission (Commission) to enter into a contract with 6893449 Canada Inc. d/b/a Dunsky Energy Consulting (Dunsky Energy), of 50 Ste-Catherine St. West, Suite 420, Montreal, QC H2X 3V4, Vendor #349951, to assist and advise the Commission in its assessment of the relative benefits and costs of net-metered distribution energy resources (DER) from the perspectives of the utility system, customer-generators participating in net energy metering, and other electric utility ratepayers. The contract is to be effective upon the date of Governor and Council approval through August 31, 2022, in an amount not to exceed \$160,000. Funding is 100% Utility Special 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 the following account 02-81-81-810010-52160000-046 500464 General Consultants:

	<u>FY 21</u>	<u>Total</u>
02-81-81-810010-52160000-046 500464:	\$160,000	\$160,000

EXPLANATION

The Public Utilities Commission (Commission) respectfully requests authority to enter into a contract in an amount not to exceed \$160,000.00 with 6893449 Canada Inc. d/b/a Dunsky Energy Consulting, a consulting firm specializing in strategic analysis and counsel regarding to electric sector matters. In its Order No. 26,029 (June 23, 2017), the Commission approved the adoption of a new alternative net energy metering tariff, designed to be in effect for a period of years while additional data is collected and analyzed, pilot programs are implemented, and a value of distributed energy resources

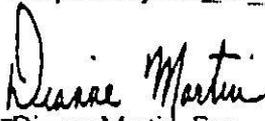
study (VDER Study) is conducted. Following receipt and evaluation of public comments, the Commission issued Order No 26,316 (December 18, 2019), establishing the scope and timeline for the VDER Study and directing the Commission's staff to engage a consultant to perform the VDER Study.

The Commission issued a Request for Proposals (RFP) on March 27, 2020. 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 eight responses to its RFP. An evaluation team made up of the Director of the Commission's Sustainable Energy Division, Director of the Commission's Electric Division, the Commission's lead Sustainable Energy Utility Analyst, lead Electric Utility Analyst, and Director of the Commission's Legal Division reviewed the eight RFP responses. The bid responses were scored using the selection criteria identified in the RFP, weighted as follows: qualifications, technical, and practical experience (maximum of 30 points); clarity and appropriateness of proposed criteria evaluation, approaches and knowledge of relevant subject matter (maximum 15 points); general experience and qualifications in providing similar services (maximum 15 points); costs (maximum 20 points); availability and accessibility (maximum 10 points); and overall responsiveness to the RFP, including completeness, clarity, and quality (maximum 10 points). References for work of a similar nature were also contacted for the top three scoring proposals. Dunskey Energy Consulting was determined to be the highest scoring qualified proposal at 84 points.

No General Funds are requested for this contract. Funds will be assessed pursuant to RSA 365:37, II, which permits the Commission to obtain experts and assess the costs to the regulated electric utilities who are mandatory parties to the proceeding.

Your consideration of this request is appreciated.

Respectfully submitted,


Dianne Martin, Esq.
Chairwoman

Attachments:
Agreement with Exhibits

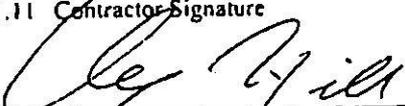
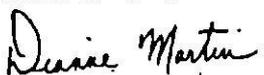
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Public Utilities Commission		1.2 State Agency Address 21 South Fruit Street, Concord NH 03301	
1.3 Contractor Name 6893449 Canada Inc. d/b/a Dunsky Energy Consulting		1.4 Contractor Address 50 Ste-Catherine St. West, Suite 420, Montreal, QC H2X 3V4	
1.5 Contractor Phone Number (514) 504-9030 x30	1.6 Account Number 52160000/500464	1.7 Completion Date August 31, 2022	1.8 Price Limitation \$160,000.00
1.9 Contracting Officer for State Agency Karen Cramton, Sustainable Energy Division Director		1.10 State Agency Telephone Number 603-271-2431	
1.11 Contractor Signature  Date: 2021-04-01		1.12 Name and Title of Contractor Signatory Alexander J. Hill, Managing Partner	
1.13 State Agency Signature  Date: 4/2/2021		1.14 Name and Title of State Agency Signatory Dianne Martin, Chairwoman NHPUC	
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: <u>Takmina Rakhmatova</u> On: <u>4/2/2021</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 2021/04/01

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. In lieu of the insurance requirements set forth in Paragraph 14.1 of the General Provisions, the Commission will accept commercial general liability insurance issued by Lloyd's contract B088860855H20 par Val International Cote A.M. Best A Lloyd's Syndicate #4141 - ECH10014, in the following amounts:
 - \$5,000,000 for each occurrence
 - \$5,000,000 for personal and advertising injury
 - \$5,000,000 for general aggregate
 - \$5,000,000 for products and completed operations aggregate
 - \$5,000,000 for tenants, legal liability
 - \$5,000,000 for pollution liability extension
 - \$5,000,000 for non-owned and hired automobiles

2. In conformity with Paragraph 12 of the General Provisions, the State hereby authorizes Contractor to utilize Power Advisory, LLC as subcontractor, at the rates specified in Contractor's Proposal, at the Contractor's sole expense, and the State will reimburse the Contractor for the cost of its subcontractor's services. The State will not pay any subcontractor directly for its services to the Contractor. The amount to be paid to the Contractor, including the amounts paid for services provided to the Contractor by any permitted subcontractor, shall not exceed the Price Limitation listed on Exhibit C.

3. The Contractor shall not substitute or change personnel identified in its Proposal without written notice to and the consent of the Commission, such consent not to be unreasonably withheld.

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

Contractor Initials

Date 2021-01-04

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EXHIBIT B

SCOPE OF SERVICES

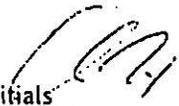
The Contractor is engaged to and will be supervised by the Commission to perform the Value of Distributed Energy Resources Study (VDER Study), and shall work at the direction of, and in consultation with, Commission Staff. The Contractor shall determine a system-wide net value of distributed energy resources within the three regulated electric distribution utility service territories in New Hampshire, as more specifically described in Appendix A attached hereto. The Contractor shall perform the following tasks related to the VDER Study:

1. Finalize study methodology and assumptions:
 - a. Detail proposed methods of analysis for each avoided cost criteria category to be studied. For categories where qualitative review is specified, determine the studies, research, and other information that will be reviewed. Where proxy values are to be determined, identify the methods and sources for proxy value development.
 - b. Develop detailed study assumptions, including load growth, distributed generation penetration assumptions, discount rates, etc.
2. Prepare a project plan identifying specific deliverables, milestones, and proposed dates for VDER Study working group sessions.
3. Present final study plan and timeline to the VDER Study working group.
4. Conduct meetings with Staff and the VDER Study working group as specified within Appendix A:
 - a. Participate in bi-monthly (every other month) meetings with the VDER Study working group to provide status updates, present completed study analysis and/or results, and answer questions during the study process.
 - b. Participate in other VDER Study working group meetings convened by Staff in connection with any major step in the study process, even if that meeting would be held sooner than would otherwise occur on a bi-monthly schedule.
5. Conduct relevant investigation and analysis and prepare a final VDER Study report, as described in Appendix A:
 - a. Conduct research and analysis as required per scope, criteria, and selected methods.
 - b. Work with the three regulated electric distribution utilities, as necessary.
 - c. Prepare, deliver, and present the final study report.
6. In addition to the base scope of services associated with the VDER Study, the Contractor shall perform the following three study adders:

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APPENDIX A

VALUE OF DISTRIBUTED ENERGY RESOURCES STUDY SCOPE

Contractor Initials 
Date 2021-04-01

New Hampshire Value of Distributed Energy Resources Study Scope

This document describes the study parameters, concepts and criteria for the New Hampshire-specific Value of Distributed Energy Resources (VDER) study as approved with clarifications and modifications specified in Commission Order No. 26,316, issued December 18, 2019 in Docket DE 16-576.

I. Study Objectives

Pursuant to Commission Order No. 26,029 and Order No. 26,316, issued in Docket DE 16-576, Development of New Alternative Net Metering Tariff and/or Other Regulatory Mechanisms and Tariffs for Customer-Generators, the New Hampshire VDER study will focus on the net present value of long-term avoided costs using marginal concepts and incorporating test criteria from standard energy efficiency (EE) benefit-cost analysis (BCA). Commission Order No. 26,029 clarified that, notwithstanding the name of the VDER study, the study will not address all distributed energy resources but only distributed generation (DG) that is eligible for net metering. The VDER study will use identified DG technologies as test cases for evaluating the value of resources eligible for net metering.

The VDER study analysis will provide detailed information regarding costs avoided by net-metered DG under general conditions, as well as at specific times and at particular locations, and will evaluate respective benefits and costs from the perspective of the electric distribution utilities, customer-generators participating in net energy metering (NEM), and non-participating electric ratepayers. In conjunction with the results of related studies and any relevant pilot programs, the VDER study will provide data and analysis to inform future rate design and tariff development for customer-generators with DG eligible to participate in NEM. The study results are not intended to pre-determine future NEM tariff design or applicable rates, but rather to inform further NEM tariff development proceedings before the Commission.

II. Study Overview

Because the VDER study will be performed within the context of the NEM proceeding, study analysis will focus on DG that is eligible for NEM and is interconnected to a New Hampshire regulated distribution utility (i.e., Eversource, Unitil, and Liberty). The study will focus on impacts within New Hampshire, with consideration of regional energy market effects where appropriate. The study will assess the relative benefits and costs of net-metered DG from the perspectives of the utility system as a whole, participating NEM customer-generators, and other electric utility ratepayers. To assess these costs and benefits, the study will use a combination of the utility cost test, and consumer rate and bill impact analysis, to determine the effects on utility ratepayers and the potential for cost-shifting between customers participating and those not participating in net metering.

The VDER study will focus on load reduction values, as that is the primary way in which DG will achieve utility cost avoidance, particularly given the current size limit on customer-generators eligible to participate in net metering.

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New Hampshire Value of Distributed Energy Resources Study Scope

Customer installed net costs will be used to evaluate how NEM crediting and compensation may affect reasonable opportunities to invest in DG and receive fair compensation, as contemplated by House Bill 1116 (2016). The VDER study will also include sensitivity analyses to determine the demonstrable and quantifiable net benefits associated with relevant externalities, such as environmental benefits, while adequately mitigating the potential for double-counting of such externalities, as contemplated by Order No. 26,029.

The VDER study will maintain consistency with EE cost-effectiveness evaluation, including the use of standard EE BCA criteria and the incorporation, where appropriate, of modeling tools, methods, criteria, and data from the most recent Avoided Energy Supply Cost in New England study (AESC)¹. The VDER study will calculate avoided costs over a 15-year time horizon, with 3-5 years of historic data reviewed, where possible, to verify and validate any forward projections. Net avoided costs will be presented on a net present value basis using appropriate discount rates to be developed by the study consultant with stakeholder input.

Certain avoided costs contributing to the VDER are time and/or location dependent. The study will determine hourly avoided cost values, where applicable, thereby enabling a technology-neutral analysis of marginal avoided cost components. By mapping those hourly values to DG production curves, relatively more precise value estimates can be determined for various DG technologies, including in particular solar photovoltaic (PV) and hydroelectric facilities, as contemplated by Order No. 26,029.

Using data and analysis derived through the Locational Value of Distributed Generation (LVDG) study, approved in Commission Order No. 26,221 (February 10, 2019), and clarified in Commission Order No. 26,227 (March 20, 2019), the VDER study will also consider DG avoided cost values based on specific locations on the utility distribution systems.

The VDER study will use a value stack approach to evaluate the net costs and benefits of the criteria outlined in Table 2, which were developed through a stakeholder process and approved by the Commission. The scope includes a number of "hard-to-quantify" criteria proposed to be evaluated through either quantitative proxy values or qualitative review. Qualitative review or quantitative proxy values represent a reasonable approach to cost-effectively address hard-to-quantify criteria without ignoring particular avoided cost categories.

The goal of the VDER study is to provide useful analysis to better understand the nature and amount of avoided costs, other net benefits, and costs associated with net-metered DG. The consultant will also provide a flexible and accessible model to evaluate a number of additional technology capabilities, such as DG with smart inverters, although those other capabilities will not be a primary focus of the study at this time.

¹Avoided Energy Supply Cost in New England study report (AESC), (2018) is available at:
<https://www.synapse-energy.com/project/aesc-2018-materials>

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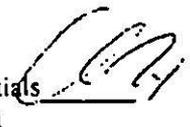
III. Study Parameters, Avoided Cost Criteria and Methods

Tables 1 and 2 present a summary of the key VDER study parameters, avoided cost criteria, and study methodology, as approved by the Commission. The study scope criteria and methodology will be further refined and finalized with the active assistance of the independent consultant as described in Exhibit B- Scope of Services.

Table 1. Study General Parameters

No.	Item	Description
1	Time Scale	15 year forward-looking study, with 3 to 5 years of historic data reviewed, where possible, to verify and validate forward projections
2	Methodology	<p>Develop avoided costs and analyze using the Utility Cost Test (UCT), and rate and bill impact analysis. Maintain consistency with EE cost-effectiveness evaluation, including use of standard EE BCA criteria and consideration of modeling tools, methods, criteria, and data from the AESC, where appropriate. AESC data and methods will be reviewed and adapted to the extent necessary and possible for use as criteria data in the VDER study.</p> <p>Determine avoided costs for DG attributable to associated load reduction values (LRV). Calculate hourly load reduction values, including a model capable of mapping value to resource-specific production curves. Models should also provide flexibility in criteria values and other data inputs.</p> <p>Market resource value (MRV) – separate analysis to calculate monetizable values of aggregated DG resources participating directly in relevant wholesale power markets. Staff to work with consultant to determine how best to incorporate MRV evaluation as a study sensitivity.</p>
3	Technology	<p>The above methodological approach include flexible Excel-based modeling tools which allow for investigation of value propositions by technology through different production or load reduction curve mapping; however, the main study focus will be on solar photovoltaic (PV) and hydroelectric generation.</p> <p>Models should analyze values associated with load reduction and, in the MRV alternative with market participation as passive resources only. Tools should be able to model different generation configurations and relevant variables for both value types (e.g., for PV, consider azimuth 180 (south), 270 (west), dual access tracker, AC-DC ratio). Solar PV with storage should be considered as a sensitivity analysis. Such analysis should assume optimal power injection to meet capacity commitment requirements for passive resource participation in the ISO-NE market.</p>

Table 2. Avoided Cost Criteria and Methods

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New Hampshire Value of Distributed Energy Resources Study Scope

Table 2 summarizes each avoided cost item to be evaluated in performing the VDER study and the methodology for analyzing that avoided cost item. The table provides a brief description of the avoided cost item, the data to be analyzed, and the general methodological approach through which that data will be evaluated. The specific methodology will be finalized through further development with the consultant as described in Exhibit B-Scope of Services.

Represents criteria to be evaluated using quantitative proxy values or qualitative review.

Represents criteria to be evaluated using AESC data, methods, and results, as applicable.

Represents criteria to be evaluated using quantitative methods unrelated to the AESC.

No.	Category of Avoided Cost	Description of Avoided Cost	Data and Methodology
1	Energy	ISO-NE Locational Marginal Prices (LMP's), including congestion and losses (assuming embedded fuel cost, variable generation O&M, and environmental compliance costs (RGGI, NO _x , SO ₂))	Use forward projections of ISO-NE LMPs to calculate avoided costs associated with relevant load reductions using approach consistent with EE methodology.
2	Capacity Market Costs	ISO-NE Forward Capacity Market (FCM) clearing prices	Use forward projections of FCM clearing prices to determine avoided costs associated with relevant peak load reductions using approach consistent with EE methodology (e.g., AESC). Under MRV sensitivity, analyze ISO-NE capacity market revenue estimates for cleared resources and projected DG market participation to determine MRV value projections.
3	Ancillary Services and Load Obligation Charges	Reserves, regulation, inadvertent energy, Net Commitment Period Compensation (NCPC), Auction Revenue Rights (ARR) revenues, ISO-NE schedule expenses, NEPOOL expenses, etc. (as charged to wholesale load obligations)	Use forward projections of cost-based service prices and of market prices for services met through market mechanisms to calculate avoided costs associated with relevant load reductions, including related administrative charges assessed by ISO-NE or the relevant utility using approach consistent with EE methodology (e.g., AESC). Forward projections should use New Hampshire-specific DG penetration level projections.
4	RPS Compliance	New Hampshire Renewable Portfolio Standard (RPS) compliance costs avoided due to customer load and retail sales reductions	Use forward projections of RPS compliance costs (RPS requirements and ACP rates) for New Hampshire to determine avoided costs associated with relevant retail energy sales reductions, using approach consistent with EE methodology (e.g., AESC).

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New Hampshire Value of Distributed Energy Resources Study Scope

No.	Avoided Cost	Description of Avoided Cost	Data and Methodology
5	Transmission Charges	ISO-NE Regional Network Service (RNS) and Local Network Service (LNS) charges avoided (through reallocation), due to reductions in metered wholesale energy load obligations	Use forward projections of RNS and LNS charges assessed by ISO-NE to determine avoided costs associated with relevant utility monthly coincident peak reductions, including related administrative charges assessed by ISO-NE or the relevant utility. May need to consider projections of proportional transmission use for other New England states.
	Transmission Capacity	Avoidance or deferral of transmission capacity additions or upgrades due to load reductions resulting from New Hampshire DG deployment	Analysis of potential future avoidance or deferral of transmission system capital costs, without double-counting of any avoided costs covered by future RNS and LNS projections. Recommended qualitative-quantitative proxy estimate approach; potentially incorporating analysis consistent with EE methodology (e.g., AESC).
	Distribution Capacity	Avoidance or deferral of New Hampshire utility distribution system capacity additions or upgrades due to DG deployment and/or DG customer upgrade cost payments	Study and analysis of potential future avoidance or deferral of distribution system capital costs, informed by the separate LVDG study. To the extent the LVDG study does not determine system-wide value for lower-order distribution investment deferrals, Staff to work with consultant to determine such values.
	Distribution System Op. Expenses	Reduction or deferral of distribution system operating expenses, through equipment life extension, lower maintenance and labor costs, etc.	Study and analysis of potential future reduction or deferral of distribution system operating expenses. Recommended qualitative-quantitative proxy estimate approach.
9	Trans. Line Losses	High voltage (PTF) and local transmission system line loss reductions due to New Hampshire DG deployment	Study and analysis of avoided transmission system line losses, without double-counting any losses included in relevant ISO-NE LMPs for avoided energy analysis. Make use of existing studies to the extent relevant.
10	Distrib. Line Losses	New Hampshire utility distribution system line losses avoided due to New Hampshire DG deployment	Study and analysis of avoided distribution system line losses, possibly including New Hampshire utility recalculation of average system line losses. Make use of existing studies to the extent relevant.
11	Wholesale Market Price Suppression	Electric and natural gas wholesale market demand reduction induced price effects (DRIPE)	Forward projections of various DRIPE impacts, using approach consistent with EE methodology (e.g., AESC). Under the MRV sensitivity, capacity DRIPE only would be based on EE study methodology, based on FCM price projections.

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New Hampshire Value of Distributed Energy Resources Study Scope

No.	Avoided Cost	Description of Avoided Cost	Data and Methodology
2	Hedging Wholesale Risk Premium	Avoidance of risk premium applicable to retail sales relative to wholesale market price exposure, as included in default service bids	<p>Hedging and other premiums represent risk-associated costs and profit margins of wholesale energy marketers that are included in default service contract bids to retail electric utilities.</p> <p>Recommended qualitative-quantitative proxy estimate approach to determine whether effects of DG penetration may tend to increase or reduce costs and to provide an estimate of the costs avoided.</p>
	Distribution Utility Admin	Administrative costs avoided or incurred by New Hampshire distribution utilities due to DG deployment and NEM (e.g., metering and billing, credit and collections, program administration, distribution system analyses, etc.)	<p>Analysis of utility marginal administrative costs attributable to DG deployment, which may be either a positive or negative benefit on a net basis for different cost categories.</p> <p>Recommended to be assessed through a qualitative review and/or quantitative proxy estimate approach using New Hampshire utility expense information, to be further developed by independent consultant within applicable study budget constraints.</p>
	Transmission & Distribution System Upgrades Required	Actual or potential increases in transmission and/or distribution system capital or operating costs due to New Hampshire DG deployment (may be a cost not avoided)	<p>Study and analysis of utility transmission and/or distribution system cost increases attributable to DG installation and operation, to the extent not covered by directly-assigned costs paid by DG owners. To the extent distribution system upgrades funded by interconnecting customer-generators can be demonstrated to benefit other utility ratepayers, those avoided costs may be included in the study.</p> <p>Recommended to be assessed through a qualitative review or qualitative-quantitative proxy estimate approach, to be further developed by independent consultant within applicable study budget constraints.</p>
15	Utility Lost Revenues	New Hampshire distribution utility shortfalls in revenue requirement collection, due to DG net metering (potentially offset by reduced customer account arrearages)	<p>Study and analysis of distribution utility net lost revenues, collected from other customers through rate adjustments, to determine potential cost-shifting effects through rate and bill impact tests.</p> <p>Not to include separate analysis of how increased electric usage caused by DG adoption may impact lost revenues; however, macro-level "high load growth" general study sensitivity, including consideration of effects regarding this criterion, will be conducted as study adder #2 subject to further development by the independent consultant within applicable study budget constraints.</p>

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New Hampshire Value of Distributed Energy Resources Study Scope

No.	Avoided Cost	Description of Avoided Cost	Data and Methodology
16	Environmental Externality Benefits	Study to include consideration of "demonstrable and quantifiable net benefits associated with relevant externalities (such as environmental or public health benefits), provided that the potential for double-counting of such externalities is adequately mitigated." Order No. 26,029 at 60.	Avoided environmental externalities not already included in energy prices to be analyzed as a study sensitivity. Study methodologies to depend on relevant externality benefits as developed by consultant with input from stakeholder working group. Items to review for sensitivity may include RGGI market price projections to determine embedded CO ₂ costs, AESC non-embedded environmental costs and methodologies, AVOIDED Emissions and geneRation Tool (AVERT) model to determine any non-embedded NO _x , SO ₂ , and particulate matter impacts, U.S. EPA social cost of carbon, and review of non-embedded methane emissions impacts. Adequate measures to be taken to ensure that avoided costs are not double-counted.
17	Distribution Grid Support Services (other side of 14)	Frequency regulation and voltage regulation, i.e., volt/VAR optimization, and related power factor correction and conservation voltage management (efficiency gains from average voltage reduction) [related to Item 8]	Analysis through a qualitative review or a qualitative-quantitative proxy estimate approach, to be further developed by independent consultant within applicable study budget constraints. Research may include review of Electric Power Research Institute (EPRI), U.S. Department of Energy National Laboratories, and other analyses of DER capabilities to provide power quality and grid support services, such as ancillary services at the distribution level, particularly with the use of smart inverters, as well as utility system and City of Lebanon real-time pricing pilot meter data on power quality (frequency, voltage, power factor, reactive power - both kVA demand and kVAR consumption), and the possible piloting of smart inverters.
18	Resilience Services	Capability to support operation of micro-grids and emergency generation	Within applicable study budget constraints, conduct a literature review and qualitative analysis of potential resilience services, possibly including information available through New Hampshire projects such as the City of Lebanon real-time pricing pilot, Liberty battery storage pilot, etc.
19	Customer Installed Net Costs	Customer Installed Costs Determined on a Net Basis	Study to include a review and analysis of the customer installed costs of various types of solar PV projects, such as residential (8 kW), small commercial (50 kW), and large group host (1,000 kW). Customer system installed costs to be determined net of all available incentives and subsidies, including state incentive programs and federal incentives and tax credits. Independent consultant to assist in identifying appropriate tests and methods for performing this study component.

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IV. Additional Study Information

Use of Energy Efficiency Study Methodology

The VDER study test criteria and methodology are designed to make maximum use of EE study methodology and results where appropriate. For example, EE study methodology and results provide avoided cost values for energy and capacity for New Hampshire. The VDER study scope will use the research methodology relied upon in evaluating these costs and benefits of EE programs in New Hampshire. In particular, the AESC analyzes many relevant avoided costs on both a regional and state-specific basis, and the VDER study will rely on the methodology and results of that study whenever it is appropriate to do so. The VDER study will consider and implement adjustments necessary to AESC data and methods to provide results appropriate for valuation of DG net avoided costs (e.g., inclusion of projected EE measures and exclusion of projected New Hampshire DG installations). The use of the AESC furthers the twin goals of consistent analysis in analogous contexts and the effective and efficient use of resources.

Qualitative Analysis

Qualitative review consists of literature review and synthesis of research relating to a criterion without assigning a quantitative value. Qualitative review indicates there is a value or cost which cannot currently be quantified to a level of precision and confidence considered necessary for monetary valuation, but that is potentially significant and should be considered in application of the research. It will act as a placeholder until further research is available.

The VDER study will include qualitative analysis of certain avoided cost items, as, and to the extent, specified in the tables above.

Proxy Values and Secondary Research Estimates

In some cases there may be a body of research performed to a high standard of rigor that is reflective of similar parameters and circumstances relevant to the VDER study criteria which can be used as an approximation, or "proxy value," with a reasonable level of confidence regarding its precision and accuracy, with respect to New Hampshire-specific values or that can be adapted to be New Hampshire-specific. Similarly, national, regional, or state-specific studies relating to specific criteria may be available for review and appropriate for qualitative or quantitative inclusion in place of primary research. Where multiple studies exist, literature review and analysis may be used to calculate an estimated value reflective of the research available in the field, without the need for original data collection or analysis. Proxy values or estimates based on secondary research may include a discount factor to account for uncertainty.

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New Hampshire Value of Distributed Energy Resources Study Scope

Discount Rates

Where necessary, the VDER study will utilize an appropriate discount rate, or rates, which will be determined with the independent consultant engaged by the Commission.

V. Stakeholder Participation and Study Timeline

The engaged consultant and Commission Staff will hold periodic stakeholder working group meetings, not less frequently than bi-monthly (every other month), to provide status updates and answer questions during the VDER study process. In addition, Staff will convene a stakeholder working group meeting in connection with the completion of any major step in the study process, even if that meeting would be held sooner than would otherwise occur under the bi-monthly meeting schedule. Staff will also provide the stakeholder working group with material documentation, such as reports and analyses completed in the study process, on an interim basis during the study period.

The VDER study is anticipated to begin as soon as the consultant contract has been approved, which is anticipated to occur during the first calendar quarter of 2021. Study report and findings are expected to be completed and delivered to the Commission by the end of the first calendar quarter of 2022.

Contractor Initials 

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EXHIBIT C

CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This contract agreement is effective upon approval by the New Hampshire Governor and Executive Council through August 31, 2022.

Dunsky Energy Consulting ("Contractor") shall charge for services rendered on a time and materials basis with fees for professional services charged at the hourly rates specified in its Proposal for Value of Distributed Energy Resources Study Consultant, submitted on May 15, 2020 in response to Commission RFP #2020-001 ("Proposal"), and for related reasonable travel expenses incurred and approved by the Commission, up to a total not-to-exceed price of \$160,000.00. Any and all such travel expenses shall be invoiced at cost without mark-up and are subject to the Price Limitation below.

2. **Price Limitation:** The total amount paid for services and costs pursuant to the contract shall not exceed \$160,000.00.

3. **Method of Payment:** Payment shall be made on satisfactory completion of the assigned work on the basis of monthly invoices reviewed and approved by the Commission. 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 any travel expenses incurred and copies of receipts. Invoices shall provide adequate back up including the dates and hours worked per individual during the month and the service provided during those hours. Invoices shall be submitted to: Business Office, New Hampshire Public Utilities Commission, 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 Commission shall assess the costs of the contract to the appropriate party(ies) and, upon payment of the assessment, shall process payment to the Contractor.

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State of New Hampshire

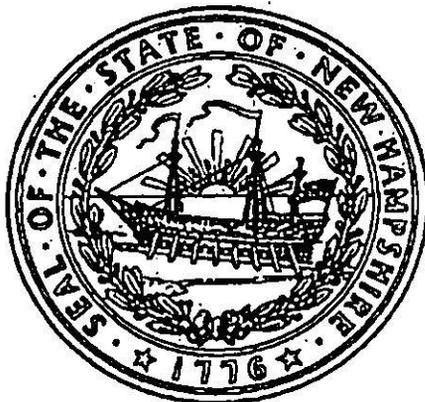
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 6893449 CANADA INC is a Canada Profit Corporation registered to transact business in New Hampshire on January 19, 2021. 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: 860676

Certificate Number : 0005228154



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of January A.D. 2021.

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

William M. Gardner
Secretary of State

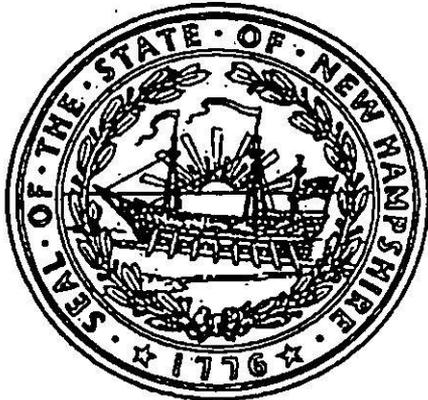
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DUNSKY ENERGY CONSULTING is a New Hampshire Trade Name registered to transact business in New Hampshire on February 03, 2021. 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: 862065

Certificate Number : 0005255015



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of February A.D. 2021.

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

William M. Gardner
Secretary of State

2021-03-08

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

Re: Authorization to Enter into Agreement with the State of New Hampshire

I, Philippe Dunsky, hereby certify that I am the President and Sole Director of 6893449 Canada Inc. (doing business as Dunsky Energy Consulting). I hereby certify that, pursuant to section 131 of our By-Laws, Alexander Hill, Partner, is duly authorized to enter into contracts or agreements on behalf of 6893449 Canada Inc. with the State of New Hampshire and any of its agencies or departments. Alexander Hill is also authorized to execute any documents which may in his judgment be desirable or necessary for the purposes of the contracts or agreements with the State.

I further certify that it is understood that the State of New Hampshire will rely on this letter as evidence that the person listed above has full authority to bind the corporation with the State of New Hampshire.

The company's By-Laws as provided to the New Hampshire Public Utilities Commission are in full force and effect and have not been amended, modified, repealed, revoked, or rescinded.



Philippe Dunsky

President

CSIO

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
New Hampshire Public Utilities Commission		Dunsky Energy Consulting/ 6893449 Canada Inc	
21 S. Fruit St. Suite 10		50, Ste Catherine West Suite 420	
Concord	NH	POSTAL CODE 03301-2429	Montréal
			Quabec
			POSTAL CODE H2X 3V4

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Energy consulting: Energy efficiency and renewable energy consulting services.
The State of New Hampshire Public Utilities Commission Value of Distributed Energy Resources Study Consultant

4. COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input type="checkbox"/> WAIVER OF SUBROGATION <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input checked="" type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>	Lloyd's contrat B088860855H20 par Val International Cote A.M. Best A Lloyd's Syndicate #4141 - ECH10014	2021/01/12	2021/09/01	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE - EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE <input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS TENANTS LEGAL LIABILITY POLLUTION LIABILITY EXTENSION	\$1,000	\$5,000,000 \$5,000,000 \$5,000,000 \$5,000,000 \$5,000,000 \$1,000 \$1,000
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHICH THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>	Lloyd's contrat B088860855H20 par Lloyd's contrat B088860855H20 par	2021/01/12 2021/01/12	2021/09/01 2021/09/01	NON-OWNED AUTOMOBILES HIRED AUTOMOBILES BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE EACH OCCURRENCE AGGREGATE		\$5,000,000 \$5,000,000
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> Liability <input checked="" type="checkbox"/> Liability	Lloyd's contrat B088860855H20 par Val International Cote A.M. Best A Lloyd's contrat B088860855H20 par	2021/01/12 2021/01/12	2021/09/01 2021/09/01	Professional Liability any one claim U.S.A.	\$2,500 \$10,000	\$5,000,000 \$5,000,000

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 10 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability, but only with respect to the operations of the Named Insured)	
Assurance Groupe Tardif 102-615 Boulevard De la Carrière		New Hampshire Public Utilities Commission 21 S. Fruit St. Suite 10	
Gatineau	QC	POSTAL CODE J8Y 6T4	
BROKER CLIENT ID: DUNSE-1		Concord	NH
			POSTAL CODE 03301-2429

8. CERTIFICATE AUTHORIZATION

ISSUER Assurance Groupe Tardif	CONTACT NUMBER(S) TYPE Mah NO. (819) 777-5250 x3832 TYPE Fax NO. (819) 777-0932 TYPE NO. TYPE NO.
AUTHORIZED REPRESENTATIVE Alain St-Amour	
SIGNATURE OF AUTHORIZED REPRESENTATIVE 	DATE 11 March, 2021 EMAIL ADDRESS astamour@cherleboistrepenier.com

FUEL ASSISTANCE CONTACT NUMBERS

<u>BELKNAP AND MERRIMACK COUNTIES</u>		Valerie Provenzano: 225-3295
Community Action Program Belknap-Merrimack Counties, Inc.		
CONCORD	225-6880	Fiscal Office: P.O. Box 1016 2 Industrial Park Drive Concord, NH 03302-1016 www.capbm.org
LACONIA	524-5512	
MEREDITH	279-4096	
SUNCOOK	485-7824	
WARNER	456-2207	

<u>CHESHIRE AND SULLIVAN COUNTIES</u>		Terra Rogers: 352-7512 ext. 4124
Southwestern Community Services, Inc.		
CLAREMONT	542-9528 or 800-529-0005	Fiscal Office: P.O. Box 603 63 Community Way Keene, NH 03431-0603 www.scschelps.org
KEENE	352-7512 or 800-529-0005	

<u>COOS, CARROLL, AND GRAFTON COUNTIES</u>		Josh Poisson: 752-7100 ext. 4
Tri-County Community Action Program, Inc.		
TAMWORTH	323-7400	Fiscal Office: 30 Exchange Street Berlin, NH 03570 www.tccap.org
BERLIN	752-3248	
ASHLAND	968-3560	

<u>HILLSBOROUGH AND ROCKINGHAM COUNTIES</u>		Beth Gilbert: 647-4470 ext. 6053
Southern New Hampshire Services, Inc.		
DERRY	965-3029 or 855-295-4105	Fiscal Office: P.O. Box 5040 Manchester, NH 03108 40 Pine Street (03103) www.snhs.org
HILLSBOROUGH	924-2243 or 877-757-7048	
MANCHESTER	647-4470 or 800-322-1073	
MILFORD	924-2243 or 877-757-7048	
NASHUA	889-3440 or 877-211-0723	
PETERBOROUGH	924-2243 or 877-757-7048	
PORTSMOUTH	436-3896 or 800-639-3896	
RAYMOND	895-2303 or 800-974-2303	
SALEM	458-6392 or 800-939-9172	
SEABROOK	474-3507 or 800-979-3507	

<u>STRAFFORD COUNTY</u>		Lisa Garcia: 435-2500
Community Action Partnership of Strafford County		
DOVER	435-2500	Fiscal Office: 642 Central Avenue P.O. Box 160 Dover, NH 03821-0160 www.straffordcap.org
FARMINGTON	435-2500	
ROCHESTER	435-2500	
Automated Appointment Line: 206-8525		

211 NH – Landline Phone Dial: 211 / Cell Phones Must Dial: 1-866-444-4211 NH Bureau of Adult & Elderly Services Central Intake: 1-800-949-0470 Citizen's Energy: 1-877-563-4645
