

STATE OF NEW HAMPSHIRE



TDD Access: Relay NH
1-800-735-2964
Tel. (603) 271-1172

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CONSUMER ADVOCATE
Donald M. Kreis

ASS'T CONSUMER ADVOCATE
Matthew J. Fossum

OFFICE OF THE CONSUMER ADVOCATE
21 S. Fruit Street., Suite 18
Concord, New Hampshire 03301-2429

Website:
www.oca.nh.gov

June 20, 2024

The Honorable Ken Weyler, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

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

REQUESTED ACTION

Pursuant to RSA 363:28, III, authorize the Office of the Consumer Advocate (OCA) to enter into a **SOLE SOURCE** contract amendment with Aaron Rothschild of 15 Lake Road, Ridgefield, Connecticut 06877 (Vendor #162836) to provide certain expert services in connection with rate cases at the Public Utilities Commission, by increasing the contract amount by \$70,000 from the original amount of \$140,000 to \$210,000, effective upon Fiscal Committee and Governor and Council approvals through June 30, 2025. The contract was previously approved by the Fiscal Committee on August 11, 2023 (Item #FIS 23-237) and by Governor and Council on August 2, 2023 (Item #36). There is no time extension to this request. **100% Other (Special Utility Assessment)**

Funds will be available pursuant to RSA 363:28, III in account OCA Special Assessments as follows:

02-52-53-530010-13830000-046-500464	<u>FY 2025</u> \$70,000
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EXPLANATION

In its capacity as the statutorily designated representative of residential ratepayers in proceedings before the Public Utilities Commission (PUC), the OCA originally entered into this contract to provide certain expert testimony in two pending distribution service rate case proceedings (Granite State Electric Company d/b/a Liberty and Liberty Utilities (Energy North Natural Gas) Company d/b/a Liberty). Specifically, the contractor is an expert in utility cost of capital, a highly technical subject that is a critical component of every utility rate case. Utility rate cases take place intermittently and their timing is generally a matter of when a particular utility decides to seek a rate increase at the PUC. Recently the OCA learned that the state's largest utility, Public Service Company of New Hampshire d/b/a

June 20, 2024

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Eversource Energy, intends to file a distribution service rate case in the near future, its first such proceeding in five years.

This request is **SOLE SOURCE** because once filed, the Eversource rate case will commence immediately, and it will be to the advantage of the residential ratepayers whose interests we represent if we can continue to work with the cost-of-capital expert with whom we are presently contracting. Accordingly, we are requesting permission to expand the scope of our existing contractual relationship with Mr. Rothschild to include a third rate case.

In the event that special utility assessment funds are no longer available, general funds will not be requested to support this contract.

Thank you for your consideration. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald M. Kreis". The signature is fluid and cursive, with a large initial "D" and "M".

Donald M. Kreis
Consumer Advocate

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now comes the New Hampshire Office of the Consumer Advocate and Aaron Rothschild, sole proprietor, and pursuant to an agreement between the parties which was approved by Governor and Council on August 2, 2023 (Item # 36), and which was subsequently approved by the Fiscal Committee of the General Court on August 11, 2023 (Item # FIS 23-237), hereby agree to modify said contract as follows:

1. Item 1.8 of said contract is hereby modified such that the price limitation is changed from \$140,000 to \$210,000.
2. The first paragraph of Exhibit A to said contract, entitled "Special Provisions," is hereby modified to read as follows:

This Agreement covers services to be provided in three rate cases pending or to be filed at the New Hampshire Public Utilities Commission. The Price Limitation of \$210,000 as stated in Item No. 1.8 shall be equally divided among the three rate cases such that the Contractor shall bill the Consumer Advocate a maximum of \$70,000 for each rate case, inclusive of hourly services of professional staff as set forth in Exhibit C, travel costs, and expenses. In the event the \$70,000 limitation is reached in any individual rate case, the Contractor shall continue to perform the tasks specified in Exhibit B (with the exception of the "other assistance as needed" as set forth in Exhibit B) for the remaining term of the contract term free of charge and free of any other costs and expenses.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as indicated below:

Aaron Rothshchild

DATE: May 7, 2024

Aaron Rothschild

By: Aaron Rothschild
Sole Proprietor

THE STATE OF NEW HAMPSHIRE
Office of the Consumer Advocate

DATE: May 16, 2024



By: Donald M. Kreis
Consumer Advocate

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

Christen Lavers
Print Name and Title: Christen Lavers AAG

Date: 5/28/24

Approval by the Governor and Executive Council

G&C Meeting Date: _____

G&C Item #: _____



ROTHFIN-01

CLASSOC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2024

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

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

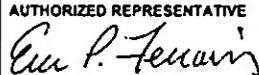
PRODUCER Tooyer Ferraris Insurance Group 43 Danbury Road 2nd Floor Wilton, CT 06897	CONTACT NAME: PHONE (A/C, No., Ext): (203) 834-5900 FAX (A/C, No.): (203) 834-5910 E-MAIL ADDRESS: info@tooyer.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Hartford Underwriters Ins. Co. 30104	
INSURED Aaron Rothschild 15 Lake Rd Ridgefield, CT 06877	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			31SBAA6NVD	6/23/2024	6/23/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
								AGGREGATE
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER Office of the Consumer Advocate 21 S Fruit St 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 

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STATE OF NEW HAMPSHIRE



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

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CONSUMER ADVOCATE
Donald M. Kreis

OFFICE OF THE CONSUMER ADVOCATE
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Concord, New Hampshire 03301-2429

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www.oca.nh.gov

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July 13, 2023

The Honorable Ken Weyler, Chairman
Fiscal Committee of the General Court
The State House
Concord, New Hampshire 03301

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

REQUESTED ACTION

Pursuant to RSA 363:28, III, authorize the Office of the Consumer Advocate (OCA) to enter into a contract with Aaron Rothschild of 15 Lake Road, Ridgefield, Connecticut 06877 (Vendor #162836) to provide certain expert services in connection with rate cases at the Public Utilities Commission, in an amount not to exceed \$140,000 effective upon the date of Fiscal Committee and Governor and Council approvals through June 30, 2025. 100% Other Funds.

Funds will be available pursuant to RSA 363:28, III in account OCA Special Assessments as follows:

	<u>FY 2024</u>	<u>Total</u>
02-52-53-530010-13830000-046-500464	\$140,000	\$140,000

EXPLANATION

The Office of the Consumer Advocate expects as many as five rate cases, involving electric and gas utilities, to be pending at the Public Utilities Commission between now and the end of Fiscal Year 2025. The first of these, involving Granite State Electric Company, d/b/a Liberty, has already been filed. To discharge its responsibility to represent the interests of residential utility customers in connection with these proposed rate increases, the OCA presents expert testimony on various subjects at issue in these cases. Among those issues is the subject utility's cost of capital, which determines (for rate-setting purposes) the return reasonably allowed to shareholders on their investment in the utility's infrastructure.

In ordinary circumstances, we would rely on our Director of Finance and Economics to provide this testimony. However, both this position and our other staff analyst position, Director of Rates and Market Policy, have been vacant since September 2022 and we anticipate ongoing difficulties in filling these posts. Accordingly, in April of 2023 we issued RFP No. 2023-03, seeking proposals from qualified consultants to provide expert testimony

(and related services) on various matters related to utility revenue requirements, including but not limited to cost of capital.

Another firm (Larkin & Associates) was the highest scoring bidder and we are in the process of finalizing a contract with that firm for expert services related to numerous issues germane to the development of utility revenue requirements. However, the winning bid from Larkin & Associates explicitly excluded services related to cost of capital. Therefore, exercising an option explicitly reserved in the RFP, we reviewed the bids and scoring of two proposers whose proposals were limited to cost-of-capital issues. We to contract with Mr. Rothschild as the highest scoring bidder in that subcategory, in light of his experience providing similar services to our counterparts in other states and the competitive price he proposed.

Thank you for your consideration. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald M. Kreis', written over a light gray grid background.

Donald M. Kreis
Consumer Advocate

Bid Summary for OCA RFP No. 2023-03 (Expert Services Related to Rate Cases)

Six proposals were reviewed and scoring completed by the Office of the Consumer Advocate evaluation team consisting of Consumer Advocate Donald M. Kreis, Staff Attorney Michael J. Crouse, and Ronie E. Patterson, a former OCA employee who now serves as director of administration at the Department of Energy. The highest scoring proposal, submitted by Larkin & Associates, PLLC, was selected for a contract award. However, the Larkin & Associates bid did not include services related to utility cost of capital and, accordingly, the Office of the Consumer Advocate also selected Rothschild Financial Consulting (which, along with Guernsey, submitted a bid limited to cost-of-capital services) for a contract based on Rothschild being the high scorer among these two bidders.

Criterion	Max Points	Emrydia	Excter	Guernsey	Larkin	PMG	RFC
a. Ability to perform and complete the work requested.	30	24.7	22	15	23.7	15	17.3
b. Knowledge and practical skills and experience that the organization or individual possesses, including that of the staff and any subcontractors assigned to work under the Contract.	25	22.3	21	19.3	23.3	10	20
c. Experience and qualifications in providing similar services in New Hampshire, New England, and other states as well as to other state utility consumer advocates or regulatory agencies.	20	15	19.3	14	19.3	10	18.7
d. Availability and accessibility of staff assigned to the project, including physical proximity to New Hampshire and travel costs.	5	3	3	3	3	2	4.7
e. Cost of consulting service and expenses, including the competitiveness of the proposed hourly rates and any proposed discounts or other cost-effective benefits. (The OCA reserves the right to negotiate lower fees or a different fee structure than proposed with any selected firm(s) or individual(s).)	20	13	19.2	13.7	20	x ¹	11.7
TOTAL	100	78	84.5	65	89.3	37	72.4

¹ Pursuant to Section 6(D) of the RFP, this bidder did not receive an initial score of at least 50 points and, accordingly, the bidder's price proposal was not considered or scored.

Hourly Rates and Price Limitations

Emrydia -- \$250; no price limitation

Exeter -- Principal, \$225; Consultant, \$195; Lead Economist, \$145; no price limitation

Guernsey -- \$244; \$42,480 per rate case

Larkin -- Project Manager/expert witness, \$175; Regulatory Consultant, \$150; \$80,000 per rate case

Rothschild -- \$280; \$70,000 per rate case

Vendor Name:

Emrydia Consulting Corporation (Emrydia)

Exeter Associates, Inc. (Exeter)

Guernsey

Larkin & Associates, PLLC (Larkin)

PMG Consulting, LLC (PMG)

Rothschild Financial Consulting (RFC)

Address:

401 Ryland Street, Suite 200-A, Reno, NV 89502

10480 Little Patuxent Pkwy, Suite 300, Columbia, MD 21044

5555 North Grand Boulevard, Oklahoma City, OK 73112-5507

15728 Farmington Road, Livonia, MI 48154

550 Congressional Blvd., Suite 115, Carmel, IN 46032

15 Lake Road, Ridgefield, CT 06877

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 D which is incorporated herein by reference ("Services").

3. **EFFECTIVE DATE/COMPLETION OF SERVICES:**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.12 ("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 on Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the contingence of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT D, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. **CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the price limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement, those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7:2 or any other provision of law.

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

6. **COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes; and with any rules, regulations and guidelines of the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression; and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. **PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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 hereinafter ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, memoranda, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA Chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a "Change of Control" shall constitute assignment. "Change of Control" means (a) merger, consolidation or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements, and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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 19, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer or any successor, the Contractor shall provide certificate(s) of insurance for all renewals of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION:

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 19, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewals thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

20. CONFLICTING TERMS. In the event of a conflict between the copy of this P-27 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-27 (as modified in EXHIBIT A) shall control.

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

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any State or Federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter herein.

Special Provisions

This Agreement covers services to be provided in two rate cases pending or to be filed at the New Hampshire Public Utilities Commission. The Price Limitation of \$140,000 as stated in Item No. 1.8 shall be equally divided between the two rate cases such that the Contractor shall bill the Consumer Advocate a maximum of \$70,000 for each rate case, inclusive of hourly services of professional staff as set forth in Exhibit C, travel costs, and expenses. In the event the \$70,000 limitation is reached in any individual rate case, the Contractor shall continue to perform the tasks specified in Exhibit B (with the exception of the "other assistance as needed" as set forth in Exhibit B) for the remaining term of the contract term free of charge and free of any other costs and expenses.

Contractor may assign work to be performed pursuant to this Agreement to subcontractor Edgar Bandera, provided that Contractor is personally identified as the author of the written direct testimony, and personally testifies before the Public Utilities Commission, as set forth in Exhibit B.

Initials AR
Date 1/28/23

Scope of Services

Contractor shall deliver services at the direction of and in a manner prescribed by the Office of the Consumer Advocate (OCA), consistent with the procedural schedule adopted by the New Hampshire Public Utilities Commission in connection with two rate cases either pending or to be filed with the Commission involving electric or natural gas utilities:

- Analysis of the utility's cost of capital (including the cost of equity, the cost of debt, and the utility's capital structure) according to the applicable legal standards;
- Assistance with the development of discovery requests concerning cost of capital, to be tendered to the utility;
- Development of written direct testimony on cost of capital;
- Development of responses to discovery requests on such pre-filed testimony;
- Review and analysis of cost-of-capital testimony filed by other parties;
- Assistance with settlement discussions;
- Assistance with hearing preparation including drafting questions for cross-examination;
- Remote attendance at technical sessions and settlement conferences;
- In-person attendance at hearings;
- Assistance with the preparation of pleadings, including motions to compel responses to discovery requests and post-hearing briefs; and
- Other assistance as needed.

Initials AR
Date 6/28/23

Office of the Consumer Advocate

Payment Terms

The hourly rate services provided pursuant to this Agreement by Contractor and any subcontractors shall be \$280.

Travel expenses for attendance at meetings and hearings in Concord will be reimbursed at cost and subject to the discretion and prior approval of the OCA.

Initials AR
Date 6/28/23



ROTHFIN-01

TYELAZQUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2023

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

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

PRODUCER Tooher Ferraris Insurance Group 43 Danbury Road 2nd Floor Wilton, CT 06897	CONTACT PHONE (AC. No.) (203) 834-5900 FAX (AC. No.) (203) 834-5910 E-MAIL: info@toofer.com
	INSURER(S) AFFORDING COVERAGE
INSURED Rothchild Financial Consulting, LLC 15 Lake Rd Ridgefield, CT 06877	INSURER A: Hartford Underwriters Ins. Co. 30104
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

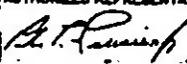
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

REF. LTR.	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-EVENT <input type="checkbox"/> LOC OTHER:		318BAAY6NVD	6/23/2023	6/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP. (Any one person) \$ 10,000 PERSONAL & ADY. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG. \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEES \$ EL DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	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 
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ACORD 25 (2016/03)

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