

46

COMMISSIONER  
Jared S. ChicoineDEPUTY COMMISSIONER  
Christopher J. Ellms, Jr.DEPARTMENT OF ENERGY  
21 S. Fruit St., Suite 10  
Concord, N.H. 03301-2429

March 27, 2024

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 a **retroactive** amendment to a contract with River Consulting Group, Inc. (RCG), of Clayton, GA, Vendor #380125, by extending the expiration date from February 1, 2024 to December 31, 2025 to assist and advise the Department in analysis and litigation relating to natural gas distribution system planning and engineering, effective upon the date of Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on January 26, 2022, Item #61. There is no additional funding requested. **Funding is 100% Other (Special 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 February 1, 2024. In 2023, Liberty Utilities (Liberty or the Company) filed two separate distribution rate cases, which were docketed by the New Hampshire Public Utilities Commission ("Commission") as DE 23-039 and DG 23-067.

During the ongoing proceedings, the Department needs to file testimonies evaluating and recommending several capital projects proposed by the Company for either allowance or disallowance. The Department's recommendations need to adequately analyze, explain or justify many of the proposed capital investments as failed, and ultimately whether they are just, reasonable, and in the public interest.

Additionally, the Department could potentially receive multiple distribution rate cases in 2024, which would require similar analysis in the future. RCG was originally contracted to provide such services.

The Department, therefore, respectfully requests a **retroactive** extension of the contract expiration date for RCG's consulting services provided to the Department. It would be efficient and in the best

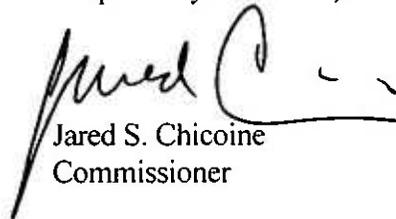
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
March 27, 2024  
Page 2

interest of the Department to have RCG continue to perform this work. Unforeseen delays have been encountered in the two individual rate case proceedings; therefore, the Department asks for a no cost, 17-month extension of the contract with RCG in order to allow the consultant to provide requisite support to the Department.

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  
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 River Consulting Group, Inc., 77 Wilson Bridge Lane, Clayton, GA 30525, (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 January 26, 2022, Item #61 (hereinafter referred to as the Contract);

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

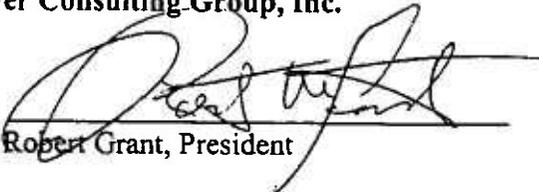
WHEREAS, the Contract allows for amendments by an instrument in writing executed by both Parties;

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: December 31, 2025.
2. Exhibit C, Contract Amount, Terms and Methods of Payment, Paragraph 1 is hereby amended from February 1, 2024 to December 31, 2025.
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.

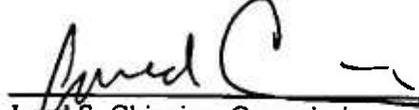
**River Consulting Group, Inc.**

By: 

Robert Grant, President

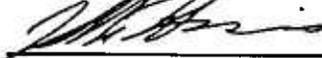
Date: 2/29/2024

**STATE OF NEW HAMPSHIRE  
Department of Energy**

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

Date: 2/29/2024

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

  
\_\_\_\_\_  
Print Name and Title

Date: 3/4/2024

**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 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: 0006587382



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of February A.D. 2024.

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

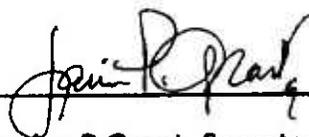
David M. Scanlan  
Secretary of State

**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

February 27, 2024  
\_\_\_\_\_

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/2023

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

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

<b>PRODUCER</b> NUTMEG INS AGENCY INC/PHS 76210781 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (888) 925-3137 (A/C, No, Ext):		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
	<b>INSURED</b> River Consulting Group, Inc. 77 WILSON BRIDGE LN CLAYTON GA 30525-4812	<b>INSURER A:</b> Hartford Underwriters Insurance Company	30104
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		76 SBW AM6SPT	07/23/2023	07/23/2024	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			76 SBW AM6SPT	07/23/2023	07/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE
							OTHER
A	Employment Practices Liability Insurance			76 SBW AM6SPT	07/23/2023	07/23/2024	Each Claim Limit \$25,000 Annual Aggregate Limit \$25,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

**CERTIFICATE HOLDER**

State of New Hampshire  
 Department of Energy  
 21 S FRUIT ST STE 10  
 CONCORD NH 03301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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HR 1

COMMISSIONER  
Jared Chioine

DEPUTY COMMISSIONER  
Chris Eilms



TDD Access: Relay NH  
1-800-735-2864

Tel. (603) 271-3670

Website:  
www.energy.nh.gov

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

January 11, 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 (DOE) to enter into a contract with River Consulting Group, Inc., of Clayton, GA, Vendor Code #877302, for an amount not to exceed \$270,000, to assist and advise the DOE in analysis and litigation relating to natural gas distribution system planning and engineering. The contract is to be effective upon the date of Governor and Council approval through February 1, 2024. Funding is 100% Special 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 02-52-52-5200-13820000-500464.

<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>Total</u>
\$70,000	\$120,000	\$80,000	\$270,000

**EXPLANATION**

The DOE respectfully requests authority to enter into a contract in an amount not to exceed \$270,000.00 with River Consulting Group, Inc., a consulting firm specializing in utility litigation consulting services. The New Hampshire Department of Energy (DOE), under RSA 12-P:2, is tasked with representing its positions before the New Hampshire Public Utilities Commission (Commission), and is authorized to complete the record for consideration by the Commission when it must determine whether the services provided by electric, natural gas, water, and sewer utilities through their distribution networks are adequate for their customers' needs, and whether those services are provided at just and reasonable rates.

The DOE will deploy the expertise of River Consulting Group to present a complete and balanced record for Commission review of the engineering aspects of natural gas utility investments primarily in two forums: Least Cost Integrated Resource Plans (LCIRPs) pursuant to RSA 378:37-40, and requests for cost recovery during Rate Cases pursuant to RSA 378:27-28.

LCIRP proceedings allow the Commission to prospectively review whether a utilities' resource portfolio and planned investments will offer service at the lowest reasonable cost to ratepayers. New Hampshire's largest natural gas distribution utility, Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities (Liberty Gas), is obligated pursuant to RSA 378:38 to file an LCIRP in the fourth quarter of 2022. Similarly, Northern

Utilities, Inc. (Northern) is also obligated to file an LCIRP by the end of 2022. Rate cases and related step adjustments allow the Commission to retrospectively review whether system investments have been prudently decided upon, managed, are used and useful, and may be eligible for recovery in customer rates. Northern's ongoing rate case proposes a an approximately \$7.8 million increase in revenue requirement and three step adjustments which would permit Northern to request recovery of approximately \$3.2 million per year in additional revenue requirement associated with non-growth capital investments placed in service in 2021, 2022, and 2023. See, DG 21-104. Liberty Gas's recently settled rate case would permit the Company to request recovery of up to \$3.2 million in additional annual revenue requirement associated with non-growth capital investments placed into service during 2021. See, DG 20-105.<sup>1</sup>

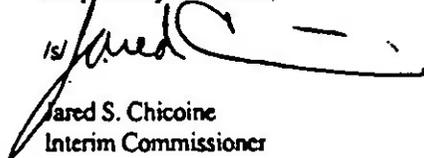
On July 6, 2021, the Department's Regulatory Support Division (Division) issued an internal memorandum recommending issuance of a Request for Proposals (RFP) for an outside consultant to assist the DOE in its review of distribution system engineering and planning. Upon consultation with the Department of Justice, the proposed RFP was separated into two different RFPs, one addressing electric distribution system engineering and planning and the other addressing natural gas distribution system engineering and planning. On September 16, 2021, the DOE issued RFP #2021-017 for an outside consultant to assist the DOE in its review of natural gas distribution system engineering and planning. Proposals responsive to the RFP were to be received by the DOE no later than October 14, 2021. The notice of the RFP was published in the Union Leader for three days and was posted on the DOE's website.

The DOE received two responses to its RFP. An evaluation team made up of the Regulatory Division Director and a Staff Attorney/Hearings Examiner reviewed the two RFP responses. The bid responses were scored using the selection criteria identified in the RFP, weighted as follows: employee and subcontractor qualifications (maximum of 20 points); proposed scope of work (maximum 25 points); jurisdictional experience (maximum 25 points); cost of consulting services (maximum 20 points); and responsiveness to the RFP (maximum 10 points). River Consulting Group, Inc. was the highest scoring bidder at 76 points versus a 73 point score for the second highest bidder response.

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

Your consideration of this request is appreciated.

Respectfully submitted,

  
Jared S. Chicoine  
Interim Commissioner

Attachments:  
Agreement with Exhibits

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<sup>1</sup> While the step adjustments represent approximately \$13 million in annual revenue requirement impacts, those impacts represent approximately \$85 million worth of capital investments. The Northern rate case will represent a similarly large sample of capital investments that must be reviewed for prudence.

### Exhibit A

RFP #2021-017, Natural Gas System Planning and Engineering	Scoring Team Consensus Score	
<b>Date of Review: 11/2/2021</b>		
<b>Scored by: Thomas Frantz, Director - Regulatory Support Division &amp; Paul Dexter, Hearings Examiner/Staff Attorney</b>	<b>Schumaker &amp; Co.</b>	<b>River Consulting Group</b>
<b>Employee and Subcontractor Qualifications:</b> Qualifications, technical expertise, certifications, and knowledge that the organization or individual possesses, including that of the staff and any subcontractors proposed to be assigned to the engagement, providing services directly relevant to the specified scope of services. (Maximum Point Score: 20)	15	17
<b>Proposed Scope of Work:</b> Clarity and appropriateness of proposed general approaches and demonstrated knowledge of relevant subject matter, including proposed allocation of resources and time to critical tasks, proposed scope of work, and project schedule. (Maximum Point Score: 25)	17	19
<b>Jurisdictional Experience:</b> General experience providing similar services in New Hampshire, as well as utility regulatory agencies in other states, including similar current or prior engagements. Engagements relevant to New Hampshire utility affiliates in other jurisdictions may be considered. (Maximum Point Score: 25)	15	18
<b>Cost of Consulting Services:</b> Cost of consulting services and expenses, including the competitiveness of the proposed budget and/or hourly rates and any proposed discounts or other benefits. (Maximum Point Score: 20)	20	15
<b>Responsiveness to RFP:</b> Overall responsiveness to the requirements of the RFP, including completeness, clarity, and quality of proposal. (Maximum Point Score: 10)	6	7
<b>TOTAL SCORE</b>	<b>73</b>	<b>76</b>

**FORM NUMBER P-37 (version 12/11/2019)**

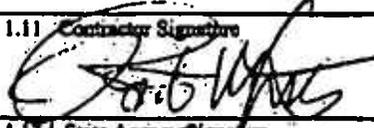
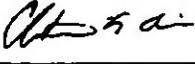
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION:**

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit 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 13820000	1.7 Completion Date 2/1/2024	1.8 Price Limitation \$270,000
1.9 Contracting Officer for State Agency Tom Prentz, Regulatory Support Division Director		1.10 State Agency Telephone Number 603-271-3670	
1.11 Contractor Signature  Date: 1/4/22		1.12 Name and Title of Contractor Signatory Robert M. Grant, President	
1.13 State Agency Signature  Date: 1/7/22		1.14 Name and Title of State Agency Signatory Jared S. Chisolm, 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: 1/7/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials  
Date  1/7/22

**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.**

Contractor Initials *[Signature]*  
Date 1/4/22

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 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.

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## EXHIBIT B

### SCOPE OF SERVICES

The Contractor(s) shall be engaged and supervised by the DOE to perform the consulting work, and will work at the direction of, and in consultation with, DOE personnel. The Contractor(s) shall work on a broad range of distribution system engineering related assignments, providing consulting services in some, all, or portions of the following areas:

1. Prospective analysis and review of natural gas distribution system investments proposed in rate cases for planned step adjustments, and through least cost integrated resource plans;
2. Retrospective analysis and review of completed natural gas distribution system investments;
3. Quantitative and qualitative aspects of benefit-cost analysis, including for those investments which might be made for reliability purposes; and
4. Natural gas distribution system management and operations.

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

1. Working collaboratively with DOE personnel to prepare discovery requests, review discovery responses, respond to discovery requests, prepare pre-filed written testimony, conduct review and analysis of party testimony, prepare rebuttal testimony, assist with hearing preparation, provide live testimony if necessary, and prepare reports, as needed; and
2. Attending stakeholder group meetings, technical sessions, settlement conferences, and hearings, as needed.

In the process of preparing each deliverable, the consultants will work closely with the DOE personnel in order to facilitate effective knowledge transfer of each issue. The consultant will also provide litigation services to the DOE, 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 #2021-017 and Contractor's Response to RFP #2021-017, 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 DOE to occur during February 2022, 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

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1/17/22

applicable; and to establish project management and communications protocols to ensure that the information requirements of both the DOE and Contractor are satisfied.

## **2. Project Management**

Status calls or meetings shall be conducted by Contractor's project manager with the DOE, on a monthly basis or when requested by the DOE, 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 DOE 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 DOE. In the process of preparing any and all deliverables, Contractor shall work closely with the DOE 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.

  
11/4/22

**EXHIBIT C**

**CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT**

1. This contract becomes effective on the date of approval by the Governor and Executive Council and concludes on February 1, 2024.
2. The River Consulting Group, Inc. will charge for professional consulting services for time involved and expenses incurred in an amount not to exceed \$270,000. Services will be provided as set forth in Exhibit B. The Detailed Program Budget and Staffing section in Contractor's proposal dated October 14, 2021 describes reasonable, expected allocation of hours for the services, at the following hourly rates:

Name	Labor Rate (fully loaded) (\$/hour)
Robert Grant	\$265/hr
Howard Solganick	\$265/hr
Joseph DeVirgilio	\$265/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 (DOE) such consent not to be unreasonably withheld.

3. **Price Limitation:** The contract price shall not exceed \$270,000 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 DOE. 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 DOE 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](mailto:ENGY-BusinessOfficeGroup@energy.nh.gov).

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

Contractor Initials  
Date 1/4/22

# 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.

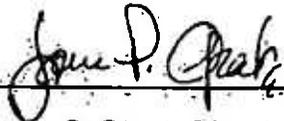
A handwritten signature in black ink, appearing to read "William M. Gardner".

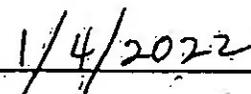
William M. Gardner  
Secretary of State

**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

  
\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2021

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

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

<b>PRODUCER</b> NUTMEG INS AGENCY INC/PHS 76210781 The Hartford Business Service Center 3800 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (888) 925-3137 FAX (888) 443-8112 (A/C, No, Ext): (A/C, No):	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> River Consulting Group, Inc. 77 WILSON BRIDGE LN CLAYTON GA 30525-4812	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Underwriters Insurance Company	<b>NAIC#</b> 30104
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR YYY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability  GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		76 SBW AM6SPT	07/23/2021	07/23/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			76 SBW AM6SPT	07/23/2021	07/23/2022	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Employment Practices Liability Insurance			76 SBW AM6SPT	07/23/2021	07/23/2022	Each Claim Limit \$25,000 Annual Aggregate Limit \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

<b>CERTIFICATE HOLDER</b> New Hampshire Department of Energy 21 S FRUIT ST CONCORD NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Susan D. Castaneda</i>
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