

STATE OF NEW HAMPSHIRE



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

Tel. (603) 271-1172

CONSUMER ADVOCATE
Donald M. Kreis

ASSISTANT CONSUMER
ADVOCATE
Matthew J. Fossum

OFFICE OF THE CONSUMER ADVOCATE
21 S. Fruit St., Suite 18
Concord, N.H. 03301-2429

34
DEC 17 2025

Website:
www.oca.nh.gov

September 18, 2025

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

Her Excellency, Governor Kelly A. Ayotte
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 for professional services with Larkin & Associates, PLLC of 15728 Farmington Road, Livonia, MI 48154 (Vendor #300108), to provide certain expert services to support the participation of the OCA in various proceedings before the Public Utilities Commission (“PUC”), as time and budget allow, for an amount not to exceed \$255,000. The contract will be effective upon Fiscal Committee and Governor and Council approval and will continue through June 30, 2027. **100% Public Utility Assessment**

Funding is available in account 02-52-53-530010-13830000-046-500464, OCA Special Assessments, pursuant to RSA 363:28, III:

| | |
|----------------|--------------|
| <u>FY 2026</u> | <u>Total</u> |
| \$255,000 | \$255,000 |

EXPLANATION

Pursuant to RSA 363:28 the Office of the Consumer Advocate represents the interests of New Hampshire’s residential utility customers before the PUC and all other relevant forums. We expect two major rate cases (Liberty Utilities (Energy North Natural Gas) Corp. and Liberty Utilities (Granite State Electric) Corp.) to be filed at the Public Utilities Commission in 2026. We discern a significant possibility that at least one additional rate case could be filed at the PUC through the end of Fiscal Year 2027.

Although the OCA employs two staff analysts (a director of economics and finance and a director of rates and markets policy), neither has the expertise to perform certain types of analysis that are key to advancing ratepayer interests in rate proceedings. Accordingly, on April 9, 2025, the OCA issued a Request for Proposals (“RFP”) to consulting firms with expertise in matters related to (1) utility cost of capital, and (2) utility revenue requirements generally. The RFP was publicly posted on the OCA web site and was circulated via e-mail to the comprehensive list we maintain of consultants around the country who perform such work.

We received nine proposals, each of which met the requirements of the RFP. Six of the proposals were limited to expert services related to cost of capital. In the wake of a recent decision by the PUC in the Public Service Company of New Hampshire d/b/a Eversource Energy rate case, which we deemed unfavorable to residential ratepayers on cost-of-capital matters, we invoked the right we reserved in the RFP to eliminate from consideration those bids that offered only services related to cost of capital. (The OCA will, instead, pursue matters related to utility cost of capital legislatively.)

Thereafter, we considered and ranked those bidders offering services related to the analysis of utilities’ proposed revenue requirements. The OCA chose Larkin & Associates, PLLC as the winning bidder, based in significant part on the favorable hourly rates of the two analysts who will perform the bulk of the work and the efficiency as well as the high quality of the work performed by this vendor in previous engagements. At present we expect this vendor to work on only two rate cases during the contract period, at a maximum cost of \$170,000, but we added a potential third rate case to the contract as a precautionary measure.

The Office of the Consumer Advocate has determined that the vendor is in good standing with the Secretary of State’s Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at our offices, for review upon request.

Thank you for your consideration. Please do not hesitate to contact me if you have any questions.

Sincerely,



Donald M. Kreis
Consumer Advocate

Attachments

Bid Summary for OCA RFP No. 2025-02 (Rate Case Consultants)

Nine proposals were reviewed and scoring completed by the Office of the Consumer Advocate (OCA) evaluation team consisting of Consumer Advocate Donald M. Kreis, Assistant Consumer Advocate and Director of Regional and Federal Affairs Matthew J. Fossum, Director of Economics and Finance Marc H. Vatter and Director of Rates and Markets Policy Charles J. Underhill. The OCA decided against hiring experts to provide services related to utility cost of capital and, accordingly, scored only those proposals that offered other services (i.e., those related to financial analysis of utility revenue requirements.) The highest such scoring proposal, submitted by Larkin & Associates, PLLC, was selected for contract award. The bid responses were scored using the selection criteria identified in the RFP, weighted as follows: ability to perform the work (maximum of 30 points), knowledge and practical skills (maximum of 25 points), experience and qualifications (maximum of 20 points), availability and accessibility of assigned staff (maximum 5 points), and cost (maximum of 20 points).

| Criterion | Max Points | Applied Economics | Emrydia Consulting | Exeter Assoc. | Guernsey | Larkin & Assoc. | Mark Ellis | PMG | Rothschild Financial | Synapse |
|---|------------|-------------------|--------------------|---------------|----------|-----------------|------------|-----|----------------------|---------|
| a. Ability to perform and complete the work requested. | 30 | | 28.25 | 26.50 | | 27.50 | | | | |
| 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 | | 24.75 | 23 | | 23.50 | | | | |
| c. Experience and qualifications in providing similar services in New Hampshire, New England, and other states as well as to other | 20 | | 14.25 | 17 | | 18.50 | | | | |

| | | | | | | | | | | |
|---|------------|--|--------------|--------------|--|-----------|--|--|--|--|
| state utility consumer advocates or regulatory agencies. | | | | | | | | | | |
| d. Availability and accessibility of staff assigned to project, including physical proximity to New Hampshire and travel costs. | 5 | | 3 | 3.75 | | 3.25 | | | | |
| 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 | | 17.25 | 14.25 | | 15.25 | | | | |
| | | | | | | | | | | |
| TOTAL | 100 | | 87.75 | 84.50 | | 88 | | | | |

Hourly Rates

Emrydia Consulting -- \$250 (Dustin Madsen), \$250 (David Garrett)

Exeter Associates -- \$275 (Senior Manager 1), \$250 (Senior Manager 2), \$225 (Senior Manager 3), \$205 Senior Manager 4, \$195 (Manager 1), \$175 (Manager 2), \$155 (Sr. Analyst/Econ. 1), \$135 (Sr. Analyst/Econ. 2), \$125 (Analyst/Economist 1), \$115 (Analyst/Economist 2), \$100 (Research Assistant), \$210 (Independent Consultant)

Larkin & Assoc. -- \$250 (Senior Partner), \$185 (Project Manager), \$225 (Sr. Regulatory Consultant), \$160 (Regulatory Consultants), \$25 (Support Staff)

Vendor Name

Applied Economics Clinic
Emrydia Consulting Corporation
Exeter Associates
Guernsey
Larkin & Associates
Mark Ellis
PMG Consulting, LLC
Rothschild Financial Consulting
Synapse Energy Economics, Inc. (Synapse)

Address

6 Liberty Square, PMB 98162, Boston, MA 02109
401 Ryland Street, Suite 200-A, Reno, NV 89502
10480 Little Patuxent Parkway, Suite 300, Columbia, MD 21044
5555 North Grand Boulevard, Oklahoma City, OK 73112-5507
15728 Farmington Road, Livonia, MI 48154
La Jolla, CA
550 Congressional Blvd., Suite 115, Carmel, IN 46032
15 Lake Road, Ridgefield, CT 06877
485 Massachusetts Avenue, Suite 3, Cambridge, MA 02139

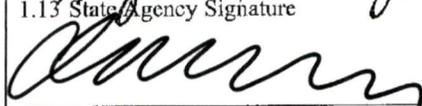
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|---|---|-----------------------------------|
| 1.1 State Agency Name Office of the Consumer Advocate | | 1.2 State Agency Address 21 South Fruit Street, Suite 18 Concord, New Hampshire 03301 | |
| 1.3 Contractor Name Larkin & Associates, PLLC | | 1.4 Contractor Address 15728 Farmington Road Livonia, MI 48154 | |
| 1.5 Contractor Phone Number 734-522-3420 | 1.6 Account Unit and Class 02-52-53-530010- 13830000-046-500464 | 1.7 Completion Date 6/30/2027 | 1.8 Price Limitation \$255,000 |
| 1.9 Contracting Officer for State Agency Donald M. Kreis, Consumer Advocate | | 1.10 State Agency Telephone Number 603.271.1172 | |
| 1.11 Contractor Signature  Date: 9/17/25 | | 1.12 Name and Title of Contractor Signatory Hugh Larkin, Jr. Senior Partner | |
| 1.13 State Agency Signature  Date: 9/18/25 | | 1.14 Name and Title of State Agency Signatory Donald M. Kreis Consumer Advocate | |
| 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: <i>J.D. Lavallee</i> On: 10/24/2025 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials *HL*
 Date 9/17/25

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.

Contractor Initials *HL*

Date *9/17/25*

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.

Contractor Initials
Date 9/27/26

Office of the Consumer Advocate

Exhibit A

Special Provisions

This Agreement covers services to be provided in up to three rate cases pending or to be pending at the New Hampshire Public Utilities Commission. The Price Limitation of \$255,000 as stated in Item No. 1.8 shall be equally apportioned among the cases such that the Contractor shall bill the Consumer Advocate a maximum of \$85,000 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 \$85,000 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.

The Consumer Advocate shall have the right to cancel this contract in the event that Project Manager John Defever or Regulatory Consultant Tina Miller are no longer affiliated with the Contractor.

Office of the Consumer Advocate

Exhibit B

Scope of Services

Larkin and Associates, PLLC 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 up to three rate cases either pending or to be filed with the Commission involving electric or natural gas utilities:

- Analysis of the expenses included in the utility's revenue requirements according to the applicable legal standards;
- Analysis of the capital costs, including working capital costs, proposed by the utility for inclusion in recoverable rate base according to the applicable legal standards;
- Analysis of affiliate transactions, their allocation, and their costs;
- Analysis of the schedules, financial statements and supporting documents submitted by the utility in connection with the rate case;
- Analysis of any managerial or financial audits conducted by the utility, the New Hampshire -- Department of Energy, or the New Hampshire Public Utilities Commission;
- Development of alternative revenue requirement (including schedules in live Excel format);
- Assistance with the development of discovery requests concerning these issues to be tendered to the utility;
- Development of written direct testimony on revenue requirements;
- Development of responses to discovery requests on such pre-filed testimony;
- Review and analysis of 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.

Office of the Consumer Advocate

Exhibit C

Payment Terms

The Contractor shall send monthly invoices to the OCA (via e-mail to lesley.j.laperle@oca.nh.gov) that lists the time expended by each of the Contractor's team members on the specific tasks authorized by the OCA.

The hourly rates for the professional staff of Larkin and Associates, PLLC are as follows: Senior Partner, \$250; Senior Regulatory Consultant, \$225; Project Manager, \$185; Regulatory Consultant, \$160.

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.

LL
9/17/20

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 LARKIN & ASSOCIATES, PLLC is a Michigan Professional Limited Liability Company registered to transact business in New Hampshire on January 08, 2019. 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: **810185**

Certificate Number : **0007284620**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **5th** day of **September** A.D. **2025**.

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

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Hugh Larkin Jr hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of Larkin Associates PLLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED:

9/17/25

ATTEST:

Hugh Larkin Jr Partner
(Name & Title)

WLD
9/17/25

