CONSUMER ADVOCATE
Donald M. Kreis

STATE OF NEW HAMPSHIRE

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

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1-800-735-2964

Tel. (603) 271-1172

Website:
www.oca.nh.gov

May 12, 2023

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

REQUESTED ACTION

Authorize the Office of the Consumer Advocate ("OCA") to enter into a contract for professional services with Synapse Energy Economics, Inc. ("Synapse"), Cambridge, Massachusetts 02139, Vendor No. 162177, to provide expert services to support the participation of the OCA in the proceedings of NEPOOL (the stakeholder body that plays a significant role in overseeing the region's transmission grid as well as its wholesale electricity markets), as time and budget allow, for an amount not to exceed $122,120. The contract will be effective on the later of July 1, 2023 or the date of Governor and Council approval and will continue through June 30, 2025. **100% Public Utility Assessment**

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

	FY 2024	FY 2025
18940000-233-500769 Litigation	$61,060	$61,060

EXPLANATION

Pursuant to RSA 363:28 the Office of the Consumer Advocate represents the interests of New Hampshire's residential utility customers before all relevant forums, including the Federal Energy Regulatory Commission ("FERC") and ISO New England, the FERC-approved regional transmission organization that plans and operates New England's bulk power transmission system as well as the region's wholesale electricity markets. In large part because New Hampshire has a restructured electric industry in which utilities no longer own significant generation assets, it is via ISO New England that the cost of electricity incurred by New Hampshire ratepayers is determined.

The OCA is a voting member of NEPOOL, the FERC-approved stakeholder "advisory" body for ISO New England that deliberates on changes to market rules and other matters related to ISO New England. The word "advisory" appears in quotes in the preceding sentences because NEPOOL has significant rights under federal law that give the body a great deal of control over regional wholesale electricity markets.

The OCA is under explicit statutory directives to "advocate against proposed regional or federal rules or policies that are inconsistent with the policies, rules, or laws of New Hampshire" and to "work to prevent or minimize any rate impact" of other states' policies when such impact is "unjust or unreasonable" in the context of ISO New England. RSA 363:28, IV. We discharge this responsibility mainly in our capacity as a voting member of NEPOOL. We endeavor to coordinate these activities with the work of the Commissioner of the state's Department of Energy, who represents New Hampshire in the New England States Committee on Electricity ("NESCOE") – the organization that represents the states in connection with ISO New England.

Effective participation in NEPOOL proceedings requires expertise in byzantine market rules, knowledge of transmission planning principles, and the ability to attend nine full- or half-day meetings every month. The OCA lacks the in-house resources to support such effective participation.

Accordingly, on February 6, 2023, the OCA issued a Request for Proposals ("RFP") to consulting firms with expertise in matters related to NEPOOL and the ability to attend NEPOOL meetings. The RFP was publicly posted on the OCA web site and was circulated via e-mail to the comprehensive list we maintain of consultants around the country who perform such work. We received three proposals, each of which met the requirements of the RFP. The OCA chose Synapse Energy Economics as the winning bidder, based in significant part on its experience in this arcane realm and its history of working with the OCA on NEPOOL matters. Synapse has similar contracts with our counterparts in Connecticut and Massachusetts which allows the firm to represent ratepayer interests in an efficient and cost-effective manner, as reflected in the contract price.[1]

Thank you for your consideration. Please do not hesitate to contact me if you have any questions.

Sincerely,

Donald M. Kreis
Consumer Advocate

Attachments

[1] In the interest of clarity, the OCA notes here that we are contemporaneously seeking approval of a second contract with Synapse. Each contract is the result of a separate RFP, was subject to a second scoring process and separate negotiations. The teams providing the services under each contract are separate from each another even though they are employed by the same firm.

Bid Summary for OCA RFP No. 2023-02 (NEPOOL)

Three proposals were reviewed and scoring completed by the Office of the Consumer Advocate evaluation team consisting of Consumer Advocate Donald M. Kreis, Staff Attorney Michael J. Crouse, and Daniel T. Phelan, an analyst with the Department of Energy. The highest scoring proposal, submitted by Synapse Energy Economics, Inc., was selected for contract award. The bid respones were scored using the selection criteria identified in the RFP, weighted as follows: ability to perform the work (maximum of 30 points), knowledge and practical skills (maximum of 25 points), experience and qualifications (maximum of 20 points), availability and accessibility of assigned staff (maximum 5 points), and cost (maximum of 20 points).

Vendor Name	Address
PMG Consulting, LLC (PMG)	550 Congressional Blvd., Suite 115, Carmel, IN 46032
Synapse (Synapse)	485 Massachusetts Avenue, Suite 3, Cambridge, MA 02139
Wired Group and Resource Insight (Wired/RI)	P.O. Box 620756, Littleton, CO 80162 and 5 Water Street, Arlington, MA 02476

Criterion	Max Points	PMG	Synapse	Wired/RI
a. Ability to perform and complete the work requested.	30	12.6	28.3	21
b. Knowledge and practical skills and experience that the organization or individual possesses, including that of the staff and any subcontractors assigned to work under the Contract.	25	11	22.3	18
c. Experience and qualifications in providing similar services in New England and other regions as well as to other state utility consumer advocates or regulatory agencies.	20	4.3	19.3	13.3
d. Availability and accessibility of staff assigned to project, including physical proximity to sites relevant to proceedings before ISO New England and NEPOOL, and travel costs.	5	2	4.6	3
e. Cost of consulting service and expenses, including the competitiveness of the proposed hourly rates and any proposed discounts or other cost-effective benefits. (The OCA reserves the right to negotiate lower fees or a different fee structure than proposed with any selected firm(s) or individual(s).)	20	20	14.3	10.6
TOTAL	100	49.9	88.8	65.9

Hourly Rates

PMG -- $68.32 (team lead), $51.29 (analyst II), $47.89 (analyst I)
Synapse -- $280 (principal associate), $220 (associate)
Wired Group -- $310 (president of subcontractor), $280 (president), $260 (associate)

Price Limitation

PMG -- $467,461
Synapse – $122,120
Wired Group – none specified

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 Office of the Consumer Advocate		1.2 State Agency Address 21 S. Fruit Street, Suite 18, Concord, NH 03301	
1.3 Contractor Name Synapse Energy Economics, Inc.		1.4 Contractor Address 485 Massachusetts Avenue, Suite 3, Cambridge, MA 02139	
1.5 Contractor Phone Number 617-661-3248	1.6 Account Unit and Class 18940000-233-500769	1.7 Completion Date 6/30/2025	1.8 Price Limitation $122,120
1.9 Contracting Officer for State Agency Donald M. Kreis		1.10 State Agency Telephone Number 603-271-1172	
1.11 Contractor Signature Date: 4/10/23		1.12 Name and Title of Contractor Signatory M.J. Jensen, Vice President of Finance & Administration	
1.13 State Agency Signature Date: 5/12/23		1.14 Name and Title of State Agency Signatory Donald M. Kreis, Consumer Advocate	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: N/A		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 5/17/23	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 4/10/23

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials
Date

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials _____

Date 8/19/22

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials MP

Date 4/20/17

Special Provisions

In the event the Price Limitation established for Task Category No. 1 as described in Exhibit B is reached, the Contractor agrees to and shall provide the Task Category No. 1 services as specified in this agreement for the remaining of the contract term free of charge and free of any other costs and expenses.

The Consumer Advocate shall have the right to cancel this contract in the event that either of the following personnel are no longer affiliated with the Contractor and able to perform work under this Contract: Principal Associate Patricio Silva and Associate Jason Frost.

Item No. 10.2 of the Agreement is modified to read as follows:

All data and any property which has been received from the State 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. The Contractor grants to the State a non-exclusive, royalty-free, perpetual, world-wide license to the data purchased with funds provided for that purpose under this Agreement, including the right to copy, modify, and use the data. Contractor reserves all other rights in the data.

Contractor Initials _____
Date 5/10/23

Office of the Consumer Advocate
Exhibit B

Scope of Services

The Contractor shall deliver services at the direction of and in a manner prescribed by the Office of the Consumer Advocate (OCA). Services delivered under this contract shall consist of two task categories.

Task Category No. 1

The Contractor shall attend stakeholder meetings (in person and by phone) convened by the New England Power Pool (NEPOOL) and/or ISO New England, negotiate with relevant parties, and analyze market reports to learn and report to the OCA about proposed changes to the New England bulk power system that are likely to have a material impact on New Hampshire consumers. The Contractor shall review proposed changes to the market designs, rules, or tariffs as presented by ISO New England or other stakeholders in the regional committees, sub-committees, and working groups convened by NEPOOL and/or ISO New England. On a bi-monthly basis (or more frequently if needed), the Contractor shall provide the OCA with a summary of the significant issues being discussed. The Contractor shall advocate for specific positions on behalf of the OCA in the New England stakeholder process. The Contractor shall provide periodic assessments to the OCA and work collaboratively to make adjustments as needed to accommodate changing circumstances.

Task Category No. 2

The Contractor shall upon request of the OCA undertake additional analysis related to regional and federal electricity market issues beyond the scope of activities described in Task Category No. 1. Tasks to be undertaken under Task Category No. 2 may include, but are not limited to drafting, and filing of documents with ISO New England, NEPOOL, and/or the Federal Regulatory Commission, and may be undertaken jointly with other parties if requested by the OCA.

Contractor Initials 5/10/23
Date

Office of the Consumer Advocate
Exhibit C

Payment Terms

The hourly rates for the project team are as follows: Principal Associate Patricio Silva, $280; Associates Jason Frost, Jackie Litynski, and Alex Lawton, $220. In addition, Contractor may invoice the OCA for reasonable travel expenses and other out-of-pocket expenses when pre-approved by the OCA.

The annual budget for work undertaken under Task Category No. 1 is $51,060 (for a total two-year budget of $102,120). This reflects a good faith time-and-materials estimate based upon the Contractor's understanding of the requirements to perform the tasks described in Exhibit B under Task Category No. 1.

The annual budget for work undertaken under Task Category No. 2 is $10,000 (for a total two-year budget of $20,000).

The Contractor shall send monthly invoices to the OCA that will list the time expended by each of the Contractor's team members on the specific tasks authorized by the OCA.

Contractor Initials MV
Date 5/10/23

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 SYNAPSE ENERGY ECONOMICS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on August 12, 1996. 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: **255238**
Certificate Number: **0006167916**

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 March A.D. 2023.

David M. Scanlan
Secretary of State

Synapse
Energy Economics, Inc.

May 17, 2023

Donald M. Kreis
Consumer Advocate
Office of the Consumer Advocate
21 South Fruit Street, Suite 18
Concord, New Hampshire 03301
donald.m.kreis@oca.nh.gov

RE: Certified Resolution

Dear Donald Kreis:

With this letter, I, Bruce Biewald, certify that the attached Certified Resolution, dated March 28, 2023, has not expired and is still valid as of today's date.

We look forward to the opportunity to assist the Office of the Consumer Advocate.

Sincerely,

X_____ Date: May 17, 2023

Bruce Biewald
Founder and CEO

Enclosure:
Certified Resolution Dated March 28, 2023

Synapse
Energy Economics, Inc.

Certified Resolution

I, Bruce Biewald, CEO of Synapse Energy Economics, Inc., a Massachusetts corporation ("Synapse Energy Economics, Inc." or "the Company") do hereby certify that a resolution was duly adopted at a meeting of the board of Directors of Synapse Energy Economics, Inc., duly held and convened on March 28, 2023 at which meeting a duly constituted quorum of the board of Directors was present and acting throughout and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect:

RESOLVED: That MJ Jensen, Vice President of Finance and Operations or Synapse Energy Economics, Inc. is empowered to execute and deliver in the name and on behalf of the Company, contracts with the State of New Hampshire.

This resolution has not been amended or repealed as of the date hereof.

MJ Jensen holds the office of Vice President of Finance and Administration as of the date hereof.

IN WITNESS WHEREOF, the undersigned has affixed his signature this March 28, 2023

Bruce Biewald, CEO

Date: 3/28/2023

Notary:

On this 28 day of March, 2023, before the undersigned officer, personally appeared Bruce Biewald and acknowledged that he executed this document in the capacity indicated. In witness whereof I hereto set my hand and official seal.

JENNIFER MARUSIAK
Notary Public, Commonwealth of Massachusetts
MY COMMISSION EXPIRES MAY 4, 2029

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2023

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

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

PRODUCER
J.J. Ruddy Insurance Agency Inc.
153 Main St.
Medford MA 02155

CONTACT NAME: Gale Fanciullo
PHONE (A/C, No, Ext): (781) 396-4900 FAX (A/C, No): (781) 391-7597
E-MAIL ADDRESS: gfanciullo@jjruddyinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Safety Indemnity	33618
INSURER B:	Safety Insurance Company	
INSURER C:	Hano American	38064
INSURER D:	Beazley Insurance Co.	
INSURER E:		
INSURER F:		

INSURED
Synapse Energy Economics, Inc.
485 Massachusetts Ave.
Suite #3
Cambridge MA 02139

COVERAGES CERTIFICATE NUMBER: 2022/2023 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			BMA0030251	07/30/2022	07/30/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							Hired/Non-owned Auto	$ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CMU0006309	07/30/2022	07/30/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WZNH338269	07/30/2022	07/30/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
D	ERRORS & OMISSIONS			V1C253210601	07/30/2022	07/30/2023	Each Claim	$2,000,000
							Policy Aggregate	$2,000,000

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

CERTIFICATE HOLDER
New Hampshire Office of the Consumer Advocate
21 South Fruit Street
Suite 18
Concord NH 03301-2429

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

AUTHORIZED REPRESENTATIVE
Gale Fanciullo

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