

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

5D

js

June 28, 2023

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

REQUESTED ACTION

Pursuant to RSA 365:37, authorize the New Hampshire Department of Energy (Department) to enter into an amendment of a contract with River Consulting Group, Inc. (RCG), of Clayton, GA, Vendor Code #380125, by extending the completion date from June 30, 2023 to September 30, 2023, effective upon the date of Governor and Council approval. The original contract was approved by Governor and Executive Council on September 15, 2021, Item #44 and amended on January 18, 2023, Item #47. There is no additional funding requested. Funding is 100% Utility Assessment.

EXPLANATION

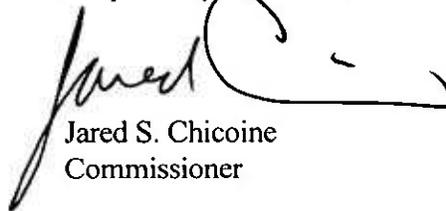
In 2019, Eversource filed its first full distribution rate case in nearly a decade, which was docketed by the New Hampshire Public Utilities Commission ("Commission") as DE 19-057. During that proceeding, the Commission Staff (now, the Department of Energy Staff) filed testimony recommending several capital project disallowances and proposed that an audit of Eversource's business processes be conducted, asserting that the Company did not adequately analyze, explain or justify many of its capital investments and failed to comply with its own budgeting and oversight policies and procedures. Eversource's petition for a distribution rate increase was eventually resolved by Order No. 26,433 (December 15, 2020), which approved a global settlement of all parties and issues that arose during the rate case. In that order, the Commission approved a settlement provision in which the Company agreed to a business process audit by an outside consultant.

The Department respectfully requests an extension of the contract expiration date for RCG's consulting services provided to the Department regarding regulated utility management audits. It would be efficient and in the best interest of the Department to have RCG continue to perform this work. Unforeseen delays have been encountered in the completion of the business process audit; therefore, the Department asks for a no cost, three-month extension of the contract with RCG in order to allow the consultant to fully complete the project.

Funds will be assessed pursuant to RSA 365:37, which permits the Department to obtain experts and assess the costs to the electric and natural gas utilities who are mandatory parties to the proceeding.

Your consideration of this request is appreciated.

Respectfully submitted,

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

Jared S. Chicoine
Commissioner

CONTRACT AMENDMENT NO. 2

This Contract Amendment (“Amendment”) is entered into by and between the State of New Hampshire, acting by and through the New Hampshire Department of Energy, 21 S. Fruit Street, Concord, NH 03301, (hereinafter referred to as “State”) and River Consulting Group, Inc. of Clayton, GA, (hereinafter referred to as “the Contractor”), collectively referred to as (“the Parties”).

WHEREAS, the Parties have entered into a contract, approved by the Governor and Executive Council on September 15, 2021, item #44 and an amendment approved by the Governor and Executive Council on January 18, 2023, item #47 (hereinafter referred to as “the Contract”);

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

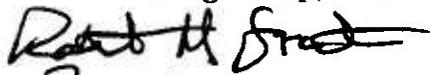
WHEREAS, the Contract allows for amendments by an instrument in writing executed by both Parties;

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

1. Section 1.7, Completion Date, P-37 of the existing Contract is hereby deleted in its entirety and replaced with the following: September 30, 2023.
2. The date June 30, 2023, which replaced the date December 1, 2022, in Paragraph 1 of Exhibit C is stricken and replaced with September 30, 2023.
3. This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.
4. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

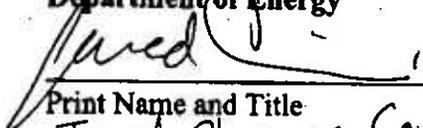
IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

River Consulting Group, Inc.


By: Robert M. Grant, President Date: 6/5/2023
Print Name and Title

STATE OF NEW HAMPSHIRE

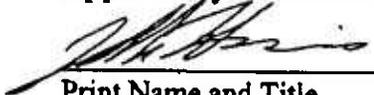
Department of Energy



Print Name and Title
Jared Chicoine, Commissioner

Date: 6/6/2023

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



Print Name and Title

Date: 6/11/2023

Approval by the Governor and Executive Council

G&C Item number: _____

G&C Meeting Date: _____

River Consulting Group, Inc.

CERTIFICATE OF AUTHORITY

I, Janice P. Grant, do hereby certify that:

1. I am the duly elected Secretary of the River Consulting Group, Inc. (the "Corporation"), a registered Georgia Corporation.
2. Robert M. Grant is the duly elected President of the Corporation, authorized by the Corporation's by-laws to sign contracts made, accepted, or endorsed by the Corporation.



Janice P. Grant, Secretary

Date: June 5, 2023

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 RIVER CONSULTING GROUP, INC is a Georgia Profit Corporation registered to transact business in New Hampshire on July 29, 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: 877302

Certificate Number: 0005899647



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a horizontal line.

David M. Scanlan
Secretary of State

Search Business Names

 [Back to Home \(/online/BusinessInquire\)](/online/BusinessInquire)

Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
RIVER CONSULTING GROUP, INC (/online/BusinessInquire/BusinessInformation? businessID=712310)	877302	RIVER CONSULTING GROUP, INC		Foreign Profit Corporation	77 Wilson Bridge Lane, Clayton, GA, 30525, USA	Business Filings Incorporated	Good Standing

Page 1 of 1, records 1 to 1 of 1

[Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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COMMISSIONER
Jared S. Chicoine



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

47

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

December 15, 2022

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

His Excellency and Honorable Councilors:

REQUESTED ACTION

Pursuant to RSA 365:37, II and III, authorize the New Hampshire Department of Energy (Department) to enter into a **retroactive** amendment of a contract with River Consulting Group, Inc. (RCG), of Clayton, GA, Vendor Code #380125, by extending the completion date from December 1, 2022 to June 30, 2023, effective upon the date of Governor and Council approval. The original contract was approved by Governor and Executive Council on September 15, 2021, Item #44. There is no additional funding requested. Funding is 100% Utility Assessment.

EXPLANATION

This request is **retroactive** because the decision to extend the contract was not made in time to complete the contract amendment process and obtain Governor and Executive Council approval prior to the expiration date of December 1, 2022. In 2019, Eversource filed its first full distribution rate case in nearly a decade, which was docketed by the New Hampshire Public Utilities Commission ("Commission") as DE 19-057. During that proceeding, the Commission Staff (now, the Department of Energy Staff) filed testimony recommending several capital project disallowances and proposed that an audit of Eversource's business processes be conducted, asserting that the Company did not adequately analyze, explain or justify many of its capital investments and failed to comply with its own budgeting and oversight policies and procedures. Eversource's petition for a distribution rate increase was eventually resolved by Order No. 26,433 (December 15, 2020), which approved a global settlement of all parties and issues that arose during the rate case. In that order, the Commission approved a settlement provision in which the Company agreed to a business process audit by an outside consultant.

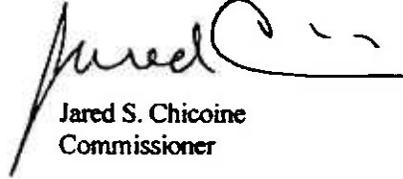
The Department respectfully requests a **retroactive** extension of the contract expiration date for RCG's consulting services provided to the Department regarding regulated utility management audits. It would be efficient and in the best interest of the Department to have RCG continue to perform this work. Unforeseen delays have been encountered in the completion of the business process audit; therefore, the Department asks for a no cost, six-month extension of the contract with RCG in order to allow the consultant to fully complete the project.

Governor and Executive Council
December 15, 2022
Page 2

Funds will be assessed pursuant to RSA 365:37, II, which permits the Department to obtain experts and assess the costs to the electric and natural gas utilities who are mandatory parties to the proceeding.

Your consideration of this request is appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared S. Chicoine", with a stylized flourish at the end.

Jared S. Chicoine
Commissioner

Attachments: Amendment and copy of original contract

CONTRACT AMENDMENT

This Contract Amendment ("Amendment") is entered into this 9 day of December 2022, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Energy, 21 S. Fruit Street, Concord, NH 03301, (hereinafter referred to as "State") and River Consulting Group, Inc. of Clayton, GA, (hereinafter referred to as "the Contractor"), collectively referred to as ("the Parties").

WHEREAS, the Parties have entered into a contract, approved by the Governor and Executive Council on September 15, 2021, item #44 (hereinafter referred to as "the Contract");

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

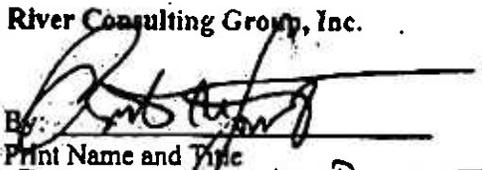
WHEREAS, the Contract allows for amendments by an instrument in writing executed by both Parties;

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

1. Section 1.7, Completion Date, P-37 of the existing Contract is hereby deleted in its entirety and replaced with the following: June 30, 2023.
2. The date December 1, 2022, in Paragraph I of Exhibit C is stricken and replaced with June 30, 2023.
3. This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.
4. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

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

River Consulting Group, Inc.

By: 
Print Name and Title

Robert M. Brant, President

Date: 12/9/2022

STATE OF NEW HAMPSHIRE
Department of Energy

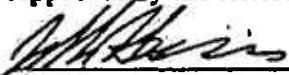


Print Name and Title

Date: 12/13/2022

JARED CHICOINE, Commissioner

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



Print Name and Title

Date: 12/14/2022

Joshua Harrison, Assistant Attorney General

Approval by the Governor and Executive Council

G&C Item number: 47

JAN 18 2023

G&C Meeting Date: _____

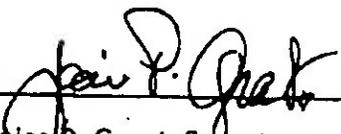


SECRETARY OF STATE

River Consulting Group, Inc.
CERTIFICATE OF AUTHORITY

I, Janice P. Grant, do hereby certify that:

1. I am the duly elected Secretary of the River Consulting Group, Inc. (the "Corporation"), a registered Georgia Corporation.
2. Robert M. Grant is the duly elected President of the Corporation, authorized by the Corporation's by-laws to sign contracts made, accepted, or endorsed by the Corporation.



Janice P. Grant, Secretary

12/9/2022

Date

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 RIVER CONSULTING GROUP, INC is a Georgia Profit Corporation registered to transact business in New Hampshire on July 29, 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: 877302

Certificate Number: 0005899647



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of November A.D. 2022.

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

David M. Scanlan
Secretary of State

JBR

INTERIM COMMISSIONER
Jared Chiofalo

DEPUTY COMMISSIONER
Christopher Edms, Jr.



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

TDD Access: Rebray NH
1-800-735-2984

Tel: (603) 271-3670

Website:
www.energy.nh.gov

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August 31, 2021

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

His Excellency and Honorable Councilors:

REQUESTED ACTION

Pursuant to RSA 365:37, II and III, authorize the New Hampshire Department of Energy (Department) to enter into a contract with River Consulting Group, Inc., of Clayton, GA, Vendor Code #877302, to assist and advise the Department in conducting a business process audit of Public Service Company of New Hampshire d/b/a Eversource Energy (Eversource). The contract is to be effective upon the date of Governor and Council approval through December 1, 2022, in an amount not to exceed \$492,258. Funding is 100% Utility Assessment.

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

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

<u>FY 2022</u>	<u>FY 2023</u>	<u>Total</u>
\$400,000	\$92,258	\$492,258

EXPLANATION

The Department respectfully requests authority to enter into a contract in an amount not to exceed \$492,258.00 with River Consulting Group, Inc., a consulting firm specializing in regulated utility management audits. In 2019, Eversource filed its first full distribution rate case in nearly a decade, which was docketed by the New Hampshire Public Utilities Commission ("Commission") as DE 19-057. During that proceeding, the Commission Staff (now, the Department of Energy Staff) filed testimony recommending several capital project disallowances and proposed that an audit of Eversource's business processes be conducted, asserting that the Company did not adequately analyze, explain or justify many of its capital investments and failed to comply with its own budgeting and oversight policies and procedures. Eversource's petition for a distribution rate increase was eventually resolved by Order No. 26,433 (December 15, 2020), which approved a global settlement of all parties and issues that arose during the rate case. In that order, the Commission approved a settlement provision in which the Company agreed to a business process audit by an outside consultant.

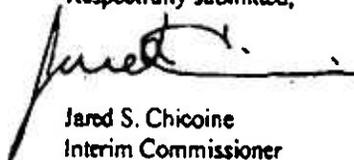
The Commission issued a Request for Proposals (RFP) on May 14, 2021. The notice of the RFP was published in the Union Leader for three days and was posted on the Commission's website. The Commission received four responses to its RFP. An evaluation team made up of the Director of the Electric Division, a Utility Analyst in the Electric Division, and a Staff Attorney/Hearings Examiner reviewed the four 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 25 points); general experience and qualifications in providing similar services (maximum 25 points); costs (maximum 20 points); clarity and appropriateness of proposed general approaches, and demonstrated knowledge of relevant subject matter (maximum 20 points); and overall responsiveness to the RFP, including completeness, clarity, and quality (maximum 10 points). Interviews were conducted for the top two scoring proposals. River Consulting Group, Inc. was the highest scoring bidder at 78 points versus a 72 point score for the second highest bidder response.

Although the RFP was issued by the Commission, pursuant to RSA 12-P:11, effective July 1, 2021, "[a]ll of the functions, powers, duties, records, personnel, and property of the public utilities commission incorporated in the statutes establishing the department of energy and which replace the authority of the commission with the authority of the department of energy, are hereby transferred, as of July 1, 2021, to the department of energy." Similarly, RSA 12-P:14, effective July 1, 2021, provides that "[e]xisting rules, orders, and approvals of the public utilities commission which are associated with any functions, powers, and duties, transferred to the department of energy pursuant to RSA 12-P:11 or any other statutory provision, shall continue in effect and be enforced by the commissioner of the department of energy until they expire or are repealed or amended in accordance with applicable law." Order No. 26,433 placed a duty on Commission Staff to oversee a business process audit of Eversource which now transfers to the Department of Energy. The RFP process, proposals, and power to award the contract therefore are similarly transferred.

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

Your consideration of this request is appreciated.

Respectfully submitted,



Jared S. Chicoine
Interim Commissioner

Attachments:
Agreement with Exhibits

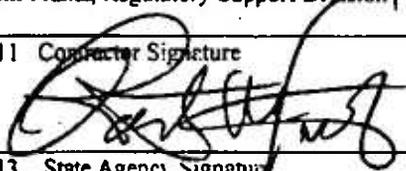
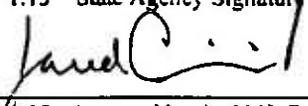
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit Street, Suite 10 Concord, NH 03301	
1.3 Contractor Name River Consulting Group, Inc.		1.4 Contractor Address 77 Wilson Bridge Lane, Clayton, GA 30525	
1.5 Contractor Phone Number 770-331-1941	1.6 Account Number	1.7 Completion Date 12/1/2022	1.8 Price Limitation \$492,258
1.9 Contracting Officer for State Agency Tom Frantz, Regulatory Support Division		1.10 State Agency Telephone Number 603-271-3670	
1.11 Contractor Signature  Date: 7/25/21		1.12 Name and Title of Contractor Signatory Robert M. Grant, President	
1.13 State Agency Signature  Date: 8/17/21		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Interim Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/23/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: SEP 15 2021			



DEPUTY SECRETARY OF STATE

Contractor Initials
 Date: 

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.

[Handwritten Signature]
Date: 11/12/11

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

Contractor Signature
Date

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 1.5, 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 renewals 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 supercedes all prior agreements and understandings with respect to the subject matter hereof.

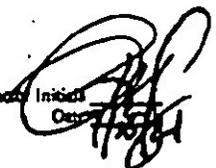


EXHIBIT A

SPECIAL PROVISIONS

1. In lieu of the insurance requirement set forth in Paragraph 14 of the General Provisions, the Department will accept commercial general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than:
 - \$1,000,000 for each occurrence
 - \$1,000,000 for damage to rented premises
 - \$10,000 for medical expenses (for any one person)
 - \$1,000,000 for personal and advertising injury
 - \$2,000,000 general aggregate
 - \$2,000,000 for products and completed operations aggregate

2. The Contractor is exempt from workers' compensation insurance requirements pursuant to RSA 281-A:2, VIII.

Contractor Initials _____
Date 12-17-21
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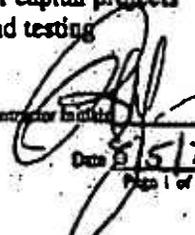
EXHIBIT B

SCOPE OF SERVICES

The Contractor(s) shall be engaged by, and report to, the Department of Energy, and in collaboration with the Department's Regulatory Support Division ("Division"), produce a comprehensive audit of Eversource business processes and provide a final report on those processes which includes recommendations for business process improvements pertaining to Eversource's capital investment planning, budgeting, management and execution.

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

1. Review and assessment of the Company's capital planning, budgeting, approval, and management oversight, including:
 - a. Company's budgeting and approval process for capital expenditures;
 - b. Company's information systems used in work planning, tracking, and accounting.
 - c. Initial project design and development of budgets, cost estimates, revised budgets and budget variances;
 - d. Internal accounting for capital projects and administrative support;
 - e. Decision making by project managers involving design changes, engagement and hiring of outside contractors and the Company's oversight of contractors;
 - f. Decision making by project managers in addressing and controlling project costs including factors that necessitate the involvement of upper management;
 - g. Reviews by upper management of project costs and cost overruns and the application of cost controls; and
 - h. Compliance of the above-listed items with good utility practices.
2. Review and evaluation of capital project documentation, including:
 - a. Compliance with documentation policies and filing requirements;
 - b. Initial project assessment and analysis in the project approval documentation including consideration and analysis of known and foreseeable costs and risks;
 - c. Use of supplement requests/change order requests, including root cause analysis and lessons learned;
 - d. Source documentation and supporting documentation; and
 - e. Recommendations for improving and enhancing the above documentation process.
3. Selective Project Review: The consultant will select a sample of capital projects for 2020 and 2021 to be included as a part of its examination and testing involving the above listed processes.

Contractor Initials: 
Date: 8/5/2021
Page 1 of 2

In the process of preparing each deliverable, the consultants will work closely with the Division in order facilitate effective knowledge transfer of each issue. The consultant will also provide litigation services to the Division, consistent with the proposal outlined in the RFP. The work of the consultant will be subject to an evaluation of progress achieved against the above-mentioned scope and tasks to take place after completion of the key deliverables identified during the project scoping meeting.

This exhibit is intended as a summary of the work described in RFP #2020-006 and Contractor's Response to RFP #2020-006, and is not intended to limit the scope of services as set forth therein.

1. Project Schedule

Contractor shall commence work immediately following approval of this Agreement by the Governor and Executive Council. Contractor shall schedule an initial project scoping meeting with the Division to occur during September 2021, or a mutually agreeable date within 30 days following approval of this Agreement by the Governor and Executive Council. The purpose of the meeting shall be to review and refine the scope, task, and project approach requirements; to establish a project plan and schedule with key milestones and deliverables, as applicable; and to establish project management and communications protocols to ensure that the information requirements of both the Division and Contractor are satisfied.

2. Project Management

Status calls or meetings shall be conducted by Contractor's project manager with the Division, on a monthly basis or when requested by the Division, to discuss project status, progress, action items, and budget status.

For any activities not addressed in the project schedule section above or requiring modification as the work progresses, Contractor shall work with the Division to set a mutually agreeable schedule and related budget.

3. Additional Requirements

Contractor shall maintain confidential all non-public information to which it has access until such time as it is instructed otherwise by the Division. In the process of preparing any and all deliverables, Contractor shall work closely with the Division in order to facilitate effective knowledge transfer on each issue. At the conclusion of performance of services hereunder, Contractor shall make available to the Division summaries of significant work papers and source documents as requested.


Contractor Initials
Date 5/15/2021
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EXHIBIT C

CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This contract becomes effective on the date of approval by the Governor and Executive Council and concludes on December 1, 2022.
2. The River Consulting Group, Inc. will charge for professional consulting services for time involved and expenses incurred in an amount not to exceed \$ 492,258. Services will be provided as set forth in Exhibit B. The Detailed Program Budget and Staffing section in Contractor's proposal dated June 9, 2021 describes reasonable, expected allocation of hours for the services, at the following hourly rates:

Name	Labor Rate (fully loaded) (\$/hour)
Robert Grant	\$240/hr
Howard Solganick	\$240/hr
Joseph DeVirgilio	\$240/hr
Ronald D. Willoughby	\$240/hr

All out-of-pocket costs and expenses, including travel, will be invoiced at cost without mark-up and are subject to the Price Limitation set forth below. The Contractor includes the employees and subcontractors identified in the Contractor's proposal. 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 set forth below. The Contractor shall not substitute or change any subcontractor or other personnel identified in its Proposal without written notice to and the consent of the Department of Energy Regulatory Support Division ("Division"), such consent not to be unreasonably withheld.

3. **Price Limitation:** The contract price shall not exceed \$492,258 in total.
4. **Method of Payment:** Payment shall be made as set forth herein below, on completion of the assigned work on the basis of monthly invoices approved by the Division. All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred and copies of receipts. Invoices will provide adequate back-up including the hours worked per individual during the month and the service provided during those hours. The Division can request additional supporting information, as necessary. Invoices will be submitted to: Business Office, New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429 or via email to ENGY-BusinessOfficeGroup@energy.nh.gov.


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Date: 12/1/2021
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1-18-21
2021
Contract No. 365:37

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

River Consulting Group, Inc.
CERTIFICATE OF AUTHORITY

I, Janice P. Grant, do hereby certify that:

1. I am the duly elected Secretary of the River Consulting Group, Inc. (the "Corporation") a registered Georgia Corporation.
2. Robert M. Grant is the duly elected President of the Corporation, authorized by the Corporation's by-laws to sign contracts made, accepted, or endorsed by the Corporation.



Janice P. Grant, Secretary

8/11/21

Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVER CONSULTING GROUP, INC is a Georgia Profit Corporation registered to transact business in New Hampshire on July 29, 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: 877302

Certificate Number : 0005414997



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of July A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

