

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.



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

33

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

Tel. (603) 271-3670

FAX No. 271-1526

Website:
www.energy.nh.gov

July 10, 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 amend an existing **SOLE SOURCE** contract by executing an available two-year extension with Christensen Associates Energy Consulting, LLC (Christensen Associates), of Madison, WI, Vendor # 463916, by increasing the price limitation by \$257,799 from \$121,500 to \$379,299, and extending the expiration date from September 30, 2024 to September 30, 2026, to provide utility technical consulting services from a qualified cost of service and rate design consultant, effective upon Governor and Council approval. The original contract was approved by Governor and Council on August 23, 2023, item #68. **100% Other (Special Utility Assessment).**

Funding will be available, pursuant to RSA 365:37, in account General Consultants, as follows, with the authority to adjust encumbrances between fiscal years through the budget office if needed and justified:

02-52-52-520010-13820000-046-500464:	<u>FY 25</u>	<u>FY26</u>	<u>Total</u>
	\$126,360	\$131,439	\$257,799

EXPLANATION

The Department respectfully requests authority to amend an existing **SOLE SOURCE** contract by increasing the price limitation by \$257,799 from \$121,500 to \$379,299, and extending the expiration date from September 30, 2024 to September 30, 2026 with Christensen Associates, a consulting firm specializing in cost of service and rate design matters.

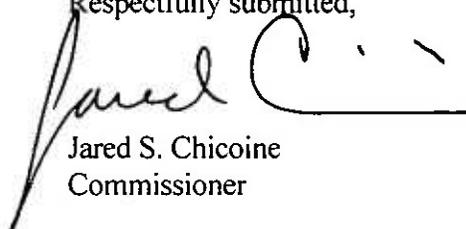
The Department, pursuant to RSA 12-P:2, reviews utility filings before the New Hampshire Public Utilities Commission (Commission) and is tasked with presenting the Department's position and completing the record for consideration by the Commission. The extension is **SOLE SOURCE** because the Department would like to continue to deploy the expertise of Christensen Associates to reviewing utility filings and assist in presenting a complete and balance record for the Commission related to cost of service and rate design. The Department has continued need of Christensen Associates services until September 30, 2026, so an extension is necessary.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
July 10, 2024
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The contract amount will not affect the General Fund. Funds will be assessed pursuant to RSA 365:37, which permits the Department to obtain experts and assess the costs to the regulated electric utilities who are parties to the proceeding.

Your consideration of this request is appreciated.

Respectfully submitted,

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

Jared S. Chicoine
Commissioner

CONTRACT AMENDMENT

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 Christensen Associates Energy Consulting, LLC, (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 August 23, 2023, Item #68 (hereinafter referred to as the Contract);

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

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

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

1. Section 1.7, Completion Date, P-37 of the existing Contract is hereby deleted in its entirety and replaced with the following: September 30, 2026.
2. Section 1.8, Price Limitation, P-37 of the existing Contract is hereby deleted in its entirety and replaced with the following: \$379,299.
3. Exhibit C is deleted in its entirety and replaced with the attached Exhibit C.
4. This Amendment hereunder shall become effective upon approval by the New Hampshire Governor and Executive Council.
5. 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 on the dates-written below.

Christensen Associates Energy Consulting, LLC

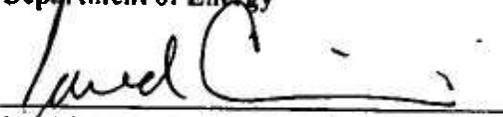
By: Tammy Droessler
Print Name and Title Tammy Droessler, CEO

Date: June 5, 2024

Christensen Associates Energy Consulting, LLC

Contractor's Initials TD
Date 6/5/24
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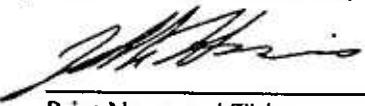
STATE OF NEW HAMPSHIRE
Department of Energy



Jared S. Chicoine, Commissioner

Date: 6/10/24

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



Print Name and Title

6/20/2024
Date: _____

Approval by the Governor and Executive Council

G&C Meeting Date: _____

G&C Item #: _____

EXHIBIT C

CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This contract agreement becomes effective on date of execution by the New Hampshire Governor and Executive Council and concludes on September 30, 2026.
2. **Estimated Budget:** Christensen Associates Energy Consulting, LLC (Contractor) will charge for professional consulting services for time involved and expenses incurred for an amount not to exceed \$379,299. Services will be provided as outlined in Exhibit B at the following hourly rates:

Labor Category	Labor Rate (fully loaded) (\$/hour)
Project Manager/Vice President	\$412.00
Senior Consultant	\$435.00
Senior Economist	\$335.00
Consultant/Economist	\$237.00
Staff Economist	\$180.00

All reasonable related out-of-pocket costs and expenses, including travel, approved by the Department, will be invoiced at cost without mark-up and are subject to the Price Limitation below.

3. **Price Limitation:** The contract shall not exceed \$379,299.
4. **Method of Payment:** Payment to be made on satisfactory completion of the assigned work on the basis of monthly invoices reviewed and approved by the Department. All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of out-of-pocket expenses incurred and copies of receipts. Invoices shall provide adequate back up including the dates and hours worked per individual during the month and the detailed description of the service provided during those hours. Invoices shall be submitted by email to Elizabeth Nixon at elizabeth.r.nixon@energy.nh.gov or mailed to her attention at: Business Office, New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

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

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 CHRISTENSEN ASSOCIATES ENERGY CONSULTING, LLC is a Wisconsin Limited Liability Company registered to transact business in New Hampshire on July 19, 2023. 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: 937360

Certificate Number: 0006698209



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

LLC Certification of Authority

I, Tammy Droessler, hereby certify that I am the sole Member and Chief Executive Officer of Christensen Associates Energy Consulting, LLC, a member-managed limited liability company formed under the laws of the State of Wisconsin.

I certify that I am authorized to sign legally binding documents on behalf of and to bind the LLC pursuant to a Members Agreement effective as of January 1, 2023. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the positions indicated above, that I have full authority to bind the LLC, that the authorization described above remains valid as of the date hereof without amendment or revocation, and that the State of New Hampshire may rely upon this certification for any document signed by me within thirty (30) days before or after the date below.

Dated: June 3, 2024

Attest: Tammy Droessler

Tammy Droessler
Sole Member
Chief Executive Officer
Christensen Associates Energy Consulting, LLC

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

August 23, 2023

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

Pursuant to RSA 365:37, authorize the New Hampshire Department of Energy (Department) to enter into a **SOLE SOURCE** contract with Christensen Associates Energy Consulting, LLC (Christensen Associates), of Madison, WI, Vendor # 463916, for \$121,500, to provide utility technical consulting services from a qualified cost of service rate design consultant. The contract is to be effective upon the date of Governor and Council approval through September 30, 2024 with the option to renew for an additional two years with Governor and Council approval. **100% Other (Special Utility Assessment).**

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

02-52-52-520010-13820000-046-500464:	<u>FY 24</u>	<u>Total</u>
	\$121,500	\$121,500

EXPLANATION

The Department respectfully requests authority to enter into a **SOLE SOURCE** contract in an amount not to exceed \$121,500 with Christensen Associates, a consulting firm specializing in cost of service and rate design matters. After two RFPs with no responses, the Department contacted the consultant and negotiated a contract due to their expertise.

The Department issued a Request for Proposals (RFP) on April 20, 2023. The notice of the RFP was published in the Union Leader for three days and was posted on the Department's website and on the procurement page on the Department of Administrative Services. The Department did not receive any responses to its RFP. The Department reissued the Request for Proposal on June 16, 2023. The notice of the RFP was published in the Union Leader for three days and was posted on the Department's website and on the procurement page on the Department of Administrative Services. The Department did not receive any responses to its RFP.

The RFP was issued seeking a consultant able to provide cost of service and rate design consulting services in Docket No. DE 23-039 Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty

His Excellency, Governor Christopher T. Sununu
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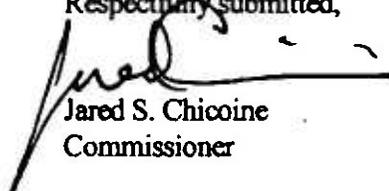
Utilities (Liberty Utilities or the Company). Liberty Utilities filed its petition requesting an increase in its annual distribution revenues of approximately \$15 million on May 5, 2023. The docket has an approved procedural schedule with hearings scheduled.

The notice of intent to file rate schedules, and the petition and subsequent docket filings, other than any information for which confidential treatment is requested of or granted by the PUC, are at available at: <https://www.puc.nh.gov/Regulatory/Docketbk/2023/23-039.html> .

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

Your consideration of this request is appreciated.

Respectfully submitted,



Jared S. Chicoine
Commissioner

FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit St., Ste. 10, Concord, NH 03301	
1.3 Contractor Name Christensen Associates Energy Consulting, LLC		1.4 Contractor Address 800 University Bay Dr, #400, Madison, WI 53705-2299	
1.5 Contractor Phone Number 608-231-2266	1.6 Account Unit and Class 13820000-500464	1.7 Completion Date 9/30/24	1.8 Price Limitation \$121,500
1.9 Contracting Officer for State Agency Elizabeth R. Nixon		1.10 State Agency Telephone Number 603-271-6018	
1.11 Contractor Signature <i>Tammy Droessler</i> Date: 7/26/2023		1.12 Name and Title of Contractor Signatory Tammy Droessler, Chief Executive Officer	
1.13 State Agency Signature <i>Jared S. Chicoine</i> Date: 7/26/2023		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Lorrie A. Rudis</i> Director, On: 8/4/2023			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Christopher G. Aslin</i> Senior Assistant Attorney General On: 8/10/2023			
1.17 Approval by the Governor and Executive Council (if applicable) 68 G&C Item # <i>475</i> <i>Aslin</i> SECRETARY OF STATE AUG 23 2023			

Contractor Initials *TD*
Date *7/26/23*

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

1. The contract term may be extended by up to two additional years to conduct the same or similar work and the not-to-exceed amount may be increased, all at the sole option of the State, contingent upon satisfactory contractor performance, projected requirements for similar consulting services, and Governor and Executive Council approval.

Grantee Initials TD
Date 7/26/23
Page 1 of 1

EXHIBIT B
SCOPE OF SERVICES

The consultant will be hired and supervised by the Department to perform the consulting work, and will work at the direction of, and in consultation with the Department. The consultant(s) chosen will be expected to work on a broad range of cost of service and rate design issues. Among other things, the engagement will include consulting services related to the following areas:

1. Embedded and marginal cost of service studies;
2. Revenue decoupling;
3. Residential, commercial, and industrial sector time of use rates; and
4. Ratemaking specific to electric vehicles or other specialty ratemaking, such as for distributed energy resources.

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

- Reviewing and critiquing all pertinent cost of service studies and rate design proposals and, as relevant, developing proposals on behalf of the Department,
- Preparation of interrogatories and participation in other discovery activities,
- Participation in technical sessions and settlement discussions,
- Preparation and submission of direct, and, if needed, rebuttal testimony,
- Preparation of responses to interrogatories, and
- Attendance at hearings for live testimony and cross-examination.

The consultant shall conduct an initial project scoping meeting with the Department. The purpose of the meeting is to review and refine the scope, task and project approach requirements; review the allocation of resources among deliverables; establish a project plan, with key deliverables and milestone dates; and establish project management and communication protocols to ensure that the information needs of both the Department and the consultant are satisfied.

In the process of preparing each deliverable, the consultants will work closely with Department personnel in order to facilitate effective knowledge transfer of each issue. 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 meeting to discuss the scope of the project.

Contractor Initials

Date

TD
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EXHIBIT C

CONTRACT AMOUNT, TERMS AND METHODS OF PAYMENT

1. This contract agreement becomes effective on date of execution by the Department and concludes on September 30, 2024.
2. **Estimated Budget:** Christensen Associates Energy Consulting, LLC (Contractor) will charge for professional consulting services for time involved and expenses incurred for an amount not to exceed \$121,500.00. Services will be provided in Exhibit B, and at the following hourly rates:

Labor Category	Name	Labor Rate (fully loaded) (\$/hour)
Project Manager	Mike Clark	\$385.00
VP	Dan Hansen	\$385.00
VP	Bruce Chapman	\$385.00
Staff Economist		\$168.00

All reasonable related out-of-pocket costs and expenses, including travel, approved by the Department, will be invoiced at cost without mark-up and are subject to the Price Limitation below.

3. **Price Limitation:** The contract shall not exceed \$121,500.
4. **Method of Payment:** Payment to be made on satisfactory completion of the assigned work on the basis of monthly invoices reviewed and approved by the Department. All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of out-of-pocket expenses incurred and copies of receipts. Invoices shall provide adequate back up including the dates and hours worked per individual during the month and the detailed description of the service provided during those hours. Invoices shall be submitted by email to Elizabeth Nixon at Elizabeth.R.Nixon@energy.nh.gov or mailed to her attention to: New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

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

Contractor Initials

Date

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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 CHRISTENSEN ASSOCIATES ENERGY CONSULTING, LLC is a Wisconsin Limited Liability Company registered to transact business in New Hampshire on July 19, 2023. 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: 937360

Certificate Number : 0006284183



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of July A.D. 2023.

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

David M. Scanlan
Secretary of State

LLC Certification of Authority

I, Tammy Droessler, hereby certify that I am the sole Member of Christensen Associates Energy Consulting, LLC, a member-managed limited liability company formed under the laws of the State of Wisconsin.

I certify that I am authorized to sign legally binding documents on behalf of and to bind the LLC pursuant to a Members Agreement effective as of January 1, 2023. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated above, that I have full authority to bind the LLC, that the authorization described above remains valid as of the date hereof without amendment or revocation, and that the State of New Hampshire may rely upon this certification for any document signed by me within thirty (30) days before or after the date below.

Dated: Aug. 9, 2023

Attest: Tammy Droessler
Tammy Droessler
Sole Member
Christensen Associates Energy Consulting, LLC

