

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](http://www.energy.nh.gov)

5A

November 8, 2023

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Energy (Department), to amend an existing contract with 6893449 Canada Inc. of Montreal, Quebec (Vendor# 349951), to provide consulting and expert witness litigation support by extending the completion date from December 31, 2023, to June 30, 2024, effective upon Governor and Executive Council approval. No additional funding is being requested. This contract was originally approved by Governor and Executive Council on February 8, 2023, Item #71. **100% Other (Special Assessment).**

**EXPLANATION**

These services relate specifically to the Value of Distributed Energy Resources Study (VDER Study) methodology and results prepared by the Contractor in response to Public Utilities Commission (Commission) Docket DE 16-576 and filed in Docket DE 22-060 on October 31, 2022, and any value of distributed energy resources issues arising within either docket. That docket is now expected to go through to the first half of 2024 so an extension is necessary.

Your consideration of this request is appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jared S. Chicoine".

Jared S. Chicoine  
Commissioner

**CONTRACT AMENDMENT**

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 (Department), 21 S. Fruit Street, Concord, NH 03301, (hereinafter referred to as State) and 6893449 Canada Inc., Montreal, Canada (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 February 8, 2023, Item #71 (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 agree as follows:

1. Completion Date: Amend Subparagraph 1.7 of the existing Contract by striking the current completion date of December 31, 2023, and inserting in place thereof the date of June 30, 2024.
2. Exhibit C – Contract Amount, Terms and Methods of Payment: Amend Exhibit C, first paragraph of the existing contract by striking the current contract date of “upon approval by the New Hampshire Governor and Executive Council through December 31, 2023” and inserting in place thereof “upon approval by the New Hampshire Governor and Executive Council through June 30, 2024.”
3. This Amendment shall become effective upon approval by the New Hampshire Governor and Executive Council.
4. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the Parties thereunder shall remain in full force and effect.

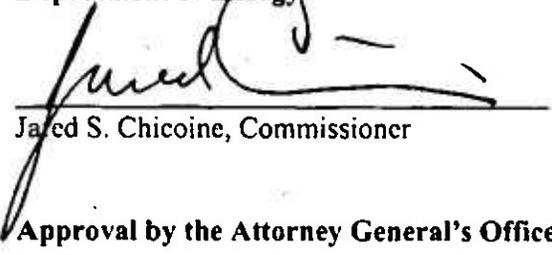
IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

6893449 Canada Inc.

By:   
Print Name and Title Alex Hill, Partner

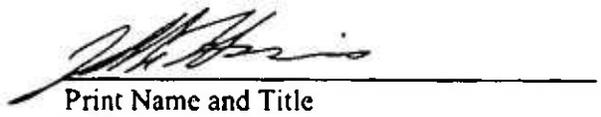
Date: Oct. 5, 2023

**STATE OF NEW HAMPSHIRE**  
**Department of Energy**

  
\_\_\_\_\_  
Jared S. Chicoine, Commissioner

Date: 10/5/2023

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

  
\_\_\_\_\_  
Print Name and Title  
Joshua Harrison, Assistant Attorney General

Date: 10/23/2023

**Approval by the Governor and Executive Council**

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

G&C Meeting 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 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: 0006330291



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of October A.D. 2023.

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

David M. Scanlan  
Secretary of State

2023-10-05

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. 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.

A handwritten signature in black ink, appearing to read 'P. Dunsky', with a long horizontal flourish extending to the right.

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.

<b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b>			<b>2. INSURED'S FULL NAME AND MAILING ADDRESS</b>		
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**

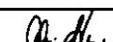
TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)				
				COVERAGE	DED.	AMOUNT OF INSURANCE		
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE OR <input checked="" 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	2023/09/01	2024/09/01	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	\$1,000	\$5,000,000		
						- 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	2023/09/01	2024/09/01	NON-OWNED AUTOMOBILES		\$5,000,000		
<input checked="" type="checkbox"/> HIRED AUTOMOBILES	Lloyd's contract B088860855H21 by	2023/09/01	2024/09/01	HIRED AUTOMOBILES				
<b>AUTOMOBILE LIABILITY</b> <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				
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				AGGREGATE				
<b>OTHER LIABILITY (SPECIFY)</b> <input checked="" type="checkbox"/> Liability	Lloyd's contract B088860855H21 by GroupAssur - MIS10293	2023/09/01	2024/09/01	Professional Liability any one claim	\$2,500	\$5,000,000		
<input checked="" type="checkbox"/> Deductible	Lloyd's contract B088860855H21 by	2023/09/01	2024/09/01	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.

<b>6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS</b>			<b>7. ADDITIONAL INSURED NAME AND MAILING ADDRESS</b> (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 TYPE Fax NO. (819) 777-0932 TYPE NO. TYPE NO.
AUTHORIZED REPRESENTATIVE Alain St-Amour	
SIGNATURE OF AUTHORIZED REPRESENTATIVE 	DATE 01 September, 2023 EMAIL ADDRESS astamour@assuranciagt.ca

COMMISSIONER  
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February 8, 2023

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Energy (Department), to enter into a **SOLE SOURCE** contract with 6893449 Canada Inc. of Montreal, Quebec (Vendor# 349951), in an amount not to exceed \$133,954, to provide consulting and expert witness litigation support. This contract is effective upon Governor and Executive Council approval through December 31, 2023. Funding is 100% Utility Special Assessment.

Funding will be available, pursuant to RSA 365:37, in account General Consultants as follows:

	<u>FY2023</u>	<u>Total</u>
02-52-52-520010-13820000-046-500464	\$133,954	\$133,954

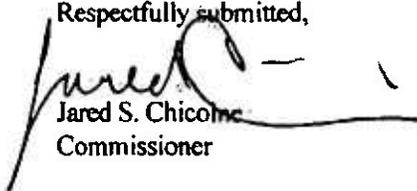
**EXPLANATION**

This request is for a **SOLE SOURCE** contract to provide consulting and expert witness litigation support to the New Hampshire Department of Energy (Department). These services relate specifically to the Value of Distributed Energy Resources Study (VDER Study) methodology and results prepared by the Contractor in response to Public Utilities Commission (Commission) Docket DE 16-576 and filed in Docket DE 22-060 on October 31, 2022, and any value of distributed energy resources issues arising within either docket.

The Department requests a **SOLE SOURCE** contract with 6893449 Canada Inc. because the Contractor previously worked on behalf of the Department to develop the VDER Study and completed it following months of study and analysis. The Contractor can best testify to the methodology and results of the Study. Any other contractor would have to spend an appreciable amount of time, at considerable cost, to perform this additional service. Working directly with the original Contractor will avoid this additional and unnecessary expense.

Your consideration of this request is appreciated.

Respectfully submitted,

  
Jared S. Chicoine  
Commissioner



**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 amounts and types of insurance set forth in Paragraph 14.1 of the General Provisions, 6893449 Canada, Inc. (Contractor) shall provide commercial general liability insurance issued by Lloyd's contract B088860855H21 by GroupAssur – MIS 10293, in the following amounts. All other requirements regarding insurance contained in the General Provisions shall remain unchanged.

\$5,000,000 for each occurrence  
\$5,000,000 for personal and advertising injury  
\$25,000 for medical payments  
\$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. The Contractor shall not substitute or change personnel identified in its Proposal dated November 23, 2022, without written notice to and the consent of the Department of Energy (Department), such consent not to be unreasonably withheld.
3. The Contractor agrees to maintain confidential all information to which it has access until such time as it is instructed otherwise by the Department.

## EXHIBIT B

### SCOPE OF SERVICES

6893449 Canada Inc. (Contractor) is engaged to provide consulting and expert witness litigation support to the New Hampshire Department of Energy (Department). These services relate specifically to the Value of Distributed Energy Resources Study methodology and results prepared by Contractor in response to Public Utilities Commission Docket DE 16-576 and filed in Docket DE 22-060 on October 31, 2022, and any value of distributed energy resources issues arising within either docket.

Specific tasks for the Contractor may include, but are not limited to, the following in Docket DE 22-060:

- Reviewing and critiquing all testimony, data requests, record requests, and data responses regarding the value of distributed energy resources.
- Preparation of data requests, preparation of data and record responses, and participation in other discovery activities regarding the value of distributed energy sources.
- Participation in technical sessions, settlement discussions, and status conferences.
- Preparation and submission of direct, rebuttal, and surrebuttal testimony.
- Attendance (in-person or remote) by a senior member of the Dunsky team at hearings in Concord, NH for cross-examination of testimony.
- Preparation of up to three additional model scenarios covering higher electricity rates, altered economic inputs (e.g., discount rates) or updated ancillary services costs/benefits.
- Participation in strategy sessions.
- Work collaboratively with Department Staff to transfer knowledge related to the subject matter of the Contractor's work.

Contractor shall conduct tasks in consultation with and at the direction of Department Staff, and shall participate in periodic meetings to assure that Contractor's work remains within scope and within budget.

**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 December 31, 2023.

6893449 Canada Inc. ("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 dated November 23, 2022, and for related reasonable travel expenses incurred and approved by the New Hampshire Department of Energy (Department), up to a total not-to-exceed price of \$133,954.00. 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 \$133,954.00.
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 Department. All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of 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: ENGY.BusinessOfficeGroup@energy.nh.gov or by mail to the Business Office, New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

Payments hereunder are contingent upon the availability of funds assessed pursuant to RSA 365:37 and/or 365:38. The Department shall assess the costs of the contract to the appropriate party(ies) and, upon payment of the assessment, shall process payment to the Contractor.

**To:** Deandra Perruccio and Elizabeth Nixon, New Hampshire Department of Energy  
**From:** Alex Hill, Dunsky Energy + Climate Advisors  
**Date:** 2022-11-23  
**Re:** NH VDER Study Adjudication Support.

## 1 Context

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In fall 2022, Dunsky Energy + Climate Advisors (Dunsky) completed the statewide New Hampshire Value of Distributed Energy Resources Study (the VDER Study). Adjudication related to the New Hampshire Public Utilities Commission's net energy metering (NEM) docket will begin early 2023, of which the VDER Study has potential to become a key feature. As such, the New Hampshire Department of Energy (DOE) has requested that Dunsky submit a proposed scope of work that is focused on the explanation and defence of the VDER Study methodology and results. Currently, the level of effort required to explain and defend the VDER Study - and therefore the scope of this work - is largely unknown given uncertainties with respect to the nature of the adjudication. The scope may include submitting pre-filed testimony, responding to discovery requests, participating in technical sessions and settlement conferences, or providing live testimony during PUC hearings and status conferences.

This scope presents a high-end estimate of the engagement, assuming that the proceedings are complete by December 31, 2023. The work would be billed on a time and materials basis, depending on actual DOE needs. If proceedings extend beyond then end of 2023, the scope of work, rates and budget will need to be revisited. This scope of work is focused on responding to inquiries related to the VDER study within the NEM docket.

## 2 Proposed Scope

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Below, we provide a high-level overview of the scope items covered by the proposed budget:

1. **Respond to questions from the Commission:** provide details and explanations related to the VDER study methodology, sources, assumptions and results in response.
2. **Respond to questions from the Utilities:** provide details and explanations related to the VDER study methodology, sources, assumptions and results in response.
3. **Model Scenarios:** Prepare up to three additional model scenarios covering higher electricity rates, altered economic inputs (discount rates) or updated ancillary services costs/benefits.
4. **Testimony and hearings:** Provide testimony for up to three days of hearing: assuming 25-30 hours of preparation per appearance, which can include a mock hearing, working with the DOE lawyers to articulate hearing strategy. Written testimony could be requested in place of, or in conjunction with one or more of the in-person hearings. This will be conducted by a senior member of the Dunsky team (managing consultant, director or partner), and it is assumed that Alex Hill (Partner) will be the most likely witness. This can also include

attending hearings in support of the DOE, but where testimony from Dunsky staff is not required.

- Respond to Information Requests:** Respond to other Information requests relevant to the study. To the degree that the budget and time permit, assist the DOE to respond to other questions related to the NEM docket 22-060.

### 3 Budget Estimate

The work will be billed on a time and materials basis up to a cap. Overall, we estimate a high-end budget of \$133,954 to allow sufficient time to support all requests outlined above. Work is anticipated to start within the first quarter of 2023. Should the proceedings extend beyond December 31, 2023 the scope of work and budget will need to be revisited.

#### Detailed Estimate

Staff Name	Philippe Dunsky	Alex Hill	Ahmed Hanafy	Ben Kujala	Leslie Malone	Anirudh Kshemendranath	travel for testimony		
Labour Category	President	Partner	Director	Senior Research Lead	Managing Consultant	Senior Principal Analyst			
Project Role	Role	Role	Role	Role	Role	Role			
Rates	\$489	\$438	\$361	\$261	\$261	\$214			
Tasks	Total (Hrs)	Hours (#)	Hours (#)	Hours (#)	Hours (#)	Hours (#)	Hours (#)	Expenses	Total
High-End Time Estimate	450	10	105	25	15	85	210	\$3,000	\$133,954

The time and materials billing will use Dunsky's 2023 rates by labor category, summarized in the table below.

Dunsky Labor Category	2023 Standard Hourly Rates
President	\$489
Partner	\$438
Director	\$361
Senior Research Lead	\$261
Managing Consultant	\$261
Technical Lead	\$233
Senior Consultant	\$233
Consultant	\$214
Senior Principal Analyst	\$214
Principal Analyst	\$191
Senior Analyst	\$168
Analyst	\$145
Graphic Designer	\$134

2023-01-05

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. 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

**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: 0005900675.



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of November A.D. 2022.

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

David M. Scanlan  
Secretary of State

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**

New Hampshire Department of Energy  
21 S. Fruit St., Suite 10

**2. INSURED'S FULL NAME AND MAILING ADDRESS**

6893449 Canada Inc.  
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
<b>COMMERCIAL GENERAL LIABILITY</b> <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		
				- EACH OCCURRENCE		\$5,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$5,000,000
				PERSONAL INJURY LIABILITY OR		
				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		
<b>AUTOMOBILE LIABILITY</b> <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 WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
				EACH OCCURRENCE		
			AGGREGATE			
<b>OTHER LIABILITY (SPECIFY)</b> <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**

Assurance Groupe Tardif  
815 Boul. de la Carrière, bureau 102

**7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability - but only with respect to the operations of the Named Insured)**

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 Assurance Groupe Tardif

CONTACT NUMBER(S)

AUTHORIZED REPRESENTATIVE Alain St-Amour

TYPE Main NO. (819) 777-5250 x3832 TYPE Fax NO. (819) 777-0932  
TYPE NO. TYPE NO.

SIGNATURE OF AUTHORIZED REPRESENTATIVE 

DATE 11 August, 2022

EMAIL ADDRESS astamour@assuranciagt.ca