

Public Service Company of New Hampshire
d/b/a Eversource Energy
Docket No. DE 19-057
Testimony of Douglas P. Horton
March 18, 2022

STATE OF NEW HAMPSHIRE
BEFORE THE
NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

DOCKET NO. DE 19-057
REQUEST FOR PERMANENT RATES

TESTIMONY OF DOUGLAS P. HORTON

Rate Case Expenses

On behalf of Public Service Company of New Hampshire
d/b/a Eversource Energy

March 18, 2022

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I. INTRODUCTION

Q. Please state your full name, position and business address.

A. My name is Douglas P. Horton. I am the Vice President, Distribution Rates and Regulatory Requirements, for Eversource Energy Service Company (“ESC”). My business address is 247 Station Drive, Westwood, Massachusetts 02090.

Q. What are your principal responsibilities in this position?

A. ESC provides centralized services to the natural gas and electric operating subsidiaries of Eversource Energy, including Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” or the “Company”). In my role as Vice President, Distribution Rates and Regulatory Requirements, I have overall responsibility for rates and rate-related policies and procedures, as well as preparation and presentation of regulatory filings made by the Eversource Energy operating affiliates to the respective regulatory commissions in New Hampshire, Massachusetts and Connecticut. In this phase of the

1 proceeding, I am responsible for presenting and supporting the Company's request for
2 recovery of rate case expenses.

3 **Q. Please describe your educational background and professional experience.**

4 A. I graduated from Bentley College (now Bentley University) in Waltham, Massachusetts in
5 2003 with a Bachelor of Science degree. In 2007, I graduated from the Bentley University
6 McCallum Graduate School of Business with a Master of Business Administration. I was
7 hired by NSTAR as a Senior Financial Planning Analyst in August 2007 and promoted to
8 Project Manager, Smart Grid, in March 2010. In 2012, I was promoted to Manager,
9 Revenue Requirements, Massachusetts and was subsequently promoted to Director,
10 Revenue Requirements, Massachusetts in February 2015. I was promoted to my current
11 role of Vice President, Distribution Rates and Regulatory Requirements in December 2018.

12 **Q. Have you previously provided testimony before the New Hampshire Public Utilities**
13 **Commission in this docket.**

14 A. Yes. I previously provided testimony before the New Hampshire Public Utilities
15 Commission (the "Commission") in this docket in support of the Company's request for a
16 base rate increase and the comprehensive Settlement Agreement on Permanent Distribution
17 Rates dated October 9, 2021 ("Settlement Agreement"), which was approved with
18 modifications by the Commission in its Order No. 26,433 issued on December 15, 2020
19 (the "Order").

20 **Q. What is the purpose of your testimony?**

21 A. The purpose of my testimony is to describe and support the Company's request for
22 recovery of rate case expenses from its base rate proceeding, as authorized by Puc 1904.02

and 1906.01. As discussed in my testimony, the Company has provided substantial documentary evidence for the recovery of its actual, known, and measurable rate case expenses from Docket No. DE 19-057, all of which are related to the rate case, just and reasonable and in the public interest. The Commission's Audit Staff recommended a disallowance of \$901,659 in the areas of outside legal services, plant additions contractor labor support, and cost-of-service studies, and this recommendation was later forwarded to the Commission in its entirety without any additional analysis by the Department of Energy ("Energy" or "DOE") Staff in an unsolicited interagency communication to the Commission. My testimony demonstrates that all of these costs were reasonable and necessary to the Company's rate case, and that the Audit Staff's recommendation adopted by DOE is contrary to the facts of this case and the Commission's rules.

Q. Are you presenting any attachments with your testimony?

A. Yes. I am presenting the following attachments as part of my testimony in this case:

Attachment	Description
Attachment ES-DPH-1	Rate Case Expense Summary and Documentation
Attachment ES-DPH-2	Eversource Response to Data Request OCA 7-039
Attachment ES-DPH-3	DOE Audit Report and DOE Recommendation

Q. How is your testimony organized?

A. Following this introductory section, Section II discusses the procedural history and background related to the Company's request for rate case expenses. Section III describes the Commission's legal standard for recovery of rate case expenses. Section IV describes

1 the Company's actual, known and measurable expenses incurred for the preparation and
2 presentation of its rate case in Docket No. 19-057, including detailed information on the
3 categories of expenses and the documentary support of these expenses provided in this
4 docket in accordance with the Commission's rules. Section V responds to the
5 recommendation of the Audit Staff and Energy that the Commission disallow \$901,659 of
6 the Company's expenses and explains that their recommendation is contrary to the
7 Commission's rules and unsupported by the facts for recovery of the Company's actual,
8 known and measurable costs. Section VI provides concluding remarks to my testimony.

9 **II. BACKGROUND**

10 **Q. Please explain the procedural history of this docket that is relevant to the Company's**
11 **request for recovery of rate case expenses.**

12 A. On March 22, 2019, Eversource filed with the Commission a Notice of Intent to File Rate
13 Schedules pursuant to N.H. Code Admin. Rule Puc 1604.05 pertaining to a request for
14 temporary rates. On April 26, 2019, the Company filed with the Commission proposed
15 tariffs and rate schedules, testimony, attachments and other information supporting that
16 request as well as a Notice of Intent to File Rate Schedules pertaining to its request for
17 permanent rates. On May 28, 2019, the Company submitted its permanent rate filing.
18 Following discovery and a technical session, on June 13, 2019, Eversource filed a
19 settlement agreement on temporary rates and on June 27, 2019, the Commission issued
20 Order No. 26,265 approving that settlement agreement.

21 On June 28, 2019, the Commission approved an initial procedural schedule for adjudication
22 of the Company's permanent rate request, to which nine parties intervened, and which

1 anticipated a Commission order by May 20, 2020. On March 24, 2020, the Staff filed a
2 letter in the docket describing the status of the matter and the agreement of the Company
3 to a three-month extension of the procedural schedule to account for the state of emergency
4 declared by Governor Sununu on March 13, 2020, regarding the COVID-19 pandemic. On
5 April 24, 2020, Governor Sununu issued Exhibit D to Executive Order #29, pursuant to
6 Executive Order 2020-04, extending the Commission's authority to suspend rate schedules
7 by six months, from 12 to 18 months. During this extension, the Commission suspended
8 the Company's permanent rate schedule for an additional 6 months and directed the
9 Company to file supplemental testimony.

10 In the weeks prior to and following the Commission's order extending the suspension
11 period, the Company, then-Commission Staff (now DOE), the Office of the Consumer
12 Advocate ("OCA"), and the intervening parties conducted discovery that included over
13 1,000 data requests. The same parties engaged in settlement discussions, which were
14 subsequently expanded to include additional intervenors. Based upon these discussions,
15 the comprehensive Settlement Agreement was reached between all parties to the docket
16 and hearings on that settlement were held on October 26, 27 and 29, 2020. On December
17 15, 2020, the Commission issued Order No. 26,433 approving the Settlement Agreement.

18 **Q. Did the regulatory process leading to the Settlement Agreement and Order extend**
19 **over a relatively long period of time?**

20 A. Yes. The Company engaged its service providers and commenced work to prepare the case
21 for presentation to the Commission in early 2018. The Company's initial filing was then
22 made on April 26, 2019 and the Order was issued on December 15, 2020, or just under 18

1 months from the time of filing. Overall, the rate case required nearly three years of
2 intensive and dedicated effort by the Company's internal personnel and external service
3 providers.

4 **Q. Did the Settlement Agreement allow for recovery of the Company's rate case**
5 **expenses?**

6 A. Yes. The revenue requirement in the Settlement Agreement contained an amount
7 attributable to the recovery of rate case expenses, but in the Order the Commission directed
8 those expenses removed from the settled revenue requirement pending further review. The
9 Company subsequently filed a motion with the Commission on January 15, 2021
10 ("Motion") requesting its review and approval of the recovery of rate case expenses
11 incurred in this docket, as directed in the Order.

12 **Q. What was the scope of the Motion?**

13 A. The Motion explained that Eversource engaged numerous experts and specialists to support
14 the preparation and presentation of the rate case and relied on the work of those experts
15 through the extended period of this proceeding. It stated that the expenses incurred for
16 these resources qualify as allowed expenses under Puc 1906.01. It stated that Eversource
17 provided an initial estimate of rate case expenses when the case was filed and updated those
18 expenses during the pendency of the case consistent with Puc 1905.01. In compliance with
19 these rules, the Company provided the Commission up-to-date information on the service
20 providers and the level of expenses throughout the case.

21 **Q. Was the Motion supported by documentation as required by the Commission's rules?**

22 A. Yes. The Motion included attached materials required by Puc 1905.03 containing

1 information on the vendors, their invoices, descriptions of their services, the relevant
2 contracts, and other supporting materials. Each of the service providers engaged by
3 Eversource was obtained through a competitive bid process, which resulted in services
4 provided in an efficient and cost-effective manner, as required by Puc 1905.04. A copy of
5 the materials filed with the Motion are included as Attachment ES-DPH-1 to this
6 testimony.

7 **III. RECOVERY OF RATE CASE EXPENSES**

8 **Q. Do the Commission's rules allow for recovery of rate case expenses from a full rate**
9 **case?**

10 A. Yes. The Commission's rules allow recovery of rate case expense provided such expense
11 has first been found by the Commission to be "just and reasonable and in the public interest
12 and otherwise conforms to the requirements of Chapter Puc 1900."¹ The Commission's
13 rules are designed "to ensure equitable reimbursement of rate case expenses, to establish
14 requirements for utilities to properly document and control rate case expenses, and to limit
15 the impact of rate case expenses on ratepayers."² The rules establish the criteria for
16 determining whether the rate case expenses that have been incurred by a utility are just and
17 reasonable and are in the public interest.³ The rules allow recovery as rate case expenses
18 those "non-recurring expenses incurred by a utility in the preparation or presentation of a
19 full rate case proceeding before the commission, necessary for the conduct of the rate

¹ Puc 1904.01.

² Puc 1901.01.

³ Puc 1901.01.

1 case.”⁴ They allow recovery of the cost of “service providers,” which are defined as “any
2 natural person or legal entity who provides expert, consulting, administrative, or legal
3 services to a utility and whose services are not already included in the utility’s revenue
4 requirement.”⁵

5 **Q. Did the Company’s filings conform to the Commission’s rules?**

6 A. Yes. Consistent with the Commission’s rules, the Company provided an initial estimate of
7 rate case expenses when the case was filed and updated cost information every 90 days
8 thereafter during the pendency of the case. The Company’s filings included detailed
9 descriptions of rate case expenses actually incurred as of the date of the filing and projected
10 total rate case expenses and contained: (a) the name of the service provider; (b) the
11 procurement process; (c) the amount of the expense; and (d) a description of the charge or
12 service rendered. The filings included a list of all services to be rendered on behalf of the
13 Company by each vendor, and the total estimated costs of each service.⁶ Lastly,
14 Eversource filed its request for recovery pursuant to Parts Puc 202 and 203, along with all
15 supporting documentation, with the Commission on January 15, 2021, which was no later
16 than 30 days after the Commission’s final order.⁷

4 Puc 1903.05.

5 Puc 1903.06.

6 Puc 1905.01.

7 Puc 1905.02.

1 **Q. What types of costs are allowed rate case expenses?**

2 A. The following types of costs are allowed as rate case expenses:

- 3 • costs related to the preparation of items required as part of a full rate case, pursuant
4 to PART Puc 1604;
- 5 • expert consultant fees;
- 6 • legal and accounting fees;
- 7 • expenses associated with changing billing systems to reflect temporary and
8 permanent rate changes;
- 9 • travel expenses;
- 10 • administrative costs such as postage costs, publication costs, photocopying
11 expenses, and transcription costs; and
- 12 • such other similar expenses that are related to the preparation or presentation of a
13 full rate case, defined by Puc 1903.03, as determined by the Commission after its
14 review.⁸

15 **Q. What is the Commission's criteria for determining allowed rate case expenses?**

16 A. The Commission determines whether: (1) an expense is properly recoverable as an allowed
17 rate case expense as described above; (2) the expense is an actual, known, and measurable
18 expense associated with a full rate case proceeding, defined in Puc 1903.03; and (3)
19 recovery of the expense is just, reasonable, and in the public interest. The Commission
20 considers the following factors in applying these criteria:

- 21 • Whether the issues presented are novel or complex;
- 22 • The cost of the service provided to prepare and present the rate case;

⁸ Puc 1906.01(b).

- Where appropriate, any information concerning the customary fee for similar services, including the fees rendered in the relevant market to companies of similar size in matters of similar importance to the client;
- Whether the work was relevant and reasonably necessary to the rate case proceeding and the extent to which the services contributed to the efficient resolution of matters presented;
- Whether the utility used a competitive bidding process, when required, pursuant to Puc 1905.03 and Puc 1905.04, and in selecting a winning bidder considered information concerning the availability, experience, quality and cost of services provided;
- The experience and ability of the service provider;
- Whether the request for a rate change was just and reasonable; and
- Other factors as may be considered relevant to a particular rate case proceeding.⁹

IV. EVERSOURCE'S RATE CASE EXPENSES

Q. Please describe the Company's actual, known and measurable rate case expenses.

A. Eversource incurred \$2,186,264 in actual, known and measurable rate case expenses for the preparation and presentation of its rate case. This amount includes \$1,747,020 of costs for experts and specialists retained by the Company; \$415,680 for consultants and legal counsel retained by then-Commission Staff; and \$23,565 for consultants retained by OCA.¹⁰ Specifically, the Company retained the following service providers for this rate case:

⁹ Puc 1904.02

¹⁰ The Motion also noted as "unknown" certain additional OCA costs for Larkin & Associates. The PUC Audit Staff report dated March 30, 2021 stated these costs were contemplated to be paid from the OCA Litigation account (at the State accounting level), rather than from the Special Assessment account used by the PUC Business Office for other consultant costs. As a result, the costs were not included in the request for recovery, as was accurately noted in the Company's filing.

Service Provider	Description of Services
Keegan Werlin LLP	Legal Services, Production and Filing Fees
Economists Incorporated	Marginal Cost of Service Study, Allocated Cost of Service Study, and related testimony and data responses
Concentric Energy Advisors, Inc.	Cost of Capital Study, and related testimony and data responses
Gannett Fleming, Inc.	Deprecation Study, and related testimony and data responses
Randstad	Plant Additions Contractor Labor Support
Aon	Actuarial Contractor Costs
Spectrum Marketing Companies, Inc.	Postage and Delivery Services

Attachment ES-DPH-1 contains detailed cost information as required by Puc 1905.03. The Motion confirmed that each of the service providers engaged by Eversource was obtained through a competitive bid process, which resulted in services provided in an efficient and cost-effective manner, as required by Puc 1905.04. Further, the Company's process considered information concerning the availability, experience, customary fees for similar services, quality, and cost of the service provider.

Q. Do these costs meet the criteria for recovery under the Commission's rules?

A. Yes. As explained in more detail below, these categories of expenses are the types of costs properly recoverable as an allowed rate case expense; the expenses are actual, known, and measurable expense in furtherance of the Docket No. DE 19-057 rate case proceeding; and recovery is just, reasonable, and in the public interest. The rate case was the first for Eversource in 10 years and included a number of novel and complex issues. Over this time period, the Company had experienced significant organizational and operational changes

1 that included the merger of Northeast Utilities and NSTAR in 2012, and the completion of
2 the divestiture of the Company's electric generating assets in 2018. In addition to the
3 complexity of issues arising from the Company's first rate case in a decade, there were also
4 a host of issues and interests raised by the nine intervening parties to the docket. The case
5 required substantial outside support from highly experienced legal and subject matter
6 experts, all of whom agreed to work under reasonable, market-based fee arrangements
7 resulting from competitive bid processes. All of their work was relevant and necessary to
8 the preparation and presentation of the Company's rate case proceeding and contributed to
9 an efficient resolution of the matter presented, as reflected in the comprehensive Settlement
10 Agreement.

11 **V. RESPONSE TO STAFF AUDIT AND DEPARTMENT OF ENERGY**
12 **RECOMMENDATION**

13 **Q. Did the PUC Audit Staff conduct an audit of the Company's rate case expenses?**

14 **A.** Yes. Following Eversource's submission of the Motion, the Commission's Audit Staff
15 (now the Audit Staff of DOE), commenced an audit of the expenses. As is typical of the
16 audit process, the Audit Staff identified several areas of concern in a draft audit, allowing
17 the Company a single opportunity to respond to those concerns, and then issuing a final
18 audit report with its recommendations. The final audit report was issued on March 30,
19 2021 (the "Audit Report") and noted Eversource's disagreement with a number of the
20 proposals and conclusions contained in the Audit Report. Specifically, the Audit Report
21 recommended disallowance of \$901,659 in requested costs for a total recovery proposal of
22 \$1,284,606 in rate case expenses.

1 **Q. What happened next?**

2 A. On August 26, 2021, the Staff filed an “Inter-Agency Communication” in which it
3 supported the Audit Report’s proposed disallowances. The communication recited the
4 Audit Report’s findings accompanied by a brief statement of the Staff’s agreement. The
5 entirety of the Staff’s recommendation was as follows:

6 Staff has reviewed the final audit report provided by the Audit Division involving
7 PSNH’s request for recovery of rate case expenses. It is Staff’s opinion that the
8 audit is complete and accurate and that the disallowance recommendations
9 contained therein are well supported and justified. Staff also reviewed the
10 Company’s responses, but when weighed against the observations contained in
11 Audit’s review, Staff did not find the responses persuasive. Therefore, Staff
12 recommends that the Commission adopt the findings contained in the Report and
13 approve the recommended disallowances totaling \$901,659, requiring PSNH to
14 reduce the total amount of recoverable rate case expenses from \$2,186,264 to
15 \$1,284,606.¹¹

16 The Audit Report and DOE recommendation are provided in Attachment ES-DPH-3.

17 **Q. Did the Company file a response to DOE’s submission?**

18 A. Yes. On September 24, 2021, the Company filed a motion for the Commission to reject
19 the “Inter-Agency Communication” on procedural and substantive grounds. The Company
20 explained that the communication requested that the Commission disallow recovery of
21 prudent and reasonable rate case expenses necessarily incurred by Eversource to prepare,
22 support and resolve the 2019 rate case filing, and asked for this finding without adequate
23 process or support. The communication contained no indication of the relevant legal

¹¹ Attachment ES-DPH-3 at 4.

standards for recovery of rate case expenses, nor any analysis of how those standards apply in this case.

Q. Which of the Company's costs did Staff recommend for disallowance?

A. The Staff recommended disallowances of a portion of the costs for four of those consultants: Keegan Werlin, LLP (legal services); Economists, Inc. (cost of service studies); Concentric Energy Advisors (cost of capital and return on equity); and Randstad Corporate Services (temporary corporate support services). The following sections of my testimony respond to these items.¹²

A. Legal Services

Q. Do the Commission's rules allow legal services costs as rate case expenses?

A. Yes. The Commission's rules, Puc 1906.01, specifically provide that "legal and accounting fees" are allowable rate case expenses. The Commission's rules acknowledge that a utility may require additional legal services specifically for work pertaining to rate case filings beyond the capacity of its internal resources. Consistent with these rules, it was reasonable for Eversource to retain outside legal expertise for a "surge" item such as the rate case that represents a low frequency, high impact event. The Staff seeks to disallow 100 percent of these costs despite the Company's necessary use of outside legal support and reasonable cost controls.

¹² As noted in the Audit Report, Eversource agreed to the removal of \$38,432 of Concentric costs. Therefore, Eversource takes no exception to the removal of the identified Concentric costs.

1 **Q. Was it possible for Eversource to support the rate case solely with its internal legal**
2 **staff?**

3 A. No. The Company's internal legal staff did not have the capacity to support the rate case.
4 Without any analysis, the Audit Report recommended to disallow the Keegan Werlin costs
5 in full, citing Puc 1907.01(a), which excludes costs "for matters handled by service
6 providers that are typically performed by utility management and staff of the utility, *based*
7 *on their experience, expertise, and availability.*"¹³ According to the Audit Report:

8 All of the time spent preparing, reviewing, editing data request responses and
9 updating logs, daily phone calls with what was called the "core" rate case team,
10 discussions among counsel and Eversource employees regarding testimony,
11 technical sessions, hearings, preparing and filing documents for submission to the
12 NH PUC, should have been accomplished by the legal staff of the Company.¹⁴

13 **Q. What was wrong with the Audit Staff's conclusion?**

14 A. The Audit Report recommends a full disallowance of all Keegan Werlin LLP costs, in the
15 amount of \$695,579. In essence, the Audit Report asserts that simply because Eversource
16 employs attorneys, it should not be allowed to recover outside legal expenses for a rate
17 case, which is mistaken for several reasons. The Audit Report did not address the fact that
18 there was substantial incremental work and activity associated with preparation, conduct
19 and resolution of the numerous issues associated with the Company's first rate case in 10
20 years, and the first case since the 2012 NU-NSTAR merger and the 2018 generation
21 divestiture. The report presumes that any lawyer employed somewhere within Eversource
22 Energy (irrespective of experience, expertise or availability) may be brought in to support

¹³ Puc 1907.01(a) (emphasis added).

¹⁴ Attachment ES-DPH-3 at 5.

1 a rate case filing, and that repurposing other Eversource Energy attorneys (i.e., taking them
2 away from the work needed in other areas of the organization) would occur at no
3 incremental cost to the Company, which is not the case.¹⁵ As noted above, the
4 Commission's rules exclude recovery for the costs of activities of the "staff of the utility,
5 based on their *experience, expertise, and availability*" but the Company does not staff
6 internal legal counsel for incremental work associated with a rate case or maintain an
7 excess supply of attorneys with availability to support infrequent items associated with a
8 specialized, high-volume, long-term (12-18 month) proceeding. In addition, it is not
9 reasonable to limit the Company to the use of internal legal counsel even though that
10 counsel would have no expertise in utility ratemaking or New Hampshire ratemaking
11 precedent.¹⁶

12 **Q. How does the Company set its internal legal staffing requirements?**

13 A. In New Hampshire, Eversource has sought to maintain an appropriate level of legal
14 professionals to address the regulatory work presented to the Company as part of its regular
15 and recurring regulatory business. The Company staffs for a "steady-state" workload and
16 does not maintain an excess capacity of other attorneys who may be substituted in for
17 specific, high-impact cases, requiring specific technical expertise, such as a rate case.
18 Further, keeping excess, incremental legal resources available on a full-time basis for
19 "surge" items such as rate cases would be inefficient, wasteful, and likely imprudent. In

¹⁵ See Attachment ES-DPH-3 at 12.

¹⁶ Notably, the Staff retained additional outside legal counsel to support the rate case and these costs are included in the Company's rate case expenses. The Company does not challenge these costs.

1 this approach, the Company works to assure that its internal legal costs are sized
2 appropriately for its day-to-day business requirements (which do not go away and still must
3 be supported during a rate case). This approach enables the Company to keep its internal
4 staffing costs contained and reasonable. Maintaining legal resources at the level the Audit
5 Report would seem to suggest is counter to that goal, and would likely be counter to the
6 interests of New Hampshire utility customers.

7 **Q. Is it reasonable to expect that other attorneys in the Eversource Energy organization**
8 **could be assigned to support a New Hampshire rate case?**

9 A. No. The Audit Report ignores the practical consideration that attorneys have specific
10 experience, expertise and availability, and it is inaccurate that any attorney within the
11 organization would be able to act as competent counsel for a New Hampshire rate case
12 filing. Although Eversource Energy maintains an internal legal staff, including lawyers
13 and paralegals, these resources practice across myriad disciplines involving both the
14 regulated and unregulated businesses within Eversource Energy, including corporate
15 governance, bankruptcy, labor and employment, and numerous other areas outside of state
16 regulatory issues. It is unreasonable and impractical – and patently unfair – to expect the
17 Company could have redirected those attorneys from their areas of competence and
18 responsibility to a New Hampshire rate case. To do so would risk having those attorneys
19 acting outside their areas of competence in potential violation of their professional ethics
20 requirements. At the same time, it essentially creates a requirement that Eversource use
21 attorneys who are not familiar with Eversource’s regulated business or ratemaking practice,
22 New Hampshire public utility law, New Hampshire regulatory process for ratemaking

1 proceedings, or other issues specific to New Hampshire's regulatory requirements.
2 Although Eversource does employ other regulatory counsel for steady-state work in
3 Connecticut, those regulatory attorneys already have (and had) a full-time slate of work to
4 support the daily regulatory requirements in Connecticut.

5 **Q. Could the Company have staffed the rate case solely with its internal legal counsel in**
6 **New Hampshire?**

7 A. No. The rate case required a substantial and sustained work effort over a long period of
8 time, during which the Company continued to support its day-to-day business
9 requirements. The Company used its internal New Hampshire counsel to support the rate
10 case (in addition to their other responsibilities). However, the Audit Report ignores the
11 fact that, even using internal resources, the rate case required a substantial amount of
12 incremental work that could not be handled by internal resources alone. The Company
13 therefore incurred incremental costs that were properly charged to the rate case. If no
14 outside legal services were retained, the work associated with the rate case would have far
15 exceeded the capacity of work that could have been accomplished by Eversource's existing
16 regulatory attorneys in New Hampshire.

17 **Q. If in the past a utility did not use outside legal services for a rate case, does that have**
18 **any bearing on the present request?**

19 A. No. The Company's requirement for outside service providers for a rate case is based on
20 the experience, expertise and availability of its internal resources at the time of the case.
21 The circumstances of past cases or other the practices of other companies do not have a
22 bearing on this analysis.

1 **Q. Could the Company have avoided the use of outside legal services if the rate case was**
2 **based on a test year other than 2018?**

3 A. No. The Audit Report mistakenly concludes that “[t]he selection of 2018 as a test year,
4 with the sale of the Generation side of the business also complicated what could have been
5 a more streamlined rate proceeding, had that year not been chosen.”¹⁷ It is unreasonable
6 and incorrect to contend that recovery of rate case expense is obviated or precluded in
7 circumstances where the case complexity is associated with circumstances that the utility
8 could have “controlled,” or could have handled differently if it wanted to obtain recovery
9 of rate case expense. Eversource customers benefitted from a long period without a change
10 in base rates, and also benefitted from the sale of generation, subject to the closely managed
11 process developed by the Commission. The timing of these circumstances should not have
12 any bearing on the recoverability of legal costs because the timing of these two events were
13 not planned on the basis of the recoverability of legal costs, rather than on the basis of
14 factors benefitting customers. Further, and as to the timing issue, in Eversource’s prior
15 rate case, Docket No. DE 09-035, the settlement contained a five-year term during which
16 Eversource was not to file a new case. Similarly, in the instant docket, the Settlement
17 Agreement approved by the Commission contains, in Section 10.6, a prohibition on filing
18 any rate case prior to the first quarter of 2023 based upon a test year of 2022. Accordingly,
19 there were limitations on the timing of Eversource’s prior rate case filing and on the next
20 rate case filing.

¹⁷ Attachment ES-DPH-3 at 16.

1 It is speculative for the Audit Report to suggest that the rate case would have been less
2 complex if the timing was adjusted. In addition, other factors outside of the Company's
3 control added to the complexity of the case. As previously mentioned, there were nine
4 intervenors in the matter including the Staff and the OCA. Those entities, collectively,
5 served over 1,000 data requests (many of which had numerous subparts) for the Company
6 to answer. There were multiple rounds of testimony filed by various parties, including the
7 Staff, which included vigorous counters to Eversource's positions and that required
8 Eversource to rebut. Lastly, the demand for legal services was increased further by impact
9 of the pandemic and extension of the rate case review process to 18 months.

10 **Q. Do you have any other comments on the Staff's recommendation for disallowance of**
11 **the Company's legal costs?**

12 A. Yes. In the analysis of legal costs, it is important to consider the substance of the
13 representation and the nature of the services that were provided, but the Audit Report does
14 not do this. In this case, neither the Audit Report nor DOE's communication reviewed any
15 of those issues in determining whether recovery of legal costs was appropriate, only to
16 assert that the case should have been handled by internal resources, which was impossible.
17 In fact, the Audit Report takes no issue with the method of procurement; the qualifications
18 of, and rates for, the counsel retained; or the time spent or the descriptions of the rate case
19 activities. It simply concludes without support that existing internal legal resources were
20 sufficient and presumes that outside lawyers should not have been hired at all. In addition,
21 the Company's request does not include approximately \$99,057 in costs for legal services

1 provided but that the Company deducted from its payments to Keegan Werlin LLP based
2 on the terms of its engagement letter.

3 Lastly, Staff's position is internally inconsistent because it ignores the Staff's own retention
4 of outside legal counsel for the rate case, which, to the Company's knowledge, was the
5 first time Staff retained an outside attorney for its work on a rate case. The Company does
6 not challenge these costs or Staff's need to supplement its internal legal staff with outside
7 support, which is the same situation for the Company.

8 **B. Plant Additions Contractor Labor Support**

9 **Q. What does the Audit Report state as its basis to disallow the Randstad costs?**

10 A. The Audit Report recommends disallowance of all of the temporary support services costs
11 related to the Randstad employees' work, in the amount of \$151,198, by claiming that it
12 was unable to identify specific tasks performed by the Randstad employees. This
13 recommendation is not supported by facts.

14 **Q. What type of information did the Company provide in support of these costs?**

15 A. In requesting recovery of rate case expenses, the Commission's rules, Puc 1905.03, require
16 that the utility provide certain documentation including the invoices paid, the name of the
17 vendor, the amount of the expenses, and the date and description of the services rendered,
18 among other criteria that do not pertain to this item. In response to this requirement,
19 Eversource provided the documentation supporting the costs to be included for Randstad

1 and answered the Audit Staff's inquiry for supporting information.¹⁸ Also, as noted on
2 page 16 of the Audit Report, Eversource described the individuals from Randstad
3 performing work for Eversource and provided details on the work they performed in
4 support of the rate case. This information was also provided during the course of discovery
5 in Docket No. DE 19-057 in response to OCA 7-039, which was known to the Audit Staff
6 and was referenced in the Audit Report. A copy of the Company's response to OCA 7-
7 039 is provided as Attachment ES-DPH-2.

8 **Q. What was the nature of these costs?**

9 A. The costs were described in the response to OCA 7-039 and in the Audit Report at page
10 16. As stated, Randstad provided four analysts, led by an Eversource retiree, as additional
11 resources to the Company's internal personnel in preparing information and exhibits in
12 support of the capital plant additions portion of this rate case. Specifically, the Randstad
13 analysts were necessary to assist in compiling project documentation and supporting
14 information for the Company's initial filing and for responses to data requests pertaining
15 to capital planning and capital additions. This work was supported primarily by the
16 Company's Investment Planning staff, but required supplemental resources due to the large
17 number of capital projects over the six-year time span since the Company's last step
18 increase. Eversource's existing Investment Planning staff do not have the bandwidth to
19 support normal daily operations as well as rate case work and therefore it was necessary,
20 and more cost effective, to bring in temporary assistance for purposes of the rate case. The

¹⁸ The supporting information is included as Attachment ES-DPH-1.

1 Randstad contractors have a unique set of skills as retirees of Eversource and have
2 familiarity with Eversource's capital project documentation and processes as these
3 contractors have performed this work for other rate cases when needed. Using contractors
4 is a more cost-effective approach to handle the additional workload of a rate case than to
5 hire full-time employees. The Randstad contractors were critical to enable PSNH to
6 prepare and file information on its plant additions and capital programs, and the
7 information supporting this fact is comprehensive, responsive and well-documented.

8 **Q. Do you have more information on these costs?**

9 A. The Company's work in preparing the rate case filing required the collection of substantial
10 plant records, including information on plant-in-service collected by year and tied to the
11 relevant FERC report for each year from 2013 through 2018 as well as information on
12 capital expenditures for all projects and programs for those same years. This data was
13 sorted into numerous categories and grouped by year to populate the data for the over 300
14 pages of entries included in Attachments ELM-2 and ELM-3 in Exhibit 13 in this
15 proceeding. This work involved collecting, compiling and cross-referencing information
16 over many months for each year in issue, as the data is compared to the annual FERC filing,
17 and also requires the related documentation for all of the projects to be gathered and
18 reconciled. Beyond the data provided in the referenced attachments, the Company also
19 had to produce other project documentation (including authorizations, supplements, and
20 closing reports) in support of its costs. This information was provided in response to
21 discovery on particular projects throughout the course of the docket. The unique size and
22 scope of this effort, which only occurs for rate cases, was significant and well beyond the

1 capacity of work that could be accomplished by Eversource's internal staff. The temporary
2 support services secured through Randstad were both economical and critical to the rate
3 case effort.

4 **Q. How does the Company account for these costs?**

5 A. The Company's contract with Randstad for temporary support staff provides that when a
6 temporary employee is hired through Randstad and enters their time in the Randstad payroll
7 system, the hiring manager at the Company provides a default work order that directs the
8 charges to a FERC account associated with that work order. The default work order is
9 assigned based on the tasks that the person is working on, and in this case was directed to
10 the rate case filing. The hiring manager also approves the payroll each week for the
11 temporary support personnel they are overseeing in the Randstad payroll system.

12 For purposes of payments, Randstad submits an EDI invoice to the Company and there is
13 no physical invoice. The EDI invoice contains all of the information necessary for the
14 Company to review and verify the charges, including the list of temporary employees, their
15 hours, and their rates. Using the default work order provided, the charges associated with
16 the temporary employees' expenses are applied to the FERC account associated with the
17 default work order. Although the electronic records system does not enable the Company
18 to produce a traditional hard-copy invoice, the Company is able to produce (and in fact did
19 produce for Audit Staff) detailed time sheet entries, including the timesheet ID from the
20 Randstad system with the temporary employees' names, hours and rates. As a result, the
21 Company has provided documentation required by and consistent with the Commission's

1 rules, has described and explained the work performed in support of the rate case filing by
2 this service provider, and has substantiated the costs incurred.

3 **C. Cost of Service Studies**

4 **Q. What does the Audit Report state as its basis to disallow the Economists, Inc. costs?**

5 A. The Audit Report recommends disallowance of a portion of the costs by Economists, Inc.,
6 in the amount of \$16,450, on the basis that the costs were incurred for a docket other than
7 the rate case, and therefore it is improper to recover those costs as a rate case expense.¹⁹
8 This conclusion does not consider rate case-related purpose of the work that led to those
9 costs and that there is no other means of recovery for this work other than as rate case
10 expense.

11 **Q. Was this service provider engaged to support specific elements of the Company's rate**
12 **case filing required by Commission orders?**

13 A. Yes. On June 23, 2017 in Docket No. DE 16-576, the Commission issued Order No. 26,029
14 and established numerous requirements for utilities, including that Eversource was to
15 perform a full marginal cost-of-service study.²⁰ Consistent with the Commission's
16 directive (as modified by a secretarial letter of June 29, 2018 in that docket), the Company
17 filed its cost of service study in that docket on July 16, 2018. On February 20, 2019, the
18 Commission issued Order No. 26,221 in Docket No. DE 16-576 which, among other
19 things, noted that the Company was in the process of updating its cost-of-service study so

¹⁹ Attachment ES-DPH-3 at 2. The Audit Report does not propose to disallow the \$437,208 balance of the Economists, Inc. costs.

²⁰ Order No. 26,029 at 61.

1 that an up-to-date version would be filed with its forthcoming rate case. The Commission
2 ordered “Eversource to file in this docket its updated MCOS Study, and a summary of the
3 material changes between the original and updated versions of that study, at the same time
4 the updated MCOS Study is filed in its rate case.”²¹ The Company filed the updated
5 marginal cost study in its rate case and also made the required filing in Docket No. DE 16-
6 576 on May 28, 2019. That updated marginal cost study was used throughout the rate case
7 docket.

8 **Q. Were these costs reasonable and necessary in preparation and presentation of the**
9 **Company’s rate case filing?**

10 A. Yes. The cost-of-service work performed by Economists, Inc. was necessary for the rate
11 case and was not undertaken in a vacuum for the sole purpose of compliance in Docket No.
12 DE 16-576. At the time of the Commission’s Order No. 26,221, the Commission was
13 aware that Eversource had committed to filing a rate case in 2019 based on a 2018 test
14 year.²² The cost-of-service studies were required components of the Company’s rate case
15 filing based on its settlement agreement in Docket No. DE 09-035.²³ The Company relied
16 on this work and utilized it as the basis for additional analysis to complete the studies
17 required for the 2019 rate case filing. Therefore, although the work was initially noted as
18 being within the context of Docket No. DE 16-576, the cost of the service work by
19 Economists, Inc. was necessary for the development of the cost-of-service studies filed and

²¹ Order No. 26,221 at 16.

²² See November 16, 2018 Petition in Docket No. DE 18-177 (initially filed in Docket No. DE 17-196) at 7.

²³ Docket No. DE 09-035, Settlement Agreement (Apr. 30, 2010) at Section 14.3, page 14.

1 used in this proceeding. The Audit Report presumes that these costs could be reassigned
2 for evaluation and recovery in Docket No. DE 16-576, but the costs were rate-case related
3 and there is no means of recovery other than as rate case expense.

4 **V. CONCLUSION**

5 **Q. Do you have any concluding remarks?**

6 A. The Company has demonstrated that its request for recovery of rate case expenses is
7 consistent with the Commission's rules. The Company provided substantial documentary
8 evidence for the recovery of its actual, known, and measurable rate case expenses from
9 Docket No. DE 19-057, all of which are related to the rate case, just and reasonable and in
10 the public interest. All of the costs of the Company's outside service providers were
11 necessary in the preparation and presentation of the rate case through the conclusion of the
12 comprehensive Settlement Agreement.

13 **Q. Does this conclude your testimony?**

14 A. Yes.

Docket No. DE 19-057
Rate Case Expense
Dated 01/15/2021
Summary
Page 1 of 1

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

RATE CASE EXPENSE - ACTUALS TO DATE
AS OF JANUARY 15, 2021

Description	Vendor	Procurement Process	Actual Amount
(A)	(B)	(C)	(D)
Legal Services, Production, and Filing Fees	Keegan Werlin LLP	Competitive Bid	\$ 695,579
Marginal Cost of Service Study, testimony, data responses	Economists Incorporated	Competitive Bid	175,494
Allocated Cost of Service Study, testimony, data responses	Economists Incorporated	Competitive Bid	278,164
Cost of Capital Study, testimony, data responses	Concentric Energy Advisors, Inc.	Competitive Bid	173,672
Depreciation Study, testimony, data responses	Gannett Fleming, Inc.	Competitive Bid	106,577
Plant Additions Contractor Labor Support	Randstad	Existing Contract	151,198
Actuarial Contractor Costs	Aon	Existing Contract	3,060
Postage and Delivery Services	Spectrum Marketing Companies Inc.	Existing Contract	163,276
Total Rate Case Expense Incurred to Date			<u>\$ 1,747,020</u>
NOTE: Numbers may not add due to rounding			
<u>Staff Consultants</u>			
Blue Ridge Consulting			\$ 88,308
J. Randall Woolridge, Ph.D.			40,000
The Brattle Group			149,359
Scott J. Mueller			138,013
<u>OCA Consultants</u>			
Strategen			5,881
Optimal Energy/The Wired Group			17,684
Larkin & Associates			Unknown
Grand Total			<u>\$ 2,186,264</u>

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

RATE CASE EXPENSE DETAIL
AS OF JANUARY 15, 2021

Line	Vendor	Description	Dates of Service	Actual Amount	Page Reference
	(A)	(B)	(C)	(D)	(E)
1					
2					
3	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Feb-18	\$6,334	Bates Pages 000389-000542
4	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Jan-18	\$165	
5	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Mar-18	\$17,848	
6	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Mar 2018 - Apr-2018	\$3,865	
7	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Jul-18	\$240	
8	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Aug-18	\$960	
9	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Sep-18	\$4,380	
10	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Oct-18	\$22,654	
11	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Nov-18	\$1,530	
12	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Dec-18	\$1,260	
13	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Jan-19	\$12,750	
14	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Feb-19	\$18,440	
15	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Mar-19	\$5,946	
16	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Apr-19	\$3,254	
17	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	May-19	\$146,770	
18	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Jun-19	\$35,183	
19	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Jul-19	\$27,723	
20	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Aug-19	\$68,211	
21	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Sep-19	\$47,481	
22	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Oct-19	\$54,301	
23	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Oct 2019 - Nov 2019	\$14,970	
24	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Dec-19	\$16,721	
25	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Jan-20	\$31,446	
26	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Feb-20	\$61,902	
27	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Mar-20	\$35,735	
28	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Apr-20	\$7,386	
29	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	May-20	\$1,127	
30	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Jun-20	\$6,981	
31	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Jul-20	\$12,914	
32	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Aug-20	\$5,915	
33	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Sep-20	\$9,487	
34	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Oct-20	\$10,414	
35	Keegan Werlin LLP	Legal Services, Production, and Filing Fees	Nov-20	\$1,288	
36	Keegan Werlin LLP	Total		\$695,579	
37					
38	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	May-18	\$38,143	Bates Pages 000543-000589
39	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Jun-18	\$14,783	
40	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Jul-18	\$26,008	
41	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Sep-18	\$6,175	
42	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Oct-18	\$9,500	
43	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Jan-19	\$6,650	
44	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Feb-19	\$6,888	
45	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Mar-19	\$5,225	
46	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Jul-19	\$10,935	
47	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Aug-19	\$4,893	
48	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Sep-19	\$15,359	
49	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Nov-19	\$5,525	
50	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Dec-19	\$6,175	
51	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Jan-20	\$14,250	
52	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Aug-20	\$3,800	
53	Economists Incorporated	Marginal Cost of Service Study, testimony, data responses	Sep-20	\$1,188	
54	Economists Incorporated	Total		\$175,494	
55					
56	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Aug-18	\$9,979	Bates Pages 000590-000633
57	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Sep-18	\$6,650	
58	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Oct-18	\$20,464	
59	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Nov-18	\$37,787	
60	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Dec-18	\$13,625	
61	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Jan-19	\$20,150	
62	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Feb-19	\$27,266	
63	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Mar-19	\$31,331	
64	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Apr-19	\$20,919	
65	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	May-19	\$34,193	
66	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Jun-19	\$2,375	
67	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Oct-2019 - Dec-2019	\$39,990	
68	Economists Incorporated	Allocated Cost of Service Study, testimony, data responses	Mar-20	\$13,437	
69	Economists Incorporated	Total		\$278,164	
70					
71	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Dec-17	\$1,326	Bates Pages 000634-000691
72	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Jan-18	\$4,055	
73	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Feb-18	\$5,099	
74	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Mar-18	\$689	
75	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Apr-18	\$2,563	
76	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Sep-18	\$3,629	

Line	Vendor	Description	Dates of Service	Actual Amount	Page Reference
	(A)	(B)	(C)	(D)	(E)
77	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Oct-18	\$27,987	
78	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Nov-18	\$812	
79	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Jan-19	\$918	
80	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Mar-19	\$14,449	
81	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Apr-19	\$2,575	
82	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	May-19	\$10,306	
83	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Jun-19	\$3,426	
84	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Jul-19	\$8,030	
85	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Aug-19	\$3,471	
86	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Sep-19	\$960	
87	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Oct-19	\$736	
88	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Dec-19	\$1,308	
89	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Feb-20	\$35,070	
90	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Mar-20	\$4,201	
91	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Jan-20	\$9,841	
92	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Jun-20	\$9,363	
93	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Jul-20	\$19,345	
94	Concentric Energy Advisors, Inc.	Cost of Capital Study, testimony, data responses	Oct-20	\$3,514	
95	Concentric Energy Advisors, Inc.	Total		\$173,672	
96					
97	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Dec-17	\$31,783	Bates Pages 000692-000749
98	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Jan-18	\$18,324	
99	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Feb-18	\$3,620	
100	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Mar-18	\$6,069	
101	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Apr-18	\$4,550	
102	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Aug-18	\$1,373	
103	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Oct-18	\$5,855	
104	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Nov-18	\$1,803	
105	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Jan-19	\$5,075	
106	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Feb-19	\$3,610	
107	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Mar-19	\$1,055	
108	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	May-19	\$2,027	
109	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Jun-19	\$1,073	
110	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Aug-19	\$1,663	
111	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Sep-19	\$1,740	
112	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Nov-19	\$7,383	
113	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Feb 2020 - Apr 2020	\$3,808	
114	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Aug-20	\$4,225	
115	Gannett Fleming, Inc.	Depreciation Study, testimony, data responses	Sep-20	\$1,545	
116	Gannett Fleming, Inc.	Total		\$106,577	
117					
118	Randstad (Contractor R. Martin)	Plant Additions Contractor Labor Support	Dec 2017 - Aug 2019	\$68,028	Bates Pages 000750-000753
119	Randstad (Contractor P. Patten)	Plant Additions Contractor Labor Support	Mar 2018 - Apr 2018	\$4,070	
120	Randstad (Contractor D. Shea)	Plant Additions Contractor Labor Support	Dec 2017 - Mar 2019	\$46,042	
121	Randstad (Contractor L. Wei)	Plant Additions Contractor Labor Support	Dec 2017 - Mar 2019	\$33,058	
122	Randstad	Total		\$151,198	
123					
124	Aon Consulting Inc	Actuarial Contractor Costs	Aug-19	\$3,060	Bates Pages 000754-000755
125	Aon Consulting Inc	Total		\$3,060	
126					
127	Spectrum Marketing Companies Inc	Postage and Delivery Services	May-19	\$163,276	Bates Page 000756
128	Spectrum Marketing Companies Inc	Total		\$163,276	
129					
130	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Apr-20	\$1,680	Bates Pages 000757-000855
131	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Aug-19	\$9,931	
132	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Aug-20	\$1,475	
133	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Dec-19	\$13,145	
134	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Feb-20	\$945	
135	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Jan-20	\$3,731	
136	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Jul-19	\$22,715	
137	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Jul-20	\$7,805	
138	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Jun-19	\$7,775	
139	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Mar-20	\$1,785	
140	Blue Ridge Consulting	State of NH - PUC Staff Consultants	May-19	\$368	
141	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Nov-19	\$2,310	
142	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Oct-19	\$10,605	
143	Blue Ridge Consulting	State of NH - PUC Staff Consultants	Sep-19	\$4,038	
144	Blue Ridge Consulting	Total		\$88,308	
145					
146	Brattle Group	State of NH - PUC Staff Consultants	Aug-19	\$2,600	Bates Pages 000856-000930
147	Brattle Group	State of NH - PUC Staff Consultants	Sep-Nov 2019	\$59,355	
148	Brattle Group	State of NH - PUC Staff Consultants	Dec-19	\$72,079	
149	Brattle Group	State of NH - PUC Staff Consultants	Jul-20	\$5,915	
150	Brattle Group	State of NH - PUC Staff Consultants	Aug-20	\$7,760	
151	Brattle Group	State of NH - PUC Staff Consultants	Sep-20	\$1,650	
152	Brattle Group	Total		\$149,359	
153					
154	Scott J. Mueller	State of NH - PUC Staff Consultants	Aug 2019-Feb 2020	\$61,661	Bates Pages 000931-000981
155	Scott J. Mueller	State of NH - PUC Staff Consultants	Mar-Jul 2020	\$28,671	
156	Scott J. Mueller	State of NH - PUC Staff Consultants	Aug-Nov 2020	\$47,681	
157	Scott J. Mueller	Total		\$138,013	
158					
159	Strategen	State of NH - OCA Consultants	Sep-19	\$5,881	Bates Pages 000982-000985
160	Strategen	Total		\$5,881	
161					

Line	Vendor	Description	Dates of Service	Actual Amount	Page Reference
	(A)	(B)	(C)	(D)	(E)
162	Optimal Energy	State of NH - OCA Consultants	Jan-20	\$3,819	Bates Pages 000986-001030
163	Optimal Energy	State of NH - OCA Consultants	Jun-20	\$1,645	
164	Optimal Energy	State of NH - OCA Consultants	Mar-20	\$1,116	
165	Optimal Energy	State of NH - OCA Consultants	Nov-Dec 2019	\$6,815	
166	Optimal Energy	State of NH - OCA Consultants	Oct-19	\$3,290	
167	Optimal Energy	State of NH - OCA Consultants	Sep-19	\$529	
168	Optimal Energy	State of NH - OCA Consultants	Aug-20	\$470	
169	Optimal Energy	Total		\$17,684	
170					
171	J. Randall Woodridge	State of NH - PUC Staff Consultants	Jun-20	\$40,000	Bates Pages 001031-001039
172	J. Randall Woodridge	Total		\$40,000	
173					
174	Total Rate Case Expense through January 15, 2021			\$2,186,264	

Procurement Policy

Eversource is committed to consistently procuring the best available products and services, for the best value, that are required to equip, maintain, and support operations across the company. Eversource's procurement practices reflect and promote the company's high standards of quality, continuity of service, fairness, and integrity.

Guidelines

The Procurement Department systematically secures all required equipment, tools, materials, supplies, and services at the best-evaluated cost, consistent with economic conditions.

Requests for equipment, tools, materials, supplies, and services will be directed in a timely manner to Procurement for soliciting bids from qualified bidders in the marketplace, negotiating as necessary, and placing purchase orders or contracts with suppliers to meet all planned requirements.

Eversource is committed to the practice of affording opportunities to small and diverse businesses, including women and minority-owned, veteran-owned, service-disabled veteran-owned, and HubZone businesses. To better accomplish this, Eversource maintains and administers a Supplier Diversity Program, which is focused on developing, making accessible, and continuously improving the company's portfolio of small and diverse suppliers.

The standard set of objectives, compliance plans, procedures, and guidelines that govern the procurement process are outlined in the [Eversource Procurement Manual](#) and include the following requirements:

- A competitive bid process for transactions valued over \$50,000 with certain limited exceptions.
- Justifications for sole-sourced transactions valued over \$50,000.
- Properly authorized Purchase Order issued by the Procurement Department prior to instructing a supplier to start any work, including the delivery of material, for Eversource.

During emergency situations response time and availability are critical. While there may not be enough time for the competitive bidding and evaluation process, valid contracts must be in place prior to the commencement of work.

Eversource is committed to procurement practices that:

- comply with all applicable regulatory requirements and state and federal laws, including without limitation, antitrust and fair competition laws; and
- avoid pricing discrimination and unfair trade practices.

Process

Creation and Maintenance of Bidders Lists

Procurement develops a bidders list for soliciting products and services based on:

- Defining requirements with the end-user.
- Identifying new and existing suppliers, including diversity suppliers.
- Verifying suppliers' ability to deliver, technical capabilities, and financial stability.
- Approving the final bidders' list.

Corporate Policies

The Bidding Process

Eversource subscribes to the use of competitive bidding among an appropriate number of pre-qualified suppliers. Before a supplier can bid on a commodity or service, the supplier must agree to comply with Eversource's Supplier Code of Conduct and be pre-qualified as an approved supplier and be listed on the bidders list administered by the Procurement Department.

With limited exception, Eversource does not make any public announcement or public advertisement of its proposed purchases or hold public bid openings. The company contacts prospective suppliers in writing, by telephone, or electronically.

Eversource recognizes the desirability of using products and/or services from suppliers within Eversource's service territory to the extent they are suitable to the end-users' needs and are sold and serviced competitively.

Supplier contacts within Eversource departments must be coordinated with the Procurement Department.

The Supplier Selection Process

Equipment, tools, materials, supplies, and services will be procured at the best-evaluated bid, taking into account quality, electric and gas system requirements, reliability, service, availability, and cost. Whenever possible, supplier selection is the result of the competitive bid process. For situations in which there is only one reliable source, the Vice President of the procuring department's business area must complete and sign a sole source justification form and be approved by the Director of Procurement. Supplier selection, as the result of the competitive bid process, is made by:

The criteria for determining the "best-evaluated bid" shall be established by the responsible Procurement Agent with the business procuring manager prior to opening the bids.

- Treating bidders' responses, especially pricing, as confidential information and in compliance with the [Records and Information Management Policy](#), including the Vendor/Contractor Storage of Non-Public Personal Information and New Projects provisions.
- Providing technical responses to the end-user for evaluation and ranking.
- Evaluating commercial responses and ranking responses by the Procurement Department.
- Confirming price and verifying scope with the two best-evaluated bidders by the Procurement Department.
- Meeting with the end-user to review technical rankings and confirm award recommendation.

Contract Administration

The Procurement Department will administer the processes and activities related to the following commercial aspects of a purchase or contract:

- Contracts and/or purchase orders are properly filed and maintained for legal purposes.
- Supporting agreements/documents are fully executed in compliance with the [Delegation of Authority Policy](#) and on file.
- Performance bonds and/or letters of credit or other security, if applicable, are received and on file.
- Insurance certificates for active suppliers are current and on file.
- Contracts and purchase orders are properly funded for timely payment to suppliers.

Corporate Policies

The procuring department's business area is responsible for ensuring that contracts and purchase orders are closed out upon final acceptance of goods or services.

Selling of Surplus Material

The Procurement Department is responsible for the disposal of all surplus or salvage material in the most cost advantageous manner. The departments with surplus or salvage material will provide the Procurement Department with the following information: accounting; description; quantity; quality; location; inspection; bidding instructions; loading; shipping; payment; invoicing instructions; original cost; accounting to be credited, and estimated present value.

Procuring Hazardous Material

Prior to procuring hazardous materials, the Procurement Department is responsible for:

- Contacting Eversource's Environmental Department to ensure the hazardous materials can be procured, transported, stored and/or disposed of appropriately.
- Verifying that the warehouse or other approved storage location can properly store the hazardous material.
- Confirming that the supplier has agreed to and signed off on terms and conditions specific to handling hazardous materials.

Revision History

0	Consolidation of legacy NU and NSTAR Corporate Policies	11/13/2013
1	Eversource rebranding; revisions to Guideline and Selection Process sections	12/21/2015
2	Added language for Selling of Surplus Material	03/18/2019
3	Added language to Guidelines Section	02/07/2020



EVERSOURCE PROCUREMENT MANUAL

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INTRODUCTION

Eversource Energy Service Company Procurement provides the necessary procurement services for the Eversource Energy companies. These companies include The Connecticut Light and Power Company (“CL&P”), Public Service Company of New Hampshire (“PSNH”), Yankee Gas Services Company (“Yankee Gas”), NSTAR Electric Company and NSTAR Gas Company, each of which is doing business as Eversource (collectively the “Company”). Eversource’s Procurement is authorized to enter into agreements with suppliers who provide the Eversource companies with raw materials, goods and/or services. Except as otherwise provided in this Manual, Procurement is responsible for the proper conduct and conclusion of all contract negotiations in connection with procurement activities for the Eversource companies, including qualification of suppliers, obtaining bids, bid evaluation, negotiation of contract terms, supplier performance evaluation and all other commercial aspects of the procurement process. Procurement also manages the disposition of all inventory material, surplus material, equipment, vehicles and scrap within the Eversource companies.

This Manual will be reviewed annually, in conjunction with NSE31 review, to ensure that the procedures contained herein are consistent with the current Procurement policies and practices. Revisions to this Manual will be issued, as appropriate, upon approval by the Vice President of Supply Chain, Environmental Affairs, and Property Management. The Director of Procurement is responsible for implementation of this procedure.

Within this document there are statements specific to Eversource companies driven by differences in local regulations.

2. DEFINITIONS

Whenever used in this Manual in capitalized form, the following terms shall have the meaning set forth below:

- 2.1. **Agreement** – a collective term used to describe an agreement between one or more Eversource companies and a Supplier for the provision of goods, materials, equipment, and/or services. Such agreements are typically set forth in a document(s) which includes: (a) the applicable General Terms and Conditions; (b) Special Terms and Conditions, if any; (c) the scope of work or specification; (d) the contract agreement and / or purchase order, defined as Order; (e) any applicable Safety and Environmental documents; and (f) any other relevant documentation (i.e. – Supplier’s proposal, performance security instruments, insurance certificates, etc.)
- 2.2. **Authorized Representative of Eversource**– person (s) with the appropriate delegation of authority level as per the corporate delegation of authority policy, to create, approve, and amend purchases.
- 2.3. **Bidders** – Suppliers that participate in a competitive bid process based on Eversource procurement’s requests for information, proposals, quotes, and on-line auctions.
- 2.4. **Blanket Contract** – a contract established to facilitate multiple transactions over a specified period of time on pre-negotiated terms at pre-negotiated rates up to an authorized dollar amount.
- 2.5. **Confidential Information** - Confidential information may include without limitation, (a) proprietary business information of the Company or supplier; (b) the personal information of customers and employees; and (c) confidential infrastructure information (e.g. Critical Energy Infrastructure information (CEII), Critical Infrastructure Protection (CIP), and including all information defined as confidential information in the Record and Information Management Policy.
<https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Record%20and%20Information%20Management.pdf>
- 2.6. **Consultant** –See Supplier.

- 2.7 **Contractor** –See Supplier.
- 2.8 **Contractor CIP Compliance Agreement** - Agreement between Eversource and Contractors for use with all equipment, services, and personnel providing services for all equipment and services used for Owner's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013. (insert link)
- 2.9 **Corporate Procurement Policy** – Corporate level policy statement that describes the guidelines and process for the procurement of all products and services for Eversource.
- 2.10 **Diverse Supplier** –Small Diverse Suppliers are Small Disadvantaged-Owned Businesses (SDB), Women-Owned Small Businesses (WOSB), Service Disabled Veteran-Owned Small Businesses (SDVOSB), Small Veteran Owned Businesses (VOSB), Historically Underutilized Business Zone Businesses (HUB Zone), as defined at www.sba.gov. Large Diverse Suppliers are Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE), LGBTQ Business Enterprises (LGBTQBE), and Disabled-Owned Business Enterprises (DOBE) as defined at www.acquisition.gov, <http://gnemsc.org/>, www.nglcc.org, <https://disabilityin.org/as>
- 2.11 **Emergency** – An event or situation or critical business need not reasonably foreseeable which may impact or disrupt essential operations or service and/or requiring goods or services necessary for immediate use in work that affects the health, safety and welfare of the public or Eversource personnel.
- 2.12 **General File** - Electronic and/or hard copy records of Agreement transactions which shall be maintained by the Procurement Agent in accordance with section 16.
- 2.13 **General Terms and Conditions** – (“GTC’s”) the applicable Eversource General Terms and Conditions or the Eversource Purchase Order Terms and Conditions.
- 2.14 **Order** – A form generally employed to initiate a purchase which may include a description of the materials, equipment or services to be procured, the quantities, prices, discounts, delivery point, delivery dates, billing address, Procurement Agent’s name, and other pertinent information. An Order takes the form of a purchase order release or a standard purchase order.
- 2.15 **NSE31** – Statement of Procurement objectives, policies and procedures, filed annually with PURA. This statement is a public document and is available to suppliers upon request.
- 2.16 **Procurement Agent** - As used in this Manual, the term “Procurement Agent” shall refer to all personnel in Procurement having responsibility for procurement activity, regardless of job classification or actual job title.
- 2.17 **Procurement Director** – As used in this Manual, the term “Procurement Director” shall refer to the Director of Procurement.
- 2.18 **Request for Proposal** – (“RFP”, “RFQ” or “RFx”) Inquiry to Suppliers for the purchase of materials, equipment, and/or services. The terms Request for Proposal and Request for Quotation may be used interchangeably in this Manual. An RFP is initiated by an invitation to qualified suppliers to submit a proposal or quotation for a defined scope of work.
- 2.19 **Requester** – the Eversource employee or business group seeking to procure materials, equipment or services from a Supplier in support of Eversource’s business needs.
- 2.20 **Supplier**—a provider of goods, materials, equipment or services. For the purposes of this Manual, the terms Consultant, Contractor, Supplier or Vendor are used interchangeably.

- 2.21 **Technical Expert**—individual(s) within the Eversource business group with technical expertise in the particular material, equipment and service to be procured and responsible for determining a Supplier's technical qualifications for a particular project or for evaluating a Supplier's material and/or equipment for use on the Eversource systems.

3 POLICY AND APPLICABILITY

- 3.1. It is Eversource's Corporate Procurement Policy to encourage and maintain competition for its business. Except as otherwise provided in this Manual, bids shall be solicited from as many qualified sources as are considered necessary to realize the objectives of (a) procuring required materials and services at the best evaluated cost to individual Eversource companies and the Eversource system as a whole, consistent with reliability, quality, service and availability; and (b) having such required materials and services available at the required place, in the required quantity and at the required time.
- 3.2. All procurement transactions by Eversource and its companies are subject to the requirements of this Manual, with the following exceptions:
- a. Wholesale gas or energy supplies;
 - b. Purchases for certain unregulated affiliates; and
 - c. Strategic Professional Services such as Legal services, Government Relations services, Human Resources and Employee Benefits, Advertising Services and Crisis Communications for Corporate Communications and other non-Purchase Order transactions.
- 3.3 Special Agreements
- a. Confirming Orders. A confirming Order may be issued to cover an Emergency and when a Requester's supervision is unavailable to electronically approve a material request in Procurement's electronic ordering system and material or services are required.

4. SUPPLIER QUALIFICATION

- 4.1. A prospective Supplier may receive an invitation to bid upon demonstrating its capability of supplying a product or service that will meet Eversource's standards and requirements, as determined by Eversource in its sole discretion.
- 4.2. Bulk Electric Systems (BES) and Cyber Systems Procurements: For all equipment and services that may be supplied by a prospective supplier to be used for Eversource's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013, such suppliers shall be required to be qualified as CIP Contractors in accordance with Eversource Energy requirements (see Contractor CIP Compliance Agreement).
- 4.3. Financial qualification analysis shall be performed by the Eversource Treasury Department and documented by Procurement in accordance with Treasury's Credit Management Policy.
- 4.4. For matters that require a specialized level of knowledge (i.e. – environmental, safety or engineering consultants, capital construction projects, etc.,) technical qualification shall be the responsibility of the Requester.
- 4.5. Items offered by new sources and presented as equivalent to those in general use are analyzed by

Eversource's Technical Expert (in consultation with Procurement) and qualified/nonqualified for use within the Eversource system.

- 4.6. Suppliers may be disqualified from a particular procurement or from doing business with Eversource for reasons deemed appropriate by Eversource in its sole discretion, including but not limited to:

- 4.6.1. Failure to comply with Eversource's Supplier Code of Business Conduct
- 4.6.2. Failure to meet technical or commercial qualifications;
- 4.6.3. Unsatisfactory safety record;
- 4.6.4. Unsatisfactory environmental record;
- 4.6.5. Failure to perform services and/or product failure;
- 4.6.6. Failure to participate in or meet bid requirements, including providing required Information documentation, and/or attending pre-bid meetings, and/or responding to invitation to bid;
- 4.6.7. Unprofessional conduct or unsatisfactory business relations and/or
- 4.6.8. Supplier's own request to be removed.
- 4.6.9. Failure to satisfy Eversource's IT requirements as outlined in the Records and Information Management Policy.

<https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Record%20and%20Information%20Management.pdf>

- 4.7. In the event a Supplier is disqualified, the Procurement Agent shall document the reason for such disqualification. All Supplier disqualification documentation shall be deemed confidential company information and will be retained in the Procurement General Files.
- 4.8. Suppliers making initial contact to Eversource shall be directed to Procurement. This provides a single point of contact for suppliers and preserves the integrity and continuity of the bidders list.

5. SUPPLIER DIVERSITY

- 5.1. Eversource Energy Service Company, acting as agent for the Eversource Energy companies, has submitted a subcontracting plan to General Services Administration (GSA) describing Eversource's policy on locating and doing business with Diverse Suppliers, as defined in Section 2.9 of this Manual, and requesting Subcontracting Plans from Large Business Suppliers describing supplier diversity in their procurement of goods and services.
- 5.2. Diverse Suppliers are to be provided the "Maximum Practicable Opportunity" to provide goods and services to Eversource. All Procurement Agents shall proactively seek to identify and qualify Diverse Suppliers. Diverse Suppliers will be evaluated on the same basis as all other Suppliers.
- 5.3. The Procurement Agent or Sr. Supplier Diversity Analyst should review the Subcontracting Plan submitted by the Supplier to ensure that it contains the essential components of a generic Subcontracting Plan as outlined in the Federal Acquisition Regulation (FAR) Clause 52.219-704. This requirement does not apply to Small or Diverse Businesses, non-domestic Suppliers, government entities, other utility companies or providers of conservation and load management and/or energy efficiency services. Should the Supplier refuse to provide a Subcontracting Plan, this refusal should be documented in writing by the Supplier in the General File.

6. WORKING WITH PROCUREMENT

- 6.1. Requester shall contact Procurement to initiate the procurement process. Requesters shall not negotiate or discuss pricing or other Agreement terms and conditions with Suppliers without the direct involvement of Procurement, regardless of the dollar value of their transaction.

- 6.2. Except when required to meet an Emergency, the Requester shall not authorize a Supplier to commence work until an Order has been issued. In the case of an Emergency, the Requester shall contact Procurement immediately to request an Order
- 6.3. Procurement may refuse to issue Orders based on bids that have been developed, solicited, submitted or negotiated in a manner which is inconsistent with the requirements of this Manual. Procurement may require that any such requests be properly re-bid in accordance with all applicable Policies and Procedures prior to any award.
- 6.4. When submitting a request for a release against an Order, the Requester shall ensure that the request is for approved business purposes and that the nature of the material to be purchased and/or work to be performed under the release is within the scope of the original Blanket Contract.
- 6.5. Once the procurement process has been initiated by Procurement, Requesters should coordinate all communications with Suppliers through Procurement until after the execution of an Agreement.
- 6.6. Once a contract is awarded, Requesters should notify Procurement of any circumstances which may require an amendment.

7. COMPETITIVE BID REQUIREMENTS

- 7.1. Except as otherwise provided in this Manual, all purchases valued at more than \$50,000 shall be competitively bid by a minimum of three Suppliers to the extent practicable. Procurement reserves the right to require a competitive bid process for multiple transactions of similar type, without regard to transaction value. All competitive bids shall be conducted using Procurement's designated electronic sourcing tool, unless otherwise approved by Procurement Management. The Procurement Agent is responsible for documenting the basis for this approval in the General File.
- 7.2. Procurement, after consultation with Requester(s), makes the final determination whether or not a prospective Supplier will be invited to bid on any specific procurement.
- 7.3. Once an RFP has been issued, additional Suppliers may be added to the bidders list provided that the bid due date for that procurement has not yet passed. Once the bid due date or a mandatory pre-bid meeting has passed, additional Suppliers may not be added to the bidders list unless a second round is initiated or the existing RFP is cancelled and the bid process for the procurement in question is started over.
- 7.4. Except for energy efficiency programs funded by Eversource customers, as applicable, Eversource does not make any public announcement or public advertisement of its procurements nor are public sealed bid openings held. All such information is considered commercially confidential.
- 7.5. Non-competitive bid procurements may include the following:
 - 7.5.1. Purchase Orders or Contracts issued to federal, state or municipal government entities or organizations;
 - 7.5.2. Purchase Orders or Contracts issued for the primary purpose of making payments to parties other than Suppliers (i.e. - Energy Efficiency rebate programs);
 - 7.5.3. Purchase Orders or Contracts issued pursuant to federal, state or municipal regulation (i.e. – payments into a state fund required by the NERC, PURA, DPU or PUC);
 - 7.5.4. Purchases of upgrades to information technology applications or hardware already licensed

to Eversource companies and/or annual maintenance contracts for information technology applications or hardware already licensed to Eversource;

- 7.5.5. Purchases of items valued \$50,000 or less, or otherwise so low in value that the cost of obtaining competitive bids would be disproportionate to any savings that a competitive bid process might produce.
- 7.5.6. Purchases valued at more than \$50,000 for which a review of the marketplace reveals that there is only one viable Supplier who is technically and commercially capable of providing the good or service that is being procured by Eversource;
- 7.5.7. Purchases for which the Chairman, President & Chief Executive Officer, EVP and Chief Operating Officer, EVP and General Counsel, EVP and Chief Financial Officer, EVP Human Resources, EVP Customer and Corporate Relations or a member of the Board of Trustees has determined that the use of a particular supplier is necessary due to urgent business circumstances for strategic confidential or essential projects.
- 7.5.8. Purchase of hotel and/or restaurant services for storm restoration purposes.
- 7.5.9. Purchase of emergency storm restoration services from suppliers who are not currently under Contract with Eversource.
- 7.5.10. Materials which need to be purchased from a particular supplier or manufacturer due to mandates by Standards Engineering, Safety Department, or Tool Committee; original equipment manufactured replacement parts; multi-year alliance agreement already in place.
- 7.5.11. Purchases necessary to meet the needs of an Emergency as defined in 2.10.

8. BID RECEIPT

- 8.1 Competitive bids resulting from formal RFP's with a bid closing date are to be submitted and received as specifically required by the RFP. Any failure to comply with bid submission requirements may result in disqualification of the bid. All Bids submitted shall be held unopened, by or under the direction of the responsible Procurement Agent, until after the closing date.
- 8.2 Supplier proposals or quotations received for sole source purchases shall be sent directly to the responsible Procurement Agent via electronic or hardcopy.
- 8.3 All bidders shall be notified if a bid date is to be extended.
- 8.4 After the closing date, the Supplier proposals or quotations shall be opened and evaluated by or under the direction of the responsible Procurement Agent.
- 8.5 Bidders shall not submit revised or improved bids after the closing date unless authorized to do so by the responsible Procurement Agent or Procurement Management.
- 8.6 Procurement reserves the right to request additional bidder information at any time during the bid evaluation process.

9. DISQUALIFICATION OF BIDS

A bid may be disqualified for failure to comply with bid submission requirements. A bid may be disqualified for any reason deemed appropriate by the responsible Procurement Agent, including but not limited to those reasons

set forth at Section 4.5 above.

10. BID EVALUATIONS

- 10.1 It is the policy of Eversource to award Agreements to the bidder submitting the "best evaluated bid." The best evaluated bid is the lowest bid which will ensure quality, reliability, service and availability, or other pertinent factors and it may or may not be the lowest priced bid. The criteria for determining the "best evaluated bid" shall be established by the responsible Procurement Agent with the business procuring manager prior to opening the bids.
- 10.2 Procurement reserves the right, in its sole discretion, to rebid any RFP, to decline to award a contract under any RFP or to award a contract to any Supplier, as deemed to be in the best interests of any Eversource company or the Eversource system as a whole. In the event of a rebid, Procurement shall document this decision and retain it in the General File.
- 10.3 Procurement will notify the other bidders of their unsuccessful bid.

11. SOLE SOURCE TRANSACTIONS

- 11.1 Sole source transactions may be approved as exceptions to the competitive bid requirements where:
- (a) A review of the marketplace reveals that there is only one viable Supplier who is technically and commercially capable of providing the good or service that is being procured by Eversource; or
 - (b) The Chairman, President & Chief Executive Officer, EVP and Chief Operating Officer, EVP and General Counsel, EVP and Chief Financial Officer, EVP Human Resources, EVP Customer and Corporate Relations or a member of the Board of Trustees has determined that the use of a particular supplier is necessary due to urgent business circumstances for strategic confidential or essential projects.
- 11.2 For sole source purchases of more than \$50,000, it is the responsibility of the Requester to provide Procurement with a Sole Source requisition in Eversource's electronic ordering system. The Sole Source requisition must be approved by a Functional VP and contain, at a minimum, the following:
- (a) a detailed summary of the analysis used by the Requester to determine that there are no other viable or available sources of supply for the requested good or service; and
 - (b) A compelling business justification, including a detailed description of the project involved, the reason competitive bidding cannot be conducted and the efforts made to examine the qualifications of the requested sole source vendor to ensure that Eversource's business interests are adequately protected
- 11.3 Once the Requester submits a Sole Source Requisition, the Procurement Agent will review the request to ensure compliance with the criteria. Upon the Procurement Agent's review and approval, the Sole Source requisition will proceed to obtain approval from the responsible Procurement Manager, Functional VP, and Procurement Director. Procurement may reject any Sole Source transaction that does not meet the criteria set forth herein.
- 11.4 The Sole Source justification will be retained in the electronic ordering system as part of the requisition as part of the General File.
- 11.5. Procurement reserves the right to sole source or direct source purchases for equipment and materials that meet one or more of the following criteria: only one manufacturer approved by either Standards

Engineering, Tool Committee, or Safety Department; original equipment manufacturer (OEM) replacement parts.

12. TRANSACTION APPROVALS

12.1 Signature Authority

12.1.1 The authority levels for issuance of Orders are for the purpose of confirming that the requirements of this Policy have been met upon award of an Order. Financial approvals, as distinguished from Order approvals, are a prerequisite to issuance of an Order and are detailed in Eversource's Delegation of Authority Policy;
<https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Delegation%20of%20Authority%20Policy.pdf>

12.1.2 Pursuant to the Business Continuity Plan, Procurement Management may temporarily delegate authority level to other Procurement personnel.

12.2 Capital Approvals

Eversource Senior Executive Officers review and approve future capital investments pursuant to applicable capital project approval processes. These approvals shall be confirmed by the Procurement Director prior to approval of Contracts associated with existing projects or transactions valued at \$10 million or more.

13. TERMS AND CONDITIONS

13.1 Unless otherwise approved by Procurement Management, Eversource General Terms and Conditions shall be included in all RFP's and shall be integrated into all Contracts. Eversource General Terms and Conditions shall mean any of Procurement's Standard General Terms and Conditions or a standard form integrated contract, which includes such General Terms and Conditions.

13.2 Eversource's standard corporate payment terms are net thirty days from Eversource's receipt of the Supplier's invoice, except as otherwise required by law or as otherwise agreed by an authorized representative of Eversource.

14. CONTRACTOR SAFETY AND ENVIRONMENTAL POLICY

14.1 Contractor safety performance and contractor's demonstrated concern for the environment shall be part of the bid evaluation and contract negotiation processes where Contractors work on any facilities, properties or work sites owned or managed by Eversource. However, this policy may be modified with local management discretion when applied to incidental Contractors who generally have minimal effect on safety and the environment.

14.2. For work where Contractors will be present on any sites owned or managed by Eversource, Procurement includes the Eversource Contractor Work Rules during the bidding process and requires Contractors to acknowledge that they will abide by the language contained within that document. Business unit Addendums to the Work Rules may also be issued, where appropriate.

14.3 Eversource Energy has partnered with ISN Network and requires contractors that perform certain civil, electrical and testing services to be registered with ISN and to comply with the ISN Contractor Safety Program.

15. CERTIFICATES OF INSURANCE

- 15.1 Contractors working on any facilities, properties, or work sites owned or managed or legally accessible by Eversource (“Work on Site”) are required to provide current Certificates of Insurance (COI) with proper coverage and naming Eversource Energy and its affiliates as an additional insured prior to the commencement of work.
- 15.2 Eversource Procurement has contracted with a 3rd party Supplier to manage COIs obtained from contractors as applicable. Agents shall obtain a COI which meets the criteria set forth below prior to the approval of an Order for a new vendor or for work that requires insurance coverage that deviates from the standard coverage required for the work (negotiated insurance coverage). Otherwise, the Procurement Agent shall ensure a valid COI is on file and available with Eversource’s 3rd party COI Administrator provided by the earlier of: (i) seven (7) business days after the issuance of the Order; or (ii) prior to the commencement of work. In the case of emergency work, the COI shall be obtained as soon as reasonably practicable.
- 15.3 Upon receipt of a COI, the responsible Procurement Agent shall confirm that the COI:
- (a) reflects the required coverage and limits;
 - (b) includes required additional insured language;
 - (c) upload COI onto Eversource’s 3rd party COI Administrator’s portal
- 15.4 The type of insurance coverages and coverage limits required for an Order may be modified from the standard terms and conditions form requirements upon the approval of Director of Claims and Insurance or his/her designee, and by a Vice President of the business group for whom the services are being performed, in his/her sole discretion.
- 15.5 Procurement Agents are responsible to ensure orders have current insurance. Eversource’s 3rd party COI administrator is responsible for ensuring renewal COIs are maintained in their portal for Procurement Agents review and accessibility. In the event the COI Administrator is unable to obtain a renewal COI from a Supplier, the Procurement Agent is responsible for obtaining the renewal.

16. DOCUMENTATION AND RECORDS MANAGEMENT

- 16.1 All contractual commitments entered under the provisions of this Manual shall be documented by (i) an Agreement; (ii) an Order, General Terms and Conditions and Special Conditions, if applicable; or (iii) an Order and an integrated Agreement.
- 16.2 All transactions for services should be documented by an Order signed by authorized representatives of Eversource and the Supplier.
- 16.3 A General File shall be created and maintained for all services transactions and all other transactions with an original or revised value of \$50,000 or greater (including but not limited to solicited bids, and Request for Quotation package). The General File may be located in Procurement’s electronic sourcing and contracting system or electronic ordering system. General Files shall include, as applicable:
- (a) The RFP or sole source justification
 - (b) Supplier proposal(s);
 - (c) Bid evaluation and basis for award(s), if applicable;
 - (d) Other documentation necessary to support the award(s) (may include: commercial, Legal, and technical items);
 - (e) Agreement and related documents, Order, all Agreement Amendments, and Order Revisions.
- 16.4 General Files for Work On Site shall include, as applicable.

- (a) Certificate of Insurance;
 - (b) Contractor Work rules;
 - (c) Contract and/or Order signed by authorized representatives of Eversource and Supplier;
 - (d) A copy of letter of credit and/or performance bond, if applicable;
 - (e) Contractor residency and evidence of tax bond, if applicable.
- 16.5 General Files for orders of \$650,000 (or \$1,500,000 for construction projects) or more shall also include a Subcontracting Plan.
- 16.6 Procurement's designated electronic sourcing and/or document repository system shall be used for maintaining all Procurement records, except as otherwise provided herein.
- 16.7 IT Security Requirements, Hosted Services Requirements, Due Diligence Questionnaires (DDQ), as required by Corporate Information Security and the Records and Information Management Policy.
<https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Record%20and%20Information%20Management.pdf>

17. PURCHASE ORDER REVISIONS / CONTRACT AMENDMENTS

Requests for Order revisions and Agreement amendments shall be reviewed on a case by case basis and shall be subject to the same approval requirements as the original Order. Criteria for Order revisions and Contract amendments may include but are not limited to: outstanding invoices, market conditions, changes in project scope or availability of resources to support a rebid. Procurement Agents shall document the basis for Order revisions and Contract amendments in the general file.

18. CLAIMS RESOLUTION

All Claims under an Agreement, including those brought by Suppliers for additional compensation or potential claims identified by Eversource personnel, must be addressed in a timely manner and in accordance with the terms of the Agreement. Procurement Agents should immediately discuss any claims brought to their attention, with Procurement Management. If deemed necessary, by Procurement Management, the claim shall be forwarded to Legal and Claims and Insurance for further disposition.

19. PROCUREMENT ETHICS

- 19.1 The Director of Procurement and authorized delegates within Procurement are general agents and have authority to enter into a contract on behalf of the Company. All such agents have a duty to carry out their responsibilities in accordance with Company Policies, including the Conflict of Interest Policy and the provisions of this Manual;
<https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Conflict%20of%20Interest.pdf>
- 19.2 Eversource does not tolerate the acceptance by employees or their family members of entertainment or gifts during an open or active bidding process. Any entertainment or gift which may reasonably be perceived to be offered for the purpose of influencing the award of contracts to a particular supplier shall be refused. Eversource does not permit employees or their family members to accept any loan from Suppliers or their representatives under any circumstances. Procurement Agents shall promptly inform Procurement Management of any activity pursuant to this Section.
- 19.3 Occasional business meals with Suppliers are acceptable. However, Procurement Agents are permitted to accept meals with bidders during the contract negotiation process only if such meals are provided for the purpose of facilitating continued negotiations.

- 19.4 Advertising novelties or promotional items (i.e.: items displaying Supplier name and logo) of nominal value may be accepted on an occasional basis provided the item is distributed by the offering party in the normal course of business.
- 19.5 Supplier paid overnight business trips or any trip involving Supplier paid transportation and/or lodging shall not be accepted unless approved in writing by the Procurement Director upon a determination that such trip serves a valid business purpose and that no conflict of interest is present.
- 19.6 Procurement Agents shall avoid any situation that can cause actual, potential or perceived conflicts of interest. Procurement Agents shall disclose any such conflicts of interest to Procurement Management and shall provide all information necessary for any audit or investigation. Failure to disclose a conflict of interest or to cooperate with audits or investigations may result in disciplinary action.
- 19.7 Procurement Agents shall not disclose Supplier lists and/or contact information for any non-business related purpose without prior Procurement Management approval.

20. COMPLIANCE^[WC1]

- 20.1 Eversource must comply with all applicable Codes of Conduct. Procurement personnel shall conduct all internal and external procurement transactions in compliance with these Codes, as found in the Code of Conduct Policy;
https://eversourceenergy.sharepoint.com/sites/Compliance/Shared%20Documents/Code_of_Business_Conduct.pdf
- 20.2 Supplier Compliance: All Suppliers are required to comply with all applicable laws and the Supplier's Code of Conduct. <https://www.eversource.com/content/docs/default-source/pdfs/supplier-code-conduct.pdf>
- 20.3 NERC-CIP Compliance for Bulk Electric Systems (BES) and Cyber Systems Procurements: For all equipment and services that may be supplied by a prospective supplier to be used for Eversource's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013, such suppliers shall be required to be comply with North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013.

21. CONFIDENTIAL INFORMATION

The procurement process may require the exchange of Confidential Information belonging to the company or a Contractor. To ensure that Confidential Information is properly secured, all Eversource General Terms and Conditions include provisions for the protection of Confidential Information. Where additional protections are appropriate, additional documentation such as confidentiality agreements, IT security requirements and Corporate Information Security Risk Questionnaires (CISRAQ) shall be required, in compliance with the Record and Information Management Policy;
<https://eversourceenergy.sharepoint.com/sites/PoliciesProcedures/Corporate%20Policies/Record%20and%20Information%20Management.pdf>

22. EXCEPTIONS

It is recognized that full compliance to all of the requirements contained herein may not be practical or even desirable in all situations. In any case where a compelling business need has been demonstrated, the Director of Procurement or the Vice President, Supply Chain, Environmental Affairs & Property Management in his/her sole discretion, may approve an exception to some or all of the requirements of this Manual. In such case, the Procurement Agent shall document the basis for and the approval of the exception and retain the documentation in the General Files.



POLICY AND PROCEDURE MEMORANDUM

Eversource Energy Service Company Statement of Procurement Objectives, Policies and Procedures

PURPOSE

To provide a formal Statement of Procurement Objectives, Policies and Procedures and to provide such additional statements as may be necessary from time to time to clarify and support the formal statement.

SCOPE

This Statement applies to all subsidiaries Eversource Energy (collectively "Company").

POLICY

It is important that all key employees become familiar with Company procurement policies and support them fully. This Statement is a public document and available to suppliers upon request.

The Statement of Procurement Objectives, Policies and Procedures is necessarily broad in its language. If additional procedures are necessary to meet specific business needs of the Company, such procedures may be issued as the need arises.

STATEMENT OF PROCUREMENT
OBJECTIVES, POLICIES AND PROCEDURES
BY
EVERSOURCE ENERGY SERVICE COMPANY
PROCUREMENT

On behalf of Eversource Energy companies:

The Connecticut Light and Power Company

Western Massachusetts Electric Company

Public Service Company of New Hampshire

Yankee Gas Services Company

NSTAR Electric Company

NSTAR Gas Company

and other Eversource Energy subsidiaries

EVERSOURCE ENERGY SERVICE COMPANY**STATEMENT OF PROCUREMENT****OBJECTIVES, POLICIES AND PROCEDURES****I. Introduction**

Eversource Energy Service Company provides the necessary procurement services for itself and as agent for The Connecticut Light and Power Company, Public Service Company of New Hampshire, Western Massachusetts Electric Company, Yankee Gas Services Company, NSTAR Electric Company, and NSTAR Gas Company, each of which is doing business as Eversource Energy (collectively "Eversource Energy" or the "Company"). The information contained in this Statement is intended to be informative and accurate. However, Eversource Energy reserves the right, without notice, to deviate from or amend the procedures and policies described herein as particular circumstances, in its sole judgment, warrant.

II. Objectives

The ultimate objective of the Company is to safely, reliably and economically deliver energy to their customers. Certain of the Company entities also provide energy for their customers pursuant to the statutory and regulatory requirements of each state. To this end, Eversource Energy's procurement function is designed to fulfill the requirements of the Company entities for a continuing, reliable supply of equipment, materials and supplies, construction and services at the lowest costs which will ensure quality, reliability, emphasis on safety and environmental stewardship, service, and availability.

The procurement function is centralized in the Supply Chain Organization, and is headed by a Director ("Procurement"). In providing such procurement services for the Company, Procurement has the following objectives:

- A. To maintain the resources and skilled, commercially and technically oriented personnel necessary to provide effective and economical procurement services to the Company;
- B. To procure goods and services from a qualified, diverse supplier base at the lowest evaluated cost to individual companies and the Company as a whole, which will ensure safety, quality, reliability, service and availability, and that any such goods and services are in the required place, in the required quantity, at the required time;
- C. To effect economies of scale by promoting standardization, to the extent practicable, of methods, materials and supplies across the Company as a means of minimizing costs and inventories;
- D. To make every reasonable effort to assure reliable and competitive sources to meet requirements;
- E. To furnish timely information to management and appropriate departments concerning market conditions and trends, and the probable effect on supply and prices;
- F. To provide support to Materials Management in controlling inventories of regularly stocked items and other items in the Company's custody or under its supervision in

such a way as to maintain levels that are economical, while maintaining the ability to meet emergency demands;

- G. To obtain the maximum benefit to the Company from surplus or salvaged plant, equipment or material, either from reuse or sale, and to obtain the highest possible return when disposing of scrap materials;
- H. To contract for the proper disposal of hazardous wastes in accordance with applicable regulations;
- I. To be alert to changing technology, new or improved products or methods, and environmental and safety concerns and requirements;
- J. To keep abreast of developments in purchasing methods and techniques which may be advantageously adapted to its function;
- K. To conduct all procurement activities in such manner as to preserve and promote the reputation of the Company for integrity and fair dealing; and
- L. To attain the foregoing objectives at minimum cost through appropriate training and effective management.

III. Exceptions

This Policy does not apply to the following purchases, which are authorized pursuant to other applicable Company policies and procedures:

- A. Fuel Purchases;
- B. Wholesale gas or energy supplies;
- C. Purchases for certain unregulated affiliates; and
- D. Legal services, Government Relations services, Human Resources and Employee Benefits, Advertising Services and Crisis Communications for Corporate Communications and other non-Purchase Order transactions.

IV. Procurement Policies and Procedures

- A. Procurement is responsible for the proper conduct and conclusion of all contract negotiations in connection with procurement activities for the Company, including qualification of suppliers, obtaining bids, bid evaluation, negotiation of contract terms, supplier performance evaluation and attending to all other commercial aspects of the procurement process.
- B. Suppliers' representatives are encouraged to register online at www.eversource.com. Suppliers may also express interest in doing business with Eversource Energy by calling 860-665-2222.

Potential suppliers may be invited to meet with Procurement Agents in order to provide additional information regarding products and services.

- C. It is the policy of Eversource Energy to encourage and maintain competition for its business. Bids are solicited from as many qualified sources as are considered necessary to realize the objectives both of procuring requirements at the lowest evaluated costs to individual companies and the Company as a whole, consistent with reliability, quality, service and availability, and of having such requirements available at the required place, in the required quantity and at the required time. It is the general practice of Eversource Energy to invite a minimum of three (3) potential bidders to respond to a competitive bid solicitation, unless a reasonable investigation performed by Procurement fails to yield three or more viable bidders.
- D. Diverse Suppliers, defined as Small Business (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service Disabled Veteran Businesses (SDVB), Veteran Owned Small Businesses (VOSB), Historically Underutilized Business Zone Businesses (HUBZ), Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) are to be provided the "Maximum Practicable Opportunity" to provide goods and services to the Company. All Procurement Agents shall proactively identify and qualify Diverse Suppliers, in collaboration with the Supplier Diversity Manager, which may include Suppliers from outside the Company's geographic service territory. In all cases where a qualified Diverse Supplier is identified for a particular commodity, such Diverse Supplier should be included on the bid list. These suppliers are to be provided the opportunity to meet with Procurement employees and the Supplier Diversity Manager and shall be evaluated on the same basis as all other suppliers.
- E. A prospective supplier may be qualified to receive an invitation to bid upon satisfying Eversource Energy of its financial stability, integrity and capability of supplying a product or service which will meet Eversource Energy's requirements.

Many products or services offered by new sources and presented as equivalent to those in general use are investigated by a Standards Engineering Group or other qualifying authority as appropriate and approved or disapproved for use in the Company in collaboration with Procurement.

Notwithstanding product or service approvals by other departments, Procurement, after consultation with business partners, has the final

responsibility for determining whether or not a prospective supplier is to be invited to bid on any specific procurement.

Suppliers may be disqualified from a particular procurement or from doing business with the Company for reasons deemed appropriate by the Company, in its sole discretion, including but not limited to:

1. Failure to comply with Eversource Energy's Supplier Code of Conduct
2. Failure to meet technical or commercial requirements;
3. Unsatisfactory safety record;
4. Unsatisfactory environmental record;
5. Failure to perform services and/or product failure;
6. Failure to participate in or meet bid requirements, including providing required information, documentation, and/or attending pre-bid meetings, and/or responding to invitation to bid;
7. Unprofessional conduct or unsatisfactory business relations;
8. Supplier's own request to be removed; and/or
9. Failure to meet Eversource Energy's IT requirements.

F. Bidder information and procurement information is treated by the Company as commercially confidential information. Except for energy efficiency programs funded by Company customers, as applicable, Eversource Energy generally does not make any public announcement or public advertisement of its procurements nor are public sealed-bid openings held.

G. The procurement methods employed by Eversource Energy in providing procurement services for the Company vary with circumstances, the nature of the item being purchased and the value of the transaction. The methods most commonly used and the considerations which determine the conditions under which each method is used are as follows:

1. Competitive Bid Solicitation

a. Electronic

The procedure employed for significant procurements, except for those described below under "Non-competitive Bid Procurements", consists of a competitive bid solicitation procedure, initiated by electronic communication addressed to qualified suppliers, containing all pertinent specifications, terms and conditions, and instructions, and inviting a bid. The bids received are then evaluated to determine which most fully meets the bid requirements. Contract awards issued are based upon the supplier(s) submitting the best evaluated bids. It is Eversource Energy's policy to treat all bids submitted as confidential and to make their contents available only to authorized and responsible Company personnel.

b. Verbal

When delivery time is an important consideration, procurements may be based on bids solicited by telephone or other personal contact from qualified sources. The general treatment of such bids is similar to that described in paragraph (1.a) above.

2. Non-competitive Bid Procurements

Under certain circumstances, Eversource Energy may make procurements without using the competitive bid solicitation procedure to obtaining competitive bids, including, without limitation:

- a) Purchase Orders or Contracts issued to federal, state or municipal government entities or organizations;
- b) Purchase Orders or Contracts issued for the primary purpose of making payments to parties other than Suppliers (i.e. - Energy Efficiency rebate programs);
- c) Purchase Orders or Contracts issued pursuant to federal, state or municipal regulation (i.e. – payments into a state fund required by the NERC, PURA, DPU or PUC);
- d) Purchases of upgrades to information technology applications or hardware already licensed to Eversource Energy Affiliates and/or annual maintenance contracts for information technology applications or hardware already licensed to Eversource Energy;
- e) Purchases of items valued \$50,000 or less, or otherwise so low in value that the cost of obtaining competitive bids using the competitive bid solicitation procedure would be disproportionate to any savings that a competitive bid process might produce.
- f) Purchases valued at more than \$50,000 for which a review of the marketplace reveals that there is only one viable Supplier who is technically and commercially capable of providing the good or service that is being procured by Eversource Energy;
- g) Purchases for which the Chief Executive Officer, EVP and Chief Operating Officer, SR VP and General Counsel, EVP and Chief Financial Officer, EVP and Chief Administrative Office, SR VP Human Resources, SR VP Corporate Relations or a member of the Board of Trustees has determined that the use of a particular supplier is necessary due to urgent business circumstances for strategic confidential or essential projects.
- h) Purchase of hotel and/or restaurant services for storm restoration purposes.

- i) Purchase of emergency storm restoration services from suppliers who are not currently under Contract with Eversource Energy.
 - j) Materials which need to be purchased from a particular supplier or manufacturer due to mandates by Standards Engineering, Safety Department, or Tool Committee; original equipment manufactured replacement parts; multi-year alliance agreement already in place.
- H. Agreements for the provision of goods, materials, equipment and/or services are typically set forth in a document(s) which includes: (a) the Purchase Order or Contract; (b) the applicable General Terms and Conditions and the Supplier Code of Conduct; (c) the Special Terms and Conditions, if any; (d) the scope of work or specification; (e) any applicable Safety and Environmental documents; and (f) any other relevant documentation (i.e. – Supplier's proposal, performance security instruments, insurance certificates, confidentiality agreements, etc.,) In every instance, the agreement shall be signed by an authorized representative of Procurement.

A supplier taking exception to any statement or provision of a purchase order or contract issued by Procurement is expected to make the fact known promptly by letter or electronic communication prior to the earlier of (i) the signature of the supplier; or (ii) the commencement of work. Changes or modifications to any purchase order or contract shall be effective only upon revision or amendment to the purchase order or contract signed by an authorized representative of Procurement.

1. Purchase Orders/Contracts

The purchase order or contract form is a numbered form generally used to initiate a purchase which may include a description of the materials, equipment or services to be procured, the quantities, prices, discounts, delivery point, delivery dates, the delivery address, the billing address, agent's name, and other pertinent information.

2. Contracts

For complex or large procurements, such as for capital construction projects, large pieces of equipment, and maintenance requirements for more than a multi-year period, a formal contract may be entered into, in association with a purchase order or contract form. The types of contracts most frequently written are: unit price; lump sum; cost-plus incentive-fee; and cost-plus-fixed-fee or percentage of cost but with maximum price stipulated. The type selected for any specific procurement is usually dependent upon the nature of the work contemplated and the completeness of the specifications available at the time of bidding. Performance assurance and risk sharing provisions are sometimes incorporated. Other provisions reflecting the judgments of Eversource Energy and the contractor as to the stability of conditions which could affect costs during the term of the contract may be considered and incorporated in contracts.

Eversource Energy customarily reserves the right, in its agreements with contractors, to approve or disapprove of any subcontractors selected for the principal trades, and of any subsequent changes in the subcontractor list.

- I. It is the general policy of Eversource Energy to award purchase orders and contracts to the bidder submitting the "best evaluated bid." The best evaluated bid is the lowest bid which will ensure quality, reliability, emphasis on safety and environmentally sound practices, service and availability, and it may or may not be the lowest-priced bid. Such factors as the manufacturer's service on its products, reliability of products in service, price, escalation provisions, any special terms or conditions proposed by the bidder, payment schedule, delivery, engineering and operating characteristics, supplier's past performance record (especially with regards to safety), estimated costs of ownership and operation, and any other considerations which, in the opinion of Eversource Energy, are relevant are taken into account in arriving at the best evaluated bid.

Notwithstanding this general policy, Eversource Energy may undertake negotiation as described in paragraph G (1) above, if, in its opinion, all bids as submitted are unacceptable or if there is reason to believe that negotiation with one or more of the bidders might be expected to result in improving the overall terms of the procurement.

- J. In order to take advantage of the efficiencies associated with global procurement, it is now the policy of Eversource Energy to procure products that provide it with the lowest total cost of ownership, without regard to whether they are manufactured domestically or internationally. Prior to purchasing products manufactured internationally, Procurement, along with business units and/or the Standards Engineering group, as appropriate, must conduct a commercially reasonable evaluation, taking into account any special factors attendant upon international procurement.
- K. Eversource Energy has no special procurement policies or restrictions relating to regional, state, or local suppliers. All suppliers for a particular procurement shall be evaluated on the same criteria.
- L. Eversource Energy Service Company, acting as agent for the Company Affiliates, has submitted a sub-contracting plan to General Services Administration (GSA). This plan outlines Eversource Energy's policy on locating and doing business with Small and Diverse Suppliers (SB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service Disabled Veteran Businesses (SDVB), Veteran Owned Small Businesses (VOSB) and Historically Underutilized Business Zones (HUBZ).
- M. Eversource Energy does not tolerate the acceptance by employees of entertainment or gifts which may influence the award of contracts to a particular supplier nor does it allow employees to accept any loan from suppliers or their representatives.
- N. Eversource Energy strives to carry out its procurement activities in conformity with the highest ethical standards of the purchasing profession and in such manner as to preserve and promote the reputation of the Company for integrity and fair dealing. Accordingly, it endorses the Principles and Standards of

Purchasing Practices advocated by the Institute for Supply Management™ (attached hereto) as a guide for its procurement personnel.

- O. Eversource Energy complies with all applicable laws and expects its suppliers to do the same. It has no knowledge of any federal or state law which might cause it to change its procurement policies as herein stated.
- P. Eversource Energy expects its suppliers to abide by its Supplier Code of Conduct to ensure fairness in business practices and ethical behavior and compliance with laws, in order to support Eversource Energy's commitment to high standards and superior customer service. This document can be found at www.eversource.com

**PRINCIPLES AND STANDARDS
OF
ETHICAL SUPPLY MANAGEMENT CONDUCT**
Advocated by
INSTITUTE FOR SUPPLY MANAGEMENT™

Loyalty To Your Organization
Justice To Those With Whom You Deal
Faith In Your Profession

From these principles are derived the ISM standards of supply management conduct.

1. Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.
2. Demonstrate loyalty to the employer by diligently following the lawful instructions of the employer, using reasonable care and granted authority.
3. Avoid any personal business or professional activity that would create a conflict between personal interests and the interests of the employer.
4. Avoid soliciting or accepting money, loans, credits or preferential discounts and the acceptance of gifts, entertainment, favors or services from present or potential suppliers that might influence, or appear to influence, supply management decisions.
5. Handle confidential or proprietary information with due care and proper consideration of ethical and legal ramifications and governmental regulations.
6. Promote positive supplier relationships through courtesy and impartiality.
7. Avoid improper reciprocal agreements.
8. Know and obey the letter and spirit of laws applicable to supply management.
9. Encourage support for socially diverse practices.
10. Conduct supply management activities in accordance with national and international laws, customs and practices, your organization's policies and these ethical principles and standards of conduct.
11. Develop and maintain professional competence.
12. Enhance the stature of the supply management profession.

WE SUBSCRIBE TO THESE STANDARDS

Supplier Code of Business Conduct



Introduction

At Eversource we value the relationships we have with our suppliers.

Eversource shares the following core values with the intent of providing business standards for suppliers who desire to conduct business with us:

- Maintain and adhere to the highest ethical standards.
- Comply with all federal, state and local laws and regulations, as well as all company policies and procedures, including this Code.
- Embed safety in every aspect of work performed.
- Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity.
- Avoid any and all conflicts of interest, as well as the appearance of such.
- Keep property, resources and information secure, including non-public Eversource shareholder, customer, and employee information.

Because we place such a high priority on ethical and legal conduct, we require all suppliers to read, understand, acknowledge and comply with our Supplier Code of Business Conduct. As an Eversource supplier, you are expected to apply these business standards in all dealings with, and on behalf of, Eversource. You will be fully responsible for ensuring that any employees, subcontractors, agents or other third parties that you employ in your work for Eversource, as permitted by your agreement with Eversource, act consistently with these business standards.

Failure to conduct business in a manner that meets these standards could result in a termination of the supplier relationship.

Supplier Code of Business Conduct

Conducting Business with Eversource

Eversource requires all Suppliers to comply with the following business standards.

For purposes of this Supplier Code of Business Conduct, “suppliers” refers collectively to any business, company, corporation, person or other entity that sells, or seeks to sell, any kind of goods or services to Eversource. This also includes the supplier’s employees, agents and other representatives that may also be referred to as vendors, contractors, subcontractors, contingent workers and/or their agents and employees.

General Compliance

Suppliers must conduct business in accordance with the highest ethical standards and with integrity, honesty, fairness, safety, respect, and in compliance with all applicable laws and regulations.

Insider Trading

Suppliers are prohibited from buying or selling Eversource shares while in possession of material, non-public information about the company. Suppliers are also prohibited from sharing such “insider” information with anyone outside the company unless expressly authorized by Eversource and only after appropriate nondisclosure and other arrangements to protect the information have been made with Eversource. In addition, if suppliers are aware of material, non-public information about any other company (including Eversource’s customers, suppliers, vendors or other business partners) obtained by virtue of interaction with Eversource, then the supplier may not buy or sell that company’s securities or engage in any other action to take advantage of that information, including passing that information on to others.

Anti-Trust

Suppliers must conduct business in compliance with all applicable anti-trust and fair competition laws and avoid pricing discrimination and unfair trade practices, and are prohibited from conducting business in a manner that restricts fair competition.

Tax Evasion

Suppliers are prohibited from taking any action in the conduct of their business for, or on behalf of, Eversource to evade payment of state and federal taxes as required by law.

Conflict of Interest

As an Eversource Supplier, you must not enter into a financial or any other relationship with an Eversource employee that creates any actual, potential or perceived conflict of interest. Suppliers should understand that a conflict of interest arises when the personal interests of an individual are inconsistent with the responsibilities of his/her work with the company. Giving and receiving business gifts and entertainment can create a sense of obligation or appearance of favoritism. Such exchanges may also violate Eversource Policy or the law. Suppliers must not provide gifts, entertainment, or preferential personal treatment or services with the intent to, or that could, influence or create the appearance of influencing decision-making by Eversource employees, customers or business partners.

All such conflicts must be disclosed and corrected. Even the appearance of a conflict of interest can be damaging to Eversource and to the Supplier, and must be disclosed and approved in advance by Eversource Procurement management and the Chief Compliance Officer. To disclose any conflict of interest, contact the Procurement office at procurement@eversource.com or the Corporate Compliance Hotline at 855-832-5552 or www.eversource.ethicspoint.com.

Supplier Code of Business Conduct

Affiliate Businesses

Suppliers will comply with all laws and regulations governing utility interactions by and between affiliate companies to ensure that its actions do not provide an unfair competitive advantage, preferential treatment or improper subsidy to Eversource's non-utility subsidiaries. Suppliers will refrain from exchanging, communicating or disclosing any competitively sensitive information between Eversource affiliates unless expressly authorized by Eversource.

Political Contributions or Charitable Donations

As an Eversource supplier, you are not authorized to make any type of political contribution or charitable donation on Eversource's behalf.

Unauthorized Lobbying

As an Eversource supplier, you are not authorized to undertake any type of lobbying or other similar representative efforts on Eversource's behalf before any kind of government entity, official or body or representative without the express written consent of Eversource's Government Affairs Group.

Foreign Corrupt Practices

Suppliers must conduct their business in strict adherence to the Foreign Corrupt Practices Act, which regulates certain business transactions with foreign governments and their agents. Accordingly, Eversource suppliers are prohibited from making improper payments to, or for the benefit of, officials of foreign governments for or on behalf of Eversource. A payment is improper if it is given or promised with the intent of obtaining or retaining business, or it is given or promised to influence a foreign official to do something to benefit the company that he or she would not ordinarily do. All financial transactions with foreign governments must be reported clearly and completely, particularly transactions involving the expenditure of funds. Failure to properly report and account for any gift or expense incurred to benefit a foreign official may subject the supplier to civil or criminal penalties.

Protecting Eversource Assets

Company Assets

Suppliers are responsible for protecting the company's intellectual, physical and financial assets from loss, damage, misuse, theft, fraud or embezzlement. Eversource relies on suppliers' vigilance to protect some of its most valuable intangible assets, such as proprietary information, a good reputation and the trust of regulators.

Anti-Fraud

All suppliers' activities should be conducted with honesty and integrity. Suppliers are prohibited from engaging in theft, misappropriating money or property, deliberately misstating or changing accounting or financial statements and reports, or otherwise engaging in fraudulent activity.

Anti-Money Laundering

Suppliers are expected to cooperate fully with the efforts of law enforcement agencies to prevent, detect and prosecute money laundering. Money laundering, the act of disguising the source of money generated through illegal activities so that it resembles legitimate income, is a serious crime often connected with drug trafficking, embezzlement or financing terrorism.

Computer Software and Electronic Communications

Suppliers may not improperly use or duplicate proprietary computer software or any other intellectual

Supplier Code of Business Conduct

property. Suppliers who have legitimate access to such material are expected to ensure that it is not used improperly, as well as not obtained by individuals who have no business need for the material.

Eversource policy and/or federal, state and local laws prohibit suppliers from knowingly creating, transmitting, retrieving, printing, storing, accessing or attempting to access certain information using Eversource technology, including but not limited to inappropriate, offensive or sexually explicit websites.

Access to Eversource electronic systems are provided to suppliers solely for use in transacting business for or on behalf of Eversource.

Cyber Security

Eversource reserves the right, without notice, to monitor the use of its computer systems.

Suppliers are expected to safeguard Eversource system integrity and confidentiality by protecting passwords, taking precautions against intrusion by computer viruses from the internet, email, and unauthorized software, and by preventing unauthorized persons from obtaining access to Eversource systems. Additionally, suppliers are expected to comply with all provisions of software and other license agreements Eversource has with third parties.

Suppliers are expected to understand their responsibilities for cyber security by completing all required training and by exercising sound judgment when using Eversource systems including not clicking on unsolicited emails and attachments, using strong passwords and following all Eversource IT Security policies and procedures.

Intellectual Property

Suppliers are expected to protect intellectual property assets and rights (including patents, trademarks, and other proprietary information relating to Eversource's operations or technologies) by limiting public discussion and dissemination except as required for business and with proper authorization from Eversource. Inventions and creative works developed in the course of supplier's work for or on behalf of, and in certain cases at the end of, a supplier's engagement with Eversource, are the sole property of Eversource unless otherwise agreed to in writing.

Records and Retention

All business records, including time sheets, expense accounts, financial and research reports, market information, sales reports and tax reports prepared in connection with Eversource's business must accurately reflect transactions and events and conform both to generally accepted accounting principles and to internal Eversource controls. Further:

- No entry may be made in any record that intentionally hides or disguises the true nature of a transaction.
- All Eversource information related to a given subject is to be preserved when the supplier is notified of pending litigation or issued a "legal hold" order by Eversource.
- Except as required under a "legal hold" order, Eversource records are to be discarded in accordance with Eversource's standard records retention schedule.
- Suppliers are prohibited from altering, removing or destroying Eversource documents or records in violation of Eversource policies, including specifically if covered by a legal hold.

Supplier Code of Business Conduct

Confidential, Proprietary and Non-Public Information

Eversource relies on individuals to protect proprietary information and all other confidential information. Proprietary information is defined as information not in the public domain pertaining to company business—including financial, technical and commercial materials or data, whether it belongs to Eversource, its customers or suppliers. All proprietary information should be treated as confidential. Suppliers are prohibited from sharing proprietary information, unless expressly authorized by Eversource and only after appropriate non-disclosure and other arrangements to protect the information have been made with Eversource. Likewise, confidential and personal information pertaining to Eversource customers, employees and shareholders (such as Social Security numbers and banking information) should only be accessed as required for Eversource business purposes, and with proper authorization from Eversource, and must be safeguarded to ensure their privacy and non-disclosure.

Eversource Work Environments

Safety

Eversource is committed to managing its businesses and conducting operations in a manner that promotes safety for all individuals involved in its business, customers, and the public. Each supplier is responsible for knowing and observing the safety rules and practices applicable to specific job responsibilities and for taking precautionary measures to protect others, including Eversource customers and the public. Accidents, injuries, hazards and unsafe activities and/or conditions should be reported promptly to the supplier and to the appropriate Eversource representative.

Diversity and Inclusion

Eversource seeks to create an inclusive environment where diverse ideas are communicated openly, directly and honestly; every individual is a respected and valued contributor; and differences are welcomed, understood and drawn upon to support all aspects of its business. Eversource expects all suppliers to actively work to develop and retain a diverse workforce and be committed to diversity with respect to their own suppliers.

Drugs and Alcohol

The use, possession, distribution, sale or purchase of drugs or alcohol while on the job for, or on behalf of, Eversource is strictly prohibited.

The off duty use, possession, distribution, sale or purchase of illegal drugs, the abuse of legal drugs or controlled substances, and the misuse of alcohol is strictly prohibited if it affects the supplier's work performance. Such activities adversely affect job performance, jeopardize the safety of others, including Eversource employees, customers, suppliers and the public, and undermine government and public confidence in Eversource and the supplier.

Workplace Violence

Any acts of physical intimidation, assaults or threats of violence against another person, including Eversource employees, customers, and the public, or the destruction of Eversource or personal property, are strictly prohibited. Suppliers may not possess weapons on Eversource property. Suppliers may not store a weapon in any Eversource vehicle, regardless of its location, or store a weapon in a personal vehicle while on Eversource property.

Supplier Code of Business Conduct

Discrimination

Suppliers must provide fair treatment and equal employment opportunities for all candidates for employment irrespective of a candidate's race, color, religion, national origin, ancestry, sex, marital status, gender identity, age, handicap (disability), sexual orientation, genetics, active military or veteran status, or other characteristic protected by local, state or federal law. All supplier job applicants for work on behalf of Eversource must be evaluated based on qualifications and demonstrated skills and achievements without regard to race, color, gender, national origin, age, religion, disability, veteran status, sexual orientation, marital status, ancestry or other protected classification.

Discriminatory Harassment including Sexual Harassment

Eversource is committed to a workplace that is free of all forms of discriminatory harassment, including sexual harassment. Discriminatory harassment, including harassment on the basis of race, color, religion national origin, ancestry, sex, marital status, gender identity, age, handicap (disability), sexual orientation, genetics, active military or veteran status, or other characteristic protected by local, state or federal law is unlawful and will not be tolerated.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that tends to create a hostile or offensive work environment is sexual harassment. Sexual harassment is unlawful and will not be tolerated.

Retaliation against an individual who has made a complaint concerning discrimination, discriminatory harassment, including sexual harassment, or against individuals cooperating with an investigation of a discrimination or harassment complaint, is also unlawful and will not be tolerated.

Sustainability

Eversource is committed to sustainability principles that guide how we develop and provide energy solutions for our customers in a manner that is good for people, protects our environment and rewards our shareholders. Within this framework we examine what we do – our operations, our supply chain and our product's end use – and seek better solutions to the economic, environmental and societal needs we face. Our suppliers must similarly work collaboratively in support of our sustainability objectives within the scope of their engagement.

Eversource and Communities

Representing Eversource

Eversource is committed to provide accurate, consistent, and timely communication to employees, suppliers, customers, community and government officials, and the general public.

All suppliers who communicate with the public in the normal course of business, whether in the field or on the phone, should be friendly, polite, respectful, and mindful of their role as a company representative. Suppliers should always advance customer concerns for resolution if they can't resolve the issue on their own.

Eversource Corporate Relations organization is responsible for all public statements, news releases, internal and external publications and any graphic representations, including company logos and photos, issued by the company.

Any supplier who is contacted by a member of the media for an official company response should immediately notify the Media Relations organization within Corporate Relations. Media Relations will

Supplier Code of Business Conduct

determine the appropriate company response, respond to media requests, and determine the appropriate company representative for media interviews, government, regulatory, and community meetings, discussions, or events.

Environmental Regulation

Suppliers must be committed to environmental compliance, stewardship, leadership and accountability. Suppliers must be environmentally responsible in all business decisions and operations for or on behalf of Eversource. Suppliers must follow the letter and spirit of the environmental protection laws and ensure Eversource procedures are strictly followed with respect to the environment of the communities Eversource serves.

Questions and Guidance

The Supplier Code of Business Conduct is not intended to be an all-inclusive catalog of compliance and ethical practices, but is rather a framework that describes Eversource's intent to mandate and guide ethical conduct for all suppliers conducting business with and for Eversource. No waivers of the provisions of the Supplier Code of Business Conduct may be granted without the review and approval of Eversource's Chief Compliance Officer.

Suppliers should direct questions concerning the Supplier Code of Business Conduct to their management, their Eversource business contact, the Eversource Procurement Department at procurement@eversource.com or the Eversource Chief Compliance Officer, 107 Selden Street, Berlin, CT 06037.

Reporting Supplier Code of Business Conduct Violations

Eversource expects its suppliers to follow the standards outlined in this code by promptly reporting any situation that violates, or an individual that a supplier reasonably believes in good faith violates, any law, regulation, rule, or this Code to the Eversource Chief Compliance Officer.

Complaints, including anonymous filings may also be made through Eversource's Corporate Compliance Hotline at 855-832-5552 or www.eversource.ethicspoint.com.

Consequences for Violations

Failure to conduct business in a manner that meets the standards of this code could result in a termination of the supplier relationship. Under some circumstances, action may include referral to law enforcement authorities.

Retaliation

Retaliation by anyone for any reason, regardless of level or position, against an individual who raises a compliance or ethics issue in good faith, or engages in any other activity protected by law will not be tolerated and may result in termination of the supplier relationship.

Publication date: August 28, 2017

For Outside Counsel Expenses related to Docket No. DE 19-057:

Starting in December, 2017, the Company conducted an RFP to select outside counsel for the rate case in anticipation of a potential rate case filing in 2018. The RFP was sent to four law firms and three of the firms elected to bid. The firm Keegan Werlin submitted its proposal on January 4, 2018. The responses were reviewed and scored, with Keegan Werlin's proposal deemed to be the most advantageous. A copy of the Keegan Werlin bid is included here.

Keegan Werlin's proposal included a number of pricing arrangements. By email dated February 15, 2018 from the Company's attorney, Robert Bersak, to Dan Venora of Keegan Werlin, Keegan Werlin was informed that it had been selected as counsel, and that the Company had chosen to select the hourly rate discount option offered by Keegan Werlin as part of its bid. Keegan Werlin was also provided the necessary billing information at that time. There was no separate contract for services beyond the confirmation of the Keegan Werlin bid. Though the rate case filing was ultimately delayed until 2019, the arrangement with Keegan Werlin was carried forward to the new filing date.

From: [Robert A. Bersak](#)
To: [Robert A. Bersak](#)
Cc: [Eric H. Chung](#)
Subject: REQUEST FOR PROPOSALS -- Legal Services for Public Service Company of New Hampshire d/b/a Eversource Energy General Rate Case Proceeding
Date: Friday, December 15, 2017 12:32:07 PM
Attachments: [RFP - Legal Services - 2018 PSNH Rate Proceeding.pdf](#)
Importance: High

Public Service Company of New Hampshire d/b/a Eversource Energy desires to obtain legal services to represent it in a potential general rate case proceeding in 2018 before the New Hampshire Public Utilities Commission.

Attached, please find a copy of Eversource's formal Request for Proposals to perform this work.

As noted in the RFP, proposals are due by the close of business, 5:00 p.m. EDT, on Thursday, January 4, 2018.

If you have any questions regarding this RFP, please do not hesitate to ask. Substantive responses to any questions will be shared with all potential bidders.

We hope that you are ready, willing, and able to review this RFP and to provide proposals for our review.

Please let me know via email reply that you have received this solicitation.

Thank you for your time and consideration.

BOB

ROBERT A. BERSAK

Chief Regulatory Counsel | Eversource Energy

780 N. Commercial St. | P.O. Box 330 | Manchester, NH 03105-0330

603-634-3355 | Fax 603-634-2438 | Robert.Bersak@Eversource.com



REQUEST FOR PROPOSALS

**Public Service Company of New Hampshire
d/b/a Eversource Energy**

Distribution Rate Case Legal Services

December 15, 2017

A. Introduction

Eversource Energy Service Company (“EESCO”), as agent for Public Service Company of New Hampshire, d/b/a Eversource Energy (“PSNH”, “Eversource”, or “the Company”), is seeking proposals to provide the Company with legal services for a potential rate case filing which it currently intends to submit to the New Hampshire Public Utilities Commission (“NHPUC”) in 2018 for temporary and permanent rate relief. Legal representation is needed to prepare, litigate, and brief the Company’s rate case proceeding through to its completion.

PSNH is a wholly-owned operating subsidiary of Eversource Energy. PSNH serves approximately 525,000 customers across the state of New Hampshire and is the state’s largest utility. PSNH’s last distribution rate case was filed in 2009 and resolved through settlement in 2010.

B. Scope of Services

The Company is preparing to file a request for base-rate relief that is expected to include: (1) a petition for an increase in base distribution rates; (2) a proposed continuation and/or expansion of its existing Reliability Enhancement Program; (3) possible alternatives to traditional rate making, to be determined in conjunction with Legal counsel; (4) a proposal for targeted recovery of Grid Modernization investments; (5) other ratemaking mechanisms allowed under NHPUC precedent; (6) rate design; (7) return on equity; and (8) other miscellaneous issues and proposals as determined by the Company. The filing will require preparation of a comprehensive filing documenting the Company’s proposals, a discovery phase, procedural and evidentiary hearings, and a briefing schedule. The selected bidder will assist in the development of written initial and rebuttal testimony and supporting documentation; will review and file discovery responses; will provide hearing support; and will prepare legal briefs and motions as needed to complete the proceeding. The selected bidder will also be responsible for the production of all case materials in cooperation and consultation with EESCO and PSNH.

C. Background and Qualifications

The Company is seeking legal representation by an external legal service provider that has extensive experience and knowledge in preparing and litigating a petition for a change in base distribution rates before state regulatory agencies, with recent, direct, and relevant experience before the NHPUC preferred but not required. Experience with electric distribution rates and related issues applicable to the electric distribution industry is required. Bidders should convey their experience in the areas of cost-of-service analysis, employee compensation and benefits, return on equity analysis, recovery of capital investments, cost allocation, and ratemaking and rate design principles, including alternatives to traditional ratemaking. In addition, bidders should demonstrate knowledge of the NHPUC’s ratemaking practices and precedent, including applicable standards of review and findings in recent orders relating to proposals that the Company expects to include in the filing, such as the NHPUC’s recent rate orders. It is desirable (but not required) that bidders demonstrate a specific understanding of PSNH’s existing distribution rate situation, as PSNH has not completed a fully-litigated rate case since 2009. Bidders should disclose and discuss representation of any other clients that have the potential to pose commercial or legal conflicts.

D. Fee Proposal

The NHPUC has stated that utility rate case expense is a matter of concern and an area where utilities must seek to contain costs. Please keep this in mind as you provide the following information.

Each bidder should include a fee proposal consisting of five components:

(1) Each bidder should provide the names, positions, and hourly billing rates for all staff, including attorneys, paralegals, and other staff that are anticipated to be involved in the proceeding and that may bill time to the Company during the proceeding.

(2) Each bidder should also provide an estimate of the total hours required to complete the proceeding, assuming a fully-litigated rate proceeding that includes extensive evidentiary hearings.

(3) The Company requests that each bidder include a specific proposal for controlling rate-case expense for legal services; at a minimum, the bidder should propose a not-to-exceed cap on the engagement through production of the pre-filed petition.

(4) Each bidder should submit a budget for reimbursable expenses, including travel-related expenses, consistent with the “**Eversource Energy Legal Department 2018 Guidelines and Billing Requirements for Outside Counsel**,” included as Attachment A. This should include the charges for duplication or photocopying associated with the production of case materials. Note that it is expected that disbursements will be charged at the firm’s actual out-of-pocket cost, without mark-up.

As part of your response, provide the following, in your order of preference: (i) a single hourly rate for all partners and a separate single hourly rate for all associates; (ii) a blended hourly rate for all partners and associates; and (iii) the *individual* hourly rates for each partner and each associate. Note that clerical support costs are to be included in the law firm’s hourly rates for attorneys and paraprofessionals.

In addition, each firm is encouraged, but not required, to propose any alternative fee structure deemed appropriate *as a supplement to* the fees requested above. *Failure to provide the required fee structure outlined above, will be deemed non-responsive.*

State any special considerations with respect to billing or payment of fees and expenses that your firm offers and that you believe would differentiate it from other respondents and make your firm's services more cost effective for the Company. Please also state your willingness and ability to provide the Company with timely monthly invoices for all services provided.

E. Retention Agreement and Billing

The Company will require the winning bidder to execute its standard retention agreement, to comply with the attached “**Eversource Energy Legal Department 2018 Guidelines and Billing Requirements for Outside Counsel**,” and to provide the Company with monthly invoices, submitted through “Serengeti” the Company’s electronic legal billing system. Invoices must include sufficient detail on

the work performed, number of hours worked, and rates charged to satisfy the NHPUC's standard of review for recovery of rate-case related legal expenses. The Company will also require the winning bidder to track and bill reimbursable expenses separately from legal fees throughout the proceeding. Consistent with the requirements of the NHPUC, the winning bidder will also be required to include information relating to the billing for costs of its services to the NHPUC at the commencement of, and throughout, the proceeding.

F. Evaluation Criteria

The Company will evaluate each response to this solicitation based on the following criteria:

- (1) Overall capability of law firm to provide the level of services required and to conduct the required legal services in a responsible and knowledgeable manner;
- (2) Experience and expertise of legal staff designated for work on the Company's filing, with a focus on knowledge of ratemaking precedent and related requirements for base-rate review by the NHPUC;
- (3) Familiarity with the electric distribution industry, NHPUC's regulation of electric distribution companies and familiarity with the Company's operations;
- (4) Fee structure and cost-containment strategy, and
- (5) Potential commercial impediments, including conflicts of interest, or the potential appearance thereof.

This evaluation will be performed by the Company's Regulatory and Legal teams.

G. Submission of Responses

The Company requests bidders to submit electronic copies of their proposal to the following contacts and addresses on or before 5:00 p.m., January 4, 2018:

Eric Chung Director, Revenue Requirements and Regulatory Projects Eversource Energy Service Company eric.chung@eversource.com 247 Station Drive Westwood, MA 02090 781-441-8669	Robert A. Bersak, Esq. Chief Regulatory Counsel Eversource Energy Service Company robert.bersak@eversource.com 780 N. Commercial Street Manchester, NH 03101 603-634-3355
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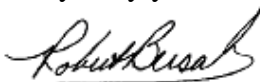
Proposals should be in Adobe .pdf format.

Bidders will not be provided reimbursement for any costs or expenses incurred in connection with this RFP, including, *inter alia*, the costs of preparing and submitting a response, providing any additional information or attending an interview. All material that is submitted in response to this RFP will become the sole property of EESCO. EESCO expressly reserves the right to utilize any and all ideas submitted in the proposals received unless covered by legal patent or proprietary rights which must be clearly noted in the proposal submitted in response to the RFP. Interviews of the top-qualifying firms may be conducted at the Company's discretion. All top-qualifying respondents will be notified of the exact interview date(s) in advance.

Any questions about the Company's request for proposals should be directed in writing to attorney Robert Bersak at the address or e-mail set forth below. Substantive responses will be shared with all potential bidders.

EESCO is appreciative of any efforts undertaken to prepare a detailed response to this request and we look forward to reviewing your response as soon as it is received.

Very truly yours,



ROBERT A. BERSAK

Chief Regulatory Counsel

Eversource Energy Service Company

780 N. Commercial Street – P.O. Box 330

Manchester, NH 03105-0330

603-634-3355 | Fax 603-634-2438

Robert.Bersak@Eversource.com

Attachment: "Eversource Energy Legal Department 2018 Guidelines and Billing Requirements for Outside Counsel"

Eversource Energy Legal Department
2018 Guidelines and Billing Requirements for Outside Counsel

The Eversource Energy Legal Department (“Eversource Legal”) desires to engage experienced outside counsel in a collaborative, partnering relationship to ensure the provision of high quality, cost effective legal advice and representation to the Eversource Energy companies (“Eversource”). Eversource Legal has selected your firm (“Outside Counsel”, “you”, and “your firm”) to serve as one of Eversource’s Outside Counsel as we believe your firm has the requisite skills, experience, and approach to the practice of law and commitment to serve the best interests of Eversource.

The following Guidelines and Billing Requirements for Outside Counsel (“Guidelines & Requirements”) represent Eversource Legal’s expectations with respect to the practices and procedures to be followed by your firm when working with Eversource Legal and billing Eversource for legal services. Compliance with these Guidelines & Requirements will help ensure that our work together on behalf of Eversource proceeds smoothly, transparently, and your firm’s invoices for reasonable and necessary legal services will be processed, reviewed and paid promptly. Fees, costs or disbursements not submitted in compliance with the Guidelines & Requirements will not be considered for payment.

Eversource Legal uses the Thomson Reuters Legal Tracker (“Serengeti”) electronic billing system to receive, review and process for payment all Outside Counsel invoices and budgets for individual matters, and the Guidelines & Requirements discussed below should be followed by all of our law firms when submitting invoices and budgets through Serengeti.

Eversource Legal is willing to discuss reasonable alternatives to the specific requirements contained in the Guidelines & Requirements provided such alternatives are cost-efficient and ensure quality legal representation. Eversource Legal will be flexible in its approach to supervising legal matters and recognizes the potential for instances where it may serve our mutual interests to deviate from these Guidelines & Requirements. In these instances, we expect you to discuss with Eversource Legal any potential issues presented by the Guidelines & Requirements, and any exceptions thereto must be authorized in writing by Eversource Legal management.

These Guidelines & Requirements will remain in effect until notified otherwise. The Guidelines & Requirements are not intended to be all-inclusive and may be modified, revised, or supplemented as needed. By accepting new legal matters on behalf of Eversource, your firm acknowledges its intent and agreement to comply with the Guidelines & Requirements. Please ensure that all personnel within your firm working on Eversource matters receive and become familiar with the contents of these Guidelines & Requirements. These Guidelines & Requirements can also be found on the Eversource Serengeti home page through a link at the bottom, left-hand corner.

Nothing contained in these Guidelines & Requirements should be interpreted to restrict counsel’s exercise of independent and professional judgment in rendering quality legal services to Eversource. All counsel working on Eversource matters are expected to adhere to all ethics rules governing professional conduct and responsibility. If you have any questions about

Eversource's Guidelines and Requirements, please immediately notify the Eversource Attorney with whom you are working.

I. GUIDELINES

A. Roles and Responsibilities

For each matter, the responsible Eversource Legal attorney will define the scope of the assignment and the anticipated objectives to be attained. Outside Counsel should not perform any significant work until the scope and objectives of the representation established by Eversource Legal are fully understood and mutually agreed to.

B. Communication

We typically share active involvement on a matter with Outside Counsel throughout the entire course of an engagement and seek to achieve an effective partnership with Outside Counsel to ensure the best results with maximum efficiency. Outside Counsel must regularly communicate with their Eversource Legal attorney contact to keep him/her up to date on the matter and to avoid any surprises. We prefer frequent telephone discussions and emails because such regular communication fosters the level of partnership that the proper handling of our assigned matters require. Outside Counsel must provide adequate advance notice of any significant events (such as trials, conferences, filing deadlines and anticipated meetings).

As a means of improving overall efficiency and cost-effectiveness, we will not generally pay for the preparation of any formal written correspondence, status reports or memorandums of law, unless they were specifically requested by the lead Eversource Legal attorney on the matter.

C. Matter Management Plans and Budgets

Within 30 days of being assigned a new matter, Outside Counsel must submit a budget in Serengeti following consultation with their Eversource Legal attorney contact on the matter. The proposed budget must be approved by Eversource Legal. We expect that Outside Counsel will track fees and costs against the budget as the matter progresses and promptly communicate with the lead Eversource Legal attorney for the matter if you expect fees or costs to exceed the estimated budget. Budget preparation and management time may not be billed.

In addition to budgets on all matters or engagements, Outside Counsel may also be required to provide a Matter Management Plan for certain matters or particular engagements. Unless advised otherwise by the Eversource Legal contact attorney, a Matter Management Plan will generally be required for all (court, agency, or administrative or regulatory body) litigation matters involving claims or matters that: (i) are in excess of \$250,000; (ii) may significantly affect the Company's real, personal or intellectual property rights or interests; or (iii) may implicate important regulatory, political, or public relations issues or objectives.

D. Alternative Fee Arrangements

One of our goals is to significantly enhance our use of alternative fee mechanisms. We strongly encourage you to develop and propose to us mutually beneficial fee arrangements that vary from

the traditional practice of billing at regular hourly rates. We welcome your suggestions for such arrangements, either for new matters or matters currently assigned to your firm. Additionally, Eversource Legal may request you to develop proposed arrangements in connection with your role in certain matters or litigation.

E. Staffing

Eversource Legal expects Outside Counsel to staff each matter in a competent and efficient manner. Because we retain counsel experienced in the substantive legal issues involved, we do not pay for time spent learning the substantive law, local rules or background information relating to the court or form of action. To ensure staffing levels are within expectations, Outside Counsel should discuss staffing plans for specific matters with the lead Eversource Legal attorney on the matter. Any changes to approved staffing must be approved in advance by the lead Eversource Legal attorney.

F. Direct Communications with Eversource Business People

Eversource Legal attorneys are the gatekeepers for *all* legal services performed by Outside Counsel for Eversource. If any of our business personnel, including officers, directors or managers of one of the Eversource companies, requests your legal assistance, it is *your* responsibility to discuss the scope of the matter with the lead Eversource Legal attorney and obtain Eversource Legal authorization to proceed *before* you expend *any* time on the matter. Failure to timely consult with Eversource Legal may result in some or all of the time billed to Eversource on that matter being rejected.

G. Alternative Dispute Resolution

Eversource Legal recognizes that for many disputes there is a less expensive, more effective method of resolution than the traditional lawsuit and is a long-time signatory to the International Institute for Conflict Prevention & Resolution (“CPR”) Corporate Policy Statement on Alternatives to Litigation©. Alternative dispute resolution (“ADR”) procedures involve collaborative techniques which can often spare businesses the high costs of litigation. In recognition of the foregoing, in the event of a business dispute between Eversource and another company that has made or will then make a similar statement, we are prepared to explore with that other party resolution of the dispute through negotiation or ADR techniques before pursuing full-scale litigation. If either party believes that the dispute is not suitable for ADR techniques, or if such techniques do not produce results satisfactory to the disputants, either party may proceed with litigation. In addition, Eversource is a founding signatory to the CPR 21st Century Corporate ADR Pledge to commit its resources to manage and resolve disputes through negotiation, mediation and other ADR processes when appropriate, with a view to establishing and practicing global, sustainable dispute management and resolution processes.

We similarly expect our law firms, like the more than 1,500 that have already signed the CPR Law Firm Policy Statement on Alternatives to Litigation©, to sign the pledge and recognize that for many disputes there may be methods more effective for resolution than traditional litigation and to ensure appropriate lawyers in your firm will be knowledgeable about ADR, and, where appropriate, the responsible firm attorney will discuss with the lead Eversource Legal

attorney the availability of ADR procedures so Eversource can make an informed choice concerning resolution of the dispute.

H. Conflicts

It is Outside Counsel's responsibility to ensure that there are no conflicts of interest prior to taking on any matter for Eversource or any other client in a matter potentially involving or affecting Eversource or its legal or business interests. Any request for Eversource to waive conflicts of interest must be submitted in writing to the lead Eversource Legal attorney. In addition to a standard conflicts check, please inform the lead Eversource Legal attorney if your firm is performing legal work for any of our direct competitors. We may choose to discontinue work with your firm should you represent a competitor, depending on the nature of such representation. You should also advise Eversource Legal of any positions your firm has taken in the recent past or is presently taking on issues that to your knowledge may be contradictory, adverse or otherwise prejudicial to the interests of Eversource in the particular matter in which you are engaged or any other matter that may have the same issues or considerations.

I. Business Conduct

We have adopted a Code of Business Conduct ("CBC") that requires employees and representatives, including Outside Counsel, to conduct their activities on Eversource's behalf with honesty and integrity, and in accordance with high moral and ethical standards. Please review our CBC located on Eversource's website at https://www.eversource.com/Content/docs/default-source/Investors/code_of_business_conduct.pdf?sfvrsn=2.

J. Confidentiality

In addition to the privileges and confidentiality accorded to attorney client communications and written legal work prepared by or at the request of counsel, a number of state and federal laws require the security and protection, management, control and disclosure of certain types of Confidential Information. Outside Counsel must comply with all applicable federal and state laws applicable to such Confidential Information, including, without limitation, state personal information laws and laws and regulations applicable to persons or entities that store or maintain personal information in the states in which the Eversource companies' customers are located (Connecticut, Massachusetts and New Hampshire). Eversource defines "Confidential Information" as data or information in any form that: is subject to the attorney client privilege or legal work product privilege protections; contains proprietary information; contains critical infrastructure information (including without limitation Critical Energy Infrastructure Information ("CEII"), as defined by Federal Energy Regulatory Commission, and Critical Infrastructure Protection ("CIP") information, as defined by North American Electric Reliability Corporation); contains personal and/or personnel information of employees or customers, particularly personal information capable of being associated with a particular person through one or more identifiers; and is otherwise designated by Eversource as confidential.

You and your firm may periodically come into possession of Confidential Information during the course of your representation of Eversource. We expect that you will keep all Confidential Information confidential and will take, and ensure that your agents, employees, and representatives will take, appropriate measures to protect such Confidential Information. Such

steps should include at a minimum those steps that you take to protect your firm's own confidential information that is of similar value or importance to the Confidential Information disclosed in the course of your representation of Eversource. Outside Counsel should not distribute, copy, or otherwise communicate any of the Confidential Information to any other person or entity except as is necessary to perform the scope of legal services on behalf of Eversource for which you were engaged. Outside Counsel must maintain records of who has access to such Confidential Information, and must inform all such persons of their obligations respecting such Confidential Information, including the proper treatment of such information in accordance with this Agreement. Your firm must exercise such precautions or measures as may be commercially reasonable in the circumstances to prevent the improper or unauthorized use or disclosure of, or access to, Eversource Confidential Information.

Outside Counsel must secure all Eversource Confidential Information during the course of their representation of Eversource, and may not use the Confidential Information in any manner whatsoever outside of the scope of that representation. Outside Counsel is required to retain and store all Confidential Information furnished to you in a secure and confidential manner, return such Confidential Information upon request, and not erase, destroy or otherwise dispose of such information without advance written approval by Eversource Legal. If Outside Counsel is requested or authorized in writing by Eversource Legal to dispose of any Confidential Information, you must take appropriate measures to make sure that such Confidential Information is shredded, destroyed or rendered unreadable prior to disposal in compliance with the standards of the National Association for Information Destruction for the media on which the Confidential Information is stored, and you must provide Eversource Legal with written certification of the return and/or disposal of such Confidential Information promptly following its return or disposal.

Outside Counsel must comply with all applicable laws in the performance of its services and in the protection of Eversource Confidential Information. In the event that disclosure of Eversource Confidential Information is mandated by law or judicial action, to the extent permitted by law, your firm will promptly notify the lead Eversource Legal attorney and provide reasonable assistance, at Eversource Legal's request and expense, in contesting such disclosure within the timeframe allotted by the governing rules. To the extent applicable to your firm's services, you will have established policies and procedures to identify indications of possible identity theft risks to Eversource employees or customers that may arise in your representation of Eversource; and when you identify any possible identity theft risks to Eversource's employees or customers, you will take appropriate steps to prevent and mitigate identity theft.

Outside Counsel must review and comply with Eversource's Corporate Information Security Requirements, included as Attachment A.

K. Ownership of Work Product

All memoranda, correspondence, and other attorney work product created for or on behalf of Eversource remains the property of Eversource to use as it deems appropriate. Further, unless otherwise agreed to by your Eversource Legal contact, you should provide an electronic copy (in native format if possible) of any such memoranda and work product prepared by your firm on behalf of Eversource to your Eversource Legal contact *before* billing Eversource for the

preparation and/or development thereof. Eversource may not approve for payment any charges for the preparation of any such memoranda and work product not provided to Eversource.

L. Sarbanes-Oxley Obligations

A strong Corporate Governance program is essential to earning and retaining the trust of our customers, employees, investors, and regulators. Ethics and integrity are the very heart of our business, and Eversource Legal is proud of the way our Corporate Compliance and Corporate Governance programs enhance the Company's day-to-day activities and strengthen its performance. Our reputation and credibility depend on it. An important part of the programs is the Attorney Conduct Rule established under Section 307 of the Sarbanes Oxley Act. The Rule requires all attorneys to report evidence of any material violation of federal or state securities, fiduciary or similar laws "up the ladder" to their supervisor, or in the case of Outside Counsel, to Eversource's General Counsel.

M. Diversity

Eversource Legal recognizes that developing a culture of diversity and inclusion is vital to Eversource's success in achieving its business goals and objectives. Toward that end, Eversource Legal seeks to continuously demonstrate a commitment to diversity, and value and respect individual differences. In selecting your firm to provide legal services to Eversource, we expect your firm to demonstrate its commitment to the principals of diversity and inclusion through:

- Firm demographics, including firm management demographics
- Maintaining a diversity plan or other evidence of the firm's commitment to diversity
- Maintaining membership in and active support of organizations committed to increasing the recruitment, retention and promotion of diverse lawyers in your geographic area
- Making measurable progress in furthering diversity within the firm consistent with the firm's diversity plan, specifically with respect to Eversource related work
- Engaging diverse attorneys and paraprofessionals on Eversource related work
- Engaging diverse suppliers, specifically with respect to Eversource related work

II. BILLING REQUIREMENTS

A. Prompt Billing and Payment

It is important that bills be rendered promptly *every thirty (30) days*, unless otherwise requested and agreed to by Eversource Legal. Invoices submitted with charges reflecting time/work performed more than 90 days prior to the date the invoice is presented may be subject to non-payment for failure to comply with the prompt billing requirements. We may not accept or pay any additional charges, interest or penalties for delayed payment of invoices that are questioned by Eversource Legal or are submitted without compliance to these billing

requirements. We will make every effort to render payment within 60 days of receipt of an invoice that complies with these requirements.

Because our budgeting is on a calendar year basis, please do not submit bills for periods that overlap the end of the year and beginning of the year.

Consistent with Eversource Legal's continuing efforts to promptly review, approve and pay invoices for legal services, we are offering a prompt pay discount option for our Outside Counsel, which is based on industry best practices. Your firm has the option to implement a prompt pay discount of 2% on your Fee Offer in Serengeti, which will be applied to your invoice if payment of the invoice is approved for payment in the Serengeti system within ten (10) days of invoice receipt in the Serengeti system. You should contact the Legal Department Administrator or the lead Eversource Legal attorney on your matter to implement this feature or to discuss this option further.

B. Form and Content of Invoices

It is important that invoices from Outside Counsel contain information sufficient to permit Eversource Legal to determine the nature and extent of services for which invoices are rendered and to permit us to review the cost effectiveness of those services. Invoices should be prepared on a monthly basis using Serengeti and must include the following items:

- Date of invoice
- Unique invoice number
- Serengeti Tracker File # (Matter #)
- Eversource Matter Name
- Charge date (fees and disbursements)
- Timekeeper name or ID
- Timekeeper category or level
- Detailed description of task performed (no narrative or "block" billing)
- Time entries in tenths of an hour
- Timekeeper hourly rate
- Total for each charge
- Detailed description and itemization of each disbursement

C. Billing Rates

Eversource expects to be charged the lowest hourly billing rate provided by Outside Counsel to its most valued clients. Consistent with our expectation of efficient staffing, we will not pay an hourly rate higher than that of the attorney to whom the matter is originally assigned, without prior approval. With respect to a specific matter, we will only pay the hourly rate(s) we agree upon at the time of the initial engagement.

- Initial Fees Schedule: Upon the initial engagement of your firm, you must provide Eversource Legal with a schedule of billing rates for all timekeepers expected to provide services in the matter over the balance of the calendar year. These rates will be submitted via a Timekeeper Rate Sheet in the Serengeti system. Eversource Legal

will only consider reasonable and customary billing rates for similar services provided by other counsel in the geographic location in which your firm is located. Eversource Legal must approve the rates submitted for each timekeeper before such timekeeper performs any services on an Eversource matter. The approved rates will apply to all matters unless an alternative fee arrangement is approved for a specific matter. In that case, a separate Timekeeper Rate Sheet will be submitted for approval for that matter.

- Rate Increases: Eversource Legal typically will entertain rate increases on an annual basis for an effective date of January 1. Any request for an increase to a timekeeper's rate must be submitted in writing, e-mail is acceptable, on or before December 15 to the Eversource Legal Administrator, Pamela Tyrol at pamela.tyrol@eversource.com for review and approval by Eversource Legal, in order to be effective January 1 of the following year. Once Eversource Legal has reviewed proposed rate increases, we will advise outside counsel if the increases are approved.
- Timekeeper Rate Sheets: Are required to be submitted prior to January 1 of each year to include current rates for all timekeepers at your firm. New rate sheets are to be submitted annually even if no increases are proposed. If your firm has proposed any increases, your firm should wait until approval is received from Eversource Legal so all rates can be submitted in the Timekeeper Rate Sheet.

D. Acceptable Timekeeping Practices and Guidelines

- Actual Time: Eversource will pay only for the **actual**, reasonable and necessary time spent completing a task, or series of related tasks.
- Block Billing: Eversource will not pay for time that is "block billed," e.g., a line item with a single time and charge covering multiple activities. Each individual task must contain an individual and separate billing entry.
- Telephone Calls: Billing for telephone conversations must specifically describe the parties and purpose of the call.
- Minimum Billing: Eversource will not accept "minimum billings" that do not accurately reflect the actual time spent to complete a specific task or activity, e.g., billing a 1 hour minimum charge for any court appearance regardless of the actual time spent in court, or billing minimum quarter hours for any task. Eversource will not accept "task minimum billings" that do not accurately reflect the time spent to complete the specific task or activity, e.g., billing a 2 hour minimum charge for any motion preparation. Eversource will not accept minimum billings for forms (i.e. standard interrogatories or motion to compel responses to discovery) other than time actually spent in the drafting of changes to the form.
- Duplicate Time: Eversource will not pay for work which is duplicative in nature. Absent prior approval from Eversource Legal, no more than one lawyer should attend meetings, witness interviews, telephone conferences, depositions, hearings or other proceedings. Similarly, Eversource will generally not pay for multiple reviews of

documents, and will not pay for work already performed by another member of the firm. File reviews occasioned by a transfer of responsibility will not be reimbursed absent an explanation for the transfer or review which is approved in advance by Eversource Legal.

- Billing for Travel Time: Eversource should not be billed and will not pay for time expended travelling to an Eversource business destination within a 50 mile radius from any office of your law firm (excluding any time spent on Eversource business while travelling, such as participation on a cell phone call (hands-free mode) which would be billed at the timekeeper's approved hourly rate). For any travel time to an Eversource business destination greater than a 50 mile radius from any office of your law firm, Eversource should be billed and will pay for time spent traveling beyond the 50 mile radius (or greater than one hour travel time whichever is greater) on Eversource business during which you are not engaged in work for any clients (such time spent on other client matters must be deducted from the travel time billed to Eversource) at a travel rate equal to 50% of the timekeeper's approved hourly rate, unless a different rate has been approved in advance by the lead Eversource Legal Attorney.
- Intra-Firm Conferences: Eversource expects your firm to limit intra-office conferencing among attorneys to specific value-added benefit to the particular matter. Eversource will generally only pay for charges by one timekeeper for internal conferences involving substantive legal or procedural issues, absent compelling reasons for such conferences. We do not expect to be charged for conferences that involve work distribution, instruction, education or status updates. Although intra-office conferences between attorneys are typically not compensable, where timekeepers consult to discuss substantive or strategic procedural aspects of the matter that result in more effective representation, such intra-office conferences are billable so long as there is a sufficient description of the nature of the communication and its relevance and value to the matter discussed. Intra-office conferences that appear excessive, unreasonable, unnecessary or contrary to these Billing Requirements will not be reimbursed.
- Legal Research: No individual research project in excess of two (2) hours should be undertaken without Eversource Legal's prior approval. All legal research in excess of two (2) hours must be coordinated with and approved by the Eversource Attorney, keeping in mind that your firm was selected because of its expertise, Eversource will not pay for research on matters such as local rules of practice, basic issues of law, or core legal principles within your firm's specialty (or legal research aimed at educating junior lawyers in the substantive law applicable to a matter). Any approved research that is reduced to written or printed form should be promptly forwarded to Eversource Legal but should not be in memorandum form unless expressly requested by the lead Eversource Legal attorney. Copies of any requested and approved legal memoranda should be provided to Eversource Legal in the same form in which they were prepared for your firm's internal use. To the extent legal research on an Eversource matter is applicable to other clients of your firm, Eversource should be billed only its proportionate share of the related fees.

- Paralegal Work: Eversource will pay for the following tasks at the Default Paralegal Rate, which your firm will provide, when performed by an associate or partner, unless otherwise agreed to in advance, due to the non-routine nature of the matter:
 - Responding to form interrogatories
 - Digesting depositions
 - Requesting records or reports
 - Preparing deposition notices
 - Preparing subpoenas
 - Performing title searches or preparing title abstracts

E. Costs and Expenses

Eversource Legal has significant resources that can be made available to defray the overall costs of services, such as copying, collating, word processing. Depending on the particular project, it may be preferable and more cost effective for some of these services to be performed in-house. Please consult the lead Eversource Attorney on your matter on this issue.

1. Reimbursable Costs and Expenses: Only standard expense items should be billed as expenses or disbursements, at actual cost and without markup, and identified by an actual itemization of expenses. For example:
 - Long distance telephone calls to third parties (long distance calls to Eversource will generally not be reimbursed)
 - Large scale, non-routine internal photocopying projects done at Eversource Legal's request with prior consent (not to exceed \$0.10 per page for standard copies and \$0.25 per page for color copies)
 - Actual invoice cost for outside photocopies or printing at Eversource Legal's request with prior consent
 - Certified, registered and express mail (only when necessary)
 - Courier and overnight delivery services (only when necessary)
 - Court costs and sheriff's fees
 - Actual and reasonable travel expenses
 - Costs of court reporters and similar costs
2. Prohibited Costs and Expenses: Eversource presumes that hourly billable rates are calculated to include all overhead and internal charges associated with the firm's practice. Unless prior written consent is obtained, Eversource will not pay for overhead or other firm costs such as:
 - Mark-up or profit on any otherwise approved expense items. Allocable case-related fees or expenses including, but not limited to, filing fees, witness and service fees, and court reporting services, will be reimbursed at actual cost only
 - Internal routine photocopying
 - Imaging or scanning service costs
 - Office supplies

- Document/ File storage and retrieval costs
- Meals (unless related to approved travel)
- Local telephone charges
- Cellular telephone charges
- Internet connectivity
- Accounting or bookkeeping fees
- Rental or purchase of office equipment
- Computer software or hardware
- Subscriptions, publications or periodicals
- Receiving, reviewing or forwarding mail
- Invoice preparation
- Budget preparation or review
- Staff supervision or instructions regarding work assignments
- Negotiation or discussion of billing arrangements, in general, or for a particular matter
- Internal messengers or couriers
- Interacting with vendors and vendor invoice processing
- Attendance at seminars, continued legal education, or conferences unless specifically requested and approved in advance by Eversource Legal
- Costs associated with general “for your information” memos, if sent to multiple clients
- Electronic legal research (e.g. Westlaw, Lexis or other cost-based providers)
- Rent or depreciation
- Utilities
- Regular first class postage charges
- Billing-related time (i.e. time spent preparing, revising, or negotiating invoices or time related to firm accounting or bookkeeping)
- Clerical or administrative tasks including, but not limited to:
 - Photocopying
 - Calendaring
 - Assigning work to administrative staff
 - File organization
 - Bates stamping
 - Word processing
 - Scheduling travel
 - Filing
 - Proofreading
 - Document indexing
 - Interacting with third-party vendors
 - Cite Checking
 - Abstracting of deposition and/or hearing transcripts
 - Eversource Legal will not pay for services performed by secretaries; librarians; billing, filing or document clerks; law clerks (interns or law students); data processors; or summer associates or overtime for these

services unless advanced approval is given by the lead Eversource Legal attorney

The lists above are not intended to be all-inclusive and should another expense be charged, Eversource Legal reserves the right to determine whether it is a covered reimbursable expense or not.

3. Large Disbursements/Third-Party Vendors/Expert Witness/Consultant Costs:

Any large purchases from any third-party vendors, consultants or experts, and/or any single disbursement in excess of \$500, including volume copying, must be approved in advance by Eversource Legal. These disbursements shall be paid by your firm and submitted on your invoice to Eversource Legal unless otherwise agreed to by Eversource Legal.

Expert witnesses and/or consultants should only be hired after consulting with and attaining approval from the lead Eversource Legal attorney. Eversource Legal should be provided with the reason that an expert and/or consultant are necessary, their qualifications and areas of expertise, and his/her rate information. Eversource Legal should be provided with a proposal of the work to be performed by the expert/consultant, and an estimated budget for their services.

4. Reimbursable Travel Expenses - Local:

Travel within a 50 mile radius of the firm's office is considered local travel. Eversource will not reimburse for local travel or parking expenses incurred during the normal course of business, including late nights or weekends. Eversource will reimburse the cost of local meals if the meal takes place during a meeting with third parties or Eversource Legal representatives while working on an Eversource matter. After business hours or weekend expenses for meals, taxis or car service for Outside Counsel or its staff will not be reimbursed.

5. Reimbursable Travel Expenses – Out of Town:

All out-of-town travel must be approved, in advance, by Eversource Legal. Eversource Legal expects that the firm, in all events, will seek the lowest fares available, moderately priced hotels, and reasonably priced ground transportation. Further, travel expenses will be reimbursed only as follows:

- Business travel expenses must be supported by detailed receipts which sufficiently identify date and place of the expense, nature of the expense and the name of the individual incurring the expense. Copies of receipts must be provided upon request
- Except in unusual cases, travel should be undertaken by only one representative of the firm
- Airline, railroad or other fares will be reimbursed in an amount not to exceed the coach fare

- All modes of ground transportation will be by the most economical means available. For example, your firm must seek to use taxis and/or public transportation where such are reasonable alternatives to vehicle rental. For automobile rental we will reimburse up to the mid-size level. If a personal automobile is used for non-local travel, we will reimburse your mileage at the current IRS rate
- We expect you to stay at reasonably priced hotels and eat reasonably priced meals. We do not authorize and will not reimburse for, luxury hotel accommodations, lavish meals, or alcohol or tobacco purchases. Accommodations that exceed \$250.00 per night will be closely scrutinized. Travel meals should not exceed \$100.00 per day unless authorized by the lead Eversource Legal Attorney

These Outside Counsel Guidelines and Billing Requirements contain proprietary information. These guidelines and requirements are provided to our counsel to clarify Eversource Legal billing processes and procedures only, and may not be distributed or published in any way without written permission from Eversource Legal.

Attachment A

CORPORATE INFORMATION SECURITY REQUIREMENTS

1. The following security requirements and terms and conditions (“Requirements”) apply to any third party, vendor or contractor (“Contractor”) that electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to confidential information belonging to Eversource Energy and subsidiaries and their affiliates (collectively “Eversource”) in mission critical company applications, including the following:
 - a. Critical Infrastructure Information (“CII”), which includes without limitation, Critical Energy Infrastructure Information (“CEII”), as defined by the Federal Energy Regulatory Commission, and information subject to Critical Infrastructure Protection (“CIP”), as defined by the North American Energy Reliability Corporation;
 - b. Personal Identifiable Information (“PII”) shall mean first name and last name or first initial and last name of an individual in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number; (b) driver's license number or state-issued identification card number; (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident’s financial account;
 - c. Protected Health Information (“PHI”) shall mean any information relating to the past, present and future physical or mental condition of an individual, including any information about their participation or coverage in our health plan; or
 - d. Any information deemed by Eversource to be confidential and proprietary such as confidential or proprietary business or technical information including, but not limited to, technical, financial, commercial, marketing, customer or other business information that the Company desires to protect against unrestricted disclosure or competitive use.

The foregoing information shall be collectively referred to as (“Confidential Information”).

2. Contractor shall make commercially best efforts consistent with industry standards as stipulated in ISO/IEC 17799 Code of Practice for Information Security Management or its equivalent to ensure the confidentiality, integrity and availability of the Confidential Information within its control.
3. Contractor shall provide Eversource with documentation to certify that it satisfies the following **minimum security requirements** which must be included with any purchase order issued or any agreement with any Contractor prior to execution by Eversource:
 - a. Contractor has a written Confidential Information management program and a published set of comprehensive security policies that stipulate user responsibilities, meet all business, legal and regulatory requirements for protecting the Contractor’s cyber assets and Eversource’s Confidential

Information accessed or stored by Contractor that ensures the confidentiality, integrity and availability of the Confidential Information accessed or stored by Contractor;

- b. Contractor has established written policies and procedures for data security that prohibit activities that jeopardize security such as sharing user passwords, running hacking tools, performing unauthorized system changes. Such policies and procedures should have identifiable associated consequences. Contractor shall have communicated these policies and procedures to all users of the Contractor's computer resources with user acknowledgement retained on file;
- c. the Contractor's cyber asset level of protection has been defined using a risk assessment process factoring in business impact and the probability of occurrence;
- d. each user shall be uniquely identified to ensure accountability and Contractor has processes in place to ensure only authorized and appropriate level of access is granted to computer resources;
- e. user activity is logged and Contractor has a process in place for reporting suspected unauthorized activity to facilitate investigations;
- f. attempted unauthorized activity is monitored by Contractor 7x24 for identified critical cyber assets (i.e., the Internet gateway, dial-in, or a high risk application) and Contractor has associated incident handling procedures in place to ensure timely and appropriate response in compliance with all applicable laws;
- g. Contractor has change control processes and associated security in place to ensure that only authorized hardware and software is installed on the company's network;
- h. Contractor has security services such as anti-virus, anti-spyware, firewalls, patch update processes, intrusion detection, third party vulnerability assessments, and vulnerability scanning of critical cyber assets, in place and up to date with the latest versions and technology, and Contractor shall keep such security services current and up to date with the latest versions, patches, new virus definitions, etc., and periodically test these services to ensure effective on-going operation;
- i. where wireless technology is used, Contractor has sufficient controls (e.g., encryption, device identification, vulnerability assessment) in place to ensure only authorized use and data privacy;
- j. all laptops used by Contractor to access or store CEII, PHI or PII shall be encrypted.
- k. all records and files containing PII, PHI, CEII or CIP information that will travel across public networks or will be transmitted wirelessly, shall be encrypted.
- l. Contractor has business continuity plans in place that address common events including heavy absenteeism for an extended duration (i.e., a pandemic) and

disaster recovery plans and Contractor periodically tests these plans to ensure their effectiveness.

- m. Eversource has the right to audit Contractor's computer systems to ensure all such systems and Eversource information stored on such systems are managed by Contractor in accordance with the requirements set forth in these Requirements.
4. The following provisions related to information security are hereby added to the General Terms and Conditions or agreement to which these Requirements are attached:
- a. Contractor shall comply with "best industry practices" relating to electronic information security for the Information within Contractor's control and shall be liable for any Eversource Confidential Information that is lost, stolen or disclosed without authorization while in Contractor's control;
 - b. Contractor shall comply with all federal and state laws and regulations applicable to the type of Confidential Information that Contractor electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to. In the event that several laws or regulations apply to any of the Confidential Information being managed by Contractor, the more stringent law and requirement shall apply to all such Confidential Information (e.g. if a Contractor manages PII information applicable to any Eversource customer or employee, the more stringent standards of any applicable state or federal laws regarding such PII information shall apply to all customer or employee information being managed by Contractor);
 - c. Contractor shall obtain written authorization from Eversource prior to sending, communicating, delivering or transmitting Confidential information to a subcontractor or an affiliate;
 - d. Insurance: Contractor warrants that it will maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, and in addition to any other insurance requirements set forth in the Agreement with Contractor, Contractor will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this Agreement:
 - i. Professional Liability Insurance with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of products and services under this Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress.
 - ii. The Professional Liability Insurance retroactive coverage date shall be no later than the Effective Date. Contractor shall maintain an extended reporting period

providing that claims first made and reported to the insurance company within two (2) years after termination of the Agreement will be deemed to have been made during the policy period.

- iii. Contractor shall ensure that (i) the insurance policy listed above contain a waiver of subrogation against Eversource and its affiliates, (ii) the Professional Liability policy names Eversource and its affiliates and assignees as additional insureds, and (iii) all policies contain a provision requiring at least thirty (30) days' prior written notice to Eversource of any cancellation, modification or non-renewal. Within thirty (30) days following the Effective Date, and upon the renewal date of each policy, Contractor will furnish to Eversource certificates of insurance and such other documentation relating to such policies as Eversource may reasonably request. In the event that Eversource reasonably determines the coverage obtained by Contractor to be less than that required to meet Contractor's obligations created by this Agreement, then Contractor agrees that it shall promptly acquire such coverage and notify Eversource in writing that such coverage has been acquired. All insurance must be issued by one or more insurance carriers Best rated A- or better. Contractor's insurance will be deemed primary with respect to all obligations assumed by Contractor under the Agreement.
- e. To the extent applicable, Contractor shall comply with Eversource's Customer Service and/or Human Resources privacy policies and Corporate Information Security procedures as specified in a separate exhibit attached hereto if applicable;

5. Security Incident Management:

- a. Eversource's Corporate Information Security (CIS) assists in responding to and investigating incidents related to misuse or abuse of Eversource or customer information technology resources. This includes computer and network security breaches and unauthorized disclosure or modification of electronic utility or personal information. In the event of a security incident concerning a computer hosting sensitive Eversource or personal data, Contractor must take immediate action to report the incident to CIS *as soon as the incident is suspected*.
- b. Contractor should **IMMEDIATELY CALL**, regardless of the day or time the Corporate Information Security at (860) 665 - 4357 (24x7); Please **ALSO** email **sharcis@eversource.com** and Eversource's Chief Compliance Officer, Duncan MacKay, duncan.mackay@eversource.com with details of the suspected exposure. Please **DO NOT** simply leave voicemail or send email - please ensure you reach an employee, because it is **CRITICAL** that Eversource begins response procedures immediately.
- c. **DO NOT** take any other action until advised by the CIS provided however Contractor shall not be restricted from taking commercially reasonable efforts to avoid or limit the damage to Eversource information or systems caused by an

incident if CIS is advised of such efforts at the time of or before they are undertaken.

- d. **DO NOT** talk about the incident with any other parties until you are authorized as part of the process outlined in this document.
- e. When CIS is notified, it will advise and assist in containing and limiting the exposure, in investigating the breach or attack, in obtaining the appropriate approvals, and in handling notification to the affected individuals and agencies. The incident still is the responsibility of the Contractor experiencing the exposure; CIS' mission is to provide assistance and guidance to the Contractor to appropriately and timely resolve any incident.

KEEGAN WERLIN LLP

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January 4, 2018

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Eversource Energy Service Company
780 N. Commercial Street
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Director, Revenue Requirements and
Regulatory Projects
Eversource Energy Service Company
247 Station Drive
Westwood, MA 02090

Re: Proposal for Legal Services Relating to Public Service Company of New Hampshire

Dear Mr. Bersak and Mr. Chung:

Thank you for including Keegan Werlin LLP in the request for proposals issued by Public Service Company of New Hampshire ("PSNH" or the "Company"), relating to legal services for a planned base-rate proceeding to be filed with the New Hampshire Public Utilities Commission (the "NHPUC") during 2018. We greatly appreciate the opportunity to be considered as a legal service provider for PSNH in relation to this proceeding. We recognize that, as a regulated utility subject to the jurisdiction of the NHPUC, the Company has an obligation to contain legal costs and to ensure that regulatory filings provide clear and accurate information in support of the Company's proposals. With these objectives in mind, this letter provides you with the information requested regarding Keegan Werlin LLP and our proposal for legal services.

Keegan Werlin is a mid-sized law firm specializing in energy, public utilities and environmental law. We have represented regulated gas, electric and telecommunication utilities on rate and regulatory matters for 30 years in Massachusetts, Connecticut and Rhode Island. We have significant experience in handling base-rate proceedings, merger proceedings requiring approval of rate plans, and numerous other proceedings involving recovery of utility costs such as pension costs, storm costs and system-infrastructure investment. Our representation of Eversource companies in Massachusetts and Connecticut over the past 20 years has allowed us to gain valuable experience with Eversource ratemaking practices and personnel, which would help

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us to work efficiently and knowledgeably about the Company's specific issues in the planned 2018 rate case.

I have enclosed for your consideration a listing of regulatory matters that we have completed in recent years. The listing is intended to provide you with a sampling of the types of matters in which we have participated on behalf of utility companies.

Our Energy Group is currently composed of 18 attorneys and six paralegals. With a few exceptions, all of our energy lawyers have worked for public utility commissions at some point during their career. Three of our senior partners are former commissioners of the Massachusetts Department of Public Utilities. Our legal staff is intellectually engaged in utility law, well-trained in the technical aspects of rate regulation and well-versed in government relations considerations. We place a high value within the firm on analytical and quantitative ability, as well as writing talent because these are the skills that are critical to the successful outcome of a litigated regulatory proceeding.

Scope of Services. In terms of the scope of anticipated work, we are prepared to provide some or all of the following services in relation to the base-rate case planned by PSNH: participation in planning meetings to prepare the filing; drafting of rate-case petition, direct testimony and supporting documentation; oversight of legal requirements for filing; assistance in responding to discovery in accordance with procedural schedule; attendance at pre-hearing conferences and public hearings; preparation and filing of rebuttal testimony and associated exhibits, as needed; preparation for and participation in evidentiary hearings; and preparation of initial briefs and reply briefs following the close of the evidentiary record.

Billing Proposal. Our fee proposal is informed by several factors: (1) experience gained in base-rate proceedings that we have handled previously in Massachusetts, Connecticut and Rhode Island; (2) knowledge of the NHPUC's strong focus on containment of rate-case costs and the evidentiary burden that the Company has in that respect; (3) the relative complexity of the planned rate case; and (4) a recognition that the overall legal cost of the proceeding is greatly affected by factors outside of our control such as the level of opposition and amount of discovery and hearings required to see the Company's case through to completion. We are also familiar with the Company's local regulatory, rates and legal team and recognize that these resources will be valuable in preparing and conducting the case, so as to partially mitigate the work to be performed by outside counsel. Based on these considerations, we are proposing the following fee structure:

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1. Fee Proposal

For the planned rate case, we propose to use the following staff:

	<u>2018 General Billing Rate</u>
Cheryl Kimball, Senior Partner	
Dan Venora, Partner	
Steve Frias, Associate	
Jessica Buno, Associate	
Paralegals	

For the planned case, the lead attorney would be Dan Venora. Dan would handle the overall case management, review of pre-filed direct and rebuttal testimony, discovery strategy, hearing representation, cross-examination and briefing. Jessica Buno would be the primary support with responsibility for day-to-day coordination with the Company, discovery review and production, assistance in preparing rebuttal testimony and written briefs. Cheryl Kimball would assist in overall strategic planning and case management, as needed or appropriate. Other attorneys are available to assist on specific issues on an as-needed basis. Although not a specific prerequisite for proceedings before the NHPUC, Dan and Jessica are admitted to practice in New Hampshire.

For the duration of the case, we will track and report actual working hours by attorney on a monthly basis and will account for monthly costs against an estimated case budget to be developed in conjunction with PSNH based on consultation regarding case specifics and a draft case schedule.

2. Cost Containment

To help contain the cost of rate-case assistance provided by outside counsel, Keegan Werlin makes the following proposals. First, we are proposing to provide services at an hourly rate discounted by ■ percent from our standard billing rates for 2018. The discounted hourly rates are as follows:

	<u>2018 General Billing Rate</u>	<u>Discounted Rate</u>
Cheryl Kimball, Senior Partner		
Dan Venora, Partner		
Steve Frias, Associate		
Jessica Buno, Associate		
Paralegals		

We are also willing to set a flat hourly rate of ■ for partners and ■ for associates, or to charge a blended rate of ■ per hour for all attorney work. We have no preference on the hourly rate option selected; we are happy to abide by the Company's preference.

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Second, we propose to set a fixed fee for both the initial filing and the post-decision compliance filing. For the initial filing in this case, we propose a fixed fee of \$95,000 to assist the Company in preparing and submitting the rate-case filing. For the compliance filing, we propose a fixed fee of \$20,000, based on our experience with other rate proceedings.

The total hours for attorney work required for the planned rate case proceeding depend upon a number of variables, not all within the Company's control such as the scope and nature of participation by other parties. However, for a company serving approximately 500,000 retail customers, we would expect a moderate or moderately high level of controversy and associated work to bring the case to completion as a fully litigated proceeding. Based on our past experience with similar levels of scale, we would expect total attorney hours in the range of [REDACTED] hours from start to finish.

3. Reimbursable Costs

Keegan Werlin may incur reimbursable expenses in the course of its representation of PSNH in this matter associated with transcripts, mailings, copying and similar rate-case requirements. We will record, bill and report reimbursable costs separate from legal fees. Given that these costs will be recoverable through rates, we will not seek reimbursement for mileage, parking, transportation or meals. Also, Keegan Werlin does not "mark up" any of these costs; these costs are billed as incurred by us.

4. Cost Tracking and Reporting

Keegan Werlin will submit monthly invoices with detailed descriptions of the work performed and the number of hours billed by attorney and by task. We will also submit a monthly worksheet comparing actual costs to the budgeted costs and describing the reasons for variations between actual and budgeted costs, as well as the actual and budgeted allocation of attorney resources.

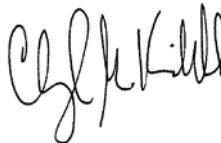
Conflicts of Interest. There are no conflicts of interest that preclude or affect our representation of PSNH in its planned rate proceeding. Moreover, our representation of PSNH in the planned rate case will not create any conflict of interest for Keegan Werlin.

Keegan Werlin is committed to the task of providing you with cost-effective and quality legal representation because we greatly appreciate the opportunity to work for PSNH. We sincerely hope that we have a chance to work on this case and to achieve the Company's regulatory objectives in a cost-effective manner.

Proposal for Legal Services
January 4, 2018
Page 5

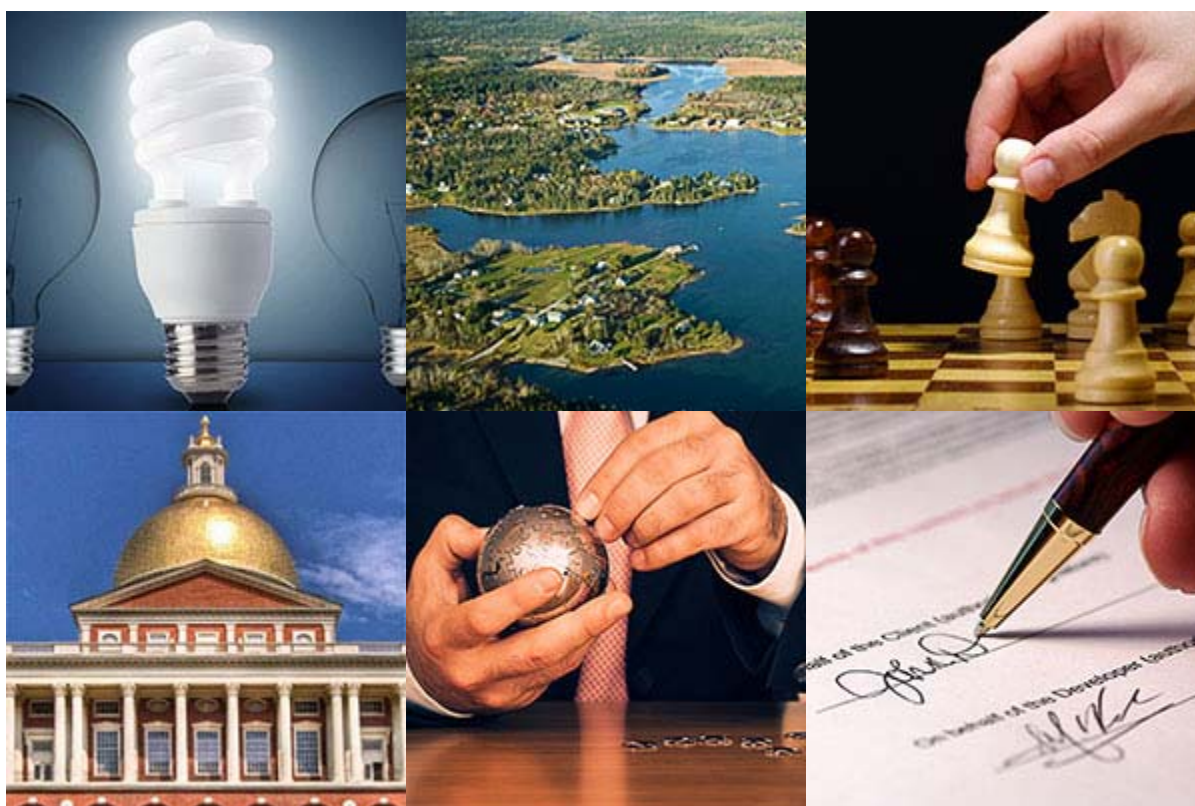
Thank you very much for the opportunity to present you with this information and please do not hesitate to contact me if you have any questions about this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Cheryl M. Kimball". The signature is fluid and cursive, with the first name "Cheryl" being more prominent than the last name "Kimball".

Cheryl M. Kimball

KH/enclosures



ENERGY & REGULATORY LAW PRACTICE



At Keegan Werlin LLP, we specialize in developing creative solutions to the complex challenges faced by our clients. Keegan Werlin's attorneys are industry leaders in matters regarding energy and regulatory issues, administrative law, project siting, licensing and permitting, telecommunications, environmental and land use, litigation and alternative dispute resolution, governmental and legislative relations, general business and corporate law, municipal law and real estate. From power plants to pipelines, cellular towers to windmills, and elsewhere, Keegan Werlin has unrivaled experience and knowledge of the project-development landscape.

The firm's central objective is the complete satisfaction of its clients' business and personal strategies, consistent with their financial goals. We take great pride in our ability to understand our clients' businesses, the industries in which they operate and their priorities for achieving success. We are committed to ensuring ongoing communication with our clients at all stages of representation.

Keegan Werlin is able to offer clients a keen awareness of the needs of private industry, as well as the perspectives of administrative agencies and the courts, so that clients receive a seamless, multi-disciplined approach to their issues.

KW is a long time member of and Massachusetts representative in the State Capital Group (SCG Legal). SCG Legal is a seamless global network of more than 140 of the profession's preeminent independent law firms throughout the world. KW's attorneys have been consistently recognized as outstanding practitioners, strategists and leaders in their respective fields by Forbes Magazine, Chambers, Super Lawyers, their peers and most importantly, the firm's clients. The varied mix of practitioners with experience in both the public and private sectors has uniquely positioned the firm to represent a large and diverse group of clients, including multi-national corporations, small and mid-size companies, industry leaders and private individuals.

The firm's central objective is the complete satisfaction of its clients' business and personal strategies consistent with their financial goals. We take great pride in our ability to implement strategies to assist our clients' businesses, understand the industries in which they operate and to develop ways to achieve and maintain the clients' successes. We are committed to ensuring high quality and cost effective representation for our clients through dedication, service, communication, respect and teamwork.

KEEGAN WERLIN LLP
Boston • New York • New Britain



KEEGAN WERLIN ^{LLP}
ATTORNEYS AT LAW

AREAS of PRACTICE

Energy and Regulatory Law

Electricity Regulation
Gas Regulation
Telecommunications Regulation
Siting and Licensing
Mergers and Acquisitions
Energy Procurement
Appellate Litigation
Insurance Regulation

Litigation

Contract Litigation
Corporate Governance & Shareholder Derivative Disputes
Healthcare Litigation
Intellectual Property
Environmental
Insurance
Labor and Employment
Products and Liability Litigation

Environmental, Municipal and Land Use

Regulatory Permitting and Land Use
Resolution of Contaminated Site Liabilities
Resolution of Compliance and Enforcement Matters

Governmental and Legislative Relations

State/Legislative Advocacy
Municipal Advocacy
State Capital Global Law Firm Group

Corporate

Incorporating and Structuring New Businesses
Private Financings (Equity, Debt and Convertible)
Start-ups
Partnership Agreements
Mergers and Acquisitions
Leasing Matters

Private Clients

Business Opportunities and Planning
Intellectual Property Rights
Physician Practice
Crisis Management
Sports Law
Estate Planning



ENERGY & REGULATORY LAW

Keegan Werlin has a team of attorneys with unmatched experience dealing with complex energy and regulatory issues. The firm combines its legal and regulatory expertise with a thorough understanding of the technical, strategic and financial issues emerging in the industry to provide successful and cost-effective representation of its clients' interests. Members of the firm have extensive backgrounds in regulation and government, including two former chairmen of the Massachusetts Department of Public Utilities, a former commissioner, a former general counsel, as well as several former hearing officers. Other attorneys in the firm have worked as in-house counsel to large utility companies and as staff to members of the Massachusetts Legislature. The diversity and extent of experience among Keegan Werlin's attorneys facilitates high-quality service to a broad array of clients in the regulatory and energy fields.

Electricity Regulation

The Massachusetts Electric Restructuring Act of 1997 (the "Restructuring Act") mandated the restructuring of the electric industry in the state and encouraged both the divestiture of generating assets and the creation of "wires only" electric companies. In recent years, Keegan Werlin has been involved in all aspects of the electric industry restructuring processes before the MDPU and in other states in the region. Active participants in the energy market are confronted with significant opportunities and challenges in planning and providing for the electricity needs of their customers in the restructured marketplace. Retail customer choice, a deregulated power market, the restructuring of the New England Power Pool, and the divestiture of generation by the resident electric utilities present complex issues that must be addressed by successful players in the new market. Moreover, awareness and compliance with the regulatory framework is absolutely necessary to succeed in the region.

Keegan Werlin has participated actively in state proceedings relating to electric industry restructuring, including those proceedings undertaken to establish the regulations applicable to competitive suppliers, energy brokers, aggregators and related terms and conditions of service. Further, our attorneys have represented clients in proceedings before the MDPU regarding mergers, restructuring, facility divestiture, rate levels, and rate design. Keegan Werlin's clients include various electric utilities, generating companies, transmitters of electricity, large energy users such as hospitals and universities, and competitive suppliers. Massachusetts was one of the first states in the country to implement a deregulated electricity market, and the MDPU is among the leaders nationally in implementing a restructured energy industry. In addition to Keegan Werlin's vast experience with Massachusetts' regulation of the electric industry, the firm also closely tracks the development of industry restructuring processes in many other state jurisdictions as well as the Federal Energy Regulatory Commission. As a result, our attorneys are intimately familiar with the competitive issues relating to industry restructuring, the electricity market, power supply issues and transmission at both the state and federal levels.

Gas Regulation

Keegan Werlin has represented various clients in the area of gas regulation, including local gas distribution companies ("LDCs") and natural gas interstate pipelines. The firm has done extensive work regarding the emerging issues that affect LDCs, including rate and service unbundling, exiting the merchant function, and developing terms and conditions of service in order to facilitate competition in the current industry. In addition, Keegan Werlin attorneys have represented clients before state agencies and at the Massachusetts Supreme Judicial Court in cases regarding performance-based ratemaking and the development of service-quality performance standards. The firm has assisted in the preparation and adjudication of long-range planning matters in order to meet regulatory requirements to forecast and plan for the needs of their customers over the long term.

As with the electric industry, the gas industry has undergone significant structural changes at the state and local levels. The increased reliance on competitive market forces has changed the legal and regulatory environment for LDCs, suppliers, marketers and consumers. Keegan Werlin has been at the forefront of the development of regulatory and legislative initiatives, representing LDCs before the MDPU and presenting testimony at hearings considering the appropriate government response to an industry in transition. The firm has led the collaborative effort to prepare tariffs, terms and conditions and rate-design changes needed to implement the expansion of customer choice in the gas industry.

Telecommunications Regulation

Keegan Werlin also has an active practice involving the regulation of the telecommunications industry. For the past 15 years, state and national regulatory policies have supported increased levels of competition for providers of telecommunications services. The Telecommunications Act of 1996 was a culmination of the development of national competitive telecommunications markets. Our attorneys have advised and represented telecommunications clients before the state MDPU in many aspects of the emerging regulatory environment.



ENERGY & REGULATORY LAW

Telecommunications Regulation continued: Keegan Werlin has appeared in regulatory proceedings relating to such diverse issues as performance-based ratemaking, arbitrations of disputed interconnection agreements under the Telecommunications Act of 1996, the review of a petition to enter the long-distance market and the siting of cellular telecommunications towers. The Telecommunications Act of 1996 has established detailed requirements with regard to the relationship between incumbent local exchange carriers and competitive carriers, which has required regulatory consideration of the rates and terms of service. Keegan Werlin attorneys have appeared in multi-year, litigated adjudications before the MDPU to establish the regulatory rules for local competition.

Siting and Licensing

The Restructuring Act has provided energy project developers new opportunities to site electric generating, transmission and storage facilities in the Commonwealth. Streamlining the review of such facilities, the Restructuring Act requires detailed review of a variety of issues, depending on the proposed facility, including environmental impacts, site selection, need and cost, technology performance standards and alternative technologies. Keegan Werlin's attorneys are extremely well-versed on the technical, regulatory and legal issues associated with securing necessary approvals for meeting state siting requirements, Massachusetts Environmental Policy Act standards, and securing air permits, water-related permits, wetlands approval, site plan and local zoning approval.

Keegan Werlin's energy practice also includes the representation of private energy project developers and public utilities in both the electric and gas industries in their efforts to construct and operate jurisdictional generating, transmission and energy-storage facilities. In navigating clients through these permitting processes, Keegan Werlin has frequently represented developers before the state's Energy Facilities Siting Board, Executive Office of Environmental Affairs and Department of Environmental Protection, as well as at the municipal level before various local permitting authorities.

Mergers and Acquisitions

Keegan Werlin attorneys have extensive experience in mergers and acquisitions involving electric and gas companies in the New England region. The firm both advises clients on regulatory issues associated with mergers and acquisitions and represents clients in agency proceedings to secure the necessary approvals for such transactions. Keegan Werlin attorneys have also been actively involved in the development of rate plans, including the recovery of acquisition premiums and the development of quality-of-service standards, in order to meet requirements necessary to achieve regulatory approval for mergers and acquisitions.

Energy Procurement

Keegan Werlin has represented electric and gas utilities as well as a number of large industrial users of energy services in their efforts to buy or sell electricity and natural gas. When representing these utility companies and energy users, Keegan Werlin brings its unique experience in the regulatory arena, its substantive knowledge of the energy industry and its understanding of the developing competitive markets to serve its clients' interests. The firm has represented: electric companies in their divestiture of generating assets and purchase-power agreements pursuant to the Restructuring Act; energy companies in bidding on electric generation assets being sold through divestiture auctions; and natural gas local distribution companies in their outsourcing of their gas portfolio and in other transactions with large customers. KW's attorneys have also negotiated a variety of energy procurement agreements for electricity or gas on behalf of large commercial and industrial customers. Further, attorneys in the firm have served an array of independent power projects by negotiating numerous power sale agreements, transmission and interconnection agreements.

Appellate Litigation

Keegan Werlin represents clients in matters before the various courts of the Commonwealth, including the Massachusetts Supreme Judicial Court. Because a great deal of our energy regulatory work proceeds in administrative agencies, intervenors and unsuccessful parties may seek judicial review of the various agency decisions. In concert with Keegan Werlin's litigation section, the energy practice group prepares for and argues these appeals. Recent appeals in which KW has represented clients include issues regarding the recovery of stranded costs, siting and licensing of energy facilities, performance-based ratemaking, and mergers and acquisitions. By blending technical energy regulatory expertise with extensive litigation experience, the firm provides a comprehensive and complete service to our clients in the energy regulatory field.

Insurance Regulation

In addition to energy, gas and environmental regulation, attorneys at KW have expertise with the insurance rate setting process within Massachusetts and with the Massachusetts Division of Insurance. Firm members have represented the State Rating Bureau in rate-setting matters relating to the issues of losses, rate of return and industry-wide cost incurrence. Furthermore, KW attorneys have served as hearing officers in rate-setting proceedings and have participated in judicial appeals regarding insurance rate setting rendered by the Commissioner of the Division of Insurance.



OUR ATTORNEYS



Robert J. Keegan

Robert J. Keegan is a founding partner of Keegan Werlin LLP. He is an industry leader in representing electric generators, developers of

energy storage and delivery infrastructure, regulated and competitive retail energy providers and large energy users interested in exploring creative procurement strategies.

Mr. Keegan advises clients on matters relating to a broad range of regulatory and administrative compliance matters including regulatory approval of mergers and acquisitions, utility rate plans, energy-supply contracts, renewable resources, and load-management initiatives. He represents clients in adjudicatory and rulemaking proceedings involving rate-setting, pipeline safety, service quality and industry-restructuring issues. Mr. Keegan has also successfully represented several clients in appeals from the administrative record before the Massachusetts Supreme Judicial Court.

Before founding the firm in 1988, Mr. Keegan was appointed by the Governor for two terms as a Commissioner at the Massachusetts Department of Public Utilities from 1983 to 1988. Prior to his appointment as Commissioner, Mr. Keegan was Deputy Regional Counsel at the United States Department of Energy, 1979 to 1982.

He has also served as Special Assistant Attorney General, Massachusetts, 1990-1991; Consultant, Massachusetts Department of Public Utilities and Energy Law Institute, 1982-1983; Senior Trial Counsel, Massachusetts Department of Public Utilities, 1976-1979; and Trial Attorney, Massachusetts Defenders Committee, 1973-1975.

Mr. Keegan shares his knowledge as a faculty member of the National Association of Regulatory Utility Commissioners Annual Regulatory Studies Program, Graduate School of Business Administration, Michigan State University, est. 1984.

AREAS OF PRACTICE

- ❖ Administrative Law
- ❖ Energy Law
- ❖ Public Utilities
- ❖ Telecommunications

BAR ADMISSIONS

- ❖ Rhode Island, 2004
- ❖ U.S. Court of Appeals First Circuit, 1975
- ❖ U.S. District Court District of MA, 1975
- ❖ Massachusetts, 1973

PUBLISHED WORKS

- ❖ *A Market-Based Approach to PURPA (Co-Author with Paul Levy) American Bar Association Natural Resources and Environment, (Spring, 1987)*
- ❖ *Institutional Obstacles to ISDN Development International Council for Computer Communications, (September, 1987)*
- ❖ *Competitive Bidding: The New England Experience Public Utilities Papers, (1987)*
- ❖ *Options for Modifying Rate Base Regulation (Co-Author with Paul Levy) Public Utilities Papers, (1986)*

EDUCATION

- ❖ Boston College Law School, Boston, Massachusetts, J.D., 1973
Awards: *Recipient, John F. Cremens Award, 1941*
Student President, Boston College Legal Assistance Bureau, 1972-1973
- ❖ Boston College, Chestnut Hill, Massachusetts, B.S. Finance, *cum laude*, 1968



Robert N. Werlin

Robert N. Werlin is a partner in Keegan Werlin LLP, specializing in energy and regulatory

and telecommunications law. He represents electric, gas and telephone utilities, independent power producers and end users on issues concerning rates, public policy, regulatory matters, planning, contracts and project siting. Mr. Werlin joined the firm in 1991, after a seven-year career with the Massachusetts Department of Public Utilities, where he served as Chairman, Commissioner and General Counsel. Before joining the Department of Public Utilities, he was a Senior Attorney with the United States Department of Energy.

Mr. Werlin is an expert in the field of utility regulation and has represented major utility companies on a wide range of matters, including general rate cases, electric, gas and telecommunications industry restructuring, mergers and acquisitions, energy procurement, negotiation and arbitration of telecommunications interconnection agreements, financing approvals, alternative forms of regulation, regulatory accounting and asset divestitures.

On rate issues, Mr. Werlin has successfully represented electric and gas utilities in general rate proceedings, rate-design cases and in the recovering and reconciliation of hundreds of millions of dollars of stranded costs resulting from industry restructuring. He has represented telecommunications companies and electric and gas utilities in winning approval for alternative forms of regulation that have reduced the regulatory burdens placed on those companies. He has also participated in negotiation and arbitration of interconnection agreements for an incumbent local exchange carrier to implement the terms of the federal Telecommunications Act. He has also represented the telecommunications carrier in establishing rates for unbundled wholesale services.

Many of these cases went to trial before the administrative agency, but Mr. Werlin has been able to achieve multi-party settlements in a large number of cases. His expertise and counsel has led to successful and cost-effective outcomes for the client.

Areas of Practice

- ❖ Energy Law
- ❖ Telecommunications
- ❖ Public Utilities

Bar Admissions

- ❖ Massachusetts, 1981
- ❖ U.S. District Court, District of Connecticut, 1981

Memberships and Associations

- ❖ Boston Bar Association
- ❖ Member, Energy Law Section
- ❖ Massachusetts Bar Association, Member

Education

- ❖ Suffolk University Law School, Boston, Massachusetts, J.D., 1980
- ❖ Tufts University, Medford, Massachusetts
- ❖ Northeastern University, Boston, Massachusetts, B.A., Cum Laude, 1972



Cheryl M. Kimball

Cheryl M. Kimball is a partner at Keegan Werlin LLP, specializing in energy and regulatory and public utility law. She represents a number

of electric and gas utilities, as well as major project developers.

Ms. Kimball's representation of electric and gas utilities before public utility commissions in Massachusetts, Rhode Island and Connecticut includes advocacy and strategic guidance on issues relating to service-quality metrics and compliance, setting distribution rates, planning and cost recovery proposals for system reliability, infrastructure replacement, pension costs, energy procurement and safety compliance. She has successfully represented several electric and gas utilities in merger proceedings and on administrative appeals before the Massachusetts Supreme Judicial Court.

Ms. Kimball's energy facility siting experience includes experience working for the Massachusetts Energy Facility Siting Board on the siting of gas-fired generation facilities, and work on the private side representing developers in their efforts to obtain state permits and local zoning exemptions relating to the construction of energy infrastructure.

Before joining the firm in 1997, Ms. Kimball served in the position of Counsel for the Massachusetts Department of Public Utilities from 1996 to 1997 and as an Associate for Hiscock & Barclay in Syracuse, NY in 1994.

Areas of Practice

- ❖ Public Utilities
- ❖ Energy Law
- ❖ Regulatory/Administrative Law
- ❖ Administrative Law Appeals

Bar Admissions

- ❖ Rhode Island, 2002
- ❖ Massachusetts, 1995

Representative Cases

- ❖ NSTAR Electric Company v. Department of Public Utilities, 462 Mass. 381, 2011
- ❖ Fitchburg Gas and Electric Light Company d/b/a Unitil, 460 Mass. 800, 2011
- ❖ Southern Union Company d/b/a New England Gas Company v. Department of Public Utilities

Education

- ❖ Syracuse University College of Law, Syracuse, New York, J.D., magna cum laude, 1995
Certificate of Environmental Law
- ❖ Law Review: Associate, Syracuse Law Review, 199-3-1995



David S. Rosenzweig

David S. Rosenzweig is a partner in Keegan Werlin LLP's energy and regulatory practice, representing clients before state regulatory agencies, local permitting authorities and the Massachusetts courts. He advises a wide array of electric and gas companies, energy project developers and end users on issues concerning the siting,

permitting and licensing of energy facilities, rates, planning, energy procurement and transmission arrangements.

Mr. Rosenzweig's siting expertise includes: electric transmission lines (underground, aboveground and underwater); natural gas, oil and coal-fired electric generating facilities; interstate and intrastate natural gas pipelines; and natural gas storage facilities. He has also represented the region's first large-scale, off-shore wind power project in obtaining its state and local permits, licenses and siting approvals for energy infrastructure facilities from the Energy Facilities Siting Board, the Executive Office of Environmental Affairs pursuant to the Massachusetts Environmental Policy Act, the Department of Environmental Protection and various other state and local agencies, boards and governmental authorities.

He has also represented project developers in judicial proceedings in state and federal courts regarding challenges to permits and approvals initiated by project opponents.

Mr. Rosenzweig has also represented the region's electric and natural gas distribution companies on all regulatory matters before the Massachusetts Department of Public Utilities. He has counseled electric distribution companies in industry restructuring proceedings to unbundle their distribution rates and to recover stranded costs, including securing regulatory approvals for the divestiture of their electric generating facilities.

Mr. Rosenzweig has negotiated electric and gas supply agreements for large institutional energy users and power sale agreements for wholesale electric generators. He has advised clients in restructurings, buydowns and buyouts of power sale agreements between competitive wholesale generators and electric distribution companies. In addition, he has counseled clients on transmission, power delivery and project interconnection issues concerning the New England Power Pool and the New England Independent System Operator. Mr. Rosenzweig has also performed regulatory and permitting due diligence reviews for asset acquisitions of natural gas, oil and coal-fired electric generating facilities.

Mr. Rosenzweig has represented numerous clients in appellate proceedings before the Massachusetts Supreme Judicial Court on issues concerning administrative and regulatory law.

Before joining the firm in 1990, Mr. Rosenzweig worked at Boston Edison Company for seven years in a variety of legal, financial, rate and planning areas.

AREAS OF PRACTICE

- ❖ Administrative Law
- ❖ Energy Law
- ❖ Regulatory Law
- ❖ Contract Law

BAR ADMISSIONS

- ❖ U.S. Court of Appeals D.C. Circuit, 2012
- ❖ U.S. Supreme Court, 2011
- ❖ U.S. Court of Appeals First Circuit, 1989
- ❖ U.S. District Court District of MA, 1989
- ❖ Massachusetts, 1988

RECOGNITIONS

- ❖ "The Best Lawyers In America" 2007 - 2017

EDUCATION

- ❖ Suffolk University Law School, Boston, Massachusetts, J.D., cum laude, 1988
- ❖ Rensselaer Polytechnic Institute, Troy, New York, M.B.A., 1982
- ❖ Rensselaer Polytechnic Institute, Troy, New York, B.S. Management, 1981



Daniel P. Venora

Daniel P. Venora is a partner in Keegan Werlin LLP's energy and regulatory practice, specializing in

energy, regulatory and public utility law. Mr. Venora represents a number of electric and gas utilities, telecommunications companies, water companies and other businesses.

Mr. Venora advises clients in state administrative proceedings in Connecticut and Massachusetts, court appeals from administrative agency decisions and in legislative hearings. His representation of utilities and other companies before the Connecticut Public Utilities Regulatory Authority and the Massachusetts Department of Public Utilities includes advocacy and strategic guidance on issues relating to public utility rates, cost recovery, mergers and acquisitions, strategic business transactions, system reliability, service quality, renewable energy, and infrastructure siting. His infrastructure siting experience includes work before the Connecticut Siting Council to obtain approvals for electric generation plants, substations and telecommunications facilities.

Mr. Venora has successfully litigated proceedings involving significant economic, operational and public policy issues, including a 2012 merger of New England's largest electric and gas utility holding company; recovery in rates of over \$300 million of costs due to Storms Sandy, Irene and the October Nor'easter in 2011 and 2012; expansion of utility-owned solar energy facilities in Massachusetts; divestitures of nuclear, fossil and hydroelectric generation assets and related matters to implement Connecticut's electric restructuring law; as well as a number of public utility rate cases. Mr. Venora has also advised clients on state legislative issues and has provided testimony at legislative hearings on issues of energy policy and utility laws.

Before joining Keegan Werlin in 2014, Mr. Venora served in the position of Assistant General Counsel with Northeast Utilities from 1989 – 2007.

Areas of Practice

- ❖ Public Utilities
- ❖ Energy Law
- ❖ Administrative Law

Bar Admissions

- ❖ Connecticut
- ❖ Massachusetts
- ❖ New York
- ❖ U.S. District Court, District of Connecticut

Recognitions

- ❖ Certified as AV Preeminent®, Martindale-Hubbell Peer Review Rated, in the area of Utility Law.
- ❖ Connecticut Super Lawyers, 2013 – 2016
- ❖ Massachusetts Super Lawyers, 2014, 2015
- ❖ The Best Lawyers in America, 2015, 2016, 2017

Education

- ❖ St. John's University School of Law, J.D., cum laude 1984
- ❖ St. John's Law Review, 1982-1984
- ❖ Fordham University, B.A., 1981



John K. Habib

John K. Habib (Jack) is a partner in Keegan Werlin LLP's energy and regulatory and governmental and legislative

relations practices, specializing in energy and public utility law, as well as governmental and legislative advocacy. He represents a number of electric and gas utilities and an interstate natural gas transmission company on issues concerning rates, planning, energy procurement and facility siting.

Mr. Habib's representation of electric and gas utilities before the Department of Public Utilities includes advocacy on issues relating to distribution rates, energy supply, renewable energy, energy efficiency, system reliability, competitive market initiatives and service quality. Specifically, he has represented electric utilities in proceedings relating to the implementation of the Electric Restructuring Act of 1997, including proceedings governing the divestiture of generation facilities and purchase power agreements, implementation of default service policy and service quality. He has also represented electric utilities in proceedings before the DPU regarding the Massachusetts Green Communities Act and related legislation, including proceedings governing the procurement of long-term renewable power, smart grid investments and the interconnection of distributed generation. Mr. Habib has represented gas utilities in proceedings before the DPU regarding gas procurement and related issues.

Mr. Habib's energy facility siting experience includes representation of generation facility developers and public utilities before the Energy Facilities Siting Board and the DPU in order to obtain state permits and zoning exemptions relating to the construction of energy infrastructure.

Mr. Habib has represented an interstate natural gas pipeline company before the Massachusetts Legislature and various municipalities on governmental relations issues regarding pipeline siting. He has also represented clients in appellate proceedings before the Massachusetts Supreme Judicial Court on issues concerning administrative and regulatory law.

Before joining Keegan Werlin in 1998, Mr. Habib was an attorney at the Massachusetts Department of Public Utilities. He was also General Counsel to Massachusetts State Senator John D. O'Brien from 1993 to 1997, during which time he authored legislation on behalf of the Joint Special Committee on Electric Utility Restructuring.

AREAS OF PRACTICE

- ❖ Public Utility Law
- ❖ Energy Law
- ❖ Administrative Law
- ❖ Government Relations & Lobbying

BAR ADMISSIONS

- ❖ Rhode Island, 2006
- ❖ Massachusetts, 1993

EDUCATION

- ❖ Boston University School of Law, Boston, Massachusetts, J.D., 1993
- ❖ Boston College, Boston, Massachusetts, B.S. Political Science, *magna cum laude*, 1990



Danielle Winter

Danielle Winter is a Partner at Keegan Werlin LLP specializing in energy and regulatory and public utility law. She represents a number of electric and gas utilities on issues concerning rates, planning, and energy procurement.

Ms. Winter's representation of electric and gas utilities before the Department of Public Utilities includes advocacy on issues relating to distribution rates, energy supply, renewable energy, grid modernization, system reliability, and service quality. Specifically, Ms. Winter has represented electric utilities in proceedings regulating the procurement of long-term renewable power, time varying rates, their continued modernization of the electric grid and the interconnection of distributed generation. She has represented gas utilities in proceedings before the DPU regarding base distribution rates, cyber security and gas procurement and related issues.

Prior to joining Keegan Werlin, Ms. Winter was an Assistant Attorney General in the Massachusetts Attorney General's Office, Office of Ratepayer Advocacy. She was also an Assistant Counsel at the New York State Department of Public Service.

Areas of Practice

- ❖ Energy Law
- ❖ Regulatory Law
- ❖ Public Utilities

Bar Admissions

- ❖ Massachusetts, 2009
- ❖ New York, 2002

Representative Cases

- ❖ NSTAR Electric Company and Western Massachusetts Electric Company, D.P.U. 12-76 (2012 – present)
- ❖ NSTAR Electric Company and Western Massachusetts Electric Company, D.P.U. 14-04 (2014 – present)
- ❖ NSTAR Gas Company, D.P.U. 14-64 (ongoing)
- ❖ NSTAR Gas Company, D.P.U. 13-159 (2013)



Jon N. Bonsall

Jon N. Bonsall is a partner in Keegan Werlin LLP's governmental and legislative relations practice group, concentrating in the areas of governmental relations, legislative advocacy, and regulatory and public utility law.

A registered lobbyist in the Commonwealth for over thirty years, Mr. Bonsall has represented clients before the Massachusetts Legislature and the Executive Branch on a broad range of issues including taxes, environmental regulation, utility restructuring, energy policy, procurement and finance.

Mr. Bonsall has represented a significant number of energy project developers at all levels of government, including on projects involving interstate and intrastate natural gas pipelines, natural gas and coal-fired electric generating facilities, and electric transmission lines.

Mr. Bonsall has structured and implemented a governmental relations strategy that is designed to support a project's overall permitting efforts. He has provided representation before such entities as the Massachusetts Legislature, state regulatory and policy bodies, the Congressional Delegation, municipal elected officials and local Conservation Commissions.

In addition, he has performed regulatory and permitting due diligence reviews for asset acquisitions of nuclear, oil and coal-fired electric generating facilities.

Mr. Bonsall was elected Chair of SCG Legal (formally the State Capital Global Law Firm Group) for the 2005-2006 term. As an association of approximately 160 independent law firms, SCG Legal members are located in all 50 U.S. state capitals and in business markets and financial centers around the globe. The legal services provided to clients of member firms range from standard business issues and complex transactions to assistance with regulatory and legislative processes. Member firm attorneys work with leading and growing companies in every industry from software and pharmaceuticals to energy and transportation. SCG Legal provides an effective resource for identifying local counsel worldwide. Keegan Werlin is the exclusive Massachusetts member of SCG Legal.

Before joining the firm in 1989, Mr. Bonsall served as State Director for Government Relations for AT&T. Prior he served as Chairman of the Massachusetts Department of Public Utilities. Mr. Bonsall also worked for the House Leadership in the Massachusetts Legislature for more than nine years before his term at the Department.

AREAS OF PRACTICE

- ❖ Government Relations & Lobbying
- ❖ Public Utilities Regulation

BAR ADMISSIONS

- ❖ U.S. District Court District of MA, 1974
- ❖ Massachusetts, 1973

RECOGNITIONS

- ❖ "The Best Lawyers in America" 1991-1996
- ❖ Who's Who in American Law, 4th and 6th editions
- ❖ Author: *50 State Handbook: Lobbying, PAC's and Campaign Finance*, West Publishing Company, 1994-2015

EDUCATION

- ❖ Boston College Law School, Boston, Massachusetts, J.D., 1973
- ❖ Holy Cross College, Worcester, Massachusetts, B.A., History, 1970



Barry P. Fogel

Barry P. Fogel is a partner at Keegan Werlin LLP and became the initial member of its Environmental, Municipal and Land Use Group.

Mr. Fogel's clients include a wide variety of businesses, institutions, municipalities and individuals engaged in real estate transactions, land use development, and permit and enforcement proceedings involving compliance with federal, state and local environmental regulations.

A major portion of Mr. Fogel's practice involves working with clients and their consultants to guide proposals for new or modified projects through all levels of environmental impact review and permitting including major energy and infrastructure projects; industrial and commercial facilities; and other land uses and Brownfield developments that require approvals for waste discharges, air emissions, waste-site remediation, and resolution of liability disputes.

Mr. Fogel has extensive experience with construction projects that require permits and licenses for activities in and near inland and coastal wetlands and other protected resource areas. He also regularly manages cases involving administrative appeals, resolution of enforcement notices, and civil disputes involving litigation and mediation.

Previous to joining the firm in 1991, Mr. Fogel worked for six years as a Deputy General Counsel and Regional Director with the Massachusetts Department of Environmental Protection, and before that he served as Counsel to the District of Columbia City Council's Committee on Transportation and Environmental Affairs.

Mr. Fogel is also an active teacher, having instructed the Administrative Agency Advocacy Workshop: MCLE; and Environmental Science for Lawyers, Boston Bar Association.

AREAS OF PRACTICE

- ❖ Environmental Law
- ❖ Administrative Law
- ❖ Litigation & Appeals

BAR ADMISSIONS

- ❖ U.S. District Court, District of MA, 2008
- ❖ U.S. Court of Appeals 1st Circuit, 1986
- ❖ District of Columbia, 1983
- ❖ Massachusetts, 1982

PRO BONO ACTIVITIES

- ❖ Massachusetts Environmental Justice Network, 1997 – 1999

EDUCATION

- ❖ American University, Washington College of Law, Washington, D.C., J.D., 1982
- ❖ Wesleyan University, Middletown, Connecticut, B.A., Geology and Earth Sciences, 1976



Catherine J. Keuthen

Catherine J. Keuthen is a partner in Keegan Werlin LLP's energy and regulatory practice. She concentrates in the areas of utility

regulation and energy law, counseling clients and representing them before the Department of Public Utilities and the Energy Facilities Siting Board.

Before joining the firm in 2011, Ms. Keuthen practiced utility law in the private sector and prior to that, she worked as an Assistant General Counsel for NSTAR and Boston Edison Company, successfully representing them on a wide range of matters, including general rate cases, electric industry restructuring, and energy procurement.

Ms. Keuthen's practice currently focuses on representing energy and utility clients before the Department of Public Utilities and the Energy Facilities Siting Board in cases involving electric transmission lines, substations and ancillary equipment, zoning exemptions and other regulatory matters. She advises electric and gas companies on issues concerning the siting, permitting and licensing of energy facilities and transmission arrangements.

AREAS OF PRACTICE

- ❖ Energy Law
- ❖ Administrative Law
- ❖ Contract Law

BAR ADMISSIONS

- ❖ U.S. Supreme Court
- ❖ U.S. District Court District of MA
- ❖ U.S. Court of Appeals First Circuit
- ❖ Supreme Judicial Court of MA

EDUCATION

- ❖ Boston College Law School, Boston, Massachusetts, J.D., cum laude
- ❖ Mount Holyoke College, B.A., cum laude



Cheryl A. Blaine

Cheryl A. Blaine is a partner at Keegan Werlin LLP and has been a member of the Firm's Environmental, Municipal and Land Use Group since 1997.

Ms. Blaine specializes in assisting individuals, corporations and municipalities in project development. She has significant experience in land use and environmental permitting, real estate transactions involving contaminated properties, insurance claims for environmental damage and litigation, adjudication, negotiation, enforcement and defense involving environmental and land use issues.

Ms. Blaine received her Juris Doctor, *cum laude*, from Suffolk University Law School in 1993 and completed her Bachelor of Science degree from Northeastern University in 1981. Before attending law school, Ms. Blaine was an analytical chemist and environmental consultant providing technical and quality-control/quality-assurance support to the United States Environmental Protection Agency in connection with New England Superfund Sites.

Ms. Blaine is admitted to practice before the bars of Massachusetts and the United States District Court. She is a member of the Massachusetts Bar Association's Property Law and Public Law sections, the Real Estate Bar Association and the Women's Bar Association.

Ms. Blaine has co-authored the following books:

"Alteration of Nonconforming Structures and Uses Under the Zoning Act: Is there a Difference Between Lawful and Unlawful?" co-author with Barry P. Fogel and H. Theodore Cohen, Massachusetts Bar Association Section Review, summer 2002.

"Standing in Wetland Appeals: How Recent Developments Alter the Right to Challenge State and Local Decisions" co-author with Barry P. Fogel, Massachusetts Bar Association Section Review, fall 2005.

Areas of Practice

- ❖ Environmental Law
- ❖ Land Use & Zoning
- ❖ Municipal Law

Bar Admissions

- ❖ U.S. District Court District of MA, 1994
- ❖ Massachusetts, 1993

Education

- ❖ Suffolk University Law School, Boston, Massachusetts, J.D., *cum laude*, 1993
- ❖ Certificate of Environmental Law
- ❖ Northeastern University, Boston, Massachusetts, B.S., Biology, 1981



Erika J. Hafner

Erika J. Hafner is a partner at Keegan Werlin LLP. Ms. Hafner concentrates in the areas of energy and regulatory, administrative, and

environmental, municipal and land use law. She has represented energy and utility clients before the Department of Public Utilities in cases involving service territory disputes, franchise rights, rate issues, energy efficiency programs, zoning exemptions and other regulatory matters. Ms. Hafner's practice before the Energy Facilities Siting Board has included an array of different energy facilities, including natural gas generating facilities, peaking units, renewable energy projects, natural gas pipelines, electric transmission lines, substations and ancillary equipment. She has also represented the region's first large-scale, off-shore wind power project in obtaining its state and local permits.

Before joining the firm in 2001, Ms. Hafner worked at the Massachusetts Office of Dispute Resolution and interned at the Government Bureau in the Office of the Attorney General of Massachusetts. Prior to receiving her Juris Doctor from Boston College Law School, where she was a member of the Boston College Environmental Affairs Law Review, Ms. Hafner completed her Bachelor of Arts degree in Government, *magna cum laude*, from Bowdoin College.

Ms. Hafner is admitted to practice before the bars of Massachusetts, the United States District Court and the First Circuit Court of Appeals. She is also a member of the American, Massachusetts and Boston Bar Associations.

AREAS OF PRACTICE

- ❖ Energy Law
- ❖ Administrative Law
- ❖ Environmental Law

BAR ADMISSIONS

- ❖ Massachusetts, 2001

EDUCATION

- ❖ Boston College Law School, Newton, Massachusetts J.D.
Law Review: Boston College
Environmental Affairs Law Review,
1998 – 2000
- ❖ Bowdoin College, Brunswick, ME,
A.B. Government and Legal Studies,
Magna Cum Laude



Michael J. Koehler

Michael J. Koehler is a Partner at Keegan Werlin LLP specializing in energy and regulatory, public utility and environmental, municipal and land use law.

He represents energy and utility clients before administrative agencies such as the Department of Public Utilities, the Energy Facilities Siting Board and the Cape Cod Commission, as well as various local authorities.

Representative matters have involved rate issues, long-term power purchase agreements for renewable energy, net metering and the siting and permitting of an array of different energy infrastructure facilities, including natural gas generating facilities, renewable energy projects, natural gas pipelines, electric transmission lines, substations and ancillary equipment.

Before joining the firm in 2008, Mr. Koehler served as a law clerk on the bench of the Massachusetts Superior Court of Massachusetts. Mr. Koehler is admitted to practice in Massachusetts and is an active member of the Boston Bar Association, where he has served as co-chair of the Energy and Telecommunications committee; a member of the BBA's Environmental Sustainability Task Force; and a member of the Education Committee. He is currently participating as a fellow of the BBA's Public Interest Leadership Program.

Mr. Koehler received his Juris Doctor from Suffolk University Law School, cum laude, and his Masters in Public Administration from the Sawyer School of Management. At Suffolk, Mr. Koehler served as the Managing Editor of the Suffolk Journal of Trial and Appellate Advocacy. He also received a Rappaport Fellowship in Law and Public Policy that enabled him to work for the City of Boston's Environmental and Energy Services Cabinet. Prior to law school, Mr. Koehler received his Bachelor of Arts degree in Geography and Environmental Studies from Middlebury College.

In addition to his professional pursuits, Mr. Koehler serves in various capacities as an alumni volunteer for Phillips Academy (Andover) and on the Board of Trustees for Thompson Island Outward Bound Education Center in Boston Harbor.

AREAS OF PRACTICE

- ❖ Administrative Law
- ❖ Energy Law
- ❖ Environmental Law

BAR ADMISSIONS

- ❖ U.S. Court of Appeals D.C. Circuit, 2012
- ❖ U.S. Supreme Court, 2011
- ❖ U.S. Court of Appeals First Circuit, 2011
- ❖ U.S. District Court District of MA, 2010
- ❖ Massachusetts, 2007

RECOGNITIONS

- ❖ Massachusetts Super Lawyers: Rising Star, 2015

EDUCATION

- ❖ Suffolk University Law School, Boston, Massachusetts, J.D./MPA, *cum laude*, 2007
- ❖ Middlebury College, B.A. Geography and Environmental Studies, 1999



Brendan P. Vaughan

Brendan P. Vaughan is an associate at Keegan Werlin LLC specializing in energy, regulatory, and public utility law. He represents

energy and utility clients before administrative agencies such as the Department of Public Utilities and the Energy Facilities Siting Board.

Mr. Vaughan received his Juris Doctor from Boston College Law School. While attending Boston College Law School, he worked as a Judicial Intern for The Honorable F. Dennis Saylor, IV, of the United States District Court for the District of Massachusetts. After his first and second years of law school, Mr. Vaughan worked for the Middlesex District Attorney's Office and as a summer associate for Keegan Werlin.

Mr. Vaughan received his Bachelor of Arts in political science, cum laude, from Salve Regina University in Rhode Island. At Salve Regina University he was a member of the Pi Sigma Alpha National Political Science Honor Society and a Chi Alpha Sigma National College Athlete Honor Society Honoree.

He brings a wide berth of experience to the firm; before joining the firm in 2016, Mr. Vaughan practiced law at Campbell Campbell Edwards & Conroy, handling civil litigation matters, and Northern LNG LLC, a small energy start-up.

Areas of Practice

- ❖ Energy Law
- ❖ Administrative Law
- ❖ Public Utilities

Bar Admissions

- ❖ U.S. District Court District of MA, 2015
- ❖ Connecticut, 2015
- ❖ Massachusetts, 2014

Education

- ❖ Boston College Law School, Boston, Massachusetts, J.D., 2014
- ❖ Salve Regina University, Newport, Rhode Island, B.A. Political Science, 2011
- ❖ Member, Pi Sigma Alpha National Political Honor Society; Honoree, Chi Alpha Sigma National College Athlete Honor Society



Jessica C. Buno

Jessica C. Buno is an associate at Keegan Werlin LLP, specializing in energy and regulatory, public utility, and environmental, municipal and land use law.

Prior to joining the firm, Ms. Buno was a Hearing Officer at the Massachusetts Department of Public Utilities. Previously, she was an associate at the Steinverzel Law Group P.C. in White Plains, New York where she practiced environmental law, construction law, and litigation.

Ms. Buno is a co-author of *Municipalities and Gas Extraction...What the Frack?*. New York Law Journal (2012).

Areas of Practice

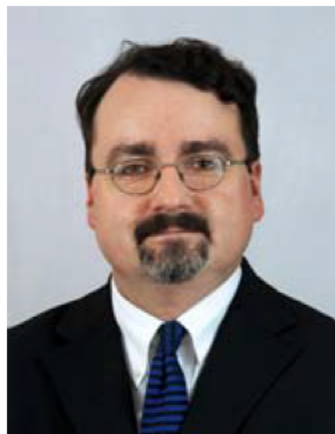
- ❖ Energy Law
- ❖ Public Utilities
- ❖ Environmental Law
- ❖ Litigation

Bar Admissions

- ❖ Illinois, 2009
- ❖ New York, 2009
- ❖ U.S. District Court Southern District of New York, 2009
- ❖ Massachusetts, 2008

Education

- ❖ Pace University School of Law, White Plains, New York, J.D., 2008
Certificate of Environmental Law
- ❖ Wellesley College, Wellesley, MA, B.A.
Environmental Studies and Psychology, 2005



Steven Frias

Steven Frias is an associate at Keegan Werlin LLP. He specializes in public utility,

energy and regulatory, telecommunications, and administrative law.

Prior to joining the firm, Mr. Frias served as Senior Legal Counsel to the Rhode Island Public Utilities Commission for two years. He then served as Executive Counsel of the Rhode Island Public Utilities Commission and Legal Counsel to the Rhode Island Energy Facility Siting Board for six years. During his employment as Executive Counsel, he authored "Beyond 271 - From an Open Market to a Fully Competitive Market: A Roadmap for State Commissions," for the NRRI Journal of Applied Regulation. Before entering public service, Mr. Frias served as an associate at Zizik, LaSalle & Power, P.C., specializing in litigation.

Since 1999, Mr. Frias has taught *Paralegals and the Litigation Team in Rhode Island*, a seminar at the Institute for Paralegal Education.

AREAS OF PRACTICE

- ❖ Administrative Law
- ❖ Energy Law
- ❖ Public Utilities
- ❖ Telecommunication

BAR ADMISSIONS

- ❖ Massachusetts, 1998
- ❖ U.S. District Court District of RI, 1998
- ❖ Rhode Island, 1997

PUBLISHED WORKS

- ❖ *Cranston and Its Mayors: A History*, The History Press, Charleston SC, 2011
- ❖ *Beyond 271 - From an Open Market to a Fully Competitive Market*, NRRI Journal of Applied Regulation, 1, 2003
- ❖ *Flagrant Disregard for Tradition*, Suffolk University Law Review, 30, 1997

RECOGNITIONS

- ❖ Coolidge Prize for Journalism, 2015

EDUCATION

- ❖ Suffolk University Law School, Boston, Massachusetts, J.D., *cum laude*, 1997
- ❖ Brown University, Providence, RI, B.A. Political Science and International Relations, 1993



Matthew Stern

Matthew Stern is an associate in Keegan Werlin LLP's energy regulatory practice, specializing in

energy and public utility law, environmental law, and land use.

Before joining the firm, Mr. Stern represented developers and utilities in Vermont regarding the siting of energy generation and transmission facilities, land use and zoning disputes, and civil litigation. In that role, Mr. Stern successfully obtained state permits for the construction of dozens of solar generation facilities, including one of the largest operating solar facilities in Vermont, and the state's first commercial-scale net metered facility. In addition, he has successfully tried cases concerning civil and land use matters and has represented clients in appellate proceedings before the Vermont Supreme Court.

Prior to his work in Vermont, Mr. Stern was a law clerk with the U.S. Environmental Protection Agency, and a staff attorney with an environmental non-profit in Philadelphia.

Mr. Stern is a graduate of Vermont Law School, where he earned his J.D., Master of Environmental Law and Policy, and Certificate of Energy Law. While there, he was a member of the national moot court competition team and a research associate at the law school's Institute for Energy and the Environment (IEE). He is the co-author of *NERC Today and Tomorrow: Living in the New World of Mandatory Reliability Standards*, 148 No. 3 Pub. Util. Fort. 32, (2010) and contributed research regarding the implementation of smart grid technology for a research initiative of the IEE, now published in *A Smarter, Greener Grid: forging environmental progress through smart energy policies and technologies*, Jones, K. and Zoppo, D. (2014).

Areas of Practice

- ❖ Energy Law
- ❖ Public Utilities
- ❖ Environmental Law
- ❖ Litigation

Bar Admissions

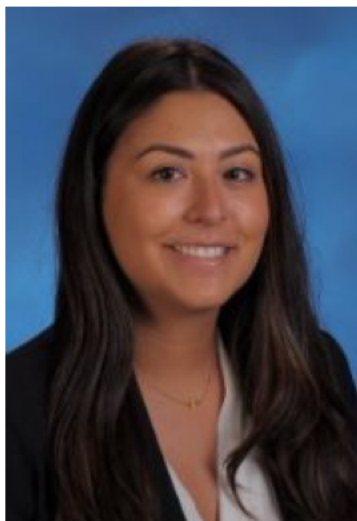
- ❖ Pennsylvania, 2011
- ❖ Vermont, 2012
- ❖ U.S. District Court, District of Vermont, 2015
- ❖ Massachusetts admission pending

Memberships and Associations

- ❖ American Bar Association
- ❖ Vermont Bar Association

Education

- ❖ Vermont Law School, J.D., 2011, *magna cum laude*
Certificate of Energy Law
- ❖ Vermont Law School, Master Environmental Law and Policy, 2011, *magna cum laude*
- ❖ The Pennsylvania State University, B.S. Energy Business and Finance, 2008



Ashley Wagner

Ashley Wagner is an associate in Keegan Werlin LLP's energy regulatory practice, specializing in energy and public utility law.

Ms. Wagner received her Juris Doctor from Boston University School of Law. After completing her first year of law school, Ms. Wagner worked at the Irish

International Immigrant Center in Boston, Massachusetts. While attending law school, Ms. Wagner worked as a law clerk for Keegan Werlin.

Ms. Wagner served as Articles Editor for the International Law Journal at Boston University School of Law. Ms. Wagner's note, The Failure of Corporate Social Responsibility Provisions within International Trade Agreements and Export Credit Agencies as a Solution, 35 B.U. INT'L L.J. (2017), was published by the International Law Journal.

Ms. Wagner received her Bachelor of Arts in International Studies and Latin American Studies from the University of San Francisco.

AREAS OF PRACTICE

- ❖ Energy Law
- ❖ Public Utilities

BAR ADMISSIONS

- ❖ Massachusetts, 2017

EDUCATION

- ❖ Boston University Law School, Boston, Massachusetts, J.D., 2017
- ❖ University of San Francisco, San Francisco, California, B.A., 2013



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**UTILITY MATTERS BEFORE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES AND
MASSACHUSETTS SUPREME JUDICIAL COURT**

CLIENT	DOCKET NO.	DESCRIPTION	COMMENTS
Major DPU Cases			
Eastern Enterprises Colonial Gas Company	D.T.E. 98-128 (1999)	Petition for approval of Merger and 10-year rate plan	Approved by the DTE allowing for full recovery of merger costs, including acquisition premium.
Eastern Enterprises Essex County Gas Company	D.T.E. 98-27 (1998)	Petition for approval of Merger and 10-year rate plan	Approved by the DTE allowing for full recovery of merger costs, including acquisition premium, through retention of merger savings during 10-year rate-freeze.
BEC Energy/ Commonwealth Energy System	D.T.E. 99-19 (1999)	Petition for approval of Merger among Boston Edison Company, Cambridge Electric Light Company, Commonwealth Electric Company and approval of 4- year rate plan	Approved by the DTE, allowing for full recovery of merger-related costs, including acquisition premium over 4-year rate-freeze period and through rates in subsequent years
Boston Gas Company/ Colonial Gas Company/ Essex County Gas Company	D.T.E. 99-76 (1999)	Petition for approval of a three-year gas resource asset-management contract with gas supply.	DTE approval granted for first portfolio outsourcing arrangement over one year.
Southern Union Company	D.T.E. 01-52 (2002)	Petition for permission to issue stock dividend . This required a legislative change to G.L. c. 164. § 14, which barred stock dividends. KW also handled legislative process.	DTE approval granted under new statutory provision.



**UTILITY MATTERS BEFORE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES AND
MASSACHUSETTS SUPREME JUDICIAL COURT**

Boston Gas Company, d/b/a KeySpan Energy Delivery	D.T.E. 03-40 (2003)	Base-rate petition including request for approval of Pension Reconciliation Adjustment Mechanism .	Approval of imputed (50/50) capital structure, rate base recovery of \$42 million customer information system and establishment of reconciling factor for recovery of pension and PBOP expenses with carrying charges at weighted cost of capital.
NSTAR Electric & Gas	D.T.E. 03-47 (2003)	Petition for Pension Adjustment Mechanism outside of base rates.	Approved by the DTE and providing full reconciliation and collection of pension and PBOP expenses with carrying charges at weighted cost of capital.
NSTAR Electric/NSTAR Gas	D.T.E. 05-85	Petition for approval of settlement of issues relating to company request for increase in base rates of \$89 million and approval of a PBR mechanism	Approved by the DTE within 30 days providing base revenue increase of \$30 million in base rates and the implementation of a performance-based Simplified Incentive Plan.
NSTAR Electric Company	D.P.U. 06-82 / D.P.U. 10-126	Petition for approval for the recovery of costs incurred pursuant to the Company's Capital Project's Scheduling List.	Settlement filed 12/31/2014, approved by the Department March 2015.
New England Gas Company	D.P.U. 07-46 (2007)	Petition for approval of settlement of issues relating to company request for increase in annual base revenues of \$4.2 million	Approved by DPU within 60 days, provided base revenue increase as requested and implemented recovery mechanisms for gas-related bad debt and pension and post-retirement benefits.



**UTILITY MATTERS BEFORE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES AND
MASSACHUSETTS SUPREME JUDICIAL COURT**

New England Gas Company	D.P.U. 08-35 (2009)	Petition for approval of an increase in annual base revenues of \$5.6 million.	Rate increase of approximately \$4M approved February 2, 2009.
New England Gas Company	D.P.U. 08-64 (2012)	Petition for approval of an earnings sharing rate adjustment pursuant to the terms of D.P.U. 07-46.	Order issued February 2, 2009 denying request. Supreme Judicial Court rules in favor of Company on Appeal.
Bay State Gas Company	D.P.U. 09-30	Petition for approval for an increase in base rates of \$34 million, with revenue decoupling and targeted infrastructure replacement trackers.	Order approved increase annual rate revenues by \$19 million. Trackers for RDM and TIRF approved.
NSTAR Electric Company	D.P.U. 09-95 (2015)	Petition for approval of NSTAR Electric's 2009 distribution rate adjustment/reconciliation filing.	Settlement approved by the Department.
NSTAR Gas and Electric Company	D.P.U. 09-120 / D.P.U. 09-126 D.P.U. 12-105 / D.P.U. 12-110 D.P.U. 15-164/ D.P.U. 15-169	Petitions for approval of Three-Year Energy Efficiency Plans f	Approved by the Department.
New England Gas Company	D.P.U. 10-114	Petition for approval of an increase in annual base revenues of \$5.6 million, with revenue decoupling and targeted infrastructure replacement trackers.	Order approved increase annual revenues by \$5 million and trackers for RDM and TIRF.
NSTAR	D.P.U. 10-124	Petition for approval of 2010 Distribution Rate Adjustment/Reconciliation filing	Order approved all proposed rates; approval of reconciliation is pending.



**UTILITY MATTERS BEFORE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES AND
MASSACHUSETTS SUPREME JUDICIAL COURT**

NSTAR Electric Company	D.P.U. 10-163 / 11-92	Petition for approval of smart grid adder costs including those associated with the Company's dynamic pricing pilot	Approved by the Department.
NSTAR / Northeast Utilities Merger Proceeding	D.P.U. 10-170	Petition for approval of merger	Approved by the Department.



**UTILITY MATTERS BEFORE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES AND
MASSACHUSETTS SUPREME JUDICIAL COURT**

National Grid Gas	D.P.U. 10-55	Petition for approval for an increase in base rates of \$62 million , with revenue decoupling and targeted infrastructure replacement trackers.	Order approved increase annual rate revenues by \$58 million. Trackers for RDM and TIRF approved.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 11-01/11-02	Petitions for approval of an increase in annual base revenues of \$11.5 million on a combined basis, with revenue decoupling for both its gas and electric operations.	Order approved increase in annual revenues by \$7 million for gas and electric divisions with revenue decoupling for electric operations.
Bay State	D.P.U. 11-31 (2013)	Petition for approval of the company's Revenue Decoupling Adjustment Factor for the 2011 Off-Peak Period.	Approved by the Department.
National Grid (Gas)	D.P.U. 11-37 D.P.U. 12-38 D.P.U. 13-78 D.P.U. 14-76	Petitions for Approval of Annual Targeted Infrastructure Recovery Factors	Approved by the Department
Bay State	D.P.U. 11-87-A (2012)	Petition for approval of the company's Revenue Decoupling Adjustment Factor for the 2011-2012 Peak Period.	Approved by the Department.
WMECO	D.P.U. 11-105-A (2013)	Petition for approval of Revenue Decoupling Adjustment Factor and amendments to its Decoupling Tariff.	Approved by the Department.
National Grid	D.P.U. 11-58 (2012)	Petition for approval of 2011-2012 Peak Revenue Decoupling Adjustment Factors	Approved by the Department.



**UTILITY MATTERS BEFORE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES AND
MASSACHUSETTS SUPREME JUDICIAL COURT**

National Grid	D.P.U. 11-85-A/11-119-A	Investigation into storm outages associated with Tropical Storm Irene and October Snowstorm	\$18.725 million credit back to customers.
NSTAR Electric Company	D.P.U. 11-85-B/11-119-B	Investigation into storm outages associated with Tropical Storm Irene and October Snowstorm	\$2.4 million credit back to customers.
National Grid (Electric)	D.P.U. 11-129	Petition for approval of \$45 million smart grid pilot	Approved by Department
NSTAR Electric Company	D.P.U. 11-90	Petition for approval of 2011 Distribution Rate Adjustment/Reconciliation filing	Approved by the Department.
NSTAR Electric Company	D.P.U. 11-96	Petition of Cape and Vineyard Electric Cooperative to require NSTAR Electric to pay cash for Class II net metering credits	Petition of CVEC rejected by the Department.
Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 12-25	Petition for approval of an increase in annual base revenues with modifications to revenue decoupling and targeted infrastructure reinvestment trackers.	Order approving increased annual rate revenues by \$8 million with expanded TIRF trackers.
New England Gas Company	D.P.U. 12-50	Petition for approval of Revenue Decoupling Adjustment Factor for 2012-2013 Peak period.	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 12-63-A (2013)	Petition for approval of Revenue Decoupling Adjustment Factor for 2012-2013 Peak period.	Approved by the Department.
National Grid (Electric)	D.P.U. 13-147	Petition for approval of long-term renewable contracts	Approved by the Department



**UTILITY MATTERS BEFORE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES AND
MASSACHUSETTS SUPREME JUDICIAL COURT**

NSTAR Electric and Western Massachusetts Electric Company	D.P.U. 13-148/ D.P.U. 13-149	Petition for approval of long-term renewable contracts	Approved by the Department
NSTAR Gas Company	D.P.U. 14-64 (2015)	Petition of NSTAR Gas Company for approval of a Gas Service Agreement between NSTAR Gas Company and Hopkinton LNG Corp.	Approved by the Department. Allows for annual reconciliation of LNG refurbishment costs.
Columbia Gas of Massachusetts/Liberty Utilities/NSTAR Gas Company	D.P.U. 14-111	Petition for emergency authorization to plan for a portion of the Winter 2014/15 gas-supply requirements of capacity-exempt transportation customers converting to Default Service between November 1, 2014 and April 30, 2015.	Approved by the Department.
Columbia Gas of Massachusetts/Liberty Utilities//National Grid (Gas)/NSTAR Gas Company	D.P.U. 14-132 D.P.U. 14-133 D.P.U. 14-134 D.P.U. 14-135	Petitions for approval of gas system enhancement programs	Approved by the Department
Columbia Gas of Massachusetts/Liberty Utilities/NSTAR Gas Company	D.P.U. 15-43	Petition of gas LDCs for authorization to plan for a portion of the Winter 2015/2016 gas supply requirements of capacity exempt transportation customers.	Approved by the Department
NSTAR Electric Company/Western Massachusetts Electric Company	D.P.U. 15-84	Petition for Approval of Multi State Clean Energy Request for Proposals	Approved by the Department



**UTILITY MATTERS BEFORE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES AND
MASSACHUSETTS SUPREME JUDICIAL COURT**

National Grid (Electric)			
NSTAR Electric Company/ Western Massachusetts Electric Company	D.P.U, 15-181	Petition of electric companies for approval of 20 year term gas capacity agreements	Withdrawn following SJC ruling that Department could not review or authorize such contracts.
National Grid (Electric)	D.P.U. 16-05/D.P.U. 16-07	Petition of electric companies for approval of 20 year term gas capacity agreements	Withdrawn following SJC ruling that Department could not review or authorize such contracts.
NSTAR Gas Company	D.P.U. 16-65	NSTAR Gas Company petition for approval of a demand charge pursuant to a Gas Service Agreement	Approved by Department
Boston Gas Company and Colonial Gas Company d/b/a National Grid	D.P.U. 17-101	Petition for Approval of proposed Calendar Year 2016 Targeted Infrastructure Recovery Factors	Ongoing investigation by the Department.
NSTAR Gas Company d/b/a Eversource Energy	D.P.U. 17-124	Petition of NSTAR Gas Company d/b/a Eversource Energy for approval of its Revenue Decoupling Adjustment Factors for the 2017-2018 Peak Period, November 1, 2017 through April 30, 2018.	Approved by the Department



**UTILITY MATTERS BEFORE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES AND
MASSACHUSETTS SUPREME JUDICIAL COURT**

Appeals to the Supreme Judicial Court Of Massachusetts			
NSTAR Electric Company	<u>NSTAR Electric Company v. Department of Public Utilities</u> , SJC Docket No. 10904	Appeal of DPU Order denying recovery of supply-related bad-debt costs through the Basic Service rate.	Department Order vacated by the Court and remanded to the Department for a review and inclusion of its conclusions of law and fact.
Cambridge Electric Light Company	<u>City of Cambridge v. Department of Telecommunications and Energy</u> , 449 Mass. 868 (2007)	Appeal of DTE order approving Cambridge Electric Light Company methodology of calculating a purchase price for streetlights purchased by the City of Cambridge	SJC affirmed DTE order in its entirety
Boston Edison Company d/b/a NSTAR Electric	<u>Franklin W. Olin College of Engineering v. Department of Telecommunications and Energy</u> , 439 Mass. 857 (2003)	Appeal of DTE order requiring Olin College to receive electric service from Boston Edison Company, rather than from Wellesley Municipal Light Plant (municipal border dispute). – Argued in support of DTE order.	SJC affirmed DTE order in its entirety, finding that service territories are exclusive, and each distribution company has an obligation to provide service to all customers within its assigned territory
Boston Edison Company, Cambridge Electric Light Company, Commonwealth Electric Company and NSTAR Gas Company	<u>Attorney General v. Department of Telecommunications and Energy</u> , 438 Mass. 256 (2002)	Appeal by Attorney General and Intervenors of DTE approval of a rate plan associated with the merger of Boston Edison and ComEnergy – Argued to SJC in support of DTE order.	SJC affirmed DTE order in its entirety, holding that DTE did not err in approving a four-year rate freeze and allowing the recovery of merger related costs in the absence of a full rate case.
Cambridge Electric Light Company	<u>Massachusetts Institute of Technology v. Department of Public Utilities</u> , 425 Mass. 856 (1997)	Appeal of DTE order approving Customer Transition Charge for recovery of stranded costs by Cambridge Electric Light Company. Argued in support of DTE order.	SJC affirmed DTE order finding that Customer Transition Charge does not violate Public Utility Regulatory Policies Act of 1978 and is within DTE's broad supervisory power.



**UTILITY MATTERS BEFORE
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Fitchburg Gas and Electric Light Company d/b/a Unitil	<u>Fitchburg Gas and Electric Light Company d/b/a Unitil</u> , SJC Docket No. 10855	Appeal of DPU Order directing the Company to refund \$4.6 million plus interest as a penalty for making certain gas purchases without the Department's pre-approval.	SJC concludes that the Department's determinations were erroneous and that its findings of imprudence were not supported by substantial evidence.
New England Gas Company	<u>Southern Union Company d/b/a New England Gas Company v. Department of Public Utilities</u> , SJC Docket No. 10683	Appeal of DPU Order in D.P.U. 08-64 denying Company a distribution rate adjustment to recover its 50 percent share of an earnings deficiency in 2007 as provided in the rate settlement reviewed and approved in D.P.U. 07-46.	SJC affirms position of Company; remands to Department for implementation of earnings sharing mechanism.
Boston Gas Company	<u>Boston Gas Company v. Department of Telecommunications and Energy</u> , 436 Mass. 233 (2002)	Stay of DTE decision and appeal of DTE order by Boston Gas Company, which approved an accumulated inefficiencies factor as part of the price-cap formula in a performance-based rate plan	SJC granted stay and ultimately reversed and vacated DTE decision establishing an accumulated inefficiencies factor of 0.5 percent for lack of substantial evidence
Nickel Hill Energy, LLC	<u>Town of Andover v. Energy Facilities Siting Council</u> , 435 Mass. 377 (2001)	Appeal of decision of Energy Facilities Siting Board approving construction of an electrical generating facility in Dracut, MA. Argued in support of EFSB order.	SJC affirmed EFSB decision in its entirety.
Brockton Power, LLC	<u>Arnold B. Tofias, Trustee v. Energy Facilities Siting Board</u> , 435 Mass. 340 (2001)	Appeal of a decision of the Energy Facilities Siting Board approving construction of an electric generating facility in Brockton, Massachusetts. Argued in support of EFSB order.	SJC dismissed the appeal based on lack of standing of land-owner appellant



**UTILITY MATTERS BEFORE
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Brockton Power, LLC	<u>Brockton Power Company, LLC. v. Energy Facilities Siting Board</u> , SJC-11405, SJC-11406, SJC-11407 (2014)	Appeal by the City of Brockton and other intervenors of decisions by the Energy Facilities Siting Board approving the construction and operation of a 350-megawatt combined-cycle energy generating facility in the City of Brockton.	SJC affirmed the position of the Company and the decisions of the Siting Board.
Fitchburg Gas and Electric Light Company, Massachusetts Electric Company, Nantucket Electric Company, NSTAR Electric Company and Western Massachusetts Electric Company	<u>Fitchburg Gas and Electric Light Company, Massachusetts Electric Company, Nantucket Electric Company, NSTAR Electric Company and Western Massachusetts Electric Company v. Department of Public Utilities</u> , SJC-11397 (2013)	Appeal of a statutory provision, M.G.L. c. 25, § 18, purporting to authorize assessments against electric companies subject to the jurisdiction of the Department, while prohibiting cost recovery of such assessments in subsequent rate proceedings, represents an impermissible taking of property, in violation of Article 10 of the Massachusetts Constitution.	SJC upheld the statutory provision as constitutional, concluding that the size of the assessment imposed by the Department is so small that it does not interfere with the utilities' property rights and the Department only indicated that recovery of the paid assessment would be limited, but has yet to implement that limitation.
Massachusetts Electric Company, Nantucket Electric Company each d/b/a National Grid, NSTAR Electric Company and Western Massachusetts Electric Company	<u>Massachusetts Electric Company, Nantucket Electric Company, d/b/a National Grid v. Department of Public Utilities</u> , SJC-11526 (2014); <u>NSTAR Electric Company v. Department of Public Utilities</u> , SJC-11527 (2014); <u>Western Massachusetts Electric Company v. Department of Public Utilities</u> , SJC-11528 (2014)	Three utilities appealed multi-million dollar penalties imposed by the Department pursuant to recent legislation that empowered the Department to assess penalties for port restoration performance following storm related outages. The utilities argued that the Department abused its discretion by imposing penalties without using objective criteria to assess the utilities' restoration performance and by not supporting its decisions with substantial evidence. All three appeals were consolidated.	SJC affirmed in part and reversed in part, concluding that the Department has the legislative authority to determine what constitutes reasonable storm restoration performance based on its own expertise and experience, but did not have substantial evidence for certain of its findings.



**UTILITY MATTERS BEFORE
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Massachusetts Electric Company, Nantucket Electric Company each d/b/a National Grid, NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy	<u>Engie Gas & LNG LCC v. Department of Public Utilities</u> , SJC-12051, <u>Conservation Law Foundation v. Department of Public Utilities</u> , SJC-12052 (2016)	Two consolidated appeals by Engie Gas LLC and the Conservation Law Foundation relating to decisions by the Department of Public Utilities authorizing the Department to review and approve ratepayer-backed, long-term contracts entered into by electric distribution companies for additional natural gas pipeline capacity in the Commonwealth pursuant to G. L. c. 164, §94A.	The SJC concluded that the Department's order was invalid in light of the statutory language and purpose of G.L. c. 164, §94A, as amended by the restructuring act. It ruled that allowing the Department to approve such contracts would undermine the main objections of the act and expose ratepayers to financial risks.
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**UTILITY MATTERS BEFORE
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Other Utility Regulatory Matters Before the DPU			
(1) Merger Approvals			
New England Gas Company	D.P.U. 13-07 (2013)	Petition for sale of NEGC assets to Liberty Utilities	Approved by the Department.
Northeast Utilities/NSTAR Electric Company	D.P.U. 10-170 (2012)	Petition for approval of merger	Approved by the Department
Boston Gas Company/Essex Gas	D.P.U. 09-139 (2010)	Petition for approval of merger.	Approved by the Department.
NSTAR Company / Northeast Utilities Merger	D.P.U. 10-170 (2012)	Petition for approval of merger.	Approved by the Department.
Southern Union Company/ North Attleboro Gas Company	D.T.E. 00-26 (2000)	Petition for approval of merger.	DTE approved petition without modification.
NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy	D.P.U. 17-115	Petition for approval of a change in control of Macquarie Utilities Inc., and its direct and indirect subsidiaries Aquarion Company, Aquarion Water Company, and Aquarion Water Company of Massachusetts, Inc.	Approved by the Department.



**UTILITY MATTERS BEFORE
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(2) Base-Rate, PBR and Rate Design Proceedings			
Boston Gas Company	Annual docket	Request for approval of annual PBR compliance filing.	Approved by the DTE, allowing for rate adjustments in each year of PBR Plan.
New England Gas Company	D.P.U. 08-35 (2009)	Petition for approval of an increase in annual base revenues of \$5.6 million.	Rate increase of approximately \$4M approved February 2, 2009.
Bay State Gas Company	D.P.U. 09-30 (2009)	Petition for approval for an increase in base rates of \$34 million , with revenue decoupling and targeted infrastructure replacement trackers.	Order approved increase annual rate revenues by \$19 million. Trackers for RDM and TIRF approved.
Bay State Gas Company	D.P.U. 10-52 (2012)	Petition for approval of 2009 Targeted Infrastructure Reinvestment Factor	Order approving increased annual rate revenues by \$2.1 million.
Columbia Gas of Massachusetts	D.P.U. 12-25 (2012)	Petition for approval of an increase in annual base revenues with modifications to revenue decoupling and targeted infrastructure reinvestment trackers.	Order approving increased annual rate revenues by \$8 million with expanded TIRF trackers.
New England Gas Company	D.P.U. 10-114 (2011)	Petition for approval of an increase in annual base revenues of \$5.6 million, with revenue decoupling and targeted infrastructure replacement trackers.	Order approved increase annual revenues by \$5 million and trackers for RDM and TIRF.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 09-31 (2010)	Approval of Smart Grid pilot program.	Approved by the Department.
NSTAR Electric Company	D.P.U. 09-33 (2010)	Approval of Smart Grid pilot program.	Approved by the Department.



**UTILITY MATTERS BEFORE
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NSTAR Electric Company	D.P.U. 10-161	Petition for approval of NSTAR Green reconciliation filings	Approved by the Department.
NSTAR Electric Company	D.P.U. 10-163	Petition for approval of NSTAR Electric's smart grid adder	Approved by the Department.
National Grid Gas	D.P.U. 10-55	Petition for approval for an increase in base rates of \$62 million , with revenue decoupling and targeted infrastructure replacement trackers.	Order approved increase annual rate revenues by \$58 million. Trackers for RDM and TIRF approved.
Milford Water Company	D.P.U. 10-78	Settlement for an increase in base revenues of \$1.2 million, as well as resolution of quality of service and water quality issues from D.P.U. 09-70.	Settlement approved by Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 11-01/11-02	Petitions for approval of an increase in annual base revenues of \$11.5 million on a combined basis, with revenue decoupling for both its gas and electric operations.	Order approved increase in annual revenues by \$7 million for gas and electric divisions with revenue decoupling for electric operations.
NSTAR Electric Company	D.P.U. 11-94 / D.P.U. 10-169 (2013)	Petition for approval of net metering recovery surcharges	Approved by the Department.
WMECO	D.P.U. 11-104 (2013)	Petition for approval of net metering recovery surcharges	Approved by the Department.
Milford Water Company	D.P.U. 12-86 (2013)	Petition for approval of an increase in annual base revenues of \$3.8 million.	Order approved increase in annual revenues by \$2.4 million.
NSTAR Electric	D.P.U. 12-87 (2013)	Petition for approval of standby rate tariffs.	Approved by the Department.
WMECO	D.P.U. 12-97 (2013)	Petition for revenue neutral rate design proposal and a proposed transmission rate design for Rate T-5.	Approved by the Department.



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Bay State Gas Company	D.P.U. 13-75 (2014)	Investigation by the Department on its own motion as to propriety of rates and charges and petition for approval of an increase in base distribution rates for gas service	Order approved \$19.3 increase in base rates.
NSTAR Gas Company d/b/a Eversource Energy	D.P.U. 14-150	Petition for approval of an increase in annual base revenues of \$45.9 million with modifications to implement revenue decoupling.	Approved by the Department.
Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 15-50	Investigation by the Department on its own motion as to propriety of rates and charges and petition for approval of an increase in base distribution rates for gas service	Department approved Settlement filed by CMA and the Office of the Attorney General
Cambridge Electric Light Company	D.P.U. 94-101/95-36 (1995)	Petition for Customer Transition Charge, designed to collect stranded costs from MIT.	DTE approved Customer Transition Charge
Cambridge Electric Light Company	D.P.U. 05-89-A (2010)	2005 Transition Cost Reconciliation Filing	D.P.U. approved Settlement Agreement.
NSTAR Electric & Gas	D.T.E. 03-28 (2003)	Operating electric and gas utilities file revised tariffs to standardize language, format and numbering.	Approved by the DTE without modification.



**UTILITY MATTERS BEFORE
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Boston Gas Company, d/b/a KeySpan Energy Delivery	D.T.E. 03-40 (2003)	Petition for \$62 million base-rate increase, PBR plan and pension-reconciliation mechanism. Included request for \$90M in service company allocations, \$7M in costs to support affiliate companies and 50/50 imputed capital structure.	DTE approved \$35 million increase, 10-year PBR Plan (annual adjustment of inflation less 0.41 percent); accepted all service company charges, affiliate allocations and 50/50 capital structure.
Bay State Gas Company	D.T.E. 05-27 (2005)	KeySpan Energy Delivery intervention in base-rate increase proceeding supporting change in bad-debt policies	DTE approved change in bad-debt policy to allow for full recovery of cost of gas-related bad debt
NSTAR	D.P.U. 10-42	Revised low-income discount rate design.	Approved by the Department.
New England Gas Company	D.P.U. 10-47	Revised low-income discount rate design.	Approved by the Department.
NSTAR Electric/NSTAR Gas Company	D.T.E. 05-85	Petition for approval of settlement of issues relating to company request for increase in base rates of \$89 million and approval of a PBR mechanism.	Approved by the DTE within 30 days providing base revenue increase of \$30 million in base rates and the implementation of a performance-based Simplified Incentive Plan.
Liberty Utilities (New England Natural Gas Company) Cor. d/b/a Liberty Utilities	D.P.U. 15-75	Petition for a base rate revenue increase of \$11.8 million.	The Department approved a Settlement Agreement between Liberty Utilities, the Attorney General, the Low Income Network and the Department of Energy Resources.



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NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy	D.P.U. 17-05	Petition for a base distribution rate increase, including a Performance Based Ratemaking mechanism, a Grid Modernization proposal and a rate consolidation proposal.	Approved by the Department.
3) Long-Range Forecast and Supply Plans			
NSTAR Gas Company	D.T.E./D.P.U. 96-117 (2000)	Petition for approval of Long-Range Forecast and Supply Plan 1996/97 through 2000/01.	Approved by the Department.



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Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 14-148	Petition for approval of Long-Range Forecast and Supply Plan 2014/15 – 2018/19	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 12-96 (2013)	Petition for approval of Long-Range Forecast and Supply Plan 2012/13 – 2016/17	Approved by the Department
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 10-160 (2011)	Petition for approval of Long-Range Forecast and Supply Plan 2010/11 - 2014/15	Approved by the Department.
National Grid	D.P.U. 13-01 (2013)	Petition for approval of Long-Range Forecast and Supply Plan 2013/2014 – 2017/2018.	Approved by the Department.
Boston Gas Company	D.T.E. 01-105 (2003)	Petition for approval of Long-Range Forecast and Supply Plan 2001/02 through 2005/06.	Approved by the Department.
Boston Gas Company	D.P.U./D.T.E. 97-81 (2000)	Petition for approval of Long-Range Forecast and Supply Plan 1997/98 through 2001/02.	Approved by the Department.
Colonial Gas Company	D.T.E. 98-90 (2000)	Petition for approval of Long-Range Forecast and Supply Plan 1998/99 through 2002/03.	Approved by the Department.
NSTAR Gas Company	D.P.U. 08-34 (2009)	Petition for approval of Long-Range Forecast and Supply Plan 2008/09 – 2012/13	Approved by the Department.
New England Gas Company	D.P.U. 12-41 (2013)	Petition for approval of Long-Range Forecast and Supply Plan 2012/13 – 2016/17	Approved by the Department.



**UTILITY MATTERS BEFORE
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Liberty Utilities	D.P.U. 14-91	Petition for Approval of Long-Range Forecast and Supply Plan 2014/15 – 2018/19	Approved by the Department.
North Attleboro Gas Company	D.T.E. 01-47 (2002)	Petition for approval of Long-Range Forecast and Supply Plan 2001/02 through 2005/06.	Approved by the Department.
New England Gas Company	D.P.U. 10-61 (2011)	Petition for approval of Long-Range Forecast and Supply Plan 2009/2010 through 2014/2015.	Approved by the Department.
New England Gas Company	D.T.E. 04-6	Petition for approval of Long-Range Forecast and Supply Plan 2003/04 through 2007/08.	Approved by Department
New England Gas Company	D.P.U. 08-11 (2009)	Petition for approval Long-Range Forecast and Supply Plan for the period 2007/08 through 2012/13.	Approved by the Department
NSTAR Gas Company	D.P.U. 10-75	Petition for approval of Long-Range Forecast and Supply Plan 2010/2011 through 2014/2015	Approved by the Department.
NSTAR Gas Company	D.P.U. 12-17 (2012)	Petition for Approval of Long-Range Forecast and Supply Plan 2012/13 through 2016/17	Approved by the Department.
NSTAR Gas Company	D.P.U. 14-63	Petition for approval of Long-Range Forecast and Supply Plan 2013/14 through 2017/18	Approved by the Department.
Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 08-79 (2010)	Petition for approval of Long-Range Forecast and Supply Plan 2008-2013	Approved by the Department.



**UTILITY MATTERS BEFORE
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Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 13-161 (2014)	Petition for approval of Long-Range Forecast and Supply Plan 2013/14 – 2017/18	Approved by the Department.
Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 11-89 (2012)	Petition for approval of Long-Range Forecast and Supply Plan 2011/12 – 2015/16	Approved by the Department.
Boston Gas Company and Colonial Gas Company, each d/b/a National Grid	D.P.U. 16-181	Petition for approval of Long-Range Forecast and Supply Plan for 11/1/2016 through 10/31/2021.	Approved by the Department.
NSTAR Gas Company	D.P.U. 16-40	Petition for approval of Long-Range Forecast and Supply Plan 2015/16 through 2019/20	Approved by the Department.
Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 15-143	Petition for approval of Long-Range Forecast and Supply Plan 2015/16 – 2019/20	Approved by the Department.
Liberty Utilities	D.P.U. 16-109	Petition for Approval of Long-Range Forecast and Supply Plan 2016/17 – 2020/21	Approved by the Department.



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(4) Service Quality			
Liberty Utilities, Bay State Gas, Eversource Energy	D.P.U. 12-120	Department review and revisions to annual service quality guidelines	Department approves significant changes to service quality standards and guidelines.
New England Gas Company	Annual Reporting Dockets	Annual Service Quality Report filings	Through 2013, all approved by the Department.
NSTAR Gas Company	D.P.U. 07-51	Request for approval of SQ Plan	Approved by the Department.
New England Gas Company	D.P.U. 07-51	Request for approval of SQ Plan	Approved by the Department.
NSTAR Electric Company	D.P.U. 07-52	Request for approval of SQ Plan	Approved by the Department.
NSTAR Electric	D.T.E. 01-65 (2002)	DTE investigation into service quality and management of NSTAR Electric distribution system	Investigation concluded without further action by DTE beyond the Company's filing of report.
NSTAR Electric & Gas	D.T.E. 99-84 (2001)	Request for approval of SQ Plan	Approved by DTE
Joint filings by gas ¹ and electric ² distribution companies	D.T.E. 99-84 (2001)	DTE Notice of Inquiry establishing generic service quality guidelines and penalty mechanism.	DTE approved service quality guidelines and penalty mechanism, with modifications proposed by utility companies.
Bay State	D.P.U. 10-SQ-01 (2010)	Review of 2009 SQ Reports.	Approved by the Department.

¹ Bay State Gas Company, The Berkshire Gas Company, Blackstone Gas Company, Boston Gas Company, Colonial Gas Company, Commonwealth Gas Company, Essex Gas Company, Fall River Gas Company, Fitchburg Gas and Electric Light Company and North Attleboro Gas Company.

² Boston Edison Company, Cambridge Electric Light Company, Commonwealth Electric Company, Fitchburg Gas and Electric Company and Western Massachusetts Electric Company.



**UTILITY MATTERS BEFORE
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NEGC	D.P.U. 10-SQ-08 (2010)	Review of 2009 SQ Reports.	Approved by the Department.
NSTAR, NEGC	D.P.U. 11-SQ-08	Approval of 2010 SQ Reports.	Approved by the Department.
WMECO	D.P.U. 09-23 (2011)	Review of 2008 SQ Reports.	Approved by the Department, subject to payment of penalty
NSTAR, NEGC	D.P.U. 12-SQ-08, 09	Review of 2011 SQ Reports	Approved by the Department.
Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 16-80	SQ Compliance filing developed following D.P.U. 12-120 generic SQ investigation	Approved by the Department
Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty Utilities	D.P.U. 16-85	SQ Compliance filing developed following D.P.U. 12-120 generic SQ investigation	Approved by the Department
NSTAR Gas/NSTAR Electric/WMECo	D.P.U. 13-SQ-09/13-SQ- 13/D.P.U. 13-SQ-14	Review of 2012 SQ Reports	Approved by the Department
NSTAR Gas/NSTAR Electric/WMECo	D.P.U. 14-SQ-09/14-SQ- 13/D.P.U. 14-SQ-14	Review of 2013 SQ Reports	Approved by the Department



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NSTAR Gas/NSTAR Electric/WMECo	D.P.U. 15-SQ-09/15-SQ-13/D.P.U. 15-SQ-14	Review of 2014 SQ Reports	Approved by the Department
NSTAR Gas/NSTAR Electric/WMECo	D.P.U. 16-SQ-09/16-SQ-13/D.P.U. 16-SQ-14	Review of 2015 SQ Reports	Approved by the Department
NSTAR Gas/NSTAR Electric/WMECo	D.P.U. 17-SQ-09/17-SQ-13/D.P.U. 17-SQ-14	Review of 2016 SQ Reports	Approved by the Department.



**UTILITY MATTERS BEFORE
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5) Energy Efficiency			
NSTAR Electric Company	D.P.U. 08-10	Petition for approval of settlement regarding budget and programs for 2008 energy efficiency plans. Filing also amended to provide for increased energy efficiency dollars in compliance with the Green Communities Act.	Approved by the Department.
NSTAR Gas Company	D.P.U. 08-36	Petition for approval to increase company's 2008 energy efficiency plan budget during fifth year of five year settlement. Filing also amended to provide for increased energy efficiency dollars in compliance with the Green Communities Act.	Approved by the Department.
NSTAR Electric Company	D.P.U. 08-46 (2010)	Approval of 2007 Energy Efficiency Annual Report	Approved by the Department.
NSTAR Electric Company	D.P.U. 08-117	Petitions for approval of the company's 2009 Energy Efficiency Plan	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 10-08 (2010)	Approval of revised Energy Efficiency Surcharge tariff and factors.	Approved by the Department.



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NSTAR Gas Company	D.P.U. 09-58 (2010)	Approval of Energy Efficiency Annual Report for the year ending 2009.	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 09-117 / D.P.U. 09-127	Petitions for approval of Three-Year Energy Efficiency Plans for 2010 through 2012	Approved by the Department.
NSTAR Gas and Electric Company	D.P.U. 10-140 / D.P.U. 10-146	Petitions for approval of 2011 mid-term modifications to Three-Year Energy Efficiency Plans	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 10-142 / D.P.U. 10-150	Petitions for approval of 2011 mid-term modifications for Three-Year Energy Efficiency Plans	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 10-88 / D.P.U. 10-89	Petitions for approval of 2009 Annual Energy Efficiency Reports	Approved by the Department.
NSTAR Gas Company	D.P.U. 10-92 (2011)	Petition for approval of 2009 Annual Energy Efficiency Report	Approved by the Department.
NSTAR Gas and Electric Company	D.P.U. 11-106 / D.P.U. 11-107	Petitions for approval of 2012 mid-term modifications for Three-Year Energy Efficiency Plans	Approved by the Department.



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Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 11-110 / D.P.U. 11-111	Petitions for approval of 2012 mid-term modifications for Three-Year Energy Efficiency Plans	Approved by the Department.
NSTAR Gas and Electric Company	D.P.U. 11-63 / D.P.U. 11-64	Petitions for approval of 2010 annual energy efficiency reports	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 11-70 / D.P.U. 11-71	Petitions for approval of 2010 annual energy efficiency reports	Approved by the Department
NSTAR Gas and Electric Company/ WMECO	D.P.U. 12-55 / D.P.U. 12-60 / D.P.U. 12-61	Petitions for approval of 2011 annual energy efficiency reports	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 12-58 / D.P.U. 12-59	Petitions for approval of 2011 annual energy efficiency reports	Approved by the Department.
NSTAR Gas Company/NSTAR Electric Company / WMECO	D.P.U. 12-105, 12-110, 111	Petitions for approval of 2013-2015 Three-Year energy efficiency plans	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 12-104, 12-108	Petitions for approval of 2013-2015 Three-Year energy efficiency plans	Approved by the Department.



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NSTAR Electric	D.T.E. 03-102 (2003)	Petition for approval of proposed operating budgets for Residential Energy Conservation Service Programs	Approved by DTE.
NSTAR Electric	D.T.E. 03-48 (2003)	2003 Energy Efficiency Plan NSTAR Electric	Approved by DTE.
NSTAR Electric	D.T.E. 03-6	Review of 1998, 1999 and 2000 Demand-Side Management Performance Measures Reports	Approved by the Department in 2005 and included approval to recover shareholder incentives associated with DSM programming in the amount of \$12.7 million for calendar years 1998, 1999 and 2000.
NSTAR Gas Company	D.T.E. 04-37	Petition for approval of settlement regarding budget and programs for company's five-year energy efficiency plans.	Approved by the Department.
Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty Utilities	D.P.U. 15-163	Petition for approval of 2016-2018 energy efficiency plan	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 15-162/D.P.U. 15-167	Petition for approval of 2016-2018 energy efficiency plan	Approved by the Department.
NSTAR Electric Company/WMECo	D.P.U. 15-164/D.P.U. 15-169	Petition for approval of 2016-2018 energy efficiency plan	Approved by the Department.



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	Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty Utilities	D.P.U. 16-125	Petition for approval of 2013-2015 energy efficiency plan Term Report	Approved by the Department.
	Fitchburg Gas and Electric Light Company d/b/a Unital	D.P.U. 16-124/D.P.U. 16-128	Petition for approval of 2013-2015 energy efficiency plan Term Report	Approved by the Department.
	Columbia Gas of Massachusetts/Liberty Utilities/Eversource Energy	D.P.U. 17-100	Petition for approval of 2016 energy efficiency Plan-Year Report	Pending before the Department.
	Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid, and NSTAR Electric Company and Western Massachusetts Electric Company, each d/b/a Eversource Energy	D.P.U. 17-103	Petition for approval of a proposed timetable and method for the solicitation and execution of long-term contracts for offshore wind energy generation.	Approved by the Department.
(6) Generic Proceedings				
	NSTAR Electric Company and Western Massachusetts Electric Company d/b/a Eversource Energy	D.P.U. 16-10	Investigation into municipal aggregation plans.	Pending before the Department.
	NSTAR Gas Company, Liberty Utilities, Columbia Gas of Massachusetts, National Grid	D.P.U. 14-132, 14-133, 14-134, 14-135	Gas System Enhancement Plans	Approved by the Department



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NSTAR Gas Company, NEGC	D.P.U. 06-48 (2008)	Department investigation into the maintenance of gate boxes	Department establishes ground rules and reporting relative to the status of gate boxes in each LDC's service territory.
Bay State Gas d/b/a Columbia Gas of Massachusetts, The Berkshire Gas Company, Blackstone Gas Company, Boston Gas Company, Massachusetts Electric Company and Nantucket Electric Company Each d/b/a National Grid, NSTAR Electric Company, WMECO, and NSTAR Gas Company each d/b/a Eversource, Liberty Utilities, and Unitil	D.P.U 16-29	Department rulemaking proceeding pursuant to Executive Order 562 to Reduce Unnecessary Regulatory Burden and 220 CMR §§19.00 et seq., Standard of Performance for Emergency Preparation and Restoration of Service for Electric and Gas Companies.	Final regulations issued by the Department.
NSTAR Electric Company/WMECO	D.P.U. 14-66	Investigation by the Department of Public Utilities into storm response guidelines and benchmarks.	Matter was closed by the Department. And reopened in DPU 16-29.
NSTAR Electric Company/WMECO	D.P.U. 14-72	Investigation by the Department of Public Utilities on its own Motion to Revise Guidelines for Electric Companies' Emergency Response Plans.	Revised Guidelines, developed in conjunction with electric LDC input, developed. Electric LDCs filed motion for clarification which is currently pending before the Department.
			Order issued by the Department.



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NSTAR Electric Company/WMECO	D.P.U. 14-140	Investigation by the Department of Public Utilities on its own Motion into Initiatives to Improve the Retail Electric Competitive Supply Market.	
NSTAR Gas Company, Liberty Utilities, Columbia Gas of Massachusetts	D.P.U. 15-12	Department investigation into the maintenance of gate boxes	Department opens investigation to review status of gate boxes in each LDC's service territory.
NSTAR Gas Company	D.P.U. 15-37	Investigation by the Department of Public Utilities on its own Motion into the means by which new natural gas delivery capacity may be added to the New England market, including actions to be taken by the electric distribution companies.	Order issued by the Department, subsequently overturned on appeal to the Supreme Judicial Court.
NSTAR Electric and Gas Company	D.P.U. 07-50	Department investigation into the establishment of decoupling	Department establishes ground rules by which LDCs can initiate revenue decoupling mechanisms.
NSTAR Electric and Gas Company	D.P.U. 08-50	Investigation by the DPU for revisions to the energy efficiency guidelines.	Guidelines established by the Department.
NSTAR Gas Company	D.P.U. 10-62 (2013)	Investigation into margin sharing procedures of the gas industry	Guidelines established by the Department.
NSTAR Electric Company	D.P.U. 11-10	Investigation into the implementation of Chapter 359 of the Acts of 2010, relative	Guidelines established by the Department.



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			to net metering	
	NSTAR Electric Company	D.P.U. 11-75	Investigation into the establishment of standards and procedures for the interconnection of distributed generation	Order issued by the Department.
	NSTAR Electric Company/WMECO	D.P.U. 12-76	Investigation by the Department of Public Utilities on its own Motion into Modernization of the Electric Grid	Framework for designing grid modernization plans developed by the Department with LDC input.
	NSTAR Electric Company/WMECO	D.P.U. 14-04	Investigation by the Department of Public Utilities upon its own motion into Time Varying Rates.	Framework for designing time varying rates developed by the Department.
	NSTAR Electric Company/WMECO	D.P.U. 15-ESC-01	Stakeholder Conference on Energy Storage	Conference to be held July 9, 2015.
	NSTAR Gas Company/Columbia Gas of Massachusetts/Liberty Utilities	D.P.U. 15-GLR-01	Report to the Legislature on the Prevalence of Natural Gas Leaks	Report being developed by the Department for submission by September 24, 2015.
	NSTAR Electric/WMECo	D.P.U. 16-64	Investigation by the Department to Establish Revised Net Metering Regulations	Regulations issued July 15, 2016
	Columbia Gas Company/Liberty Utilities/National Grid/NSTAR Gas	Undocketed	Department of Environmental Protection Rulemaking Proceeding regarding methane emissions caps for local distribution companies.	Final Regulations anticipated to be published August 2017
	Columbia Gas Company/Liberty Utilities/National Grid/NSTAR Gas	Undocketed	Department of Public Utilities investigation into Gas Leaks Classification	On-going investigation before the Department.
	NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy	D.P.U. 17-54	Investigation by the Department on its own motion commencing a rulemaking pursuant to the governing of sales of electricity by qualifying facilities to electric distribution	On-going investigation before the Department.



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		companies.	
NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy	D.P.U. 17-22	Investigation by the Department on its own motion into the application of the net metering regulations and the single parcel and subdivision rules pursuant to net metering and interconnection of distributed generation.	On-going investigation before the Department.
NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy	D.P.U. 17-84	Intervention into Cape Light Compact's mid-term modification before the Department.	On-going investigation before the Department.
NSTAR Electric Company d/b/a Eversource Energy	D.P.U. 16-74	Investigation by the Department into the preparation and response costs by the Company totaling approximately \$109 million for eight storms occurring between 2012 through 2015.	On-going investigation before the Department.
NSTAR Electric Company d/b/a Eversource Energy	D.P.U. 17-51	Investigation by the Department into the preparation and response costs by the Company totaling approximately \$11 million for two storms occurring in 2016.	On-going investigation before the Department.
Massachusetts Electric Company and Nantucket Electric Company Each d/b/a National Grid	D.P.U. 17-110	Petition for approval of its Capital Investment Report for the six-month period which ended December 31, 2016 and CapEx Factors for effect March 1, 2017.	Pending before the Department.
NSTAR Electric Company d/b/a Eversource Energy	D.P.U. 17-ARR-02	Petition for approval of the Company's 2017 Annual Reliability Report.	Pending before the Department.
Western Massachusetts Electric Company d/b/a Eversource Energy	D.P.U. 17-ARR-03	Petition for approval of the Company's 2017 Annual Reliability Report.	Pending before the Department.



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NSTAR Gas	D.T.E. 01-100 (2001) D.T.E. 01-100-A (2002)	Department investigation into use of risk management techniques to mitigate natural gas price volatility.	Department allows LDCs to initiate risk management techniques and for customers to participate in such plans on a voluntary basis.
NSTAR Electric	D.T.E. 01-54 (2001) D.T.E. 01-54-A (2001) D.T.E. 01-54-B (2002)	Department investigation into Competitive Market Initiatives (to minimize or eliminate barriers for electric customers)	DTE approved utility proposals with modification.
NSTAR Electric	D.T.E. 02-38 (2002) D.T.E. 02-38-A (2002)	Department investigation into Distributed Generation, including establishment of standby rates and interconnection standards.	DTE approved interconnection standards developed through collaborative process.
NSTAR Electric	D.T.E. 02-40 (2002) D.T.E. 02-40-A (2003) D.T.E. 02-40-B (2003)	Department investigation into: (1) the cost components to be included in the calculation of default service rates; (2) default service pricing options and procurement strategies; and (3) utility role in moving customers off default service.	Department approved utility proposals for electric procurement with modification.
LDCs/Massachusetts Gas Collaborative ³	D.T.E. 98-32 D.T.E. 98-32-A D.T.E. 98-32-B D.T.E. 98-32-C D.T.E. 98-32-D	DTE established collaborative process to establish customer choice program for all retail customers. Represented LDCs in litigation of capacity assignment issues; development of terms and conditions for transportation service (incl. capacity assignment), and associated gas service regulations.	DTE approved LDC proposal for mandatory capacity assignment program and transportation service terms and conditions.

³ The Gas Collaborative included Blackstone Gas Company, The Berkshire Gas Company, Boston Gas Company, Colonial Gas Company, Commonwealth Gas Company, Essex County Gas Company, Fall River Gas Company, Fitchburg Gas and Electric Light Company and North Attleboro Gas Company.



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(7) Financings			
NSTAR Electric Company	D.P.U. 07-43	Petition for authorization to issue long-term debt securities not to exceed \$400 million	Approved by the Department.
NSTAR Electric Company	D.P.U. 08-124	Petition for authorization and approval of the issuance of long-term debt securities in an amount not to exceed \$600 million.	Approved by the Department.
NSTAR Electric Company	D.P.U. 13-133	Petition for authorization to issue long-term debt not to exceed \$800,000,000.	Approved by the Department.
NSTAR Gas Company d/b/a Eversource Energy	D.P.U. 15-01	Petition of NSTAR Gas Company for authorization and approval to issue long-term debt in an amount not to exceed \$100 million.	Approved by the Department
National Grid	D.P.U. 10-59 (2011)	Petition for approval to participate in a regulated money pool agreement.	Approved by the Department.
WMECO	D.P.U. 10-64 (2011)	Petition for approval of issuance of long-term debt and execution of interest rate transactions.	Approved by the Department.
Aquarion Water Company	D.P.U. 11-55	Petition for approval to issue a secured mortgage bond in an amount up to \$9 million.	Approved by the Department.
Milford Water Company	D.P.U. 12-21	Petition for approval to issue up to \$20 million in long-term debt	Approved by the Department.



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<u>NSTAR Electric Company</u>	D.P.U. 12-32	Petition for approval for authorization and approval to issue long-term debt securities not to exceed \$600 million.	Approved by the Department.
Cambridge Electric Light Company, d/b/a NSTAR Electric	D.T.E. 02-51	Request for approval to issue up to \$150 in bank term loan debt.	Approved by the Department.
Southern Union Company	D.T.E. 03-3 (2003)	Approval to invest up to \$662.3 million in Southern Union Panhandle Corporation and to issue common and/or preferred stock up to an aggregate value of \$300 million.	Approved by the DTE in 40 days, allowing Southern Union to purchase interstate pipeline assets.
Southern Union Company	D.T.E. 03-46 (2003)	Petition for authorization and approval to issue and distribute up to 4.5 million shares of common stock as a dividend payment to the Company's equity shareholders.	Approved by the Department.
Southern Union Company	D.T.E. 03-75 (2003)	Petition for approval to issue up to 7 million shares of common stock in order to administer 2003 stock and incentive plan.	Approved by the Department.
Southern Union Company	D.T.E. 06-100	Petition for approval to issue up to \$300 million of long-term debt.	Approved by the Department.
Southern Union Company	D.T.E. 06-71	Petition for approval to issue up to \$600 million of long-term debt.	Approved by the Department.



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	Southern Union Company	D.P.U. 09-55	Petition for approval to issue and distribute an additional 2,000,000 shares of common stock to administer 2003 stock and incentive plan.	Approved by the Department
	Southern Union Company	D.P.U. 09-129	Petition for approval to invest up to \$500 million in wholly owned subsidiary and to issue up to \$500 million of long-term debt and/or preferred or equity securities.	Approved by the Department.
	NSTAR Electric	D.P.U. 16-189	Petition for approval to issue up to \$700 million in long term debt	Approved by the Department.
	New England Power Company d/b/a National Grid	D.P.U. 16-171	Petition for approval to issue up to \$800 million in long term debt	Approved by the Department.
	Boston Gas Company and Colonial Gas Company d/b/a National Grid	D.P.U. 17-36/D.P.U. 17-37	Petition for approval to issue up to \$1.25 billion in long term debt	Approved by the Department



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(8) Gas Transportation Contracts				
	Columbia Gas of Massachusetts, National Grid, NSTAR Gas Company	D.P.U. 13-158, D.P.U. 13-159, D.P.U. 13-160 (2014)	Petitions for approval to enter a gas contract with Algonquin to take supply from AIM Project.	Approved by the Department.
	New England Gas Company	D.P.U. 10-109 (2010)	Petition for approval to enter into a two-year asset management arrangement.	Approved by the Department.
	New England Gas Company	D.P.U. 12-66 (2012)	Petition for a approval to enter into a two-year asset management arrangement.	Approved by the Department.
	Liberty Utilities	D.P.U. 14-103 (2014)	Petition for approval to enter into a three-year asset management arrangement.	Approved by the Department.
	NSTAR Gas Company	D.P.U. 10-63	Petition for approval of gas contract extension with Tennessee Gas Pipeline	Approved by the Department.
	Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 11-49 (2011)	Petition for approval to enter into a one-year asset management arrangement.	Approved by the Department.
	Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 12-69 (2012)	Petition for approval to enter into a two-year asset management arrangement.	Approved by the Department.
	Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 14-105 (2014)	Petition for approval to enter into a one-year asset management arrangement.	Approved by the Department.



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National Grid	D.P.U. 11-62 (2011)	Petition for approval of natural gas asset management services agreements.	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 12-16	Petition for approval of extension of gas transportation contracts with Tennessee Gas Pipeline	Approved by the Department.
NSTAR Gas Company	D.P.U. 12-49	Petition for approval of gas contract with DTI	Approved by the Department.
New England Gas Company	D.P.U. 12-66	Petition for approval to enter a two-year asset management agreement with Hess Corporation	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 12-69	Petition for approval to enter a two-year asset management agreement with Hess Corporation	Approved by the Department.
Boston Gas Company d/b/a National Grid	D.P.U. 15-34	Petition for approval of a twenty-year Firm Transportation Agreement with Tennessee Gas Pipeline Company, involving an expansion of Tennessee's interstate pipeline, known at the Northeast Energy Direct Project.	Approved by the Department.



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Columbia Gas of Massachusetts	D.P.U. 15-39	Petition for approval of a twenty-year Firm Transportation Agreement with Tennessee Gas Pipeline Company, involving an expansion of Tennessee's interstate pipeline, known at the Northeast Energy Direct Project.	Approved by the Department.
NSTAR Gas Company	D.P.U. 15-83	Petition for approval of (1) a long-term transportation agreement with Algonquin Gas Transmission, LLC; and (2) a long-term transportation agreement with Millennium Pipeline, LLC.	Approved by the Department.
Boston Gas Company/Colonial Gas Company	D.P.U. 15-129	Petition for approval of liquefied natural gas agreements	Approved by the Department.
Boston Gas Company	D.P.U./D.T.E. 97-104	Petition for approval (1) a contract amendment to restructure an existing gas supply contract with Imperial Oil Resources; (2) a supply contract with Enron Capital & Trade Resources Corp.; and (3) tariff amendments for transportation terms and conditions to reflect the new supply arrangements	Approved by the DTE without condition.
KeySpan Energy Delivery	D.T.E. 02-18 (2002)	Petition for approval of firm transportation agreement with Algonquin Gas Transmission Company	DTE approval granted without condition.



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Fall River Gas Company	D.T.E. 02-39 (2002)	Petition for approval of firm transportation agreement with Algonquin Gas Transmission Company (Hubline Project).	DTE approval granted without conditions.



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(9) Gas Pipeline NOPVs			
NSTAR Gas	D.T.E. 05-36	NOPV issued by DTE on gas incident in Hopkinton, MA, proposing \$200,000 fine	Consent Order negotiated with DTE pipeline safety division; request for adjudicatory proceeding withdrawn.
Boston Gas Company	D.T.E. 00-PL-01	NOPV to be issued on gas incident in Dorchester, MA, proposing \$200,000 fine	Completed settlement with DTE pipeline safety division, no NOPV issued and fine reduced to \$100,000



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(10) Miscellaneous			
NEGC	D.P.U. 08-110	Review of independent audit	Approved by the Department.
National Grid	D.P.U. 11-17-A (2013)	Petition seeking to recover capital and incremental operations and maintenance costs associated with solar facilities	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 11-128	Petition for deferral of costs associated with T.S. Irene and the October Snowstorm	Approved by the Department.
NSTAR, National Grid	D.P.U. 11-51 (2012)	Petition for approval to upgrade existing underground transmission line.	Approved by the Department.
Aquarion Water Company	D.P.U. 12-84 (2013)	Petition for approval.	Approved by the Department.
NSTAR Electric Company	D.P.U. 10-87	Petition for approval of an interconnection services agreement between NSTAR Electric and the MWRA	Approved by the Department.
Cambridge Electric Light Company, d/b/a NSTAR Electric	D.T.E. 02-76 (2003)	Request for approval of the sale of Company's interest in Blackstone Station generating station.	Approved by DTE without modification.



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NSTAR Gas Company	D.T.E. 01-100 (2001) D.T.E. 01-100-A (2002)	Department investigation into use of risk management techniques to mitigate natural gas price volatility.	Department allows LDCs to initiate risk management techniques and for customers to participate in such plans on a voluntary basis.
NSTAR Electric Company	D.T.E. 02-40 (2002) D.T.E. 02-40-A (2003) D.T.E. 02-40-B (2003)	Department investigation into: (1) the cost components to be included in the calculation of default service rates; (2) default service pricing options and procurement strategies; and (3) utility role in moving customers off default service.	Department approved utility proposals for electric procurement with modification.
NSTAR Electric Company	D.T.E. 02-38 (2002) D.T.E. 02-38-A (2002)	Department investigation into Distributed Generation, including establishment of standby rates and interconnection standards.	DTE approved interconnection standards developed through collaborative process.
KeySpan Energy Delivery	D.T.E. 02-32	Request for approval of tariffs to implement new customer information system and daily pro-rated billing.	Approved by the Department within 4 weeks.
NSTAR Electric Company	D.T.E. 01-54 (2001) D.T.E. 01-54-A (2001) D.T.E. 01-54-B (2002)	Department investigation into Competitive Market Initiatives (to minimize or eliminate barriers for electric customers)	DTE approved utility proposals with modification.
NSTAR Electric Company	D.P.U. 09-73	Request for approval of an interconnection tariff.	Approved by the Department.
Bay State	D.P.U. 09-76 (2010)	2009 residential assistance adjustment factor reconciliation	Approved by the Department.



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NSTAR Electric Company	D.P.U. 09-132	Residential assistance adjustment factor reconciliation.	Approved by the Department.
Various LDC Participants		Provide regulatory and litigation support for rate reconciling mechanism filings including revenue decoupling, targeted infrastructure recovery factor, pension expense factor, and residential assistance adjustment factor filings, as well as annual emergency response plan filings.	
NSTAR Electric Company d/b/a Eversource Energy	D.P.U. 15-174	Petition for an advisory ruling with respect to the applicability of 220 CMR §§18.00 et seq. <u>NSTAR Electric Company Net Metering Tariff</u> M.D.P.U. No. 163C; <u>Net Metering and Interconnection of Distributed Generation</u> , D.P.U. 11-11-C (August 24, 2012); and <u>Order on Exception to definitions of Unit and Facility</u> , D.P.U. 11-11-E (July 1, 2013) to five individually-metered, solar Class II Net Metering Facilities located on a single parcel of land.	Declaratory ruling issued by the Department
Massachusetts Electric Company and Nantucket Electric Company Each d/b/a National Grid	D.P.U. 17-13	Petition for approval of its Electric Vehicle Market Development Program, and of its Electric Vehicle Market Development Program Provision.	Ongoing investigation before the Department.
Massachusetts Electric Company and Nantucket Electric Company Each d/b/a National Grid	D.P.U. 17-92	Petition for approval of its Enhanced Vegetation Management Pilot Program and recovery of associated costs.	Pending before the Department.



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Massachusetts Electric Company and Nantucket Electric Company Each d/b/a National Grid	D.P.U. 16-28	Petition for approval of recovery of 2015 smart Grid Pilot Program Costs.	Pending before the Department.
NSTAR Electric Company and Western Massachusetts Electric Company each d/b/a Eversource Energy	D.P.U. 16-178	Petition for Approval to implement demand reduction demonstration offerings and associated budget.	Approved by the Department.



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(11) Telecommunications			
Verizon MA	D.T.E. 01-20	Proceeding to establish wholesale rates for Unbundled Network Elements in accordance with the Telecommunications Act and FCC regulations.	Two-year investigation of complex cost studies to establish Total Element Long-run Incremental Costs. Twenty parties participated in the case. The record included over 1,000 responses to discovery requests, thousands of pages of documents and transcripts from over 20 days of hearings and technical conferences.
Verizon MA	D.T.E. 01-31	Petition for Alternative Regulation of retail telecommunications service for Verizon MA.	Approved significant relaxation of regulation of the retail prices for Verizon MA's telecommunications service based on the sufficiency of competition in the market.
Verizon MA	D.T.E. 97-116	Complaint by MCI/WorldCom challenging Verizon MA's (formerly Bell Atlantic's) pricing for Internet traffic.	Ultimately approved Verizon MA position in a multi-year complaint proceeding before the DTE and Federal courts relating to payments made to Verizon MA for Internet traffic.



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(12) Pension

New England Gas Company	D.P.U. 12-68 (2013)	Petition for approval to establish a Pension related regulatory asset.	Approved by the Department.
Bay State Gas Company	D.P.U. 09-82	Petition for review and approval of Pension Expense Factor	Approved by the Department.



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(13) Renewable Energy Contracts/Projects

NSTAR Electric Company	D.T.E./D.P.U. 07-64	Petition for Approval Relating to Purchase Power and Renewable Energy Certificate Contracts.	Approved by the Department.
WMECO	D.P.U. 08-54	Investigation into company's provision of retail access for competitive suppliers of renewable energy generation attributes	Conditionally approved by the Department, subject to compliance filing.
NSTAR Electric Company	D.P.U. 10-76	Approval of a timetable/method for long-term contracts for renewable energy.	Approved by the Department.
NSTAR Electric Company	D.P.U. 11-05/11-06/11-07	Petition for approval of long-term renewable wind contracts	Approved by the Department.
WMECO	D.P.U. 11-12 (2011)	Petition for approval of long-term renewable contract adjustment mechanism tariff and for approval of a power purchase agreement.	Approved by the Department.
NSTAR Electric Company	D.P.U. 12-19 (2012)	Petition for approval of timetable and method for the solicitation and execution of long-term solar renewable contracts	Approved by the Department.



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NSTAR Electric Company	D.P.U. 12-30 (2012)	Petition for approval of contract for long-term renewable procurement with Cape Wind	Approved by the Department.
NSTAR Electric Company	D.P.U. 12-40 (2012)	Petition for approval of timetable and method for the solicitation and execution of long-term solar renewable contracts	Approved by the Department.
NSTAR Electric Company	D.P.U. 12-98 (2013)	Petition for approval of Renewable Energy Certificate Contracts	Approved by the Department.
National Grid/NSTAR Electric Company/Western Massachusetts Electric Company/Fitchburg Gas and Electric Light Company	D.P.U. 13-52	Petition for approval of timetable and method for the solicitation and execution of long-term renewable contracts	Approved by the Department.
National Grid/NSTAR Electric Company/Western Massachusetts Electric Company/Fitchburg Gas and Electric Light Company	D.P.U. 13-146 through D.P.U. 13-149 (2014)	Petition for approval of Renewable Energy Contracts	Approved by the Department
National Grid	D.P.U. 14-01	Petition for approval to construct and own solar generation facilities	Approved by the Department
National Grid/NSTAR Electric Company/Western Massachusetts Electric Company/Fitchburg Gas and	D.P.U. 15-84	Petition for approval of timetable and method for the solicitation and execution of long-term solar renewable contracts	Approved by the Department.



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	Electric Light Company			
	NSTAR Electric Company/Western Massachusetts Electric Company	D.P.U. 16-105	Petition for approval to construct and own solar generation facilities	Approved by the Department
	National Grid/NSTAR Electric Company/Western Massachusetts Electric Company/Fitchburg Gas and Electric Light Company	D.P.U. 17-32	Petition for approval of timetable and method for the solicitation and execution of long-term renewable and/or hydropower contracts	Approved by the Department.
	National Grid/NSTAR Electric Company/Western Massachusetts Electric Company/Fitchburg Gas and Electric Light Company	D.P.U. 17-102	Petition for approval of timetable and method for the solicitation and execution of long-term off-shore wind renewable contracts	Approved by the Department.
	National Grid/NSTAR Electric Company/Western Massachusetts Electric Company	D.P.U. 16-191	Department investigation into competitively solicited long-term contracts for offshore wind and clean energy generation resources.	Department approved utility proposals for long term contracts for offshore wind energy generation.



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(14) Gas System Enhancement Plans/GSEP Reconciliations

	Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty Utilities	D.P.U. 14-133	Petition for approval of its 2015 Gas System Enhancement Plans.	Approved by the Department.
	Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 14-134	Petition for approval of its 2015 Gas System Enhancement Plans.	Approved by the Department.
	NSTAR Gas Company, d/b/a Eversource Energy	D.P.U. 14-135	Petition for approval of its 2015 Gas System Enhancement Plans.	Approved by the Department.
	Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty Utilities	D.P.U. 15-GSEP-04	Petition for approval of its 2016 Gas System Enhancement Plans.	Approved by the Department.
	Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 15-GSEP-05	Petition for approval of its 2016 Gas System Enhancement Plans.	Approved by the Department.
	NSTAR Gas Company, d/b/a Eversource Energy	D.P.U. 15-GSEP-06	Petition for approval of its 2016 Gas System Enhancement Plans.	Approved by the Department.
	Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty Utilities	D.P.U. 16-GSEP-04	Petition for approval of its 2017 Gas System Enhancement Plans.	Approved by the Department.
	Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 16-GSEP-05	Petition for approval of its 2017 Gas System Enhancement Plans.	Approved by the Department.
	NSTAR Gas Company, d/b/a Eversource Energy	D.P.U. 16-GSEP-06	Petition for approval of its 2017 Gas System Enhancement Plans.	Approved by the Department.
	Boston Gas Company and Colonial Gas Company d/b/a National Grid	D.P.U. 14-132	Petition for approval of its 2015 Gas System Enhancement Plans.	Approved by the Department.



**UTILITY MATTERS BEFORE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES AND
MASSACHUSETTS SUPREME JUDICIAL COURT**

Boston Gas Company and Colonial Gas Company d/b/a National Grid	D.P.U. 15-GSEP-03	Petition for approval of its 2016 Gas System Enhancement Plans.	Approved by the Department.
Boston Gas Company and Colonial Gas Company d/b/a National Grid	D.P.U. 16-GSEP-03	Petition for approval of its 2015 Gas System Enhancement Plans.	Approved by the Department.
Boston Gas Company and Colonial Gas Company d/b/a National Grid	D.P.U. 16-GREC-03	Petition for approval of its 2015 Gas System Enhancement Plan Reconciliation Adjustment Factors.	Approved by the Department.
Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty Utilities	D.P.U. 16-GREC-04	Petition for approval of its 2015 Gas System Enhancement Plan Reconciliation Adjustment Factors.	Approved by the Department.
Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 16-GREC-05	Petition for approval of its 2015 Gas System Enhancement Plan Reconciliation Adjustment Factors.	Approved by the Department.
NSTAR Gas Company, d/b/a Eversource Energy	D.P.U. 16-GREC-06	Petition for approval of its 2015 Gas System Enhancement Plan Reconciliation Adjustment Factors.	Approved by the Department.
Fitchburg Gas and Electric Light Company d/b/a Unitil	D.P.U. 17-GREC-01	Petition for approval of its 2016 Gas System Enhancement Plan Reconciliation Adjustment Factors.	Approved by the Department.
Boston Gas Company and Colonial Gas Company d/b/a National Grid	D.P.U. 17-GREC-03	Petition for approval of its 2016 Gas System Enhancement Plan Reconciliation Adjustment Factors.	Approved by the Department.
Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty Utilities	D.P.U. 17-GREC-04	Petition for approval of its 2016 Gas System Enhancement Plan Reconciliation Adjustment Factors.	Approved by the Department.
Bay State Gas Company d/b/a Columbia Gas of Massachusetts	D.P.U. 17-GREC-05	Petition for approval of its 2016 Gas System Enhancement Plan Reconciliation Adjustment Factors.	Approved by the Department.



**UTILITY MATTERS BEFORE
MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES AND
MASSACHUSETTS SUPREME JUDICIAL COURT**

NSTAR Gas Company, d/b/a Eversource Energy	D.P.U. 17-GREC-06	Petition for approval of its 2016 Gas System Enhancement Plan Reconciliation Adjustment Factors.	Approved by the Department.
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From: [Robert A. Bersak](#)
To: [Daniel P. Venora](#)
Cc: [ckimball \(keeganwerlin.com\)](#); [Eric H. Chung](#); [Matthew J. Fossum](#)
Bcc: [Duncan R. MacKay](#); [Pamela K. Tyrol](#)
Subject: PSNH Rate Case -- RFP for Legal Services
Date: Thursday, February 15, 2018 4:00:00 PM

Dan:

As we discussed by phone earlier this week, Eversource has thoroughly reviewed the proposals received for the provision of legal services for the upcoming PSNH rate case. The proposals we received all reflected the high-quality of the firms that participated in this process. We were confident from the start that each firm had the ability and expertise to provide the legal services required. Our review and consideration of the proposals confirmed that expectation.

Ultimately, our review and weighting of the proposals has resulted in the selection of the firm of Keegan Werlin to provide the requested legal services.

Congratulations!

Based upon your proposal and our conversation earlier this week, it is our understanding that you (Dan) will be the lead attorney for this effort.

In your proposal, Eversource was offered several options for billing. We have chosen to select the hourly rate discounted by ■ percent from our standard billing rates for 2018 option. Invoices for your work on this matter should be submitted electronically into our Serengeti billing system using the following information:

Matter Name: PSNH 2018 Rate Case

Matter ID: 201800058

Matthew Fossum and I will be the legal points of contact for this proceeding. Eric Chung is the Eversource rate case coordinator.

Your work must be performed per the terms of your proposal and consistent with the “Eversource Energy Legal Department 2018 Guidelines and Billing Requirements for Outside Counsel” that were included with our Request for Proposals.

We are looking forward to working with you and your colleagues on this rate case!

Thanks for your proposal, congratulations, and see you soon.

BOB

ROBERT A. BERSAK

Chief Regulatory Counsel

Eversource Energy

[780 N. Commercial St.](#) | P.O. Box 330 | Manchester, NH 03105-0330
[603-634-3355](#) | Fax [603-634-2438](#) | Robert.Bersak@Eversource.com

STATEMENT OF WORK I
PO 10672156 Contract Terms and Conditions CW2247552

Project Name	PSNH Allocated Cost of Service Study and Rate Design Support
Governing Contract (or other applicable documents)	General terms and Conditions
Procurement Project Lead	Kristine Dionne
Project Manager/Contact	Edward Davis
Date	November 20, 2018

1. Details of Services Provided

Project Overview:

The project will include three major elements: (A) the development of PSNH Allocated Cost of Service Study, (B) support in preparation of rate proposals as part of the PSNH distribution rate case to be filed with the New Hampshire Public Utility Commission (NH PUC), and (C) submission of pre-filed testimony as part of ACOS cost of service proposal and overall rates proposal.

- A) Economists Inc. is responsible for developing a comprehensive allocated distribution cost-of-service study (“ACOS”) for PSNH. Economists Inc. will run two versions of the ACOS study: (1) a “per books” (i.e., actual test year) study and (2) a “proforma” study (based on the per books study, but adjusted for known and measurable changes, and other adjustments, including the revenue requirement. Economists Inc. will prepare an ACOS model for the classification of distribution costs and the allocation among its rate classes. The per books and proforma draft ACOS studies will be based on a test year for the period 12 months ending June 30, 2018, updated for the period 12 months ending December 31, 2018. A final ACOS study will be prepared upon receiving updated revenue requirement and potentially new load research data to reflect the definitive test year.
- B) Upon completion of ACOS and updating the MCOSS, Economists Inc. will provide analytical and qualitative support and best practice rate design recommendations to the Company, including consideration of MCOSS results¹ and reconciliation of those of the ACOS, for development of proposed class revenue requirements and distribution rate designs. Economists Inc. will review preliminary rate designs as prepared by the Company, expected bill impacts and other information and prepare written and oral feedback and recommendations for modification. This and subsequent work will be conducted in preparation of the distribution rate case filing.
- C) Develop and submit pre-filed testimony as part of overall rates and cost of service proposal.

2. Deliverables

The main deliverables for the project will include:

1. Draft and Final ACOS Model, including an update to preliminary results upon receiving the new test year revenue requirement. Back-up files external to the model.
2. Periodic calls and brief notes with progress report on the ACOS model and findings, discussions on classification and cost allocation approaches, and modifications as necessary for a more robust ACOS approach given the data availability.
3. Exhibits with calculations of class revenue requirements based on ACOS and after comparing and considering calculations separately conducted from MCOS class estimates, supporting the Company’s proposals on revenue targets.
4. Exhibits with data in a format that facilitates the Company’s preparation of specific rate designs.
5. Written comments upon review of the Company’s calculations of preliminary distribution rate designs including recommendations on modifications to rate structures and/or time of use periods if needed. These recommendations may include exhibits with EI’s own calculations as needed to support those recommendations.
6. Pre-filed direct testimony (draft and final) explaining ACOS methods and results, plus recommendations on revenue requirement allocation by class and distribution rate designs.

Economists Inc. will also respond to data requests issued by the NH PUC, NH Office of Consumer Advocate, or other parties, assist in the interrogation of testimony as may be submitted by other parties, file rebuttal testimony as needed, attend technical sessions and hearings for cross examination, respond to technical session and hearing record requests, and, assist in the drafting of legal briefs submitted to the NH PUC, following submittal of permanent rate filing.

¹ The MCOSS update is not part of this project and will be undertaken as part of a separate project conducted by EI.

3. Term

Start Date	August 20, 2018
End Date	April 30, 2020

4. Acceptance of Deliverables

Acceptance shall be at the sole discretion of the Project Manager. If at any time during the Project, the Project Manager feels that the Project is not proceeding in the direction as discussed and outlined herein, Eversource Energy ("Eversource") reserves the right to halt or redirect the Project and/or cancel it; and/or halt or delay payment as he/she deems appropriate. Eversource shall provide Economists Inc. with written notice of such action. Any services not meeting acceptance, will be corrected as detailed in a written communication to Economists Inc. according to the Contract and will be at no additional cost to Eversource.

5. Model Confidentiality

EI will provide an electronic copy of the ACOS study model and back up files. The model will be proprietary. Therefore the Company will be able to use it for future internal use, but it may only be shared with rate case intervenors and the Commission as long as they have agreed to the appropriate confidentiality requirements.

6. Fees and Payment Schedules

The table below includes the estimated professional fees and travel expenses for this project.

ORIGINAL (dated November 20, 2018)

	Total Time & Material Cost Proposal	Lump Sum Cost Proposal	Total Proposed Costs
<u>PROPOSED WORK ELEMENTS</u>			
Projected Planning and Administration		\$ 2,375	\$ 2,375
Research / Data Development		\$ 17,980	\$ 17,980
Allocated Cost-of-Service Study		\$ 47,630	\$ 47,630
Class Revenue Targets and Rate Design Support		\$ 45,570	\$ 45,570
Prepare Direct, Prefiled Testimony		\$ 18,720	\$ 18,720
Support Direct Prefiled Testimony **	\$ 12,460		\$ 12,460
Assist in the Interrogation of Testimony **	\$ 11,900		\$ 11,900
Attend Hearings for Cross Examination **	\$ 14,250		\$ 14,250
Respond to In-Hearing Record Requests **	\$ 4,920		\$ 4,920
Assist in Drafting of Legal Brief **	\$ 3,325		\$ 3,325
Compliance Filing & Support **	\$ 3,325		\$ 3,325
Other Direct Costs (Travel)	\$ 2,960		\$ 2,960
Grand Total	\$ 53,140	\$ 132,275	\$ 185,415

REVISED

	Total Time & Material Cost	Lump Sum Cost	Total Costs
<u>WORK ELEMENTS</u>			
Planning and Administration		\$ 3,575	\$ 3,575
Research / Data Development		\$ 42,480	\$ 42,480
Allocated Cost-of-Service Study		\$ 54,080	\$ 54,080
Class Revenue Targets and Rate Design Support		\$ 71,120	\$ 71,120
Prepare Direct, Prefiled Testimony		\$ 18,720	\$ 18,720
Support Direct Prefiled Testimony	\$ 31,150		\$ 31,150
Assist in the Interrogation of Testimony	\$ 11,900		\$ 11,900
Attend Hearings for Cross Examination	\$ 42,750		\$ 42,750
Respond to In-Hearing Record Requests	\$ 14,760		\$ 14,760
Assist in Drafting of Legal Brief	\$ 3,325		\$ 3,325
Compliance Filing & Support	\$ 3,325		\$ 3,325
Other Direct Costs (Travel)	\$ 8,160		\$ 8,160
Grand Total	\$ 115,370	\$ 189,975	\$ 305,345

6. Contact Information

Utility:	Contact Information	Roles & Responsibilities
Project Manager	Edward Davis Edward.Davis@eversource.com Mark Q. Depace Mark.Depace@eversource.com	Project manager
Procurement	Kristine Dionne: Kristine.Dionne@eversource.com	Oversees all procurement activity
Contractor:		
Project Manager	Amparo Nieto nieto.a@ei.com	Ms. Nieto will be Project Manager, leading the team, evaluating the inputs, methods and results of the Company's ACOS and providing expert testimony. Ms. Nieto will be the main interface with the Company during the course of the project.
Account Manager/Exec		Project administration

Purchase Order Details

10279646: Marginal Cost Study and Support for NH Rate Case and Alternate Metering

Status : SENT

Revision:	0	Date of Issue:	9/11/19	Ship Via:	
Procurement Agent:	CHRISTA SIMMONS	Requested Delivery Date:	5/3/18	F.O.B.:	
Agent Email	christa.simmons@eversour	Payment Terms:		WM Project :	
Agent Phone	8606656141	Freight Terms:		WM WO/WR	

Vendor ID: ECONINCO-000

Contract #: CW2247552

Vendor Name: ECONOMISTS INCORPORATED
2121 K ST NW STE 1100
WASHINGTON, DC, 20037

Phone:
Fax:

Contact:

Ship To: BERLIN CORPORATE HEADQUARTERS
107 SELDEN ST
BERLIN, CT, 06037

Bill To: EVERSOURCE BILL TO
P.O. BOX 5017
HARTFORD, CT, 06102-5017

Attention: KAREN RITCHEY

Attention:

Contact #:

Contact #:

Drop Ship Edward.Davis@Eversource.com

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	Marginal Cost Study and Support for NH Rate Case and Alternate Metering			0.00	175000.00		175000.00	175000.00	5/3/18

Purchase Order Details

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
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Additional Desc :

Provide **Consulting** services to Eversource Energy ("Eversource") to **develop a marginal cost of service study** in accordance with the workscope and pricing referenced in **Economist Incorporated**'s RFP proposal DOC 1282304128

Work will be provided on a **Not to Exceed** basis per the terms and conditions of **Economist Incorporated**'s agreement dated May 1, 2018 - CW2247552. All costs for this work shall not exceed **\$175,000**. Any change in cost and/or scope shall require the approval of a Change Order.

Eversource Energy's Representative monitoring the performance of this work shall be **Ed Davis**.

The final invoice on this project should be clearly marked FINAL INVOICE.

All invoices must include the following information:

- Current Not-To-Exceed Limit
- Total \$ Spent to Date
- Remaining \$ of Not-To-Exceed Limit

Approved Mfgr	Model #	Part #	Instructions :
			Total PO Cost: 175000.00 USD

Purchase Order Details

Terms and Conditions

CONTRULES

IN ACCEPTING THIS PURCHASE ORDER, THE CONTRACTOR ACKNOWLEDGES THAT IT IS FAMILIAR WITH THE SITE AND UNDERSTANDS SPECIFIC SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR THE WORK REQUIRED. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ALL OF ITS EMPLOYEES AND SUBCONTRACTORS WILL WORK IN ACCORDANCE WITH ALL OF THE SAFETY AND ENVIRONMENTAL REQUIREMENTS CONTAINED IN THE EVERSOURCE ENERGY WORK RULES ATTACHED TO THIS PURCHASE ORDER, THE CONTRACTOR'S SAFETY POLICIES AND PROCEDURES AND IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF OSHA REGULATIONS 29CFR1910/1926. FAILURE TO COMPLY WITH THE EVERSOURCE ENERGY CONTRACTOR WORK RULES MAY RESULT IN TERMINATION OF THIS PURCHASE ORDER.

THE CONTRACTOR IS REMINDED THAT 29CFR1910.269 ESTABLISHES ADDITIONAL SPECIFIC REQUIREMENTS FOR WORK PERFORMED ON ELECTRIC POWER GENERATION, CONTROL, TRANSFORMATION, TRANSMISSION, AND DISTRIBUTION LINES AND EQUIPMENT, INCLUDING THE NEED TO PROVIDE WORKERS TRAINED IN FIRST AID AND CARDIOPULMONARY RESUSCITATION.

CONTRACTORS PERFORMING WORK AT OR IN THE VICINITY OF YANKEE GAS FACILITIES ARE REQUIRED TO BE OPERATOR QUALIFIED IN ACCORDANCE WITH 49CFR192 – SUBPART N. REQUIRED TASKS TO BE DETERMINED BY YANKEE GAS DEPENDING ON THE TYPE OF WORK TO BE PERFORMED.

EVSOURCE ENERGY RESERVES THE RIGHT TO REVIEW ANY AND ALL CONTRACTOR DOCUMENTATION APPLICABLE TO THE WORK, INCLUDING SAFETY MANUALS, POLICIES, PROCEDURES, TRAINING AND QUALIFICATION RECORDS.
This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Standard: EEO/AA Type: PURCH Title : EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

COMPLIANCE WITH LAW - SELLER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND ORDERS RESPECTING THE GOODS AND SERVICES PROVIDED UNDER THIS PO. THE "EQUAL OPPORTUNITY CLAUSE" (41 CFR 60-1.4), THE "AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES CLAUSE" (41 CFR 60-741.4), THE AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA CLAUSE" (41 CFR 60-250.5) AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION LAWS, ARE HEREBY INCORPORATED HEREIN BY REFERENCE.
>
SELLER SHALL COMPLY WITH THE PROVISIONS OF EXECUTIVE ORDER 13201 (29 CFR PART 470).

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

FREIGHT

SHIPPING INSTRUCTIONS:

WHEN SHIPPING FREIGHT COLLECT, CALL YRC LOGISTICS AT 800-243-1737 OPTION 1 FOR CARRIER SELECTION. THE FOLLOWING MUST APPEAR ON THE SHIPPER'S BILL OF LADING: "SEND FREIGHT BILL TO: EVERSOURCE ENERGY / YRC LOGISTICS, PO BOX11250, OVERLAND PARK, KS 66207." THIS INSTRUCTION DOES NOT APPLY TO SMALL PACKAGES (LESS THAN 150 LBS. - NON-PALLETIZED), WHICH SHOULD BE SHIPPED PREPAID VIA UPS, FEDEX OR OTHER COMPARABLE PROVIDER.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Standard: INVLOOK Type: PURCH Title : INVOICE LOOK-UP PROGRAM NOTIFICATION FOR VENDORS

PLEASE PROVIDE THIS INFORMATION TO YOUR ACCOUNTS RECEIVABLE DEPARTMENT: AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE.

ENTER YOUR ZIP CODE, LOG IN ON TOP RIGHT WITH SAME LOGIN AND SCROLL TO BOTTOM OF PAGE. CLICK ON AFFILIATES UNDER "DOING BUSINESS WITH US," WHICH IS ON RIGHT SIDE OF SCREEN, CLICK ON "SUPPLIER ESOURCING" IN GREEN BOX ON LEFT— IT IS THE LAST ONE LISTED. SCROLL DOWN AND ON THE LEFT AND CLICK ON "CHECK INVOICE STATUS." THEN GO TO BOTTOM OF PAGE AND ENTER YOUR 8-DIGIT PO AND INVOICE AND "SUBMIT." IF YOU RECEIVE MESSAGE TO CONTACT ACCOUNTS PAYABLE AFTER YOU ENTER THE 8-DIGIT PURCHASE ORDER # AND INVOICE #, AND HIT SUBMIT, YOU CAN EMAIL FROM THE SITE. IN THE EMAIL, PLEASE PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND PO AND RELEASE IF APPLICABLE. IF YOU ARE INQUIRING ABOUT AN NSTAR INVOICE, PLEASE CONTACT ACCOUNTS PAYABLE AT 860-665-4592 AND PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND CONTRACT OR PO AND RELEASE, IF APPLICABLE.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Labeling

ITEMS WHICH HAVE EVERSOURCE ITEM NUMBERS MUST BE CLEARLY MARKED WITH OUR ITEM NUMBER AND PURCHASE ORDER NUMBER IN BOTH A NUMERICAL AND, IF WITHIN YOUR CAPABILITY, A BAR CODE LABEL IN

Purchase Order Details

Terms and Conditions

CODE 39 FORMAT. SUCH LABELING SHOULD BE ON EACH
CARTON OR PACKAGE.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Standard: SDS40 Type: PURCH Title : DO NOT SUBSTITUTE DO NOT SUBSTITUTE.

DO NOT SUBSTITUTE.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Standard: SRO20 Type: PURCH .Title : INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO

INVOICES WILL NOT BE PAID IF THEY ARE SUBMITTED WITHOUT A TYPED REFERENCE TO THE APPROPRIATE PURCHASE ORDER NUMBER . PLEASE PUT THE ENTIRE PURCHASE ORDER NUMBER, INCLUDING ANY REVISION NO. AND BLANKET RELEASE NO., FOR A TOTAL OF 16 DIGITS IF REQUIRED, ON YOUR INVOICE AND MAIL THE INVOICE TO THE ADDRESS SHOWN ON THE TOP OF THE PURCHASE ORDER. PO REFERENCE NUMBERS MUST BE TYPED ON THE FACE OF THE INVOICE. HANDWRITTEN PO REFERENCE NUMBERS CANNOT BE ACCEPTED.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Rates will remain firm for duration of contract

RATES SHALL REMAIN FIRM FOR DURATION OF CONTRACT

This document should be reviewed at "Doing Business with Eversource" at Eversource.com
RATES SHALL REMAIN FIRM FOR DURATION OF CONTRACT

NEWCONTREF

THE MATERIALS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER ARE GOVERNED BY THE AGREED UPON CONTRACT REFERENCED ON THE FACE OF THIS PURCHASE ORDER

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Purchase Order Details

10985117: Marginal Cost Study and Support for NH Rate Case and Alternate Metering

Status : SENT

Revision:	0	Date of Issue:	1/29/20	Ship Via:	
Procurement Agent:	KRISTINE DIONNE	Requested Delivery Date:	5/3/18	F.O.B.:	
Agent Email	kristine.dionne@eversource.com	Payment Terms:		WM Project :	
Agent Phone	8606652075	Freight Terms:		WM WO/WR	

Vendor ID: ECONINCO-000**Contract #:**

Vendor Name: ECONOMISTS INCORPORATED
2121 K ST NW STE 1100
WASHINGTON, DC, 20037

Phone:**Fax:****Contact:**

Ship To: BERLIN CORPORATE HEADQUARTERS
107 SELDEN ST
BERLIN, CT, 06037

Bill To: EVERSOURCE BILL TO

P.O. BOX 5017
HARTFORD, CT, 06102-5017

Attention: KAREN RITCHEY**Attention:****Contact #:****Contact #:****Drop Ship** Edward.Davis@Eversource.com

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	Replaces PO 10279646 anticipated additional consultant services			0.00	25000.00		25000.00	25000.00	5/3/18

Additional Desc : per Contract Terms and Conditions CW2247552

Approved Mfgr	Model #	Part #	Instructions :	Total PO Cost:	25000.00 USD
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Purchase Order Details

Terms and Conditions

CONTRACTOR WORK RULES

IN ACCEPTING THIS PURCHASE ORDER, THE CONTRACTOR ACKNOWLEDGES THAT IT IS FAMILIAR WITH THE SITE AND UNDERSTANDS SPECIFIC SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR THE WORK REQUIRED. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ALL OF ITS EMPLOYEES AND SUBCONTRACTORS WILL WORK IN ACCORDANCE WITH ALL OF THE SAFETY AND ENVIRONMENTAL REQUIREMENTS CONTAINED IN THE EVERSOURCE ENERGY WORK RULES, THE CONTRACTORS SAFETY POLICIES AND PROCEDURES AND IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF OSHA REGULATIONS 29CFR1910/1926. FAILURE TO COMPLY WITH THE EVERSOURCE ENERGY CONTRACTOR WORK RULES MAY RESULT IN TERMINATION OF THIS PURCHASE ORDER.

THE CONTRACTOR IS REMINDED THAT 29CFR1910.269 ESTABLISHES ADDITIONAL SPECIFIC REQUIREMENTS FOR WORK PERFORMED ON ELECTRIC POWER GENERATION, CONTROL, TRANSFORMATION, TRANSMISSION, AND DISTRIBUTION LINES AND EQUIPMENT, INCLUDING THE NEED TO PROVIDE WORKERS TRAINED IN FIRST AID AND CARDIOPULMONARY RESUSCITATION.

CONTRACTORS PERFORMING WORK AT OR IN THE VICINITY OF YANKEE GAS FACILITIES ARE REQUIRED TO BE OPERATOR QUALIFIED IN ACCORDANCE WITH 49CFR192 SUBPART N. REQUIRED TASKS TO BE DETERMINED BY YANKEE GAS DEPENDING ON THE TYPE OF WORK TO BE PERFORMED.

EVERSOURCE ENERGY RESERVES THE RIGHT TO REVIEW ANY AND ALL CONTRACTOR DOCUMENTATION APPLICABLE TO THE WORK, INCLUDING SAFETY MANUALS, POLICIES, PROCEDURES, TRAINING, AND QUALIFICATION RECORDS.

STANDARD: EEO/AA TYPE: PURCH TITLE: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

COMPLIANCE WITH LAW - SELLER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND ORDERS RESPECTING THE GOODS AND SERVICES PROVIDED UNDER THIS PO. THE "EQUAL OPPORTUNITY CLAUSE" (41CFR 60-1.4), THE "AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES CLAUSE" (41 CFR 60-741.4), THE AFFIRMATIVE ACTION AND NONDISCRIMINATION OBLIGATIONS OF CONTRACTORS AND SUBCONTRACTORS REGARDING SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, RECENTLY SEPARATED VETERANS, AND OTHER PROTECTED VETERANS CLAUSE" (41 CFR60-250.5) AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION LAWS, ARE HEREBY INCORPORATED HERE IN BY REFERENCE.

Purchase Order Details

Terms and Conditions

SELLER SHALL COMPLY WITH THE PROVISIONS OF EXECUTIVE ORDER 13201 (29CFR PART 470).

PO GENERAL TERMS AND CONDITIONS DATED 04/02/15 APPLY TO ALL MATERIALS OR SERVICES

IN THE ABSENCE OF ANY OTHER REFERENCED CONTRACT OR CONTRACT TERMS, THE PO GENERAL TERMS AND CONDITIONS REV. 1 DATED 04/02/15 ("PO GTCs") SHALL APPLY TO ALL MATERIALS OR SERVICES RELATED TO THIS ORDER. IF OTHER CONTRACT TERMS ARE REFERENCED THAT DISCLAIM PO GTCs, PO GTCs SHALL NOT APPLY.

EVERSOURCE TERMS & CONDITIONS CAN BE FOUND AT THE DOING BUSINESS WITH US LINK BELOW:

<https://www.eversource.com/content/ema-c/about/about-us/doing-business-with-us/supplier-sourcing/general-terms-conditions>

STANDARD: INVLOOK TYPE: PURCH TITLE: INVOICE LOOK-UP PROGRAM NOTIFICATION FOR VENDORS

PLEASE PROVIDE THIS INFORMATION TO YOUR ACCOUNTS RECEIVABLE DEPARTMENT: AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE.

ENTER YOUR ZIP CODE, LOG IN ON TOP RIGHT WITH SAME LOGIN AND SCROLL TO BOTTOM OF PAGE. CLICK ON AFFILIATES UNDER DOING BUSINESS WITH US, WHICH IS ON RIGHT SIDE OF SCREEN, CLICK ON SUPPLIER SOURCING IN GREEN BOX ON LEFT IT IS THE LAST ONE LISTED. SCROLL DOWN AND ON THE LEFT AND CLICK ON CHECK INVOICE STATUS. THEN GO TO BOTTOM OF PAGE AND ENTER YOUR 8-DIGIT PO AND INVOICE AND SUBMIT. IF YOU RECEIVE MESSAGE TO CONTACT ACCOUNTS PAYABLE AFTER YOU ENTER THE 8-DIGIT PURCHASE ORDER# AND INVOICE #, AND HIT SUBMIT, YOU CAN EMAIL FROM THE SITE. IN THE EMAIL, PLEASE PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND PO AND RELEASE IF APPLICABLE. IF YOU ARE INQUIRING ABOUT AN INVOICE, PLEASE CONTACT ACCOUNTS PAYABLE AT 860-665-4592 AND PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND CONTRACT OR PO AND RELEASE, IF APPLICABLE.

THIS DOCUMENT SHOULD BE REVIEWED AT DOING BUSINESS WITH EVERSOURCE AT EVERSOURCE.COM

INVOICE INSTRUCTIONS

INVOICES WILL NOT BE PAID IF THEY ARE SUBMITTED WITHOUT A TYPED REFERENCE TO THE APPROPRIATE 8 DIGIT PURCHASE ORDER. PO NUMBERS MUST BE TYPED ON THE FACE OF THE INVOICE. HAND WRITTEN PO NUMBERS CANNOT BE ACCEPTED.

Purchase Order Details

Terms and Conditions

AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE USING THE WEBSITE BELOW.

<https://www.eversource.com/security/account/Login?ReturnUrl=/nu/Invoicelookup/secure/invoiceQuery.aspx>

THE METHOD USED TO TRANSMIT THE PURCHASE ORDER WILL DETERMINE THE APPROPRIATE INVOICING METHOD.

PURCHASE ORDERS SENT VIA EDI SHOULD BE INVOICED VIA EDI

PURCHASE ORDERS SENT VIA EMAIL SHOULD HAVE A PRINTED INVOICE MAILED TO THE ADDRESS FOUND ON THE PURCHASE ORDER

PURCHASE ORDERS SENT VIA ARIBA LIGHT SHOULD BE INVOICED THROUGH THE LINK FOUND IN THE ORIGINAL EMAIL NOTIFICATION.

PURCHASE ORDERS SENT VIA ARIBA SHOULD BE INVOICED THROUGH THE ARIBA PORTAL.

LABELING

ITEMS WHICH HAVE EVERSOURCE ITEM NUMBERS MUST BE CLEARLY MARKED WITH OUR ITEM NUMBER AND PURCHASE ORDER NUMBER IN BOTH A NUMERICAL AND, IF WITHIN YOUR CAPABILITY, A BAR CODE LABEL IN CODE 39 FORMAT. SUCH LABELING SHOULD BE ON EACH CARTON OR PACKAGE.

THIS DOCUMENT SHOULD BE REVIEWED AT DOING BUSINESS WITH EVERSOURCE AT EVERSOURCE.COM

Purchase Order Details

10672156: NH Allocated Distribution Cost of Service Study

Status : SENT

Revision:	0	Date of Issue:	9/11/19	Ship Via:	
Procurement Agent:	KRISTINE DIONNE	Requested Delivery Date:	8/27/18	F.O.B.:	
Agent Email	kristine.dionne@eversource.com	Payment Terms:		WM Project :	
Agent Phone	8606652075	Freight Terms:		WM WO/WR	

Vendor ID: ECONINCO-000

Contract #: CW2247552

Vendor Name: ECONOMISTS INCORPORATED
2121 K ST NW STE 1100
WASHINGTON, DC, 20037

Phone:
Fax:

Contact:

Ship To: BERLIN CORPORATE HEADQUARTERS
107 SELDEN ST
BERLIN, CT, 06037

Bill To: EVERSOURCE BILL TO
P.O. BOX 5017
HARTFORD, CT, 06102-5017

Attention: KAREN RITCHEY

Attention:

Contact #:

Contact #:

Drop Ship Edward.Davis@eversource.com

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	NH Allocated Distribution Sot of Service Study			0.00	186000.00		186000.00	186000.00	8/27/18

Additional Desc :

Approved Mfgr	Model #	Part #	Instructions :
			Total PO Cost: 186000.00 USD

Purchase Order Details

Terms and Conditions

CONTRULES

IN ACCEPTING THIS PURCHASE ORDER, THE CONTRACTOR ACKNOWLEDGES THAT IT IS FAMILIAR WITH THE SITE AND UNDERSTANDS SPECIFIC SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR THE WORK REQUIRED. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ALL OF ITS EMPLOYEES AND SUBCONTRACTORS WILL WORK IN ACCORDANCE WITH ALL OF THE SAFETY AND ENVIRONMENTAL REQUIREMENTS CONTAINED IN THE EVERSOURCE ENERGY WORK RULES ATTACHED TO THIS PURCHASE ORDER, THE CONTRACTOR'S SAFETY POLICIES AND PROCEDURES AND IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF OSHA REGULATIONS 29CFR1910/1926. FAILURE TO COMPLY WITH THE EVERSOURCE ENERGY CONTRACTOR WORK RULES MAY RESULT IN TERMINATION OF THIS PURCHASE ORDER.

THE CONTRACTOR IS REMINDED THAT 29CFR1910.269 ESTABLISHES ADDITIONAL SPECIFIC REQUIREMENTS FOR WORK PERFORMED ON ELECTRIC POWER GENERATION, CONTROL, TRANSFORMATION, TRANSMISSION, AND DISTRIBUTION LINES AND EQUIPMENT, INCLUDING THE NEED TO PROVIDE WORKERS TRAINED IN FIRST AID AND CARDIOPULMONARY RESUSCITATION.

CONTRACTORS PERFORMING WORK AT OR IN THE VICINITY OF YANKEE GAS FACILITIES ARE REQUIRED TO BE OPERATOR QUALIFIED IN ACCORDANCE WITH 49CFR192 – SUBPART N. REQUIRED TASKS TO BE DETERMINED BY YANKEE GAS DEPENDING ON THE TYPE OF WORK TO BE PERFORMED.

EVERSOURCE ENERGY RESERVES THE RIGHT TO REVIEW ANY AND ALL CONTRACTOR DOCUMENTATION APPLICABLE TO THE WORK, INCLUDING SAFETY MANUALS, POLICIES, PROCEDURES, TRAINING AND QUALIFICATION RECORDS.

THIS DOCUMENT SHOULD BE REVIEWED AT "DOING BUSINESS WITH EVERSOURCE" AT EVERSOURCE.COM

STANDARD: EEO/AA TYPE: PURCH TITLE: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

COMPLIANCE WITH LAW - SELLER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND ORDERS RESPECTING THE GOODS AND SERVICES PROVIDED UNDER THIS PO. THE "EQUAL OPPORTUNITY CLAUSE" (41 CFR 60-1.4), THE "AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES CLAUSE" (41 CFR 60-741.4), THE AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA CLAUSE" (41 CFR 60-250.5) AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION LAWS, ARE HEREBY INCORPORATED HEREIN BY REFERENCE.

>

SELLER SHALL COMPLY WITH THE PROVISIONS OF EXECUTIVE ORDER 13201 (29 CFR PART 470).

THIS DOCUMENT SHOULD BE REVIEWED AT "DOING BUSINESS WITH EVERSOURCE" AT EVERSOURCE.COM

FREIGHT

SHIPPING INSTRUCTIONS:

WHEN SHIPPING FREIGHT COLLECT, CALL YRC LOGISTICS AT 800-243-1737 OPTION 1 FOR CARRIER SELECTION. THE FOLLOWING MUST APPEAR ON THE SHIPPER'S BILL OF LADING: "SEND FREIGHT BILL TO: EVERSOURCE ENERGY / YRC LOGISTICS, PO BOX11250, OVERLAND PARK, KS 66207." THIS INSTRUCTION DOES NOT APPLY TO SMALL PACKAGES (LESS THAN 150 LBS. - NON-PALLETIZED), WHICH SHOULD BE

Purchase Order Details

Terms and Conditions

SHIPPED PREPAID VIA UPS, FEDEX OR OTHER COMPARABLE PROVIDER.

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STANDARD: INVLOOK TYPE: PURCH TITLE: INVOICE LOOK-UP PROGRAM NOTIFICATION FOR VENDORS

PLEASE PROVIDE THIS INFORMATION TO YOUR ACCOUNTS RECEIVABLE DEPARTMENT: AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE.

ENTER YOUR ZIP CODE, LOG IN ON TOP RIGHT WITH SAME LOGIN AND SCROLL TO BOTTOM OF PAGE. CLICK ON AFFILIATES UNDER "DOING BUSINESS WITH US," WHICH IS ON RIGHT SIDE OF SCREEN, CLICK ON "SUPPLIER ESOURCING" IN GREEN BOX ON LEFT— IT IS THE LAST ONE LISTED. SCROLL DOWN AND ON THE LEFT AND CLICK ON "CHECK INVOICE STATUS." THEN GO TO BOTTOM OF PAGE AND ENTER YOUR 8-DIGIT PO AND INVOICE AND "SUBMIT." IF YOU RECEIVE MESSAGE TO CONTACT ACCOUNTS PAYABLE AFTER YOU ENTER THE 8-DIGIT PURCHASE ORDER # AND INVOICE #, AND HIT SUBMIT, YOU CAN EMAIL FROM THE SITE. IN THE EMAIL, PLEASE PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND PO AND RELEASE IF APPLICABLE. IF YOU ARE INQUIRING ABOUT AN NSTAR INVOICE, PLEASE CONTACT ACCOUNTS PAYABLE AT 860-665-4592 AND PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND CONTRACT OR PO AND RELEASE, IF APPLICABLE.

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LABELING

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STANDARD: SDS40 TYPE: PURCH TITLE: DO NOT SUBSTITUTE.

DO NOT SUBSTITUTE.

THIS DOCUMENT SHOULD BE REVIEWED AT "DOING BUSINESS WITH EVERSOURCE" AT [EVERSOURCE.COM](https://eversource.com)

STANDARD: SRO20 TYPE: PURCH TITLE: INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO

INVOICES WILL NOT BE PAID IF THEY ARE SUBMITTED WITHOUT A TYPED REFERENCE TO THE APPROPRIATE PURCHASE ORDER NUMBER . PLEASE PUT THE ENTIRE PURCHASE ORDER NUMBER, INCLUDING ANY REVISION NO. AND BLANKET RELEASE NO., FOR A TOTAL OF 16 DIGITS IF REQUIRED, ON YOUR INVOICE AND MAIL THE INVOICE TO THE ADDRESS SHOWN ON THE TOP OF THE PURCHASE ORDER. PO REFERENCE NUMBERS MUST BE TYPED ON THE FACE OF THE INVOICE. HANDWRITTEN PO REFERENCE NUMBERS CANNOT BE ACCEPTED.

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Purchase Order Details

Terms and Conditions

RATES WILL REMAIN FIRM FOR DURATION OF CONTRACT

RATES SHALL REMAIN FIRM FOR DURATION OF CONTRACT

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NEWCONTREF

THE MATERIALS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER ARE GOVERNED BY THE AGREED UPON CONTRACT REFERENCED ON THE FACE OF THIS PURCHASE ORDER

THIS DOCUMENT SHOULD BE REVIEWED AT "DOING BUSINESS WITH EVERSOURCE" AT [EVERSOURCE.COM](https://eversource.com)

Purchase Order Details

10947368: Increase Dollar Amount (Additional \$120,000) for PO 10672156 Contract# CW2247552

Status : SENT

Revision:	1	Date of Issue:	9/11/19	Ship Via:	
Procurement Agent:	KRISTINE DIONNE	Requested Delivery Date:	7/31/19	F.O.B.:	
Agent Email	kristine.dionne@eversource.com	Payment Terms:		WM Project :	
Agent Phone	8606652075	Freight Terms:		WM WO/WR	

Vendor ID: ECONINCO-000**Contract #:****Vendor Name:** ECONOMISTS INCORPORATED**Phone:**

2121 K ST NW STE 1100

Fax:

WASHINGTON, DC, 20037

Contact:**Ship To:** BERLIN CORPORATE HEADQUARTERS**Bill To:** EVERSOURCE BILL TO

107 SELDEN ST

P.O. BOX 5017

BERLIN, CT, 06037

HARTFORD, CT, 06102-5017

Attention: KAREN RITCHEY**Attention:****Contact #:****Contact #:****Drop Ship** edward.davis@eversource.com

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	Allocated Cost of Service and R&D			0.00	120000.00		120000.00	120000.00	7/31/19
Additional Desc :									

Approved Mfgr	Model #	Part #	Instructions :
			Total PO Cost: 120000.00 USD

Purchase Order Details

Terms and Conditions

CONTRULES

IN ACCEPTING THIS PURCHASE ORDER, THE CONTRACTOR ACKNOWLEDGES THAT IT IS FAMILIAR WITH THE SITE AND UNDERSTANDS SPECIFIC SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR THE WORK REQUIRED. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ALL OF ITS EMPLOYEES AND SUBCONTRACTORS WILL WORK IN ACCORDANCE WITH ALL OF THE SAFETY AND ENVIRONMENTAL REQUIREMENTS CONTAINED IN THE EVERSOURCE ENERGY WORK RULES ATTACHED TO THIS PURCHASE ORDER, THE CONTRACTORS SAFETY POLICIES AND PROCEDURES AND IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF OSHA REGULATIONS 29CFR1910/1926. FAILURE TO COMPLY WITH THE EVERSOURCE ENERGY CONTRACTOR WORK RULES MAY RESULT IN TERMINATION OF THIS PURCHASE ORDER.

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SELLER SHALL COMPLY WITH THE PROVISIONS OF EXECUTIVE ORDER 13201 (29CFR PART 470).

FREIGHT

SHIPPING INSTRUCTIONS:

WHEN SHIPPING FREIGHT, CALL BIRDDOG LOGISTICS AT 828-304-2731. VENDOR WILL REMIT PAYMENT TO BIRDDOG LOGISTICS LLC 310 MAIN AVENUE WAYSE, HICKORY, NC 28602. VENDOR WILL THEN ADD THE FREIGHT CHARGE FROM BIRDDOG LOGISTICS TO THEIR INVOICE TO EVERSOURCE ENERGY. THIS INSTRUCTION DOES NOT APPLY TO SMALL PACKAGES (LESS THAN 150 LBS. - NON-PALLETIZED), WHICH SHOULD BE SHIPPED PREPAID VIA UPS, FEDEX OR OTHER COMPARABLE PROVIDER.

PO GENERAL TERMS AND CONDITIONS DATED 04/02/15 APPLY TO ALL MATERIALS OR SERVICES

PO GENERAL TERMS AND CONDITIONS REV. 1 DATED 04/02/15 SHALL APPLY TO ALL MATERIALS OR SERVICES RELATED TO THIS ORDER IN THE ABSENCE OF ANY OTHER REFERENCED CONTRACT OR CONTRACT TERMS

THIS DOCUMENT SHOULD BE REVIEWED AT DOING BUSINESS WITH EVERSOURCE AT EVERSOURCE.COM

STANDARD: INVLOOK TYPE: PURCH TITLE: INVOICE LOOK-UP PROGRAM NOTIFICATION FOR VENDORS

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THIS DOCUMENT SHOULD BE REVIEWED AT DOING BUSINESS WITH EVERSOURCE AT EVERSOURCE.COM

Purchase Order Details

Terms and Conditions

NEWCONTREF

THE MATERIALS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER ARE GOVERNED BY THE AGREED UPON CONTRACT REFERENCED ON THE FACE OF THIS PURCHASE ORDER.

RATES WILL REMAIN FIRM FOR DURATION OF CONTRACT

RATES SHALL REMAIN FIRM FOR DURATION OF CONTRACT.

LABELING

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STANDARD: SDS40 TYPE: PURCH TITLE: DO NOT SUBSTITUTE.

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STANDARD: SRO20 TYPE: PURCH TITLE: INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO

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Purchase Order Details

10783305: PO for PSNH Rate Case work

Status : SENT

Revision:	0	Date of Issue:	6/12/19	Ship Via:	
Procurement Agent:	KRISTINE DIONNE	Requested Delivery Date:	1/28/19	F.O.B.:	
Agent Email	kristine.dionne@eversource	Payment Terms:		WM Project :	
Agent Phone	8606652075	Freight Terms:		WM WO/WR	

Vendor ID: CONCENAD-001

Contract #: CW2244762

Vendor Name: CONCENTRIC ENERGY ADVISORS INC
293 BOSTON POST RD W STE 500
MARLBOROUGH, MA, 01752

Phone:
Fax:

Contact: D POWERS

Ship To: HAMPSHIRE PLAZA MAILROOM
780 NORTH COMMERCIAL ST
MANCHESTER, NH, 03101

Bill To: EVERSOURCE BILL TO
P.O. BOX 5017
HARTFORD, CT, 06102-5017

Attention: KRISTI DAVIE

Attention:

Contact #:

Contact #:

Drop Ship Energy Park, 780 N. Commercial St Manchester

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	PSNH Rate Case work			0.00	250000.00		250000.00	250000.00	1/28/19

Additional Desc :

Approved Mfgr	Model #	Part #	Instructions :
			Total PO Cost: 250000.00 USD

Purchase Order Details

Terms and Conditions

CONTRULES

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STANDARD: EEO/AA TYPE: PURCH TITLE: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

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>

SELLER SHALL COMPLY WITH THE PROVISIONS OF EXECUTIVE ORDER 13201 (29CFR PART 470).

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FREIGHT

SHIPPING INSTRUCTIONS:

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Purchase Order Details

Terms and Conditions

LABELING

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STANDARD: SDS40 TYPE: PURCH TITLE: DO NOT SUBSTITUTE.

DO NOT SUBSTITUTE.

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STANDARD: SRO20 TYPE: PURCH TITLE: INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO

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RATES WILL REMAIN FIRM FOR DURATION OF CONTRACT

RATES SHALL REMAIN FIRM FOR DURATION OF CONTRACT.

THIS DOCUMENT SHOULD BE REVIEWED AT "DOING BUSINESS WITH EVERSOURCE" AT EVERSOURCE.COM.

NEWCONTREF

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THIS DOCUMENT SHOULD BE REVIEWED AT "DOING BUSINESS WITH EVERSOURCE" AT EVERSOURCE.COM



PROPOSAL FOR:

**DEVELOPMENT & SUPPORT FOR
RETURN ON EQUITY & COST OF CAPITAL STUDY
DOC1153776571**

PREPARED FOR:

**EVERSOURCE
YANKEE GAS SERVICES COMPANY &
PUBLIC SERVICE OF NEW HAMPSHIRE**

**ISSUED: NOVEMBER 15, 2017
ORIGINAL SUBMISSION: DECEMBER 1, 2017
REVISION: DECEMBER 1, 2017
CONFIDENTIAL**

Headquarters

293 Boston Post Rd West, Ste 500
Marlborough, MA 01752
508.263.6200

Concentric Advisors, ULC

200 Rivercrest Drive S.E., Suite 277

Washington, D.C. Office

1300 19th St NW, Ste 620
Washington, DC 20036
202.587.4470

Chicago, IL Office

350 West Hubbard Street, Ste 600

Calgary, AB T2C 2X5
403.257.5946

Chicago, IL 60654
224.999.7372



December 15, 2017

ORIGINAL SUBMITTED VIA ARIBA

Shamar Kynard
Eversource Corporate Procurement
Procurement Sourcing Agent
860-665-3222
ShamarKynard@eversource.com

**DEVELOPMENT & SUPPORT FOR RETURN ON EQUITY & COST OF CAPITAL STUDY:
DOC1153776571**

Dear Mr. Kynard,

Concentric Energy Advisors, Inc. ("Concentric") appreciates the opportunity to respond to Eversource Energy Service Company's ("Eversource" or "the Company") request for proposals for Development and Support for Return On Equity and Cost of Capital Study (Doc1153776571).

This proposal outlines information regarding Concentric, our corporate capabilities and experience, our proposed project team and their qualifications, and our technical approach to the tasks identified in the RFP. We have also included a list of data which will be required from Eversource, recent relevant testimony, and a statement on conflict of interest. Project team resumes, and a sample testimony are included as Attachments A and B respectively.

We believe that our response meets the requirements as stated in the RFP. If Eversource determines that Concentric's response is deficient in any way, Concentric respectfully requests to be promptly notified and be given the opportunity to correct any such deficiency. Please forward any questions regarding this solicitation response to me. My contact information is below.

On behalf of Concentric, thank you for giving us the opportunity to respond to this RFP, and we look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ann Bulkley".

Ann E. Bulkley
Senior Vice President
293 Boston Post Road West, Suite 500
Marlborough, MA 01752
508.263.6216
ABulkley@ceadvisors.com



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TABLE OF ATTACHMENTS

Attachment A: Project Team Resumes
Attachment B: Sample Testimony



SECTION 1:

BACKGROUND

COMPANY OVERVIEW

Concentric Energy Advisors was founded in 2002 by a small group of executive-level consultants who were committed to establishing a mid-sized energy consulting firm with capabilities and a reputation unsurpassed by any firm in North America. Since its inception, Concentric has grown more than eight-fold and has significantly expanded its service offerings, while remaining focused on achieving the highest standards of consulting excellence in the energy field.

We provide our clients access to one of the nation's largest pools of expert witnesses in the field of utility regulation, with more than 20 individuals who have appeared as experts in regulatory proceedings across North America, backed up by a team of consultants that are experienced in all aspects of developing the financial, economic and technical data filed as part of regulatory proceedings.

Currently, Concentric has approximately 60 employees who work out of the corporate headquarters in Marlborough Massachusetts, or in offices in Washington, DC, Chicago, IL, and Calgary, Alberta, Canada. Our team specializes in management consulting and financial advisory services with a focus on the North American energy industry. Our services span utility regulation, energy market analysis, financial advisory, litigation, and management and operations support. Our staff possesses expertise in all aspects of the power and natural gas markets at both the wholesale and retail levels, as well as the oil pipeline industry. Our energy industry experts have held positions with utility companies, regulatory agencies, integrated energy companies, regional transmission organizations, retail marketing companies, and utility management consulting firms. Many members of our team have been working together for more than 30 years.

Through our subsidiaries, CE Capital Advisors, Concentric Advisors ULC, and Concentric Energy Publications, we provide capital market advisory support, consulting services in Canada, and publish The Foster Report.

- Concentric Advisors, ULC: Based in Calgary, Alberta and provides utility consulting services in Canada, with a specialty in depreciation and valuation services.
- Concentric Energy Publications: The Foster Report addresses significant regulatory and business events that impact all segments of the North American natural gas and oil industries, with a particular focus on tracking Federal Energy Regulatory Commission activities.
- CE Capital Advisors: A securities firm that provides services relating to corporate mergers and acquisitions, the valuation of securities, and capital market advisory support. CE Capital assists clients with transactions involving the acquisition or disposition of large assets and



with the purchase and sale of business units and companies. CE Capital often provides services as an extension of Concentric's management consulting services, including rendering fairness opinions for transactions and corporate valuations for financings, litigation, and strategic assignments.

The Concentric family of companies is dedicated to creating value for clients through hard work, market knowledge, and excellent work product. This dedication is evident in the fact that more than 80% of Concentric's assignments come from existing clients.



SECTION 2:

CORPORATE CAPABILITIES & EXPERIENCE

Concentric's project managers have extensive experience developing expert testimony, analyzing economic and financial market conditions, responding to data requests, managing the rate case process, and understanding and anticipating the arguments presented by Staff, consumer advocates, and other intervenors.

Concentric's team-based approach provides our clients with access to the full cost of capital team for the purposes of analytical support as well as the review and collaboration of a team of almost 20 professionals with knowledge and experience in this subject area. The breadth of our team provides the flexibility to handle multiple projects that are ongoing simultaneously across the cost of capital practice. This provides our clients the assurance that Concentric can meet the rapid response time that is often required after the filing of direct testimony. While there are significant benefits to the flexibility of a deep project team, under no circumstances would Concentric change our core team agreed to for an assignment.

Concentric maintains a variety of different databases such as regulatory treatment of cost recovery and revenue stability programs that have been implemented throughout the country. These tools enable us to develop our testimonies in the most efficient manner possible and to provide updates to our analyses and recommendations with little lead time. For example, we update our ROE models on a regular basis to reflect the most current growth rates, dividend payments, and Beta coefficients. In addition, we maintain databases that enable us to perform a comparative risk analysis between your Company and the proxy group. In particular, we continually update information with regard to test year conventions, the implementation of revenue decoupling mechanisms, revenue stabilization mechanisms, and other cost recovery mechanisms and riders for potential proxy companies. Further, we have an extensive library of reports from credit rating agencies and equity analysts on the utility and energy industries that are used to understand the perspective of these analysts and the effect of certain issues on the cost of equity.

Concentric's expert witnesses bring a variety of experience to return on equity assignments, including: our current financial market perspective, an understanding of how regulators view ROE and capital structure issues in the context of the entire rate case filing, and the academic perspective that supports the various methods and techniques used to estimate a reasonable ROE.



PROJECT EXPERIENCE

As shown below, Concentric has a long history of working with the Eversource companies. The table below represents current work underway in addition to work we have performed in the past five years. If Eversource wishes, Concentric would be happy to provide a more expansive list of our work.

Client	Year	Service(s) Provided
Connecticut Water Company	2017	Power Procurement Supply Analysis
Connecticut Water Company	2017	Power Procurement, Risk Management Services
Eversource Energy Service Company	2017	Fuel & Supply Plan
United Illuminating	2017	Cost of Capital
Confidential Utility Client	2016	Marginal Cost Study
Confidential Utility Client	2016	Marginal Cost Study, Rate Design
Eversource Energy Service Company	2016	Marginal Distribution Cost Study
Eversource Energy Service Company	2016	Rate Class Consolidation, Cost of Service Study
Liberty Utilities	2016	Rate Design
Public Service of New Hampshire	2016	Appraisal Services
United Illuminating	2016	Lead-lag Study
United Illuminating	2016	Cost of Capital and Return on Equity
Eversource Energy Service Company	2015	Demand Forecast
Eversource Energy Service Company	2015	Sell-side Advisory
Eversource Energy Service Company	2015	Energy Conservation and Demand Response Analysis, Utility of the Future
Unitil Corp	2015	Cost of Capital and Return on Equity, Capital Tracker Mechanisms, Regulatory Policy Support
Unitil Corp	2015	Prudence Testimony and Regulatory Support
Yankee Gas Services Company	2015	Allocated Cost of Service Study, Regulatory Policy Support



Client	Year	Service(s) Provided
Yankee Gas Services Company	2015	Allocated Cost of Service Studies, Regulatory Policy Support
Liberty Utilities	2014	Marginal Cost Studies and Pricing, Revenue and Expense Adjustment Clauses, Rate Design, Capital Tracker Mechanisms
Northeast Utilities	2014	Tax Dispute Litigation
Northeast Utilities	2014	Allocated Cost of Service Studies, Marginal Cost Studies and Pricing
Public Service of New Hampshire	2014	Valuation Services
Public Service of New Hampshire	2014	Valuation Services
Public Service of New Hampshire	2014	Valuation Services
Connecticut Natural Gas	2013	Rate Class Integration/Consolidation, Allocated Cost of Service Studies
Northeast Utilities	2013	Market Assessments and Due Diligence
Northeast Utilities	2013	Tax Dispute Litigation
Northeast Utilities	2013	Demand Forecasts
Northeast Utilities	2013	Resource Planning, Demand Forecasts
Northeast Utilities	2013	Tax Dispute Litigation
Northeast Utilities	2013	Tax Dispute Litigation
Public Service of New Hampshire	2013	Valuation Services
Southern Connecticut Gas	2013	Lead-lag Studies
Unitil Corp	2013	Development and Interpretation of Tariffs and Terms and Conditions, Capital Tracker Mechanisms, Earnings Attrition Analysis
Unitil Corp	2013	Market Assessment, Due Diligence
New Hampshire Electric Cooperative	2012	Risk Management
NSTAR	2012	Market Assessments
Unitil Corp	2012	Risk Management



SECTION 3:

PROPOSED PROJECT TEAM

PROPOSED RESOURCES

Concentric proposes a robust and experienced project team for this engagement. Ann Bulkley will serve as the Responsible Officer, and Julie Lieberman will serve as the Project Manager. They will be supported by two analysts, Jacob Hurwitz and Shane Wang. Short biographical descriptions of the proposed project team are below, and complete resumes indicating the location of each individual are included as Attachment A. We have also included individuals' testimony listings where applicable.

In addition to the resources identified below, the team will have access to Concentric's deep bench of regulatory experts.

Ann E. Bulkley, Senior Vice President, has two decades of management and economic consulting experience in the energy industry. Ms. Bulkley has extensive state and federal regulatory experience on both electric and natural gas issues including rate of return, cost of equity and capital structure issues. Ms. Bulkley has worked on acquisition teams with investors seeking to acquire utility assets, providing valuation services including an understanding of regulation, market expected returns, and the assessment of utility risk factors. Ms. Bulkley has assisted clients with valuations of public utility and industrial properties for ratemaking, purchase and sale considerations, ad valorem tax assessments, and accounting and financial purposes. Ms. Bulkley was instrumental in developing the firm's cost of capital practice including developing the analytical foundation, providing strategic advice to clients and providing expert testimony. In addition, Ms. Bulkley has experience in the areas of contract and business unit valuation, strategic alliances, market restructuring and regulatory and litigation support. Prior to joining Concentric, Ms. Bulkley held senior expertise-based consulting positions at several firms, including Reed Consulting Group and Navigant Consulting, Inc. where she specialized in valuation. Ms. Bulkley holds an M.A. in economics from Boston University and a B.A. in economics and finance from Simmons College. Ms. Bulkley is a Certified General Appraiser licensed in the Commonwealth of Massachusetts and the State of Michigan.

Julie Lieberman, Senior Project Manager, is a financial and economic consultant with over 25 years of experience in the energy industry. Her broad base of experience includes: financial and economic consulting in the energy sector, risk management, asset valuation and modeling, wholesale and retail energy trading and operations, energy procurement and scheduling, hedging strategies, regulatory policy and compliance, utility ratemaking, due diligence and litigation support and analysis. She has performed a variety of economic analyses, extensive regulatory research and assisted in the preparation of testimony and research reports in both regulatory and non-regulatory proceedings. Ms. Lieberman has performed focused regulatory research on Dodd-Frank legislation and its implications for the energy sector, with a particular concentration on the regulated end-user



segment. Ms. Lieberman is proficient in Microsoft Office applications, Crystal Ball, and SPSS and has used option modeling, Monte Carlo simulations, and VAR analysis in a variety of risk applications. Prior to joining Concentric, Ms. Lieberman served in the financial and risk related fields in the unregulated energy trading and marketing sector. She holds a Masters in Finance from Boston College, a B.S. in Accounting from Indiana University, is a licensed CPA (Texas), and is a FINRA licensed securities professional (Series 7, 63, and 79).

Jacob Hurwitz, Analyst, joined Concentric in 2016. Mr. Hurwitz has experience providing analytical and research support on various regulatory and litigation projects that often involve expert witness testimony. His project experience includes rate of return, rate consolidation and design, utility performance benchmarking, alternative regulation plan design, and developing revenue requirements. Mr. Hurwitz's strong financial modeling, quantitative analysis, and regulatory research skills have contributed to numerous analyses using various statistical and econometric approaches for model building. He graduated with honors from Wake Forest University with a B.S. in mathematical economics and a B.A. in political science.

Shane Wang, Analyst, joined Concentric in 2016. Mr. Wang has contributed to projects involving expert testimony preparation, cost of capital, rate design, and utility performance benchmarking. He specializes in financial modeling, statistical analysis, and regulatory research pertaining to electric and gas utilities. Mr. Wang holds a B.A. in Mathematics and Computer Science from Boston University where he graduated Summa Cum Laude.



SECTION 4:

TECHNICAL APPROACH

The following summarizes our understanding of the Scope of Work for testimony to be filed on behalf of Yankee Gas before the Public Utility Regulation Authority ("PURA") and on behalf of Public Service of New Hampshire ("PSNH") before the New Hampshire Public Utilities Commission ("NHPUC").

1. Preparation of Direct Testimony

Prior to the preparation of direct testimony, Concentric will review the Company's prior rate determinations in each jurisdiction as well as the most recent authorizations for other companies to ensure that the testimony is consistent with or responsive to the most recent determinations of the PURA and NHPUC. Concentric provide for the Company's review and to facilitate discussion on the strategy of the case, preliminary cost of equity results based on market conditions using multiple analytical approaches, including constant growth and multi-stage DCF models, the CAPM and other risk premium methodologies. Based on the preliminary analysis discussed previously, Concentric will prepare the cost of equity study and supporting schedules in accordance with Commission precedent (as noted in the response template) as well as any strategic alternatives to the Commission's methodology. The testimony will provide Concentric's opinion as to the appropriate cost of equity for each company based on the analytical results and other risk factors that are specific to Yankee Gas and PSNH. The testimony will be structured with the intention to change the dialogue between the Commission, the Office of Consumer Counsel and the Company by addressing certain concerns and methodologies that have been consistently raised in prior cases.

Concentric's Cost of Capital Team has developed testimony for decades, which provides a level of expertise that carries through the entire rate case process. Our direct testimony is prepared taking into consideration the possible data requests and intervenor response to the direct testimony. As such, care is taken to address issues directly and to prepare sufficient support for all points raised in direct testimony.

2. Prepare responses to data requests

Concentric's project team routinely compiles all cited materials and work papers while preparing the direct testimony. As such, our team can respond to requests for additional information that pertain to the filing in a timely and efficient manner. In addition, through the preparation of cost of capital testimony over many decades, our team has responded to numerous theoretical questions posed through the data request process. This experience allows our team to anticipate the questions that will be posed, addressing some in the preparation of our direct case and others through thoughtful and supported responses to data requests. Finally, our team is experienced in both regulatory jurisdictions. As such, we are familiar with the processes and the types of discovery requests issued by intervenors and staff in both jurisdictions.



3. Prepare Rebuttal Testimony

The Concentric Cost of Capital Team is familiar with the intervening witnesses that typically participate in PURA proceedings and NHPUC proceedings and has prepared responsive rebuttal testimony addressing many of the methodologies proposed by these witnesses. This experience also informs the development of our direct testimony and provides us the ability to respond to intervenors and their experts efficiently and effectively.

4. Testify at hearings

Concentric's experts have strong foundations in financial theory and utility finance and have experience defending our positions in a hearing. Concentric's analysis and work papers are always well documented, audited and supported, which provides our clients the assurance that while our opinions regarding methodologies might be the subject of cross-examination, the quality of our analysis will not be reasonably challenged at hearing.

The Concentric Cost of Capital Team is best viewed as an extension of the Company's rate case negotiating team and will be prepared to provide the support required by the Company on an ongoing basis. Our ROE models are updated on a consistent basis, which provides access to current market information throughout the negotiating process. Our team-based approach provides access to ongoing daily support from all team members, providing our clients with the most efficient access to the information that is necessary in negotiations.

TIMING AND DELIVERABLES

Concentric will begin the development of its cost of capital analysis as soon as the RFP is awarded and will provide deliverables in accordance with the schedules established by the Company. Those schedules are summarized below. Because of the team-based approach that Concentric relies on in the development of testimony, we are flexible with all timing and dates and commits to meeting the schedule established by the rate case team.



Proceeding Schedule	Public Service of New Hampshire	Yankee Gas
Direct Testimony Outline	Not specified	January 1, 2018
Direct Testimony First Draft	March 16, 2018	January 15, 2018
Direct Testimony Final Draft	April 10, 2018	January 31, 2018
Data Requests	n/a	Late April to early June 2018
Rebuttal testimony	Not Specified	Not Specified
Hearings	n/a	Mid-June to mid-July
Proceeding schedule	Mid-May-Mid November 2018	

The primary deliverables for the project will include the direct, pre-filed cost of capital testimony, responses to data requests related to the cost of capital testimony, and any rebuttal testimony that may be needed related to cost of capital. Concentric will provide drafts of all the testimonies, results of ROE models on a schedule indicated by the Company. Finally, Concentric's witness will provide expert testimony at hearing.

PRICING

Table 1 below summarizes the estimated budget by task. This budget is based on discounted hourly rates presented in Attachment B. While the time required for many of the tasks is reasonable to estimate, other tasks are highly variable. For the more variable tasks, including discovery responses, rebuttal testimony, late-filed request responses and briefing support Concentric has estimated the number of hours and expected budget. Beyond that estimated number of hours, Concentric would propose to provide additional services on a time and materials basis in accordance with the discounted fee schedule provided in Attachment B.



Table 1- Summary of Proposed Fees – Yankee Gas Case

Phase of Proceeding	Budget
1. Prepare Pre-Filed Direct Testimony (Fixed)	\$41,231
2. Respond to Discovery Requests	\$10,923
3. Develop Rebuttal Testimony	\$32,194
4. Assist in the Interrogation of Testimony	\$5,321
5. Preparation for and Testify at Hearings	\$12,374
6. Respond to In-Hearing Record Requests	\$3,978
7. Assist in the Preparation of Brief	\$3,664
8. Other Direct Costs	\$500
Total	\$110,184

Table 2- Summary of Proposed Fees – PSNH Case

Phase of Proceeding	Budget
1. Prepare Pre-Filed Direct Testimony (Fixed)	\$41,231
2. Respond to Discovery Requests	\$6,375
3. Develop Rebuttal Testimony	\$32,194
4. Preparation for and Testify at Hearings	\$12,374
5. Respond to In-Hearing Record Requests	\$3,978
6. Assist in the Preparation of Brief	\$3,664
7. Other Direct Costs	\$500
Total	\$100,316



SECTION 5:

DATA REQUIRED FROM EVERSOURCE

The majority of the information used in the preparation of testimony and analysis to support the recommended return on equity is supplied by and prepared by Concentric. The following are a few data requirements for analyses that require Company-specific information:

1. The actual capital structure as of the test year and proposed capital structure, to the extent that there is a difference.
2. Current projections of capital expenditures for a 3-5-year period.
3. Year-end 2016 rate base.
4. Please provide a summary of all tracking mechanisms or rate stabilization mechanisms that are currently implemented and a summary of any new mechanisms that are being proposed in the rate proceeding.
5. Please provide the Company's historical actual earned equity return over the past five years.
6. Moody's or FitchRatings reports for either operating subsidiary.



SECTION 6:

RELEVANT RATE CASES & RECENT TESTIMONY

Please see below for testimony listings from the last three years for Ms. Bulkley and Ms. Lieberman. For their complete testimony listings, please see Attachment A. We have also included a sample of recent testimony prepared for United Illuminating as Attachment B.

ANN BULKLEY

SPONSOR	DATE	CASE/APPLICANT	DOCKET /CASE NO.	SUBJECT
Arizona Corporation Commission				
Tucson Electric Power Company	11/15	Tucson Electric Power Company	Docket No. E-01933A-15-0322	Return on Equity
UNS Electric	05/15	UNS Electric	Docket No. E-04204A-15-0142	Return on Equity
Colorado Public Utilities Commission				
Atmos Energy Corporation	04/14	Atmos Energy Corporation	Docket No. 14AL-0300G	Return on Equity
Atmos Energy Corporation	05/15	Atmos Energy Corporation	Docket No. 15AL-0299G	Return on Equity
Connecticut Public Utilities Regulatory Authority				
The United Illuminating Company	07/16	The United Illuminating Company	Docket No. 16-06-04	Return on Equity
The Southern Connecticut Gas Company	06/17	The Southern Connecticut Gas Company	Docket No. 17-05-42	Return on Equity
Federal Energy Regulatory Commission				
Tallgrass Interstate Gas Transmission	10/15	Tallgrass Interstate Gas Transmission	RP16-137	Return on Equity



SPONSOR	DATE	CASE/APPLICANT	DOCKET /CASE NO.	SUBJECT
Kansas Corporation Commission				
Atmos Energy Corporation	08/15	Atmos Energy Corporation	Docket No. 16-ATMG-079-RTS	Return on Equity
Minnesota Public Utilities Commission				
Minnesota Energy Resources Corporation	10/17	Minnesota Energy Resources Corporation	Docket No. G011/GR-17-563	Return on Equity
Missouri Public Service Commission				
Missouri American Water Company	06/17	Missouri American Water Company	Case No. WR-17-2085 Case No. SR-17-2086	Return on Equity
New Mexico Public Regulation Commission				
Southwestern Public Service Company	06/15	Southwestern Public Service Company	Case No. 15-001398-UT	Return on Equity
Southwestern Public Service Company	10/15	Southwestern Public Service Company	Case No. 15-00296-UT	Return on Equity
Southwestern Public Service Company	12/16	Southwestern Public Service Company	Case No. 16-00269-UT	Return on Equity
Southwestern Public Service Company	10/17	Southwestern Public Service Company	Case No. 17-00255-UT	Return on Equity
New York State Department of Public Service				
New York State Electric and Gas Company	05/15	New York State Electric and Gas Company	Case No. 15-G-0284	Return on Equity
Corning Natural Gas Corporation	06/16	Corning Natural Gas Corporation	Case No. 16-G-0369	Return on Equity
KeySpan Energy Delivery	01/16	KeySpan Energy Delivery	Case No. 15-G-0059	Return on Equity



SPONSOR	DATE	CASE/APPLICANT	DOCKET /CASE NO.	SUBJECT
National Fuel Gas Company	04/16	National Fuel Gas Company	Case No. 16-G-0257	Return on Equity
Niagara Mohawk Power Corporation	04/17	National Grid USA	Case No. C-17-E-0238	Return on Equity
Central Hudson Gas and Electric Corporation	07/17	Central Hudson Gas and Electric Corporation	Gas 17-G-0460 Electric 17-E-0459	Return on Equity
Public Utility Commission of Pennsylvania				
American Water Works Company Inc.	04/17	Pennsylvania-American Water Company	Docket No. R-2017-2595853	Return on Equity
Public Utility Commission of Texas				
Southwestern Public Service Company	01/14	Southwestern Public Service Company	Docket No. 42004	Return on Equity
South Dakota Public Utilities Commission				
Northern States Power Company	06/14	Northern States Power Company	Docket No. EL14-058	Return on Equity



SECTION 7:

CONFLICT OF INTEREST

Concentric is not aware of any actual or potential conflicts of interest resulting in the execution of this project.



ATTACHMENT A:
PROJECT TEAM

Ann E. Bulkley
Senior Vice President
Marlborough, MA

Ms. Bulkley has more than two decades of management and economic consulting experience in the energy industry. Ms. Bulkley has extensive state and federal regulatory experience on both electric and natural gas issues including rate of return, cost of equity and capital structure issues. Ms. Bulkley has advised clients seeking to acquire utility assets, providing valuation services including an understanding of regulation, market expected returns, and the assessment of utility risk factors. Ms. Bulkley has assisted clients with valuations of public utility and industrial properties for ratemaking, purchase and sale considerations, ad valorem tax assessments, and accounting and financial purposes. In addition, Ms. Bulkley has experience in the areas of contract and business unit valuation, strategic alliances, market restructuring and regulatory and litigation support.

REPRESENTATIVE PROJECT EXPERIENCE

Regulatory Analysis and Ratemaking

Ms. Bulkley has provided a range of advisory services relating to regulatory policy analysis and many aspects of utility ratemaking. Specific services have included: cost of capital and return on equity testimony, cost of service and rate design analysis and testimony, development of ratemaking strategies; development of merchant function exit strategies; analysis and program development to address residual energy supply and/or provider of last resort obligations; stranded costs assessment and recovery; performance-based ratemaking analysis and design; and many aspects of traditional utility ratemaking (e.g., rate design, rate base valuation).

Cost of Capital

Ms. Bulkley has provided expert testimony on the cost of capital testimony before several state regulatory commissions. In addition, Ms. Bulkley has prepared and provided supporting analysis for at least forty Federal and State regulatory proceedings over the past seven years. Ms. Bulkley's expert testimony experience includes:

- United Illuminating: Before the Connecticut Public Utilities Regulatory Authority, provided expert testimony on the Company's cost of capital and capital structure.
- Northern States Power Company: Before the North Dakota Public Service Commission, provided expert testimony on the cost of capital for the company's North Dakota electric utility operations.
- WE Energies: Before the Michigan Public Service Commission, provided expert testimony in support of the company's cost of capital for its electric utility operations.



- Atmos Energy: Provided expert testimony in support of the company's return on equity and capital structure before the Public Utilities Commission for the State of Colorado.
- UNS Electric: Provided expert testimony in support of the company's return on equity and capital structure before the Arizona Corporation Commission.
- Portland Natural Gas Transmission: Provided testimony strategy as well as analytical support for cost of capital testimony before the Federal Energy Regulatory Commission.
- In addition to the specific cases listed above, Ms. Bulkley has provided testimony strategy as well as analytical support on cost of capital in several cases in the following states: Arizona, Colorado, Connecticut, Massachusetts, Minnesota, Missouri, New Jersey, New Mexico, New York, North Carolina, Pennsylvania, South Carolina, South Dakota, Virginia, and Utah.

Valuation

Ms. Bulkley has provided valuation services to utility clients, unregulated generators and private equity clients for a variety of purposes including ratemaking, fair value, ad valorem tax, litigation and damages, and acquisition. Ms. Bulkley's appraisal practices are consistent with the national standards established by the Uniform Standards of Professional Appraisal Practice. In addition, Ms. Bulkley has relied on other simulation based valuation methodologies.

Representative projects/clients have included:

- Northern Indiana Fuel and Light: Provided expert testimony regarding the fair value of the company's natural gas distribution system assets. Valuation relied on cost approach.
- Kokomo Gas: Provided expert testimony regarding the fair value of the company's natural gas distribution system assets. Valuation relied on cost approach.
- Prepared fair value rate base analyses for Northern Indiana Public Service Company for several electric rate proceedings. Valuation approaches used in this project included income, cost and comparable sales approaches.
- Confidential Utility Client: Prepared valuation of fossil and nuclear generation assets for financing purposes for regulated utility client.
- Prepared a valuation of a portfolio of generation assets for a large energy utility to be used for strategic planning purposes. Valuation approach included an income approach, a real options analysis and a risk analysis.
- Assisted clients in the restructuring of NUG contracts through the valuation of the underlying assets. Performed analysis to determine the option value of a plant in a competitively priced electricity market following the settlement of the NUG contract.
- Prepared market valuations of several purchase power contracts for large electric utilities in the sale of purchase power contracts. Assignment included an assessment of the regional power market, analysis of the underlying purchase power contracts, a traditional discounted cash flow valuation approach, as well as a risk analysis. Analyzed bids from potential acquirers using income and risk analysis approached. Prepared an assessment of the credit issues and value at risk for the selling utility.



- Prepared appraisal of a portfolio of generating facilities for a large electric utility to be used for financing purposes.
- Prepared an appraisal of a fleet of fossil generating assets for a large electric utility to establish the value of assets transferred from utility property.
- Conducted due diligence on an electric transmission and distribution system as part of a buy-side due diligence team.
- Provided analytical support for and prepared appraisal reports of generation assets to be used in ad valorem tax disputes.
- Provided analytical support and prepared testimony regarding the valuation of electric distribution system assets in five communities in a condemnation proceeding.
- Valued purchase power agreements in the transfer of assets to a deregulated electric market.

Ratemaking

Ms. Bulkley has assisted several clients with analysis to support investor-owned and municipal utility clients in the preparation of rate cases. Sample engagements include:

- Assisted several investor-owned and municipal clients on cost allocation and rate design issues including the development of expert testimony supporting recommended rate alternatives.
- Worked with Canadian regulatory staff to establish filing requirements for a rate review of a newly regulated electric utility. Analyzed and evaluated rate application. Attended hearings and conducted investigation of rate application for regulatory staff. Prepared, supported and defended recommendations for revenue requirements and rates for the company. Developed rates for gas utility for transportation program and ancillary services.

Strategic and Financial Advisory Services

Ms. Bulkley has assisted several clients across North America with analytically based strategic planning, due diligence and financial advisory services.

Representative projects include:

- Preparation of feasibility studies for bond issuances for municipal and district steam clients.
- Assisted in the development of a generation strategy for an electric utility. Analyzed various NERC regions to identify potential market entry points. Evaluated potential competitors and alliance partners. Assisted in the development of gas and electric price forecasts. Developed a framework for the implementation of a risk management program.
- Assisted clients in identifying potential joint venture opportunities and alliance partners. Contacted interviewed, and evaluated potential alliance candidates based on company-established criteria for several LDCs and marketing companies. Worked with several LDCs and unregulated marketing companies to establish alliances to enter into the retail energy market. Prepared testimony in support of several merger cases and participated in the regulatory process to obtain approval for these mergers.



- Assisted clients in several buy-side due diligence efforts, providing regulatory insight and developing valuation recommendations for acquisitions of both electric and gas properties.

PROFESSIONAL HISTORY

Concentric Energy Advisors, Inc. (2002 – Present)

Senior Vice President

Vice President

Assistant Vice President

Project Manager

Navigant Consulting, Inc. (1995 – 2002)

Project Manager

Cahners Publishing Company (1995)

Economist

EDUCATION

M.A., Economics, Boston University, 1995

B.A., Economics and Finance, Simmons College, 1991

Certified General Appraiser licensed in the Commonwealth of Massachusetts, the State of New Hampshire and the State of Michigan.



SPONSOR	DATE	CASE/APPLICANT	DOCKET /CASE No.	SUBJECT
Arizona Corporation Commission				
Tucson Electric Power Company	11/15	Tucson Electric Power Company	Docket No. E-01933A-15-0322	Return on Equity
UNS Electric	12/12	UNS Electric	Docket No. E-04204A-12-0504	Return on Equity
UNS Electric	05/15	UNS Electric	Docket No. E-04204A-15-0142	Return on Equity
Arkansas Public Service Commission				
Arkansas Oklahoma Gas Corporation	10/13	Arkansas Oklahoma Gas Corporation	Docket No. 13-078-U	Return on Equity
Colorado Public Utilities Commission				
Atmos Energy Corporation	05/13	Atmos Energy Corporation	Docket No. 13AL-0496G	Return on Equity
Atmos Energy Corporation	04/14	Atmos Energy Corporation	Docket No. 14AL-0300G	Return on Equity
Atmos Energy Corporation	05/15	Atmos Energy Corporation	Docket No. 15AL-0299G	Return on Equity
Commonwealth of Massachusetts Appellate Tax Board				
FirstLight Hydro Generating Company	06/17	FirstLight Hydro Generating Company	Docket No. F-325471 Docket No. F-325472 Docket No. F-325473 Docket No. F-325474	Valuation of Electric Generation Assets
Connecticut Public Utilities Regulatory Authority				
The United Illuminating Company	07/16	The United Illuminating Company	Docket No. 16-06-04	Return on Equity
The Southern Connecticut Gas Company	06/17	The Southern Connecticut Gas Company	Docket No. 17-05-42	Return on Equity



SPONSOR	DATE	CASE/APPLICANT	DOCKET /CASE NO.	SUBJECT
Federal Energy Regulatory Commission				
Tallgrass Interstate Gas Transmission	10/15	Tallgrass Interstate Gas Transmission	RP16-137	Return on Equity
Indiana Utility Regulatory Commission				
Indianapolis Power and Light Company	09/15	Indianapolis Power and Light Company	Cause No. 44576 Cause No. 44602	Fair Value
Indianapolis Power and Light Company	12/16	Indianapolis Power and Light Company	Cause No.44893	Fair Value
Kokomo Gas and Fuel Company	09/10	Kokomo Gas and Fuel Company	Cause No. 43942	Fair Value
Northern Indiana Fuel and Light Company, Inc.	09/10	Northern Indiana Fuel and Light Company, Inc.	Cause No. 43943	Fair Value
Northern Indiana Public Service Company	10/15	Northern Indiana Public Service Company	Cause No. 44688	Fair Value
Northern Indiana Public Service Company	09/17	Northern Indiana Public Service Company	Cause No. 44988	Fair Value
Kansas Corporation Commission				
Atmos Energy Corporation	08/15	Atmos Energy Corporation	Docket No. 16-ATMG-079-RTS	Return on Equity
Massachusetts Department of Public Utilities				
Unitil Corporation	01/04	Fitchburg Gas and Electric	DTE 03-52	Integrated Resource Plan; Gas Demand Forecast
Michigan Public Service Commission				
Wisconsin Electric Power Company	12/11	Wisconsin Electric Power Company	Case No. U-16830	Return on Equity



SPONSOR	DATE	CASE/APPLICANT	DOCKET /CASE No.	SUBJECT
Michigan Tax Tribunal				
Covert Township	07/14	New Covert Generating Co., LLC.	Docket No. 399578	Valuation of Electric Generation Assets
Minnesota Public Utilities Commission				
Minnesota Energy Resources Corporation	10/17	Minnesota Energy Resources Corporation	Docket No. G011/GR-17-563	Return on Equity
Missouri Public Service Commission				
Missouri American Water Company	06/17	Missouri American Water Company	Case No. WR-17-2085 Case No. SR-17-2086	Return on Equity
New Mexico Public Regulation Commission				
Southwestern Public Service Company	06/15	Southwestern Public Service Company	Case No. 15-001398-UT	Return on Equity
Southwestern Public Service Company	10/15	Southwestern Public Service Company	Case No. 15-00296-UT	Return on Equity
Southwestern Public Service Company	12/16	Southwestern Public Service Company	Case No. 16-00269-UT	Return on Equity
Southwestern Public Service Company	10/17	Southwestern Public Service Company	Case No. 17-00255-UT	Return on Equity
New York State Department of Public Service				
New York State Electric and Gas Company	05/15	New York State Electric and Gas Company	Case No. 15-G-0284	Return on Equity
Corning Natural Gas Corporation	06/16	Corning Natural Gas Corporation	Case No. 16-G-0369	Return on Equity
KeySpan Energy Delivery	01/16	KeySpan Energy Delivery	Case No. 15-G-0059	Return on Equity
National Fuel Gas Company	04/16	National Fuel Gas Company	Case No. 16-G-0257	Return on Equity



SPONSOR	DATE	CASE/APPLICANT	DOCKET /CASE No.	SUBJECT
Niagara Mohawk Power Corporation	04/17	National Grid USA	Case No. C-17-E-0238	Return on Equity
Central Hudson Gas and Electric Corporation	07/17	Central Hudson Gas and Electric Corporation	Gas 17-G-0460 Electric 17-E-0459	Return on Equity
North Dakota Public Service Commission				
Northern States Power Company	12/10	Northern States Power Company	C-PU-10-657	Return on Equity
Northern States Power Company	12/12	Northern States Power Company	C-PU-12-813	Return on Equity
Oklahoma Corporation Commission				
Arkansas Oklahoma Gas Corporation	01/13	Arkansas Oklahoma Gas Corporation	Cause No. PUD 201200236	Return on Equity
Public Utility Commission of Pennsylvania				
American Water Works Company Inc.	04/17	Pennsylvania-American Water Company	Docket No. R-2017-2595853	Return on Equity
Public Utility Commission of Texas				
Southwestern Public Service Company	01/14	Southwestern Public Service Company	Docket No. 42004	Return on Equity
South Dakota Public Utilities Commission				
Northern States Power Company	06/14	Northern States Power Company	Docket No. EL14-058	Return on Equity



Julie Lieberman
Senior Project Manager
Marlborough, MA

Ms. Lieberman is a financial and economic consultant with over 25 years of experience in the energy industry. Her broad base of experience includes: financial and economic consulting in the energy sector, utility ratemaking, regulatory policy and compliance, due diligence and litigation support and analysis, risk management, asset valuation and modeling, wholesale and retail energy trading and operations, energy procurement and scheduling, and utility hedging strategies. She has performed a variety of economic analyses, extensive regulatory research and assisted in the preparation of testimony and research reports in both regulatory and non-regulatory proceedings. Ms. Lieberman has performed focused regulatory research on issues pertaining to cost of capital, consolidated tax savings adjustments, risk-mitigating rate mechanisms, and Dodd Frank legislation and its implications for the end-use energy sector. Ms. Lieberman is proficient in Microsoft Office applications, Crystal Ball, and SPSS. Prior to joining Concentric, Ms. Lieberman served in the financial and risk related fields in the unregulated energy trading and marketing sector. She holds a Masters in Finance from Boston College, a B.S. in Accounting from Indiana University, is a licensed CPA (Texas), and is a FINRA licensed securities professional (Series 7, 63, and 79).

REPRESENTATIVE PROJECT EXPERIENCE

Ratemaking and Utility Regulation

Ms. Lieberman has assisted in the development of expert testimonies and analyses in a number of utility regulatory proceedings before state and provincial regulatory commissions, and the FERC in the areas of: cost of capital, regulatory assets and deferral accounts, utility asset dispositions, consolidated tax savings, alternative regulation, prudence and regulatory policy. Ms. Lieberman has conducted in depth studies on disparities between rates of return in the U.S. and Canada for Canadian regulators and their constituents; and has assisted in developing a recommended framework for establishing rates of return in Canada. Ms. Lieberman has performed extensive analyses of specific business risks as they relate to cost of capital, including risk mitigation measures embedded in utility rates; and has conducted in-depth research and analyses of jurisdictional regulatory environments and applicable precedents as they relate to cost of service and utility rate making.

Representative engagements have included:

- Assisted in the development of testimony to address stakeholders' request for rate relief for recovery of perceived overearnings by the utility. Our testimony focused pm fundamental regulatory principles such as: the prohibition against retroactive ratemaking, the requirement to set rates prospectively, single issue ratemaking and the implied incentives in cost of service ratemaking. (2014)



- Assisted the Alberta Utilities in developing testimony on regulatory policy and financial matters relating to the Alberta Utilities Commission's Asset Disposition Proceeding. (2013-2014)
- Performed a detailed inclining block rate study which included a detailed estimation of the conservation impact of inclining block rates versus existing seasonal rates for SPS New Mexico. (2012)
- Provided in-depth research and drafted testimony on FERC policy towards rate of return for new transmission investment for the owners of a newly-constructed regulated transmission line. (2011, 2007)
- Performed research and analyses and assisted in development of testimony on jurisdictional treatment of consolidated tax savings in Texas for CenterPoint Houston. (2010)
- Assisted Climate Change Central of Alberta with extensive research regarding pertinent Alberta legislation and DSM funding mechanisms in other jurisdictions that may support rate-base funding for DSM and renewable programs in the Province, and documented findings in a Report. (2010)
- Provided written comments and analyses on behalf of Enbridge and participated in an expert panel before the OEB in the Board's consultative process to determine whether its cost of capital formula was generating reasonable returns in the context of the prevalent economic downturn. (2009)
- Assisted in the development of written testimony and analyses for Oncor regarding the return of and on capital, consolidated tax savings adjustments, merger effects, and changing business environments. (2008)
- Assisted with the preparation of comments on behalf of a consortium of Massachusetts electric and gas utilities in response to MA DPU inquiry on a generic decoupling measure. (2008)
- Performed regulatory policy research for Southwestern Public Service Co. on the precedent for consolidated tax savings adjustments in the U.S. and its implications on regulatory principles for determining fairness and utility cost of service. (2007)
- Assisted in the development of an automatic adjustment formula for Green Mountain Power's return on equity to be used in its Alternative Regulation Rate Plan. (2006)
- Performed extensive research and assisted in the development of testimony related to the prudence of OG&E's acquisition of the McClain generating facility and developed an accompanying white paper on competitive bidding practices in the U.S. (2005)

Risk Management

Ms. Lieberman has performed extensive research on emerging regulatory policy and legislation impacting the energy sector, specifically Dodd-Frank and the emergence of carbon markets in the U.S. In her regulatory and ratemaking assignments, she has advised clients on the mechanics of risk-



mitigating rate mechanisms pertaining to decoupling and cost recovery. Ms. Lieberman has been engaged to assess the adequacy of system processes and controls from a risk perspective and has conducted a variety of analyses that include an assessment and quantification of risk. Ms. Lieberman served in the risk management and commodity procurement areas in the unregulated natural gas energy trading and marketing sector. In addition, while with Ernst & Young in Houston, Ms. Lieberman specialized in the audit of wholesale energy trading entities, marking trading books to market, and performing detailed internal control assessments for a number of large energy exploration, production, trading, and marketing concerns.

Representative engagements have included:

- Assisted in an evaluation of a utility hedging program relative to best practices for a Canadian distribution utility and assisted in developing recommendations for enhancements to the program. (2013)
- Assisted in an assessment of enterprise risk for a New England electric cooperative. (2013)
- Assisted a confidential utility client in supporting a regulatory challenge to their hedging activity by commission staff (DOC, Minnesota). The staff asked the Company to explain how they approached hedging with particular focus on the role of implied volatility in making hedging determinations. (2011)
- Assessed the likely dispatch and overall spark spread opportunity of a proposed generation facility in Connecticut; developed a solicitation for a power off-take agreement for a 10-15-year term and performed a quantitative evaluation of bid responses. (2008)
- Developed a model and rigorous analyses to assess the value of the optional take provisions of certain power purchase agreements and their associated swap contract hedges in support of expert testimony on the issues of damages in connection with a failed transaction for the sale of a portfolio of power contracts. (2005)
- Assisted in the modeling and valuation of a portfolio of power purchase agreements held by National Grid, using independent Monte Carlo simulation models and forecast assumptions for a range of variables and scenarios. (2004)
- Assisted in the development of a model to estimate gas market price effects and damages attributable to the trading activity of a market participant suspected of gas market manipulation in the Western energy markets in the period from 2000-2001. (2004)

Litigation Support

Supported development of expert testimony in various energy related arbitrations. Issues addressed include, standards of conduct, and energy economics. Services provided also included, economic modeling, collaborating with counsel, business and technical staff to develop litigation strategies, preparing and reviewing discovery and briefing materials, and assisting in the preparation of written testimony.



- Performed research and analyses around the valuation impact of "Round Trip Trades" on a trading entity's IPO price in connection with a shareholder initiated litigation. Research involved extensive fact discovery in the proceeding, prevalence of wash trading in the industry, and exploration of prevailing valuation methodologies used by investment banks connected with the IPO. (2005)
- Performed extensive fact discovery, research and analyses in support of Shearman & Sterling/Merrill Lynch in a litigation against Allegheny Energy Supply, which led to the development of expert testimony on behalf of Merrill Lynch, relating to liability and damages for due diligence disclosures. (2004-2005)

Management and Operations Consulting

Ms. Lieberman possesses direct financial and operational experience in the natural gas and energy trading industries enabling the delivery of significant value to clients. Ms. Lieberman has conducted detailed internal control reviews for a variety of clients primarily in the energy production, marketing, distribution and mining sectors, focusing on understanding business processes and value drivers to help clients obtain objectives.

Representative engagements have included:

- Performed an assessment of a large gas LDC's gas operating system to identify where control deficiencies were present and provided recommendations to address deficiencies. (2010-2011)
- Directed a review of the accounting, risk, and reporting processes associated with a gas distribution utility's unregulated natural gas transactions; identified weaknesses and proposed solutions. (2008)

Transaction Related Financial Advisory Services

Ms. Lieberman has assisted several clients across North America with analytically based strategic planning, due diligence and financial advisory services.

Representative engagements have included:

- Performed regulatory due diligence for the potential acquisition of a Louisiana electric utility focusing primarily on the treatment of regulatory assets and rate riders for financial modeling purposes. (2014)
- Performed regulatory due diligence in helping our client understand the regulatory environment of its large North American transmission target and the regulatory challenges it faced. (2014)
- Assisted in the development of a valuation of desalination facilities in California for corporate accounting purposes. (2008)
- Validated valuation models for a portfolio of power purchase agreements against fuel supply and transportation contracts and steam sales agreements to assist in due diligence in an acquisition of generating projects. (2007 – 2008)



- Assisted in auction for the sale of the Palisades nuclear power plant and also the Masspower gas plant. (2005-2006)

PROFESSIONAL HISTORY

Concentric Energy Advisors, Inc. (2004 – Present)

Senior Project Manager

Project Manager

Senior Consultant

Green Pasture Software, Inc. (2001 – 2004)

Controller

AllEnergy Marketing Co., LLC (1997 – 2001)

Energy Analyst

Global Petroleum Corp. (1992 – 1997)

Director of Transportation Operations

Ernst & Young (1989 – 1992)

Audit Manager

Pennzoil Company (1984 – 1989)

Internal Auditor

EDUCATION AND CERTIFICATIONS

M.S., Finance, Boston College, with Honors, 2003

B.S., Accounting, Indiana University, 1984

Licensed Securities Professional: NASD Series 7, 63, and 79 Licenses

Certified Public Accountant, Houston, TX, 1986

DESIGNATIONS AND PROFESSIONAL AFFILIATIONS

Treasurer, New England Women in Energy and Environment



PUBLICATIONS/PRESENTATIONS

- “Study of Residential Inclining Block Rates – New Mexico Retail Service Area,” (with Ron Amen) Report prepared for: Southwestern Public Service Company, November 30, 2012
- “Hedging Under Scrutiny, Planning ahead in a low-cost gas market.” (with Julie Ryan), Public Utilities Fortnightly, February 2012
- “Rates of Return for New Transmission Build in the US and Canada.” Presentation to the Canadian Electricity Associations Transmission Workshop, February 2009.
- “A Comparative Analysis of Return on Equity of Natural Gas Utilities” (with James Coyne and Dan Dane), prepared for the Ontario Energy Board, June, 2007.

AVAILABLE UPON REQUEST

Extensive client and project listings, and specific references.



SPONSOR	DATE	CASE/APPLICANT	DOCKET NO.	SUBJECT
Ontario Energy Board				
Enbridge Gas Distribution and Hydro One Networks and the Coalition of Large Distributors	2009	Enbridge Gas Distribution and Hydro One Networks and the Coalition of Large Distributors	EB-2009-0084	Ontario Energy Board's 2009 Consultative Process on Cost of Capital Review (Gas & Electric)
Enbridge Gas Distribution	2012	Enbridge Gas Distribution	EB-2011-0354	Cost of Capital (Gas Distribution)
Hydro Québec Distribution	2014	Hydro Québec Distribution	R-3905-2014	Deferral and Variance Account Remuneration



Jacob Hurwitz
Analyst
Marlborough, MA

Mr. Hurwitz has experience in model development utilizing statistical, quantitative and econometric approaches. His work often involves energy industry research, including regulation, electric and gas markets, and generation asset valuation for utilities in North America.

REPRESENTATIVE PROJECT EXPERIENCE

Regulatory Support

Mr. Hurwitz has worked on projects related to utility performance benchmarking. Specifically, he has:

- Performed a comparison of average monthly bills by customer class and energy type for regulated utilities in the Northwestern United States.
- Conducted a nation-wide assessment of utility common equity ratios by removing non-investor provided capital to create a uniform ratio formula.

Mr. Hurwitz's work related to cost of capital has included:

- Developing and auditing financial and statistical analyses to be included in return on equity testimonies for investor-owned electric, gas, and water utilities.
- Developing exhibits and work papers to be included as part of a utility's rate case filing.

Mr. Hurwitz has worked on projects related to utility rate design. Specifically, he has:

- Evaluated rate consolidation and design impacts on customer bills for a Northeast gas and electric utility.
- Contributed to the development of a revenue requirement model for a Northeast electric utility.

Mr. Hurwitz has supported various market assessments by performing financial analysis and extensive research. Specifically, he has:

- Reviewed new generation and demand response offers in the New England forward capacity market auction using discounted cash flow models.
- Researched the appropriate size of cash reserves for cooperatives located in the Southeastern United States.
- Analyzed the performance based ratemaking designs of electric utilities throughout the United States and Canada.



PROFESSIONAL HISTORY

Concentric Energy Advisors, Inc. (2016 – Present)

Analyst

EDUCATION

B.S., Mathematical Economics, Wake Forest University, 2016

B.A., Political Science, Wake Forest University, 2016



Shane Wang
Analyst
Marlborough, MA

Shane Wang, Analyst, joined Concentric in 2016. Mr. Wang has contributed to projects involving expert testimony preparation, cost of capital, rate design, and utility performance benchmarking. He specializes in financial modeling, statistical analysis, and regulatory research pertaining to electric and gas utilities. Mr. Wang holds a B.A. in Mathematics and Computer Science from Boston University where he graduated Summa Cum Laude.

REPRESENTATIVE PROJECT EXPERIENCE

Regulatory Support

Mr. Wang has worked on projects related to cost of capital used in expert testimony. Specifically, he has:

- Researched risk premium, credit spread, and yield trend for both broad market and utility sector.
- Developed and audited financial and statistical analyses to be included in return on equity testimonies.
- Developed exhibits and work papers to be included as part of a utility's rate case filing.

Mr. Wang's work related to utility performance benchmarking includes:

- Assisted in evaluation of a major gas company's main prone pipeline replacement program.
- Designed key metrics based on costs and pipeline miles replaced in determining the effectiveness of the program; collected and examined public data proxy group to benchmark client's performance.
- Provided regulatory research for matters related to pipeline replacement regulation and mandates in support of expert testimony

Utility Rate Design

Mr. Wang has worked on projects related to utility rate design by developing statistical model and analyses. Specifically, he has:

- Evaluated rate design impacts on customer bills for a Northeast electric utility.
- Contributed to the development of a revenue requirement model for a Northeast electric utility.



- Developed visual presentation to demonstrate newly consolidated rate classes and bill impacts.

Energy Market Assessment

Mr. Wang has supported various market assessments by performing financial analysis and extensive research. Specifically, he has:

- Reviewed new generation and demand response offers in the New England forward capacity market auction using discounted cash flow models.

PROFESSIONAL HISTORY

Concentric Energy Advisors, Inc. (2016 – Present)

Analyst

EDUCATION

B.A., Mathematics and Computer Science, Boston University, 2016



ATTACHMENT B:

SAMPLE TESTIMONY

On the following pages, please find a sample testimony on Return on Equity and Capital Structure completed by Ms. Bulkley. The Attachment includes direct testimony, rebuttal testimony, and exhibits.

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CONSULTING SERVICES**

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1. DEFINITIONS.

All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement. The terms "include(s)", "included" and "including" are used without limitation.

- 1.1 **ACCEPTANCE:** The Owner's determination that the Consultant has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE."
- 1.2 **AFFILIATE:** Any company or other business entity that (i) controls, (ii) is controlled by or (iii) is under common control with a Party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.3 **AGREEMENT:** The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Owner to Consultant in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. The preprinted terms set forth on the back of each page of Owner's Order shall not bind either Party.
- 1.4 **BUSINESS DAYS:** Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Owner's Site(s) of Agreement performance.
- 1.5 **CONFIDENTIAL INFORMATION:** Confidential and/or proprietary information of a Party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal information, personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information provides to Consultant, including, without limitation, business plans, marketing strategies, bidding activities, commercial, technical and performance information, contracts, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Consultant's Information as Confidential Information shall be limited to non-public financial information and other non-public information that has unique commercial value and was developed independently from the Work.
- 1.6 **CONSULTANT:** The entity issued an Order by Owner.
- 1.7 **CONSULTANT RESOURCES:** Consultant's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons of entities employed by or under the control of Consultant or any Subcontractor.
- 1.8 **CONSULTANT'S REPRESENTATIVE:** The individual identified by Consultant with authority to act on behalf of Consultant in performance of the Agreement.
- 1.9 **DIRECT ACTUAL COSTS:** Reasonable direct expenses actually incurred, supported with

adequate documentation, to perform a task.

- 1.10 **ENVIRONMENTAL LAWS:** Shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.
- 1.11 **RESERVED.**
- 1.12 **EVERSOURCE:** Eversource Energy Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy.
- 1.13 **FINAL ACCEPTANCE:** Owner's written acknowledgement, determined in its sole discretion, that Consultant has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.
- 1.14 **FINAL PAYMENT:** That payment to be made to Consultant by Owner after Final Acceptance.
- 1.15 **HAZARDOUS MATERIALS:** The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant", or "contaminant", or words of similar meaning or regulatory effect.
- 1.16 **INFORMATION:** All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement.
- 1.17 **ORDER:** The document issued by Owner for specific Work, which shall be either: (a) a Purchase Order for any procurements by Eversource; provided however, that the preprinted terms on the back of Owner's Purchase Order(s) shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party; or (b) a Purchase Order or Contract form, for any procurements by any Eversource Affiliate provided however, that the preprinted terms on the back of Owner's Purchase Order or Contract form shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either Party. Any additional or conflicting terms and conditions in Consultant's confirmation thereof, or Consultant's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.
- 1.18 **OWNER:** "Owner" shall mean Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Contract is issued, or the Eversource Affiliate that has ordered the Work. Each Owner shall be solely responsible to Consultant for Work awarded by such Owner. No

Eversource Affiliate that is not the Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to such Work.

- 1.19 **OWNER'S REPRESENTATIVE:** The individual identified by the Owner to be the Owner's primary contact and representative for matters relating to the Work.
- 1.20 **PARTY:** Each of Owner and Consultant
- 1.21 **SERVICES:** A specific service furnished by or on behalf of Consultant under the Agreement and as part of the Work. The Services are specified in the Agreement documents.
- 1.22 **SITE:** The location other than Consultant's facilities at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, or other property not owned by Owner where Work is to be performed.
- 1.23 **SPECIAL TERMS AND CONDITIONS:** The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.
- 1.24 **SPECIFICATIONS:** The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemental or revised from time to time by Owner.
- 1.25 **SUBCONTRACTOR:** Any subcontractor, independent contractor, licensor or supplier, at any tier, who furnishes materials, supplies, facilities and/or Services to Consultant to meet Consultant's obligations to perform Work under the Agreement.
- 1.26 **WORK:** The terms used to describe collectively, all materials, Information and Services as referenced in the Agreement documents, and all related duties, obligations and responsibilities undertaken or required to be undertaken by Consultant under the Agreement.

2. CONSULTANT'S BILLING RATES

Whenever Consultant performs Work on a time and materials basis (including but not limited to Work performed as a change or addition to the scope of Work described in the Agreement) Consultant shall be compensated at the billing rates set forth in the Order. Any adjustments to billing rates that are in compliance with Agreement terms must be provided to Owner for review and approval in the form of a new rate schedule in advance of any invoicing based on such new rates. Owner may reject any invoices which contain billing rates that are inconsistent with Owner's approved rate schedule on file.

3. TERMS OF PAYMENT

- 3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Consultant and Accepted by Owner in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Consultant shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request, Consultant shall provide documentation regarding un-vouchered liabilities including: a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number.
- 3.2 Consultant must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice to Owner within

one hundred eighty (180) days of the completion of the Work being invoiced

- 3.3 Each invoice shall (a) be certified in writing as correct by Consultant's Representative; (b) be itemized (with reasonable detail and supporting documentation for any authorized reimbursable expenses in excess of \$25.00 per receipt) to fully describe each element of cost charged to Owner and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Consultant shall bill in accordance with Owner's billing instructions.
- 3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant and/or Owner in connection with the Work; (c) failure of Consultant to make payments properly to Subcontractors for material, labor or equipment; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Consultant; (g) failure of Consultant to perform any of its obligations under the Agreement; or (h) failure of Consultant to pay any amounts due Owner. Owner shall notify Consultant of the grounds for any withholding, and when the above grounds are removed, or Consultant provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.
- 3.5 To the extent permitted by law, Owner shall have the right to set-off against any sums due Consultant under the Agreement any claims Owner may have against Consultant under the Agreement, or under any other contract between Owner and Consultant, or that Owner may otherwise have against Consultant without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.
- 3.6 Except for Work performed at a fixed price, Consultant shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including but not limited to: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Consultant's principal office or at any other location agreed to by the parties.

3.7 RESERVED

4. **TAXES.**

- 4.1 Taxes on Owner's Purchases from Consultant. Consultant's price(s) and any Billing Rates that apply under the Agreement exclude any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to the Work and Owner's purchase of the Work and any applicable present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes shall be included in invoices and separately identified and itemized. The Owner shall provide any applicable tax exemption certificates to the Consultant upon the Consultant's request.
- 4.2 Taxes on Consultant's Purchases. If Owner informs Consultant that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Consultant shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for Consultant's use in, and/or Equipment supplied for installation as part of the specified "tax

exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Consultant and Consultant's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Consultant's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services, materials and or Equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Consultant's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Consultant that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Consultant should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Consultant will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.

- 4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Consultant for any taxes levied against Consultant's income, property or payroll.

- 4.4 RESERVED.

5. CHANGES AND ADDITIONS.

- 5.1 Either Party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Consultant shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Consultant.
- 5.2 Owner shall have the right to require Consultant to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Consultant Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Consultant's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.
- 5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the Party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the Party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.
- 5.4 Consultant shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Consultant. In all instances, Consultant shall orally notify the Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Consultant shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of

the event or incident giving rise to such claim. Without relieving Consultant of its obligations hereunder, any claims by Consultant for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Consultant provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

6. INFORMATION.

- 6.1 If Consultant is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All Work shall conform to the details shown on Information approved by Owner.
- 6.2 Once Information has been approved by Owner, Consultant shall not make any changes in Information without the prior written approval of Owner.
- 6.3 Consultant shall immediately notify Owner and request additional instruction whenever Owner-provided Information is found to be unclear, incorrect or conflicting. Consultant shall not undertake any Work based upon such Information until such discrepancy has been resolved by Owner.
- 6.4 Preliminary, certified for manufacture, certified for construction and as-built drawings shall be submitted to Owner for approval in the form requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices, and shall be legible such that Owner is able to clearly distinguish all characters and lines.
- 6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Consultant shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Consultant's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.
- 6.6 Consultant shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Consultant.
- 6.7 Consultant shall provide Owner with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or any filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Consultant under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Consultant may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to Owner's Confidential Information.
- 6.8 Consultant shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Consultant shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.

7. ELECTRONIC DELIVERY OF INFORMATION.

Owner and/or Consultant may agree to exchange business data or information electronically using a point-to-point connection or a value added network either directly or through a third party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Owner employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Owner and Consultant have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Consultant agrees to transmit information or documents relating to this Agreement using E-Business, Consultant shall be deemed to have accepted and be bound by the terms of this Agreement.

8. DELAYS.

8.1 Schedule Commitment/Notice of Delay. Time is of the essence with respect to the performance of the Work. Each Party shall give the other prompt written notice of any circumstances that may delay performance of the Work including any Force Majeure (as defined in Section 9.1). Consultant shall notify Owner's Representative of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after the occurrence of such circumstance. Consultant shall record the cause of any resulting delay and the time lost in its reports and in its time sheets and shall submit such reports and time sheets to Owner's Representative.

8.2 Delays in Performance For Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Consultant to delay performance, fabrication or delivery of all or any portion of any Work to be provided under the Agreement. Consultant shall use its best efforts to accommodate such delay. However, if Consultant is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures.

8.2.2 RESERVED.

8.2.3 If Work or any portion thereof is ready for performance, but performance is delayed beyond the scheduled performance by Owner, the parties will use good faith efforts to negotiate a change order to address the Work schedule and any Direct Actual Costs resulting from such delays.

8.2.4 Consultant shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Consultant or any Consultant Resources, Consultant shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including but not limited to placing Consultant Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

8.3 RESERVED.

8.4 RESERVED.

9. FORCE MAJEURE.

9.1 Neither Party shall be liable to the other for loss or damage resulting from any delay or failure of a Party to perform its contractual obligations due to conditions or circumstances which are beyond that

Party's control, including: acts of God; war; acts of a public enemy; riot; civil commotion, sabotage; Federal, state or municipal action, inaction or regulation; strikes or other labor troubles (excluding those involving such Party's employees); fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction in whole or in part of office equipment or manufacturing plant, to the extent such facilities are necessary to proper performance of the Party's obligations under any Agreement and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies; provided however, that such failure or delay is not caused by that Party's failure to satisfy its obligations under the Agreement or could not have been prevented by reasonable precautions taken by the non-performing Party, or could not reasonably be circumvented by the non-performing Party through the use of alternate sources or plans or other means.

9.2 Force majeure shall extend the time for Consultant's performance to the extent such condition directly affects completion of Work. Consultant shall use its best efforts to reschedule its Work to mitigate the effect of such condition and to eliminate such condition as soon as possible. If the Work falls behind schedule due to a Force Majeure, Owner may direct Consultant to accelerate the Work by whatever means Owner may deem necessary, including subcontracting Work or working additional hours or shifts, and Owner shall pay Consultant for the agreed Direct Actual Costs incurred by Consultant in connection with any such directed acceleration.

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Consultant due to any failure of the Consultant to prepare for the Work or due to any commercial impracticability experienced by Consultant, including market changes, increased costs or insufficient money or other resources.

10. INSPECTION.

10.1 RESERVED.

10.2 Consultant shall provide Owner timely notice of the date of all tests affecting the Work and test results and provide Owner timely delivery of intermediate or draft Work, as required. Owner's approval of Work shall in no way reduce or modify Consultant's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Consultant's responsibility for the satisfactory performance of Work.

10.3 Owner shall have the right to inspect the status of all Work at any time. No Acceptance of Work shall be construed to result from such inspections by Owner.

10.4 RESERVED

11. REQUIREMENTS FOR ACCEPTANCE.

Acceptance of Work shall be conditioned upon Consultant submitting to Owner's Representative the following:

11.1 RESERVED.

11.2 properly executed, unconditional waivers or releases of lien from Consultant and all Subcontractors, conditioned upon payment, who provide labor, materials, equipment or supplies for the Work;

11.3 evidence of satisfactory completion of Work;

11.4 all Information required under the Agreement; and

11.5 Return of all property provided by Owner.

12. PARTIAL COMPLETION AND ACCEPTANCE.

If at any time prior to Acceptance as referred to in Article 11 "REQUIREMENTS FOR ACCEPTANCE", any portion of the Work has been completed and if Owner determines that such portion of the Work is of value, Owner will, if applicable, issue to Consultant a certificate or other written acknowledgement of partial completion. Upon the issuance of such certificate or other written acknowledgement, or at any time thereafter, Owner may take over and use the portion of the Work described in such certificate and may exclude Consultant therefrom. The issuance of a certificate of partial completion or other written acknowledgement will not release the Consultant from any obligations under the Agreement unless such prior use delays the Work or increases its cost. In this event, the Consultant will be entitled to extra compensation or extension of time, or both, as Owner may determine.

13. SUSPENSION OF WORK.

Owner may at any time suspend the Work or any part thereof upon oral notice to Consultant. Such oral notice shall be confirmed in writing by Owner. The Work shall be resumed by Consultant promptly after written notice from Owner to Consultant to do so. Owner will make payment for all Work completed and accepted by Owner as of the suspension date, in accordance with the agreed payment rates and milestones.

14. TERMINATION FOR CAUSE.

14.1 Without prejudice to any other right or remedy Owner may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to Consultant, Owner may terminate the Agreement without any liability being owed thereby by Owner to Consultant, in the event of the occurrence of any of the following:

- 14.1.1 insolvency of Consultant;
- 14.1.2 filing of a voluntary petition in bankruptcy by Consultant;
- 14.1.3 filing of an involuntary petition in bankruptcy against Consultant;
- 14.1.4 appointment of a receiver or trustee for Consultant;
- 14.1.5 execution by Consultant of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
- 14.1.6 commencement of any legal proceeding against Consultant that, in Owner's opinion, may interfere with Consultant's ability to perform in accordance with the Agreement; or
- 14.1.7 Consultant consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Agreement; in each case without Owner's advance written consent.

14.2 If Consultant fails to diligently perform the Work in accordance with the Agreement or if Consultant otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above, and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Consultant, upon giving Consultant written notice of default and allowing Consultant a period of five (5) Business Days, or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances, to remedy such deficiency, and such default not being completely remedied, to: cancel the Agreement in whole or in part upon giving written notice to Consultant; and to complete the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of the Consultant.

14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Consultant shall immediately cease Work, commence demobilization of any affected Consultant Resources, and shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders.

14.4 Consultant shall promptly transfer title and deliver to Owner completed or partially completed Work and/or contract rights of Consultant relating to the Work, and Consultant shall execute and deliver such documents and take all such actions as Owner may require for the purpose of

vesting in Owner such ownership, rights and benefits of Consultant with respect to the Work.

- 14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.

15. TERMINATION FOR CONVENIENCE.

- 15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Consultant, and the Agreement, or all or any portion of the Work, as the case may be, shall terminate and/or be cancelled on the effective date specified in Owner's notice. Upon such effective date, Consultant shall immediately cease Work, commence demobilization of any affected Consultant Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Consultant shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Consultant shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Consultant under the Agreement.

- 15.2 Upon Owner's request, Consultant shall promptly transfer title and deliver to Owner completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Consultant relating to the Work for which Owner has made payment, and Consultant shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Consultant with respect to the Work.

- 15.3 In the event of a termination under this Article 15, except as otherwise expressly agreed to in writing by the parties, Owner shall pay for the Work completed in compliance with the Agreement through the effective date of termination.

16. OWNER'S REPRESENTATIVE STATUS.

Owner's Representative will perform inspection of the Work and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Agreement. He/she also has authority to reject any and all Work that does not conform to the Agreement and to decide questions that arise in the execution of the Work. Owner's Representative will make decisions in writing within a reasonable time on all claims of Consultant and on all other matters relating to the execution and progress of the Work or interpretation of the Agreement documents.

17. CONSULTANT'S SUPERVISORY DUTIES.

- 17.1 Prior to commencing any Work, Consultant shall identify to Owner a Consultant's Representative authorized to receive all communications from Owner, provide all approvals or authorizations required from Consultant and act on behalf of Consultant in all matters concerning the Work. Owner reserves the right to require the removal and replacement of Consultant's Representative for any reason.

- 17.2 Consultant shall efficiently and continuously supervise its Consultant Resources required to complete the Work. Consultant shall be fully liable for the acts and omissions of Consultant Resources. Consultant shall provide an adequate and competent supervisory staff throughout the course of the Work.

- 17.3 Consultant shall at all times enforce strict discipline and good order among Consultant Resources, and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request that Consultant remove and replace (at no cost

to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Consultant shall do so (including reassignment to work other than for Owner and/or Owner Affiliates to the extent allowable under Consultant's labor agreement(s) and Law).

- 17.4 In the event Consultant Resources are given access to any of Owner's computer systems or equipment or Owner Information (including, without limitation, Owner's Confidential Information), Consultant agrees not to use Owner's systems or equipment or such Owner Information for any purposes other than that contemplated in the Agreement. Consultant further agrees to keep confidential any Information it obtains in the course of performing Work under this Agreement and to utilize data security systems and procedures approved by Owner and compliant with Owner's IT Security Requirements and applicable law. Consultant agrees to cause its Consultant Resources to comply with applicable provisions of Owner's IT Security Requirements and policies and applicable laws and regulation.
- 17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Consultant shall provide to Owner, the names, classifications and job locations of Consultant Resources. Owner's requests and/or reviews concerning any Consultant Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.
- 17.6 Consultant shall, subject to Owner approval, designate certain Consultant Resources as key personnel with respect to the Work. Consultant shall not remove, replace, or reassign such designated key personnel without the prior written consent of Owner, which shall not be unreasonably withheld.
- 17.7 **THIS SECTION IS APPLICABLE ONLY TO DISTRIBUTION OR TRANSMISSION SERVICES ON SITES.** In addition to the requirements of Section 17.5, Consultant shall provide to Owner, the names, classifications and job locations of Consultant Resources that were former employees of Owner or any of its Affiliates, that Consultant desires to assign to provide Services on behalf of Consultant and/or any Subcontractor at least three (3) business days prior to those Consultant Resources performing any such Services.
18. **INDEPENDENT CONTRACTOR.**
Consultant Resources shall perform all Work as independent contractors, and shall not be deemed to be the employees or agents of Owner for any purpose whatsoever.
19. **SUBCONTRACTING.**
19.1 Consultant shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Consultant shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Consultant shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Consultant nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.
- 19.2 Irrespective of Owner's consent or the terms of any agreement between Consultant and any Subcontractor, Consultant shall (a) be fully responsible to Owner for acts and omissions of Consultant Resources; (b) remain fully responsible for the full and faithful performance of the Agreement; (c) direct and control the activities of all Consultant Resources; (d) remain fully bound by all terms and conditions of the Agreement including but not limited to all requirements for indemnity and warranty. Consultant shall include all Agreement provisions related to any subcontracted Work in the written agreement between Consultant and such Subcontractor for such Work, including

warranty, insurance, audit and indemnity provisions. Consultant shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.

- 19.3 Owner shall have the right to request that Consultant terminate any subcontract and remove any Consultant Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.
- 19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.
- 19.5 Consultant shall not allow access to the Site(s) or any portion thereof under the control of the Consultant by any person not acting under the direction and control of Consultant, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.
- 19.6 RESERVED

20. COMPLIANCE.

- 20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labour Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.
- 20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.
- 20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A FEDERAL GOVERNMENT CONTRACT OR FEDERALLY FUNDED CONTRACT:** In connection with its performance of Work pursuant to a federal government contract or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all laws and regulations specific to and applicable to such contracts, including without limitation, regulations and laws regarding employment and non-discrimination, Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of

Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.

21. SITE REQUIREMENTS.

- 21.1 For all Work to be performed at a Site, Consultant Resources shall comply with Owner's requirements, procedures, and policies and training requirements, including among others those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.
- 21.2 Owner shall have the right to place its forces or any other Consultant's forces at the Site to perform work not included in the Agreement. All Work performed by Consultant shall be undertaken in full cooperation with Owner's personnel or the personnel of other Consultants at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or activities at the Site. Consultant's forces shall work in harmony with all such other forces, and in accordance with Owner's schedules.
- 21.3 Consultant represents that prior to commencing Work it has advised its forces of Owner's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Consultant's execution and completion of the Work. Consultant agrees and acknowledges that Information provided by Owner concerning Site conditions has been used for reference only and shall not be claimed to relieve Consultant from its obligation to independently assess the requirements of the Work.

22. INCIDENTAL MATERIALS AND CONSUMABLES.

Consultant, at its sole expense and prior to delivering consumables or materials incidental to performance of Work at the Site, shall inspect or test such consumables or materials to ensure compliance with the Agreement, including the Specifications.

23. HAZARDOUS MATERIALS.

- 23.1 Consultant shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.
- 23.2 Consultant shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Consultant shall comply fully with all Environmental Laws. Consultant is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Consultant shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Consultant shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.
- 23.3 Consultant shall defend and indemnify Owner, its parent, and its Affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants and hold it and them harmless from and against any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Consultant Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Consultant and Consultant Resources related to or

involving Hazardous Materials generated during the course of the Work or brought to the Site by the Consultant or Consultant Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Consultant, Consultant Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Consultant or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

- 23.4 Consultant agrees to use the EPA identification number assigned to the Site at which Consultant is working. The use of such EPA number shall not constitute assumption of environmental liability by Owner. In the event Owner has no EPA number for the Site in question, Consultant shall apply for a temporary number.
- 23.5 No chemical consumable product may be delivered to any Site without prior written approval by the Owner's Representative or designee in the manner provided in the first paragraph of this Article 23. As a condition precedent to such pre-approval, Consultant shall identify to Owner's Representative any and all chemical consumable products that will be used in performing the Work or are listed on the Site's approved Chemical Consumables Products List. Such identification shall include a copy of the product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the Work. Owner's consideration of Consultant's request shall involve the products' health and safety hazards, environmental and fire hazards, potential for degrading Owner's systems or components, potential for creating Hazardous Materials, and availability of suitable alternatives. A substitute product may only be used following the receipt of express written permission by the Owner's Representative. Consultant is solely responsible for any costs or expenses incurred by Owner as a result of Consultant's use of a product that has not been specifically authorized.
- 23.6 Following completion of the Work, Consultant shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Consultant shall promptly remove any and all equipment and consumables from the Site. In the event that Consultant fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Consultant. Such expenses to be borne by Consultant include, without limitation, the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be effected by Consultant, at Consultant's sole cost and expense.
- 24. RESERVED.**
- 25. SAFETY PRACTICES. SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY.**
- 25.1. Consultant and Consultant Resources shall be instructed in, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures including, without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work, and as in effect from time to time ; and (2) those policies and procedures referenced in the Agreement or Order. Consultant shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with the Owner. Consultant shall have the sole responsibility to see that Consultant Resources are so informed, properly trained and that safety practices are followed.
- 25.2. Consultant shall establish and maintain safeguards, controls, work rules, or other measures to protect the Owner's property that is placed under Consultant's control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance.

Consultant shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Consultant Resources shall comply with Owner's requirements, standards, procedures, and policies and training requirements, including among others those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through an Owner web-site. Consultant shall conduct safety briefings and job hazard assessments. Upon Owner's request, Consultant shall provide documentation, confirming Consultant's compliance with this Article 25, including OSHA logs, qualification requirements and training certifications, licenses and detailed job safety and hazard assessment job plans, and reports of accidents involving Consultant Resources during the performance of the Work on Owner's Site.

- 25.3. While performing all Work, Consultant shall, and shall ensure that Consultant Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable to the Work and/or the Site. Consultant shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.
- 25.4. Consultant shall train all Consultant Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.
- 25.5. Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Consultant shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.
- 25.6. For any Work that takes place at Owner facilities, Consultant shall comply with Owner's security requirements then in effect. Consultant Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Consultant shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Consultant for loss of or damage to such tools or equipment.
- 25.7. Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.
- 25.8. RESERVED.
- 25.9. RESERVED.
- 25.10. RESERVED.
- 25.11. RESERVED
- 25.12. Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior 7 years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence,

sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.

25.13. RESERVED.

26. DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS.

26.1 Whenever Consultant provides Work that will not be subject to further work by Consultant, title shall pass to Owner upon the performance and delivery of the Work as set forth in the Agreement documents and Acceptance.

26.2 RESERVED.

26.3 RESERVED.

26.4 RESERVED.

26.5 Consultant shall deliver the Work materials purchased by Owner to the location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

27. CLEANUP.

For Work performed at any Site, Consultant shall at all times keep the Site free from accumulations of waste material or rubbish. Consultant shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations.

28. RESERVED.

29. RESERVED.

30. REMOVAL OF EQUIPMENT.

Except as required to comply with the directions of Owner, Consultant shall promptly remove all Consultant provided materials and supplies from the Site upon completion or termination of the Agreement subject to requirements set forth in Article 27 "CLEANUP". If Consultant fails to complete such removal within fifteen (15) days after notice from Owner, Owner may elect (i) to retain all or any portion of such remaining materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of Consultant.

31. INSURANCE BY CONSULTANT.

As a condition to undertaking the Work, Consultant shall acquire, at its sole cost and expense, the following insurance coverage (or equivalent) from insurers with an A.M. Best rating of A- or better, with the indicated amounts and shall maintain such required insurance coverages during all Work and until the date of final payment under the Contract or Acceptance of all Work under the Contract, unless a longer period is specified below:

31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than \$500,000.

31.2 Comprehensive or Commercial General Liability Coverage on standard bureau form excluding Professional Liability but including Operations, Products and Completed Operations, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Contract or Acceptance of all

Work under the Contract, whichever is later, unless the Work is to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.

- 31.3 Comprehensive Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per accident.
- 31.4 If applicable, Errors and Omissions coverage for professional Services and products provided by Consultant, including coverages for intellectual property infringement and related risks, with limit of not less than \$2,000,000 per occurrence and annual aggregate, which coverage Consultant shall maintain in effect for a period of at least three (3) years following the final payment under the Contract or Acceptance of all Work Under the Contract, whichever is later.
- 31.5 All policies contemplated in this Article 31 other than Workers' Compensation and Errors and Omissions shall be endorsed to include, Owner, its affiliates and their respective directors, officers, employees and agents (including the Owner's Representative), as additional insureds as respects any and all personal and/or bodily injury and/or property damage claims arising out of Consultant's operations hereunder. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds hereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.
- 31.6 Consultant shall provide certificates of insurance to Owner to evidence Consultant's insurance policies within thirty (30) days of the award of any Contract but in no event later than prior to the commencement of any Work. Consultant shall ensure that its broker shall provide Owner with replacement certificates evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates shall be grounds for withholding payment and/or termination of the Contract.
- 31.7 Such insurance coverage shall be primary to any other coverage available to Owner or its affiliates, and shall not be deemed to limit Consultant's liability under the Contract.
- 31.8 Consultant shall have and maintain in effect the insurances required by this Article 31 for the duration of the Contract and thereafter for any period of continuing contractual obligations, including Consultant's warranty obligations. In addition, Consultant and any Subcontractor whose scope of work may include professional services shall procure tail coverage through the applicable warranty period on each errors and omissions policy maintained in accordance herewith upon the expiration and/or non-renewal thereof, unless Consultant's replacement errors and omissions policy provides continuing coverage for the Work through the applicable warranty period.
- 31.9 Consultant shall be solely responsible for payment of any and all deductible amounts relating to any and all of the policies of insurance required by this Article 31.
- 31.10 For any Services to be provided by any Subcontractor, Consultant shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31.

32. INDEMNIFICATION BY CONSULTANT.

To the fullest extent permitted by law, Consultant shall be responsible for and shall indemnify, and shall defend and save Owner, its parent, and its Affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants (each, an "Indemnified Person") harmless from and against any and all costs and expenses

(including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the acts or omissions of Consultant Resources or related to the Work or Consultant's obligations under the Agreement Documents. Consultant further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Agreement. Nothing in this Article shall derogate or reduce Consultant's obligations under Article 31 hereof.

33. INFRINGEMENT OF PROPRIETARY RIGHTS.

- 33.1 Consultant shall indemnify, defend and hold harmless Owner, its parent, its Affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Consultant has, other than solely for Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.
- 33.2 If Owner provides Consultant notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Consultant shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

34. CONFIDENTIAL INFORMATION.

- 34.1 Each Party acknowledges that it may be necessary to disclose Confidential Information to the other Party. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each Party shall maintain the Confidential Information of the other Party in a secure and confidential manner. Consultant agrees to use Owner's Confidential Information solely for the provision of Work and to make Confidential Information available to its employees on a need-to know basis only, and to not disclose to third parties or to publish any of Owner's Confidential Information without Owner's advance written consent. Consultant also agrees to comply with all other applicable state, federal and local laws, regulations, codes and policies regarding the protection of Owner Confidential Information, and the avoidance of theft or fraud through the improper use or disclosure of such information, including, without limitation, Mass. Gen. Laws c93H and the regulations promulgated thereunder. Each Party shall advise its employees, Consultants, consultants, agents and those under its and/or their respective control of these requirements for confidentiality with regard to Confidential Information.
- 34.2 Consultant shall give immediate notice to the Owner of any incident that may cause Owner Confidential Information to be disclosed or otherwise used in an unauthorized manner. Such immediate notice shall be given first by telephone and shall be followed by a more complete written notice to be sent by express mail overnight courier by the close of business on the day that the incident took place and capable of delivery on the day following the date of the notice. Such notice shall set forth all relevant information regarding the incident, including the specific nature and extent of the disclosure / use, the measures taken and to be taken to retrieve and restore the Confidential Information and/or to otherwise prevent the unauthorized use or disclosure of the Confidential Information.

- 34.3 If Owner, within one hundred eighty (180) days of receipt of Consultant's Confidential Information, disputes the proprietary nature of such Information by written notice to Consultant, the parties shall consult to resolve such dispute. In the event that the parties are unable to resolve such dispute after an initial consultation, the Parties shall proceed to mediation and, if necessary, arbitration pursuant to the terms of Section 39 hereof.
- 34.4 Owner shall have the right, without Consultant's approval, to disclose Consultant's Confidential Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. If Owner discloses Consultant's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Consultant prior to disclosure and, at Consultant's sole cost and expense, cooperate in any effort by Consultant to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Consultant's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.
- 34.5 Any Information transmitted to either Party will not be deemed Confidential Information if that Information is: (a) in the receiving Party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving Party; (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving Party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other Party subject to requirements of confidentiality or (e) if such Party independently discovers or develops such Information..
- 34.6 Consultant shall notify Owner as soon as possible in writing if any Confidential Information provided to Owner has been changed to a non-proprietary status.
- 34.7 The provisions of this Article 34 shall also apply to Information that a Party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.
- 34.8 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Consultant. Within fifteen (15) days of receipt of such notice, Consultant shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Consultant shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.
- 34.9 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.
- 34.10 **THIS SECTION IS APPLICABLE ONLY TO WORK RELATING TO GENERATION, TRANSMISSION AND DISTRIBUTION FACILITIES:** In addition to the foregoing confidentiality obligations, to the extent that Consultant obtains or generates any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13, in its performance of the Work, Consultant shall keep confidential any CEII

applicable to Owner and the Work, and shall observe all obligations associated therewith applicable laws and regulations. To the extent any such Work involves critical cyber assets, Consultant agrees to be bound by and comply with the North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards (CIP-002 through CIP-009). Consultant shall indemnify Owner for any liabilities or penalties arising from any failure to comply with the requirements of this Section 34.10 by Consultant, or its subcontractors, at any tier. In addition, upon request by Owner, Consultant shall execute an agreement confirming such compliance with the foregoing obligations.

35. WARRANTY.

35.1 Services Warranty.

35.1.1 Consultant warrants that any Services performed or provided by, through, or on behalf of Consultant as part of or in connection with the Agreement shall (i) be performed by Consultant Resources who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in accordance with the highest professional standards applicable to the utility industry and the industry applicable to such Services; and (ii) comply with and conform to all provisions and requirements of the Agreement and to any and all provisions of any and all applicable laws.

35.1.2 Within the period of two (2) years after Final Acceptance of all Work under the Agreement, if Owner determines that any portion of the Services performed by, through, and/or on behalf of Consultant fails to comply with the warranties set forth above, or if a defect or error is discovered in any Information supplied with such Services, Consultant shall, at its sole cost and at Owner's option, (i) correctly re-perform such Services or correct the defect or error in the Information, or (ii) return to Owner the charges paid by Owner and attributable to such Services or defective or erroneous Information supplied. Owner shall have the right to set-off against other amounts due Consultant hereunder or otherwise any amount owed by Consultant to Owner under this Article 35.

35.1.3 RESERVED

35.2 Supplier Warranties

Consultant shall take all reasonable steps to transfer for the benefit of Owner all warranties or guarantees available from the suppliers of any portion of the Work.

35.3 Information Warranty. Consultant warrants that it has the full legal right, title and ownership of the Information furnished pursuant to the Agreement.

35.4 RESERVED

35.5 Completion Warranty. Consultant warrants that it shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to causes attributable to Consultant or Consultant Resources, Consultant shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including but not limited to the following measures: placing Consultant Resources on extended working hours; assigning additional personnel to the Work, and prioritizing Consultant's resources and obligations to ensure that the Work is completed on schedule.

35.6 Additional Warranty Provisions.

35.6.1 Reserved.

35.6.2 Owner shall notify Consultant in writing of any breach of warranty.

35.6.3 Reserved.

35.6.4 Reserved.

35.6.5 Corrective Work performed by Consultant shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period plus an additional two years.

35.6.6 The warranties provided for in this Article 35 shall apply regardless of where the Work is performed.

35.6.7 In the case of Work affecting government-owned property, warranties shall also be enforceable directly by the applicable government agency having jurisdiction.

35.7 Subcontractor Warranties.

35.7.1 Consultant shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Owner as well as for Consultant. Consultant shall ensure that the benefit of any warranty offered by any Subcontractor at any tier is passed through to Owner, shall provide a copy of the terms of any such Subcontractor warranty to Owner, and shall identify relevant Subcontractor contracts and otherwise actively assist Owner, as required or desired by Owner and without additional charge, in enforcing any such warranty in the event such enforcement should become necessary.

35.7.2 The existence and/or absence of any Subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impair in any manner whatsoever Consultant's obligations to Owner hereunder.

36. LIMITATION OF LIABILITY.

36.1 CONSULTANT'S LIABILITY TO OWNER UNDER THE AGREEMENT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE AGREEMENT, PLUS (ii) FOR DAMAGES CONSULTANT IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE AGREEMENT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO THE OWNER, AN AMOUNT EQUAL TO THE TOTAL OF ALL CHARGES PAID BY OWNER TO CONSULTANT UNDER THE AGREEMENT. OWNER'S AGGREGATE LIABILITY TO CONSULTANT UNDER THE AGREEMENT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 "TERMS OF PAYMENT" THAT HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

36.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

36.3 CONSULTANT WAIVES ALL CLAIMS AGAINST OWNER FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONSULTANT'S WORK UNDER THE AGREEMENT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONSULTANT'S WORK UNDER THE AGREEMENT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONSULTANT'S PERSONAL PROPERTY OR INJURY TO CONSULTANT RESOURCES IN CONNECTION WITH THE AGREEMENT.

- 36.4. The parties understand and agree that the liability of Consultant to Owner under the Agreement, at law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 "INSURANCE BY CONSULTANT".

37. RIGHTS AND LIABILITIES OF PRINCIPALS.

All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.

38. RESERVED.

39. DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.

- 39.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other written notice of any dispute, which notice shall include a summary of that Party's position and the name and title of the executive who will be representing that Party. Within fifteen (15) days after delivery of the notice, the receiving Party shall respond with a summary of that Party's position and the name and title of the executive who will represent that Party. Within thirty (30) days after the initial notice, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.

- 39.2 If the dispute has not been resolved by negotiation within forty-five (45) days after the disputing Party's notice, or if the Parties failed to meet within thirty (30) days, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.

- 39.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under Three Million Dollars (\$3,000,000), or three arbitrators, for disputes involving amounts in the aggregate equal to or greater than Three Million Dollars (\$3,000,000), of whom each Party shall designate one in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with the third arbitrator selected pursuant to CPR Rules 5 and 6. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner's option, Hartford, Connecticut or Boston, Massachusetts.

- 39.4 Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Agreement. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary or similar damages unless an applicable statute requires that compensatory damages be increased in a specified manner. Each Party shall be responsible for its own costs and expenses, including attorney's fees. Unless otherwise directed in writing by Owner and to the extent permitted by law, Consultant shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Dispute between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Owner from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

- 39.5 Each Party will proceed in good faith to conclude the arbitration proceeding as quickly as reasonably possible. If a Party refuses to participate in an arbitration proceeding as required by this Agreement, the other Party may petition any governmental authority having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party. The parties hereby consent to the exclusive jurisdiction of the state or federal courts located within the State of Connecticut or the Commonwealth of Massachusetts for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.
- 39.6 Nothing herein shall prejudice, impair or otherwise prevent Owner from seeking equitable relief pending the conclusion of any mediation and/or arbitration proceeding.
40. **ADVERTISING.**
Unless authorized in writing by Owner or except as required by applicable law, Consultant shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Agreement.
41. **BINDING EFFECT; ASSIGNMENT.**
The Agreement shall be binding upon the Parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Consultant is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Consultant, upon discovering that Consultant has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.
42. **WAIVERS.**
The waiver by any Party of a breach of and/or other non-compliance with any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.
43. **APPLICABLE LAW.**
43.1 The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law *provided* that if the Site is located entirely outside of the State of Connecticut, then the Law of the State/Commonwealth where the Site is located (and where the Work is performed) may govern certain aspects of the enforcement of the rights and remedies of Owner (including legal process and procedure) with respect to such Work.
44. **NOTICES; DEMANDS.**
All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Owner, to the individual set forth on the "Direct Inquiries" line on Owner's Order at the address set forth thereon; or (b) with respect to each of the Owner's Representative, Consultant or the Consultant's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.
45. **RIGHT TO AUDIT.**

Owner shall have the right to inspect and audit all of Consultant's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Agreement. Consultant shall provide for such right to audit by Owner in all contracts with Subcontractors relating to the Work or the Agreement.

46. DOCUMENT RETENTION.

Except as set forth in Section 6.5 "INFORMATION", Article 34 "CONFIDENTIAL INFORMATION" and below in this Article 46, all Information shall remain the exclusive property of Owner, regardless of where it is stored. Consultant shall preserve Owner's Information in its care, custody or control for a period of six (6) years following Final Acceptance of the Work or return such Information to Owner in a form acceptable to Owner. Consultant shall not destroy any such Owner Information prior to the expiration of such six (6) year period absent Owner's prior written consent. Owner reserves the right to access such Owner Information at any time while such Information is in Consultant's possession and such Information shall be provided to Owner on a timely basis whenever requested, regardless of whether such requests are for audits, regulatory or legal proceedings such as lawsuits or arbitrations. Any Owner Information in Consultant's possession shall be disclosed to third parties only as necessary to comply with applicable laws and government orders or requests so long as Owner receives advance written notice of such disclosure and an opportunity to contest such requests. Consultant agrees to access Information in its possession only for the purposes of performing the Work and to operate or maintain its information systems and will take appropriate and Owner approved measures and precautions to protect against unauthorized access or disclosure. Consultant agrees for itself, and on behalf of any Subcontractor, to (a) access Owner Information in its, or in any Subcontractor's, possession only for the purpose of performing the Work on a Project, and (b) operate, maintain and/or take appropriate and Owner-approved measures and precautions to protect its information systems against unauthorized access or disclosure of Owner Information. Consultant shall be responsible for ensuring that Owner Information is protected from damage and/or loss while in the care, custody or control of Consultant and/or any Subcontractor, including making backups of Information and using disaster recovery best practices for any computer systems used to store Information. Owner reserves the right to audit Consultant to ensure such Information is managed in accordance with this Article 46. The foregoing obligations and restrictions regarding disclosure of Information in this Article 46 shall not apply to Consultant's Confidential Information, which shall be governed by Article 34 "CONFIDENTIAL INFORMATION" The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

47. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN.

47.1. Owner fully supports the government's policies of ensuring that Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service-Disabled Veteran-Owned Small Businesses (SDV), Veteran-Owned Small Businesses (VE) and Businesses Located in and qualified as Historically Underutilized Business Zones (HUBZone) have every opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of SDB, WOSB, SDV, VE and HUBZone as Consultants and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2. For all contracts in excess of five-hundred thousand dollars that offer subcontracting opportunities, Consultant will be required to submit data and/or subcontracting plans regarding Consultant's utilization and intended utilization of such SDB, WOSB, SDV, VE and HUBZone during the term of the Agreement as follows:

47.2.1 Eversource Energy; Purchasing Department; P.O. Box 270; Hartford, CT 06141-0270
If direct subcontracting opportunities do not exist, Consultant nonetheless may be required to submit data and/or subcontracting plans regarding indirect spend. Consultant shall supply Consultant's subcontracting plan to Owner within a reasonable time after the effective date of this Agreement (but in no event more than sixty (60) days after the effective date) and shall fully comply with such plan in performing the Work.

- 47.3. The text of FAR 52.219 may be accessed electronically at the following address: <https://www.acquisition.gov/far/>. To the extent applicable to Work performed pursuant to a federal government Agreement, this Article 47 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

48. PRIORITY OF DOCUMENTS.

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Owner: (1) Owner's Order; (2) Special Terms and Conditions (if any); (3) these General Terms and Conditions; (4) Specifications; and (5) any remaining documents referred to in the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. In the absence of written direction from Owner to the contrary, the more/most stringent requirement of the Information included in the Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.

49. SEVERABILITY.

In the event that any provision of the Agreement is deemed invalid or unenforceable, it shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of the Agreement shall remain fully enforceable notwithstanding the unenforceability of any individual provision.

50. FINANCIALS.

Upon written request by Owner, Consultant shall furnish the Owner, the Consultant's financial statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal year, as Owner requests, throughout the term of this Agreement. Such financial statements shall be prepared and certified internally by the chief financial officer of the Consultant. All such non-public financial information shall be considered Consultant's Confidential Information.

51. PERFORMANCE ASSURANCE.

- 51.1 Owner may require prior to the signing of the Agreement that Consultant provide performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, such performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Consultant shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Consultant. The Agreement compensation shall include Consultant's cost of procuring such performance assurance, but shall not include any cost for Consultant's extension of such performance assurance due to failure of Consultant to complete Work in accordance with the applicable Work schedule.

- 51.2 Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

52. NO GIFTS OR INDUCEMENTS.

Consultant warrants and represents to Owner that neither it nor its Consultant Resources have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose. Consultant shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose and shall ensure that no employee or agent of Consultant offers any such gifts, payments or inducements. Consultant also represents and warrants to Owner that it and its Consultant Resources has neither provided nor offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any laws or regulations, including the

Foreign Corrupt Practices Act.

53. MOONLIGHTING RESTRICTION.

Consultant shall neither employ, nor knowingly permit subcontractors to employ, Owner employees to perform the Work while the employees are employed by Owner.

54. CONFLICTS OF INTEREST

Contractor shall disclose to Owner any potential conflict of interest between the Contractor and Owner, and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Owner employees who can make decisions impacting Contractor's business; 2) Owner employees or their family members who have an ownership interest in Contractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate. This policy also applies to any Subcontractor of Contractor who performs Work.

55. APPLICABLE TO TRANSMISSION WORK ONLY: NON-HIRING PROVISION.

During the term of this Agreement, and for a period of one (1) year thereafter, Consultant shall not solicit the employment of, employ, or contract with, any of Owner's employees, either directly or through a third party. Such hiring restriction shall not apply to Consultant's employment of any individual after twelve (12) months have elapsed subsequent to the date on which such person's employment with Owner has terminated. Consultant agrees that, should it breach this paragraph, it will be liable to Owner for all resulting damages, and, in addition, to appropriate equitable relief. Owner, in its sole discretion, may waive in writing this entire paragraph or selected provisions thereof.

56. RESERVED.

57. INTERPRETATION AND CAPTIONS.

The parties acknowledge that (a) they are of equal bargaining strength and have jointly participated in the preparation of the Agreement; and (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of the Agreement, any portion thereof, or any amendments thereto. The captions for the Sections and Articles contained in the Agreement have been inserted for convenience only and form no part of the Agreement and shall not be deemed to affect the meaning or construction of any covenants, agreements, conditions or terms of the Agreement.

58. SURVIVAL.

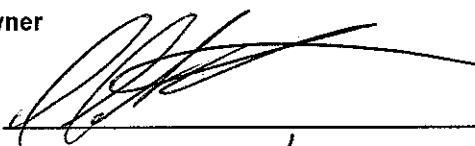
All agreements, representations, warranties and covenants made by a Party to the Agreement and in the certificates or other documents delivered by a Party pursuant to the Agreement shall be considered to have been relied upon by the other Party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including, without limitation, all of Consultant's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.

59. COMPLETE AGREEMENT.

The Agreement shall constitute the complete agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the parties. No change to the Agreement shall be binding upon the parties unless made in writing and signed by both parties.

IN WITNESS WHEREOF, Owner and Consultant have executed and delivered this Agreement as of the Effective Date. This Agreement shall not be binding upon Owner until it has been executed by an

Owner

By: 

Printed
Name: Shemar Kynard

Title: Procurement Agent

Date: 4-4-2016

Contractor or Consultant

By: James D. Simpson

Printed
Name: James D. Simpson

Title: Senior Vice President

Date: April 4, 2016

Purchase Order Details

10214405: Depreciation Consultant - PSNH Rate Case

Status : SENT

Revision:	1	Date of Issue:	12/7/18	Ship Via:	
Procurement Agent:	ESTHER LOUIJEUNE	Requested Delivery Date:	2/16/18	F.O.B.:	
Agent Email	esther.louijeune@eversource.com	Payment Terms:		WM Project :	
Agent Phone	8604209818	Freight Terms:		WM WO/WR	

Vendor ID: GANNFLVA-001

Contract #: CW2244933

Vendor Name: GANNETT FLEMING VALUATION AND RATE CONSULTANTS
LLC
PO BOX 67100
HARRISBURG, PA, 17106-7100

Phone:

Fax:

Contact:

Ship To: BERLIN CORPORATE HEADQUARTERS
107 SELDEN ST
BERLIN, CT, 06037

Bill To: EVERSOURCE BILL TO
P.O. BOX 5017
HARTFORD, CT, 06102-5017

Attention: Dugan, James E

Attention:

Contact #:

Contact #:

Drop Ship nueg

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	Depreciation Study & Support			0.00	150000.00		150000.00	150000.00	2/16/18

Additional Desc :

Approved Mfgr	Model #	Part #	Instructions :
			Total PO Cost: 150000.00 USD

Purchase Order Details

Terms and Conditions

CONTRULES

IN ACCEPTING THIS PURCHASE ORDER, THE CONTRACTOR ACKNOWLEDGES THAT IT IS FAMILIAR WITH THE SITE AND UNDERSTANDS SPECIFIC SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR THE WORK REQUIRED. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ALL OF ITS EMPLOYEES AND SUBCONTRACTORS WILL WORK IN ACCORDANCE WITH ALL OF THE SAFETY AND ENVIRONMENTAL REQUIREMENTS CONTAINED IN THE EVERSOURCE ENERGY WORK RULES ATTACHED TO THIS PURCHASE ORDER, THE CONTRACTOR'S SAFETY POLICIES AND PROCEDURES AND IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF OSHA REGULATIONS 29CFR1910/1926. FAILURE TO COMPLY WITH THE EVERSOURCE ENERGY CONTRACTOR WORK RULES MAY RESULT IN TERMINATION OF THIS PURCHASE ORDER.

THE CONTRACTOR IS REMINDED THAT 29CFR1910.269 ESTABLISHES ADDITIONAL SPECIFIC REQUIREMENTS FOR WORK PERFORMED ON ELECTRIC POWER GENERATION, CONTROL, TRANSFORMATION, TRANSMISSION, AND DISTRIBUTION LINES AND EQUIPMENT, INCLUDING THE NEED TO PROVIDE WORKERS TRAINED IN FIRST AID AND CARDIOPULMONARY RESUSCITATION.

CONTRACTORS PERFORMING WORK AT OR IN THE VICINITY OF YANKEE GAS FACILITIES ARE REQUIRED TO BE OPERATOR QUALIFIED IN ACCORDANCE WITH 49CFR192 – SUBPART N. REQUIRED TASKS TO BE DETERMINED BY YANKEE GAS DEPENDING ON THE TYPE OF WORK TO BE PERFORMED.

EVSOURCE ENERGY RESERVES THE RIGHT TO REVIEW ANY AND ALL CONTRACTOR DOCUMENTATION APPLICABLE TO THE WORK, INCLUDING SAFETY MANUALS, POLICIES, PROCEDURES, TRAINING AND QUALIFICATION RECORDS.
This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Standard: EEO/AA Type: PURCH Title : EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

COMPLIANCE WITH LAW - SELLER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND ORDERS RESPECTING THE GOODS AND SERVICES PROVIDED UNDER THIS PO. THE "EQUAL OPPORTUNITY CLAUSE" (41 CFR 60-1.4), THE "AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES CLAUSE" (41 CFR 60-741.4), THE AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA CLAUSE" (41 CFR 60-250.5) AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION LAWS, ARE HEREBY INCORPORATED HEREIN BY REFERENCE.
>
SELLER SHALL COMPLY WITH THE PROVISIONS OF EXECUTIVE ORDER 13201 (29 CFR PART 470).

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

FREIGHT

SHIPPING INSTRUCTIONS:

WHEN SHIPPING FREIGHT COLLECT, CALL YRC LOGISTICS AT 800-243-1737 OPTION 1 FOR CARRIER SELECTION. THE FOLLOWING MUST APPEAR ON THE SHIPPER'S BILL OF LADING: "SEND FREIGHT BILL TO: EVERSOURCE ENERGY / YRC LOGISTICS, PO BOX11250, OVERLAND PARK, KS 66207." THIS INSTRUCTION DOES NOT APPLY TO SMALL PACKAGES (LESS THAN 150 LBS. - NON-PALLETIZED), WHICH SHOULD BE SHIPPED PREPAID VIA UPS, FEDEX OR OTHER COMPARABLE PROVIDER.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Standard: INVLOOK Type: PURCH Title : INVOICE LOOK-UP PROGRAM NOTIFICATION FOR VENDORS

PLEASE PROVIDE THIS INFORMATION TO YOUR ACCOUNTS RECEIVABLE DEPARTMENT: AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE.

ENTER YOUR ZIP CODE, LOG IN ON TOP RIGHT WITH SAME LOGIN AND SCROLL TO BOTTOM OF PAGE. CLICK ON AFFILIATES UNDER "DOING BUSINESS WITH US," WHICH IS ON RIGHT SIDE OF SCREEN, CLICK ON "SUPPLIER ESOURCING" IN GREEN BOX ON LEFT— IT IS THE LAST ONE LISTED. SCROLL DOWN AND ON THE LEFT AND CLICK ON "CHECK INVOICE STATUS." THEN GO TO BOTTOM OF PAGE AND ENTER YOUR 8-DIGIT PO AND INVOICE AND "SUBMIT." IF YOU RECEIVE MESSAGE TO CONTACT ACCOUNTS PAYABLE AFTER YOU ENTER THE 8-DIGIT PURCHASE ORDER # AND INVOICE #, AND HIT SUBMIT, YOU CAN EMAIL FROM THE SITE. IN THE EMAIL, PLEASE PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND PO AND RELEASE IF APPLICABLE. IF YOU ARE INQUIRING ABOUT AN NSTAR INVOICE, PLEASE CONTACT ACCOUNTS PAYABLE AT 860-665-4592 AND PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND CONTRACT OR PO AND RELEASE, IF APPLICABLE.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Labeling

ITEMS WHICH HAVE EVERSOURCE ITEM NUMBERS MUST BE CLEARLY MARKED WITH OUR ITEM NUMBER AND PURCHASE ORDER NUMBER IN BOTH A NUMERICAL AND, IF WITHIN YOUR CAPABILITY, A BAR CODE LABEL IN

Purchase Order Details

Terms and Conditions

CODE 39 FORMAT. SUCH LABELING SHOULD BE ON EACH
CARTON OR PACKAGE.
This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Standard: SDS40 Type: PURCH Title : DO NOT SUBSTITUTE DO NOT SUBSTITUTE.

DO NOT SUBSTITUTE.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Standard: SRO20 Type: PURCH .Title : INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO

INVOICES WILL NOT BE PAID IF THEY ARE SUBMITTED WITHOUT A TYPED REFERENCE TO THE APPROPRIATE PURCHASE ORDER NUMBER . PLEASE PUT THE ENTIRE PURCHASE ORDER NUMBER, INCLUDING ANY REVISION NO. AND BLANKET RELEASE NO., FOR A TOTAL OF
16 DIGITS IF REQUIRED, ON YOUR INVOICE AND MAIL THE INVOICE TO THE ADDRESS SHOWN ON THE TOP OF THE PURCHASE ORDER. PO REFERENCE NUMBERS MUST BE TYPED ON THE FACE OF THE INVOICE. HANDWRITTEN PO REFERENCE NUMBERS CANNOT BE
ACCEPTED.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Rates will remain firm for duration of contract

RATES SHALL REMAIN FIRM FOR DURATION OF CONTRACT

This document should be reviewed at "Doing Business with Eversource" at Eversource.com
RATES SHALL REMAIN FIRM FOR DURATION OF CONTRACT

NEWCONTREF

THE MATERIALS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER ARE GOVERNED BY THE AGREED UPON CONTRACT REFERENCED ON THE FACE OF THIS PURCHASE ORDER

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

**EVERSOURCE ENERGY
GENERAL TERMS and CONDITIONS
GENERAL SERVICES**

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1. DEFINITIONS.

All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement.

The terms "include(s)", "included" and "including" are used without limitation.

- 1.1 ACCEPTANCE: The Owner's determination that the Contractor has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE".
- 1.2 AFFILIATE: Any company or other business entity that (i) controls, (ii) is controlled by or (iii) is under common control with a Party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.3 AGREEMENT: The collective term used to describe all documents comprising each agreement between the parties for the Work including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Owner to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. The preprinted terms set forth on the back of each page of Owner's Order shall not bind either party.
- 1.4 BUSINESS DAYS: Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Owner's Site(s) of Agreement performance.
- 1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information that Owner designates as confidential and desires to protect against unrestricted disclosure or competitive use, including business plans, marketing strategies, bidding activities, commercial, technical and performance information, contracts, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Contractor's Information as Confidential Information shall be limited to non-public financial information and non-public information that has unique commercial value and was developed independently from the Work.
- 1.6 CONTRACTOR: The entity issued an Order by Owner.
- 1.7 CONTRACTOR'S REPRESENTATIVE: The individual identified by Contractor with authority to act on behalf of Contractor in performance of the Agreement.
- 1.8 CONTRACTOR RESOURCES: Contractor's and any Subcontractor's employees, contract employees, consultants, agent, and all other persons or entities employed by or under control of Contractor or any Subcontractor.
- 1.9 DIRECT ACTUAL COSTS: Reasonable direct expenses actually incurred, supported with adequate documentation, to perform a task.

- 1.10 ENVIRONMENTAL LAWS: shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.
- 1.11 EQUIPMENT: A specific component, part, system, or material provided by Contractor as a very minor aspect of the Work under the Agreement. As used in the Agreement and as the context requires, the term "equipment" includes the Equipment.
- 1.12 EVERSOURCE: Eversource Energy Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy.
- 1.13 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Contractor has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.
- 1.14 FINAL PAYMENT: That payment to be made to Contractor by Owner after Final Acceptance.
- 1.15 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant", or "contaminant", or words of similar meaning or regulatory effect.
- 1.16 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement
- 1.17 ORDER: The document issued by Owner for specific Work, which shall be either: (a) a Purchase Order for any procurements by Eversource; provided however, that the preprinted terms on the back of Owner's Purchase Order(s) shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party; or (b) a Purchase Order or Contract form, for any procurements by any Eversource Affiliate provided however, that the preprinted terms on the back of Owner's Purchase Order or Contract form shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.
- 1.18 OWNER: "Owner" shall mean Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Contract is issued, or the Eversource Affiliate that has ordered the Work. Each Owner shall be solely responsible to Contractor for Work awarded by such Owner. No Eversource Affiliate that is not the Owner as to any particular Work awarded shall be

jointly and severally liable for Owner obligations hereunder with respect to such Work.

- 1.19 **OWNER'S REPRESENTATIVE:** The individual(s) identified in Owner's Order with authority to act on behalf of Owner concerning the Agreement, or otherwise identified by the Owner in writing in the Agreement.
- 1.20 **SCRAP:** Used, obsolete, surplus, scrap or excess material or equipment resulting or arising from Work at a Site which material or equipment has been identified by Owner and/or Contractor as having potential commercial value.
- 1.21 **SERVICES:** A specific service furnished by or on behalf of Contractor under the Agreement and as part of the Work which is not directly performed on Owner's generation, gas, or power transmission or distribution equipment. Such Services may include the following services: construction; procurement grounds keeping, property maintenance, repair, inspection, supervision; the supply of labor; and any other services to be performed as specified and in accordance with the Agreement.
- 1.22 **SITE:** The location at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, or other property not owned by Owner where Work is to be performed.
- 1.23 **SPECIAL TERMS AND CONDITIONS:** The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.
- 1.24 **SPECIFICATIONS:** The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemented or revised from time to time by Owner.
- 1.25 **SUBCONTRACTOR:** Any subcontractor, licensor or supplier, at any tier, who furnishes materials, supplies, facilities and/or Services to Contractor to meet Contractor's obligations to perform Work under the Agreement.
- 1.26 **WORK:** The terms used to describe collectively, all, physical Services, and all duties, obligations and responsibilities undertaken or required to be undertaken by Contractor under the Agreement.

2. CONTRACTOR'S BILLING RATES.

Whenever Contractor performs Work on a time and materials basis (including Work performed as a change or addition to the scope of Work described in the Contract) Contractor shall be compensated at the billing rates set forth in the Order. Any adjustments to billing rates that are in compliance with Agreement terms must be provided to Owner for review in the form of a new rate schedule in advance of any invoicing based on such new rates. Owner may reject any invoices using billing rates that are inconsistent with Owner's current rate schedule on file.

3. TERMS OF PAYMENT.

- 3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Contractor and Accepted by Owner in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Contractor shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request, Contractor shall provide documentation regarding un-vouchered liabilities including a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number

- 3.2 Contractor must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice Owner within one hundred eighty (180) days of the completion of the Work being invoiced
- 3.3 Each invoice shall (a) be certified in writing as correct by Contractor's Representative; (b) be itemized (with reasonable detail) to fully describe each element of cost charged to Owner and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Contractor shall bill in accordance with Owner's billing instructions.
- 3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor and/or Owner in connection with the Work; (c) failure of Contractor to make payments properly to Subcontractors for material, equipment or labor; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Contractor; (g) failure of Contractor to perform any of its obligations under the Contract; or (h) failure of Contractor to pay any amounts due Owner. Owner shall notify Contractor of the grounds for any withholding, and when the above grounds are removed, or Contractor provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.
- 3.5 To the extent permitted by law, Owner shall have the right to set-off against any sums due Contractor under the Agreement any claims Owner may have against Contractor under such Agreement, under any other contract between Owner and Contractor, or that Owner may otherwise have against Contractor without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.
- 3.6 Except for Work performed at a fixed price, Contractor shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Contractor's principal office or at any other location agreed to by the parties.
- 3.7 RESERVED.
- 3.8 RESERVED.
- 4. TAXES.**
- 4.1 Taxes on Owner's Purchases from Contractor. Contractor's price(s) and any Billing Rates that apply under the Agreement exclude any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to the Work and Owner's purchase of the Work and any applicable present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes shall be included in invoices and separately identified and itemized. The Owner shall provide any applicable tax exemption certificates to the Contractor upon the Contractor's request.
- 4.2 Taxes on Contractor's Purchases. If Owner informs Contractor that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work,

Contractor shall notify its Subcontractors and suppliers that their Services performed for, or materials supplied for Contractor's use as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Contractor and Contractor's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Contractor's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services or materials and/or equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Contractor's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Contractor that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Contractor should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Contractor will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases

4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Contractor for any taxes levied against Contractor's income, property or payroll.

4.4 Non-Resident Tax Bonds. If required by applicable law, Contractor and all Subcontractors shall provide to Owner a certificate of compliance with the non-resident contractor bonding provisions applicable to the Work. Contractor shall furnish such certificate to Owner in the case of (i) Contractor, no later than the earlier to occur of thirty (30) days after the effective date of the Agreement, or the date of commencement of the Work, and (ii) each Subcontractor, within the earlier to occur of thirty (30) days after Contractor's retention thereof, or the date of commencement of the Work under such subcontract. Absent such certificates, Owner shall be entitled to withhold amounts otherwise due to Contractor hereunder in accordance with applicable law.

5. CHANGES AND ADDITIONS.

5.1 Either party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Contractor shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Contractor.

5.2 Owner shall have the right to require Contractor to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Contractor Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Contractor's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.

5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

5.4 At no time shall the Work be delayed by Contractor due to a dispute between the parties

concerning the cost or time required to accomplish a deletion, change or addition requested by either party.

- 5.5 Contractor shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Contractor. In all instances, Contractor shall orally notify the Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Contractor shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim. Without relieving Contractor of its obligations hereunder, any claims by Contractor for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Contractor provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

- 5.6 RESERVED.

6. INFORMATION.

- 6.1 If Contractor is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All equipment and material shall conform to the details shown on Information approved by Owner.
- 6.2 Once Information has been approved by Owner, Contractor shall not make any changes in Information without the prior written approval of Owner.
- 6.3 It is the obligation of the Contractor to review and evaluate the Specifications, and to promptly provide written notice to the Owner of any errors, omissions or discrepancies that the Contractor discovers. Contractor shall immediately notify Owner and request additional instruction in writing whenever Owner-provided Information is found to be unclear, incorrect or conflicting. Contractor shall not undertake any Work based upon such Information until such discrepancy has been resolved by Owner. The Contractor shall not proceed with uncertainly, and any cost incurred that could reasonably have been avoided through timely correction of the Specifications shall be the responsibility of the Contractor.
- 6.4 Preliminary, certified for manufacture, or certified for construction and as-built drawings shall be submitted to Owner for approval in the form requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices and shall be legible such that Owner is able to clearly distinguish all characters and lines.
- 6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Contractor shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Contractor's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.
- 6.6 Contractor shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary

to correct matters attributable to such errors shall be chargeable to Contractor.

- 6.7 Contractor shall provide Owner with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or any filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Contractor under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Contractor may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to Owner's Confidential Information.
- 6.8 Contractor shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Contractor shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.
- 6.9 The interpretation of the Specification shall rest with the Owner's Representative, whose decision in any matter shall be final and binding, subject to the dispute resolution provisions of this Agreement. The Specifications are intended to state in general what is required for the Work, and the omission of minor details shall not operate to relive the Contractor from the obligation to provide all things necessary for the completion in proper working order of the entire Work outlined therein in accordance with the best construction or industry practices.

7. ELECTRONIC DELIVERY OF INFORMATION.

Owner and/or Contractor may agree to exchange business data or information electronically using a point-to-point connection or a value added network either directly or through a third party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Owner employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Owner and Contractor have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Contractor agrees to transmit information or documents relating to this Agreement using E-Business, Contractor shall be deemed to have accepted and be bound by the terms of this Agreement

8. DELAYS.

- 8.1 Schedule Commitment/Notice of Delay. Time is of the essence with respect to the performance of the Work. Each party shall give the other prompt written notice of any circumstances that may delay performance of the Work including any Force Majeure (as defined in Section 9.1). Contractor shall notify Owner's Representative of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after the occurrence of such circumstance. Contractor shall record the cause of any resulting delay and the time lost in its reports and in its time sheets and shall submit such reports and time sheets to Owner's Representative.
- 8.2 Delays in Performance For Reasons Other Than Force Majeure.
- 8.2.1 Owner may at any time request Contractor to delay performance of all or any portion of any Work to be provided under the Agreement. Contractor shall use its best efforts to accommodate such delay. However, if Contractor is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient

time for Owner to take alternative measures, including directing Contractor to place the affected Work or portion thereof, including any equipment, materials or supplies, in storage at a site authorized by Owner.

8.2.2 RESERVED.

8.2.3 If Work or any portion thereof is ready for performance, but performance is delayed beyond the scheduled performance by Owner, the parties will adjust the payment schedule accordingly and for Direct Actual Costs resulting from such delays, use good faith efforts to negotiate a change order to address such costs.

8.2.4 Contractor shall use best efforts to complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Contractor or any Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including to placing Contractor Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

8.3 Off-Site Delays. If Work at an off-Site facility is delayed by either party, the other party shall be entitled to compensation for its documented direct, actual costs for each such period of delay.

8.4 Limitation of Liability for Delay Damages at Site. The parties agree to limit liability for damages incurred by delays at a Site as follows:

8.4.1 At any point after Owner orders Contractor to start the Work, Contractor's delay shall be deemed to commence when the Work location or Work site becomes available for the Contractor's performance of Work but the Contractor, in whole or in part, does not perform the Work, and such delay shall be deemed to cease when the Contractor resumes Work performance in accordance with the Agreement terms. For delays caused by Contractor, Owner shall be compensated for its actual costs to accommodate or mitigate the impact of each Contractor delay.

8.4.2 At any point after Owner orders Contractor to start the Work, Owner's delay shall be deemed to commence when Contractor Resources are able to be present at the Work location and able to perform the Work but are prevented by the Owner from performing such Work and such delay shall be deemed to cease when Owner no longer prevents such performance. In the event of a delay requested by Owner, or a delay caused solely by Owner's negligence, to the extent Contractor has incurred labor costs caused by such delay, Contractor shall be compensated pursuant to Section 8.4.3.

8.4.3 The duration of delay shall be computed in increments of one (1) hour. Compensation for each party's direct labor costs shall be made only to the extent that a party actually incurs direct labor costs, if any. The delayed party shall use commercially reasonable efforts to minimize the costs it incurs for each delay by rescheduling its activities, redeploying its work force, or by other appropriate action. The parties shall consult at least weekly concerning delays, Contractor shall provide Owner with documentation relating to such delay as requested by Owner, and Owner shall maintain a log of each party's delay. Compensation for delay shall be made at the completion and Acceptance of the Work by determining the total number of hours of delay for each party, and subtracting the lesser number of hours from the greater to establish the party with a delay balance. Contractor shall be compensated for the lesser of (i) its delay balance or (ii) the number of working hours (not to exceed eight (8) hours per day) the Work is delayed beyond the scheduled completion date due to the request of Owner, or the sole negligence of Owner.

8.4.4 Contractor shall not be compensated for delay time unless it provides written notice

of such delay to Owner within the period specified in this Article.

9. FORCE MAJEURE.

9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to conditions or circumstances which are beyond that party's control, including: acts of God; war; acts of a public enemy; riot; civil commotion, sabotage; Federal, state or municipal action, inaction or regulation; strikes or other labor troubles (excluding those involving such party's employees); fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction in whole or in part of office equipment or manufacturing plant, to the extent such facilities are necessary to proper performance of the party's obligations under any Agreement and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies; provided however, that such failure or delay is not caused by that party's failure to satisfy its obligations under the Agreement or could not have been prevented by reasonable precautions taken by the non-performing party or could not reasonably be circumvented by the non-performing party through the use of alternate sources or plans or other means.

9.2 Force majeure shall extend the time for Contractor's performance to the extent such condition directly affects completion of Work. Contractor shall use its best efforts to reschedule its Work to mitigate the effect of such condition and to eliminate such condition as soon as possible. If the Work falls behind schedule due to a Force Majeure, Owner may direct Contractor to accelerate the Work by whatever means Owner may deem necessary, including subcontracting Work or working additional hours or shifts, and Owner shall pay Contractor for the agreed Direct Actual Costs incurred by Contractor in connection with any such directed acceleration.

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Contractor due to any failure of the Contractor to prepare for the Work or commercial impracticability experienced by Contractor, including market changes, increased costs or insufficient money.

10. INSPECTION.

10.1 Contractor shall advise Owner in writing of each location where Work is being performed, or where materials are being stored or prepared for use under the Agreement, in each case, reasonably in advance of conducting such Work to allow Owner to witness or inspect the same. Contractor shall, on behalf of itself and its Subcontractors, provide unrestricted access to such locations for inspection of Work.

10.2 Owner shall have the right to inspect the status of all Work at the facilities of Contractor and its Subcontractors, as well as at the Site. Such inspections shall be conducted upon reasonable advance notice to, and during the working hours of Contractor Resources. Such general inspection rights are in addition to, and not in limitation of, any and all inspection and testing rights of Owner set forth in the Agreement. Owner's approval of Work shall in no way reduce or modify Contractor's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Contractor's responsibility for the satisfactory performance of Work.

10.3 RESERVED

10.4 If any Work should be enclosed without Owner's inspection, Contractor shall, at Owner's request, uncover the Work, allow an inspection and properly restore the Work all at Contractor's expense. Owner's Representative may order reexamination of any Work.

11. REQUIREMENTS FOR ACCEPTANCE.

Acceptance of Work shall be conditioned upon Contractor submitting to Owner's Representative the following:

11.1 written notice that the Work is ready for final inspection;

- 11.2 properly executed, unconditional waivers or releases of lien from Contractor and all Subcontractors, conditioned upon payment, who provide labor, equipment, materials, or supplies for the Work;
- 11.3 evidence of satisfactory completion of all acceptance testing required under the terms of the Agreement;
- 11.4 all Information required under the Agreement; and
- 11.5 an accounting for all tools, materials, and equipment provided by Owner.

12. PARTIAL COMPLETION AND ACCEPTANCE.

If at any time prior to Acceptance as referred to in Article 11 "REQUIREMENTS FOR ACCEPTANCE", any portion of the Work has been completed and if Owner determines that such portion of the Work is of value, Owner will, if applicable, issue to Contractor a certificate of partial completion. Upon the issuance of such certificate, or at any time thereafter, Owner may take over and use the portion of the Work described in such certificate and may exclude Contractor therefrom. The issuance of a certificate of partial completion will not release the Contractor or its sureties from any obligations under the Agreement unless such prior use delays the Work or increases its cost. In this event, the Contractor will be entitled to extra compensation or extension of time, or both, as Owner may determine.

13. SUSPENSION OF WORK.

Owner may at any time suspend the Work or any part thereof upon oral notice to Contractor. Such oral notice shall be confirmed in writing by Owner. The Work shall be resumed by Contractor promptly after written notice from Owner to Contractor to do so. Owner will make payment for all Work completed and accepted by Owner as of the suspension date, in accordance with the agreed payment rates and milestones.

14. TERMINATION FOR CAUSE.

- 14.1 Without prejudice to any other right or remedy Owner may have under the Contract, at law and/or in equity and upon providing written notice of such termination to Contractor, Owner may terminate the Agreement without any liability being owed thereby by Owner to Contractor, in the event of the occurrence of any of the following:
 - 14.1.1 insolvency of Contractor;
 - 14.1.2 filing of a voluntary petition in bankruptcy by Contractor;
 - 14.1.3 filing of an involuntary petition in bankruptcy against Contractor;
 - 14.1.4 appointment of a receiver or trustee for Contractor;
 - 14.1.5 execution by Contractor of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
 - 14.1.6 commencement of any legal proceeding against Contractor that, in Owner's opinion, may interfere with Contractor's ability to perform in accordance with the Contract; or
 - 14.1.7 Contractor consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without Owner's advance written consent.
- 14.2 If Contractor fails to diligently perform the Work in accordance with the Agreement or if Contractor otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Contractor, upon giving Contractor written notice of default and allowing Contractor a period of five (5) Business Days or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances to remedy such deficiency. In the event such default is not completely remedied, Owner may cancel the

Agreement in whole or in part upon giving written notice to Contractor; and complete the Work itself or to have the Work completed by another entity with any additional cost associated therewith being the liability of the Contractor.

- 14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 14.4 Contractor shall maintain a written, detailed inventory of all equipment and materials in storage at the Site(s), in route to the Site(s), in storage or manufactured away from the Site(s), and on order from its suppliers and Subcontractors. Upon Owner's written request and to the extent that title has not transferred earlier pursuant to Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS," Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work and/or contract rights of Contractor relating to the Work for, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Contractor with respect to the Work.
- 14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.

15. TERMINATION FOR CONVENIENCE.

- 15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Contractor specifying when such termination becomes effective. Upon such effective date, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Contractor shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Contractor under the Agreement.
- 15.2 Upon Owner's request and to the extent that title has not transferred earlier pursuant to Article 27, Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Contractor relating to the Work for which Owner has made payment, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Contractor with respect to the Work.
- 15.3 In the event of a termination under this Article 15, except as otherwise expressly agreed to in writing by the parties, Owner shall pay for the Work completed in compliance with the Agreement through the effective date of termination.

16. OWNER'S REPRESENTATIVE STATUS.

Owner's Representative will perform inspection of the Work and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Agreement. He/she also has authority to reject any and all Work that does not conform to the Agreement and to decide questions that arise in the execution of the Work. Owner's Representative will make decisions in writing within a reasonable time on all claims of Contractor and on all other matters relating to the execution and progress of the Work or

interpretation of the Agreement documents.

17. CONTRACTOR'S SUPERVISORY DUTIES.

- 17.1 Prior to commencing any Work, Contractor shall identify to Owner a Contractor's Representative authorized to receive all communications from Owner, provide all approvals or authorizations required from Contractor and act on behalf of Contractor in all matters concerning the Work. Owner reserves the right to require the removal and replacement of Contractor's Representative for any reason.
- 17.2 Contractor shall efficiently and continuously supervise its Contractor Resources required to complete the Work. Contractor shall be fully liable for the acts and omissions of Contractor Resources. Contractor shall provide an adequate and competent supervisory staff throughout the course of the Work.
- 17.3 Contractor shall at all times enforce strict discipline and good order among Contractor Resources, and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request Contractor to remove any person determined by Owner to be unqualified or unfit to perform the Work.
- 17.4 In the event Contractor Resources are given access to any of Owner's computer systems or equipment or Owner Information (including without limitation, Owner's Confidential Information). Contractor agrees not to use Owner's systems or equipment or such Owner Information for any purposes other than that contemplated in the Agreement. Contractor further agrees to keep confidential any Information it obtains in the course of performing Work under this Agreement and to utilize data security systems approved by Owner and compliant with Owner's IT Security Requirements and applicable law. Contractor agrees to cause its Contractor Resources to comply with applicable provisions of Owner's IT Security Requirements and policies and applicable laws and regulation.
- 17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources. Owner shall have the right to request that Contractor remove and replace (at no cost to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Contractor shall do so (including reassignment to work other than for Owner and/or Owner affiliates to the extent allowable under Contractor's labor agreement(s) and Law). Owner's requests and/or reviews concerning any Contractor Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.
- 17.6 RESERVED.
- 17.7 **THIS SECTION IS APPLICABLE ONLY TO DISTRIBUTION OR TRANSMISSION SERVICES ON SITES.** In addition to the requirements of Section 17.5, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources that were former employees of Owner or any of its affiliates, that Contractor desires to assign to provide Services on behalf of Contractor and/or any Subcontractor at least three (3) business days prior to those Contractor Resources performing any such Services.

18. INDEPENDENT CONTRACTOR.

Contractor Resources shall perform all Work as independent contractors, and shall not be deemed to be the employees or agents of Owner for any purpose whatsoever.

19. SUBCONTRACTING.

- 19.1 Contractor shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed

Subcontractor and Contractor shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Contractor shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Contractor nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.

- 19.2 Irrespective of Owner's consent or the terms of any agreement between Contractor and any Subcontractor, Contractor shall (a) be fully responsible to Owner for acts and omissions of Contractor Resources; (b) remain fully responsible for the full and faithful performance of the Agreement; (c) direct and control the activities of all Contractor Resources; (d) remain fully bound by all terms and conditions of the Agreement including all requirements for indemnity and warranty. Contractor shall include all Agreement provisions related to any subcontracted Work in the written agreement between Contractor and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Contractor shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.
- 19.3 Owner shall have the right to request that Contractor terminate any subcontract and remove any Contractor Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.
- 19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.
- 19.5 Contractor shall not allow access to the Site(s) or any portion thereof under the control of the Contractor by any person not acting under the direction and control of Contractor, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.
- 19.6 RESERVED.

20. COMPLIANCE.

- 20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labour Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.
- 20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.
- 20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A FEDERAL GOVERNMENT CONTRACT OR FEDERALLY FUNDED CONTRACT:** In connection with its performance of Work pursuant to a federal government contract or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all laws and regulations specific to and applicable to such contracts, including without limitation, regulations and laws regarding employment and non-discrimination, Executive

Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.

21. SITE REQUIREMENTS.

- 21.1 For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.
- 21.2 Owner shall have the right to place its forces or any other contractor's forces at the Site to perform work not included in the Agreement. All Work performed by Contractor shall be undertaken in full cooperation with Owner's personnel or the personnel of other contractors at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or activities at the Site. Contractor's forces shall work in harmony with all such other forces, and in accordance with Owner's schedules.
- 21.3 Contractor represents that prior to commencing Work it has advised its forces of Owner's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Contractor's execution and completion of the Work. Contractor agrees and acknowledges that Information provided by Owner concerning Site conditions has been used for reference only and shall not be claimed to relieve Contractor from its obligation to independently assess the requirements of the Work.
- 21.4 Contractor shall plan and execute the Work in such a way to avoid any unscheduled interruption of utility service.
- 21.5 The Contractor shall use only the established roads for the performance of the Work, and any such temporary roads approved by Owner and necessary for Work. When necessary to cross curbing, sidewalks or similar features, they must be properly protected, and if damaged, shall be restored to previous condition at Contractor's expense.

22. INCIDENTAL MATERIALS AND CONSUMABLES.

Contractor, at its sole expense and prior to delivering consumables or materials incidental to performance of Work at the Site, shall inspect or test such consumables or materials to ensure compliance with the Agreement, including the Specifications.

23. HAZARDOUS MATERIALS.

- 23.1 Contractor shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials

or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.

- 23.2 Contractor shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Contractor shall comply fully with all Environmental Laws. Contractor is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Contractor shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Contractor shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.
- 23.3 Contractor shall defend and indemnify Owner, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Contractor Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Contractor and Contractor Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Contractor or Contractor Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Contractor, Contractor Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Contractor or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.
- 23.4 Contractor agrees to use the EPA identification number assigned to the Site at which Contractor is working. The use of such EPA number shall not constitute assumption of environmental liability by Owner. In the event Owner has no EPA number for the Site in question, Contractor shall apply for a temporary number.
- 23.5 No chemical consumable product may be delivered to any Site without prior written approval by the Owner's Representative or designee in the manner provided in the first paragraph of this Article 23. As a condition precedent to such pre-approval, Contractor shall identify to Owner's Representative any and all chemical consumable products that will be used in performing the Work or are listed on the Site's approved Chemical Consumables Products List. Such identification shall include a copy of the product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the Work. Owner's consideration of Contractor's request shall involve the products' health and safety hazards, environmental and fire hazards, potential for degrading Owner's systems or components, potential for creating Hazardous Materials, and availability of suitable alternatives. A substitute product may only be used following the receipt of express written permission by the Owner's Representative. Contractor is solely responsible for any costs or expenses incurred by Owner as a result of Contractor's use of a product that has not been specifically authorized.
- 23.6 Following completion of the Work, Contractor shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Contractor shall promptly remove any and all equipment and consumables from the Site. In the event that Contractor fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Contractor. Such expenses to be borne by Contractor include the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and

disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be affected by Contractor, at Contractor's sole cost and expense.

24. RESERVED

25. SAFETY PRACTICES. SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY.

- 25.1. Contractor and Contractor Resources shall be instructed, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures (available upon request) applicable to the Work, and any addenda revisions or updates thereto;; and; (2) those policies and procedures referenced in the Agreement or Order. Contractor shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with the Owner. Contractor shall have the sole responsibility to see that such persons are so informed, properly trained and that safety practices are followed.
- 25.2. Contractor shall establish and maintain safeguards, controls, work rules, or other measures to protect the Equipment, and/or the Owner's property that is placed under Contractor's control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Contractor shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, standards, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through an Owner web-site. Contractor shall conduct safety briefings and job hazard assessments. Upon Owner's request, Contractor shall provide documentation, confirming Contractor's compliance with this Article 25, including OSHA logs, qualification requirements and training certifications, licenses and detailed job safety and hazard assessment job plans, and reports of accidents involving Contractor Resources during the performance of the Work on Owner's Site.
- 25.3. While performing all Work, Contractor shall, and shall ensure that Contractor Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable to the Work and/or the Site Contractor shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.
- 25.4. Contractor shall train all Contractor Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.
- 25.5. Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Contractor shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.
- 25.6. For any Work that takes place at Owner facilities, Contractor shall comply with Owner's security requirements then in effect. Contractor Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Contractor shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Contractor for loss of or damage to such tools or equipment.

- 25.7. Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.
- 25.8. RESERVED.
- 25.9. In the event that Owner personnel observe and/or determine that a portion of Contractor's Work has been performed in nonconformance with the Agreement and if the continued existence of that portion of the Work in its then current state poses a threat of property damage or bodily injury to Owner, Owner personnel, other persons or the public, Owner shall have the right to correct the nonconforming Work or place the nonconforming Work in a safe condition. Owner shall notify Contractor verbally as soon as possible after discovering the nonconforming Work. Owner shall confirm the observation in writing within seven (7) days. If Owner has not yet paid for the Work, Owner may deduct the costs of affecting such repair from the outstanding amount due for the Work. If Owner has already paid for the Work, Contractor shall reimburse Owner for Owner's Direct Actual Costs for such repair. Contractor shall make good any damage resulting from lack of protective precautions. It shall adequately protect adjacent private and public property.
- 25.10. Contractor shall exercise the utmost care and shall carry on all activities under the supervision of properly qualified Contractor Resources. In the event of an emergency affecting the safety of the public, the Work, or property, or in the event of a release of Hazardous Materials Contractor shall as soon as reasonably practicable but in no event later than four (4) hours from the occurrence, notify Owner of the occurrence and details of such events. Contractor is hereby permitted to act at its own discretion to prevent such threatened loss or injury without special instructions or authorization from Owner's Representative except in the event of a release of Hazardous Materials. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement or by arbitration.
- 25.11. RESERVED.
- 25.12. Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior 7 years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.
- 25.13. For any serious safety incident that (1) occurs during any work that is under Contractor's supervision at any of Contractor's work locations, (2) is required to be reported to OSHA and (3) results in either a fatality of any employee of, or hospitalization of one (1) or more employees of, Contractor or a subcontractor to Contractor, Contractor shall notify Owner within five (5) Days after such safety incident.
- 26. DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS**
- 26.1 Except as otherwise specified in the Agreement, delivery of any equipment and materials to be purchased by the Owner shall be F.B.O. Destination. Whenever Contractor provides equipment that will not be subject to further work by Contractor, title and risk of loss shall pass to Owner upon the delivery of the equipment F.O.B. Destination set forth in the Agreement and Acceptance. Except as otherwise expressly agreed to by the parties in writing in the Agreement Owner shall not pay any amount for transportation or packing.
- 26.2 Except as provided for in Section 26.1 above, title to all equipment and materials supplied by Contractor shall pass upon Acceptance of Work by Owner.

- 26.3 Title to all materials to be removed by Contractor shall pass to Contractor upon the loading of the materials into the containers supplied by Contractor or onto Contractor's truck, whichever occurs first. For purposes of this Section 26.3, the term Contractor shall include any Subcontractor performing Work under the Agreement.
- 26.4 RESERVED
- 26.5 Contractor shall deliver the equipment and materials purchased by Owner to the location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.
27. **CLEANUP.**
For Work performed at any Site, Contractor shall at all times keep the Site free from accumulations of waste material or rubbish. Unless otherwise directed by Owner or except for Scrap, or material to be retained by Owner pursuant to Article 29 "MATERIALS", Contractor shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations. This requirement shall not apply to property that the Owner expressly grants its permission to be used for permanent disposal of rubbish or waste materials, provided such disposal is carried out by the Contractor in accordance with any and all conditions under which such permission is granted.
28. **SCRAP.**
Unless otherwise expressly provided in the Agreement documents, at least five (5) business days prior to the commencement of the Work, Contractor shall notify the Owner's Representative of any Scrap to be generated from the Work and request direction regarding storage or disposal of such Scrap. Contractor shall comply with directions regarding Scrap disposal or storage provided by Owner's Representative. Except with respect to Scrap that Owner expressly directs Contractor to dispose of or otherwise take title to and manage, Owner shall retain title in all Scrap; provided, however, that Contractor shall bear risk of loss for Scrap that Owner wishes to retain until Contractor delivers such Scrap to the point of storage designated by Owner.
29. **MATERIALS.**
Contractor shall exercise reasonable care in the receipt, storage, handling, and installation of all materials, whether supplied by Owner, by Contractor, or by another contractor. All excess material supplied by or charged to Owner shall be handled and managed as directed by Owner.
30. **REMOVAL OF EQUIPMENT.**
Except as required to comply with the directions of Owner or Contractor's surety upon takeover of the Work, Contractor shall promptly remove all Contractor provided equipment, materials and supplies from the Site upon completion or termination of the Agreement subject to requirements set forth in Article 27 "CLEANUP". If Contractor fails to complete such removal within fifteen (15) days after notice from Owner, Owner may elect (i) to retain all or any portion of such remaining equipment, materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of Contractor.
31. **INSURANCE BY CONTRACTOR.**
As a condition to undertaking the Work, Contractor shall acquire, at its sole cost and expense, the following insurance coverage (or equivalent) from insurers with an A.M. Best rating of A- or better, with the indicated amounts and shall maintain such required insurance coverages during all Work and until the date of final payment under the Agreement or Acceptance of all Work under the Contract, unless a longer period is specified below:
- 31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than \$100,000.

- 31.2 Comprehensive or Commercial General Liability Coverage on standard bureau form excluding Professional Liability but including Operations, Products and Completed Operations, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement or Acceptance of all Work under the Agreement, whichever is later, unless the Work is to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.
- 31.3 Comprehensive Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per accident.
- 31.4 RESERVED.
- 31.5 All policies contemplated in this Article 31 other than Workers' Compensation shall be endorsed to include Owner, its affiliates and their respective directors, officers, employees and agents (including the Owner's Representative), as additional insureds as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.
- 31.6 Contractor shall provide certificates of insurance to owner to evidence Contractor's insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Work. Contractor shall ensure that its broker shall provide Owner with replacement certificates evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates shall be grounds for withholding payment and/or termination of the Agreement. Owner shall have the right to review policy documents in the event a claim is filed thereunder.
- 31.7 Such insurance coverage shall be primary to any other coverage available to Owner or its affiliates, and shall not be deemed to limit Contractor's liability under the Agreement.
- 31.8 Contractor shall have and maintain in effect the insurances required by this Article 31 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including Contractor's warranty obligations. In addition, Contractor whose scope of work may include professional services shall procure tail coverage through the applicable warranty period on each errors and omissions policy maintained in accordance herewith upon the expiration and/or non-renewal thereof, unless Contractor's replacement errors and omissions policy provides continuing coverage for the Work through the applicable warranty period.
- 31.9 Contractor shall be solely responsible for payment of any and all deductible amounts relating to any and all of the policies of insurance required by this Article 31.
- 31.10 For any Services to be provided by any Subcontractor, Contractor shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31.

32. INDEMNIFICATION BY CONTRACTOR.

To the fullest extent permitted by Law, Contractor shall be responsible for and shall indemnify, and shall defend and save Owner, its affiliates and their respective

employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the acts or omissions of Contractor Resources or related to the Work or Contractor's obligations under the Agreement Documents. Contractor further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Agreement. Nothing in this Article shall derogate or reduce Contractor's obligations under Article 31 hereof.

33. INFRINGEMENT OF PROPRIETARY RIGHTS.

33.1 Contractor shall indemnify, defend and hold harmless Owner, its parent, affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Contractor has, other than solely for Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.

33.2 If Owner provides Contractor notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Contractor shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

34. CONFIDENTIAL INFORMATION.

34.1 Each party acknowledges that it may be necessary to disclose Confidential Information to the other party. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each party shall maintain the Confidential Information of the other party in a secure and confidential manner. Each party shall exercise the same degree of care and security that it exercises with its own Confidential Information and in no event less than a reasonable degree of care and security. Contractor agrees to use Owner's Confidential Information solely for the provision of Work and to not disclose to third parties or to publish any of Owner's Confidential Information without Owner's advance written consent. However, if Owner, within one hundred eighty (180) days of receipt of Contractor's Confidential Information, disputes the proprietary nature of such Information by written notice to Contractor, the parties shall consult to resolve such dispute. Each party shall advise its employees, contractors, consultants, agents and those under its and/or their respective control of these requirements for confidentiality with regard to Confidential Information.

34.2 Owner shall have the right, without Contractor's approval, to disclose Contractor's Confidential Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. If Owner discloses Contractor's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Contractor prior to disclosure and, at Contractor's sole cost and expense, cooperate in any effort by Contractor to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Contractor's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

- 34.3 Any Information transmitted to either party will not be deemed Confidential Information if that Information is: (a) in the receiving party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving party; or (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other party subject to requirements of confidentiality.
- 34.4 Contractor shall notify Owner as soon as possible in writing if any Confidential Information provided to Owner has been changed to a non-proprietary status.
- 34.5 The provisions of this Article 34 shall also apply to Information that a party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.
- 34.6 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Contractor. Within fifteen (15) days of receipt of such notice, Contractor shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Contractor shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.
- 34.7 In the event any Confidential Information of Owner is disclosed to Contractor by Owner under this Article 34, Contractor shall not make use of such Confidential Information, other than for Owner's sole benefit and for the sole purpose related to the Work for which the Confidential Information has been disclosed.
- 34.8 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.
- 34.9 RESERVED.

35. REPRESENTATION.

35.1 Services Representation

- 35.1.1 Contractor represents that any Services performed or provided by, through, or on behalf of Contractor as part of or in connection with the Agreement shall (i) be performed by Contractor Resources who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in accordance with the highest professional standards applicable to the utility industry and the industry applicable to such Services; and (ii) comply with and conform to all provisions and requirements of the Agreement and to any and all provisions of any and all applicable laws.
- 35.1.2 Within the period of two (2) years after Final Acceptance of all Work under the Agreement, if Owner determines that any portion of the Services performed by, through, and/or on behalf of Contractor fails to comply with the representations set forth above, or if a defect or error is discovered in any Information supplied with such Services, Contractor shall, at its sole cost and at Owner's option, (i) correctly re-perform such Services or correct the defect or error in the Information, or (ii) return to Owner the charges paid by Owner and attributable to such Services or defective or erroneous Information supplied. Owner shall have the right to set-off

against other amounts due Contractor hereunder or otherwise any amount owed by Contractor to Owner under this Article 35.

35.1.3 RESERVED.

35.2 Supplier Warranties. Contractor shall take all reasonable steps to transfer for the benefit of Owner all warranties or guarantees available from the suppliers of any portion of the Work.

35.3 RESERVED

35.4 Equipment and Materials Warranty.

35.4.1 For a period of one (1) year after Acceptance of all Work under the Agreement, Contractor warrants that all Equipment and materials it supplies shall be new when delivered and free from defects in title, design, material and workmanship and shall conform to the Specifications set forth in the Agreement.

35.4.2 Within the period of two (2) years after Final Acceptance of the Equipment and materials, if Owner determines that the warranty set forth above is breached, Contractor shall at its sole cost and expense and at Owner's option, either repair or replace the affected Equipment and materials.

35.4.3 Contractor shall have no obligation for breach of warranty if Owner fails to store, operate or maintain equipment supplied by Contractor in accordance with Contractor's written instructions furnished to Owner as part of the Work provided that Owner shall not be required to comply with standards that exceed those generally accepted in the industry.

35.5 Completion Representation. Contractor represents that it shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to causes attributable to Contractor or Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including the following measures: placing Contractor Resources on extended working hours; assigning additional personnel to the Work, and prioritizing Contractor's resources and obligations to ensure that the Work is completed on schedule.

35.6 Additional Warranty Provision.

35.6.1 Owner shall notify Contractor in writing of any breach of warranty.

35.6.2 In addition to its other warranty obligations, Contractor shall reimburse Owner for Owner's Direct Actual Costs to provide Contractor access to such defective Work and to restore facilities disturbed by such access.

35.6.3 If any defect in Contractor's Work, including corrective Work, is latent and not discoverable by Owner's reasonably careful inspection during the initial warranty period, the applicable warranty period shall be extended to a cumulative period of seven (7) years.

35.6.4 Corrective Work performed by Contractor shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period plus an additional two years.

35.6.5 The warranties provided for in this Article 35 shall apply regardless of where the Work is performed.

35.6.6 In the case of Work affecting government-owned property, warranties shall also be enforceable directly by the applicable government agency having jurisdiction.

35.7 Subcontractor Warranties.

35.7.1 Contractor shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Owner as well as for Contractor. Contractor shall ensure that the benefit of any warranty offered by any Subcontractor at any tier is passed through to Owner, shall provide a copy of the terms of any such Subcontractor warranty to Owner, and shall identify relevant Subcontractor contracts and otherwise actively assist Owner, as required or desired by Owner and without additional charge, in enforcing any such warranty in the event such enforcement should become necessary.

35.7.2 The existence and/or absence of any Subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impair in any manner whatsoever Contractor's obligations to Owner hereunder.

36. LIMITATION OF LIABILITY.

36.1 CONTRACTOR'S LIABILITY TO UTILITY UNDER THE AGREEMENT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, AGREEMENT, STRICT LIABILITY, OR OTHERWISE SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE AGREEMENT, PLUS (ii) FOR DAMAGES CONTRACTOR IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE CONTRACT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO THE UTILITY, AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY UTILITY TO CONTRACTOR UNDER THE CONTRACT OR TWO MILLION DOLLARS (\$2,000,000). OWNER'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THE AGREEMENT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 "TERMS OF PAYMENT" THAT HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

36.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

36.3 CONTRACTOR WAIVES ALL CLAIMS AGAINST UTILITY FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE AGREEMENT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR RESOURCES IN CONNECTION WITH THE AGREEMENT.

36.4. The parties understand and agree that the liability of Contractor to Owner under the Agreement, at law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 "INSURANCE BY CONTRACTOR".

37. RIGHTS AND LIABILITIES OF PRINCIPALS.

All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.

38. WAIVER OF MECHANIC'S LIENS.

Owner may condition payment to Contractor upon the receipt of lien waivers and releases from Contractor and all applicable Subcontractors. Contractor, for itself and Subcontractors at any tier, shall suffer no liens to exist upon any Site or other Owner

property or Equipment and shall be responsible for any costs or liabilities arising from any liens. Upon Owner's request, Contractor shall obtain, without additional cost to Owner, a bond satisfactory to Owner to indemnify Owner against such liens and charges.

39. DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.

- 39.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other written notice of any dispute, which notice shall include a summary of that party's position and the name and title of the executive who will be representing that party. Within fifteen (15) days after delivery of the notice, the receiving party shall respond with a summary of that party's position and the name and title of the executive who will represent that party. Within thirty (30) days after the initial notice, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.
- 39.2 If the dispute has not been resolved by negotiation within forty-five (45) days after the disputing party's notice, or if the Parties failed to meet within thirty (30) days, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.
- 39.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under Three Million Dollars (\$3,000,000), or three arbitrators, for disputes involving amounts in the aggregate equal to or greater than Three Million Dollars (\$3,000,000), of whom each party shall designate one in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with the third arbitrator selected pursuant to CPR Rules 5 and 6. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner's option, Hartford, Connecticut or Boston, Massachusetts.
- 39.4 Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Agreement. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. Each Party shall be responsible for its own costs and expenses, including attorney's fees. Unless otherwise directed in writing by Owner and to the extent permitted by law, Contractor shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Dispute between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Owner from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.
- 39.5 Each Party will proceed in good faith to conclude the arbitration proceeding as quickly as reasonably possible. If a party refuses to participate in an arbitration proceeding as required by this Agreement, the other party may petition any governmental authority having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party. The parties hereby

consent to the exclusive jurisdiction of the courts of the State of Connecticut or the Commonwealth of Massachusetts for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.

40. ADVERTISING.

Unless authorized in writing by Owner or except as required by applicable law, Contractor shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Agreement.

41. BINDING EFFECT; ASSIGNMENT.

The Agreement shall be binding upon the parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Contractor is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Contractor, upon discovering that Contractor has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.

42. WAIVERS.

The waiver by any party of a breach of and/or other non-compliance with any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.

43. APPLICABLE LAW.

43.1. The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law *provided* that if the Site is located entirely outside of the State of Connecticut, then the Law of the State/Commonwealth where the Site is located (and where the Work is performed) may govern certain aspects of the enforcement of the rights and remedies of Owner (including legal process and procedure) with respect to such Work.

43.2. RESERVED

44. NOTICES; DEMANDS.

All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Owner, to the individual set forth on the "Direct Inquiries" line on Owner's Purchase Order at the address set forth thereon; or (b) with respect to each of the Owner's Representative, Contractor or the Contractor's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.

45. RIGHT TO AUDIT.

Owner shall have the right to inspect and audit all of Contractor's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Agreement. Contractor shall provide for such right to audit by Owner in all contracts with Subcontractors relating to the Work or the Agreement.

46. DOCUMENT RETENTION.

Except as set forth in Section 6.5 "INFORMATION", Article 34 "CONFIDENTIAL INFORMATION" and below in this Article 46, all Information shall remain the exclusive property of Owner, regardless of where it is stored. Contractor shall preserve Owner's Information in its care, custody or control for a period of six (6) years following Final Acceptance of the Work or return such Information to Owner in a form acceptable to Owner. Contractor shall not destroy any such Owner Information prior to the expiration of such six (6) year period absent Owner's prior written consent. Owner reserves the right to access such Owner Information at any time while such Information is in Contractor's possession and such Information shall be provided to Owner on a timely basis whenever requested, regardless of whether such requests are for audits, regulatory or legal proceedings such as lawsuits or arbitrations. Any Owner Information in Contractor's possession shall be disclosed to third parties only as necessary to comply with applicable laws and government orders or requests so long as Owner receives advance written notice of such disclosure and an opportunity to contest such requests. Contractor agrees to access Information in its possession only for the purposes of performing the Work and to operate or maintain its information systems and will take appropriate and Owner approved measures and precautions to protect against unauthorized access or disclosure. Contractor agrees for itself, and on behalf of any Subcontractor, to (a) access Owner Information in its, or in any Subcontractor's, possession only for the purpose of performing the Work on a Project, and (b) operate, maintain and/or take appropriate and Owner-approved measures and precautions to protect its information systems against unauthorized access or disclosure of Owner Information. Contractor shall be responsible for ensuring that Owner Information is protected from damage and/or loss while in the care, custody or control of Contractor and/or any Subcontractor, including making backups of Information and using disaster recovery best practices for any computer systems used to store Information. Owner reserves the right to audit Contractor to ensure such Information is managed in accordance with this Article 46. The foregoing obligations and restrictions regarding disclosure of Information in this Article 46 shall not apply to Contractor's Confidential Information, which shall be governed by Article 34 "CONFIDENTIAL INFORMATION". The provisions of this Article shall survive the termination of the Contract and shall bind the parties and their successors and assigns.

47. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN.

47.1. Owner fully supports the government's policies of ensuring that Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service-Disabled Veteran-Owned Small Businesses (SDV), Veteran-Owned Small Businesses (VE) and Businesses Located in and qualified as Historically Underutilized Business Zones (HUBZone) have every opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of SDB, WOSB, SDV, VE and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2. For all contracts in excess of five-hundred thousand dollars that offer subcontracting opportunities, Contractor will be required to submit data and/or subcontracting plans regarding Contractor's utilization and intended utilization of such SDB, WOSB, SDV, VE and HUBZone during the term of the Agreement as follows:

47.2.1 Eversource Energy; Procurement Department; P.O. Box 270; Hartford, CT 06141-0270

If direct subcontracting opportunities do not exist, Contractor nonetheless may be required to submit data and/or subcontracting plans regarding indirect spend. Contractor shall supply Contractor's subcontracting plan to Owner within a reasonable time after the effective date of this Agreement (but in no event more than sixty (60) days after the effective date) and shall fully comply with such plan in performing the Work.

47.3. The text of FAR 52.219 may be accessed electronically at the following address: <https://www.acquisition.gov/far/>. To the extent applicable to Work performed pursuant to

a federal government Agreement, this Article 47 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

48. PRIORITY OF DOCUMENTS.

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Owner: (1) Owner's Order; (2) Special Terms and Conditions (if any); (3) these General Terms and Conditions; (4) Specifications; and (5) any remaining documents referred to in the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. In the absence of written direction from Owner to the contrary, the more/most stringent requirement of the Information included in the Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.

49. SEVERABILITY.

In the event that any provision of the Agreement is deemed invalid or unenforceable, it shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of the Agreement shall remain fully enforceable notwithstanding the unenforceability of any individual provision.

50. FINANCIALS.

Upon written request by Owner, Contractor shall furnish the Owner, the Contractor's financial statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal year, as Owner requests, throughout the term of this Agreement. Such financial statements shall be prepared and certified internally by the chief financial officer of the Contractor and shall be reviewed annually by an independent certified public accountant hired by Contractor. All such non-public financial information shall be considered Contractor's Confidential Information.

51. PERFORMANCE ASSURANCE AND/OR LIQUIDATED DAMAGES.

51.1 Owner may require prior to the signing of the Agreement that Contractor provides performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, any performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Contractor shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Contractor. The Agreement compensation shall include Contractor's cost of procuring such performance assurance, but shall not include any cost for Contractor's extension of such performance assurance due to failure of Contractor to complete Work in accordance with the applicable Work schedule.

51.2 Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

52. NO GIFTS OR INDUCEMENTS.

Contractor warrants and represents to Owner that neither it nor its Contractor Resources have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose. Contractor shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose and shall ensure that no employee or agent of Contractor offers any such gifts, payments or inducements. Contractor also represents and warrants to Owner that it and its Contractor Resources has neither provided nor offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any laws or regulations, including the Foreign Corrupt Practices Act.

53. MOONLIGHTING RESTRICTION

Contractor shall neither employ, nor knowingly permit subcontractors to employ, Owner employees to perform the Work while the employees are employed by Owner

54. CONFLICTS OF INTEREST

Contractor shall disclose to Owner any potential conflict of interest between the Contractor and Owner, and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Owner employees who can make decisions impacting Contractor's business; 2) Owner employees or their family members who have an ownership interest in Contractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate. This policy also applies to any Subcontractor of Contractor who performs Work.

55. APPLICABLE TO EMERGENCY RESPONSE WORK.

55.1 For purposes of this Article 55, the following capitalized terms shall have the meanings set forth below:

55.1.1 "Emergency" means any emergency event expected by Owner or declared by Owner (whether or not such event is declared an emergency by any governmental authority), including stormy weather or other adverse weather conditions that are forecasted to occur or have occurred, that causes, or may cause, damage, interruption, impact or unplanned outages to all or a portion of Owner's utility system. An Emergency does not constitute an event of Force Majeure under the Agreement.

55.1.2 "Emergency Response Work" means Emergency-related Work to be provided by Contractor pursuant to each Emergency Response Work Release, as specified by Owner. Subject to the terms of this Article 55, Emergency Response Work is included within the definition of "Work".

55.1.3 "Emergency Response Work Protocols" means Owner's Emergency Response Work protocols and work standards, procedures and manuals, including Owner's Emergency Storm Restoration Safety Guideline provided to or made available to Contractor, as may be modified from time to time by Owner.

55.1.4 "Emergency Response Work Release" means each release for Emergency Response Work pursuant to an oral communication (i.e., by telephone or in person) or written (i.e., by email, fax or other documentation, in whatever form) issued and/or approved by Owner for Emergency Response Work, in each case under the Purchase Order, and in the form and on such terms determined by Owner in good faith. Contractor's commencement of Emergency Response Work awarded to it by Owner pursuant to each Release shall constitute Contractor's acceptance of all of the provisions of the applicable Release.

55.2 Contractor agrees to provide accurate and complete Information requested by Owner, including Contractor Resources, contact, and other information, in compliance with Owner's processes and procedures, for Emergency Response Work. Contractor shall provide the Information in the **Emergency Response Contractor Profile Form**, and comply with Owner procedures and processes to maintain and update such information,

55.3 In the event of an Emergency, upon Owner's request for information regarding the availability of Contractor Resources and equipment for Emergency Response Work, Contractor shall promptly respond and provide such information within two (2) hours of Owner's request and make a good faith effort to make available such Resources and equipment.

- 55.4 Upon Owner's issuance of an Emergency Response Work Release, Contractor shall provide qualified and trained Resources and equipment that Contractor has committed to deploy, in a timely fashion, time being of the essence. Contractor shall comply with Owner's Emergency Response Work Protocols, and if applicable, furnish Contractor Resources with Personal Protective Equipment (PPE) and tools necessary to perform the Emergency Response Work. If requested by Owner, Contractor Resources shall use any and all field technology provided by Owner in connection with Emergency Response Work, including GPS and wireless communication devices; and upon request and upon completion of the Emergency Response Work, return all Owner supplied equipment, tools, instruments and technology. Contractor shall be charged for any such Owner provided items not returned. Except as otherwise agreed to in writing by Owner, compensation for Emergency Response Work shall be in accordance with the Agreement rates for Work.
56. RESERVED.
57. **INTERPRETATION AND CAPTIONS.**
The parties acknowledge that (a) they are of equal bargaining strength and have jointly participated in the preparation of the Contract; and (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement, any portion thereof, or any amendments thereto. The captions for the Sections and Articles contained in the Agreement have been inserted for convenience only and form no part of the Agreement and shall not be deemed to affect the meaning or construction of any covenants, agreements, conditions or terms of the Agreement.
58. **SURVIVAL.**
All agreements, representations, warranties and covenants made by a party to the Agreement and in the certificates or other documents delivered by a party pursuant to the Agreement shall be considered to have been relied upon by the other party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including, all of Contractor's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.
59. **COMPLETE AGREEMENT.**
The Agreement shall constitute the complete agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Contract and shall not bind the parties. No change to the Contract shall be binding upon the parties unless made in writing and signed by both parties.

**Eversource Energy
General Terms and Conditions**

[SIGNATURE PAGE]

IN WITNESS WHEREOF, Owner and Consultant have executed and delivered this Agreement as of the Effective Date. This Agreement shall not be binding upon Owner until it has been executed by an authorized representative of Owner.

**Eversource Energy Service Company,
Owner**

By: Shamar Kynard

Printed
Name: Shamar Kynard

Title: Procurement Agent

Date: 09/26/2017

**Gannett Fleming Valuation and Rate Consultants, LLC,
Contractor or Consultant**

By: John J. Spanos

Printed
Name: John J. Spanos

Title: Senior Vice President

Date: September 26, 2017

Purchase Order Details

02286986-00007

Status : SENT

Revision:	2
Procurement Agent:	BRIAN BECKWITH
Agent Email	brian.beckwith@eversource
Agent Phone	8606656374

Date of Issue:	6/19/17
Requested Delivery Date:	
Payment Terms:	
Freight Terms:	

Ship Via:	
F.O.B.:	
WM Project :	
WM WO/WR	NU

Vendor ID: RANDSTAD-001

Vendor Name: RANDSTAD US LP

3625 CUMBERLAND BLVD SUITE 600
ATLANTA, GA

Contact: PATRICK J. RUSSELL

Ship To: BERLIN CORPORATE HEADQUARTERS
107 SELDEN ST
BERLIN, CT, 06037

Attention:

Contact #:

Drop Ship

Contract #: 02286986

Phone: 770-303-6682

Fax:

Bill To: EVERSOURCE BILL TO

P.O. BOX 5017
HARTFORD, CT, 06102-5017

Attention:

Contact #:

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	NONTAX ST HOURS			0.00	8250000.00		8250000.00	8250000.00	4/14/17
Additional Desc :									

Approved Mfgr Model # Part # Instructions :

PO Line: 2

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	NONTAX OT HOURS			0.00	325000.00		325000.00	325000.00	4/14/17
Additional Desc :									

Approved Mfgr Model # Part # Instructions :

PO Line: 3

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	NONTAX EXPENSES			0.00	60000.00		60000.00	60000.00	4/14/17
Additional Desc :									

Approved Mfgr Model # Part # Instructions :

Purchase Order Details

Total PO Cost: 8635000.00 USD

Purchase Order Details

Terms and Conditions

.....
COMPETE

.....
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

.....
LOOKUP YOUR INVOICE STATUS- WWW.EVERSOURCE.COM

.....
INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO

.....
SEPARATE DUAL SIGNED CONTRACT GOVERNS AGREEMENT

Purchase Order Details

02286986-00011

Status : SENT

Revision:	5
Procurement Agent:	George, Janice
Agent Email	janice.george@eversource.
Agent Phone	8606652048

Date of Issue:	6/19/17
Requested Delivery Date:	
Payment Terms:	
Freight Terms:	

Ship Via:	
F.O.B.:	
WM Project :	
WM WO/WR	NU

Vendor ID: RANDSTAD-001

Vendor Name: RANDSTAD US LP

3625 CUMBERLAND BLVD SUITE 600
ATLANTA, GA

Contact: PATRICK J. RUSSELL

Ship To: BERLIN CORPORATE HEADQUARTERS
107 SELDEN ST
BERLIN, CT, 06037

Attention:

Contact #:

Drop Ship

Contract #: 02286986

Phone: 770-303-6682

Fax:

Bill To: EVERSOURCE BILL TO

P.O. BOX 5017
HARTFORD, CT, 06102-5017

Attention:

Contact #:

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	NONTAX ST HOURS			0.00	59750000.00		59750000.00	59750000.00	4/14/17
Additional Desc :									

Approved Mfgr Model # Part # Instructions :

PO Line: 2

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	NONTAX OT HOURS			0.00	2625000.00		2625000.00	2625000.00	4/14/17
Additional Desc :									

Approved Mfgr Model # Part # Instructions :

PO Line: 3

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	NONTAX EXPENSES			0.00	1575000.00		1575000.00	1575000.00	4/14/17
Additional Desc :									

Approved Mfgr Model # Part # Instructions :

Purchase Order Details

Total PO Cost: 63950000.00 USD

Purchase Order Details

Terms and Conditions

.....
COMPETE

.....
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

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LOOKUP YOUR INVOICE STATUS- WWW.EVERSOURCE.COM

.....
INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO

.....
SEPARATE DUAL SIGNED CONTRACT GOVERNS AGREEMENT

CORPORATE SERVICES AGREEMENT

This Corporate Services Agreement ("**Agreement**"), dated December 12, 2016 ("**Effective Date**"), is by and between Randstad General Partner (US) LLC d/b/a Randstad Corporate Services ("**RCS**"), a Delaware limited liability company having offices at 925 Northpoint Parkway, Alpharetta, GA 30005, and Eversource Energy Service Company, for itself and as agent for its affiliates ("**Client**"), a Connecticut corporation having offices at 107 Selden Street, Berlin, CT 06037. Each of RCS and Client may individually be referred to as a "**Party**", as the case may be (and collectively, the "**Parties**").

RECITALS

A. RCS is engaged in the business of providing corporate services related to the engagement of temporary employees and suppliers of temporary employees and, if applicable, certain other services as described in this Agreement.

B. The purpose of this Agreement is to establish an ongoing relationship between Client and RCS so that RCS may provide such corporate services and, if applicable, certain other services to Client as described in this Agreement together with the following exhibits and attachments, which are hereby incorporated into the Agreement by reference:

- Exhibit A - Corporate Services;
 - Schedule 1: Services; Fees; and Screenings
 - Schedule 2: Temporary Employment Agreement and Waiver and Eversource Supplier Code of Conduct (draft attached – final version and updates to be provided by Client when completed)
 - Schedule 3: End User License Agreement (End User Acceptance Form, Exhibit A – End Client Terms of Use);
- Exhibit B - IT Security Requirements
- Exhibit C - Performance Criteria
- Exhibit D - Statement of Work
 - Schedule 1 to Exhibit D – Business Rules
- Exhibit E - Eversource Background Screening Manual, as the same may be updated from time to time
- Exhibit F - RCS CIP Contractor Compliance Agreement
 - Attachment A: Criminal Background Check Standards Matrix
 - Attachment B: Authorized Personnel Certification
 - Attachment C: Confidential CII Nondisclosure Agreement
 - Attachment D: Staffing Suppliers CONTRACTOR CIP COMPLIANCE AGREEMENT
 - Schedule A: Criminal Background Check Standards Matrix
 - Schedule B: Authorized Personnel Certification
 - Schedule C: Confidential CII Nondisclosure Agreement

C. The Parties wish to set forth herein the general terms and conditions of their working relationship, under which RCS would provide the MSP services, and if applicable, certain other services, to Client.

In consideration of the mutual promises, covenants, warranties and representations exchanged between the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows as of the date first set forth above:

1. Services:

1.1 This Agreement is applicable only to the Randstad Corporate Services division of Randstad General Partner (US) LLC, and is not intended to apply to any other division of Randstad General Partner (US) LLC, provided that Randstad General Partner (US) LLC shall be responsible and liable for any acts or omissions of the Randstad Corporate Services division or any other division or affiliate performing services for Client under the Agreement.

1.2 "**Services**" shall mean the Corporate Services described in Exhibit A and Exhibit D. This Agreement applies only to the Corporate Services. If the Parties desire to add additional services, they will execute additional

amendments to add additional service exhibits this Agreement. Such services, once added to this Agreement pursuant to the terms of this Agreement, shall be deemed to fall within the definition of "Services".

1.3 Pricing, invoicing and payment terms for services performed under this Agreement shall be as set forth in the applicable Exhibit under which such services are performed.

1.4 In the event of a conflict between the body of the Agreement and an exhibit to the Agreement ("Exhibit"), the Exhibit will control with respect to the services provided thereunder. The Exhibits or other documents attached to this Agreement shall be deemed part of the Agreement. Expiration or termination of the Agreement shall terminate the Exhibits or other documents attached to this Agreement, unless such Exhibit or other documents attached to this Agreement explicitly state the same shall survive such expiration or termination of the Agreement.

1.5 Nothing in this Agreement shall be deemed to restrict the right of either Party to enter into similar agreements with third parties (without restriction as to number, location and subject matter of such agreement) or to deal with, obtain from or provide services to third parties; provided, however, that Client shall not enter into any new agreements utilizing any third parties to provide managed staff augmentation services during the term of the Agreement (recognizing that Client shall be winding down affairs with its current service provider of staff augmentation services). This Section 1.5 shall not restrict Client from entering into separate agreements with other Talent suppliers for direct hires that are not under contract with RCS or contacting Staffing Suppliers that are under an Agreement with RCS, to solicit candidates, subject to the fee schedule of this Agreement.

2. Term of Agreement: Except for any earlier terminations authorized under this Agreement, this Agreement shall commence on the Effective Date and shall continue in full force and effect for an initial term of five (5) years and may be renewed by Client after the initial term for renewal terms of one year upon written notice to RCS prior to the expiration of the then current term. In the event Client exercises its right to terminate this Agreement for convenience prior to the first anniversary of the Effective Date of this Agreement, Client shall pay RCS for its unamortized costs related to the outlay of implementation costs. Client shall have no obligation to pay RCS for its unamortized costs related to the outlay of implementation costs in the event Client exercises its right to terminate this Agreement for cause.

3. Representations and Warranties:

3.1 RCS and Client represent and warrant to each other that: (i) it has full power and authority to enter into the Agreement and to perform the obligations set forth herein, and (ii) the execution, delivery and performance by such Party of the Agreement will not conflict with or violate any law, rule or regulation to which it is subject, or any agreement or other instrument applicable to it.

3.2 RCS further represents and warrants to Client that: (i) Services shall be performed in accordance with applicable professional standards and quality and in compliance with all applicable laws and the terms of the Agreement; (ii) it and its employees performing Services have all of the necessary qualifications, licenses, permits and/or registrations to perform the Services in accordance with the terms and conditions of the applicable agreement, and at all times during the applicable agreement term, all such qualifications, licenses, permits and/or registrations shall be current and in good standing; and (iii) prior to the assignment of any Talent (as defined in Exhibit A) to Client, RCS shall obtain either from the Staffing Supplier for such Talent or otherwise, all screening, background checks and testing documentation required under this Agreement and/or required by applicable laws or regulations, and shall have reviewed the same and confirmed the compliance of such screening documentation with such requirements.

3.3 Each Party represents that (a) it is not owned or controlled by any party which is, and neither Party nor any of its or their subsidiaries, nor any directors, officers or employees of it or of any of its subsidiaries are, a party targeted by Sanctions (as defined below) and (b) that no party which owns or controls it and none of the Party nor any of its subsidiaries, directors, officers or employees of it are or have ever been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions. Each Party shall (y) take reasonable measures to ensure that that such Party and its subsidiaries comply with Sanctions and not engage in activities that would cause the other Party or the other Party's employees to violate Sanctions and (z) Client ensure that it shall not provide funds to RCS that are derived from business or transactions with a party targeted by Sanctions, or from any action which is in breach of any Sanctions. "Sanctions" shall mean any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any (relevant) sanctions authority.

3.4 EXCEPT AS SET FORTH IN THE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Indemnification:

4.1 RCS shall defend, hold harmless and indemnify Client, its Affiliates and their respective officers, directors, employees, and agents from and against all claims, losses, liabilities, damages, or expenses, including reasonable attorney's fees and other costs of legal defense to the extent alleged to have been proximately caused by: (i) a breach of any of the representations, warranties or covenants of the Agreement by RCS; (ii) any legal noncompliance; (iii) any claim of infringement of any intellectual property rights of any third party (provided, however, that RCS shall have no obligation to defend any suit based on claims of infringement to the extent such claims arise as a result of: (w) Client's combination of deliverables or Services with other products or services not foreseeable under the Agreement; (x) RCS's implementation of a Client-provided design and/or specifications that are the cause of the infringement; (y) Client's modification of the deliverables; or (z) the incorporation of materials or software provided to RCS by Client); or (iv) RCS's gross negligence, willful misconduct, or willful misrepresentation.

"Affiliate(s)" shall mean any entity directly or indirectly controlling, controlled by, or under common control with a Party. "Control", "controlling", "controlled by", or "common control" mean, with respect to any entity, the power to direct, or cause the direction of, the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

If Client provides RCS notice of a claim of infringement with respect to any material, technology or information used in connection with the Services (collectively, the "**Product**") or Client's use of all or any portion of the Product is enjoined due to such claim of infringement and such infringement did not arise as a result of any of (w) through (z) above, RCS shall promptly and at its sole expense either (i) procure for Client the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Client's uninterrupted use of the Product, provided that the foregoing shall not be construed to limit RCS's indemnification obligation set forth in this Section 4.1.

4.2 Client shall defend, hold harmless and indemnify RCS, its Affiliates and their respective officers, directors, employees, and agents from and against all claims, losses, liabilities, damages, or expenses, including reasonable attorney's fees and other costs of legal defense resulting from any third party claim, in proportion to and to the extent proximately caused by: (i) a breach by Client of any of Client's representations, warranties or covenants of the Agreement; (ii) Client's gross negligence, willful misconduct, or willful misrepresentation; (iii) Client's misuse or misappropriation of the VMS or its failure to comply with the terms of the VMS EULA or (iv) Excluded Liabilities (as defined below). In addition, RCS shall comply with the screening criteria provided by Client in Exhibit E - Eversource Background Screening Manual -Appendix B Criminal Background Check Standards Matrix and Attachment D: Staffing Suppliers CONTRACTOR CIP COMPLIANCE AGREEMENT -Schedule A: Criminal Background Check Standards Matrix, as such matrices may be amended from time to time. Client agrees to indemnify, defend and hold harmless RCS, and its directors, officers, shareholders, and employees, from and against all claims, suits, demands, losses, damages or penalties, including reasonable attorneys' fees and costs, directly resulting from use of the Criminal Background Check Standards Matrices to the extent use of the Criminal Background Check Standards Matrices screening criteria is determined to be unlawful.

4.3 RCS and Client agree: (a) to notify the indemnifying Party in writing of any asserted claim promptly and make commercially reasonable efforts to notify the other Party within ten (10) days of learning of the claim, (b) to permit the indemnifying Party to defend or settle the claim, and (c) to cooperate fully in any investigation, defense or settlement negotiations.

5. Limitation on Liability: EXCEPT WITH RESPECT TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS

OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

THE MAXIMUM, CUMULATIVE, AND AGGREGATE LIABILITY OF A PARTY, ITS AFFILIATES, AND THE RESPECTIVE SHAREHOLDERS AND PERSONNEL OF EACH OF THE FOREGOING, IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000); PROVIDED HOWEVER THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE FOLLOWING:

- A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT;
- RCS'S INDEMNITY OBLIGATION FOR INTELLECTUAL PROPERTY INFRINGEMENT OR NONCOMPLIANCE WITH LAWS;
- THE PERSONAL INJURY OR PROPERTY DAMAGES CAUSED BY RCS EMPLOYEES AND AGENTS, FOR WHICH RCS SHALL BE FULLY LIABLE IN AN AMOUNT NOT TO EXCEED ON AN ANNUAL BASIS THE INSURANCE COVERAGE ANNUAL AGGREGATE AMOUNTS REQUIRED UNDER THE AGREEMENT; AND
- THE WILLFUL MISCONDUCT, NEGLIGENCE OR UNLAWFUL ACTIONS, INACTIONS, ERRORS OR OMISSIONS OF ANY TALENT PLACED WITH CLIENT FOR WHOM RCS HAS NOT RECEIVED, REVIEWED AND CONFIRMED COMPLIANCE WITH ALL SCREENING, BACKGROUND CHECKS, TESTING AND DOCUMENTATION TO THE EXTENT REQUIRED UNDER THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE PERSONNEL RISK ASSESSMENT DOCUMENTATION REQUIRED FOR ANY TALENT PROVIDING NERC CIP SERVICES, IF APPLICABLE TO THE TALENT, AND RCS SHALL BE FULLY LIABLE IF SUCH TALENT WOULD NOT HAVE SATISFIED THE FOREGOING REQUIREMENTS AT THE TIME OF PLACEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT RCS SHALL NOT ALLOW ANY TALENT TO PERFORM ANY SERVICES FOR CLIENT WITHOUT REQUIRED SCREENING AND DOCUMENTATION SATISFYING AGREEMENT REQUIREMENTS.

6. **Insurance:** RCS shall maintain at its expense: (i) Workers' Compensation Insurance with statutory minimum limits, and Employer's Liability Insurance in an amount not less than one million dollars per accident or injury; and (ii) Commercial General Liability Insurance coverage for RCS, its agents and employees, with a liability limit of not less than one million dollars per occurrence. Certificates of Insurance evidencing said insurance coverage will be produced upon written request. As a condition to performing Services, RCS shall acquire, at its sole cost and expense, the following insurance coverage (or equivalent) from insurers with an A.M. Best rating of A- or better, with the indicated amounts and shall maintain such required insurance coverages during all Services and until the date of final payment under the Agreement or Acceptance of all Services under the Agreement, unless a longer period is specified below:

6.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than \$500,000.

6.2 Comprehensive or Commercial General Liability Coverage on standard bureau form excluding Professional Liability but including Operations, Products and Completed Operations, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and annual aggregate.

6.3 Comprehensive Automobile Liability Coverage, including all non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per accident.

6.4 If applicable, Errors and Omissions coverage for professional services provided by RCS, including coverages for intellectual property infringement and related risks, with limit of not less than \$1,000,000 per occurrence and annual aggregate, which coverage RCS shall maintain in effect for a period of at least two (2) years following the final payment under the Agreement or Acceptance of all Services Under the Agreement, whichever is later.

6.5 All policies contemplated in this Article 6 other than Workers' Compensation, Employer's Liability, and Errors and Omissions shall be endorsed to include, Client, its Affiliates and their respective directors, officers, employees and agents, as additional insureds as respects any and all personal and/or bodily injury and/or property damage claims arising out of RCS's operations hereunder. The limits required under this Article 6 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies (except Errors and

Omissions) shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds hereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

6.6 RCS shall provide certificates of insurance to Client to evidence RCS's insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Services. RCS shall ensure that its broker shall provide Client with replacement certificates evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates shall be grounds for withholding payment and/or termination of the Agreement.

6.7 Such insurance coverage shall be primary to any other coverage available to Client or its Affiliates, and shall not be deemed to limit RCS's liability under the Agreement.

6.8 RCS shall have and maintain in effect the insurances required by this Article 6 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including RCS's warranty obligations. In addition, RCS and any subcontractor whose scope of Services may include professional services shall procure tail coverage through the applicable warranty period on each errors and omissions policy maintained in accordance herewith upon the expiration and/or non-renewal thereof, unless RCS's replacement errors and omissions policy provides continuing coverage for the Services through the applicable warranty period.

6.9 RCS shall be solely responsible for payment of any and all deductible amounts relating to any and all of the policies of insurance required by this Article 6.

7. Confidential Information:

7.1 "**Confidential Information**" shall mean information (whether acquired before, during or after the term of this Agreement) that (a) is marked "Confidential", or (b) is, by its nature, reasonably understood under the circumstances to be proprietary or competitive information related to the disclosing party's (as defined below) business. Confidential Information shall not include information that the receiving party (as defined below) can demonstrate (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party; (ii) is already known by or in the possession of the receiving party at the time of disclosure by the disclosing party; (iii) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (iv) is obtained by the receiving party from a third party that has not breached any obligations of confidentiality. The Party disclosing its Confidential Information hereunder is referred to as a "**disclosing party**", and the Party receiving such information is a "**receiving party**." Confidential Client Information shall also include: any critical energy infrastructure information ("**CEII**"), as defined by Federal Energy Regulatory Commission ("**FERC**"), pursuant to 18 C.F.R. §388.13 applicable to Client or the Work; and information regarding critical assets or critical cyber assets, as defined by North American Electric Reliability Council ("**NERC**") Critical Infrastructure Protection ("**CIP**") standards applicable to Client or the Work.

7.2 The receiving party shall only use the disclosing party's Confidential Information for the purpose of performing under this Agreement. The receiving party shall protect Confidential Information of the disclosing party using not less than the same care with which it treats its own confidential information, but at all times shall use at least reasonable care. The receiving party shall not disclose or otherwise make available any of the disclosing party's Confidential Information to anyone, including employees, agents or representatives, except those employees, agents and representatives of the receiving party who need to know the disclosing party's Confidential Information for the purpose of performing its obligations under this Agreement and who are bound by obligations of non-use and non-disclosure substantially similar to those in this Agreement. The receiving party shall be responsible for any breach of the confidentiality obligations by the receiving party's employees, agents or representatives, who the receiving party allowed to have access to the confidential information of the disclosing party.

7.3 The receiving party may disclose the Confidential Information of the disclosing party to the extent required by law or regulation, by order of a governmental agency or by court order; provided that, to the extent permitted by applicable law, the receiving party promptly provides the disclosing party prior notice of such disclosure and provides assistance in obtaining an order protecting the disclosing party's Confidential Information from public

disclosure.

7.4 The Parties shall comply with the terms of this Section 7 for the duration of the Agreement and five (5) years following the expiration or termination of this Agreement.

7.5 Confidential Information of RCS shall include, without limitation, whether copyright protected or not, (a) pricing; (b) time-keeping software programs; (c) operating system software programs and the reports generated therefrom; (d) quarterly and annual review documents; (e) process flows or delivery mechanics and documentation; (f) any personnel information; (g) operational studies and program design documents; (h) all information regarding current and former employees of RCS (including but not limited to their names, home addresses, telephone numbers, skills, qualifications, evaluations, availability, record of assignments, and related information); and (i) all information, personal data and material disclosed by or on behalf of suppliers participating in a RCS program or supplier personnel of such suppliers that is related to the terms and conditions of the Agreement or the fees charged by RCS in connection with the Agreement. Client agrees that any disclosure, copying, distribution or use of RCS Confidential Information in connection with a request for proposal or any other similar solicitation is strictly prohibited. For the avoidance of doubt, nothing in this Section 7.5 shall limit the generality of the provisions of this Section 7 (including the definition of Confidential Information in Section 7.1 or restrictions on use of Confidential Information under Section 7.2).

8. Data Protection: The Parties shall comply with all applicable data privacy and protection laws and regulations. In addition, to the extent RCS obtains any Personal Information from Client or its Affiliates or from any Talent providing any services to Client or its Affiliates, RCS shall comply with reasonable privacy and data security terms as agreed between the Parties, including the requirements set forth in Exhibit B (Eversource IT Security Requirements). "**Personal Information**" shall mean any legally protected personal information of an individual provided to RCS and assigned to perform services for Client or its Affiliates.

9. Proprietary Rights:

9.1 Client shall retain all rights in any samples, data, works, materials and intellectual and other property provided by Client to RCS ("**Client Materials**"). All deliverables and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, products and other work product, produced by RCS, its personnel or its agents specifically for Client under the Agreement ("**Work Product**") shall be deemed "works made for hire". To the extent that any of the Work Product may not, as a matter of law, be deemed a "work made for hire," RCS hereby assigns to Client all right, title and interest in the Work Product. RCS shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Section.

9.2 Client acknowledges that RCS's ability to perform services is dependent on RCS's past experience in providing similar service to others, and that RCS expects to continue such work in the future. Therefore, RCS retains and is not conveying to Client its know-how, techniques, methods of business or operation or expertise relating to services that it provides (collectively, "**Residual Knowledge**"), so long as (a) such Residual Knowledge is of a generalized nature and not specific to Client or the Work Product, and (b) RCS acquires and applies such Residual Knowledge without disclosure of any Confidential Information.

9.3 Client hereby grants RCS a limited license to use Client's logo and trademark (i) to specify in all recruiting materials and related activities that all Talent will not be Client's employee, and (ii) as necessary to perform its obligations under this Agreement. This limited license shall terminate immediately upon termination of this Agreement. Except as expressly provided otherwise herein, no licenses under any patents, copyrights, trademarks, or other intellectual property are granted by either Party to the other Party under this Agreement.

9.4 No press releases, public announcement, statement or any other public communication regarding this Agreement, or any use by RCS of Client's logo and trademark other than as set forth in Section 9.3 above, may be made without the prior written consent and approval of both Parties as to the content for each such communication.

10. Compliance: RCS represents, warrants and covenants that (a) it shall strictly comply with all federal, state and local laws, rules, regulations, ordinances, orders and directions (as such may be amended from time to time) applicable to it and the Services it performs hereunder; and (b) there are no prior commitments with a third party that might interfere with its obligations hereunder. Client represents, warrants and covenants that (y) it shall strictly comply

with all federal, state and local laws, rules, regulations, ordinances, orders and directions (as such may be amended from time to time) applicable to it and its receipt of Services hereunder and its use and treatment of personnel provided in connection with such Services; and (z) except for the continuing obligations and winding down of Client's arrangements with its current service provider as it transitions the services to RCS, there are no prior commitments with a third party that might interfere with its obligations or the rights granted by it hereunder.

11. Record Keeping and Audit: Client acknowledges and agrees that RCS will maintain Records (as defined below) for the greater of (a) as required under applicable laws or (b) one (1) year after termination of the Agreement. During the term of the agreement and for one (1) year thereafter, Client or its duly authorized representative(s) shall have access during RCS's normal business hours, with reasonable advance notice in writing to RCS and at Client's own expense, to RCS's business records directly related to its obligations under the Agreement ("**Records**") for the purpose of verifying its performance of its obligations hereunder.

12. Termination:

12.1 At any time after the first ninety (90) days, Client may terminate the Agreement for any reason by providing RCS with ninety (90) days' prior written notice of termination. Each Party shall have the right to terminate Agreement if the other Party materially breaches the Agreement and fails to cure such breach within fifteen (15) days after receiving written notice from the non-breaching Party specifying such default. A Party will be deemed in material breach of the Agreement if such Party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation or insolvency, or for the appointment of a receiver, conservator, or similar officer, is unable to pay its debts as they become due, makes an assignment to or for the benefit of its creditors, or ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. In addition, if RCS fails to diligently perform the Services in accordance with the Agreement or if RCS otherwise breaches any of the terms of the Agreement, Client shall have the right, upon giving RCS written notice of default as noted above and allowing RCS fifteen (15) days after receiving written notice to cure, or such other period as may be agreed upon by the Parties or as may be reasonably determined by Client to be necessitated by exigent circumstances, to remedy such deficiency, and such default not being completely remedied, to terminate this Agreement in whole or in part upon giving written notice to RCS.

12.2 Notwithstanding any provisions to the contrary, Client shall pay RCS for all services rendered in accordance with the Agreement on or before the effective date of termination. For all services the Parties agree to be performed after the termination of the Agreement, Client shall pay RCS for all such services rendered in accordance with the rates and fees provided for under the Agreement, unless otherwise specified in a written instrument signed by the respective Parties.

12.3 Upon expiration of, or the effective date of termination of, this Agreement for any reason, and at Client's request, RCS shall provide to Client the staff and transition services necessary for Client to effect an orderly transition to Client or to a third party designated by Client, of the Services ("**Termination Assistance Services**") for a reasonable period of time to accomplish an effective transition. Any fees for Termination Assistance Services not included in Schedule 1 to Exhibit A shall be based upon RCS's hourly rates (plus RCS's reasonable out-of-pocket expenses). In the event that this Agreement is terminated due to Client's failure to pay, Client shall, upon RCS's request, pay for the Termination Assistance Services weekly in advance or provide RCS reasonable assurances that it will pay outstanding invoices. The Parties agree to comply with the American Staffing Association guidelines with respect to ensuring an orderly transition from one staffing firm to another.

13. Management and Oversight: Both Parties will designate a contact that shall be the Parties' primary liaisons in connection with the Agreement.

14. Notices: Any notice or other communication provided under the Agreement shall be in writing and shall be effective either when delivered personally to the other respective Party, or five (5) days following deposit of such notice or communication into the United States mail (certified mail, return receipt requested, or first class postage prepaid), facsimile (with confirmation of delivery) or overnight delivery services (with confirmation of delivery), addressed to such Party at the address set forth below. Either Party may designate a different address by notice to the other given in accordance with this Agreement.

If to Client: HR Staffing Manager
Eversource Energy Service Company

With a copy to: Deputy General Counsel
Eversource Energy Legal Dept.

107 Selden Street
Berlin, CT 06037

107 Selden Street
Berlin, CT 06037

If to RCS: Randstad Professionals US, LP
150 Presidential Way, 4th Floor
Woburn, MA 01801
Attention: Legal Department

15. Miscellaneous:

15.1 Assignment: The Agreement may not be assigned without the written consent of both Parties; provided, however, RCS shall be entitled (upon prior written notice to Client) to transfer the receivables resulting from this Agreement to any member of the Randstad Group or a third party. Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies hereunder on any person or party other than the Parties hereto and their respective successors and assigns.

15.2 Counterparts: This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. Facsimile signatures shall have the same effect as originals.

15.3 Amendments; Waivers; Consents & Approvals: This Agreement and the provisions hereof, may not be altered, amended, modified or superseded except by a writing executed by both of the Parties. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any other, or any succeeding, breach of any other covenant. All waivers must be signed by the Party waiving its rights. Except as specifically set forth in this Agreement, all consents and approvals to be given by either Party under this Agreement shall not be unreasonably withheld, conditioned or delayed, and each Party shall make only reasonable requests under this Agreement.

15.4 Survival: Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed in writing, as signed by both Parties, including this Agreement, shall survive any such termination or expiration; or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration, including, without limitation, the terms of Section 1.3 (Fees; Invoicing and Payment), Section 3 (Warranties) (and such other warranties as may be defined in this Agreement), Section 4 (Indemnification) (and such other indemnities as may be defined in this Agreement), Section 7 (Confidentiality) and this Section 15.4 (Survival).

15.5 Remedies Cumulative: Except as otherwise provided in this Agreement, no right or remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable law, whether now or hereafter existing.

15.6 Negotiated Terms: The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties, and this Agreement shall not be construed in favor of or against either Party by reason of the extent to which either Party participated in the preparation of this Agreement.

15.7 Headings: The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent or intent of this Agreement.

15.8 Ambiguities: The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

15.9 Third Party Beneficiaries: Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

15.10 Severability: Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. The unenforceability, invalidity or illegality of any provision of the Agreement shall not render the other provisions of such agreements unenforceable, invalid or illegal.

15.11 Independent Relationship: The Parties agree that the Agreement is not intended to create nor shall be deemed or construed to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, employee or representative of the other, nor will either Party have any express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party. At all times during the term of this Agreement, RCS and its employees shall remain independent of Customer. All Talent and Independent Contractors/Consultants assigned to Client by RCS are and shall at all times be independent contractors of Client (unless hired directly by Client). The Talent assigned to Client under this Contract shall be employees of RCS or the Staffing Suppliers and in no event shall any Talent be considered, by reason of their assignment to Client, an employee of Client. There shall be no partnership or joint venture created by this Agreement. Neither Party shall have the power to bind or commit the other. Regardless of the nature or duration of any assignment with Client, neither RCS's employees nor any of the Talent and Independent Contractors/Consultants assigned to Client shall be eligible for or entitled to participate in any of Client's employee benefit plans, programs, policies or practices, which may now or in the future be in effect, including, without limitation, any pension, retirement, or 401(k) plan; workers' compensation benefits, any profit sharing, stock option, bonus or incentive compensation plan; any life or health insurance plan; any vacation or holiday pay plan; or any separation payment plan.

15.12 Force Majeure: Neither Party shall be liable to the other for non-performance or delay in performance caused by any events or matters beyond its reasonable control, including without limitation, acts of God, acts or omissions of the other, acts of government, terrorism, war, strikes, lockouts or embargoes.

15.13 Governing Law; Venue: This Agreement and all claims related to it shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, without regard to its choice or conflict of law provisions. Subject to the dispute resolution obligations set forth in Section 15.14, any action brought by either Party to enforce any of the terms and conditions of this Agreement must be brought in the state or federal courts located in the Commonwealth of Massachusetts.

15.14 Dispute Resolution/Arbitration: The Parties agree that all disputes arising under this Contract, except for breaches of the Contract for which injunctive relief is an appropriate remedy shall be subject to dispute resolution between the Parties. Such dispute resolution shall be performed in the first instance by the RCS account manager assigned to Client and the Client representative designated by Client. Any dispute not settled by such representatives within ninety (90) days from the date it was referred to them shall be referred to the Parties' respective Presidents (or other officer to whom such responsibility has been delegated in writing by such President). If the Parties' Presidents (or delegated officers) do not settle such dispute, either Party may elect to proceed with mediation with a mutually agreed upon mediator selected by the Parties, and failing resolution through mediation, if such option is elected, the unresolved dispute shall be settled by arbitration, commenced by either Party, in accordance with this Section 15.14. Such arbitration shall be conducted under the commercial arbitration rules of the American Arbitration Association. No arbitrator shall have any authority to award damages in excess of those specified in this Contract. Notwithstanding the foregoing, the Parties hereto agree that any claims for injunctive relief may be brought before any court of competent jurisdiction.

15.15 Entire Agreement: This Agreement constitutes and represents the entire Agreement between the Parties and supersedes any prior understandings or agreements, written or oral, between the Parties respecting the subject matter herein. This Agreement may only be amended by an agreement in writing executed by all of the Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, personal representatives, successors and assigns, subject, however, to the limitations contained herein.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Corporate Services Agreement on the day and year first above written.

**RANDSTAD GENERAL PARTNER (US) LLC
D/B/A RANDSTAD CORPORATE SERVICES**

EVERSOURCE ENERGY SERVICE COMPANY

By: Kent Peters
Kent Peters (Dec 9, 2016)
Name: Kent Peters
Title: VP Contract Management and Compliance

By: Ellen Angley
Name: Ellen K. Angley
Title: VP Supply Chain
Environmental Affairs
& Property Management

EXHIBIT A CORPORATE SERVICES

1. CORPORATE SERVICES

1.1 Temporary Staffing.

(a) Client may from time to time request that RCS (directly or indirectly) identify and provide temporary personnel for the job positions and categories set forth in Schedule 1 to supplement Client's existing workforce on a temporary basis ("**Talent**"). RCS (directly or indirectly) shall use commercially reasonable efforts to locate and provide such Talent to Client ("**Staffing Services**"). Client and RCS may amend Schedule 1 to reflect the addition of job positions and categories or modification of applicable rates.

(b) At Client's request, RCS will consider for employment certain individuals to fill temporary or project-specific professional positions that are referred to RCS by Client. All positions and all individuals must meet RCS's risk tolerances and hiring criteria (as applicable). If RCS receives all information and documentation necessary to complete the required personnel and payroll records and meet RCS's risk tolerances and hiring criteria (as applicable), RCS shall place such individuals on RCS's payroll for assignment to Client or to a payrolling subcontractor preapproved in writing by Client ("**Pre-Identified Personnel**"). The Pre-Identified Personnel will fall within the definition of Talent under this Agreement; provided that, and notwithstanding anything hereunder to the contrary, and provided that RCS has completed its responsibilities to receive and review all information and documentation necessary to confirm they meet RCS's risk tolerances and hiring criteria (as applicable), RCS shall (i) not have the responsibility to identify, recruit, interview or select Pre-Identified Personnel; (ii) not provide the refund described under Section 5.2; and (iii) have no liability for the acts or omissions of, or any Work performed by, or work product or deliverables created by, the Pre-Identified Personnel while on assignment with Client except for personal injury or property damage subject to required insurance coverages.

(c) RCS shall coordinate and manage the Staffing Supplier relationships on behalf of Client and shall contract with Staffing Suppliers directly for the provision of Talent under the program. RCS shall, at Client's request and subject to Client's approval, recruit new Staffing Suppliers into the program to fill increases in Talent order volume, to replace any dismissed Staffing Supplier, or as otherwise reasonably determined necessary by Client. On a quarterly basis, RCS shall provide Client with a list of Staffing Suppliers and identify those Staffing Suppliers that have been added or removed during the last quarter, as well as the Client's spend per Staffing Supplier and notify Client of those RCS affiliates or subsidiaries engaged as a Staffing Supplier. Client has the right to disallow a Staffing Supplier selected by RCS from participating in the program.

(d) See Statement of Work regarding RCS Services – Exhibit D.

1.2 Manage Service Provider.

(a) In fulfilling Client orders to provide temporary personnel to augment Client's workforce on a temporary basis, RCS may utilize third parties identified by Client and/or RCS ("**Staffing Suppliers**") to provide Talent to fill Client assignments. Staffing Suppliers will be required to comply with the terms and conditions of this Agreement applicable to Staffing Services and Talent, including performing the employer obligations pertaining to Talent employed by them as described in this Agreement. RCS shall name Client as a third party beneficiary under the Staffing Supplier Agreements RCS executes in connection with this Agreement; provided that, RCS shall not be required to execute Staffing Supplier Agreements with any of its affiliates that provide services in connection with this Agreement; provided further, RCS shall be responsible and liable for such affiliates' performance or nonperformance of services as though such performance or nonperformance was that of RCS hereunder. RCS shall provide certain administrative services with respect to utilization of the Staffing Suppliers as further described in this Agreement ("**MSP Services**", and together with the Staffing Services, "**Corporate Services**").

(b) Staffing Suppliers and/or their personnel ("**Supplier Talent**") are not personnel, employees, agents, representatives or subcontractors of RCS and shall not be deemed any of the foregoing for purposes of interpretation or application of the terms hereof. RCS's warranties and covenants, indemnities, confidentiality obligations, insurance requirements, intellectual property assignment and/or record keeping requirements under the

Agreement are made with respect to RCS and RCS's obligations with respect to the screening, selection and monitoring of Supplier Talent and RCS's obligations to confirm receipt and review of all required screening, testing and background check documentation for Talent supplied to Client by RCS "as set forth in this Agreement". Excepting RCS's obligations as noted as part of RCS's MSP Services obligations, any warranties and covenants, indemnities, confidentiality obligations, insurance requirements, intellectual property assignment, record keeping requirements and/or other obligations relating to Staffing Suppliers and/or Supplier Talent, or their work or work product, shall be as set forth in the applicable Staffing Supplier Agreement. Except in the event that RCS has breached its obligations under the Agreement and such breach results in the provision of such Supplier Talent to Client that would not have occurred but for RCS's breach of its obligations, RCS shall have no liability for (1) the actions or inactions of any Staffing Supplier other than those actions which are a component of RCS's obligations, or (2) the actions, inactions, negligence, willful misconduct, quality of work, or quantity of work of any Supplier Talent, collectively the "**Excluded Liabilities**"). In the event that Client decides to pursue litigation in connection with a Staffing Supplier and/or Supplier Talent, Client shall proceed directly against the Staffing Supplier and/or Supplier talent without making RCS party to the action except in the event that RCS has breached its obligations under the Agreement and such breach results in the provision of such Supplier Talent to Client that would not have occurred but for RCS's breach of its obligations. In connection with any such action by Client directly against a Staffing Supplier and/or Supplier Talent without making a RCS party to the action, RCS shall reasonably cooperate with Client and provide Client access to the relevant documentation in connection with such Staffing Supplier and/or Supplier Talent.

2. RCS OBLIGATIONS

2.1 Staffing Service Obligations.

(a) When performing Staffing Services, RCS shall (and shall require each Staffing Supplier to agree that such Staffing Supplier shall) (i) assume responsibility to recruit, interview, select (with Client Approval), hire, assign, pay, counsel, discipline and discharge Talent; (ii) pay all federal and state employer taxes, workers' compensation insurance, federal and state unemployment insurance or other benefits required by applicable federal, state or local laws, on behalf of Talent; (iii) maintain payroll and personnel records for Talent; (iv) screen, background and reference check, and verify the identity and right to work of each Talent under the immigration laws of the United States; and (v) require all Talent to sign the agreement required by and approved by Client acknowledging certain matters regarding company policies, benefits entitlement, confidentiality and assignment of work product (such agreement to be attached as Schedule 2). For the avoidance of doubt, Corporate Services shall not include the work (or the results thereof) performed by Talent, which such work (and the results thereof) shall be performed under the direction, supervision and control of Client (and/or its personnel and/or agents) ("**Work**"). Neither RCS nor any Staffing Supplier will provide office space, equipment or other materials required for the performance of Work by Talent. Neither RCS nor any Staffing Supplier makes any warranties regarding (and expressly disclaims any responsibility for) the delivery by Talent of any specific product or for the completion of any Work by Talent within any specified time period.

(b) In addition, with respect to Staffing Services, RCS shall (and shall require each Staffing Supplier to agree that such Staffing Supplier shall) screen Talent, using the same criteria used by RCS (or such Staffing Supplier) for all new similar personnel hires, including verifying the work authorization and identity of Talent as required by the U.S. Immigration Reform and Control Act of 1986, and as otherwise required by Client under this Agreement. For all Talent, RCS shall provide Client with written certification that the processes and screenings set forth above were conducted and that the Talent "passed" and RCS shall implement an auditable process to document the screening of Talent and the records necessary to demonstrate compliance with such processes; provided, however, for the avoidance of doubt, that copies of the following: I-9 forms, background check and/or drug screen results (excluding cover sheets verifying satisfactory completion of tests without detail), and/or any payroll records containing tax burden/withholding details, shall not be provided to Client in the ordinary course; and provided further, that if any of the foregoing are required to be disclosed in connection with an audit by Client's auditors, then Client shall defend, hold harmless and indemnify RCS and its officers, directors, employees, and agents from and against all claims, losses, liabilities, damages, or expenses, including reasonable attorney's fees and other costs of legal defense, to the extent alleged to have been proximately caused by the disclosure of such information. If Client has reasonable concerns that a Staffing Supplier has not complied with this provision or any obligations under this Agreement, Client may request that RCS review Staffing Supplier's records and request additional information from Staffing Supplier and a certification from Staffing Supplier that confirms that the processes and screenings set forth above were conducted and that the

Talent "passed." RCS warrants and represents that RCS's employee screening processes do and shall comply with applicable laws and industry standards. RCS shall promptly notify Client if during the term of the Agreement, RCS believes that the screenings in Schedule 1 would violate any applicable law, and propose a suitable alternative, if available. For the avoidance of doubt and notwithstanding anything to the contrary set forth in the Agreement, including any Exhibit, the Parties agree that neither RCS nor any Staffing Supplier shall be required to perform any screening to the extent prohibited by applicable laws and the Parties will suspend any component of screenings that violates applicable laws and mutually agree to revise Schedule 1 to ensure that no element(s) of such screenings trigger any violation of applicable laws. In the event Client requires additional background or credit or drug screenings not set forth in this Agreement, Client shall reimburse RCS, without mark-up, for the expense of such additional screenings. Client represents and warrants that it shall not reject suggested Talent for assignment for reasons not permitted under applicable law.

(c) RCS agrees (and shall require each Staffing Supplier to agree) to comply with all provisions of the Patient Protection and Affordable Care Act ("ACA") applicable to Talent, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time employees" and their "dependents" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations) and the applicable information reporting provisions under Internal Revenue Code Section 6055 and 6056 and related regulations. This paragraph is intended by the Parties as the full and complete expression of RCS's and Staffing Supplier's ACA obligations, and the ACA shall not be deemed within the scope of any other more general provision of this Agreement.

2.2 MSP Service Obligations.

(a) When performing MSP Services, RCS shall (i) administer relationships with Staffing Suppliers; (ii) interact with Staffing Suppliers to implement Staffing Supplier Agreements and fill job orders; (iii) assess quality, performance and productivity achieved by Staffing Supplier (against standards mutually agreed upon by the Parties in writing); and (vi) on a quarterly basis, analyze and discuss with each Staffing Supplier their performance and productivity. Additional obligations include:

- Program Implementation Services during the period of implementation through the "go live" date:
 - Training
 - Onboarding
 - Transition services which include
 - Project Management
 - Extended Discovery
 - Change Management/Program Communications
 - Policy Development
 - Technology Setup
- Training
- Onboarding
- Program maintenance and reporting
- Staffing Supplier enrollment
- Selection of Staffing Suppliers
- Monitoring and measuring Staffing Supplier performance
- Diversity Goals and Tracking
- Removal of Staffing Suppliers revealed to be performing below expected performance levels
- Perform or require Staffing Suppliers to perform interviews, resume verification, testing and background checks and screening procedures
- Require written certification and documentation from each Staffing Supplier demonstrating that all verifications, testing, background checks and screening have been performed and meet Client requirements

Prior to the assignment of any Talent to Client, RCS shall receive from Staffing Supplier required documentation confirming that all screening, background checks and required testing has been performed and if applicable, the applicable personnel risk assessment ("PRA") documentation required for each Talent that constitute "Authorized Personnel" by the RCS Contractor CIP Compliance Agreement (Exhibit F).

(b) RCS shall produce such reports as Client may reasonably request pertaining to Talent and the Program, including, without limitation, the following: a weekly headcount and spend report categorized by the senior leadership team hierarchy, reports needed to ensure appropriate IT/Security access controls/audits are in place, and any other report deemed necessary by the Client. Reports are subject at all times to RCS actually possessing the subject matter content and information needed for such reports. On a quarterly basis, RCS shall provide Client with a list of Staffing Suppliers and identify those Staffing Suppliers that have been added or removed during the last quarter, as well as the Client's spend per Staffing Supplier and identify those RCS affiliates or subsidiaries engaged as a Staffing Supplier.

(c) Performance Metrics: RCS shall, at a minimum, meet the performance metrics for the Program and the Staffing Suppliers set forth in Exhibit C.

(d) RCS shall perform all the Services as further described in Exhibit D.

2.3 On-Site Support.

(a) RCS will provide Client with no less than three (3) on-site resources, including one (1) on-site account managers to be assigned by RCS in coordination with Client's needs to corporate facilities in MA or CT ("Account Manager"); provided, however, that such obligation to have three (3) on-site resources shall not apply if the fees invoiced by RCS under this Agreement materially decrease or increase, in which case the Parties shall agree upon the appropriate decrease or increase in the number of on-site resources, as applicable. The Account Manager and other resources will work out of office space (including desk, furniture, computer with internet access, access to copy and fax machine, telephone line(s) for automated time and attendance system, and storage) provided by Client on Client's premises and at Client's costs. A backup (which may be remote) will be available for the Account Manager when he/she is temporarily absent.

(b) The Account Manager and resources shall (i) take job orders from those individuals designated by Client; (ii) notify Client departments with names of Talent for assignments; (iii) arrange for replacements for Talent when necessary; (iv) achieve a 100% Fill Rate; (v) oversee interviewing, testing, screening and reference checking of Talent employed by RCS; (vi) orient new Talent employed by RCS; (vii) handle complaints or problems relating to Talent employed by RCS (including counseling Talent employed by RCS (as necessary)); (viii) conduct performance evaluations of Talent employed by RCS; (ix) process time and paychecks of Talent employed by RCS; and (x) distribute paychecks to Talent employed by RCS; and (xi) assisting with Talent offboarding procedures. RCS shall require each Staffing Supplier to comply with Item (v) thru (x) with respect to Staffing Supplier provided Talent.

3. CLIENT OBLIGATIONS

3.1 Affirmative Obligations.

(a) When receiving the Staffing Services, Client shall (i) provide each Talent with reasonable access to working spaces and office support, appropriate for performance of the Work, during appropriate business hours; (ii) provide safety and other appropriate orientation and training to all Talent (in a language Talent can understand) and cover the cost of any safety or personal protective equipment, special badges, location-specific garments or uniforms; (iii) adequately instruct, direct, control, assist and supervise the Talent in performing the agreed upon duties in an attended, safe, healthy and legal environment that contains proper internal procedures and safeguards that comply with all applicable statutes and ordinances relating to the worksite, including, without limitation, the Occupational Safety and Health Act of 1970, and the regulations promulgated thereunder ("OSHA"); (iv) provide RCS with details of any work-related injury or accidents suffered by Talent, or any claims for workers' compensation benefits by Talent, as soon as possible but no later than 24 hours after the occurrence of the event; (v) maintain Client fringe benefit and employee benefit plans and policies that effectively exclude Talent from participation in such plans; (vi) comply with applicable meal and rest time break periods and time keeping requirements as prescribed by law; and (vii) provide Talent with information, training and safety equipment for any hazardous substances present in Client's operations. Client agrees that RCS and Staffing Suppliers shall not be liable to Client for any claims for benefits under Client employee benefit plans that may be asserted by Talent.

(b) RCS will have the right to inquire about the working conditions at Client facilities and provide general safety training and confirm that Client provides Talent the appropriate safety training, and personal protective equipment necessary for the performance of their assignments in accordance applicable law (including, without limitation, OSHA).

(c) Because Client controls the facilities in which Talent provide Work, the Parties agree that Client shall be primarily responsible for compliance with OSHA and comparable state laws and regulations thereunder, to the extent those laws apply to Talent (except as may be otherwise agreed in a writing signed by the Parties). Client shall maintain an OSHA log for injuries and illnesses as required by 29 CFR 1904.31(b)(2) and in accordance with other applicable law. Upon request, Client shall provide RCS with written confirmation, or permit inspection of its facilities and records, to confirm Client's compliance with its responsibilities under Section 3 of this Agreement and applicable law.

(d) Client shall not substantially change the assignment or job duties of Talent not generally within the skills contemplated by the position for which Talent has been retained without the prior written approval of RCS and RCS shall promptly identify any issues associated with such change and communicate those issues to Client. To the extent that Talent is entitled to vacation or holiday pay in accordance with RCS's (or Staffing Supplier's) policies, Client shall be responsible to reimburse RCS for any charges associated with such policies only if Client has preagreed in writing to make such reimbursements and the specific reimbursement amounts for vacation or holiday pay have been preapproved in writing by Client.

3.2 Limitations.

(a) RCS and Client agrees that Client may place Talent in any jobs involving travel for the performance of job duties (other than to and from the Client's facilities and other locations relevant to the performance of assignments) and that are within the list on Schedule 1 attached hereto; provided, that any travel outside of the United States shall be approved in advance by RCS. In addition, Client and RCS agree that RCS will have in place procedures to check with Client and include in the written or electronic (through VMS system) request for Talent if the position for which Talent is being requested includes the performance of any of the following tasks: (i) lifting of items weighing in excess of 50 pounds without assistance; (ii) operation of motor vehicles (including forklifts/powered industrial trucks) or unguarded machinery; (iii) work three (3) feet above floor level or work below ground level; (iv) work involving extremes of temperature; (v) work requiring use of a respirator; (vi) work on or around navigable bodies of water; (vii) handling of cash, negotiable instruments, social security numbers, bank account numbers or other non-public personally identifiable information, credit card information, valuables, merchandise or similar property; (viii) work involving the handling of hazardous substances (as defined by OSHA); or (ix) work covered by the SAFE Act. Client agrees to release RCS and the Staffing Suppliers (and their respective affiliates), and their respective officers, directors and employees, from any and all liability for physical loss or damage, injury or death caused by the acts, errors or omissions of the Talent in connection with the performance of Work for Client if RCS was not notified as part of the written or electronic request for Talent in compliance with RCS's procedures contemplated above (that shall be built into the VMS system) or otherwise in writing, prior to the placement of the Talent, that such position would include any of the tasks set forth above.

(b) Client agrees that any Talent provided by RCS or a Staffing Supplier under this Agreement that is filling a legal assistant, paralegal or attorney position shall not actively participate in litigation or arbitration proceedings, shall not sign any pleadings or other documents that are to be filed in a court of law or documents which are going to be filed with any federal, state or local governmental agency and the Parties understand and agree, that due to the foregoing restrictions, Client may elect to obtain legal resources from other sources that do not involve RCS. Client agrees that Talent filling bookkeeper, financial analyst, banker, mortgage broker and other finance-related positions shall not sign any accounting or other financial related opinions or other related documentation that are going to be filed with any federal, state or local governmental agency (including, without limitation) any financial statements that are attached and incorporated into the public filings of publicly traded companies with the U.S. Securities and Exchange Commission.

4. FEES; INVOICING AND PAYMENT

4.1 Service Fees. The amounts payable by Client for its receipt of the Corporate Services shall be calculated in accordance with the rates set out in Schedule 1. RCS shall default all Talent to a classification of non-exempt, unless RCS determines in its sole and absolute discretion to classify Talent as exempt. In the event RCS classifies Talent as exempt in its sole and absolute discretion, Client understands that RCS relied on Client's representations of the nature and extent of the Work so as to make a determination as to whether a particular Talent is exempt or non-exempt for overtime purposes. If Talent is determined to be non-exempt by RCS in its sole and absolute discretion, Client will be responsible to pay RCS an overtime hourly bill rate for each overtime hour (as defined by applicable federal, state or local law) worked by such Talent equal to the product obtained by multiplying the applicable Talent straight time hourly bill rate times the overtime multiplier required under applicable federal, state or local law (e.g. if applicable law requires the Talent to be paid at a multiplier of 1.5, the overtime hourly bill rate shall be equal to the Talent straight time hourly bill rate times 1.5, or, if applicable law requires the Talent to be paid at a multiplier of 2.0, the overtime hourly bill rate shall be equal to the Talent straight time hourly bill rate times 2.0). Overtime worked is presumed to be authorized by Client. RCS will charge Client premium rates for overtime work only when Talent's Work on assignment to Client, taken alone, would legally require premium overtime pay and Client has authorized, directed, or knowingly allowed Talent to work such hours.

4.2 Invoicing.

(a) RCS will invoice Client on a weekly basis via a VMS (as defined below). Client's approval of Talent's time certifies the hours and expenses shown and authorizes RCS to bill Client for the hours worked by Talent and other approved expenses. Client agrees to approve Talent time by no later than close of business on the Monday following the previous work week.

(b) RCS shall send a weekly invoice to Client, and Client shall pay the amounts to RCS within thirty (30) calendar days of the date of the invoice. Any other pre-authorized expenses are billable to Client, at such frequencies as RCS shall determine in its discretion, which such amounts shall also be paid by Client within thirty (30) calendar days of the date of the invoice. If a portion on any invoice is disputed, Client agrees to pay the undisputed portion. In the case of payment default for undisputed items, Client agrees to reimburse RCS on demand for any and all associated costs of collection incurred by RCS, including without limitation, reasonable attorneys' fees and court costs.

(c) RCS reserves the right to invoice Client the lesser of (i) eighteen percent (18%) annual interest or (ii) the highest annual interest rate allowable under applicable law, for any outstanding, undisputed invoices not paid within sixty (60) days of the date of any RCS invoice. In the event this Agreement is terminated, Client shall pay RCS for all costs incurred and Corporate Services performed prior to the date of termination.

(d) Client will ensure all required information will be provided to RCS in a timely manner to ensure payment. Client understands that a clear and precise remittance advice must be submitted to RCS by Client with each payment to RCS, clearly defining the payment and properly referencing RCS's invoice.

4.3 Taxes; Government Mandated Costs.

(a) Client agrees that Client is responsible for all applicable sales and use taxes arising in connection with this Agreement. Client agrees that such sales and use tax will be included on all RCS invoices when applicable. Client agrees that if it is exempt from sales and use tax, Client will provide RCS with an exemption certificate.

(b) Notwithstanding anything in this Agreement to the contrary, including without limitation Section 4.1, if at any time during the term of this Agreement, RCS or a Staffing Supplier is required to increase Talent wages (due to increase in minimum wage rates or mandatory benefits requirement), incurs an increase in its payroll burden costs (such as FICA, FUI, SUI or worker's compensation) or is required to pay additional taxes or premiums or offer benefits, which are related to the employment of Talent, as a result of any applicable law or determination, order or action by a governmental authority or government insurance benefit program, Client agrees that RCS may, in the discretion of RCS and upon advanced written notice and explanation, and provision to Client of appropriate documentation supporting the rate adjustment increase the rates published on Schedule 1 proportionately and bill Client in accordance with such increased rates to the extent mandated by law, until Client and RCS amend Schedule 1 or otherwise agree (in a writing duly executed by both Parties) to a specific rate agreement. RCS shall use commercially

reasonable efforts to provide Client with thirty (30) days written notice of any such modifications, which such modifications shall apply retroactively and prospectively. Special billings may be used for costs that are not synchronized with RCS's regular invoice cycle.

(c) Federal, state or local laws, either currently existing or enacted in the future, may require RCS or a Staffing Supplier to provide covered employees with certain paid leave (including, without limitation, sick leave) (each such law, a "**Leave Time Law**"). To address the increased costs for compliance with a Leave Time Law, in lieu of increasing applicable rates and notwithstanding anything to the contrary contained in this Agreement, the Parties agree that RCS will invoice Client, and Client agrees to reimburse RCS for its costs associated with such payment obligations for paid leave time at the direct cost to RCS or Staffing Supplier without markup for Talent, provided that the specific criteria required for the payment of such leave time to such Talent under the applicable Leave Time Law have been met. Time for Talent taking paid leave at the reduced rate, as contemplated in this Section 4.3(c), will be included in RCS invoices.

(d) The rates under this Agreement pertain only to Corporate Services that do not fall under any governmental laws or regulations that mandate particular, prevailing or living wages or benefits. Client agrees to notify RCS immediately whenever any Talent performs any Work under a government contract and/or is subject to the Service Contract Act, Davis Bacon Act or similar state and federal laws, and will provide to RCS any applicable wage or benefit determinations in effect under any such Act. Client shall reimburse RCS and Staffing Suppliers for any retroactive and prospective wages, benefits, costs and penalties that such party may incur because of late disclosure of such governmental requirements.

(e) After the first anniversary of the Effective Date of this Agreement, RCS shall be entitled to request a discussion between the Parties about adjusting the rates under this Agreement and any adjustments shall be mutually agreed upon; provided, however, that no such increase shall exceed the lesser of 3% or the Change in the Consumer Price Index-All Urban (CPI-U); and; provided further, RCS shall not request an increase the rates under this Section 4.3(e) more than one time in any twelve (12) month consecutive period.

4.4 Additional Expense Reimbursement. All other costs and expenses incurred by RCS (or a Staffing Supplier), any government mandated costs (as described above) and any additional charges or expenditures assessed by a governmental authority (such as, for example, the San Francisco Health Care Security Ordinance, which requires employers of a certain size to spend a minimum amount per hour on healthcare for their employees who work in San Francisco), as well as any third-party technology administrative costs or fees, or credit card administration fees, are separate from the above pricing structure and may be submitted to Client for review and the Parties will negotiate in good faith as to the Party responsible for such costs. Any additional background, credit or drug screening costs required by Client for additional background or credit or drug screenings not set forth in Schedule 1, shall be invoiced to Client as a pass through cost without markup and paid by Client. .

4.5 Vendor Management System. RCS will utilize an Internet-enabled, centralized vendor management system ("**VMS**") licensed from Fieldglass Inc. ("**VMS Provider**") and Client shall contact RCS for any service related incidents associated with the VMS, and RCS will facilitate the resolution of such incidents with the VMS Provider. Client's right to the VMS is purely a right to access and use the VMS functionality via the VMS Provider End User License Agreement attached hereto as Schedule 3 ("**VMS EULA**"), the terms of which are incorporated herein by the reference. Prior to being provided access to the VMS, Client will also be required to execute the VMS EULA directly with the VMS Provider. Client shall be responsible for causing the employees and agents of Client to comply with the VMS EULA and to be obligated to the license terms and restrictions to the same extent as Client. All representations, warranties, indemnities, and other rights and obligations in connection with the VMS shall be contained within the end user agreement between Client and the VMS Provider, and Client shall pursue any disputes arising from Client's use of the VMS solely against the VMS. To the extent the provisions in the VMS EULA conflict with any terms in the Agreement, the provisions in the VMS EULA shall control in connection with the VMS and its use. RCS will make the VMS available to Client via the Internet, as requested by Client, through single sign-on technology to a URL address or will supply passwords for each Client representative who Client authorizes to use the VMS. The right to use the VMS granted hereunder is solely for Client's internal business operations, and Client shall not grant any license to other parties, or permit the use of the VMS by any third parties, except its Suppliers. Client's right to access and use the VMS through RCS shall terminate upon termination of the Agreement. RCS may supply Staffing Suppliers with the URL and user IDs for access to the VMS vendor site pertaining to Client, and will supply initial log-in passwords for each

Staffing Supplier representative ("**Staffing Supplier Users**") who Staffing Supplier has authorized to access the VMS. Staffing Supplier Users may be required to acknowledge and agree to a "click-through" license the first time that they log-on to the VMS. Staffing Supplier access will be limited to Staffing Supplier-specific areas of the site.

5. REMOVAL; REFUND; CONVERSION

5.1 Removal. Client will notify RCS of any problems regarding Talent. In the event Client is dissatisfied with the performance or conduct of any Talent, Client has the right at all times to request the removal of any Talent. Client represents that any removal of Talent shall be for lawful reasons only. Once RCS receives a Client request to remove a Talent, RCS shall remove, or request Staffing Supplier to remove (as applicable), such Talent as soon as practicable and to the extent possible, within the period requested by Client. Client will make available to RCS and Staffing Supplier (if applicable) copies of all non-privileged documentation about problems or incidents in which Talent are involved.

5.2 Refund. RCS shall provide a work performance guarantee for Talent as set forth herein. If RCS is notified by Client within the first five (5) working days about the unsatisfactory performance of a Talent or their related Work, RCS shall only charge Client for the hourly direct labor rate for such Talent and shall not charge Client for the mark-up on such unsatisfactory hours of Work performed up to a maximum of five (5) days. (Terminations due to short assignments, which shall be defined as an assignment expected to last no more than thirty (30) days, do not qualify for the guarantee.)

5.3 Conversion.

(a) The conversion fees contemplated in this Section 5.3 shall not apply to Pre-Identified Personnel. During the term of a Talent's assignment, and for the six (6) month period following the termination or expiration of such Talent assignment ("**Engagement Period**"), Client agrees that neither Client nor any of its affiliates shall hire any Talent placed under this Agreement unless Client pays any applicable conversion fee based upon the duration of the period such Talent was assigned to Client, in accordance with Schedule 1 Section 2. In addition, during the Engagement Period, Client shall not utilize the services of any Talent on an independent contractor basis; provided that, if Client (or any of its affiliates) do so utilize the services of Talent on an independent contractor basis, Client shall pay RCS a fee equal to, upon the agreement of the Parties, either (a) the conversion fee Client would have paid RCS under Schedule 1 if such Talent had been hired by Client (or any of its affiliates) at the end of the Talent's last assignment under this Agreement or (b) the amount that would have been paid to RCS if the Engagement Period for that Talent had been extended for a period not to exceed 6 months less the amount that would have been paid to the Talent. Client also agrees that neither Client nor any of its affiliates will knowingly induce or be a party to any violation of any employee's non-competition or confidentiality obligations that Talent may have to RCS or Staffing Suppliers. The Parties acknowledge and agree that the preferred conversion fees under this Section 5.3(a) are extended to Client because of Client's preferred usage of RCS for the placement of Talent.

(b) During the term of this Agreement, and for the six (6) month period following the termination or expiration of the Agreement, RCS and Client agree not to hire (or otherwise engage whether on an independent contractor basis or through another vendor) any Internal Employee of the other Party, without the prior written consent of such other Party. "**Internal Employee**" shall mean (i) with respect to RCS, any employee of RCS (other than RCS employees that are Talent (who will be governed by the other terms of this Agreement)); and (ii) with respect to Client, any employee of Client who RCS learns of as a result of RCS's performance under this Agreement. Nothing in this Agreement shall restrict RCS's right to place generalized, non-targeted advertisements for employment or from hiring any individuals (including Internal Employees) that respond to such advertisements.

(c) To the extent that any Talent accepts employment with a contractor that is not a Staffing Supplier, but is currently under contract with Client, Client shall have no payment obligations to RCS for any fees for that Talent after a ninety (90) day Engagement Period provided however, if during the first ninety (90) days of the Engagement Period, Client initiated or participated in the movement of Talent from RCS to the contractor and such individual continues to provide services for Client as a contractor employee, upon notification by one party of the occurrence of such event, and reasonable discussion between the Parties, absent written consent of RCS, which shall not be unreasonably withheld, conditioned or delayed, a transition fee shall be charged to Client, calculated as the

markup amount that would have been paid to RCS less the amount that would have been paid to the Talent if the Engagement Period for that Talent had been extended through an Engagement Period of ninety (90) days.

(d) This Section 5 shall survive any expiration or termination of this Agreement.

6. ADDITIONAL COVENANTS

6.1 Mutual Warranties. Without limiting the generality of the foregoing representations, warranties and covenants, each Party shall, at its own expense, comply with all laws, orders and regulations of federal, state and municipal authorities, including Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, and the National Labor Relations Act, and with any lawful direction of any public officer which shall impose any duty upon that Party regarding its performance under this Agreement.

6.2 Cooperation. In the event of any complaint, claim or action of unlawful discrimination, harassment, or retaliation by or against any Talent, Client and RCS agree, to the extent permissible under applicable law, to cooperate fully and to provide assistance to the other Party in the prompt investigation and resolution of such complaint. Client and RCS agree to cooperate with regard to the investigation of any workplace accident or injuries involving Talent, and Client agrees to assist RCS in mitigating any workers' compensation claims that may result.

6.3 Additional RCS Indemnity. RCS will indemnify, defend and hold harmless Client (and its affiliates and subcontractors), and their collective respective directors, officers, employees and agents, from and against all losses, damages, or expenses of whatever form or nature, including attorney's fees and other costs of legal defense, resulting from any third party claim in proportion to the extent proximately caused by any direct claim for workers' compensation benefits asserted against Client resulting from the applicable assignment by employees of RCS or, in the event of death, by such employee's personal representatives. For the avoidance of doubt, under no circumstances shall RCS be responsible or liable, whether under this indemnity obligation or otherwise in connection with this Agreement or the performance of the Corporate Services, for the Work or Work Product or the acts or omissions of Talent occurring under the supervision, direction or control of Client unless such acts or omissions are of Talent from whom RCS has not received required documentation confirming compliance with all screening, background checks, testing and documentation requirements, including the personnel risk assessment documentation required for any Talent providing NERC CIP services, if applicable to the Talent, and such Talent was placed on assignment with Client when they did not meet the screening, background checks, testing and documentation requirements. RCS SHALL BE FULLY LIABLE FOR THE ACTS AND OMISSIONS OF ITS EMPLOYEES, AND SUBCONTRACTORS, BUT SHALL NOT BE LIABLE FOR THE ACTIONS, INACTIONS, ERRORS OR OMISSIONS OF ANY TALENT FOR WHOM RCS HAS RECEIVED REQUIRED DOCUMENTATION CONFIRMING (i) COMPLIANCE WITH ALL REQUIRED SCREENING, BACKGROUND CHECKS AND TESTING AND (ii) THE PERSONNEL RISK ASSESSMENT DOCUMENTATION REQUIRED TO BE PROVIDED PURSUANT TO THE RCS CONTRACTOR CIP COMPLIANCE AGREEMENT (Exhibit F). RCS SHALL NOT ALLOW A STAFFING COMPANY TO PLACE ANY TALENT ON ASSIGNMENT WITH CLIENT WITHOUT REQUIRED DOCUMENTATION SATISFYING THE REQUIREMENTS SET FORTH IN THIS AGREEMENT. RCS will indemnify, defend and hold harmless Client (and its affiliates and subcontractors), and their collective respective directors, officers, employees and agents, from and against all claims, losses, damages, or expenses of whatever form or nature, including legal defense costs, resulting from (a) RCS's noncompliance with laws in the performance of its Services; (b) RCS's unlawful acts or omissions with regard to any Talent, including, without limitation, RCS's acts taken or statements made with regard to any Talent; or (c) the personal injury or property damage caused by RCS employees and subcontractors except to the extent of Client's negligence or failure to comply with applicable laws. RCS will defend, indemnify and hold Client (and its affiliates) harmless from and against any claims by Staffing Suppliers seeking payment for any work performed or expenses incurred that RCS disputes and refuses to pay.

6.4 Additional Client Indemnity. Client will indemnify, defend and hold harmless RCS (and its affiliates and subcontractors), and their collective respective directors, officers, employees and agents, from and against all losses, damages, or expenses of whatever form or nature, including attorney's fees and other costs of legal defense, resulting from any third party claim in proportion to the extent caused by Client relating to : (a) Work or Work Product or any acts or omissions of Talent acting under the direction or supervision or control of Client (or its personnel and/or agents); or (b) Client's unlawful acts or omissions with regard to any Talent, including, without limitation, Client's act

taken or statements made with regard to any Talent, including claims alleging wrongful termination or breach of the laws referred to in Section 10.3 above; or (c) the lack of reasonable supervision, process controls, safeguards, or backups by Client (or Client's personnel and/or agents). For the avoidance of doubt, under no circumstances shall Client be responsible or liable, whether under this indemnity obligation or otherwise in connection with this Agreement for the performance of the Corporate Services or the acts or omissions of individuals occurring under the supervision, direction or control of RCS. Client will also indemnify and hold RCS (and its affiliates) harmless from and against any claims by Staffing Suppliers seeking payment for any work performed or expenses incurred (x) prior to such Staffing Supplier's participation in the RCS program, (y) that the Staffing Supplier fails to input into the VMS, or (z) that Client disputes and refuses to pay.

6.5 Powered Industrial Vehicle Release. Client may have assignments for Talent that involve or that may involve driving powered industrial trucks ("PIT"), including but not limited to forklifts and hand trucks, owned, leased or used by Client in their business. Client understands that neither RCS nor the applicable Staffing Supplier has control over or right to control such vehicles or their operation or maintenance nor does RCS or the applicable Staffing Supplier exercise any supervision over the Talent in the performance of their driving duties. Notwithstanding the foregoing, this provision does not limit RCS's or the applicable Staffing Supplier's obligation to provide Worker's Compensation insurance for its employees as required by state law, and RCS or the applicable Staffing Supplier, as the case may be, shall continue to be solely liable for the full amount of all Worker's Compensation claims made by any such employee.

6.6 Cash and Negotiable Instrument Handling Release and Indemnification. To the fullest extent permitted by law, and provided that RCS has complied with all screening and background check obligations under the Agreement, Client agrees to hold harmless RCS (and its affiliates and subcontractors), and their collective respective directors, officers, employees and agents (other than assigned Talent) from any and all loss or damage or injury to all persons arising out of or resulting from the provision of services by any Talent that may require such Talent to handle cash, check, credit card information and/or other negotiable instruments while on assignment with Client, regardless of whether such loss or damage arises from a willful or negligent act or omission of the Talent. This Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Randstad under workers' compensation acts, disability benefits claims or other employee benefit acts. Notwithstanding the foregoing, nothing herein shall be construed so as to prevent Client from pursuing any claim (criminal or civil) directly against any assigned Talent who may have engaged in any act of theft or other wrongdoing.

6.7 Assignment and Subcontracting. RCS may assign any of its rights and obligations hereunder, in whole or in part, to an affiliate of RCS without the prior written consent of Client. RCS may subcontract any portion of the Corporate Services to be provided pursuant to this Agreement only upon receipt of Client's prior written consent; provided, however, that even in the event of receipt of such consent, no subcontracting shall release RCS from its responsibility for its obligations under this Agreement (except as provided under Section 15.13) and, RCS shall be fully responsible for all payments to its subcontractors.

(End of Page)

SCHEDULE 1

SERVICES; FEES; SCREENINGS

1. **Scope of Services:** RCS shall provide the Services set forth in the Agreement and administer and manage the Talent resources providing services to Client at any Client facilities designated by Client, in the employment categories set forth below:

- Office and Administration
- Information Technology
- Professional
- Legal
- Finance
- Human Resources
- Engineering
- Light Industrial
- Marketing
- Engineering
- Electrical/Gas

All other positions agreed to by the Parties

Pricing*: Client shall pay for each hour worked by Talent (and such other hours of Talent as required under this Agreement) as follows (as adjusted in accordance with the terms of the Agreement):

- A) Pre-Identified Personnel. The straight time hourly bill rate is determined by multiplying the direct labor rate of the applicable individual by the following mark-ups:

Category	Mark-Up
Non High Risk Positions generally within the range of services contemplated above.	1.195
High Risk Positions and the associated Mark-Up shall be reasonably identified by RCS and subject to Client approval	

- B) Talent (other than Pre-Identified Personnel). The straight time hourly bill rate for the applicable individual shall be determined according to the rate card developed by mutual agreement between RCS and Client, which shall be maintained in the VMS, that identifies positions, hourly rate ranges paid to Talent and markups for Staffing Suppliers and RCS. Changes and deviations from the rate card will require Client prior written approval.

Use of the VMS may give risk to additional fees for custom development requested by Client, and in such case, RCS will identify the additional fees and RCS and Client will reach mutual agreement regarding the customization and the fees.

- C) **Implementation Fees** – Client contemplates that the implementation costs of its information technology and other company resources to assist RCS with the Program implementation and the transition from Client's current master service provider to RCS will be approximately \$40,000. The Parties hereby agree to allocate those costs as follows:
- a) Eversource will provide total actualized cost of implementation to RCS upon final determination.
 - b) Upon receipt of said costs, Randstad will initiate the following credits/debits on the week 4 (or later if so determined by Eversource HR) –

- i. \$15,000 credit to be provided by RCS to Client as directed by Client to the designated HR cost center; and
- ii. All cost centers who used RCS MSP services during the first four (4) weeks after implementation into production will be charged an amount that accounts for the balance of the implementation fees in excess of \$15,000, such charges being allocated on a pro rata basis among impacted cost centers using a billing/invoicing process that the Parties mutually agree to.
- iii. RCS will remit the amount collected under (ii) to Client.
- c) The Parties will make a good faith effort to complete all the transactions contemplated in (a) and (b) within ninety days after "go-live."

2. Conversion Fees (per Section 5.3(a)):

If Client (or any affiliate of Client) directly hires as its W-2 employee, or engages as an independent contractor, a person who has been Talent, the conversion fees payable by Client to RCS shall be as follows:

Hours Worked (by Talent thru a Single Placement under this Agreement)	Conversion Fee (expressed as a percentage of total annual base salary compensation the Talent is offered by Client (or its affiliate) when converting)
0-240	18%
241-620	14%
621-830	10%
831-1040	5%
1040+	0%

3. Permanent Placement:

A) An 18% placement fee shall be earned by RCS when a candidate referred by RCS or a Staffing Supplier is subsequently employed by Client or its affiliates within six (6) months of the first presentation of such candidate provided that the foregoing placement fee may be modified by mutual written agreement of the Parties for unusual or bulk placements (e.g., multiple positions). RCS shall include such permanent placement fees in an RCS invoice after the candidate commences employment with Client or its affiliate. Client shall pay such amount in accordance with the payment terms hereof.

RCS offers a 30-day permanent placement guarantee based on the following terms:

(a) If within 30 days of placement, the candidate should be terminated for performance reasons or should voluntarily resign from the position, Client may request and receive a replacement at no additional cost. (Terminations due to position elimination or economic downsizing do not qualify for the permanent placement guarantee).

(b) In the event that RCS is unable to provide a qualified replacement, RCS will offer a pro-rated refund.

(c) This permanent placement guarantee is valid only if payment is received within thirty (30) days of the start date of the initial placement. If payment is not received within that time frame, the permanent placement guarantee will not apply and the fee will remain payable in full.

(d) For any persons that are hired by Client (whether or not they are current employees of Client at the time of submission of their resumes) that have independently submitted resumes directly to Client for posted positions through Client's website within six (6) months prior to their identification to Client by RCS under this Agreement, no payments to RCS shall be due under this Agreement.

B) Direct Hire Companies and Candidates: In the event that Client desires to hire individuals that are Direct

Hire Candidates referred by a Direct Hire Company not covered under Section (A) above but who are otherwise under a payment management process arrangement with RCS, the following process shall apply:

a) RCS Responsibilities for Direct Hire Candidates:

- i. RCS shall manage the process by which third-party vendors that are not Staffing Suppliers (the "**Direct Hire Companies**") are on-boarded to work for Client.
- ii. RCS will manage and process the invoice process on behalf of the Direct Hire Companies for Candidate(s) (the "**Direct Hire Candidates**") selected by Client.
- iii. RCS shall coordinate the Direct Hire Company relationships on behalf of Client and shall contract with Direct Hire Companies directly for the processing of payments to Direct Hire Companies.
- iv. RCS will not issue Orders to the Direct Hire Companies.
- v. RCS shall establish, coordinate and manage the accounting, billing and invoicing of fees associated with the selection of Direct Hire Candidates and the costs or fees charged by the Direct Hire Companies related thereto.
- vi. RCS shall provide Client with reports and information relating to Order fulfillment, approval and invoice submission processes", and other mutually agreed upon reports, information and other services.

b) Client Responsibilities for Direct Hire Candidates:

- i. Client shall select the third party vendors to be used as Direct Hire Companies under the Program.
- ii. Client will manage the Order process directly with the Direct Hire Companies.
- iii. Client will review all resumes provided by Direct Hire Companies, schedule interviews for candidates with Hiring Managers and select the candidate for the Order. RCS will not take part in the selection process.
- iv. Client shall be responsible for all orientation and on-boarding process for Direct Hire Candidates selected for hire.

c) Pricing, Invoicing and Payment Terms:

- i. Client shall pay RCS a Management Fee for the services RCS renders of Direct Hire Companies and Direct Hire Candidates to process the Placement Fee to be paid to Direct Hire Companies. The "**Placement Fee**" shall be the fee charged by a Direct Hire Company when a Candidate is selected to be a permanent employee of Client. The Management Fee shall be \$250 per placement.
- ii. The Placement Fee shall be determined by Client. RCS will be informed by Client what the Placement Fee is so an invoice can be created.
- iii. RCS's Management Fee shall be in addition to the Placement Fee. This Management Fee shall be added to the Placement Fee and invoiced to Client for payment.
- iv. All invoices shall be approved utilizing the RCS System for authorization and approval and identify (1) the Placement Fee for such Candidates hired by Client, (2) the RCS Management Fee, (3) the total amount due and owing under the invoice, and (4) the Client-designated cost element (MIB code) to which the amounts invoiced shall be allocated on Client's books and records (the "**Services Invoice**").
- v. All Services Invoices shall be submitted to Client as directed by Client and shall be a direct electronic feed to Client's designated system in a secure auditable electronically readable format which is accepted into Client's supply chain system. Invoice acceptance into Client's supply chain system will signify receipt of the invoice.
- vi. Payments due hereunder may be made through electronic fund transfers ("**EFTs**") according to the payment terms set in this Agreement.

4. **Client Specific Screenings:** RCS will perform (and shall require Staffing Supplier to agree to perform) the Screening services required under the Client's Background Screening Manual attached hereto as Exhibit E and following additional pre-employment screening services as may be lawfully requested by Client, using RCS's preferred

screening vendors pre-approved by Client or such other screening vendors as may be requested by Client (below boxes are checked as applicable):

- ☐ Drug test 10 panel
- ☐ Criminal background check including social security trace (applicant's county of residence, prior 7 years)
- ☐ Criminal background check (excluding social security trace)
- ☐ Specialized criminal background: Select One If Applicable
- ☐ Specialized drug test Select One if Applicable
- ☐ Education Verification conducted On-site
- ☐ Credit Check in accordance with Fair Credit Reporting Agency guidelines
- ☐ License/Permit verification: [Provide specifics here]
- ☐ Security Clearance: [Provide specifics here]
- Employment History

Such pre-employment screening service costs shall be passed through or billed to Staffing Supplier or paid for by RCS.

5. **Supplier Diversity Goals:**

SUPPLIER DIVERSITY, SPEND REQUIREMENTS AND SUBCONTRACTING PLAN.

- a. Client fully supports the government's policies of ensuring that Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran-Owned Small Businesses (VOSB) and Certified Historically Underutilized Business Zones (HUBZone) have every opportunity to compete for contracts and subcontracts. Client has and will continue to commit to filing annual subcontracting plans regarding the utilization of SDB, WOSB, SDVOSB, VOSB and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.
- b. **THIS SECTION IS APPLICABLE TO WORK PERFORMED ON CONTRACTS IN EXCESS OF SEVEN HUNDRED THOUSAND DOLLARS THAT OFFER SUBCONTRACTING OPPORTUNITIES:** RCS will be required to submit data and/or subcontracting plans regarding RCS's utilization and intended utilization of such SDB, WOSB, VOSB, SDVOSB, and HUBZone, during the term of the Agreement via email to supplierdiversity@eversource.com or such other designee specified by Client.
- c. If direct subcontracting opportunities do not exist, RCS nonetheless may be required to submit data and/or subcontracting plans regarding indirect spend. RCS shall supply RCS's subcontracting plan to Client within a reasonable time after the effective date of this Agreement (but in no event more than sixty (60) days after the effective date) and shall fully comply with such plan in performing the MSP Services.

The text of FAR 52.219 may be accessed electronically at the following address: <https://www.acquisition.gov/far/>. To the extent applicable to Work performed pursuant to a federal government Agreement, this Article incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

- d. RCS agrees to subcontract a minimum 32 percent (32%) of the total contract value spent provided under this Agreement to Subcontractors that qualify for any of the diverse classifications identified in Section b, and the additional categories below in this section of these General Terms and Conditions; provided, however, that the Parties agree to discuss an appropriate revision to such minimum if the fees invoiced by RCS under this Agreement materially decrease or increase. This percentage amount is to be based on the value of goods and services subcontracted under this Agreement. For example, if the Owner issues a contract to a RCS in the amount of One Thousand Dollars (\$1000), and the agreed upon percentage is 32% of subcontracted value to

Diverse business, Three Hundred and Twenty Dollars (\$320) must be subcontracted from a diverse business. Direct and Indirect Diversity spend are acceptable in calculating total diverse amount.

- ☐ **Direct Diversity Purchases** – purchases made by RCS directly associated with the products or services RCS provides under this Agreement
- ☐ **Indirect Diversity Purchases** – purchases made by RCS not directly associated with products or services RCS provides under this Agreement but that are part of the burden rates properly allocated to the purchases made by RCS under this Agreement

RCS agrees to provide completed monthly reports via email to Supplier Diversity@Eversource.com, with the Order number and procurement agent indicated on the report, within seven (7) days after the close of each month. Completed reports include, but are not limited to total sales to Owner this Agreement and diverse spend data, with subcontractor name, contact information, address, DUNS number and classification.

RCS acknowledges that Client may provide the names of potential diverse suppliers to RCS for consideration in fulfilling the terms of this provision. RCS agrees to consider utilizing such diverse suppliers in connection with this Agreement. Client reserves the right to request other diversity classifications at any time. RCS may also be requested by Client to participate at Client's expense in outreach efforts such as conferences and trade shows.

In addition to the Small Business Socioeconomic classifications as defined by the SBA, for the purpose of this provision the following additional diverse definitions will apply:

- NMSDC Definition of MBE
- WBENC Definition of WBE
- US DOT Definition of DBE

The following classifications may be counted towards the Diverse directed spend goal:

- Small Disadvantaged Business
- Woman Owned Small Business
- Veteran Owned Small Business
- Service Disabled Veteran Owned Small Business
- Hub Zone Certified Small Business
- Minority Owned Business Enterprise (large or small)
- Woman Owned Business Enterprise (large or small)
- Disadvantaged Business Enterprise (large or small)

Any additional classifications will be considered upon further discussion and 3rd party certification..

After two (2) consecutive months, if RCS has not met the percentages defined in this provision, RCS must provide a corrective action plan within 30 days. Following four (4) consecutive months of missing the percentages defined in this provision, Client may decide, in its sole discretion, to unilaterally reduce the quantities of supplies or services under the Agreement by the amount of such goal. Client reserves the right to evaluate RCS's success in meeting the percentage requirements as a condition of awarding future business to RCS.

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SCHEDULE 2

[TO BE PROVIDED BY CLIENT]

SCHEDULE 3

END USER LICENSE AGREEMENT

END CLIENT ACCEPTANCE FORM to be signed by Client and the executed form,
upon such attachment, shall be incorporated by reference upon such attachment.

EXHIBIT B
IT SECURITY REQUIREMENTS

1. The following security requirements and terms and conditions ("**Requirements**") apply to any vendor or contractor ("**Contractor**") that electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to confidential information belonging to Eversource Energy and its affiliates (collectively "Utility"); provided, however, that the Parties agree that nothing in this Exhibit B or elsewhere in the Agreement would be deemed to make Contractor responsible or liable for security requirements for any facilities or systems other than those under the control of Contractor or its agents or for Utility's failure to comply with the following requirements as they would apply to Utility's facilities, systems or processes:

a. Critical Infrastructure Information (CII), which includes without limitation, Critical Energy Infrastructure Information (CEII), as defined by the Federal Energy Regulatory Commission, and information subject to Critical Infrastructure Protection (CIP), as defined by the North American Energy Reliability Corporation;

b. Personal Identifiable Information (PII) shall mean first name and last name or first initial and last name of an individual in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number; (b) driver's license number or state-issued identification card number; (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account;

c. Protected Health Information (PHI) shall mean any information relating to the past, present and future physical or mental condition of an individual, including any information about their participation or coverage in our health plan; or

d. Any information deemed by Utility to be confidential and proprietary such as confidential or proprietary business or technical information including, but not limited to, technical, financial, commercial, marketing, customer or other business information that the Company desires to protect against unrestricted disclosure or competitive use.

The foregoing information shall be collectively referred to as ("**Confidential Information**").

2. Contractor shall make commercially reasonable efforts consistent with industry standards as stipulated in ISO/IEC 17799 Code of Practice for Information Security Management or its equivalent to ensure the confidentiality, integrity and availability of the Confidential Information within its control.

3. Contractor shall provide Utility with documentation and written confirmation and other reasonable assurances that it satisfies the following minimum security requirements which must be included with any purchase order issued or any agreement with any Contractor prior to execution by Utility:

a. Contractor has a written Confidential Information management program and a published set of comprehensive security policies that stipulate user responsibilities, meet all business, legal and regulatory requirements for protecting the Contractor's cyber assets and Utility's Confidential Information accessed or stored by Contractor that ensures the confidentiality, integrity and availability of the Confidential Information accessed or stored by Contractor;

b. Contractor has established written policies and procedures for data security that prohibit activities that jeopardize security such as sharing user passwords, running hacking tools, performing unauthorized system changes. Such policies and procedures should have identifiable associated consequences. Contractor shall have communicated these policies and procedures to all users of the Contractor's computer resources with user acknowledgement retained on file;

c. the Contractor's cyber asset level of protection has been defined using a risk assessment process factoring in business impact and the probability of occurrence;

d. each user shall be uniquely identified to ensure accountability and Contractor has processes in place to ensure only authorized and appropriate level of access is granted to computer resources;

- e. user activity is logged and Contractor has a process in place for reporting suspected unauthorized activity to facilitate investigations;
 - f. attempted unauthorized activity is monitored by Contractor 7x24 for identified critical cyber assets (i.e., the Internet gateway, dial-in, or a high risk application) and Contractor has associated incident handling procedures in place to ensure timely and appropriate response in compliance with all applicable laws;
 - g. Contractor has change control processes and associated security in place to ensure that only authorized hardware and software is installed on the company's network;
 - h. Contractor has security services such as anti-virus, anti-spyware, firewalls, patch update processes, intrusion detection, third party vulnerability assessments, and vulnerability scanning of critical cyber assets, in place and up to date with the latest versions and technology, and Contractor shall keep such security services current and up to date with the latest versions, patches, new virus definitions, etc, and periodically test these services to ensure effective on-going operation;
 - i. where wireless technology is used, Contractor has sufficient controls (e.g., encryption, device identification, vulnerability assessment) in place to ensure only authorized use and data privacy;
 - j. all laptops used by Contractor to access or store CEII, PHI or PII shall be encrypted.
 - k. all records and files containing PII, PHI, CEII or CIP information that will travel across public networks or will be transmitted wirelessly, shall be encrypted.
 - l. Contractor has business continuity plans in place that address common events including heavy absenteeism for an extended duration (i.e., a pandemic) and disaster recovery plans and Contractor periodically tests these plans to ensure their effectiveness.
4. When Confidential Information is required to be stored on a technology system managed by a Contractor, Contractor is required to complete Utility's Information Security Vendor Due Diligence Questionnaire. The responses must be reviewed and approved by Corporate Information Security prior to executing the contract or issuing the Purchase Order.
- a. Contractor warrants and represents that Contractor's responses to the Due Diligence Questionnaire attached hereto are true and correct.
 - b. Utility has the right to audit Contractor's computer systems to ensure all such systems and Utility information stored on such systems are managed by Contractor in accordance with the requirements set forth in these Requirements and Contractor's responses contained in Utility's Information Security Vendor Due Diligence Questionnaire.
5. The following provisions related to information security are hereby added to the General Terms and Conditions or agreement to which these Requirements are attached:
- a. If Contractor is a publicly held company and has performed a Statement on Auditing Standards (SAS) No. 70 or SSAE 16 audit, prior to the execution of the agreement with Contractor, Contractor shall provide Utility with the Contractor's most current Statement on Auditing Standards (SAS) No. 70 Report or SSAE 16 for Utility's review and approval.
 - b. Contractor shall comply with "best industry practices" relating to electronic information security for the Information within Contractor's control and shall be liable for any Utility Confidential Information that is lost, stolen or disclosed without authorization while in Contractor's control;
 - c. Contractor shall comply with all federal and state laws and regulations applicable to the type of Confidential Information that Contractor electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to. In the event that several laws or regulations apply to any of the Confidential Information being managed by

Contractor, the more stringent law and requirement shall apply to all such Confidential Information (e.g. if a Contractor manages PII information applicable to any Massachusetts customer or employee, the more stringent standards of Massachusetts laws (e.g. 202 CMR 17.00) regarding personal information shall apply to all customer or employee information being managed by Contractor);

d. Contractor shall obtain written authorization from Utility prior to sending, communicating, delivering or transmitting Confidential information to a subcontractor;

e. Insurance: Contractor warrants that it will maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, and in addition to any other insurance requirements set forth in the Agreement with Contractor, Contractor will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this Agreement:

i. Professional Liability Insurance with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of products and services under this Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress.

ii. The Professional Liability Insurance retroactive coverage date shall be no later than the Effective Date. Contractor shall maintain an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after termination of the Agreement will be deemed to have been made during the policy period.

iii. Contractor shall ensure that at least thirty (30) days' prior written notice is provided to Utility of any cancellation, modification or non-renewal. Within thirty (30) days following the Effective Date, and upon the renewal date of each policy, Contractor will furnish to Utility certificates of insurance and such other documentation relating to such policies as Utility may reasonably request. In the event that Utility reasonably determines the coverage obtained by Contractor to be less than that required to meet Contractor's obligations created by this Agreement, then Contractor agrees that it shall promptly acquire such coverage and notify Utility in writing that such coverage has been acquired. All insurance must be issued by one or more insurance carriers Best rated A- or better. Contractor's insurance will be deemed primary with respect to all obligations assumed by Contractor under the Agreement.

f. to the extent applicable, Contractor shall comply with Utility's Customer Service and/or Human Resources privacy policies and Corporate Information Security procedures as specified in a separate exhibit attached hereto if applicable;

6. Security Incident Management:

a. Utility's IT Security (ITS) assists in responding to and investigating incidents related to misuse or abuse of Utility or customer information technology resources. This includes computer and network security breaches and unauthorized disclosure or modification of electronic utility or personal information. In the event of a security incident concerning a computer hosting sensitive Utility or personal data, Contractor must take immediate action to report the incident to ITS as soon as the incident is suspected.

b. Contractor should IMMEDIATELY CALL, regardless of the day or time the ITS Support Center at (860) 665 - 4357 (24x7); Please ALSO email shareis@eversource.com with details of the suspected exposure. Please DO NOT simply leave voicemail or send email - please ensure you reach an employee, because it is CRITICAL that Utility begins response procedures immediately.

c. DO NOT take any other action until advised by the ITS provided however Contractor shall not be restricted from taking commercially reasonable efforts to avoid or limit the damage to Utility information or systems caused by an incident if ITS is advised of such efforts at the time of or before they are undertaken.

d. DO NOT talk about the incident with any other parties until you are authorized as part of the process outlined in this document.

e. When ITS is notified, it will advise and assist in containing and limiting the exposure, in investigating the breach or attack, in obtaining the appropriate approvals, and in handling notification to the affected individuals and agencies. The incident still is the responsibility of the Contractor experiencing the exposure; ITS' mission is to provide assistance and guidance to the Contractor to appropriately and timely resolve any incident.

EXHIBIT C
Performance Criteria

Program Performance Metrics

Metric	Measure	Proposed Targets (to be reviewed and finalized within six months of implementation)
Performance/Delivery	On-Time Fill Ratio Average duration from date authorized order was received to the date it was filled	Professional (including IT/Engineering – 15 working days Non-Professional (including Admin, non-technical) – 10 working days 90% or higher
	Response Time – Average time it takes to present resume/candidate to hiring manager once the authorized order is received	48 Hours 95% completion or higher
Customer Service and Responsiveness	Negative termination Ratio% of negative terminations due to poor performance, etc. vs. total active Associates	Maximum of 5% per quarter
Diversity Spend	Percentage of total spend from a diverse supplier (ex. Minority and Woman owned businesses).	Minimum of 30% of total annual spend
Cost Savings	Direct cost savings as a percentage of total spend	2-5% of total spend

Staffing Suppliers Metrics to be mutually agreed to by Client and RCS with periodic reports.

There are 3 key topics that will be measured:

- Participation, measured by response time and submittal to placement ratio.
- Quality, measured by performance evaluations and replacement ratio.
- Program compliance, measured by Staffing Company audits.

Metric	Measure	Purpose	Proposed Target (to be reviewed and finalized within six months of implementation)
Participation	<p>Response Time – time to respond to system generated acceptance notifications.</p> <p>Submittal to Placement Ratio = % of resumes submitted vs. total orders filled based on Quantity</p>	<p>Validation Staffing Supplier is monitoring system activity and responding in a timely fashion.</p> <p>To track whether rejections are due to Quality; also check if Staffing Supplier is "resume flooding"</p>	<p>90% response time expectation 24-72 hours</p> <p>12 to 1</p>
Quality	<p>Quality of Service Assessment = Average Quality of Service assessment rating for all temporary workers based on hiring managers returned responses</p> <p>Replacement Ratio+ % of temporary workers terminated for cause</p>	<p>Higher Quality ensures more productivity and potentially shorter engagements – knowledge of department needs.</p> <p>Decreases repeat training shows knowledge of department needs</p>	<p>3 out of 5</p> <p>Less than 5% Clerical/IT/Professional Light Industrial 10%</p>
Program Compliance	<ul style="list-style-type: none"> • AP/Administrative Audit • Onboarding/offboarding • SP Management & Issue Resolution 	<ul style="list-style-type: none"> • Ensure record keeping compliance • To ensure Staffing Company is providing and maintaining employee documentation and other information based on MSP terms 	<p>95%\</p> <p>100%</p>

EXHIBIT D

STATEMENT OF WORK-

This SOW shall serve as part of the contractual agreement between the Parties. Once executed, both Parties must mutually agree upon additional agreements or modifications to this document.

1. SCOPE

RCS shall administer and manage Client's contingent labor workforce by providing the services described herein (the "**Program**"). RCS shall be responsible for managing all contingent worker requirements at Client locations encompassing the following skill sets and such other positions as may be reasonably requested by Client and agreed to by RCS relating to its operation:

- Office and Administration
- Information Technology
- Professional
- Legal
- Finance
- Human Resources
- Engineering
- Light Industrial (Electrical/Gas)
- Marketing
- Medical/Nursing

2. PROGRAM SERVICES

2.1 Program Maintenance. RCS shall assume responsibility for managing all activities related to the Program in accordance with the Program Sponsor and the Business Rules as set forth in Schedule 1 to Exhibit D. RCS will be responsible for such as activities as follows:

- Project Management
- Extended Discovery
- Change Management I Program Communications
- Vendor Enrollment
- Policy Development
- Technology Setup
- Stakeholder Training

2.2 Staffing/Consulting Company Management. RCS shall manage the process by which third-party vendors (the "**Staffing Suppliers**") supply their employees as workers who will work for Client on a temporary basis ("**Talent**"),

2.3 Staffing Supplier Evaluations and Audits. RCS shall monitor and measure each Staffing Supplier's performance with respect to each performance measure set forth in the performance metrics, attached hereto as Exhibit C (the "**Staffing Supplier Performance Metrics**"). RCS shall include a summary of such evaluations in the Quarterly Business Review. Client may request the removal from the Program of any Staffing Supplier revealed by such evaluation to be performing below expected performance levels. RCS shall, from time to time as deemed necessary by RCS or as requested by Client, monitor the Staffing Suppliers' compliance with billing procedures and the insurance requirements set forth herein and their general conformity with the performance expectations under the Program.

2.4 Single Point of Contact. RCS shall be the single point of contact for Client (including Requestors, Order Approvers, Billing Supervisors and the Client Program Manager), and for the Staffing Suppliers, Talent, as the case may be, for questions or disputes related to the Program, including (a) the placement and filling of Orders, (b) the

processes for screening and On-Boarding of Talent set forth in Section 2.3.6, and (c) the invoicing of, and payment by Client for, the services of the Staffing Suppliers and Talent in accordance with Section 3.

2.3 Order Requisition.

2.3.1 Authority. RCS shall accept Orders submitted by Client personnel (each such submitting personnel, a "**Requestor**"). Upon receipt of such Order, RCS shall, through the VMS, notify the designated Order Approver (defined below) of the Order for approval of such Order. RCS shall also verify that Order Approver has the dollar level authority to approve such order pursuant to guidelines provided by Client to RCS. "**Order Approver**" shall mean the Client personnel designated by Client, either before an Order is placed or as otherwise set forth in an Order, as the personnel responsible for approving Orders placed by the Requestors.

2.3.2 Content. Orders shall set forth (i) the name or position of the Requestor requesting Talent, (ii) the applicable Client personnel who must approve the timecard of each Talent if different than the Requestor or the Order Approver (the "**Billing Supervisor**"), (iii) if necessary, any other Client personnel responsible for Client's oversight of the Talent, (iv) job description, (v) start date under such Order (the "**Order Start Date**"); and (vi) Skill Set of the Talent requested. "**Skill Set**" shall mean the Administrative, Professional, Light Industrial, Engineering and Information Technology skill sets. Orders shall also set forth any job-specific information, including, by way of example, (i) any applicable Pay Rate limitation, (ii) anticipated duration of project, (iii) projected completion date, (iv) customer cost elements or units to which the costs associated with the Talent are to be allocated, (v) travel requirements, if any, (vi) assignments for charging of time and expenses, and (vii) the assigned Client business unit at the assigned facility (the "**Client Facility**") where the Talent filing the Order will report for the applicable assignment.

2.3.3 Order Submission Process. Orders shall be placed electronically via the VMS.

2.3.4 Selection of Talents. RCS shall forward approved Orders to Staffing Suppliers as selected by RCS. RCS shall receive resumes from Staffing Suppliers of candidates to fill such Orders, and shall either work with Staffing Suppliers to (a) select the most qualified candidates and submit their resumes to Client for Client to select who fills the Order, or (b) at Client's request in the applicable Order, select the candidate reasonably believed to be the most qualified candidate to fill the position. RCS shall bear no responsibility for, and Client hereby waives all claims against RCS related to, the selection of any Talent to fill any Order.

2.3.5 Cancellation of Orders. Client may, at its discretion, change or cancel an Order at any time prior to a Talent starting the assignment under such Order. Client shall notify RCS using the VMS of such cancellation. In the event (i) Client cancels an Order within twenty four (24) hours prior to the Order Start Date, and (ii) if the Talent selected to fill the such Order arrives at the applicable Client Facility on the Order Start Date, then the employing Staffing Supplier may seek payment from Client (through RCS on the applicable Services Invoice) for, and Client shall pay, an amount equal to four (4) hours of work by such Talent at the applicable Bill Rate.

2.3.6 Order Fulfillment. Within two (2) business days of RCS's receipt of an approved Order, RCS shall:

- a) review Orders to ensure that the Orders include all necessary information and contact the applicable Requestor to clarify any questions or provide any required information omitted from the Order;
- b) distribute Orders to the Staffing Suppliers;
- c) receive and review the candidate profiles submitted to RCS by the Staffing Suppliers in response to such Orders; and
- d) either (i) as set forth above, collect, consolidate and forward information related to Talent candidates for Client to select the person(s) to fill the Order; (ii) inform Client of the Talent selected to fill the Order (in the event Client requests that RCS select the Talent to fill the Order), or (iii) promptly inform Client that, after making all commercially reasonable efforts to fill such Order in accordance with terms provided herein, RCS is unable to fill such Order.

2.3.7 For each Talent selected, prior to the applicable Order Start Date, RCS shall in conjunction with the Staffing Suppliers:

- a) deliver to Client any information about such Talent (including resume or background information), which Client reasonably requested in the applicable Order;
- b) require the employing Staffing Supplier to obtain (and provide to RCS) completed pre-start documentation for such Talent;
- c) perform or require the employing Staffing Supplier to perform the required background checks and screening procedures, and collect and review required documentation to confirm that the screening is complete; and
- d) perform all other On-Boarding tasks required.

2.3.8 Screening, Background Checks and Testing.

a) RCS itself shall perform or shall require Staffing Suppliers to perform interviews, resume verification, testing and background checks, as specified below, with respect to each recruited Talent assigned to Client. Client shall be notified of any Talent assigned to Client who fail to satisfy any of the tests or checks required and shall not be assigned to Client without Client's written approval after notice of such failure. The Parties' obligations related to such screening, background checks and testing are set forth in the **Client's Background Screening Manual** and include verification of work history through reference checks on such recruited Talent's resume (not applicable to Temporary Workers referred by Client as "payrollees" or 1099/independent contractors); background checks consisting of a seven (7) year county criminal check of the Talent residence, a Social Security Number verification, check of the Specially Designated Nationals List; When applicable, a Credit History check will be performed on candidates applying for a position that requires them to access Client's customer private customer information; and when applicable, a Driving History check will be performed on candidates applying for a position that requires them to drive their own vehicle or Client's vehicle as part for their job duties.

b) NERC-CIP Standards. RCS acknowledges that Client, its contractors and its contractor and subcontractor personnel are required to comply with the North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") standards when accessing CIP information on Client systems and accessing or performing services and work on Client's CIP critical or cyber assets, and accordingly will comply with the Contractor CIP Compliance Agreement dated as of _____, 2016, executed by RCS (the "**RCS Contractor CIP Compliance Agreement**" and attached hereto as **Exhibit F** and incorporated herein). In addition, RCS shall have the Staffing Suppliers sign and comply with the form of the Staffing Company Contractor CIP Compliance Agreement referenced and attached to the RCS Contractor CIP Compliance Agreement.

2.3.9 Drug Testing. RCS shall require the Staffing Suppliers to perform or cause to be performed a 5-Panel drug test per Schedule 1 and **Client's Background Screening Manual (Exhibit E)**.

2.3.10 RCS or the Staffing Suppliers shall pay for all costs related to drug testing, background checks, and other applicable screenings. Client shall reimburse Staffing Suppliers for (i) all costs related to drug testing, background checks, and applicable screenings in the event a Hiring Manager cancels an Order Request for that Talent after the tests have been performed, and (ii) all costs related to any additional background or credit or drug screenings required by Client that are not set forth in this Agreement.

2.3.11 Orientation and Training of Talents. RCS shall itself perform or shall require Staffing Suppliers to perform those services related to managing the On-Boarding of Talent in accordance with the terms set forth herein. RCS shall require Staffing Suppliers to establish an Equal Employment Opportunity policy. RCS itself shall ensure or shall cause the Staffing Suppliers to ensure that all Talent assigned to Client are familiar with Client's policies and procedures in addition to general and site specific safety requirements. RCS shall require the Staffing Suppliers to perform certain

tasks (described below) to familiarize Talents' with the Program and with Client's policies and procedures ("**On-Boarding**"). On-Boarding shall include the following services:

- a) **Pre-Start Documentation.** RCS shall require Staffing Suppliers to require each Talent assigned to Client to read, execute and comply with all documents required by Client and ensure that all documentation has been executed prior to Talent beginning any assignment for Client, including Client's requirements and policies related to Code of Conduct, Confidentiality and Standards of Business Conduct as set forth in more detail in the Talent Agreement attached as **Schedule 2. Prior to the assignment of any Talent to Client, RCS shall receive all required screening, background checks and testing documentation, including from Staffing Suppliers a certification that all required screening, background checks and testing have been performed and the personnel risk assessment ("PRA") documentation required for each "Authorized Personnel" by the RCS Contractor CIP Compliance Agreement attached hereto as Exhibit F.**
- b) **Industry Certification, Qualification and Non-Client Specific Training.** RCS shall require the Staffing Suppliers to ensure that Talent assigned to Client (i) obtain and maintain all applicable, public or industry-specific certification related to their duties as described in the applicable Order; and (ii) have been properly trained in the skills necessary to perform the requirements of their assignment to Client. Provided that such training is not Client-specific, the applicable Staffing Supplier shall bear the costs of such training. RCS shall require each Staffing Supplier to properly document and maintain records related to such certification.
- c) **Drivers License & Insurance Verification.** RCS shall require the Staffing Suppliers to ensure that all Talent who, in the performance of their assignment under the applicable Orders, are required to operate motor vehicles; possess and maintain (1) a valid driver's license (either commercial or regular as applicable to their assignments) and (2) automobile liability insurance coverage in an amount not less than the amount required under the applicable state law.
- d) **Client-Specific Training.** RCS shall verify and require that the Staffing Suppliers verify that each Talent has received any Client-specific training necessary to perform under an Order. If a Talent has not received the required training, RCS shall notify Client and Client shall cooperate with RCS to ensure that such Talent receives such Client-specific training. Client acknowledges that the hours (or portions thereof) during which a Talent attends such Client-specific training will be billed at the applicable Bill Rate.
- e) **Badging.** RCS shall facilitate Client's badging services as it applies to such Talents. Client shall be responsible for tile reasonable costs associated with such badging.
- f) **Information Technology New Vendor Service Request.** If applicable, RCS will create a new Information Technology New Vendor Service Request according to Client's instructions supplying appropriate Talent information provided by the Staffing Supplier. Such request will be forwarded to the Client representative to request and approve the necessary computer programs and equipment for the Talent to use.

2.3.12 Off-Boarding. At the completion of an Assignment, RCS itself shall perform the following activities, enlisting the assistance of Staffing Suppliers as needed:

- a) **Badge Termination.** RCS will coordinate with Client's Security group to de-activate the Access Badge assigned to the Talent. In addition, RCS will work with the Staffing Supplier to retrieve the badge from the Talent,
- b) **Return of Company Equipment, Materials or Information.** If, during the course of a Talent's assignment to Client, Client (or RCS on Client's behalf) provided Talent with equipment or job related materials owned by or otherwise the property of Client, RCS shall require that the Staffing Suppliers return, or cause to be returned, all Client equipment or materials to RCS (for RCS to return to Client) promptly after the earliest to occur of (i) termination of the assignment for which such Client equipment or materials were provided to the Talent, (ii) removal of the Talent from Client for any reason, or (iii) Client's demand for return of such equipment or materials.

2.3.13 Talent Removal.

- a) For Cause. At any time, Client may request, and RCS shall cause, the removal of any Talent assigned to Client if such Talent is in violation of the obligations described in this Agreement or those expressly set forth in the Temporary Employment Agreement and Waiver attached hereto as Schedule 2.
- b) For Convenience. At any time after Client's acceptance of a Talent candidate to fill an Order, Client may require and RCS shall cause, the removal of any Talent from his or her assignment to Client for Client's convenience. In such event, RCS shall notify the applicable Staffing Supplier and proceed with Off-Boarding the Talent.

2.3.14 Compliance with Immigration Laws. RCS shall obtain documentation certifying that all Talent supplied to Client are eligible to work legally in the United States. In the event that a Talent is found to be ineligible to work legally in the United States, upon RCS's knowledge of such ineligibility, RCS shall require the Staffing Supplier to immediately terminate for cause the assignment of such Talent to Client and replace such Talent within a reasonable time thereafter, unless otherwise requested by Client. '

2.3.15 Additional Services. RCS agrees to perform the following Client-requested services:

- a) On a weekly basis, RCS will validate orders, cost centers, accounting and charges for Talent.
- b) **1099 Independent Contractors:** As part of the Services that may be requested by Client under this Agreement, RCS shall analyze Customer's current 1099 Independent Contractors and provide Customer with RCS's professional opinion regarding whether any current 1099 Independent Contractors do not meet the qualification for 1099 status; provided, that the terms, conditions and pricing related to such services shall be set forth in a written amendment or separate agreement between the Parties.
- c) **Tenure Policy:** It is the responsibility of RCS to manage the tenure of Talent according to Eversource policies. Tenure is based on the length of time Talent is assigned to work at Eversource. This includes any assignments the Talent may have worked in other departments. RCS agrees (using the VMS) to send an automated email to the Hiring Manager 30 days and 7 days before the tenure limit is up. If the Hiring Manager desires to extend the Talent, RCS shall cooperate with the Hiring Manager to expedite the extension as soon as possible. If RCS has not received the necessary approval for an assignment extension by the end of the tenure limit, RCS will end the Talent's assignment and work with the Hiring Manager to find a replacement unless directed otherwise. For existing Talent, the tenure policy is retroactive to the Talent's original start date with Client. Weeks will begin to be calculated using the original start date.
- d) **Summer and School Year Interns – Coop Students -**

Interns and Coop Students shall be selected by Client and managed by RCS as Pre-Identified Personnel.

2.4 Time Collection. RCS shall require the Talent and/or the Staffing Suppliers, on a weekly basis, to collect all time worked by each Talent and enter (or cause to be entered) such time into the ""VMS. Upon time entry, RCS shall electronically notify the applicable Order Requestor or Timesheet Approver, as the case may be, of the time entered for their review and approval of the time entered. Only Talent time entered into the VMS shall be submitted for approval and only Approved Time will be included in any Services Invoices submitted by RCS in accordance with this Agreement. As used herein, "Approved Time" shall mean the time worked by a Talent, entered into the VMS, and approved by the applicable Order Requestor or the Billing Supervisor, as the case may be.

2.4.1 Overtime. RCS and Client acknowledge and agree that the Staffing Suppliers may, in their sole discretion, establish the daily work hours for their employees. Notwithstanding the foregoing, Client and RCS acknowledge that Client has the right to request overtime from any Talent. Any overtime requested must be pre-approved via the VMS by the applicable Order Requestor and Order Approver(s) before it can be worked by a Talent. Once approved in

accordance with this Section ("**Approved Overtime**"), Talent may work the Approved Overtime. All hours of Approved Overtime shall be billed at the applicable Overtime rate set forth in SOW Section 3.Expenses.

2.5. Management of Payroll and Invoicing. In accordance with the terms set forth in SOW, RCS shall establish, coordinate and manage the accounting, billing and invoicing of hours worked by Talent and the costs or fees charged by the Staffing Suppliers related thereto.

2.6. Reports, Information and other Services. RCS shall provide Client with reports and information relating to:

- a) the performance of RCS, the Talent, and the Staffing Suppliers;
- b) the operation or management of the electronic application(s) being provided by RCS used in connection with Order placement and fulfillment, timesheet submission and approval and invoice submission processes (the "Electronic Application"), and
- c) other mutually agreed upon reports and information.

EXHIBIT E – EVERSOURCE BACKGROUND SCREENING MANUAL

EXHIBIT F - RCS CIP CONTRACTOR AGREEMENT

EXHIBIT F**RCS CIP CONTRACTOR COMPLIANCE AGREEMENT**

Contractor Name:	Randstad General Partner (US) LLC d/b/a Randstad Corporate Services ("RCS")
Address:	925 Northpoint Parkway
City, State, Zip:	Alpharetta, GA 30005
Primary CIP Contact Person:	
Primary CIP Contact Title:	
Primary CIP Contact Phone:	
Primary CIP Contact Email:	
Alternate CIP Contact Person:	
Alternate CIP Contact Title:	
Alternate CIP Contact Phone:	
Alternate CIP Contact Email:	

This CONTRACTOR CIP COMPLIANCE AGREEMENT (the "Agreement") dated as of _____, 2016 is made by and between Randstad General Partner (US) LLC d/b/a Randstad Corporate Services ("Contractor") and EVERSOURCE ENERGY SERVICE COMPANY ("Eversource"), for itself and as agent for its affiliates (collectively, the "Company").

WHEREAS, the Company has critical assets ("CA") and critical cyber assets ("CCA") and CIP Information, as defined below, that are subject to the North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") standards pertaining to the reliability and availability of the Bulk Electric System in North America that may be modified and revised from time to time, as identified by the versions that the Company has adopted and will adopt from time to time and comply with ("CIP Standards");

WHEREAS, Contractor has agreements with its third-party vendors who are providing temporary staffing services to Company and who have access to the CA, CCA, or the CIP Information (the "Staffing Companies") under that certain Corporate Services Agreement dated _____, 2016 between Eversource and Contractor including all attachments and amendments thereto (collectively, the "MSA");

WHEREAS, Contractor will require the Staffing Companies' in its agreements to abide by the requirements contained herein and will obligate the Staffing Companies to cause their temporary workers assigned to provide services for Eversource and who have access to the CA, CCA, or CIP Information (the "Authorized Personnel") to abide by the requirements contained herein, which are aimed at protecting any confidential infrastructure information ("CII") that the Staffing Company or the Authorized Personnel obtain access to in the course of performing work for the Company,

including certain confidential information pertaining to CCA as described in the applicable CIP Standards ("CIP Information");

WHEREAS, in conjunction with the performance of work authorized by the Company involving authorized unescorted physical or cyber access to the Company's CCA and CII and/or access to CIP Information stored on Company systems ("Work"), upon the satisfaction of the terms and conditions and requirements set forth in this Agreement, Contractor shall take appropriate measures to ensure that all on boarding and Personnel Risk Assessment documentation regarding Authorized Personnel (as defined in this Agreement) has been received and reviewed by Contractor and meets Eversource requirements and that Contractor shall include in its agreements with the Staffing Companies' that the Authorized Personnel shall be duly authorized to perform the Work ordered by the Company;

WHEREAS, CIP Standards require that all Authorized Personnel satisfy personnel training and screening requirements; and

WHEREAS, CIP Standards require that all CIP Information be protected and that appropriate measures are taken to document access privileges to CIP Information, including access by Authorized Personnel.

WHEREAS, the following attachments pertain to the obligations of Contractor and its subcontractors under this Agreement:

- Attachment A: Criminal Background Check Standards Matrix
- Attachment B: Authorized Personnel Certification
- Attachment C: Confidential CII Nondisclosure Agreement
- Attachment D: Staffing Suppliers -Contractor CIP Compliance Agreement Form
 - Schedule A: Criminal Background Check Standards Matrix
 - Schedule B: Authorized Personnel Certification
 - Schedule C: Confidential CII Nondisclosure Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Prior to and as a condition of Company authorizing and granting access to cyber or unescorted physical access to CCA for Authorized Personnel, and for the duration of any Work, Contractor warrants and represents as follows:
 - a. **Security Awareness Program:** Contractor shall require (through its agreements with the Staffing Companies) that Authorized Personnel enroll in and successfully complete (through information to be provided by the Company), the Company's CIP Training Program, in accordance with the written requirements provided by the Company to Contractor and that Authorized Personnel will re-perform the CIP Training annually (through information to be provided by the Company) for the duration of any period in excess of a year that such Authorized Personnel perform Work and Contractor will periodically audit such compliance. Contractor uses information from Company's e-learning tool (which only Company may access and retrieve) in order to document Authorized Personnel's satisfactory completion of the training requirements of Section 1(a). Company agrees to make information available for Contractor to confirm

Authorized Personnel completion of required training. Should the Contractor determine that any required training has not been completed, Contractor will notify Company immediately and identify such Authorized Personnel so that training may be expedited to ensure compliance with CIP requirements.

- b. **Security Awareness Reinforcement**: Eversource shall provide to Authorized Personnel security awareness reinforcement information periodically and Contractor shall require (through its agreement with Staffing Companies) that Authorized Personnel comply with security awareness reinforcement provided by Company through direct communications, indirect communications; and management support and reinforcement. Contractor will periodically audit Staffing Companies to make sure that Authorized Personnel are required to comply with Company's security awareness reinforcement information.
- c. **Personnel Risk Assessment (PRA)**: Contractor shall require Staffing Companies perform a Personnel Risk Assessment ("PRA") for Authorized Personnel and provide such documentation and certification to Contractor who shall be responsible to review such documentation to ensure that all PRA documentation has been received and is in compliance with the Company's requirements before notifying Security that such Authorized Personnel have satisfied the PRA requirements, including, at a minimum, the following:
 - i. identity verification (e.g., Social Security Number verification for U.S. citizens required and eVerify);
 - ii. seven year criminal background check with standards that meet or exceed the Company requirements, pursuant to the attached **Attachment A**, which may be amended from time to time, upon prior written notice to Contractor, by the Company in its discretion to the extent permissible or required under applicable laws. To the extent that such amendment results in increased background check costs, Contractor may proportionately increase the pricing to Company; and
 - iii. verification that the Authorized Personnel do not have any ties to known terrorist organizations or nations via a background search of the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list.

Contractor shall review the documentation and certification presented by the Staffing Companies for each Authorized Personnel in order to verify that the PRA was completed and that it complies with the Company's written requirements associated therewith and in accordance with the provisions in this Section 1. The parties acknowledge and agree that Contractor shall be able to rely on the documentation and certification provided by Staffing Companies in compliance with Company's requirements as true and accurate and will have no obligation to create any documentation provided that no Authorized Personnel shall be employed by Contractor to provide any services to Eversource without a satisfactory PRA.

- d. Contractor shall obtain from Staffing Companies an executed CONTRACTOR CIP COMPLIANCE AGREEMENT in the form attached hereto as **Attachment B**.

2. **Authorized Personnel List:** Contractor warrants and represents that it will:
 - a. maintain a list of Authorized Personnel with authorized cyber and authorized unescorted physical access rights to Company's CCA ("Authorized Personnel List");
 - b. update the Authorized Personnel List and notify the Company and Company's designated Security representative in writing:
 - i. of any change of Authorized Personnel or change of access rights of Authorized Personnel promptly but within the periods required in this Section 2(b); provided, however, should the change be initiated by Company, it is Company that will notify Contractor in writing regarding such change;
 - ii. if any of Authorized Personnel is being or has been terminated for any reason, Contractor will notify Company's security immediately upon learning of such termination to the extent that Company's security does not already have knowledge of such termination, so that the Company can take immediate action to terminate access rights at the time of termination; provided, however, should the termination be initiated by Company, it is Company that will notify Contractor in writing regarding such change and Contractor will update the Authorized Personnel List;
 - iii. if the cyber and physical access rights or CIP Information access of any of its Authorized Personnel is no longer required, Contractor will notify Company's security immediately upon learning that CIP access is no longer needed to the extent that Company's security does not already have knowledge of such change so that the Company can take the appropriate action to terminate access rights; provided, however, should the decision that access is no longer needed be that of Company, it is Company that will notify the Contractor in writing regarding such change and Contractor will update the Authorized Personnel List.
 - c. review the Authorized Personnel List quarterly to ensure all changes have been made and advise the Company of any changes;
 - d. provide the Company with a copy of the current Authorized Personnel List upon request; and
 - e. ensure that all Authorized Personnel sign appropriate documentation which is set forth in **Attachment C** that obligates them to comply with the Company's CIP policies and procedures and the CIP Standards, as the same may be revised from time to time.
3. **Authorized Personnel Certification:** Contractor shall provide to Company an **Attachment B** Certification Form for each Authorized Personnel documenting date and completion of CIP Training in compliance with Section 1(a) and certified by Contractor that a PRA has been performed in compliance with Section 1(c). In addition, Contractor shall provide Company with an **Attachment C** executed by Authorized Personnel indicating that they have read, understand, and will comply with this Agreement, including without limitation, the confidentiality requirements.
4. **Indemnity:** Contractor shall maintain agreements with each Staffing Company that requires the Staffing Company to defend and indemnify Company, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all liabilities, damages, claims, demands, or losses, fines, penalties (including reasonable legal, attorney, administrative, or regulatory fees and expenses) arising out of, or claimed to have

arisen out of, any breach of warranty or noncompliance of the Staffing Companies, its subcontractors, agents, or employees with their obligations under such Staffing Company's executed CONTRACTOR CIP COMPLIANCE AGREEMENT with Company.

5. **Right To Audit.** Company shall have the right to inspect and audit all of Contractor's and any Staffing Company's books, records, correspondence, receipts, PRA and CIP Training records, and other documents to substantiate such party's compliance with the terms of this Agreement.
6. **CII and CIP Information Nondisclosure:** Contractor shall obtain executed CONTRACTOR CIP COMPLIANCE AGREEMENTs (**Attachment B**) from Staffing Companies and executed Confidentiality Agreements (**Attachment C** and **Schedule C**) from Authorized Personnel that will be granted access to CII, including CIP Information, to ensure that such Authorized Personnel keep such CII in confidence and trust in accordance with the following terms and conditions:
 - a. The CII is being disclosed hereunder solely for the purpose of enabling Authorized Personnel to perform the Work. Authorized Personnel will not knowingly use CII directly or indirectly for an illegal or non- legitimate purpose. Authorized Personnel shall not make any copies, excerpt, or in any way reproduce CII received hereunder, except as may be necessary for completion of the Work. Authorized Personnel shall limit disclosure of CII within its organization strictly to those persons that have been authorized by the Company pursuant to the terms of this Agreement and then only after advising such persons as to the confidential and proprietary nature of the CII and obtaining such persons' agreement as to the limitations on use and further disclosure as set forth in this Agreement.
 - b. Authorized Personnel will maintain written records of the persons to whom CII is distributed and provide such records upon request.
 - c. In no event shall any Authorized Personnel, Staffing Company or Contractor store any CII on and information technology system, equipment or device (portable or otherwise) that is not owned or managed by the Company.
 - d. Contractor shall include in its agreements with the Staffing Companies a requirement that the Staffing Companies indemnify and hold the Company harmless from all liabilities arising from or related to the disclosure of CII in violation of this Agreement by Authorized Personnel or by any third party to whom Authorized Personnel discloses CII in violation of this Agreement.
 - e. Authorized Personnel shall not transmit or further disclose the CII to any Contractor, Staffing Company or third party, without Company's advance written consent.
 - f. Contractor acknowledges that all right, title, and interest in and to the CII furnished hereunder, as well as all material prepared by Contractor which utilizes the CII, shall reside with Company or its affiliates. Nothing herein shall be construed as granting or implying any right, title, or interest in the CII to Contractor, the Staffing Companies, or

Authorized Personnel or as permitting Authorized Personnel, Contractor or the Staffing Companies to unfairly obtain the right to use CII which becomes publicly known through any improper act or omission on its part.

- g. Contractor understands and acknowledges that Company may suffer immediate and irreparable harm in the event that Contractor fails to comply with the terms of this Agreement, and that monetary damages alone may be inadequate to compensate Company and provide a remedy for a breach of this Agreement. Accordingly, Contractor agrees that Company will be entitled to seek monetary and non-monetary remedies that might be available, including injunctive relief in the event it is determined by a court that a breach of this Section 6 has occurred or is likely to occur, as well as reimbursement of reasonable legal costs, to enforce the terms of this Agreement.
 - h. The rights and obligations arising under this Agreement with respect to CII disclosed hereunder, particularly the confidentiality obligations, shall survive any termination of this Agreement.
 - i. In the event that the Company requests, the Contractor (through agreements with Staffing Companies and its Authorized Personnel) will promptly obtain from the Staffing Company that employed the Authorized Personnel and return to the Company all CII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof that were in the possession of the Authorized Personnel or obtain from such Staffing Company written confirmation that all copies of such CII have been destroyed in accordance with industry practice. Company will, to the extent such information is known by Company, identify the CII in such Authorized Personnel's possession at the time of its request for its return. To the extent that Staffing Company does not return any such CII or fails to provide the written certification of destruction, Contractor will undertake all reasonable legal remedies to secure the return of such CII. CII provided pursuant to this Agreement is deemed to be on loan and must be returned to the Company upon request.
 - j. The CII is provided "as is" with all faults. In no event shall the Company be liable for the accuracy or completeness of the CII. The Company shall not have liability to the Contractor, Staffing Companies or Authorized Personnel, or any other person or entity, for the Authorized Personnel's use of any CII disclosed pursuant to this Agreement.
- 7. This Agreement may not be superseded, amended, or modified except by written agreement of the Parties.
 - 8. The Parties understands and agrees that no failure or delay by the Company in exercising any of Company's right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
 - 9. Neither Party may assign this Agreement without the prior written approval of the other.

10. This Agreement shall be construed, interpreted, and governed by the laws of the State of Connecticut provided that if the CII pertains to CA or CCA entirely outside of the State of Connecticut then the laws of the State/Commonwealth where the CA or CCA is located (or to which the CII pertains) may govern certain aspects of the enforcement of the rights and remedies of Company (including legal process and procedure). Venue with respect to any disputes arising out of this Agreement shall be exclusively in the federal or state courts located in the State of Connecticut.
11. This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof but is subject to the terms and conditions of the MSA, as amended. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.
12. Each person signing this Agreement represents and warrants that the entity for which he/she is signing has duly authorized this Agreement and has he/she has the authority to sign on behalf of such entity. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Electronic mail or facsimile signatures shall be acceptable to and binding upon all parties with the same force and effect as if it were a manually executed and delivered counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic transmission shall also deliver the original manually executed counterpart of the Agreement to Company within ten (10) Business Days after the date of delivery of the electronic mail copy or facsimile hereof.
13. Notice and Contractor Contact: Contractor shall designate, at all times during the term of this Agreement, a Primary and Alternate CIP Contact Person and shall promptly update the information provided at the beginning of this Agreement after any changes thereto.

IN WITNESS HEREOF, the parties have hereto set their respective signatures to this Agreement effective as of the date set forth above.

Contractor: Randstad General Partner (US) LLC Eversource Energy Service Company
d/b/a Randstad Corporate Services

Kent Peters

SIGNATURE:

NAME: Kent Peters

TITLE: VP Contract Management and Compliance

DATE: Dec 9, 2016

Ellen Angley (dc)

SIGNATURE:

NAME: Ellen K. Angley

TITLE: VP Supply Chain Prop Mgmt.
Environmental Affairs Prop Mgmt.

DATE: 12/12/16

Attachment A

CRIMINAL BACKGROUND CHECK STANDARDS MATRIX

Contractor shall comply with the following screening criteria provided by Company, as the same may be amended from time to time to comply with applicable laws. Company agrees to indemnify, defend and hold harmless Contractor, and its directors, officers, shareholders, employees, agents and affiliates, from and against all claims, suits, demands, losses, damages or penalties, including reasonable attorneys' fees and costs, directly resulting from use of the following screening criteria to the extent use of the following screening criteria is determined to be unlawful.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Any felony conviction	F	F	F	F	F	F	F
More than one misdemeanor conviction for violence	F	F	F	F	F	F	F
Single misdemeanor conviction for violence	F	F	F	P	P	P	P
Misdemeanor drug possession conviction	F	F	F	P	P	P	P
Misdemeanor conviction for computer crimes	F	F	F	P	P	P	P
All other convictions not included in the above categories	P	P	P	P	P	P	P
DMV – Multiple D.U.I. / D.W.I	F	F	F	P	P	P	P
Multiple DMV Moving Violation (s)	P	P	P	P	P	P	P

F- Fail
P- Pass

Attachment B

Authorized Personnel Certification:

Contractor shall hereby certifies that it has received Personnel Risk Assessment documentation for the individuals listed below that is in compliance with Section 1(c) of the Agreement.

Name of Authorized Personnel	CIP Training Completion Date	PRA 7 year Criminal Background Check Date	PRA ID Verification Method and Date

RCS: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Pursuant to the records contained in the Company's e-Learning Central training module, the individuals listed above have successfully completed CIP Training on the dates noted above in compliance with Section 1(a) of the attached Contractor CIP Compliance Agreement

Eversource Representative: _____

SIGNATURE: _____

Date: _____

Attachment C

CONFIDENTIAL CII NONDISCLOSURE AGREEMENT

The undersigned Authorized Personnel, acknowledge and certify that they have been advised by Randstad General Partner (US) LLC d/b/a Randstad Corporate Services ("Contractor") of the following terms and further more agree to comply with and abide by said terms:

- a. Confidential infrastructure information, including certain confidential information pertaining to Critical Assets or Critical Cyber Assets as described in the applicable CIP Standards, (collectively "CII") is being disclosed hereunder solely for the purpose of enabling Authorized Personnel to perform services ("Work") as employees of a contractor of Contractor for Eversource Energy Services Company, for itself and as agent for its affiliates ("Company"). Authorized Personnel will not use CII directly or indirectly for an illegal or non- legitimate purpose. Authorized Personnel shall not make any copies, excerpt, or in any way reproduce CII received hereunder, except as may be necessary for performance and completion of the Work. Authorized Personnel shall limit disclosure of CII strictly to those persons that have been authorized by the Company in writing and then only after advising such persons as to the confidential and proprietary nature of the CII and obtaining such persons' written agreement as to the limitations on use and further disclosure as set forth in this Agreement.
- b. Authorized Personnel will maintain written records of the persons to whom CII is distributed and provide such records upon request.
- c. In no event shall any Authorized Personnel store any CII on any information technology system, equipment or device (portable or otherwise) that is not owned or managed by the Company.
- d. Authorized Personnel acknowledge and agree that Contractor shall include in its agreements with the subcontractor employing Authorized Personnel a requirement that such subcontractor indemnify and hold the Company harmless from all liabilities arising from or related to the unauthorized disclosure of CII by Authorized Personnel or by any third party to whom Authorized Personnel discloses CII in violation of these terms.
- e. Authorized Personnel shall not transmit or further disclose the CII to Contractor, subcontractor employing Authorized Personnel or third party, without Company's advance written consent.
- f. Authorized Personnel acknowledges that all right, title, and interest in and to the CII furnished hereunder, as well as all material prepared by Authorized Personnel which utilizes the CII, shall reside with Company or its affiliates. Nothing herein shall be construed as granting or implying any right, title, or interest in the CII to Authorized Personnel or any employer of Authorized Personnel or as permitting Authorized Personnel, Contractor or the subcontractor employing Authorized Personnel to unfairly obtain the right to use CII which becomes publicly known through any improper act or omission on its part.
- g. Authorized Personnel understands and acknowledges that Company may suffer immediate and irreparable harm in the event that Authorized Personnel fails to comply with the terms of this

Agreement, and that monetary damages alone may be inadequate to compensate Company and provide a remedy for a breach of this Agreement. Accordingly, Contractor agrees that Company will be entitled to seek monetary and non-monetary remedies that might be available, including injunctive relief in the event it is determined by a court that a breach of this Agreement has occurred or is likely to occur, as well as reimbursement of reasonable legal costs, to enforce the terms of this Agreement.

h. The rights and obligations arising under this Agreement with respect to CII disclosed hereunder, particularly the confidentiality obligations, shall survive any termination of this Agreement.

i. Upon the earlier to occur of Authorized Personnel's completion of services for the Company, termination or upon Company's request, Authorized Personnel will promptly return to the Company all CII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof that were in the possession of the Authorized Personnel and upon Company's request provide Company with written certification of the return of all such CII. All CII provided to Authorized Personnel is deemed to be on loan and must be returned to the Company upon request.

j. All CII is provided "as is" with all faults. In no event shall the Company be liable for the accuracy or completeness of the CII. The Company shall not have liability to the Contractor, Authorized Personnel, or any other person or entity, for the Authorized Personnel's use of any CII disclosed to Authorized Personnel.

SIGNATURE:

NAME:

TITLE:

DATE:

RCS and Staffing Supplier - Contractor CIP Compliance Agreements – Exhibit F

Attachment D**STANDARD CIP CONTRACTOR COMPLIANCE AGREEMENT FOR MSP SUBCONTRACTORS**

Contractor Name:	
Address:	
City, State, Zip:	
Primary CIP Contact Person:	
Primary CIP Contact Title:	
Primary CIP Contact Phone:	
Primary CIP Contact Email:	
Alternate CIP Contact Person:	
Alternate CIP Contact Title:	
Alternate CIP Contact Phone:	
Alternate CIP Contact Email:	

This CONTRACTOR CIP COMPLIANCE AGREEMENT (the “Agreement”) dated as of _____, 20__ is made by and between _____ (“Contractor”) and EVERSOURCE ENERGY SERVICE COMPANY (“Eversource”), for itself and as agent for its affiliates (collectively, the “Company”).

WHEREAS, the Company has critical assets (“CA”) and critical cyber assets (“CCA”) and CIP Information, as defined below, that are subject to the North American Electric Reliability Corporation (“NERC”) Critical Infrastructure Protection (“CIP”) standards, pertaining to the reliability and availability of the Bulk Electric System in North America that may be modified and revised from time to time, as identified by the versions that the Company has adopted and will adopt from time to time and comply with (“CIP Standards”);

WHEREAS, that parties agree that Contractor shall protect any confidential infrastructure information (“CII”) that Contractor obtains access to in the course of performing work for the Company, including certain confidential information pertaining to CCA as described in the applicable CIP Standards (“CIP Information”);

WHEREAS, in conjunction with the performance of work authorized by the Company, Contractor, as a subcontractor to Randstad General Partner (US) LLC d/b/a Randstad Corporate Services (“MSP”) involving authorized unescorted physical or cyber access to the Company’s CCA and CII and/or access to CIP Information stored on Company systems (“Work”), upon the satisfaction of the terms and conditions and requirements set forth in this Agreement, Contractor employees, subcontractors or agents shall be duly authorized to perform the Work ordered by the Company (“Authorized Personnel”);

WHEREAS, CIP Standards require that all Authorized Personnel satisfy personnel training and screening requirements; and

WHEREAS, CIP Standards require that all CIP Information be protected and that appropriate measures are taken to document access privileges to CIP Information, including access by Authorized Personnel.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

RCS and Staffing Supplier - Contractor CIP Compliance Agreements – Exhibit F

1. Prior to and as a condition of Company authorizing and granting access to cyber or unescorted physical access to CCA for Authorized Personnel, and for the duration of any Work, Contractor warrants and represents as follows:
 - a. **Security Awareness Program**: Contractor shall ensure that each Authorized Personnel enroll in and successfully complete (through information to be provided by the Company), the Company's CIP Training Program, in accordance with the written requirements provided by the Company to Contractor. Contractor shall be responsible to ensure that Authorized Personnel reperform the CIP Training annually (through information to be provided by the Company) for the duration of any period in excess of a year that such Authorized Personnel perform Work. Contractor uses information from Company's e-learning tool (which only Company may access and retrieve) in order to document Authorized Personnel's satisfactory completion of the training requirements of Section 1(a). Company agrees to make information available for Contractor to confirm Authorized Personnel completion of required training. Should the Contractor determine that any required training has not been completed, Contractor will notify Company immediately and identify such Authorized Personnel so that training may be expedited to ensure compliance with CIP requirements
 - b. **Security Awareness Reinforcement**: Eversource shall provide to Authorized Personnel security awareness reinforcement information periodically and Contractor shall require that Authorized Personnel comply with security awareness reinforcement provided by Company through direct communications, indirect communications; and management support and reinforcement.
 - c. **Personnel Risk Assessment (PRA)**: Contractor shall perform a Personnel Risk Assessment ("PRA") that satisfies the Company's requirements, including at a minimum the following documented information:
 - i. identity verification (e.g., Social Security Number verification for U.S. citizens required and eVerify);
 - ii. seven year criminal background check with standards that meet or exceed the Company requirements, pursuant to the attached **Schedule A**, which may be amended from time to time by the Company in its discretion; and
 - iii. verification that the Authorized Personnel do not have any ties to known terrorist organizations or nations via a background search of the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list.
2. **Authorized Personnel List**: Contractor warrants and represents that it will:
 - a. maintain a list of Authorized Personnel with authorized cyber and authorized unescorted physical access rights to Company's CCA ("Authorized Personnel List"); and
 - b. update the Authorized Personnel List and notify the Company and MSP in writing:
 - i. of any change of Authorized Personnel or change of access rights of Authorized Personnel promptly but within the periods required in this Section 2(b);
 - ii. if any of Authorized Personnel is being or has been terminated for any reason, Contractor will notify Company's security immediately upon learning of such termination to the extent that Company's security does not already have knowledge of such termination, so that the Company can take immediate action to terminate access rights at the time of termination; provided, however, should the termination be initiated by Company, it is Company that will notify Contractor in writing regarding such change and Contractor will update the Authorized Personnel List;
 - iii. if the cyber and physical access rights or CIP Information access of any of its Authorized Personnel is no longer required, Contractor will notify Company's security immediately upon learning that CIP access is no longer needed to the extent that Company's security does not already have knowledge of such change so

RCS and Staffing Supplier - Contractor CIP Compliance Agreements – Exhibit F

that the Company can take the appropriate action to terminate access rights; provided, however, should the decision that access is no longer needed be that of Company, it is Company that will notify the Contractor in writing regarding such change and Contractor will update the Authorized Personnel List.

- c. review the Authorized Personnel List quarterly to ensure all changes have been made and advise the Company and MSP of any changes;
 - d. provide the Company and MSP with a copy of the current Authorized Personnel List upon request; and
 - e. ensure that all Authorized Personnel comply with the Company's CIP policies and procedures and the CIP Standards, as the same may be revised from time to time.
3. **Authorized Personnel Certification:** Upon written request by the Company or MSP, Contractor shall obtain from Eversource such information necessary to complete a certification form attached hereto as **Schedule B** for each Authorized Personnel documenting date and completion of CIP Training in compliance with Section 1(a) and certifying that a PRA has been performed in compliance with Section 1(c). In addition, Authorized Personnel shall acknowledge their responsibilities under this Agreement by signing **Schedule C** indicating that they have read, understand, and will comply with this Agreement, including without limitation, the confidentiality requirements.
4. **Indemnity:** Contractor shall defend and indemnify Company, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all liabilities, damages, claims, demands, or losses, fines, penalties (including legal, attorney, administrative, or regulatory fees and expenses) arising out of, or claimed to have arisen out of, any breach of warranty or noncompliance of the terms of this Agreement by Contractor, its subcontractors, agents, or employees of this Agreement or by any third party to whom Contractor or any such employee, agent or representative discloses CII in violation of this Agreement.
5. **Right To Audit.** Company shall have the right to inspect and audit all of Contractor's and any subcontractor's books, records, correspondence, receipts, PRA and CIP Training records, and other documents relating to or affecting the Agreement.
6. **CII and CIP Information Nondisclosure:** Contractor has been granted access to CII, including CIP Information, and accepts and agrees and warrants and represents that it will keep such CII in confidence and trust subject to the following terms and conditions:
 - a. The CII is being disclosed hereunder solely for the purpose of enabling Contractor to perform the Work. Contractor will not knowingly use CII directly or indirectly for an illegal or non- legitimate purpose. Contractor shall not make any copies, excerpt, or in any way reproduce CII received hereunder, except as may be necessary for completion of the Work. Contractor shall limit disclosure of CII within its organization strictly to those persons that have been authorized by the Company pursuant to the terms of this Agreement and then only after advising such persons as to the confidential and proprietary nature of the CII and obtaining such persons' agreement as to the limitations on use and further disclosure as set forth in this Agreement.
 - b. Contractor will maintain written records of the persons to whom CII is distributed and provide such records upon request.
 - c. In no event shall any Authorized Personnel, Staffing Company or Contractor store any CII on any information technology system, equipment or device (portable or otherwise) that is not owned or managed by the Company. Contractor and its agents, employees, and representatives shall maintain the CII: (i) in a confidential and secure place; (ii) only on Company systems and in compliance with the Company's information security requirements (iii) in compliance with CIP Standards for access to or storage of any CIP

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Information; and (v) in compliance with Contractor's confidential information policies and procedures for the protection of highly confidential information, data or other tangible or intangible property of Contractor.

- d. Contractor shall indemnify and hold the Company harmless from all liabilities arising from or related to the disclosure of CII in violation of this Agreement by Contractor or by any employee, agent, or other representative of Contractor or by any third party to whom Contractor or any such employee, agent or representative discloses CII in violation of this Agreement.
- e. Contractor shall not transmit or further disclose the CII to any third party, provided, however, that the foregoing shall not prohibit the inspection and review only of such CII at Company's offices by a governmental authority or agency upon the issuance of: (i) an order compelling such inspection and review by a court of competent jurisdiction; or (ii) a protective order no less restrictive than the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the Company waives compliance with the provisions hereof, the Contractor hereby agrees to furnish only that portion of the CII which the Contractor's counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such CII. Upon issuance of a subpoena seeking disclosure of CII, Contractor shall immediately notify Company and MSP and take all reasonable steps to limit disclosure of the CII. Contractor shall not reproduce or excerpt such CII during such inspection and review.
- f. Contractor acknowledges that all right, title, and interest in and to the CII furnished hereunder, as well as all material prepared by Contractor which utilizes the CII, shall reside with Company or its affiliates. Nothing herein shall be construed as granting or implying any right, title, or interest in the CII to Contractor or as permitting Contractor to unfairly obtain the right to use CII which becomes publicly known through any improper act or omission on its part.
- g. Contractor understands and acknowledges that Company will suffer immediate and irreparable harm in the event that Contractor fails to comply with the terms of this Agreement, and that monetary damages alone may be inadequate to compensate Company and provide a remedy for a breach of this Agreement. Accordingly, Contractor agrees that Company will be entitled to monetary and non-monetary remedies that might be available, including injunctive relief in the event it is determined by a court that a breach of this Section 6 has occurred or is likely to occur, as well as reimbursement of legal costs, to enforce the terms of this Agreement.
- h. The rights and obligations arising under this Agreement with respect to CII disclosed hereunder, particularly the confidentiality obligations, shall survive any termination of this Agreement.
- i. In the event that the Company, in its sole discretion, so requests, the Contractor will promptly deliver to the Company all CII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof. CII provided pursuant to this Agreement is deemed to be on loan and must be returned to the Company upon request. If the Contractor is an employee of a federal or State agency, s/he must note that the information is not the property of the agency.
- j. The CII is provided "as is" with all faults. In no event shall the Company be liable for the accuracy or completeness of the CII. The Company shall not have liability to the Contractor, or any other person or entity, for the Contractor's use of any CII disclosed pursuant to this Agreement.

RCS and Staffing Supplier - Contractor CIP Compliance Agreements – Exhibit F

7. This Agreement may not be superseded, amended, or modified except by written agreement of the Parties.
8. The Contractor understands and agrees that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Contractor acknowledges and agrees that upon written authorization by the Company, the MSP may be authorized by the Company to enforce the Company's rights under this Agreement for the benefit of the Company.
9. Neither Party may assign this Agreement without the prior written approval of the other.
10. This Agreement shall be construed, interpreted, and governed by the laws of the State of Connecticut provided that (a) if the CII pertains to CA or CCA entirely outside of the State of Connecticut then the laws of the State/Commonwealth where the CA or CCA is located (or to which the CII pertains) may govern certain aspects of the enforcement of the rights and remedies of Company (including legal process and procedure); Venue with respect to any disputes arising out of this Agreement shall be exclusively in the federal or state courts located in the State of Connecticut.
11. This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.
12. Each person signing this Agreement represents and warrants that the entity for which he/she is signing has duly authorized this Agreement and has he/she has the authority to sign on behalf of such entity. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Electronic mail or facsimile signatures shall be acceptable to and binding upon all parties with the same force and effect as if it were a manually executed and delivered counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic transmission shall also deliver the original manually executed counterpart of the Agreement to Company (through MSP) within ten (10) Business Days after the date of delivery of the electronic mail copy or facsimile hereof.
13. Notice and Contractor Contact: Contractor shall designate, at all times during its performance of Work, a Primary and Alternate CIP Contact Person and shall promptly update the information provided at the beginning of this Agreement after any changes thereto.

IN WITNESS HEREOF, the parties have hereto set their respective signatures to this Agreement effective as of the date set forth above.

Contractor: _____

Eversource Energy Service Company

SIGNATURE:

SIGNATURE:

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

RCS and Staffing Supplier - Contractor CIP Compliance Agreements – Exhibit F

Schedule A

CRIMINAL BACKGROUND CHECK STANDARDS MATRIX

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Any felony conviction	F	F	F	F	F	F	F
More than one misdemeanor conviction for violence	F	F	F	F	F	F	F
Single misdemeanor conviction for violence	F	F	F	P	P	P	P
Misdemeanor drug possession conviction	F	F	F	P	P	P	P
Misdemeanor conviction for computer crimes	F	F	F	P	P	P	P
All other convictions not included in the above categories	P	P	P	P	P	P	P
DMV – Multiple D.U.I. / D.W.I	F	F	F	P	P	P	P
Multiple DMV Moving Violation (s)	P	P	P	P	P	P	P

F- Fail

P- Pass

RCS and Staffing Supplier - Contractor CIP Compliance Agreements – Exhibit F

Schedule B

Authorized Personnel Certification:

Contractor shall hereby certifies that the individuals identified below have:

- i. Based on information provided by Eversource, successfully completed CIP Training in compliance with Section 1(a) of the attached Contractor CIP Compliance Agreement between Company and Contractor ("Agreement"); and
- ii. received a Personnel Risk Assessment in compliance with Section 1(c) of the Agreement.

Name of Authorized Personnel	CIP Training Completion Date	PRA 7 year Criminal Background Check Date	PRA ID Verification Method and Date

Contractor: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

RCS and Staffing Supplier - Contractor CIP Compliance Agreements – Exhibit F

Schedule C

CONFIDENTIAL CIP INFORMATION AND CII NONDISCLOSURE AGREEMENT

CONFIDENTIAL CII NONDISCLOSURE AGREEMENT

The undersigned Authorized Personnel, acknowledge and certify that they have been advised by MSP (as defined below) of the following terms and further more agree to comply with and abide by said terms:

- a. Confidential infrastructure information, including certain confidential information pertaining to Critical Assets or Critical Cyber Assets as described in Standard CIP-003-1, (collectively “CII”) is being disclosed hereunder solely for the purpose of enabling Authorized Personnel to perform services (“Work”) as employees of a contractor of Randstad General Partner (US) LLC d/b/a Randstad Corporate Services (“MSP”) for Eversource Energy Services Company, for itself and as agent for its affiliates (“Company”). Authorized Personnel will not use CII directly or indirectly for an illegal or non-legitimate purpose. Authorized Personnel shall not make any copies, excerpt, or in any way reproduce CII received hereunder, except as may be necessary for performance and completion of the Work. Authorized Personnel shall limit disclosure of CII strictly to those persons that have been authorized by the Company in writing and then only after advising such persons as to the confidential and proprietary nature of the CII and obtaining such persons’ written agreement as to the limitations on use and further disclosure as set forth in this Agreement.
- b. Authorized Personnel will maintain written records of the persons to whom CII is distributed and provide such records upon request.
- c. In no event shall any Authorized Personnel store any CII on and information technology system, equipment or device (portable or otherwise) that is not owned or managed by the Company.
- d. Authorized Personnel acknowledge and agree that MSP shall include in its agreements with the subcontractor employing Authorized Personnel a requirement that such subcontractor indemnify and hold the Company harmless from all liabilities arising from or related to the unauthorized disclosure of CII by Authorized Personnel or by any third party to whom Authorized Personnel discloses CII in violation of these terms.
- e. Authorized Personnel shall not transmit or further disclose the CII to MSP, subcontractor employing Authorized Personnel or third party, without Company’s advance written consent.
- f. Authorized Personnel acknowledges that all right, title, and interest in and to the CII furnished hereunder, as well as all material prepared by Authorized Personnel which utilizes the CII, shall reside with Company or its affiliates. Nothing herein shall be construed as granting or implying any right, title, or interest in the CII to Authorized Personnel or any employer of Authorized Personnel or as permitting Authorized Personnel, MSP or the subcontractor employing Authorized Personnel to unfairly obtain the right to use CII which becomes publicly known through any improper act or omission on its part.
- g. Authorized Personnel understands and acknowledges that Company will suffer immediate and irreparable harm in the event that Authorized Personnel fails to comply with the terms of this Agreement, and that monetary damages alone may be inadequate to compensate Company and provide a remedy for a breach of this Agreement. Accordingly, MSP agrees that Company will be entitled to monetary and non-monetary remedies that might be available, including injunctive relief in the event it is determined by a court that a breach of this Agreement has occurred or is likely to occur, as well as reimbursement of legal costs, to enforce the terms of this Agreement.
- h. The rights and obligations arising under this Agreement with respect to CII disclosed hereunder, particularly the confidentiality obligations, shall survive any termination of this Agreement.

RCS and Staffing Supplier - Contractor CIP Compliance Agreements – Exhibit F

i. Upon the earlier to occur of Authorized Personnel's completion of services for the Company, termination or upon Company's request , Authorized Personnel will promptly return to the Company all CII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof that were in the possession of the Authorized Personnel and upon Company's request provide Company with written certification of the return of all such CII. All CII provided to Authorized Personnel is deemed to be on loan and must be returned to the Company upon request.

j. All CII is provided "as is" with all faults. In no event shall the Company be liable for the accuracy or completeness of the CII. The Company shall not have liability to the MSP, Authorized Personnel, or any other person or entity, for the Authorized Personnel's use of any CII disclosed to Authorized Personnel.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Purchase Order Details

10150584: Consulting Services for Investment Management Pension Pla

Status : SENT

Revision:	1	Date of Issue:	4/30/18	Ship Via:	
Procurement Agent:	CHRISTA SIMMONS	Requested Delivery Date:	10/23/17	F.O.B.:	
Agent Email	christa.simmons@eversour	Payment Terms:	NET 1	WM Project :	
Agent Phone	8606656141	Freight Terms:		WM WO/WR	

Vendor ID: AONCONIN-000

Contract #: CW2240218

Vendor Name: AON CONSULTING INC
29695 NETWORK PLACE
CHICAGO, IL, 60673-1296

Phone:
Fax:

Contact:

Ship To: NU PARENT
107 SELDEN ST
BERLIN, CT, 06037

Bill To: EVERSOURCE BILL TO
P.O. BOX 5017
HARTFORD, CT, 06102-5017

Attention: Sylvester, Gilda J

Attention:

Contact #:

Contact #:

Drop Ship

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	Consultng Services for Investment Management Pension Plan			0.00	1000000.00		1000000.00	1000000.00	10/23/17

Additional Desc :

Approved Mfgr	Model #	Part #	Instructions :
			Total PO Cost: 1000000.00 USD

Purchase Order Details

Terms and Conditions

CONTRULES

IN ACCEPTING THIS PURCHASE ORDER, THE CONTRACTOR ACKNOWLEDGES THAT IT IS FAMILIAR WITH THE SITE AND UNDERSTANDS SPECIFIC SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR THE WORK REQUIRED. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ALL OF ITS EMPLOYEES AND SUBCONTRACTORS WILL WORK IN ACCORDANCE WITH ALL OF THE SAFETY AND ENVIRONMENTAL REQUIREMENTS CONTAINED IN THE EVERSOURCE ENERGY WORK RULES ATTACHED TO THIS PURCHASE ORDER, THE CONTRACTOR'S SAFETY POLICIES AND PROCEDURES AND IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF OSHA REGULATIONS 29CFR1910/1926. FAILURE TO COMPLY WITH THE EVERSOURCE ENERGY CONTRACTOR WORK RULES MAY RESULT IN TERMINATION OF THIS PURCHASE ORDER.

THE CONTRACTOR IS REMINDED THAT 29CFR1910.269 ESTABLISHES ADDITIONAL SPECIFIC REQUIREMENTS FOR WORK PERFORMED ON ELECTRIC POWER GENERATION, CONTROL, TRANSFORMATION, TRANSMISSION, AND DISTRIBUTION LINES AND EQUIPMENT, INCLUDING THE NEED TO PROVIDE WORKERS TRAINED IN FIRST AID AND CARDIOPULMONARY RESUSCITATION.

CONTRACTORS PERFORMING WORK AT OR IN THE VICINITY OF YANKEE GAS FACILITIES ARE REQUIRED TO BE OPERATOR QUALIFIED IN ACCORDANCE WITH 49CFR192 – SUBPART N. REQUIRED TASKS TO BE DETERMINED BY YANKEE GAS DEPENDING ON THE TYPE OF WORK TO BE PERFORMED.

EVERSOURCE ENERGY RESERVES THE RIGHT TO REVIEW ANY AND ALL CONTRACTOR DOCUMENTATION APPLICABLE TO THE WORK, INCLUDING SAFETY MANUALS, POLICIES, PROCEDURES, TRAINING AND QUALIFICATION RECORDS.
This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Standard: EEO/AA Type: PURCH Title : EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

COMPLIANCE WITH LAW - SELLER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND ORDERS RESPECTING THE GOODS AND SERVICES PROVIDED UNDER THIS PO. THE "EQUAL OPPORTUNITY CLAUSE" (41 CFR 60-1.4), THE "AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES CLAUSE" (41 CFR 60-741.4), THE AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA CLAUSE" (41 CFR 60-250.5) AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION LAWS, ARE HEREBY INCORPORATED HEREIN BY REFERENCE.

> SELLER SHALL COMPLY WITH THE PROVISIONS OF EXECUTIVE ORDER 13201 (29 CFR PART 470).

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Standard: INVLOOK Type: PURCH Title : INVOICE LOOK-UP PROGRAM NOTIFICATION FOR VENDORS

PLEASE PROVIDE THIS INFORMATION TO YOUR ACCOUNTS RECEIVABLE DEPARTMENT: AS A SUPPLIER TO EVERSOURCE, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE.

ENTER YOUR ZIP CODE, LOG IN ON TOP RIGHT WITH SAME LOGIN AND SCROLL TO BOTTOM OF PAGE. CLICK ON AFFILIATES UNDER "DOING BUSINESS WITH US," WHICH IS ON RIGHT SIDE OF SCREEN, CLICK ON "SUPPLIER ESOURCING" IN GREEN BOX ON LEFT— IT IS THE LAST ONE LISTED. SCROLL DOWN AND ON THE LEFT AND CLICK ON "CHECK INVOICE STATUS." THEN GO TO BOTTOM OF PAGE AND ENTER YOUR 8-DIGIT PO AND INVOICE AND "SUBMIT." IF YOU RECEIVE MESSAGE TO CONTACT ACCOUNTS PAYABLE AFTER YOU ENTER THE 8-DIGIT PURCHASE ORDER # AND INVOICE #, AND HIT SUBMIT, YOU CAN EMAIL FROM THE SITE. IN THE EMAIL, PLEASE PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND PO AND RELEASE IF APPLICABLE. IF YOU ARE INQUIRING ABOUT AN NSTAR INVOICE, PLEASE CONTACT ACCOUNTS PAYABLE AT 860-665-4592 AND PROVIDE YOUR INVOICE #, INVOICE DATE, INVOICE AMOUNT, AND CONTRACT OR PO AND RELEASE, IF APPLICABLE.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Labeling

ITEMS WHICH HAVE EVERSOURCE ITEM NUMBERS MUST BE CLEARLY MARKED WITH OUR ITEM NUMBER AND PURCHASE ORDER NUMBER IN BOTH A NUMERICAL AND, IF WITHIN YOUR CAPABILITY, A BAR CODE LABEL IN CODE 39 FORMAT. SUCH LABELING SHOULD BE ON EACH CARTON OR PACKAGE.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Standard: SDS40 Type: PURCH Title : DO NOT SUBSTITUTE DO NOT SUBSTITUTE.

DO NOT SUBSTITUTE.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Purchase Order Details

Terms and Conditions

Standard: SRO20 Type: PURCH .Title : INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO

INVOICES WILL NOT BE PAID IF THEY ARE SUBMITTED WITHOUT A TYPED REFERENCE TO THE APPROPRIATE PURCHASE ORDER NUMBER . PLEASE PUT THE ENTIRE PURCHASE ORDER NUMBER, INCLUDING ANY REVISION NO. AND BLANKET RELEASE NO., FOR A TOTAL OF 16 DIGITS IF REQUIRED, ON YOUR INVOICE AND MAIL THE INVOICE TO THE ADDRESS SHOWN ON THE TOP OF THE PURCHASE ORDER. PO REFERENCE NUMBERS MUST BE TYPED ON THE FACE OF THE INVOICE. HANDWRITTEN PO REFERENCE NUMBERS CANNOT BE ACCEPTED.

This document should be reviewed at "Doing Business with Eversource" at Eversource.com

Rates will remain firm for duration of contract

RATES SHALL REMAIN FIRM FOR DURATION OF CONTRACT

This document should be reviewed at "Doing Business with Eversource" at Eversource.com
RATES SHALL REMAIN FIRM FOR DURATION OF CONTRACT

NEWCONTREF

THE MATERIALS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER ARE GOVERNED BY THE AGREED UPON CONTRACT REFERENCED ON THE FACE OF THIS PURCHASE ORDER

This document should be reviewed at "Doing Business with Eversource" at Eversource.com



December 9, 2016

Mr. Robert J. DeAngelo
Eversource Energy
107 Selden Street
Berlin, CT 06037

Dear Bob,

Subject: 2017 Retirement Consulting Agreement

Thank you for the opportunity to continue our relationship. We look forward to working with you. As we discussed, this letter documents our charges for actuarial services during the 2017 calendar year.

For 2017, we will charge the following for the base actuarial valuation work.

▪ Eversource Pension Plan ¹	\$111,240
▪ Planning and Forecasting Risk Analyzer	<u>55,620</u>
▪ Total	\$166,860

The initial term of our agreement will begin on January 1, 2017 and end on December 31, 2017. This agreement will automatically renew for successive one-year terms unless Eversource Energy or Aon Hewitt provides a written termination notice. If this agreement is terminated, Eversource Energy will be responsible for any unpaid work performed up to the date of termination. For Services performed before or after the effective dates of this letter, Aon Hewitt will be entitled to receive compensation for services actually performed and related out-of-pocket expenses at Aon Hewitt's standard billing rates or as otherwise agreed in writing between the parties.

Other projects will include (but will not be limited to) the annual actuarial valuation for qualified pension plan under alternative assumptions, additional support for pension expense projections, additional auditor support, nondiscrimination testing, contribution strategy, qualified plan benefit calculation support, review of actuarial assumptions, PBGC support, IRS Form 5500 filing support, assistance with pension plan funding notice, qualified plan document review, mergers and acquisitions support, meetings, union negotiations support, rate case support, pension de-risking analysis, legislated changes support, plan compliance support, miscellaneous Treasury support, miscellaneous trust related support, and other issues that arise during the year.

¹ The split between trust and non-trust payable is based on Eversource Energy's guidance. Attached is information about what is included in the base actuarial valuation work.



Mr. Robert J. DeAngelo
Page 2
December 9, 2016

Our fees for other projects will be determined on a time and materials basis in accordance with Aon Hewitt's standard billing rates and the value of our services based on our time, complexity, and the level of skill and urgency required, unless we agree to a different arrangement. We will discuss estimated fees in more detail for larger projects. Materials includes (but is not limited to) such items as printing, binding, shipping, outside supplier charges, etc. Materials also include a Technology Charge, which is applied to all consultant and contractor time charges at Aon Hewitt's then current standard rate (currently 7%).

In addition to fees, Eversource Energy will be responsible for travel-related and out-of-pocket expenses, at cost, which Aon Hewitt has incurred on your behalf. A ten percent administrative service charge will be added to the amount paid by Aon Hewitt to outside suppliers. Miscellaneous costs not directly allocable to each client (including research, knowledge management, information networks, and databases), are added to all service fees at Aon Hewitt's then current standard rate (currently 7%).

We will invoice you monthly based on the progress of the work and the fees for other projects. Fees and any out of pocket expenses are due within thirty days from the invoice date shown on the invoice. Please promptly notify Aon Hewitt of any questions regarding invoices so that we can expect timely payments. We will invoice you via email, and all payments will be made via electronic payment. Interest on late payments will be assessed at nine percent per annum.

Other consulting projects may also be included as part of this engagement, as agreed to in writing or email by the parties. With respect to any project, we retain all ownership rights to our existing and developed intellectual property. In connection with our services, each party agrees to treat the other party's proprietary information as confidential; provided, however, we may use your plan information in combination with other data, including the disclosure of such information to third parties, provided that no such information is identifiable as you, the plan or a plan participant (for example, we may aggregate your plan information with other client data to provide trend analyses to our client base). Our professional services do not in any case include legal, investment or accounting services. We are neither an ERISA Plan Administrator nor other fiduciary to your plan.

In the course of Aon Hewitt's work, we may provide you with information that originated with the Limited Access Social Security Death Master File ("Limited Access DMF") such as a participant's date of death. Any data that is obtained from the Limited Access DMF, which is not data already available in your records, is subject to restrictions on its use and the data must be safeguarded in accordance with the protocols as described in 15 CFR Part 1110, of the National Technical Information Service, U.S. Department of Commerce, Certification Program for access to the Death Master File Final Rule ("Final Rule"). Please note that non-compliance with the requirements of the Final Rule is subject to statutorily mandated penalties.

We pride ourselves on the quality and accuracy of our work and do not anticipate any errors. However, should any errors in our work occur, we will correct our work product without any additional charge. In addition, to the extent we have failed to satisfy our obligations under this letter, our liability to you will not exceed the amount of fees you paid for the work. As our sole responsibility under this letter is to you, you will be responsible for any third party claims against you or us arising out of or in



Mr. Robert J. DeAngelo
Page 3
December 9, 2016

connection with the Services. Third parties include your affiliates, the plans, any trustees and any employees, participants or their representatives. If it is determined that any damages to such third parties resulted from our error, we will reimburse you for up to the amount set forth in this letter. Any disputes under this letter will be governed by the internal laws of Illinois.

To the extent we are or may become subject to the fee disclosure requirements under section 408(b)(2) of ERISA, this letter is intended to provide such disclosure. Our fees for the services described in this letter are "direct compensation" (as defined under section 408(b)(2) of ERISA and the applicable regulations). We will not receive "indirect compensation" or "related party compensation" (as such terms are defined under section 408(b)(2) of ERISA and the applicable regulations).

Please acknowledge by return email or written communication your consent to these arrangements for this engagement.

Feel free to contact me with any questions or comments. We look forward to working with you and your team.

Sincerely,

Hewitt Associates LLC, an Aon Hewitt company.

A handwritten signature in black ink, appearing to read "Shane W. Siefer".

Shane W. Siefer

SWS:mal
2582L327

cc: Ms. Jenifer B. Rizza, Eversource Energy
Mr. Samuel Maranto, Aon Hewitt

Accepted this 19th day of December, 2016

Eversource Energy

By: Robert J. DeAngelo

Name: Robert J. DeAngelo

Title: Director - Investment Management

Description of Items in Base Actuarial Valuation for 2017

Scope of Services Requested	Pricing
Qualified Pension Plans <ul style="list-style-type: none"> Actuarial valuations of single qualified pension plan Standard funding valuation for cash contribution requirements ASC 715 (FAS 87) pension expense determination Plan reporting requirements under ASC 960 ASC 715 year-end financial disclosure Actuarial valuation reports Final AFTAP certification Schedule R for Form 5500 Schedule SB for Form 5500 Support of PBGC premium filing Standard census data processing Annual defined benefit funding notice One annual valuation meeting to review all valuations Responses to standard auditor questions Discount rate analysis Quarterly balance sheet and AOCI reconciliation Review/support of key financial and actuarial assumption documentation at year end Allocation of results by division as necessary 	Fixed fee of \$111,240
Planning and Forecasting <ul style="list-style-type: none"> 5-year forecast for pension and postretirement welfare plans (updated three times per year) Utilizes Risk Analyzer, our web-based planning tool for scenario analysis of projected funded status, benefit expense, and contributions Includes separate allocation schedules by division (up to three preparations per year) 	Fixed fee of \$55,620 <ul style="list-style-type: none"> Additional fees would apply to enable daily funded status tracking and prior period attribution analysis (i.e., "Insights" feature of Risk Analyzer)

Northeast
Utilities SystemTELECOPIER COVER LETTER
(Fax)

APR 11/01 REV. 11.97 DATE 6/8/04	TIME	TOTAL NUMBER OF PAGES BEING SENT: (Including this page) (8) 21
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TO:	COMPANY Hewitt Associates
	DEPARTMENT / DIVISION
	ATTENTION Marjorie Burnett
	TELECOPIER TELEPHONE NUMBER > (INCLUDE AREA CODE) (203) 853-2224

FROM:	COMPANY <input type="checkbox"/> CY <input type="checkbox"/> NAESCO <input type="checkbox"/> PSNH <input type="checkbox"/> CL&P <input type="checkbox"/> HWPCO <input type="checkbox"/> WMECO <input type="checkbox"/> NNECO <input checked="" type="checkbox"/> NUSCO		
	NAME Stacy L. O'Brien	ROOM NO.	TELEPHONE NUMBER * (860) 665-5873
	DEPARTMENT / DIVISION Purchasing Department	Email address: OBRIESL@NU.COM	
	TELECOPIER TELEPHONE NUMBER > (INCLUDE AREA CODE) (860) 665-6301		

* IF YOU DID NOT RECEIVE ALL OF THE PAGES, PLEASE CALL THIS NUMBER.

COMMENTS / DIRECTIONS

Per your request- attached are copies of PO's 02092446 & 02183189. I have also included a copy of the NUSCO Consulting Terms and Conditions.

Please call me if you have any questions,

Thanks

Stacy O'Brien

IMPORTANT NOTICE

The information contained in this facsimile transmittal is intended only for the use of the individual or entity named above, and may be privileged, confidential, and/or proprietary. If the reader of this message is not the intended recipient, you are hereby notified that any review, distribution or copying of the attached communication is unauthorized and strictly prohibited. If you have received this communication in error, please notify us by telephone at once and destroy the facsimile message received. Thank you.

Northeast
Utilities System**PURCHASE ORDER**All Purchase Order Revision and Blanket Purchase
numbers must appear on all Invoices
Correspondence, Packing Slips, and Bills of Lading

NUSCO 2784/3 03

Mail Invoices To:

NORTHEAST UTILITIES SERVICE CO

P.O. BOX 5017

Hartford CT 06102-5017

Purchase Order : 02092446
Revision : 009
Release :
Printed : 06/08/04
Page : 1

Please Direct Inquiries to:

STACY L. O'BRIEN

Title: BUYER

Phone: 860-665-5000

Ext:

Fax : 860-665-6301

Vendor:

HEWITT ASSOCIATES

PO BOX 95135

CHICAGO IL 60694-5135

**** DUPLICATE COPY

PO REVISION

Payment Terms

1

Days Net 30 Days

ERS: N

Ref Contract:

Primary Ship To: NORTHEAST UTILITIES SERVICE CO
STOREROOM
107 SELDEN STREET
USE GATE "A" - WEBSTER STREET
BERLIN CT 06037

Attention : K. D. SCHIFFMAN

Transit Type

Carrier Name

FOB

FOB Point

NOT APPLICABLE

Header Terms and Conditions - Text at End

Req	Standard Name	Rev	S/P	Text	Title
	CONTRULES	000	S	Y	CONTRACTOR WORK RULES
	EEO/AA	002	S	Y	EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION
	INVLOOK	000	S	Y	LOOKUP YOUR INVOICE STATUS- WWW.NU.COM
	SAC10	000	S	Y	AUDIT, NUSCO HAS THE RIGHT AT ALL REASONABLE TIMES
	SC101	000	S	Y	CERTIFICATE OF INSURANCE IS REQUIRED
	SR020	000	S	Y	INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO
	STA04	000	S	Y	TAX, CT SALES TAX OF 6% APPLICABLE
	VTC32	000	V	Y	GT&C ATTACHED, IN LIEU OF REVERSE SIDE OF PO

Line	Qty	UP	Item Description	Unit Price	Extension
0001	1	1.0	Catalog ID:		

NON-TAXABLE

Qty:

1

Delivery Date: 12/31/98

Note: The Seller in accepting this Purchase Order, agrees to and accepts the NUSCO Purchase Order Terms and Conditions
(Revised - March 12, 2003) on the reverse side of this order.

000377

Northeast
Utilities System**PURCHASE ORDER**All Purchase Order, Revision and Blanket Release
numbers must appear on all invoices
Correspondence, Packing Slips, and Bills of Lading.

POL290214V3 03

Mail Invoice To:
NORTHEAST UTILITIES SERVICE CO
P.O. BOX 5017
Hartford CT 06102-5017Purchase Order : 02092446
Revision : 009
Release :
Printed : 06/08/04
Page : 2FURNISH CONSULTING SERVICES
Furnish consulting and actuarial
services related to our pension plans
as requested by our Human Resources
Department.

>

All work performed based on rates on
file dated January 13, 1999 for your
Mr. Bruce Monte Jr.**Purchase Order Total Amount**

AUTHORIZED SIGNATURE

Variable Terms and Conditions

Line	Eq	Standard Name	Rev	Variable Text
VTC32		000 GT&C ATTACHED, IN LIEU OF REVERSE SIDE OF PO		

THIS CONTRACT WILL BE PERFORMED IN ACCORD-
ANCE WITH THE ATTACHED NORTHEAST UTILITIES
GENERAL TERMS AND CONDITIONS FOR
CONSULTING SERVICES ,
IN LIEU OF THE TERMS AND CONDITIONS ON THE
REVERSE SIDE OF THIS PURCHASE ORDER.

Standards and Procedures Text at End

IN ACCEPTING THIS PURCHASE ORDER, THE CONTRACTOR ACKNOWLEDGES THAT IT
IS FAMILIAR WITH THE SITE AND UNDERSTANDS SPECIFIC SAFETY AND
ENVIRONMENTAL REQUIREMENTS FOR THE WORK REQUIRED. THE CONTRACTOR
ALSO ACKNOWLEDGES THAT ALL OF ITS EMPLOYEES AND SUBCONTRACTORS WILL

Note: The Seller in accepting this Purchase Order, agrees to and accepts the NUSCO Purchase Order Terms and Conditions
(Revised - March 12, 2003) on the reverse side of this order.

000378

Northeast
Utilities System**PURCHASE ORDER**All Purchase Order Revision and Blanket Release
numbers must appear on all invoices
Correspondence, Packing Sheets, and Bills of Lading

P000002 REV 3 03

Mail Invoice To:

NORTHEAST UTILITIES SERVICE CO

P.O. BOX 5017

Hartford CT 06102-5017

Purchase Order : 02092446

Revision : 009

Release :

Printed : 06/08/04

Page : 3

WORK IN ACCORDANCE WITH ALL OF THE SAFETY AND ENVIRONMENTAL REQUIREMENTS CONTAINED IN THE NORTHEAST UTILITIES WORK RULES ATTACHED TO THIS PURCHASE ORDER, THE CONTRACTOR'S SAFETY POLICIES AND PROCEDURES AND IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF OSHA REGULATIONS 29CFR1910/1926. FAILURE TO COMPLY WITH THE NORTHEAST UTILITIES CONTRACTOR WORK RULES MAY RESULT IN TERMINATION OF THIS PURCHASE ORDER.

THE CONTRACTOR IS REMINDED THAT 29CFR1910.269 ESTABLISHES ADDITIONAL SPECIFIC REQUIREMENTS FOR WORK PERFORMED ON ELECTRIC POWER GENERATION, CONTROL, TRANSFORMATION, TRANSMISSION, AND DISTRIBUTION LINES AND EQUIPMENT, INCLUDING THE NEED TO PROVIDE WORKERS TRAINED IN FIRST AID AND CARDIOPULMONARY RESUSCITATION.

CONTRACTORS PERFORMING WORK AT OR IN THE VICINITY OF YANKEE GAS FACILITIES ARE REQUIRED TO BE OPERATOR QUALIFIED IN ACCORDANCE WITH 49CFR192 - SUBPART N. REQUIRED TASKS TO BE DETERMINED BY YANKEE GAS DEPENDING ON THE TYPE OF WORK TO BE PERFORMED.

NORTHEAST UTILITIES RESERVES THE RIGHT TO REVIEW ANY AND ALL CONTRACTOR DOCUMENTATION APPLICABLE TO THE WORK, INCLUDING SAFETY MANUALS, POLICIES, PROCEDURES, TRAINING AND QUALIFICATION RECORDS.

Standard: EEO/AA

Type: PURCH

Title : EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

>

COMPLIANCE WITH LAW - SELLER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND ORDERS RESPECTING THE GOODS AND SERVICES PROVIDED UNDER THIS PO. THE "EQUAL OPPORTUNITY CLAUSE" (40 CFR 60-1.4), THE "AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES CLAUSE" ("40 CFR 60-741.4), THE AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA CLAUSE" (40 CFR 60-250.5) AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION LAWS, ARE HEREBY INCORPORATED HEREIN BY REFERENCE.

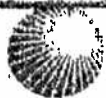
Standard: INVLOOK

Type: PURCH

Title : INVOICE LOOK-UP PROGRAM NOTIFICATION FOR VENDORS

PLEASE PROVIDE THIS INFORMATION TO YOUR ACCOUNTS RECEIVABLE

Note: The Seller in accepting this Purchase Order, agrees to and accepts the NUSCO Purchase Order Terms and Conditions
(Revised - March 12, 2003) on the reverse side of this order. 000379

Northeast
Utilities System**PURCHASE ORDER**All Purchase Order, Revision and Blanket Purchase
numbers must appear on all Invoices
Correspondence, Packing Slips and Bills of Lading.

P.0. BOX 5017

Mail Invoice To:

NORTHEAST UTILITIES SERVICE CO

P.O. BOX 5017

Hartford CT 06102-5017

Purchase Order : 02092446

Revision : 009

Release :

Printed : 06/08/04

Page : 4

DEPARTMENT: AS A SUPPLIER TO NU, YOU CAN NOW CHECK THE STATUS OF
YOUR INVOICES ON-LINE AT WWW.NU.COM UNDER BUSINESS TO BUSINESS.
ENTER YOUR INVOICE NUMBER AND OUR PO NUMBER AND THE STATUS OF THE
INVOICE WILL BE DISPLAYED FOR YOUR REVIEW!

Standard: SAC10

Type: PURCH

Title : AUDIT, NUSCO HAS THE RIGHT AT ALL REASONABLE TIMES

NUSCO SHALL HAVE THE RIGHT AT ALL REASONABLE TIMES AND AT ITS EXPENSE
TO INSPECT AND AUDIT THE BOOKS AND RECORDS OF YOUR COMPANY INSOFAR AS
THEY PERTAIN TO THE CHARGES PAID AND PAYABLE UNDER THIS PURCHASE
ORDER AS SET FORTH IN INVOICES FURNISHED HEREUNDER.

Standard: SCI01

Type: PURCH

Title : CERTIFICATE OF INSURANCE IS REQUIRED

A CERTIFICATE OF INSURANCE IS REQUIRED TO BE
ON FILE WITH NORTHEAST UTILITIES SERVICE
COMPANY PRIOR TO THE START OF WORK. IN
ADDITION, THE CERTIFICATE MUST INCLUDE THE
FOLLOWING ENDORSEMENT:

>

NORTHEAST UTILITIES, ITS SYSTEM COMPANIES,
AND CONNECTICUT YANKEE ATOMIC POWER
COMPANY ARE INCLUDED AS ADDITIONAL
INSURED, AS THEIR INTERESTS MAY APPEAR,
ON ALL POLICIES OTHER THAN THEIR WORKER'S

Northeast
Utilities System**PURCHASE ORDER**All Purchase Order Revision and Blanket Release
numbers must appear on all Invoices
Correspondence, Packing Slips, and Bills of Lading

PAGE 001 REV 3 03

Mail Invoiced To:
NORTHEAST UTILITIES SERVICE CO
P.O. BOX 5017
Hartford CT 06102-5017Purchase Order : 02092446
Revision : 009
Release :
Printed : 06/08/04
Page : 5COMPENSATION, BUT ONLY WITH RESPECT TO
THIRD-PARTY CLAIMS.

Standard: SRO20

Type: PURCH

Title : INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO

INVOICES WILL NOT BE PAID IF THEY ARE SUBMITTED WITHOUT A REFERENCE
TO THE APPROPRIATE PURCHASE ORDER NUMBER . PLEASE PUT THE ENTIRE
PURCHASE ORDER NUMBER, INCLUDING ANY REVISION NO. AND BLANKET RELEASE
NO., FOR A TOTAL OF 14 DIGITS IF REQUIRED, ON YOUR INVOICE AND MAIL
THE INVOICE TO THE ADDRESS SHOWN ON THE TOP OF THE PURCHASE ORDER.

Standard: STA04

Type: PURCH

Title : TAX, CT SALES TAX OF 6% APPLICABLE

FOR CONNECTICUT PURCHASES THE FOLLOWING APPLIES:
CONNECTICUT SALES TAX OF 6% APPLICABLE. VENDOR IS TO BILL TAX AND TO
SHOW THE TAX BILLED AS A SEPARATE LINE ITEM.

* * * End of Purchase Order * * *

Northeast
Utilities System**PURCHASE ORDER**All Purchase Order, Revision and Release
numbers must appear on all Invoices
Correspondence, Packing Slips, and Bills of Lading

POSC02 REV. 3-03

Mail Invoice To:

NORTHEAST UTILITIES SERVICE CO

P.O. BOX 5017

Hartford CT 06102-5017

Purchase Order : 02183189

Revision : 001

Release :

Printed : 06/08/04

Page : 1

Please Direct Inquiries to:

STACY L. O'BRIEN

Title: BUYER

Phone: 860-665-5000

Ext:

Fax : 860-665-6301

Vendor:

HEWITT ASSOCIATES

PO BOX 95135

CHICAGO IL 60694-5135

**** NOTE CHANGES

**** DUPLICATE COPY

**** PO REVISION

Header Terms and Conditions - Text at End

Doc	Standard Name	Rev	S/P	Text	Title
	CONTRULES	000	S	Y	CONTRACTOR WORK RULES
	EEO/AA	000	S	Y	EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION
	INVLOOK	000	S	Y	LOOKUP YOUR INVOICE STATUS- WWW.NU.COM
	SAC10	000	S	Y	AUDIT, NUSCO HAS THE RIGHT AT ALL REASONABLE TIMES
	SCI01	000	S	Y	CERTIFICATE OF INSURANCE IS REQUIRED
	SDS10	000	S	Y	INVOICES, TIME SHEETS REQUIRED
	SER20	000	S	Y	INVOICES, DOCUMENTED RECEIPTS
	SRE11	000	S	Y	ACCORDANCE WITH APPROVED RATES ON FILE
	SRO20	000	S	Y	INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO
	VTC32	000	V	Y	GT&C ATTACHED, IN LIEU OF REVERSE SIDE OF PO

Purchase Order Total Amount

AUTHORIZED SIGNATURE

Variable Terms and Conditions

Line	Doc	Standard Name	Rev	Variable Text
------	-----	---------------	-----	---------------

VTC32 000 GT&C ATTACHED, IN LIEU OF REVERSE SIDE OF PO

THIS CONTRACT WILL BE PERFORMED IN ACCORD-

ANCE WITH THE ATTACHED NORTHEAST UTILITIES

GENERAL TERMS AND CONDITIONS FOR

Note: The Seller in accepting this Purchase Order, agrees to and accepts the NUSCO Purchase Order Terms and Conditions
(Revised - March 12, 2003) on the reverse side of this order.

000382

Northeast
Utilities System**PURCHASE ORDER**All Purchase Order, Revision and Blanket Release
numbers must appear on all invoices
Correspondence, Packing Slips, and Bills of Lading

PG0000 2003.003

Mail Invoice To:
NORTHEAST UTILITIES SERVICE CO
P.O. BOX 5017
Hartford CT 06102-5017Purchase Order : 02183189
Revision : 001
Release :
Printed : 06/08/04
Page : 2

CONSULTING SERVICES,

IN LIEU OF THE TERMS AND CONDITIONS ON THE

REVERSE SIDE OF THIS PURCHASE ORDER.

Standards and Procedures Text at End

IN ACCEPTING THIS PURCHASE ORDER, THE CONTRACTOR ACKNOWLEDGES THAT IT IS FAMILIAR WITH THE SITE AND UNDERSTANDS SPECIFIC SAFETY AND ENVIRONMENTAL REQUIREMENTS FOR THE WORK REQUIRED. THE CONTRACTOR ALSO ACKNOWLEDGES THAT ALL OF ITS EMPLOYEES AND SUBCONTRACTORS WILL WORK IN ACCORDANCE WITH ALL OF THE SAFETY AND ENVIRONMENTAL REQUIREMENTS CONTAINED IN THE NORTHEAST UTILITIES WORK RULES ATTACHED TO THIS PURCHASE ORDER, THE CONTRACTOR'S SAFETY POLICIES AND PROCEDURES AND IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF OSHA REGULATIONS 29CFR1910/1926. FAILURE TO COMPLY WITH THE NORTHEAST UTILITIES CONTRACTOR WORK RULES MAY RESULT IN TERMINATION OF THIS PURCHASE ORDER.

THE CONTRACTOR IS REMINDED THAT 29CFR1910.269 ESTABLISHES ADDITIONAL SPECIFIC REQUIREMENTS FOR WORK PERFORMED ON ELECTRIC POWER GENERATION, CONTROL, TRANSFORMATION, TRANSMISSION, AND DISTRIBUTION LINES AND EQUIPMENT, INCLUDING THE NEED TO PROVIDE WORKERS TRAINED IN FIRST AID AND CARDIOPULMONARY RESUSCITATION.

CONTRACTORS PERFORMING WORK AT OR IN THE VICINITY OF YANKEE GAS FACILITIES ARE REQUIRED TO BE OPERATOR QUALIFIED IN ACCORDANCE WITH 49CFR192 - SUBPART N. REQUIRED TASKS TO BE DETERMINED BY YANKEE GAS DEPENDING ON THE TYPE OF WORK TO BE PERFORMED.

NORTHEAST UTILITIES RESERVES THE RIGHT TO REVIEW ANY AND ALL CONTRACTOR DOCUMENTATION APPLICABLE TO THE WORK, INCLUDING SAFETY MANUALS, POLICIES, PROCEDURES, TRAINING AND QUALIFICATION RECORDS.

Standard: EEO/AA

Type: PURCH

Title : EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

>

COMPLIANCE WITH LAW - SELLER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND ORDERS RESPECTING THE GOODS AND SERVICES PROVIDED UNDER THIS PO. THE

Note: The Seller in accepting this Purchase Order, agrees to and accepts the NUSCO Purchase Order Terms and Conditions (Revised March 12, 2003) on the reverse side of this order. 000383

Northeast
Utilities System**PURCHASE ORDER**All Purchase Order, Revision and Blanket Release
numbers must appear on all Invoices
Correspondence, Packing Slips, and Bill of Lading.

FORM 200 2 REV. 3-03

Mail Invoice To:
NORTHEAST UTILITIES SERVICE CO
P.O. BOX 5017
Hartford CT 06102-5017Purchase Order : 02183189
Revision : 001
Release :
Printed : 06/08/04
Page : 3

"EQUAL OPPORTUNITY CLAUSE" (40 CFR 60-1.4), THE "AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS CLAUSE" ("40 CFR 60-741.4), THE AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA CLAUSE" (40 CFR 60-250.4) AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION LAWS, ARE HEREBY INCORPORATED HEREIN BY REFERENCE.

Standard: INVLOOK Type: PURCH
Title : INVOICE LOOK-UP PROGRAM NOTIFICATION FOR VENDORS

PLEASE PROVIDE THIS INFORMATION TO YOUR ACCOUNTS RECEIVABLE DEPARTMENT: AS A SUPPLIER TO NU, YOU CAN NOW CHECK THE STATUS OF YOUR INVOICES ON-LINE AT WWW.NU.COM UNDER BUSINESS TO BUSINESS. ENTER YOUR INVOICE NUMBER AND OUR PO NUMBER AND THE STATUS OF THE INVOICE WILL BE DISPLAYED FOR YOUR REVIEW!

Standard: SAC10 Type: PURCH

Title : AUDIT, NUSCO HAS THE RIGHT AT ALL REASONABLE TIMES

NUSCO SHALL HAVE THE RIGHT AT ALL REASONABLE TIMES AND AT ITS EXPENSE TO INSPECT AND AUDIT THE BOOKS AND RECORDS OF YOUR COMPANY INsofar AS THEY PERTAIN TO THE CHARGES PAID AND PAYABLE UNDER THIS PURCHASE ORDER AS SET FORTH IN INVOICES FURNISHED HEREUNDER.

Standard: SC101 Type: PURCH

Title : CERTIFICATE OF INSURANCE IS REQUIRED

A CERTIFICATE OF INSURANCE IS REQUIRED TO BE

ON FILE WITH NORTHEAST UTILITIES SERVICE

COMPANY PRIOR TO THE START OF WORK. IN

ADDITION, THE CERTIFICATE MUST INCLUDE THE

FOLLOWING ENDORSEMENT:

Note: The Seller in accepting this Purchase Order, agrees to and accepts the NUSCO Purchase Order Terms and Conditions (Revised : March 12, 2003) on the reverse side of this order.

000384

Northeast
Utilities SystemPURCHASE ORDERAll Purchase Order, Revision and Blanket Release
numbers must appear on all Invoices
Correspondence, Packing Slips, and Bills of Lading

P.O. 10-2 REV. 3 EN

Mail Invoice To:
NORTHEAST UTILITIES SERVICE CO
P.O. BOX 5017
Hartford CT 06102-5017Purchase Order : 02183189
Revision : 001
Release :
Printed : 06/08/04
Page : 4

NORTHEAST UTILITIES, ITS SYSTEM COMPANIES,
AND CONNECTICUT YANKEE ATOMIC POWER
COMPANY ARE INCLUDED AS ADDITIONAL
INSUREDS, AS THEIR INTERESTS MAY APPEAR,
ON ALL POLICIES OTHER THAN THEIR WORKER'S
COMPENSATION, BUT ONLY WITH RESPECT TO
THIRD-PARTY CLAIMS.

Standard: SDS10

Type: PURCH

Title : INVOICES, TIME SHEETS REQUIRED

ALL INVOICES MUST BE ACCOMPANIED BY TIME
SHEETS, INVOICES AND ALL OTHER DATA TO SUPPORT
THE CHARGES THEREON.

Standard: SER20

Type: PURCH

Title : INVOICES, DOCUMENTED RECEIPTS

ALL INVOICES THAT INCLUDE A REQUEST FOR
PERSONAL EXPENSE REIMBURSEMENT MUST BE
SUPPORTED BY LEGIBLE, DOCUMENTED RECEIPTS FOR
ALL LODGING EXPENSES AND FOR ANY OTHER
EXPENSES OVER \$25.00

Note: The Seller in accepting this Purchase Order, agrees to and accepts the NUSCO Purchase Order Terms and Conditions
(Revised - March 12, 2003) on the reverse side of this order. 000385

Northeast
Utilities System**PURCHASE ORDER**All Purchase Order, Revision and Blanket Release
numbers must appear on all invoices
(Comprehension, Packing Slips, and Bill of Lading).

POLY-2 FAX 403

Mail Invoice To:
NORTHEAST UTILITIES SERVICE CO
P.O. BOX 5017
Hartford CT 06102-5017Purchase Order : 02183189
Revision : 001
Release :
Printed : 06/08/04
Page : 5

Standard: SRF11

Type: PURCH

Title : ACCORDANCE WITH APPROVED RATES ON FILE

ALL WORK AUTHORIZED BY THIS ORDER TO BE

PERFORMED IN ACCORDANCE WITH APPROVED RATES ON

FILE IN THE PURCHASING DEPARTMENT.

Standard: SRO20

Type: PURCH

Title : INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO

INVOICES WILL NOT BE PAID IF THEY ARE SUBMITTED WITHOUT A REFERENCE
TO THE APPROPRIATE PURCHASE ORDER NUMBER. PLEASE PUT THE ENTIRE
PURCHASE ORDER NUMBER, INCLUDING ANY REVISION NO. AND BLANKET RELEASE
NO., FOR A TOTAL OF 14 DIGITS IF REQUIRED, ON YOUR INVOICE AND MAIL
THE INVOICE TO THE ADDRESS SHOWN ON THE TOP OF THE PURCHASE ORDER.

* * * End of Purchase Order * * *

**NORTHEAST UTILITIES SERVICE COMPANY
GENERAL TERMS AND CONDITIONS
CONSULTING**

1. DEFINITIONS.

- 1.1 **ACCEPTANCE:** All or any portion of the Work shall be deemed to have been accepted as complying with the terms of the Contract thirty (30) days following Consultant's notice to Utility that Work has been completed in full compliance with the Contract, unless Utility provides Consultant within such thirty (30) day period written objections describing how the Work is incomplete or is not in compliance with the Contract.
- 1.2 **APPROVAL:** Whenever Utility provides its approval or authorization for Consultant's proposed action, such approval or authorization represents only the consent of Utility, and shall neither relieve Consultant of its obligation to fully comply with the terms of the Contract nor substitute Utility's judgment for that of Consultant concerning the propriety, usefulness, or suitability of such action in fulfilling Consultant's obligations concerning the Work.
- 1.3 **CONSULTANT:** The entity issued a Purchase Order by Utility.
- 1.4 **CONSULTANT'S REPRESENTATIVE:** The individual identified by Consultant with authority to act on behalf of Consultant in performance of the Contract.
- 1.5 **CONTRACT:** The collective term used to describe the documents comprising each agreement between the parties for services, equipment or materials to be supplied to Utility by Consultant, under the authority of Utility's Purchase Order, including without limitation, these General Terms and Conditions. The preprinted terms set forth on the back of each page of Utility's Purchase Order shall not bind either party.
- 1.6 **DIRECT, INCREMENTAL COSTS:** A measure of all reasonable charges incurred by a party, including labor, fringe benefits, charges for direct supervisory personnel, equipment, materials, rental charges, and as-billed charges of subcontractors/suppliers; excluding profit.
- 1.7 **INFORMATION:** All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, specifications or other information, in whatever form or media.
- 1.8 **SITE:** The premises of Utility at which Work is to be performed.
- 1.9 **SUBCONTRACTOR:** Any subcontractor, subconsultant, licensor or supplier of any tier who furnished equipment, material and/or services related to the Contract under the Contract, or at the direction and control of Consultant.
- 1.10 **UTILITY:** Northeast Utilities Service Company, a Connecticut corporation ("NUSCO"), as agent for the company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Contract is issued.
- 1.11 **UTILITY'S REPRESENTATIVE:** The individual(s) identified in Utility's Purchase Order with authority to act on behalf of Utility concerning the Contract.
- 1.12 **WORK:** Materials, equipment and the scientific, architectural, technical, engineering, training, supervisory, construction, or other services provided by Consultant and any subcontractors, if any, under the Contract.

2. **CONSULTANT'S BILLING RATES.** Whenever Consultant performs Work on a time and materials basis (including but not limited to Work performed as a change or addition to the scope of Work described in the Contract) Consultant shall be compensated at the Billing Rates as set forth in the Purchase Order. Whenever Consultant performs Work at its Direct Incremental Cost, Consultant shall be compensated at eighty percent (80%) of the rates set forth in the Purchase Order.

3. **TERMS OF PAYMENT.**

3.1 Utility shall pay Consultant the charges indicated in properly itemized and supported invoices for Work performed by Consultant and Accepted by Utility in accordance with the terms of each Contract, less adjustments for prepayment, defective Work, or disputed items.

3.2 Each invoice shall be certified in writing as correct by Consultant's Representative and shall be itemized to fully describe each element of cost charged to Utility. For Work charged on the basis of time and material, Consultant shall bill in accordance with Utility's billing instructions.

3.3 Utility may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by:

3.3.1 defective Work not remedied;

3.3.2 claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant or Utility in connection with the Work;

3.3.3 failure of Consultant to make payments properly to subcontractors for material, labor or equipment;

3.3.4 reasonable doubt that the Work can be completed for the unpaid balance of the Contract;

3.3.5 reasonable indication that the Work will not be completed within the Contract time;

3.3.6 unsatisfactory prosecution of the Work by Consultant;

3.3.7 failure of the Consultant to provide millennium compliant materials, equipment, and/or services; or

3.3.8 failure of Consultant to perform any of its obligations under the Contract.

When the above grounds are removed or Consultant provides a surety bond satisfactory to Utility which will protect Utility in the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Utility, Utility may use such funds to rectify the situation giving rise to the withholding of funds.

3.4 Utility shall pay each invoice or provide written objections to all or any portion of each invoice within sixty (60) days after receipt by Utility. If Utility disputes a portion of an invoice, Consultant may submit a revised invoice for the undisputed amount and Utility shall pay such undisputed portion within sixty (60) days.

3.5 Except for Work performed at a fixed price, Consultant shall make available to Utility during the Work and for a period of three (3) years following Acceptance of all Work, all source

documents necessary to verify the elements of all billable charges, including but not limited to: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) days prior notice by Utility, this information shall be available for audit by Utility during normal business hours, at Consultant's principal office or at any other location agreed to by the parties.

4. **TAXES.** Consultant's billing rates are exclusive of any present or future Federal, state, county, municipal or other sales, use, excise or similar tax. Utility shall for a period of three (3) years following completion of each Contract pay to Consultant as additional compensation any such taxes which Consultant is obligated by law to collect for all Work Accepted by Utility. Utility may, however, direct Consultant to withhold such payment and to contest the amount of any such tax. Consultant shall fully cooperate with Utility in any such contest. Utility shall reimburse Consultant for any interest or penalties actually paid by Consultant as a result of Utility's exercise of its rights to contest any tax. Notwithstanding the obligations of Utility set forth above, Utility shall not be required to pay any taxes levied against Consultant's income or payroll.

5. **CHANGES AND ADDITIONS.**

- 5.1 Either party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Consultant shall not, however, be implemented until approved in writing by Utility. All changes shall be made in accordance with approved Utility procedures.
- 5.2 Utility shall have the right to require Consultant to make changes or additions that are of the character described in the scope of Work to the extent such changes or additions are within the general expertise of Consultant's forces performing Work. If such changes or additions are scheduled to be completed by or within six (6) months following the then scheduled completion date of the Contract, such Work shall be performed at Consultant's time and material rates in effect for the Contract, unless the parties agree in writing to another method of compensation.
- 5.3 If a change or addition will increase or decrease the cost or time required to complete the Work, the party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the party receiving the request for change or addition shall be a binding settlement between parties of the issues set forth in the request.
- 5.4 At no time shall the Work be delayed by Consultant due to a dispute between the parties concerning the cost or time required to accomplish a change or addition requested by Utility.

6. **DESIGN DOCUMENTS.**

- 6.1 If Consultant is required to provide design documents in connection with the Contract, complete and accurate documents shall be submitted in sufficient time for review and approval by Utility prior to starting Work affected by such documents. All equipment and material shall conform to the details shown on drawings approved by Utility.
- 6.2 Once design documents have been approved by Utility, Consultant shall not make any changes in design documents without the prior written approval of Utility.
- 6.3 Consultant shall immediately request additional instruction whenever design documents are

found to be unclear, incorrect or conflicting. Consultant shall not undertake any Work based upon such documents until such discrepancy has been resolved by Utility.

- 6.4 Preliminary, certified for manufacture, or certified for construction drawings shall be submitted to Utility in the form of one good sharp reproduction (sepia acceptable) made from Consultant's original drawing. The drawing shall be produced in accordance with acceptable industry practices as outlined in ANSI Standard Y14 1980, as amended and supplemented, and shall be legible such that Utility is able to clearly distinguish all characters and lines on a 1/2 size (C size) print made from a second generation aperture card.
- 6.5 Unless the parties otherwise agree in writing, all design documents shall belong to Utility and shall be subject to the requirements applicable to Utility's Proprietary Information set forth herein, whether or not each such document is so identified.
- 6.6 Approval of Consultant's design documents shall in no way reduce or modify Consultant's obligations to meet performance and other requirements of the Contract. By such approval, Utility in no way assumes any part of Consultant's responsibility for acceptable design documents or for the satisfactory performance of resulting work furnished in accordance with design documents.
7. **CLAIMS.** Any claims by Consultant for increased compensation or extension of completion deadlines shall be waived unless written notice providing a reasonably detailed statement of the basis for the claim is furnished to Utility within ten (10) days from the date of the event giving rise to such increase or extension. Within thirty (30) days thereafter, Consultant shall submit to Utility appropriate detailed supporting documentation justifying the basis for the claim. Notwithstanding the foregoing, nothing in this Article 7 shall expand any time period for giving of notices provided in Article 8.
8. **DELAYS IN PERFORMANCE.** Each party shall give the other prompt written notice of any circumstances which may delay performance of the Work. Each party shall reimburse the other its Direct Incremental Costs reasonably incurred by the delayed party to accommodate the delay caused by such party. Each party shall use reasonable commercial efforts to minimize such costs. Consultant shall not be compensated for delay time unless it provides notice to Utility in accordance with the terms of the Contract.
9. **FORCE MAJEURE.**
- 9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to conditions or circumstances which are not caused by that party's violation of the Contract and are beyond that party's control, including but not limited to: acts of God; war; acts of the public enemy; riot; civil commotion; sabotage; Federal, state or municipal action, inaction or regulation, strikes or other labor troubles; fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction in whole or in part of office equipment or manufacturing plant, to the extent such facilities are necessary to proper performance of the party's obligations under any Contract and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies.
- 9.2 Force majeure shall extend the time for Consultant's performance to the extent such condition directly affects completion of Work. Consultant shall use its best efforts to reschedule its Work, to mitigate the effect of such condition, and to eliminate such condition as soon as possible. However, unless Utility agrees to pay all Direct Incremental Costs of such measures, Consultant shall not be required to subcontract Work or to work additional hours or

shifts which, but for the delay, would not have been required to meet the schedule for completing all or any portion of the Work.

- 9.3 Neither this Article nor any other provision of the Contract shall excuse the non-performance or delayed performance of Consultant due to any commercial impracticability experienced by Consultant, including but not limited to market changes, increased costs or insufficient money.

10. **SUSPENSION OF WORK.** Utility may at any time suspend the Work or any part thereof upon oral notice to Consultant. Such oral notice shall be confirmed in writing. The Work shall be resumed by Consultant within ten (10) days after the date fixed in the written notice from Utility to Consultant to do so. Utility will reimburse Consultant for direct, reasonable expenses incurred as a result of such suspension. If the Work or any part thereof is stopped by notice aforesaid, and if Utility does not give notice in writing to Consultant to resume work at a date within thirty (30) days after the date fixed in the written notice to suspend, then Consultant may abandon that portion of the Work so suspended upon ten (10) days prior written notice to Utility and it will be entitled to payment for all Work done on the abandoned portion, including commitments relating thereto, plus proportionate profit on Work done.

11. **TERMINATION FOR CAUSE.**

- 11.1 Utility shall have the right, upon providing written notice to Consultant, to terminate the Contract without any liability being owed thereby by Utility to Consultant, in the event of the occurrence of any of the following:
- 11.1.1 insolvency of Consultant;
 - 11.1.2 filing of voluntary bankruptcy by Consultant;
 - 11.1.3 the filing of an involuntary petition to have Consultant declared bankrupt;
 - 11.1.4 appointment of a receiver or trustee for Consultant;
 - 11.1.5 execution by Consultant of an assignment for the benefit of creditors; or
 - 11.1.6 commencement of any legal proceeding against Consultant which, in Utility's opinion, may interfere with Consultant's ability to perform in accordance with the Contract.
- 11.2 If Consultant fails to perform the Contract as specified herein or if Consultant breaches any of the terms of the Contract, Utility shall have the right without any liability being owed thereby by Utility to Consultant, upon giving Consultant written notice and allowing Consultant reasonable time to remedy such deficiency, to:
- 11.2.1 cancel the Contract in whole or in part upon giving written notice to Consultant; and
 - 11.2.2 obtain the materials, equipment, or services under the Contract from another Consultant with any excess cost resulting therefrom chargeable to Consultant.
- 11.3 Upon receipt of any notice as described in Section 11.1 or Section 11.2.1 above, Consultant shall immediately cease Work, commence demobilization of any affected forces, and, if requested by Utility, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Utility. If requested to do so by Utility, Consultant shall promptly transfer title and deliver to Utility such completed or partially completed Work

and/or contract rights as Consultant has. Consultant shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders.

- 11.4 In the event any termination under this Article 11 is subsequently determined by a court of competent jurisdiction to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 12 hereof.

12. TERMINATION FOR CONVENIENCE.

- 12.1 Utility shall have the right to terminate the Contract or all or any portion of the Work for any reason, for Utility's convenience, upon at least one day's written notice to Consultant specifying when such termination becomes effective. Upon such effective date, Consultant shall immediately cease Work, commence demobilization of any affected forces, and, if requested by Utility, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Utility. Consultant shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders. If requested to do so by Utility, Consultant shall promptly transfer title and deliver to Utility such completed or partially completed Work and/or contract rights as Consultant has. After the termination, Consultant shall cooperate with Utility to the fullest extent to transfer to Utility control of all personal and real property for the purpose of allowing Utility or its designee to fully perform all functions previously performed by Consultant under the Contract.

- 12.2 In the event of a termination under Section 12.1, Utility shall pay (i) a termination charge if specified in the Contract or (ii) if no termination charge is specified, a percentage of the Contract price equivalent to the percentage of the Work completed in compliance with the Contract through the effective date of termination plus the Direct Incremental Costs of Consultant to accomplish termination. Consultant shall use its best efforts to minimize the costs of termination. As a condition to Utility's obligation to pay such costs, Consultant shall provide Utility with an itemized accounting of all costs of termination.

13. **UTILITY'S REPRESENTATIVE STATUS.** Utility's Representative will perform inspection of the Work. He/she has authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. He/she also has authority to reject any and all Work and materials which do not conform to the Contract and to decide questions which arise in the execution of the Work. Utility's Representative will within a reasonable time after presentation to him/her make decisions in writing on all claims of Consultant and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract documents.

14. CONSULTANT'S SUPERVISORY DUTIES.

- 14.1 Prior to commencing any Work, Consultant shall identify to Utility a Consultant's Representative authorized to receive all communications from Utility, provide all approvals or authorizations required from Consultant and act on behalf of Consultant in all matters concerning the Work. Utility reserves the right to require the removal and replacement of Consultant's Representative for any reason.
- 14.2 Consultant shall use its best skill and attention to ensure the efficient and continuous supervision of labor forces required to complete the Work. Consultant shall provide an adequate and competent supervisory staff throughout the course of the Work.
- 14.3 Consultant shall at all time enforce strict discipline and good order among its forces, and shall avoid employing any unfit person or anyone not skilled in the tasks assigned under the

Contract. Utility shall have the right to request Consultant to remove any person determined by Utility to be unqualified or unfit to perform the Work.

14.4 In the event Consultant and/or Consultant's employees are given access to certain of Utility's computer equipment, Consultant agrees not to use Utility's computer equipment and/or information for any purposes other than that contemplated in the Contract. Consultant further agrees to keep confidential any information it obtains in the course of performing Work under this Contract. Consultant agrees to cause its employees to comply with applicable provisions of Utility's Information Security policy as they pertain to Utility's employees.

14.5 Consultant shall be fully liable for the acts and omissions of its employees, subcontractors, and all persons under its control.

15. **INDEPENDENT CONTRACTOR.** Consultant, its employees, subcontractors and those under its control shall perform all Work as independent contractors, and shall not be deemed to be the employees or agents of Utility for any purpose whatsoever.

16. **SUBCONTRACTING.** Consultant shall provide Utility with notice of any Work which it intends to subcontract along with a list of proposed Subcontractors. Utility shall have the right to reasonably refuse any such proposed Subcontractor. Consultant shall not make any substitution of proposed Subcontractors prior to or during the term of this Contract without written approval from Utility. Neither Consultant nor any Subcontractor shall assign any Work under this Contract without the written consent of Utility. Consultant shall be fully responsible to Utility for acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them. Consultant shall direct and control the activities of all such Subcontractors, and shall remain fully bound to all terms and conditions of the Contract including but not limited to all requirements for indemnity and warranty. Nothing contained in the Contract documents shall create any direct contractual relation between any Subcontractor and Utility.

17. **RELATIONSHIP WITH OTHER FORCES.** If the Contract includes any Work at premises other than those of Consultant or its Subcontractors, Utility shall have the right to place its forces or those of its contractors at such premises to perform work not included in the Contract. Consultant's forces shall work in harmony with all such other forces, and in accordance with Utility's schedules.

18. **COMPLIANCE WITH LAWS.** Consultant shall, at its sole cost, comply with all Federal, state and local laws, rules, regulations, and orders applicable to the Work, and shall acquire all permits, licenses and other approvals required to be obtained by Consultant to perform the Work.

19. **SITE REQUIREMENTS AND INSPECTION.** For all Work to be performed at a Site, Consultant's forces shall comply with Utility's Site requirements, procedures and policies and training requirements, including among others those relating to safety, security, access authorization and environmental practices, currently in effect, copies of which are available upon request. All Work performed by Consultant shall be undertaken in full cooperation with Utility's forces or the forces of other contractors at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Utility's activities at the Site. **CONSULTANT REPRESENTS THAT PRIOR TO COMMENCING WORK IT HAS CONDUCTED SUCH INSPECTIONS AND MADE SUCH INQUIRIES AS IT DEEMS NECESSARY CONCERNING CONDITIONS AT EACH SITE WHICH MIGHT AFFECT CONSULTANT'S EXECUTION AND COMPLETION OF THE WORK. CONSULTANT AGREES AND ACKNOWLEDGES THAT INFORMATION PROVIDED BY UTILITY CONCERNING SITE CONDITIONS HAS BEEN USED FOR REFERENCE ONLY AND SHALL NOT BE CLAIMED TO RELIEVE CONSULTANT FROM ITS OBLIGATION TO INDEPENDENTLY ASSESS THE REQUIREMENTS OF THE WORK.**

20. **INCIDENTAL MATERIALS AND CONSUMABLES.** Consultant, at its sole expense and prior to delivering consumables or materials incidental to performance of Work at the Site, shall inspect or test the consumables or materials to provide material compliance with the technical specifications of the Contract. Evidence of compliance may consist of Consultant's testing and inspection records or those of the manufacturer for batches, groups, lots, etc. of consumables or materials from which those provided to Utility are taken.
21. **NONDISCRIMINATION IN EMPLOYMENT.** In connection with its performance of the Contract, Consultant shall comply with the applicable provisions of Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations, particularly the provisions of the Equal Opportunity Clause (41 CFR Section 60-1.4(a)), which are incorporated herein by reference; the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60-1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO-1). Consultant certifies, in accordance with the requirements of 41 CFR Section 60-1.8), that its facilities for employees are not segregated. In addition, Consultant shall comply with the provisions of the Affirmative Action Clause for Workers with Disabilities (41 CFR Section 60-741.5), and for Special Disabled Veterans and Veterans of the Vietnam Era (41 CFR Section 60-250.5), which are also incorporated herein by reference.
22. **SECURITY.** Consultant shall comply with Utility's security requirements currently in effect, copies of which are available upon request. All personnel employed by, supervised by or under the control of Consultant shall be instructed in and familiar with the security regulations of each Site. Consultant's personnel shall strictly adhere to the security regulations and obey the directions of Utility's security personnel. Consultant shall develop and, after review and approval by Utility, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Utility shall not be liable to Consultant for loss of or damage to such tools or equipment.
23. **SAFETY PRACTICES.**
- 23.1 All persons employed by Consultant, its subcontractors, agents, or those under its control shall be instructed in and familiar with safety rules and regulations applicable to the Work being performed. Consultant shall have the sole responsibility to see that such persons are so informed and that safety practices are followed. Copies of Utility's safety rules are available upon request.
- 23.2 While performing all Work, Consultant, its subcontractors, agents, and those under its control shall fully comply with all federal, state, and local safety rules and regulations. In addition, when performing Work in close proximity to Utility's employees, Utility's safety rules shall be applicable.
- 23.3 All persons employed by Consultant, its subcontractors, agents, or those under its control who carry out Work in the vicinity of energized conductors and equipment shall be instructed by Consultant in approved methods of artificial resuscitation before beginning Work.
- 23.4 Consultant shall furnish to Utility's Representative Material Safety Data Sheets (MSDS) for any product intended for use on this project and make copies of such MSDS available for Utility's employees at a central location at the work Site. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Utility.

24. **RESPONSIBILITY OF UTILITY FOR OPERATION OF ITS EQUIPMENT.** For as long as the operation of Utility's equipment at a Site is within Utility's exclusive control, Utility shall be liable for any injury to persons or damage to property resulting from Utility's improper operation of such equipment except to the extent any injury or damage is determined to be due to the negligent acts or omissions of Consultant, its employees, agents or those under its control. However, Utility shall not be liable to Consultant, its employees or those under its control for any incidental, indirect or consequential damages.
25. **CLEANUP.** For Work performed at any Utility Site, Consultant shall at all times keep the premises or Site free from accumulations of waste material or rubbish and shall remove at its own expense from Utility's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission for such disposal granted to Consultant by Utility.
26. **REMOVAL OF EQUIPMENT.** Except as required to comply with the directions of Utility or Consultant's surety upon takeover of the Work, Consultant shall promptly remove all equipment, materials and supplies from the Site upon completion, termination, or cancellation of the Contract. If Consultant fails to complete such removal within fifteen (15) days after notice from Utility, Utility may elect (i) to retain all or any portion of such remaining equipment, materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of Consultant.
27. **INSURANCE FOR EQUIPMENT AND MATERIALS.** Utility shall, at no cost to Consultant, provide "all risks" property insurance for all equipment and materials placed at Utility's Site that is or will become property of Utility. The insurance coverage shall not extend to Consultant's consumable materials, equipment, tools, machines, or vehicles.
28. **INSURANCE BY CONSULTANT.**
- 28.1 As a condition to undertaking any Work, Consultant shall acquire at its own expense subject to the compensation terms stated herein the following insurance coverages (or equivalent) with indicated amounts to be in force during all Work and for one year from the date of final payment under the Contract or Acceptance of all Work under the Contract, whichever is later:
- 28.1.1 Workers' Compensation - Statutory coverage and Employers Liability Insurance with limits of \$1,000,000.
- 28.1.2 Comprehensive or Commercial General Liability Coverage on standard bureau form excluding Professional Liability but including Operations, Products and Completed Operations, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence and annual aggregate.
- 28.1.3 Comprehensive Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, with a combined single limit for Bodily Injury and Property Damage of \$2,000,000 per accident.
- 28.1.4 Errors and Omissions coverage for professional services and products provided by Consultant with not less than an aggregate limit of \$2,000,000.
- 28.2 All policies contemplated in this Article 28 other than Workers' Compensation and Errors and

Omissions shall be endorsed to name Utility, its affiliates and their respective directors, officers, employees and agents, as additional insured as respects any and all third party bodily injury and/or property damage claims arising out of Consultant's operations hereunder. All policies shall require thirty (30) days written notice to be given to Utility of cancellation and/or material change in any policy.

28.3 Certificates to evidence such policies to Utility of such insurance shall be provided to Utility prior to commencement of any Work.

28.4 Such insurance coverage shall be primary to any other coverage available to Utility or its affiliates, and shall not be deemed to limit Consultant's liability under the Contract.

29. **INDEMNITY BY CONSULTANT FOR THIRD PARTY DAMAGES AND CLAIMS.** Consultant shall be solely responsible for and shall indemnify, and save Utility, its parent, affiliates and its and their employees, agents, officers and directors harmless from and against any and all costs (including but not limited to litigation expenses and attorney's fees), losses, liabilities, fines, penalties, damages, claims, demands, actions or proceedings whatsoever for:

(a) bodily injury (including death) to any person, including but not limited to Utility's employees, Consultant's employees, any subcontractor's employees, or any other third parties;

(b) personal injury (including but not limited to false arrest, false imprisonment, or violation of privacy rights);

(c) damage to property; or

(d) any unlawful employment practice of Consultant, including without limitation employment discrimination, wrongful discharge, termination of employment or violation of state or federal statutes or regulations relating to employment practices

that (i) is caused by the acts or omissions of Consultant, its employees, agents, subcontractors, or those under its or their control, or (ii) arises out of or is in any way connected with the performance of the Contract or the Work to be performed, regardless of whether or not such injury or damage is caused by or is attributable in whole or in part to any act or omission of Utility, its affiliates or its or their employees or agents or those under its or their control, or the conditions of the Site, or otherwise; except if the Work to be performed under the Contract is for the construction, alteration, repair or maintenance of any building, structure or appurtenances thereto, such indemnification shall not extend to liability proved to have been caused by the sole negligence of the indemnified party.

Consultant further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of this and all other indemnity obligations in the Contract. Nothing in this section shall derogate or reduce Consultant's obligations under Article 28 hereof.

30. **INFRINGEMENT OF PROPRIETARY RIGHTS.**

30.1 Consultant shall indemnify, defend and hold harmless Utility, its parent, affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that any portion or all of the Work furnished under the Contract, or any use thereof for purposes intended by the Contract constitutes an infringement of any patent, copyright, trademark or other proprietary interest.

30.2 If Utility provides Consultant notice of a claim of infringement with respect to any material,

equipment or Information used in connection with the Work (collectively, the "Product") or Utility's use of all or any portion of the Product is enjoined due to such claim of infringement, Consultant shall promptly and at its sole expense either (i) procure for Utility the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Utility's uninterrupted use of the Product.

- 30.3 Consultant shall not be liable for indemnification to Utility to the extent infringement results from (i) design requirements included in the Work at the specific, written direction of Utility, or (ii) because of use or operation of the Work by Utility in violation of written instructions provided as part of the Work by Consultant, its subcontractors or suppliers.

31. **CONSULTANT INFORMATION.** Consultant shall provide Utility with all Information necessary for Utility's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Utility to satisfy any order of any governmental body or court. Except for Information deemed to be proprietary to Consultant under the terms of the Contract, all Information supplied or delivered to Utility pursuant to the Contract shall be the property of Utility. Consultant may retain for its records only, copies of any Information furnished to Utility, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to Utility's proprietary information.

32. **PROPRIETARY INFORMATION.**

- 32.1 Each party acknowledges that it may be necessary to disclose proprietary information (Proprietary Information) to the other. The parties intend that the designation of Consultant's Information as Proprietary Information shall be limited to Information that has unique commercial value and was developed independently from the Work. Except to the extent described at Section 32.2 below or as otherwise agreed to by the parties, each party agrees not to disclose to third parties or to publish any Proprietary Information of the other which is disclosed, reduced to writing, and conspicuously marked as "Proprietary Information". However, if Utility, within one hundred eighty (180) days of receipt of Proprietary Information, disputes the proprietary nature of such Information by written notice to Consultant, the parties shall consult to resolve such dispute. Each party shall advise its employees, consultants and those under its control of these requirements for confidentiality with regard to Proprietary Information.
- 32.2 Utility shall have the right, without Consultant's approval, to disclose Consultant's Proprietary Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, operation, repair or maintenance of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. If Utility discloses Consultant's Proprietary Information to any governmental agency or court, Utility shall, to the extent it does not violate or fail to comply with any such request or order, advise Consultant prior to disclosure and cooperate in any effort by Consultant to minimize the amount of Proprietary Information disclosed, secure confidential treatment of such Proprietary Information, or seek permission from such governmental agency or court to revise the Proprietary Information in a manner consistent with Consultant's interests, the interests of Utility, and in a manner which meets the requirements of the governmental authority or court.
- 32.3 Any Information transmitted to either party will not be deemed Proprietary Information if that Information is:

32.3.1 In the receiving party's possession without restriction on disclosure prior to disclosure hereunder;

32.3.2 At the time of disclosure, generally available to the public without restriction on disclosure;

32.3.3 After disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of receiving party; or

32.3.4 After the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire any such Information directly or indirectly from the other party subject to requirements of confidentiality.

32.4 Consultant shall notify Utility as soon as possible in writing if any Proprietary Information provided to Utility has been downgraded to a non-proprietary status.

32.5 The provisions of this Article shall also apply to Information which a party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.

32.6 The provisions of this Article shall survive the termination of the Contract and shall bind the parties and their successors and assigns for a period of five (5) years after initial disclosure of such Proprietary Information.

33. WARRANTY.

33.1 Services Warranty. Consultant warrants that any services performed under the Contract shall be performed by personnel who are fully qualified and competent and whose guidance recommendations, and performance reflect professional knowledge, judgment, and performance generally accepted and appropriate in the utility industry. If, within the period of two (2) years from Acceptance of all Work under the Contract, it is determined that any portion of the services performed by Consultant fails to comply with the warranties set forth above, or if a defect or error is discovered in any design, plan, drawing, specification, data or Information supplied with such services, Consultant shall, at its sole cost and at Utility's option, (i) correctly re-perform such services or correct the defect or error in the design, plan, drawing, specification, data or Information, or (ii) return to Utility the charges paid by Utility and attributable to such services or defective or erroneous design, plan, drawing, specification, data or Information supplied.

33.2 Supplier Warranties. Consultant shall take all reasonable steps to transfer for the benefit of Utility all warranties or guarantees available from the suppliers of Information, materials and equipment to Consultant, its agents, subcontractors, or those under its control.

33.3 Information Warranty. Consultant warrants that it has the full legal right, title and ownership of the Information furnished pursuant to the Contract.

33.4 Equipment and Materials Warranty. For a period of two (2) years after Acceptance of all Work under the Contract, Consultant warrants that all equipment and materials it supplies shall be free from defects in title, material and workmanship and shall conform to specifications set forth in the Contract. If the warranty set forth above is breached, Consultant shall at its option

and expense, either repair or replace the affected equipment and materials. Consultant shall have no obligation for breach of warranty if Utility fails to store, operate or maintain equipment supplied by Consultant in accordance with Consultant's written instructions furnished to Utility as part of the Work. In no event shall Utility be required to comply with standards that exceed those generally accepted in the industry.

- 33.5 Completion Warranty. Consultant warrants that it shall complete the Work in accordance with the project schedule. If the Work falls behind schedule due to causes attributable to Consultant or any person under its control, Consultant shall, at its sole expense, use its best efforts to restore the Work to schedule, including but not limited to placing its forces and those of its subcontractors on extended working hours, assigning additional forces to the Work, or establishing expedited, priority treatment for the acquisition, fabrication, and delivery of the materials, equipment and supplies necessary to complete the Work.

33.6 Millennium Warranty.

33.6.1 Consultant warrants that material, Equipment, and Services provided in association with these terms and conditions and Consultant's related support systems shall meet date compliance requirements into and beyond the year 2000.

33.6.2 In the event that the warranty contained in section 33.6.1 above is breached, Consultant shall, at Utility's option, either use best efforts to remedy the problem, or provide Utility with substitute material, equipment, and/or services acceptable to Utility.

- 33.7 Conditions of Warranty. The foregoing warranties are subject to the following conditions:

33.7.1 Consultant shall not be responsible for repairs, replacement, or corrections made by others to the Work, except upon its prior written authorization.

33.7.2 Utility shall notify Consultant in writing of any breach of warranty.

33.7.3 In addition to its other warranty obligations, Consultant shall reimburse Utility for Utility's Direct Incremental Costs to provide Consultant access to such defective Work and to restore facilities disturbed by such access.

33.7.4 If any defect in Consultant's Work is latent and not discoverable by Utility's reasonably careful inspection during the initial warranty period, the applicable warranty period shall be extended to a total cumulative period of seven (7) years.

33.7.5 Corrective Work performed by Consultant shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period of two (2) years plus an additional two years.

33.7.6 The warranties provided for in this Article 33 shall apply whether the Work is performed on-Site or off-Site.

34. LIMITATION OF LIABILITY.

- 34.1 CONSULTANT'S LIABILITY TO UTILITY UNDER THE CONTRACT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE SHALL BE THE SUM OF (i) FOR WARRANTY AND

INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE CONTRACT, PLUS (ii) FOR DAMAGES CONSULTANT IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE CONTRACT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO THE UTILITY, AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY UTILITY TO CONSULTANT UNDER THE CONTRACT OR TWO MILLION DOLLARS (\$2,000,000).

34.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

34.3 CONSULTANT WAIVES ALL CLAIMS AGAINST UTILITY FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONSULTANT'S WORK UNDER THE CONTRACT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONSULTANT'S WORK UNDER THE CONTRACT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONSULTANT'S PERSONAL PROPERTY OR INJURY TO CONSULTANT OR ITS PERSONNEL IN CONNECTION WITH THE CONTRACT.

35. **RIGHTS AND LIABILITIES OF PRINCIPALS.** All benefits, protections, indemnifications and other rights in favor of Utility under the Contract shall also benefit, protect and indemnify the principals of Utility.

36. **WAIVER OF MECHANIC'S LIENS.** Consultant hereby waives its rights to any mechanic's lien under any applicable statutes or otherwise for services performed or material or equipment furnished in connection with the Work. Consultant shall obtain from any Subcontractor or materialman prior to the performance of any Work, a written waiver satisfactory to Utility of all such subcontractors' or materialmen's right to any such lien and shall deliver such waiver to Utility promptly upon receipt thereof. Upon Utility's request, Consultant shall obtain, without additional cost to Utility, a bond satisfactory to Utility to indemnify Utility against such liens and charges.

37. **ARBITRATION.** Any controversy or claim arising out of or relating to this Contract or breach thereof which cannot be resolved by mutual agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Any such arbitration proceeding shall take place in the state of Connecticut. Consultant shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed to by Utility in writing.

38. **ADVERTISING.** Unless authorized in writing by Utility, Consultant shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Contract.

39. **ASSIGNMENT.** Consultant has been selected by Utility because of its particular expertise. Consultant shall not assign the Contract in whole or in part except upon the written consent of Utility. Consultant shall not assign its right to any monies due but unpaid under the terms of the Contract. Utility shall have the unrestricted right to assign the Contract in whole or in part.

40. **WAIVERS.** No waiver by any party of its rights against the other for a particular default shall be deemed to be a waiver of rights with regard to any other default by the other.

41. **APPLICABLE LAW.** The validity, construction, interpretation and performance of the Contract shall be governed in all respects by the laws of the State of Connecticut, and any litigation concerning the Contract shall be brought in a court of competent jurisdiction in the State of Connecticut.
42. **NOTICES.** All notices required under the Contract shall be in writing and signed, and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered, or if mailed to the party set forth on the "Direct Inquiries To" line on the Utility's Purchase Order, upon delivery to the address set forth thereon, unless otherwise indicated in the Contract.
43. **RIGHT TO AUDIT.** Utility shall have the right to inspect and audit all of Consultant's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Contract. Consultant and any Subcontractors shall preserve all such records for a period of one year following Acceptance or final payment, whichever is later. Consultant shall provide for such right to audit by Utility in all contracts with Subcontractors relating to the Contract.
44. **SMALL, SMALL DISADVANTAGED, AND WOMEN OWNED SMALL BUSINESSES.**
- 44.1 Utility is a government contractor and fully supports the government's policies of ensuring that Small, Small Disadvantaged, and Women Owned Small Business have every opportunity to compete for government contracts and subcontracts. Utility has and will continue to commit to filing annual Subcontracting Plans regarding the utilization of Small, Small Disadvantaged, and Women Owned Small Businesses as contractors and subcontractors in accordance with Federal Acquisition Regulation 52.219. **CONTRACTOR MAY BE REQUIRED TO SUBMIT DATA AND/OR SUBCONTRACTING PLANS REGARDING SUBCONTRACTOR'S UTILIZATION AND INTENDED UTILIZATION OF SUCH SMALL, SMALL DISADVANTAGED, AND WOMEN OWNED SMALL BUSINESSES DURING THE TERM OF THIS CONTRACT.**
- 44.2 Flow-down of Federal Acquisition Requirements (FAR) Clause 52.219-8 -- Utilization of Small Business Concerns. Utilization of Small Business Concerns (Oct 2000).
- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) *Definitions.* As used in this contract—

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer, that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

45. MILLENNIUM COMPLIANCE.

- 45.1 Utility requires that all purchased and/or leased products, services, and related support systems meet date compliance requirements into and beyond the year 2000, with no interruption of service or additional costs and/or expenses to Utility. Any and all costs and expenses including, but not limited to, product upgrades and direct expenses incurred by Utility due to failure caused by the change in century, shall be the responsibility of the Consultant.
- 45.2 If the product, services, and related support systems will not be year 2000 compliant, Consultant must notify Utility's Representative immediately in writing prior to entering into any agreement.
- 45.3 In addition, if at any time during or after performance under this agreement, Consultant determines that the product, services, or related support systems will not be year 2000 compliant, Consultant shall notify Utility's Representative immediately.
46. **PRIORITY OF DOCUMENTS.** In the event of conflict among the Contract documents, the order of priority shall be: (1) the terms appearing on the face of Utility's Purchase Order; (2) any Special Conditions supplied by Utility; (3) these General Terms and Conditions; (4) the specification; (5) any remaining documents referred to on Utility's purchase order. The pre-printed terms on the back of Utility's purchase order are hereby deleted and shall not bind either party.
47. **SEVERABILITY.** In the event that any provision of the Contract is deemed invalid or unenforceable, it shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of the Contract shall remain fully enforceable notwithstanding the unenforceability of any individual provision.
48. **COMPLETE AGREEMENT.** The Contract shall constitute the complete agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Contract and shall not bind the parties. No change to the Contract shall be binding upon the parties unless made in writing and signed by both parties.

Purchase Order Details

02251723

Status : SENT

Revision:	7	Date of Issue:	12/12/13	Ship Via:	
Procurement Agent:	CHRISTA SIMMONS	Requested Delivery Date:		F.O.B.:	
Agent Email	christa.simmons@eversour	Payment Terms:	NET 1	WM Project :	
Agent Phone	8606656141	Freight Terms:		WM WO/WR	NU

Vendor ID: SPECMACO-000**Contract #:** 02251723**Vendor Name:** SPECTRUM MARKETING COMPANIES INC
95 EDDY RD STE 101
MANCHESTER, NH, 03102**Phone:****Fax:****Contact:****Ship To:** HAMPSHIRE PLAZA MAILROOM
780 NORTH COMMERCIAL ST
MANCHESTER, NH, 03101**Bill To:** HAMPSHIRE PLAZA MAILROOM
780 NORTH COMMERCIAL ST
MANCHESTER, NH, 03101**Attention:****Attention:****Contact #:****Contact #:****Drop Ship**

PO Line: 1

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	SPECTRUM			0.00	490000.00		490000.00	490000.00	9/30/09
Additional Desc :									

Approved Mfgr **Model #** **Part #** **Instructions :**

PO Line: 9999

Item	Description	Qty	Units	Unit Cost	Line Cost	Tax	Total	Total Line Cost:	Required Date
	FREIGHT			0.00	10000.00		10000.00	10000.00	
Additional Desc :									

Approved Mfgr **Model #** **Part #** **Instructions :****Total PO Cost:** 500000.00 USD

Purchase Order Details

Terms and Conditions

THE COMPANY REPRESENTATIVE MONITORING WORK

COI - INSURANCE LEVEL 2

DIRECT PAY PERMIT

LOOKUP YOUR INVOICE STATUS- WWW.EVERSOURCE.COM

AUDIT, EVERSOURCE HAS THE RIGHT AT ALL REAS TIMES

STANDARD APPLICABLE LAW

ACKNOWLEDGE, CONTR. AGREES TO T&CS, SIGN AND RETUR

CANCELLATION BY 30 DAYS WRITTEN NOTICE

INVOICES WILL NOT BE PAID WITHOUT REFERENCE TO PO

TAX, SALES TAX NOT APPLICABLE IN NEW HAMPSHIRE

GT&C ATTACHED, IN LIEU OF REVERSE SIDE OF PO

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 54940
Date of Invoice: 04/25/2018
Billing Period: 02/06/2018 - 02/28/2018
Date Posted: 04/25/2018
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$6,333.50**
Invoice Currency: **USD**
Date Approved: 05/24/2018
Final Approver: Bob Bersak
Approved Fees \$6,333.50
Approved Expenses \$0.00
Approved Total (excl. Tax) \$6,333.50
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$6,333.50	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$6,333.50
Invoice Currency:	USD
Billed Fees	\$6,333.50
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$6,333.50

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	04/25/2018	\$6,333.50	
Pam Tyrol	TK Rates Reviewed	05/07/2018		
Bob Bersak	Approved	05/24/2018	\$6,333.50	
Serengeti Administrator	AP Batch Run	05/24/2018	\$6,333.50	Batch ID: 001001048 (Sent to AP: 05/24/2018 7:01:09 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 54940.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

REDACTED

DE 19-057
Exhibit 73 Part 1

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
02/06/2018 -	Review of applicable legal authority regarding recovery of merger related costs and overview of rate case process in New Hampshire.		Stern, Matthew S.	█	█				\$1,045.00
02/07/2018 -	Draft memorandum regarding analysis of applicable legal authority regarding NH rate case procedure.		Stern, Matthew S.	█	█				\$577.50
02/20/2018 -	Prepare for rate case kick-off meeting.		Venora, Daniel P.	█	█				\$177.00
02/21/2018 -	Review rate case orders and related materials in preparation for kick-off meeting.		Venora, Daniel P.	█	█				\$118.00
02/22/2018 -	Prepare for and participate in conference call with E. Chung, R. Bersak and others on rate case kick-off.		Venora, Daniel P.	█	█				\$560.50
02/22/2018 -	Research electric and gas rate case orders for last ten years in New Hampshire to establish knowledge base for Eversource (PSNH) rate case.		Campbell, Matthew C.	█	█				\$885.00
02/22/2018 -	Conference call with Eversource PSNH rate case team to kick-off project and discuss preliminary strategy.		Campbell, Matthew C.	█	█				\$531.00
02/23/2018 -	Compile New Hampshire rate case database for last ten years for Eversource PSNH rate case.		Campbell, Matthew C.	█	█				\$442.50
02/23/2018 -	Review order from last PSNH rate case in preparation for Eversource PSNH rate case.		Campbell, Matthew C.	█	█				\$147.50
02/24/2018 -	Draft memorandum regarding legal analysis of basis to recover merger related costs.		Stern, Matthew S.	█	█				\$935.00
02/25/2018 -	Review memorandum regarding recovery of merger cost savings in the context of rate case.		Campbell, Matthew C.	█	█				\$59.00
02/26/2018 -	Research and summarize strategy related to capital documentation requirements.		Venora, Daniel P.	█	█				\$413.00
02/26/2018 -	Research and review treatment of recovery of merger cost savings in context of Eversource New Hampshire rate case.		Campbell, Matthew C.	█	█				\$383.50
02/27/2018 -	Correspondence with E. Chung and C. Goulding on capital documentation.		Venora, Daniel P.	█	█				\$59.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 54882
Date of Invoice: 04/24/2018
Billing Period: 01/11/2018 - 01/31/2018
Date Posted: 04/24/2018
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$165.00**
Invoice Currency: **USD**
Date Approved: 05/24/2018
Final Approver: Bob Bersak
Approved Fees \$165.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$165.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$165.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$165.00
Invoice Currency:	USD
Billed Fees	\$165.00
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$165.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	04/24/2018	\$165.00	
Pam Tyrol	TK Rates Reviewed	04/24/2018		
Bob Bersak	Approved	05/24/2018	\$165.00	
Serengeti Administrator	AP Batch Run	05/24/2018	\$165.00	Batch ID: 001001048 (Sent to AP: 05/24/2018 7:01:09 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 54882.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

REDACTED

DE 19-057
Exhibit 73 Part 1

<u>Date</u>	<u>Description Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
01/11/2018 -	Research applicable legal authorities regarding recovery of merger costs.	Stern, Matthew S.	█	█				\$165.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 55108
Date of Invoice: 06/08/2018
Billing Period: 03/05/2018 - 03/31/2018
Date Posted: 06/08/2018
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$17,847.50**
Invoice Currency: **USD**
Date Approved: 06/26/2018
Final Approver: Bob Bersak
Approved Fees \$17,847.50
Approved Expenses \$0.00
Approved Total (excl. Tax) \$17,847.50
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$17,847.50	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$17,847.50**
Invoice Currency: USD
Billed Fees \$17,847.50
Billed Expenses \$0.00
Billed Total (excl. Tax) \$17,847.50

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	06/08/2018	\$17,847.50	
Bob Bersak	Approved	06/26/2018	\$17,847.50	
Serengeti Administrator	AP Batch Run	06/26/2018	\$17,847.50	Batch ID: 001001069 (Sent to AP: 06/26/2018 7:01:09 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 55108.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

Date	Description Narrative	Timekeeper	Units	Rate	Adjust	Exhibit	Rate	Pay Type	%	Amount
03/05/2018 -	Prepare for and participate in rate case strategy sessions (Policy Overview, Revenue Requirements, Rates, Capital and Operations).	Venora, Daniel P.	█	█						\$2,419.00
03/05/2018 -	Participate in strategy session with Eversource personnel and witnesses for PSNH rate case.	Campbell, Matthew C.	█	█						\$1,917.50
03/06/2018 -	Draft memorandum summarizing issues and plans identified at March 5, 2018 strategy session for PSNH rate case.	Campbell, Matthew C.	█	█						\$1,239.00
03/06/2018 -	Conduct research and draft correspondence to C. Vaughan regarding cutoff for adjustments to test-year operating expenses in PSNH rate case.	Campbell, Matthew C.	█	█						\$383.50
03/06/2018 -	Attend to follow-up issues from strategy meetings.	Venora, Daniel P.	█	█						\$796.50
03/07/2018 -	Conduct research and draft correspondence to E. Chung regarding recovery of post test-year capital expenditures through step adjustments in PSNH rate case.	Campbell, Matthew C.	█	█						\$147.50
03/07/2018 -	Review meeting notes and prepare for second strategy sessions.	Venora, Daniel P.	█	█						\$324.50
03/07/2018 -	Finalize memorandum summarizing PSNH rate case strategy meeting held on March 5, 2018.	Campbell, Matthew C.	█	█						\$88.50
03/08/2018 -	Participate in rate case strategy sessions on Compensation and Benefits, ROE, Capital Structure, Customer and Grid Modernization. Participate in additional strategy sessions on Accounting and Taxes.	Venora, Daniel P.	█	█						\$1,268.50
03/08/2018 -	Conference call regarding strategy for the PSNH rate case. Participate in individual strategy sessions regarding benefits and compensation, return on equity (ROE), capital structure, grid modernization, customer issues, accounting issues, depreciation, and taxes. Draft summary regarding same.	Campbell, Matthew C.	█	█						\$1,504.50
03/09/2018 -	Draft summary of conference call regarding strategy for PSNH rate case for benefits and compensation, return on equity (ROE), capital structure, grid modernization, customer issues, accounting issues, depreciation, and taxes.	Campbell, Matthew C.	█	█						\$737.50
03/09/2018 -	Review research on post test-year adjustments. Review meeting notes.	Venora, Daniel P.	█	█						\$236.00
03/14/2018 -	Conference call with J. DeRosa to discuss outline for customer-related testimony in PSNH rate case.	Campbell, Matthew C.	█	█						\$236.00
03/14/2018 -	Draft correspondence to J. DeRosa outlining testimony for customer-related issues in PSNH rate case.	Campbell, Matthew C.	█	█						\$265.50
03/16/2018 -	Research and draft correspondence summarizing Liberty Utilities (DG-17-048) settlement agreement.	Campbell, Matthew C.	█	█						\$236.00

03/16/2018 -	Outline research assignments and plan for testimony development.	Venora, Daniel P.	■	■	\$118.00
03/16/2018 -	Create database of New Hampshire rate case filings in preparation for PSNH rate case.	Campbell, Matthew C.	■	■	\$531.00
03/19/2018 -	Create database of New Hampshire rate case filings in preparation for PSNH rate case.	Campbell, Matthew C.	■	■	\$236.00
03/19/2018 -	Conduct research and draft testimony for W. Quinlan for PSNH temporary rate filing.	Campbell, Matthew C.	■	■	\$1,858.50
03/19/2018 -	Draft correspondence to B. Bannon and C. Goulding requesting information/data for draft testimony for W. Quinlan for PSNH temporary rate filing.	Campbell, Matthew C.	■	■	\$88.50
03/19/2018 -	Draft correspondence to E. Menard, R. Tardif, M. Strout, J. Dugan, D. Ludwig, R. Heitz, and L. Parke requesting information/data for draft testimony for W. Quinlan for PSNH temporary rate filing.	Campbell, Matthew C.	■	■	\$118.00
03/20/2018 -	Draft correspondence to E. Menard regarding exhibit of capital additions for W. Quinlan's testimony for PSNH temporary rate filing.	Campbell, Matthew C.	■	■	\$59.00
03/20/2018 -	Conduct research and draft testimony for W. Quinlan for PSNH temporary rate filing.	Campbell, Matthew C.	■	■	\$1,622.50
03/21/2018 -	Conduct research and draft testimony for W. Quinlan for PSNH temporary rate filing.	Campbell, Matthew C.	■	■	\$236.00
03/22/2018 -	Conduct research and draft testimony for W. Quinlan for PSNH temporary rate filing.	Campbell, Matthew C.	■	■	\$531.00
03/23/2018 -	Conference call with E. Menard regarding increases to net plant since last rate case.	Campbell, Matthew C.	■	■	\$59.00
03/23/2018 -	Conference call with R. Heitz regarding increase in property tax expense since last rate case.	Campbell, Matthew C.	■	■	\$88.50
03/27/2018 -	Conference call with core team and others on communications strategy.	Venora, Daniel P.	■	■	\$354.00
03/27/2018 -	Review charitable giving and volunteer information provided by L. Parke and incorporate into W. Quinlan testimony. Draft correspondence to L. Parke regarding same.	Campbell, Matthew C.	■	■	\$147.50

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 55252
Date of Invoice: 07/23/2018
Billing Period: 03/19/2018 - 04/30/2018
Date Posted: 07/23/2018
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$3,864.50**
Invoice Currency: **USD**
Date Approved: 07/25/2018
Final Approver: Bob Bersak
Approved Fees \$3,864.50
Approved Expenses \$0.00
Approved Total (excl. Tax) \$3,864.50
Comments to AP:

Accounting Code Allocations

BPO #	Charge Cost Center	Field Work Order	FERC Activity (T)	Amount	Percentage	Comment
10209864 163		DRCE0006		\$3,864.50	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$3,864.50
Invoice Currency:	USD
Billed Fees	\$3,864.50
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$3,864.50

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	07/23/2018	\$3,864.50	
Bob Bersak	Approved	07/25/2018	\$3,864.50	
Serengeti Administrator	AP Batch Run	07/25/2018	\$3,864.50	Batch ID: 001001082 (Sent to AP: 07/25/2018 3:01:33 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 55252.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

REDACTED

			DE 19-057				
Date	Description Narrative	Timekeeper	Units	Rate	Adjust	Exhibit 79 Part 1	
						Rate	Pay %
03/19/2018 -	Review outline for W. Quinlan policy testimony.	Venora, Daniel P.	█	█			\$88.50
04/02/2018 -	Conference call with J. Dugan regarding plant exhibit for temporary rate testimony in PSNH rate case.	Campbell, Matthew C.	█	█			\$59.00
04/02/2018 -	Review status of testimony drafts. Correspondence with E. Chung regarding case preparation.	Venora, Daniel P.	█	█			\$88.50
04/03/2018 -	Finalize draft of W. Quinlan testimony based on plant addition information provided by J. Dugan.	Campbell, Matthew C.	█	█			\$236.00
04/06/2018 -	Research applicable regulations and draft notice of intent to file temporary rates in PSNH rate case.	Campbell, Matthew C.	█	█			\$236.00
04/06/2018 -	Review case materials and prepare initial draft of notice of intent.	Venora, Daniel P.	█	█			\$472.00
04/11/2018 -	Conference call with PSNH rate case team to discuss rate case strategy and upcoming senior team meeting. Draft correspondence to C. Goulding regarding storm amortization and enhanced tree trimming costs in temporary rate case. Revise B. Quinlan testimony to incorporate proposals for enhanced tree trimming and storm costs.	Campbell, Matthew C.	█	█			\$472.00
04/11/2018 -	Finalize draft of W. Quinlan testimony based on plant addition information provided by J. Dugan.	Campbell, Matthew C.	█	█			\$442.50
04/16/2018 -	Review and provide comments to E. Chung on senior team presentation document. Prepare for senior team meeting.	Venora, Daniel P.	█	█			\$501.50
04/17/2018 -	Prepare for and participate in senior team meeting on rate case strategy.	Venora, Daniel P.	█	█			\$1,268.50

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 55734
Date of Invoice: 10/24/2018
Billing Period: 07/19/2018 - 07/31/2018
Date Posted: 10/24/2018
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$240.00**
Invoice Currency: **USD**
Date Approved: 11/26/2018
Final Approver: Bob Bersak
Approved Fees \$240.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$240.00
Comments to AP:

Accounting Code Allocations

BPO #	Charge Cost Center	Field Work Order	FERC Activity (T)	Amount	Percentage	Comment
10209864 163		DRCE0006		\$240.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$240.00**
Invoice Currency: USD
Billed Fees \$240.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$240.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	10/24/2018	\$240.00	
Bob Bersak	Approved	11/26/2018	\$240.00	
Serengeti Administrator	AP Batch Run	11/26/2018	\$240.00	Batch ID: 001001155 (Sent to AP: 11/26/2018 7:01:07 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 55734.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

REDACTED

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
07/19/2018 -	Participate in rate case kick-off session.		Venora, Daniel P.	■	■				\$240.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 55925
Date of Invoice: 10/31/2018
Billing Period: 08/30/2018 - 08/31/2018
Date Posted: 10/31/2018
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$960.00**
Invoice Currency: **USD**
Date Approved: 11/26/2018
Final Approver: Bob Bersak
Approved Fees \$960.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$960.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$960.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$960.00
Invoice Currency:	USD
Billed Fees	\$960.00
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$960.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	10/31/2018	\$960.00	
Pam Tyrol	TK Rates Reviewed	11/05/2018		
Bob Bersak	Approved	11/26/2018	\$960.00	
Serengeti Administrator	AP Batch Run	11/26/2018	\$960.00	Batch ID: 001001155 (Sent to AP: 11/26/2018 7:01:07 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 55925.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

REDACTED

DE 19-057
Exhibit 73 Part 1

<u>Date</u>	<u>Description</u>	<u>Narrative</u>
08/30/2018 -		Conference call with E. Chung on rate case planning.
08/31/2018 -		Review kick-off Powerpoint for PSNH rate case. Edit draft testimony with case overview sponsored by B. Quinlan. Call to J. DeRosa regarding AMR testimony.

<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
Venora, Daniel P.	█	█				\$120.00
Campbell, Matthew C.	█	█				\$840.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 56026
Date of Invoice: 11/20/2018
Billing Period: 09/06/2018 - 09/30/2018
Date Posted: 11/20/2018
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$4,380.00**
Invoice Currency: **USD**
Date Approved: 11/26/2018
Final Approver: Bob Bersak
Approved Fees \$4,380.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$4,380.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$4,380.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$4,380.00**
Invoice Currency: USD
Billed Fees \$4,380.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$4,380.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	11/20/2018	\$4,380.00	
Bob Bersak	Approved	11/26/2018	\$4,380.00	
Serengeti Administrator	AP Batch Run	11/26/2018	\$4,380.00	Batch ID: 001001155 (Sent to AP: 11/26/2018 7:01:07 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 56026.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description Narrative</u>	<u>REDACTED</u>
09/06/2018 -	Participate in conference call with PSNH rate case team to discuss upcoming filing.	
09/06/2018 -	Conference call on capital and operations testimony.	
09/08/2018 -	Draft B. Quinlan case over testimony for PSNH rate case.	
09/09/2018 -	Review draft testimony for B. Quinlan in PSNH rate case.	
09/14/2018 -	Prepare outlines for revenue requirements testimony. Review outline for policy testimony. Correspondence with E. Chung.	
09/19/2018 -	Prepare outline and template for Ops/Capital testimony.	
09/20/2018 -	Prepare template for Ops/Capital testimony. Correspondence to E. Chung and others.	
09/24/2018 -	Weekly rate case core team call. Conference call with capital and operations team.	
09/26/2018 -	Draft questions for operations and capital testimony interviews.	
09/30/2018 -	Review summary of major rate proposals from E. Chung.	

<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjus</u>	<u>Exhibit</u>	<u>73</u>	<u>Party</u>	<u>1</u>	<u>Type</u>	<u>%</u>	<u>Amount</u>
Campbell, Matthew C.	█	█								\$240.00
Venora, Daniel P.	█	█								\$330.00
Campbell, Matthew C.	█	█								\$390.00
Kimball, Cheryl M.	█	█								\$420.00
Venora, Daniel P.	█	█								\$840.00
Venora, Daniel P.	█	█								\$990.00
Venora, Daniel P.	█	█								\$180.00
Venora, Daniel P.	█	█								\$390.00
Campbell, Matthew C.	█	█								\$390.00
Kimball, Cheryl M.	█	█								\$210.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 56150
Date of Invoice: 11/27/2018
Billing Period: 10/01/2018 - 10/31/2018
Date Posted: 11/27/2018
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$22,654.00**
Invoice Currency: **USD**
Date Approved: 12/17/2018
Final Approver: Bob Bersak
Approved Fees \$22,654.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$22,654.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$22,654.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$22,654.00
Invoice Currency:	USD
Billed Fees	\$22,654.00
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$22,654.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	11/27/2018	\$22,654.00	
Pam Tyrol	TK Rates Reviewed	11/27/2018		
Bob Bersak	Approved	12/17/2018	\$22,654.00	
Serengeti Administrator	AP Batch Run	12/17/2018	\$22,654.00	Batch ID: 001001168 (Sent to AP: 12/17/2018 7:01:07 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 56150.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType</u>	<u>%</u>	<u>Amount</u>
10/01/2018 -	Participate in conference call with PSNH Core Team to discuss status of rate filing. Participate in conference call with PSNH rate case team to discuss operations/capital plan testimony.		Campbell, Matthew C.	■	■					\$420.00
10/02/2018 -	Prepare draft of Ops/Capital testimony.		Venora, Daniel P.	■	■					\$720.00
10/02/2018 -	Draft revenue requirements testimony templates for PSNH's temporary and permanent rate filings.		Campbell, Matthew C.	■	■					\$1,590.00
10/03/2018 -	Prepare template/first draft of Capital/Ops testimony.		Venora, Daniel P.	■	■					\$630.00
10/03/2018 -	Draft revenue requirements testimony templates for PSNH's temporary and permanent rate filings.		Campbell, Matthew C.	■	■					\$810.00
10/04/2018 -	Prepare template and first draft of Capital/Ops testimony. Review and comment on templates for revenue requirements testimony.		Venora, Daniel P.	■	■					\$1,230.00
10/04/2018 -	Draft revenue requirements testimony templates for PSNH's temporary and permanent rate filings, draft correspondence to E. Chung regarding same.		Campbell, Matthew C.	■	■					\$720.00
10/09/2018 -	Participate in conference call with PSNH operations team to discuss testimony status.		Campbell, Matthew C.	■	■					\$240.00
10/09/2018 -	Prepare outline of vegetation management testimony. Participate in weekly core team conference call. Correspondence with C. Goulding and others. Work on Capital/Ops testimony.		Venora, Daniel P.	■	■					\$1,410.00
10/09/2018 -	Review and edit AMR section of P. Conner's testimony.		Campbell, Matthew C.	■	■					\$510.00
10/10/2018 -	Participate in meeting with PSNH core rate case team to discuss key proposals and strategy. Draft responses to remuneration questions (AG Set 1, DPU Set 2, DPU Set 5).		Campbell, Matthew C.	■	■					\$1,770.00
10/10/2018 -	Prepare for and participate in rate case strategy session with W. Quinlan, R. Bersak, J. Moreira and others. Attend to follow up issues.		Venora, Daniel P.	■	■					\$1,830.00
10/10/2018 -	Prepare for and participate in team meeting regarding strategy for PSNH rate case with J. Moreira.		Kimball, Cheryl M.	■	■					\$1,710.00
10/15/2018 -	Conference call with core team on case status.		Venora, Daniel P.	■	■					\$180.00
10/15/2018 -	Participate in conference call with PSNH core rate case team to discuss status of testimony. Participate in conference call with PSNH operations/capital team to discuss draft testimony.		Campbell, Matthew C.	■	■					\$390.00
10/15/2018 -	Compile information on last two rate cases from NHPUC and summarize findings.		Calitri, Jameson L.	■	■					\$1,012.00
10/16/2018 -	Revise draft testimony on W. Quinlan's overview/policy testimony.		Campbell, Matthew C.	■	■					\$780.00
10/16/2018 -	Compile information on last two rate cases from NHPUC and summarize findings.		Calitri, Jameson L.	■	■					\$368.00
10/17/2018 -	Researched last two rate cases from NH PUC to gain insight on what recent NH PUC is approving/rejecting and composed memo summarizing findings.		Calitri, Jameson L.	■	■					\$874.00

REDACTED

10/19/2018 -	Revise W. Quinlan testimony for PSNH rate case.	Campbell, Matthew C.	■	■	DE 19-057 Exhibit 73 Part 1	\$450.00
10/19/2018 -	Work on first draft of System Resiliency testimony. Conference call with E. Menard on capital testimony.	Venora, Daniel P.	■	■		\$510.00
10/22/2018 -	Participate in conference call with core PSNH rate case team. Participate in conference call with PSNH operations and capital team.	Campbell, Matthew C.	■	■		\$480.00
10/22/2018 -	Conference call with core team on case status. Conference call with Capital and Ops witnesses and address next steps on testimony developments.	Venora, Daniel P.	■	■		\$510.00
10/23/2018 -	Review draft testimony on ROE from A. Bulkley on PSNH case.	Kimball, Cheryl M.	■	■		\$360.00
10/24/2018 -	Draft NOI for PSNH rate case. Review and edit first draft. Review and edit first draft of ROE testimony.	Campbell, Matthew C.	■	■		\$1,230.00
10/25/2018 -	Conference call with J. Moreirra, E. Chung, W. Quindan and others to prepare for senior team meeting. Review slide presentation.	Venora, Daniel P.	■	■		\$360.00
10/29/2018 -	Conference call with team on case prep status. Conference call with Capital/Ops team on testimony status.	Venora, Daniel P.	■	■		\$360.00
10/29/2018 -	Conference call with PSNH core rate case team and operations team to discuss rate case status and strategies.	Campbell, Matthew C.	■	■		\$270.00
10/30/2018 -	Prepare for and participate in Senior Team meeting. Attend to follow-up issues.	Venora, Daniel P.	■	■		\$930.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 56305
Date of Invoice: 12/07/2018
Billing Period: 11/05/2018 - 11/30/2018
Date Posted: 12/07/2018
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$1,530.00**
Invoice Currency: **USD**
Date Approved: 12/17/2018
Final Approver: Bob Bersak
Approved Fees \$1,530.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$1,530.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$1,530.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$1,530.00
Invoice Currency:	USD
Billed Fees	\$1,530.00
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$1,530.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	12/07/2018	\$1,530.00	
Bob Bersak	Approved	12/17/2018	\$1,530.00	
Serengeti Administrator	AP Batch Run	12/17/2018	\$1,530.00	Batch ID: 001001168 (Sent to AP: 12/17/2018 7:01:07 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 56305.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

REDACTED

DE 19-057

<u>Date</u>	<u>Description Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust Taxes</u>	<u>Exhibit Type</u>	<u>Amount</u>
11/05/2018 -	Participate in conference call with PSNH core rate case team.	Campbell, Matthew C.	█	█			\$210.00
11/16/2018 -	Review and provide comments on petition and technical statement for REP extension.	Venora, Daniel P.	█	█			\$540.00
11/19/2018 -	Conference call with core team on case status and REP filing.	Venora, Daniel P.	█	█			\$180.00
11/26/2018 -	Conference call with core team on case status. Correspondence with E. Chung.	Venora, Daniel P.	█	█			\$210.00
11/26/2018 -	Participate in conference call with PSNH rate case team to discuss status.	Campbell, Matthew C.	█	█			\$180.00
11/27/2018 -	Assess testimony status based on new case schedule.	Venora, Daniel P.	█	█			\$210.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 56480
Date of Invoice: 02/05/2019
Billing Period: 12/10/2018 - 12/31/2018
Date Posted: 02/05/2019
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$1,260.00**
Invoice Currency: **USD**
Date Approved: 02/25/2019
Final Approver: Bob Bersak
Approved Fees \$1,260.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$1,260.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$1,260.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$1,260.00
Invoice Currency:	USD
Billed Fees	\$1,260.00
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$1,260.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	02/05/2019	\$1,260.00	
Bob Bersak	Approved	02/25/2019	\$1,260.00	
Serengeti Administrator	AP Batch Run	02/25/2019	\$1,260.00	Batch ID: 001001208 (Sent to AP: 02/25/2019 7:01:06 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 56480.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

REDACTED

		DE 19-057									
<u>Date</u>	<u>Description Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjus</u>	<u>Exhibit</u>	<u>73</u>	<u>Party</u>	<u>Type</u>	<u>%</u>	<u>Amount</u>
12/10/2018 -	Participate in conference call to discuss PSNH rate case strategy.	Campbell, Matthew C.	█	█							\$210.00
12/10/2018 -	Conference call with core team on case status. Conference call with E. Chung and others on strategy.	Venora, Daniel P.	█	█							\$240.00
12/13/2018 -	Participate in conference call with E. Davis and E. Chung regarding decoupling proposal in forthcoming rate case.	Campbell, Matthew C.	█	█							\$210.00
12/13/2018 -	Conference call with E. Chung and others on rate case strategy regarding decoupling. Attend to follow-up issues.	Venora, Daniel P.	█	█							\$240.00
12/13/2018 -	Prepare for and participate on conference call to discuss strategy for revenue decoupling in PSNH rate case.	Kimball, Cheryl M.	█	█							\$360.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 56678
Date of Invoice: 03/08/2019
Billing Period: 01/07/2019 - 01/31/2019
Date Posted: 03/08/2019
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$12,750.00**
Invoice Currency: **USD**
Date Approved: 03/28/2019
Final Approver: Bob Bersak
Approved Fees \$12,750.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$12,750.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$12,750.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$12,750.00
Invoice Currency:	USD
Billed Fees	\$12,750.00
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$12,750.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	03/08/2019	\$12,750.00	
Bob Bersak	Approved	03/28/2019	\$12,750.00	
Serengeti Administrator	AP Batch Run	03/28/2019	\$12,750.00	Batch ID: 001001229 (Sent to AP: 03/28/2019 7:01:06 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 56678.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

Date	Description Narrative	Timekeeper	Units	Rate	Adjust	Exhibit	79	Part	1	%	Amount
01/07/2019 -	Participate in conference call with PSNH rate case core team to discuss status and strategy.	Campbell, Matthew C.	█	█							\$210.00
01/07/2019 -	Conference call with core team on case development status. Update case documents.	Venora, Daniel P.	█	█							\$330.00
01/10/2019 -	Review, edit and update case development work plan. Review REP order on relation to strategy on VM and Ops testimony.	Venora, Daniel P.	█	█							\$480.00
01/10/2019 -	Draft outline and work plan for PSNH rate case. Revise Quinlan draft testimony to split into temporary and permanent rate filings.	Campbell, Matthew C.	█	█							\$630.00
01/11/2019 -	Review and edit case schedule and work plan for developing case testimony. Correspondence with E. Chung and others.	Venora, Daniel P.	█	█							\$210.00
01/14/2019 -	Conference calls with core team and operations team on case development status. Revise and update case preparation schedule and assignments.	Venora, Daniel P.	█	█							\$810.00
01/14/2019 -	Participate in conference call with PSNH core rate team.	Campbell, Matthew C.	█	█							\$180.00
01/16/2019 -	Correspondence with C. Goulding and M. Lemanger on case issues.	Venora, Daniel P.	█	█							\$120.00
01/17/2019 -	Review and update work plan and testimony status. Correspondence with M. Lemanger. Prepare for and attend core team review meeting. Attend to follow up issues.	Venora, Daniel P.	█	█							\$1,890.00
01/17/2019 -	Prepare for and participate on conference call regarding PSNH rate case proposals.	Kimball, Cheryl M.	█	█							\$360.00
01/17/2019 -	Participate in meeting with PSNH core rate case team to discuss key proposals and strategy.	Campbell, Matthew C.	█	█							\$720.00
01/18/2019 -	Review, update and edit testimony work plan. Prepare for and participate in witness team calls (ROE, Rates).	Venora, Daniel P.	█	█							\$540.00
01/22/2019 -	Participate in weekly rate case core team check in call. Draft and edit W. Quinlan testimony for PSNH temporary and permanent rate filings.	Campbell, Matthew C.	█	█							\$690.00
01/22/2019 -	Conference calls with core team and witness teams on case development status.	Venora, Daniel P.	█	█							\$540.00
01/23/2019 -	Conference call on Storm Fund panel.	Venora, Daniel P.	█	█							\$240.00
01/23/2019 -	Participate in conference call to storm fund testimony in PSNH rate case.	Campbell, Matthew C.	█	█							\$240.00
01/24/2019 -	Review case prep schedule and address open issues for testimony.	Venora, Daniel P.	█	█							\$150.00
01/24/2019 -	Prepare for and participate on conference call to discuss strategy regarding allocations from service company in PSNH rate case.	Kimball, Cheryl M.	█	█							\$240.00
01/24/2019 -	Participate in conference call to discuss strategy for presenting service company allocations in PSNH rate case.	Campbell, Matthew C.	█	█							\$180.00
01/25/2019 -	Prepare for and participate on conference call regarding grid mod strategy for PSNH rate filing.	Kimball, Cheryl M.	█	█							\$240.00

01/25/2019 -	Review analysis prepared by C. Goulding on capital structure for PSNH. Correspondence on same.	Kimball, Cheryl M.	■	■	
01/25/2019 -	Prepare for and participate in conference call on Grid Mod with witness team.	Venora, Daniel P.	■	■	\$210.00
01/25/2019 -	Participate in conference call to discuss grid mod testimony for PSNH rate case. Draft shell for grid modernization testimony. Update draft to revenue requirements testimony for temporary rate filing.	Campbell, Matthew C.	■	■	\$1,530.00
01/28/2019 -	Review and edit template for Grid Mod testimony. Conference call with core team on case development status. Research and review materials on capital structure.	Venora, Daniel P.	■	■	\$510.00
01/28/2019 -	Participate in PNSH weekly core rate case check-in call.	Campbell, Matthew C.	■	■	\$240.00
01/29/2019 -	Edit E. Chung's revenue requirements testimony for PNSH temporary rate filing.	Campbell, Matthew C.	■	■	\$210.00
01/30/2019 -	Prepare materials for interview with Ops witness.	Venora, Daniel P.	■	■	\$120.00
01/31/2019 -	Revise Eric Chung's revenue requirements testimony for PSNH temporary rate filing.	Campbell, Matthew C.	■	■	\$330.00
01/31/2019 -	Plan and prepare for meeting with Ops panel.	Venora, Daniel P.	■	■	\$360.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 56860
Date of Invoice: 04/30/2019
Billing Period: 02/01/2019 - 02/28/2019
Date Posted: 04/30/2019
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$18,439.98**
Invoice Currency: **USD**
Date Approved: 05/21/2019
Final Approver: Bob Bersak
Approved Fees \$17,070.00
Approved Expenses \$1,369.98
Approved Total (excl. Tax) \$18,439.98
Comments to AP:

Accounting Code Allocations

BPO #	Charge Cost Center	Field Work Order	FERC Activity (T)	Amount	Percentage	Comment
10209864 163		DRCE0006		\$18,439.98	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$18,439.98**
Invoice Currency: USD
Billed Fees \$17,070.00
Billed Expenses \$1,369.98
Billed Total (excl. Tax) \$18,439.98

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	04/30/2019	\$18,439.98	
Bob Bersak	Approved	05/21/2019	\$18,439.98	
Serengeti Administrator	AP Batch Run	05/21/2019	\$18,439.98	Batch ID: 001001258 (Sent to AP: 05/21/2019 7:01:19 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 56860.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

REDACTED

		DE 19-057 Exhibit 78 Part 1									
<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Exhibit</u>	<u>Rate</u>	<u>Pay</u>	<u>Type</u>	<u>Amount</u>
02/01/2019 -		Participate in conference call with PSNH capital and operations team to discuss testimony for PSNH permanent rate case filing.	Campbell, Matthew C.								\$240.00
02/01/2019 -		Prepare for and participate in conference call with J. Purington, L. Lajoie and E. Menard on scope and issues for testimony.	Venora, Daniel P.								\$390.00
02/01/2019 -		Prepare for and participate on conference call with J. Purington et al to develop testimony for PSNH rate case on operations proposals.	Kimball, Cheryl M.								\$420.00
02/04/2019 -		Conference call with core team on case development status.	Venora, Daniel P.								\$180.00
02/04/2019 -		Participate in conference call with core PSNH rate case team.	Campbell, Matthew C.								\$210.00
02/05/2019 -		Participate in conference call regarding strategy for PSNH capital structure filed as part of the rate case.	Campbell, Matthew C.								\$270.00
02/05/2019 -		Conference call with core team on case strategy regarding capital structure.	Venora, Daniel P.								\$270.00
02/05/2019 -		Participate on conference call with C. Goulding et al regarding capital structure for PSNH rate case.	Kimball, Cheryl M.								\$240.00
02/08/2019 -		Prepare for and meet with J. Schilling and P. Renaud to discuss grid modernization testimony for PSNH rate case.	Campbell, Matthew C.								\$780.00
02/11/2019 -		Participate in conference call to discuss E. Chung's revenue requirements testimony. Participate in conference call to discuss operation and capital testimony for PSNH rate case.	Campbell, Matthew C.								\$390.00
02/11/2019 -		Update and edit template for Ops testimony. Prepare for Ops interview session.	Venora, Daniel P.								\$540.00
02/12/2019 -		Conference call with core team on case development status.	Venora, Daniel P.								\$150.00
02/12/2019 -		Participate in conference call with core rate case team.	Campbell, Matthew C.								\$150.00
02/14/2019 -		Draft revenues requirement testimony for PSNH rate case filing.	Campbell, Matthew C.								\$960.00
02/15/2019 -		Prepare for Ops interview session.	Venora, Daniel P.								\$480.00
02/15/2019 -		Draft revenue requirements testimony for PSNH rate case filing.	Campbell, Matthew C.								\$210.00
02/18/2019 -		Plan and prepare for interview session with Ops witnesses.	Venora, Daniel P.								\$240.00
02/19/2019 -		Review and prepare materials for interview session with PSNH Ops witnesses.	Venora, Daniel P.								\$810.00
02/19/2019 -		Draft grid modernization testimony for PSNH rate case.	Campbell, Matthew C.								\$690.00

02/20/2019 -	Participate in conference call regarding staff memorandum on grid mod and impacts on PSNH rate case filing.	Campbell, Matthew C.			Exhibit 73 Part 1	\$240.00
02/20/2019 -	Prepare for and participate in meeting with J. Purington et al to develop testimony for PSNH rate case on operations proposals.	Kimball, Cheryl M.				\$1,020.00
02/20/2019 -	Participate in conference call regarding strategy for grid mod proposals in PSNH rate case.	Kimball, Cheryl M.				\$210.00
02/20/2019 -	Prepare for and conduct interview session with J. Purington, E. Menard and L. Lajoie to develop rate case testimony. Attend to follow-up issues.	Venora, Daniel P.				\$1,710.00
02/21/2019 -	Conference call with core team on Grid Mod strategy. Work on policy/overview testimony for temporary rate filing.	Venora, Daniel P.				\$690.00
02/21/2019 -	Participate in conference call regarding staff memorandum on grid mod and impacts on PSNH rate case filing.	Campbell, Matthew C.				\$240.00
02/22/2019 -	Revise and edit policy testimony for temporary rate filing.	Venora, Daniel P.				\$960.00
02/22/2019 -	Finalize draft of W. Quinlan testimony for temporary rate filing.	Campbell, Matthew C.				\$240.00
02/25/2019 -	Review working drafts of testimony for temporary filing.	Kimball, Cheryl M.				\$210.00
02/25/2019 -	Review and update first draft of policy testimony for temporary rate filing. Review comments on testimony.	Venora, Daniel P.				\$360.00
02/26/2019 -	Prepare first draft of operations and capital testimony. Conference call on Schiller project. Conference call with core team on case development status.	Venora, Daniel P.				\$1,230.00
02/27/2019 -	Participate in conference call with D. Horton regarding PSNH rate case filing.	Campbell, Matthew C.				\$180.00
02/27/2019 -	Conference call with D. Horton and others on case development process. Prepare initial draft of Ops testimony. Correspondence with R. Allen and V. Almore-Sakyi.	Venora, Daniel P.				\$780.00
02/28/2019 -	Prepare initial draft of Ops testimony. Conference call with R. Allen and V. Admore-Sakyi on VM testimony.	Venora, Daniel P.				\$1,380.00
02/28/2019 E115 - Deposition Transcripts	Transcript ; ; 2/20/19, confidential prep meeting transcript ; Farmer Arsenault Brock LLC		1	\$1,188.90		\$1,188.90
02/28/2019 E124 - Other	Meals/Meeting Expense ; ; 2/20/19, lunch for interview session with J. Purington, E. Menard and L. Lajoie to develop rate case testimony ; Platterz		1	\$181.08		\$181.08

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 60249
Date of Invoice: 05/29/2019
Billing Period: 03/01/2019 - 03/31/2019
Date Posted: 10/15/2019
Invoice Description/Comment:

Amount Approved

Approved Total **\$5,945.50**
Invoice Currency: **USD**
Date Approved: 10/15/2019
Final Approver: Pam Tyrol
Approved Fees \$5,945.50
Approved Expenses \$0.00
Approved Total (excl. Tax) \$5,945.50
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$5,945.50	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$5,945.50
Invoice Currency:	USD
Billed Fees	\$5,945.50
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$5,945.50

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	10/15/2019	\$5,945.50	
Pam Tyrol	Approved	10/15/2019	\$5,945.50	
Serengeti Administrator	AP Batch Run	10/15/2019	\$5,945.50	Batch ID: 001001335 (Sent to AP: 10/15/2019 7:01:18 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 60249.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

REDACTED

REDACTED									
DE 19-057									
Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Taxes	Exhibit	Amount
03/31/2019 -		Invoice level adjustment on fees. - Law Firm - Fee							(\$29,397.50)
03/01/2019 -		Revise draft of W. Quinlan testimony for PSNH permanent rate case filing.	Campbell, Matthew C.						\$448.00
03/01/2019 -		Prepare initial draft of Ops and Capital Plan testimony.	Venora, Daniel P.						\$1,316.00
03/04/2019 -		Revise PSNH permanent rate case filing testimony.	Campbell, Matthew C.						\$392.00
03/04/2019 -		Prepare initial drafts of Ops and Capital testimony. Conference call with M. Lemenager.	Venora, Daniel P.						\$1,344.00
03/04/2019 -		Correspondence with R. Allen. Conference call with core team on temporary rates strategy.	Kimball, Cheryl M.						\$280.00
03/04/2019 -		Prepare for and participate on conference call regarding PSNH rate case regarding structure of temporary rate filing.	Venora, Daniel P.						\$476.00
03/05/2019 -		Conference call with core team on case development status. Prepare first drafts of testimony.	Campbell, Matthew C.						\$140.00
03/05/2019 -		Participate in weekly rate case core team check in call.	Kimball, Cheryl M.						\$420.00
03/07/2019 -		Prepare for and participate on conference call regarding strategy for proposing merger cost recovery and stranded O&M from divestiture in PSNH rate case with E. Chung and C. Goulding.	Campbell, Matthew C.						\$1,036.00
03/07/2019 -		Participate in conference call to discuss revenue requirement for PSNH rate case filing and major proposals. Revise draft testimonies.	Venora, Daniel P.						\$1,008.00
03/07/2019 -		Prepare for and participate in conference call with core team on revenue requirements and case strategy. Work on Menard plant additions testimony.	Kimball, Cheryl M.						\$945.00
03/07/2019 -		Prepare for and participate in meeting in Berlin regarding strategy for rate-case proposals on PSNH rate case.	Venora, Daniel P.						\$728.00
03/08/2019 -		Prepare initial drafts of testimony.	Campbell, Matthew C.						\$1,176.00
03/10/2019 -		Revise Tax, ACOS, and MCOS testimonies for PSNH permanent filing.	Venora, Daniel P.						\$672.00
03/11/2019 -		Conference call with D. Horton and others on rate case proposals. Conference call with Ops team on testimony.	Campbell, Matthew C.						\$1,232.00
03/11/2019 -		Participate in conference call with Eversource to discuss rate proposal for PSNH permanent rate case filing. Draft testimonies for temporary rate case filing based on cost of service schedules provided by Eversource. Participate in conference call with operations group to discuss rate case filing.	Kimball, Cheryl M.						\$455.00
03/11/2019 -		Prepare for and participate on conference call with D. Horton et al regarding PSNH rate-case items, including capital cost recovery mechanism. Review and revise powerpoint presentation by E. Chung.							

03/12/2019 -	Prepare for and participate in discussion with W. Schweiger and D. Horton regarding possibilities for PSNH recovery plan. Participate in meeting regarding PSNH rate case and discussion on rate mechanisms with D. Horton et al. Discussions with D. Horton, E. Chung, J. Moreira, J. Purington et al on same.	Kimball, Cheryl M.	█	█	
03/12/2019 -	Review, revise and update Menard plant additions testimony. Participate in strategy meeting on rate case proposals.	Venora, Daniel P.	█	█	\$1,344.00
03/12/2019 -	Participate in conference call with Eversource to discuss strategic rate case proposal for PSNH permanent rate case filing. Draft revenue requirement testimony for temporary rate case.	Campbell, Matthew C	█	█	\$2,268.00
03/13/2019 -	Draft revenue requirements and policy testimony for PSNH temporary rate case filing.	Campbell, Matthew C	█	█	\$1,092.00
03/13/2019 -	Review and edit testimony.	Venora, Daniel P.	█	█	\$308.00
03/14/2019 -	Review and edit draft Notice of Intent for PSNH temporary rates. Coordinate discussions regarding PSNH rate mechanism.	Kimball, Cheryl M.	█	█	\$560.00
03/14/2019 -	Participate in conference call with E. Chung and B. Bannon to discuss revenue requirements testimony. Draft revenue requirements testimony.	Campbell, Matthew C	█	█	\$364.00
03/14/2019 -	Review case documents and prepare notice of intent for temporary rates.	Venora, Daniel P.	█	█	\$728.00
03/15/2019 -	Draft revenue requirements testimony for PSNH rate case filing.	Campbell, Matthew C	█	█	\$812.00
03/15/2019 -	Review, update and edit testimony for temporary rate filing. Review and edit NOI.	Venora, Daniel P.	█	█	\$476.00
03/17/2019 -	Review and edit draft Notice of Intent and correspondence on same.	Kimball, Cheryl M.	█	█	\$455.00
03/18/2019 -	Review and edit Ops testimony to address comments from witness team.	Venora, Daniel P.	█	█	\$252.00
03/18/2019 -	Conference call with C. Goulding to discuss PSNH revenue requirements testimony. Conference call with core rate case team to discuss headers, formatting, and filing requirements. Participate in weekly operations and capital call to discuss status of testimony. Revise revenue requirements testimony based on input from C. Goulding.	Campbell, Matthew C	█	█	\$1,036.00
03/19/2019 -	Participate in Core Team meeting on PSNH rate case.	Kimball, Cheryl M.	█	█	\$280.00
03/19/2019 -	Review, update and edit testimony for temporary rate filing. Review and edit NOI.	Venora, Daniel P.	█	█	\$1,008.00
03/19/2019 -	Participate in weekly core rate case conference call. Integrate proposed edits into draft testimonies for policy and revenue requirements. Create clean drafts of draft testimonies for review by Eversource core rate case team. Draft Q&A on foundation "Grid-Mod" (step adjustment) investments for operations testimony.	Campbell, Matthew C	█	█	\$896.00

03/20/2019 -	Update and edit NOI. Correspondence with E. Chung. Conference call with steering committee. Conference call with W. Quinlan, D. Horton and others on capital tracker strategy.	Venora, Daniel P.	■	■	
03/20/2019 -	Prepare additional edits to Notice of Intent for E. Chung.	Kimball, Cheryl M.	■	■	\$245.00
03/20/2019 -	Edit draft testimonies for PSNH rate case filing.	Campbell, Matthew C.	■	■	\$448.00
03/20/2019 -	Prepare for and participate on PSNH Steering Committee Meeting. Continued correspondence on drafting of NOI for temporary rates.	Kimball, Cheryl M.	■	■	\$420.00
03/21/2019 -	Review and edit final draft of NOI and filing letter. Correspondence with M. Fossum and E. Chung.	Venora, Daniel P.	■	■	\$672.00
03/21/2019 -	Review and edit NOI and discuss with D. Horton.	Kimball, Cheryl M.	■	■	\$210.00
03/22/2019 -	Finalize NOI and coordinate sign-off for filing. Conference call with R. Bersak and M. Fossum on legal coordination.	Venora, Daniel P.	■	■	\$672.00
03/22/2019 -	Participate in conference call with M. Fossum and R. Bersak to discuss PSNH rate case strategy.	Campbell, Matthew C.	■	■	\$224.00
03/23/2019 -	Prepare draft responses to PSNH data requests on financing for E. O'Neil. Correspondence with J. Moreira on same.	Kimball, Cheryl M.	■	■	\$455.00
03/26/2019 -	Conference call with core team on case development status. Review and edit testimony.	Venora, Daniel P.	■	■	\$476.00
03/26/2019 -	Develop outline for reply brief.	Campbell, Matthew C.	■	■	\$196.00
03/26/2019 -	Participate on conference call for PSNH Rate Case Core Team.	Kimball, Cheryl M.	■	■	\$245.00
03/27/2019 -	Conference call with B. Bannon to discuss cost of service and normalizing adjustments. Draft testimony for PSNH rate case.	Campbell, Matthew C.	■	■	\$1,204.00
03/27/2019 -	Conference call with steering committee on case development strategy and time line. Review and update case schedule and milestones.	Venora, Daniel P.	■	■	\$392.00
03/27/2019 -	Participate on conference call for PSNH Steering Committee Meeting.	Kimball, Cheryl M.	■	■	\$280.00
03/28/2019 -	Draft Q&A for foundational investments (DSM and Advanced relays) for step adjustment testimony. Revise W. Quinlan (policy) testimony for permanent rate case filing.	Campbell, Matthew C.	■	■	\$532.00
03/28/2019 -	Plan and prepare for follow up interview with J. Purrington and others. Correspondence with E. Chung.	Venora, Daniel P.	■	■	\$532.00
03/30/2019 -	Review, revise and edit testimony for temporary and permanent rate applications.	Venora, Daniel P.	■	■	\$1,036.00

03/31/2019 -

REDACTED

Prepare matrix regarding PSNH rate case proposal for capital mechanism. Distribute same to rate case group.

Kimball,
Cheryl M.



DE 19-057
Exhibit 73 Part 1 \$280.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 60250
Date of Invoice: 08/13/2019
Billing Period: 04/01/2019 - 04/30/2019
Date Posted: 10/15/2019
Invoice Description/Comment:

Amount Approved

Approved Total **\$3,254.45**
Invoice Currency: **USD**
Date Approved: 10/15/2019
Final Approver: Pam Tyrol
Approved Fees \$0.00
Approved Expenses \$3,254.45
Approved Total (excl. Tax) \$3,254.45
Comments to AP:

Accounting Code Allocations

BPO #	Charge Cost Center	Field Work Order	FERC Activity (T)	Amount	Percentage	Comment
10209864 163		DRCE0006		\$3,254.45	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$3,254.45
Invoice Currency:	USD
Billed Fees	\$0.00
Billed Expenses	\$3,254.45
Billed Total (excl. Tax)	\$3,254.45

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	10/15/2019	\$3,254.45	
Pam Tyrol	TK Rates Reviewed	10/15/2019		
Pam Tyrol	Approved	10/15/2019	\$3,254.45	
Serengeti Administrator	AP Batch Run	10/15/2019	\$3,254.45	Batch ID: 001001335 (Sent to AP: 10/15/2019 7:01:18 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 60250.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
04/30/2019 -		Invoice level adjustment on fees. - Law Firm - Fee							(\$78,249.00)
04/01/2019 -		Review and edit testimony for temporary rate application.	Venora, Daniel P.						\$1,176.00
04/01/2019 -		Draft testimony for permanent revenue requirements testimony in PSNH rate case. Provide information to A. Botelho (Eversource) regarding post-test year adjustments for IT projects in National Grid case.	Campbell, Matthew C.						\$868.00
04/02/2019 -		Conference calls on communication plan and case development status. Review and edit Rates testimony for temporary rate filing. Correspondence with E. Davis. Plan and prepare for Ops interview session.	Venora, Daniel P.						\$1,176.00
04/02/2019 -		Prepare for and participate on conference call regarding PSNH outreach on rate case. Prepare case overview for J. Hunt to discuss on call.	Kimball, Cheryl M.						\$595.00
04/02/2019 -		Draft case summary slide for communications plan discussion. Draft testimony for permanent revenue requirements testimony in PSNH rate case. Update temporary draft testimonies based on input provided by core team. Conference call to discuss press roll-out and communications plan for the PSNH rate case. Conference call with J. Schilling to discuss testimony regarding DMS and relay deployment. Update DMS and relay testimony with information provided by J. Schilling.	Campbell, Matthew C.						\$2,100.00
04/03/2019 -		Update draft temporary testimonies with new cost of service figures. Integrate input from core rate case team into drafts. Participate in PSNH rate case steering committee call.	Campbell, Matthew C.						\$1,484.00
04/03/2019 -		Prepare for and participate on PSNH Steering Committee call. Review drafts of testimony for Temporary Filing. Correspondence with J. Purington et al. Review status of testimonies.	Kimball, Cheryl M.						\$630.00
04/04/2019 -		Prepare for and participate on conference call regarding proposals for non-base-rate recovery mechanisms. Preparations for interview session with J. Purington et al.	Kimball, Cheryl M.						\$560.00
04/04/2019 -		Meeting with B. Bannon to review cost of service model and draft revenue requirements testimony. Conference call with C. Goulding, E. Chung, and B. Bannon regarding DRAM and tracking proposals. Conference call with E. Chung, B. Bannon and Eversource communications team to discuss rate case roll-out. Finalize drafts of temporary rate case testimonies.	Campbell, Matthew C.						\$2,352.00
04/04/2019 -		Conference call with C. Goulding and others on rate case issues. Correspondence with E. Davis.	Venora, Daniel P.						\$224.00
04/05/2019 -		Draft revenue requirements testimony for permanent PSNH rate case filing. Develop filing requirements for permanent and temporary filings.	Campbell, Matthew C.						\$1,792.00

04/05/2019 -	Review draft comments on grid modernization from E. Chung to determine consistency with rate-case proposals.	Kimball, Cheryl M.	
04/05/2019 -	Plan and prepare for Ops interview session. Prepare filing requirements check list and discuss strategy with E. Chung and others. Review testimony.	Venora, Daniel P.	\$868.00
04/06/2019 -	Prepare for interview session with Ops witnesses.	Venora, Daniel P.	\$336.00
04/06/2019 -	Review and edit draft testimony on Temporary filing. Correspondence with D. Horton regarding status of drafts. Correspondence on strategy for testimony on merger-cost recovery.	Kimball, Cheryl M.	\$945.00
04/07/2019 -	Review and edit draft testimony on Temporary filing for PSNH.	Kimball, Cheryl M.	\$910.00
04/08/2019 -	Participate in conference call with PSNH rate case team to discuss filing requirements. Participate in transcribed session with operation and capital team to discuss testimony. Draft testimony for permanent rate case filing.	Campbell, Matthew C	\$2,184.00
04/08/2019 -	Prepare for and attend Ops interview session. Conference call and correspondence on filing requirements strategy. Attend to follow-up issues.	Venora, Daniel P.	\$1,428.00
04/08/2019 -	Prepare for and participate in interview session with J. Purington et al to create PSNH testimony on capital investment mechanism. Participate on conference call regarding strategy for filing requirements.	Kimball, Cheryl M.	\$1,645.00
04/09/2019 -	Discussion on strategy for filing the SFRs. Correspondence with R. Bersak on same. Participate on conference call to discuss strategy. Review requirements and discuss with D. Horton.	Kimball, Cheryl M.	\$770.00
04/09/2019 -	Review and edit testimony. Correspondence and conference call on SFR strategy.	Venora, Daniel P.	\$364.00
04/09/2019 -	Participate in conference call to discuss SFRs. Conduct legal research on SFRs. Draft testimony.	Campbell, Matthew C	\$2,352.00
04/10/2019 -	Participate in steering committee conference call. Draft testimony for permanent rate case filing. Draft correspondence to B. Bannon regarding information needs for revenue requirements testimony.	Campbell, Matthew C	\$1,456.00
04/10/2019 -	Prepare for and participate on PSNH Steering Committee call. Review communications materials from M.J. Boisvert.	Kimball, Cheryl M.	\$420.00
04/11/2019 -	Conference call with B. Bannon to discuss revenue requirements testimony. Draft testimony for permanent PSNH rate case filing.	Campbell, Matthew C	\$1,848.00
04/12/2019 -	Draft testimony for permanent rate case filing.	Campbell, Matthew C	\$1,484.00

04/13/2019 -	Review memoranda from 2009 case on legal principles associated with different dates for Temporary and Permanent rates. Review draft testimonies.	Kimball, Cheryl M.	
04/14/2019 -	Draft testimony for permanent rate case filing.	Campbell, Matthew C.	\$476.00
04/15/2019 -	Draft testimony for permanent rate case filing.	Campbell, Matthew C.	\$616.00
04/16/2019 -	Prepare draft NOI for permanent rates. Discussion and correspondence with M.J. Boisvert. Review merger savings analysis and research National Grid's New Hampshire demonstration.	Kimball, Cheryl M.	\$805.00
04/16/2019 -	Participate in conference call with Eversource team to discuss changes to temporary rate case testimonies. Edit temporary rate case testimonies for filing.	Campbell, Matthew C.	\$2,324.00
04/16/2019 -	Review and organize SFRs. Conference call with D. Horton and others to review revenue requirements testimony for temporary rate filing. Conference call with core team on case development status.	Venora, Daniel P.	\$728.00
04/17/2019 -	Participate in conference call with rate case team to discuss status of outstanding items for temporary rate case filing. Edit temporary rate case testimonies for filing. Draft letter for temporary rate case filing setting forth legal basis to bifurcate proceeding.	Campbell, Matthew C.	\$2,408.00
04/17/2019 -	Participate on conference call to discuss status of PSNH testimony and NOI. Prepare draft letter in support of 30-day delay on permanent filing. Review and revise petition and testimonies for temporary filing. Correspondence on permanent notice and temporary drafts.	Kimball, Cheryl M.	\$1,260.00
04/17/2019 -	Core team check-in call on case filing status. Review and edit testimony.	Venora, Daniel P.	\$672.00
04/18/2019 -	Review and edit new draft of petition for Temporary rates.	Kimball, Cheryl M.	\$245.00
04/18/2019 -	Review and edit Quinlan temporary policy and overview testimony for PSNH rate case.	Mahoney, Kerri A.	\$414.00
04/18/2019 -	Review and edit PSNH temporary rate case testimony.	Wagner, Ashley S.	\$529.00
04/18/2019 -	Participate in conference call with rate case team to discuss status of outstanding items for temporary rate case filing. Edit temporary rate case testimonies for filing and prepare attachments for filing. Conference call with B. Bannon to discuss revenue requirements testimony. Conference call with E. Chung to discuss edits to revenue requirements testimony.	Campbell, Matthew C.	\$2,576.00
04/18/2019 -	Participate in core team check-in call on case filing status. Review and edit testimony. Attend to open issues on testimony and exhibits.	Venora, Daniel P.	\$364.00

04/19/2019 -	Prepare testimony for filing in Docket No. 19-057.	Granville, Janea M.	DE 19-057 Exhibit 73 Part 1	\$154.00
04/19/2019 -	Participate in conference call with PSNH rate case team to discuss status of outstanding items for temporary rate case filing. Participate in conference call with PSNH rate case steering committee. Edit temporary rate case testimonies for filing.	Campbell, Matthew C.		\$2,212.00
04/19/2019 -	Prepare for and participate on conference call regarding PSNH Steering Cmte. Review issues with D. Horton on presentation of Temp request. Prepare NOI for permanent rates and discuss same with M. J. Boisvert.	Kimball, Cheryl M.		\$1,295.00
04/20/2019 -	Integrate edits from D. Horton and J. Moreira into draft testimonies. Finalize testimonies and attachments.	Campbell, Matthew C.		\$1,344.00
04/20/2019 -	Review edits and prepare revised draft for Permanent NOI. Review and edit final drafts of rebuttal testimonies. Correspondence on same.	Kimball, Cheryl M.		\$945.00
04/21/2019 -	Review edits and prepare revised draft for Permanent NOI. Review and edit final drafts of rebuttal testimonies. Correspondence on same.	Kimball, Cheryl M.		\$840.00
04/22/2019 -	Participate in conference call with PSNH rate case team to discuss finalizing temporary filing. Participate in conference calls to discuss notice of intent for permanent rate case filing. Finalize temporary filing and draft testimonies for permanent rate case filing.	Campbell, Matthew C.		\$2,548.00
04/22/2019 -	Conference call with core team to finalize temporary rate filing. Conference calls on NOI for permanent rates. Review and edit NOI.	Venora, Daniel P.		\$476.00
04/22/2019 -	Prepare for and participate on conference call regarding PSNH filing status. Prepare for and participate on conference calls with E. Chung on NOI. Prepare revisions to draft NOI and circulate for discussion.	Kimball, Cheryl M.		\$1,610.00
04/23/2019 -	Prepare materials for filing in Docket No. 19-057.	Novakova, Veronika		\$143.00
04/23/2019 -	Prepare for and participate on conference call to discuss status of PSNH temporary filing. Review comments and make changes on NOI.	Kimball, Cheryl M.		\$490.00
04/23/2019 -	Participate in conference call to discuss notice of intent for permanent rate case filing. Finalize temporary filing and create mock-up for final review and sign-off by D. Horton. Draft testimonies for permanent rate case filing. Participate in conference call with PSNH rate case team to discuss finalizing testimony. Participate in conference call with core rate case team.	Campbell, Matthew C.		\$2,436.00
04/23/2019 -	Prepare initial filing in Docket No. 19-057.	Granville, Janea M.		\$198.00
04/23/2019 -	Conference call with core team on case development status. Review and edit filing documents. Conference call with working group.	Venora, Daniel P.		\$532.00
04/24/2019 -	Review NOI and cover letter. Conference call with core team on case status.	Venora, Daniel P.		\$476.00

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04/24/2019 -	Participate in conference call with rate case steering committee. Participate in daily conference call with core rate case team. Finalize temporary filing package.	Campbell, Matthew C	DE 19-057 Exhibit 73 Part 1	\$2,128.00
04/24/2019 -	Prepare materials for filing in Docket No. 19-057.	Novakova, Veronika		\$242.00
04/24/2019 -	Prepare for and participate on conference call regarding PSNH Steering Committee. Review and edit draft NOI and correspondence on same. Participate in Westmoreland follow-up.	Kimball, Cheryl M.		\$945.00
04/24/2019 -	Prepare initial filing in Docket No. 19-057.	Granville, Janea M.		\$363.00
04/25/2019 -	Prepare materials for filing in Docket No. 19-057.	Novakova, Veronika		\$198.00
04/25/2019 -	Prepare initial filing in Docket No. 19-057.	Granville, Janea M.		\$308.00
04/25/2019 -	Conference call with core team on permanent NOI and temporary rate filing. Review final NOI and filing package.	Venora, Daniel P.		\$672.00
04/25/2019 -	Participate in conference call with J. Schilling (Eversource) to discuss microgrid demonstration project. Conduct research on microgrids and draft testimony for microgrid demonstration project.	Campbell, Matthew C		\$2,324.00
04/26/2019 -	Confirm Puc 1600 filing requirements, draft requirements list and compare received documentation to list.	Wagner, Ashley S.		\$391.00
04/26/2019 -	Prepare for and participate on conference calls to discuss status of NOI and rate-case issues. Review correspondence on same. Prepare and edit cover letter.	Kimball, Cheryl M.		\$630.00
04/26/2019 -	Conduct research on microgrids and draft testimony for microgrid demonstration project. Finalize temporary rate case filing. Draft section on incremental FTEs for permanent rate case filing.	Campbell, Matthew C		\$2,016.00
04/26/2019 -	Prepare materials for filing in 2019 PSNH rate case (temporary rates).	OConnor, Mary E		\$396.00
04/26/2019 -	File initial filing in Docket No. 19-057.	Granville, Janea M.		\$363.00
04/26/2019 -	Review filing package. Conference call with core team on case status.	Venora, Daniel P.		\$336.00
04/27/2019 -	Review work plan and timeline for permanent testimony.	Venora, Daniel P.		\$112.00
04/29/2019 -	Participate in daily status call with PSNH rate case team. Draft revenue requirements and policy testimony for permanent rate case filing. Coordinate production of temporary rate case materials for PSNH witness.	Campbell, Matthew C		\$2,184.00
04/29/2019 -	Prepare materials for 2019 PSNH rate case (temporary rates).	OConnor, Mary E		\$176.00

REDACTED

04/29/2019 -	Participate in PSNH permanent initial filing conference call.	Wagner, Ashley S.		DE 19-057 Exhibit 73 Part 1	\$69.00
04/30/2019 -	Prepare materials for 2019 PSNH rate case (temporary rates).	OConnor, Mary E			\$792.00
04/30/2019 -	Participate in daily status call with PSNH rate case team. Participate in conference call regarding merger savings for PSNH permanent rate case filing. Draft officer attestation for standard filing requirements package. Integrate edits from E. Chung into revenue requirements testimony.	Campbell, Matthew C			\$2,016.00
04/30/2019 -	Conference calls with core team on case development status. Conference call on merger savings analysis. Prepare testimony on grid enablement initiative.	Venora, Daniel P.			\$1,008.00
04/30/2019 -	Participate on conference call regarding demonstration of merger savings. Review materials from E. Chung on same.	Kimball, Cheryl M.			\$420.00
04/30/2019 -	Prepare and submit initial filing in Docket No. 19-057.	Granville, Janea M.			\$88.00
04/30/2019 -	Participate in PSNH daily conference call. Review PUC 1604 requirements and fill in status chart.	Wagner, Ashley S.			\$184.00
04/18/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		72	\$0.05	\$3.60
04/22/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		471	\$0.05	\$23.55
04/22/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		112	\$0.05	\$5.60
04/23/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		161	\$0.05	\$8.05
04/23/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		284	\$0.05	\$14.20
04/23/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		1206	\$0.05	\$60.30
04/23/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		40	\$0.05	\$2.00
04/24/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		147	\$0.05	\$7.35
04/24/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		460	\$0.05	\$23.00
04/24/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		4068	\$0.05	\$203.40
04/24/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		1278	\$0.05	\$63.90
04/24/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		138	\$0.05	\$6.90
04/24/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		1992	\$0.05	\$99.60
04/24/2019 E115 - Deposition Transcripts	Deposition transcripts 4/8/19, Keegan/Eversource meeting transcript for PSNH rate case (Farmer Arsenault Brock LLC)		1	\$1,135.45	\$1,135.45
04/25/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		6328	\$0.05	\$316.40
04/25/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		33	\$0.05	\$1.65
04/26/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		5274	\$0.05	\$263.70
04/29/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		31	\$0.05	\$1.55
04/30/2019 E124 - Other	Other 1 14x20 Tyvek envelope		1	\$2.20	\$2.20
04/30/2019 E124 - Other	Other 394 index tabs		1	\$36.25	\$36.25
04/30/2019 E124 - Other	Other 10 4GB USBs		1	\$57.60	\$57.60

000459 \$57.60

				DE 19-057	
04/30/2019 E124 - Other	Other 20 3-inch binders	1	\$109.00	Exhibit 73 Part 1	\$109.00
04/30/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	7092	\$0.05		\$354.60
04/30/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	260	\$0.05		\$13.00
04/30/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	79	\$0.05		\$3.95
04/30/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	138	\$0.05		\$6.90
04/30/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 4/1/19-4/30/19, courier service (Fly Over the City LLC)	1	\$420.00		\$420.00
04/30/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	215	\$0.05		\$10.75

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 60251
Date of Invoice: 08/13/2019
Billing Period: 05/01/2019 - 05/31/2019
Date Posted: 10/15/2019
Invoice Description/Comment:

Amount Approved

Approved Total **\$146,770.06**
Invoice Currency: **USD**
Date Approved: 10/22/2019
Final Approver: Bob Bersak
Approved Fees \$130,714.00
Approved Expenses \$16,056.06
Approved Total (excl. Tax) \$146,770.06
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$146,770.06	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$146,770.06
Invoice Currency:	USD
Billed Fees	\$130,714.00
Billed Expenses	\$16,056.06
Billed Total (excl. Tax)	\$146,770.06

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	10/15/2019	\$146,770.06	
Pam Tyrol	TK Rates Reviewed	10/15/2019		
Bob Bersak	Approved	10/22/2019	\$146,770.06	
Serengeti Administrator	AP Batch Run	10/22/2019	\$146,770.06	Batch ID: 001001341 (Sent to AP: 10/22/2019 7:01:15 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 60251.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
05/01/2019 -		Participate in PSNH daily conference call on permanent rate filing.	Wagner, Ashley S.						\$92.00
05/01/2019 -		Participate in daily status call with PSNH rate case team. Conference call with J. Schilling to discuss UNH microgrid testimony for permanent rate case filing. Participate in conference call with PSNH rate case steering committee. Review and edit draft of tax testimony for permanent rate case filing. Edit draft for power forward energy enablement initiative proposal for permanent rate case filing.	Campbell, Matthew C.						\$1,764.00
05/01/2019 -		Prepare grid enablement testimony. Conference call with steering committee.	Venora, Daniel P.						\$1,036.00
05/01/2019 -		Prepare materials for filing in PSNH rate case.	OConnor, Mary E						\$154.00
05/01/2019 -		Prepare for and participate on conference call regarding PSNH Steering Committee.	Kimball, Cheryl M.						\$315.00
05/02/2019 -		Draft table of contents and responses for standard filing requirements in PSNH rate case.	Wagner, Ashley S.						\$598.00
05/02/2019 -		Prepare grid enablement testimony. Conference call with core team on case development status.	Venora, Daniel P.						\$1,512.00
05/02/2019 -		Participate in daily status conference call with PSNH rate case team. Draft vegetation management testimony for PSNH permanent rate case filing.	Campbell, Matthew C.						\$2,296.00
05/02/2019 -		Prepare materials for filing in PSNH rate case.	OConnor, Mary E						\$77.00
05/02/2019 -		Participate in PSNH daily conference call on rate case filing.	Wagner, Ashley S.						\$115.00
05/03/2019 -		Draft standard filing requirement response templates. Review received standard filing requirements, compile and draft responses for filing requirements and attachments.	Wagner, Ashley S.						\$529.00
05/03/2019 -		Participate in daily status call with PSNH rate case team. Participate in conference call with E. Chung, E. Menard, and B. Bannon regarding distribution recovery adjustment mechanism proposals. Draft policy and vegetation management testimonies for permanent rate case filing.	Campbell, Matthew C.						\$1,988.00
05/03/2019 -		Prepare materials for PSNH rate case.	OConnor, Mary E						\$143.00
05/03/2019 -		Conference call with core team on case development status and attend to follow-up issues. Correspondence with E. Menard on capital testimony. Prepare grid enablement testimony.	Venora, Daniel P.						\$1,036.00
05/03/2019 -		Participate in PSNH daily status conference call.	Wagner, Ashley S.						\$92.00

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05/04/2019 -	Prepare testimony on grid enablement program. Prepare testimony on grid enablement demonstration project.	Venora, Daniel P.	DE 19-057 Exhibit 73 Part 1	\$2,352.00
05/04/2019 -	Draft revenue requirements and vegetation management testimonies for permanent rate case filing.	Campbell, Matthew C.		\$1,316.00
05/04/2019 -	Prepare draft testimony on GTEP and Quinlan testimony.	Kimball, Cheryl M.		\$805.00
05/05/2019 -	Prepare draft testimony on GTEP and Quinlan testimony. Review current drafts of revenue requirement and other testimonies.	Kimball, Cheryl M.		\$945.00
05/05/2019 -	Draft revenue requirements and vegetation management testimonies for permanent rate case filing.	Campbell, Matthew C.		\$1,092.00
05/06/2019 -	Review and revise vegetation management testimony for PSNH rate case.	Winter, Danielle C.		\$336.00
05/06/2019 -	Participate in PSNH daily conference calls on status of rate case filing materials.	Wagner, Ashley S.		\$138.00
05/06/2019 -	Review and compile received standard filing requirements. Place headers on attachments and draft responses.	Wagner, Ashley S.		\$552.00
05/06/2019 -	Participate in daily conference call with rate case team. Participate in conference call with T. Dixon and B. Bannon to walk through and edit revenue requirements testimony. Revise revenue requirements testimony for permanent rate case filing.	Campbell, Matthew C.		\$2,072.00
05/06/2019 -	Prepare initial filing in Docket No. 19-057.	Granville, Janea M.		\$264.00
05/06/2019 -	Prepare GTEP testimony for PSNH rate filing.	Kimball, Cheryl M.		\$1,190.00
05/06/2019 -	Prepare testimony on grid enablement. Review and edit waiver request for customer notice. Review and edit grid enablement program testimony.	Venora, Daniel P.		\$1,540.00
05/07/2019 -	Participate in PSNH daily conference call on status of rate case filing materials.	Wagner, Ashley S.		\$92.00
05/07/2019 -	Review and compile standard filing requirements received. Mark attachments for filing.	Wagner, Ashley S.		\$299.00
05/07/2019 -	Review and edit Menard testimony exhibits in PSNH rate case.	Wagner, Ashley S.		\$276.00
05/07/2019 -	Review and edit plant additions testimony. Conference calls with core team on case development status. Prepare and send for review Grid Enablement testimony Parts I and II. Address open item on exhibits and SFRs.	Venora, Daniel P.		\$1,876.00

05/07/2019 -	Participate in daily conference call with rate case team. Participate in conference call with C. Leigh et al to discuss proposal for incremental cyber security FTEs. Draft testimony regarding cyber-security proposal. Participate in weekly conference call with core rate case team.	Campbell, Matthew C.	
05/07/2019 -	Review and edit draft of GTEP testimony to circulate to client. Prepare testimony drafts.	Kimball, Cheryl M.	\$910.00
05/08/2019 -	Prepare policy and overview testimony. Conference call with core team on case development status.	Venora, Daniel P.	\$1,764.00
05/08/2019 -	Participate in daily PSNH rate case status call. Participate in weekly PSNH rate case steering committee call. Draft testimonies for PSNH permanent rate case filing.	Campbell, Matthew C.	\$2,128.00
05/08/2019 -	Participate in PSNH daily conference call on initial filing status.	Wagner, Ashley S.	\$138.00
05/08/2019 -	Draft and organize standard filing requirements for initial filing. Review New Hampshire required transmittal documents and draft list of needed items.	Wagner, Ashley S.	\$552.00
05/08/2019 -	Draft and revise vegetation management testimony for PSNH rate case.	Winter, Danielle C.	\$1,568.00
05/09/2019 -	Participate in daily PSNH rate case status call. Draft testimonies and exhibits for PSNH permanent rate case filing.	Campbell, Matthew C.	\$1,876.00
05/09/2019 -	Prepare for and participate in conference call with B. Allen regarding vegetation management testimony for PSNH rate case.	Winter, Danielle C.	\$504.00
05/09/2019 -	Draft standard filing requirements. Review materials and draft table of contents for initial filing testimony and exhibits.	Wagner, Ashley S.	\$322.00
05/09/2019 -	Prepare policy and overview testimony. Conference call with core team on case development status.	Venora, Daniel P.	\$1,456.00
05/09/2019 -	Participate in PSNH daily conference call on initial filing status.	Wagner, Ashley S.	\$138.00
05/10/2019 -	Review and revise vegetation management testimony for PSNH rate case.	Winter, Danielle C.	\$504.00
05/10/2019 -	Participate in daily PSNH rate case status call. Participate in conference call with B. Bannon, E. Chung, E. Menard, M. Lemenager, M. Yang, and M. Kelly regarding capital expenditure forecast. Draft testimonies and exhibits for PSNH permanent rate case filing.	Campbell, Matthew C.	\$2,184.00
05/10/2019 -	Review and revise draft testimony and exhibits of Mr. Spanos. Review staff testimony filed in DE 09-035 and DE 08-009 related to depreciation. Review sections of NH PUC order in DE 08-009 and DE 09-035 related to depreciation.	Frias, Steven	\$1,344.00

05/10/2019 -	Prepare for and participate on conference call regarding development of Kimball, Grid Enablement testimony. Discussion with J. Purington regarding Cheryl M. testimony. Review and edit testimonies. Correspondence on testimonies.		
05/10/2019 -	Finalize first draft of policy and overview testimony. Conference call with core team on case development status. Conference call with J. Purington and L. Lajoie.	Venora, Daniel P.	\$504.00
05/13/2019 -	Review and revise vegetation management testimony for rate case filing.	Winter, Danielle C.	\$364.00
05/13/2019 -	Conference call with core team on case development status. Address open issues in testimony. Review, organize and revise GTEP testimony.	Venora, Daniel P.	\$2,296.00
05/13/2019 -	Review and revise exhibits of A. Bulkley. Review staff testimony filed in DE 09-035 and DE 08-009 related to cost of capital. Review section of NH PUC order in DE 08-009 and DE 09-035 related to cost of capital.	Frias, Steven	\$1,536.00
05/13/2019 -	Prepare materials for PSNH rate case.	OConnor, Mary E	\$242.00
05/13/2019 -	Participate in daily PSNH rate case status call. Participate in conference call with D. Horton and T. Dixon to discuss vegetation management proposal.	Campbell, Matthew C.	\$2,128.00
05/13/2019 -	Prepare for and participate in conference call regarding vegetation management testimony for PSNH rate case.	Winter, Danielle C.	\$588.00
05/14/2019 -	Coordinate and correspond with team on outstanding standard filing requirements for initial filing. Draft responses, finalize attachments of standard filing requirements. Distribute outstanding standard filing requirements.	Wagner, Ashley S.	\$989.00
05/14/2019 -	Participate in daily status call with core rate case team. Participate in conference call with J. Schilling (Eversource) to discuss testimony for UNH Microgrid proposal. Participate in PSNH rate case steering committee conference call. Draft testimonies and associated exhibits for permanent rate case filing.	Campbell, Matthew C.	\$2,352.00
05/14/2019 -	Prepare materials for PSNH rate case.	OConnor, Mary E	\$44.00
05/14/2019 -	Prepare for and participate on conference call for PSNH Steering Committee.	Kimball, Cheryl M.	\$280.00
05/14/2019 -	Conference call with core team on case development status. Conference call with J. Schilling on grid enablement testimony. Revise and update GTEP testimony. Conference call with steering committee.	Venora, Daniel P.	\$1,988.00
05/14/2019 -	Participate in PSNH conference call on initial filing status.	Wagner, Ashley S.	\$138.00
05/15/2019 -	Draft and organize standard filing requirements responses for initial filing.	Wagner, Ashley S.	\$299.00

REDACTED

		DE 19-057 Exhibit 73 Part 1	
05/15/2019 -	Participate in daily status call with core rate case team. Draft testimony for UNH Microgrid demonstration project. Draft revenue requirements testimony for permanent rate case filing.	Campbell, Matthew C.	\$2,212.00
05/15/2019 -	Prepare initial filing in Docket No. 19-057.	Granville, Janea M.	\$66.00
05/15/2019 -	Review and edit GTEP testimony and incorporate comments from J. Purington and L. Lajoie. Review discovery requests on merger costs and other issues and discuss with D. Horton. Review draft of revenue requirements testimony.	Kimball, Cheryl M.	\$770.00
05/15/2019 -	Conference call with E. Chung and others on SFRs. Conference call with core team on case development status. Prepare and format revised drafts of plant additions, tax, and GTEP Part II testimony. Address open issues for case filing.	Venora, Daniel P.	\$1,848.00
05/15/2019 -	Participate in SFR logistics conference call. Participate in PSNH initial filing status conference call.	Wagner, Ashley S.	\$276.00
05/16/2019 -	Review, draft and compile standard filing requirements. Create table with outstanding filing requirements. Review and update headers in tax testimony and capital additions testimony.	Wagner, Ashley S.	\$437.00
05/16/2019 -	Participate in daily status call with core rate case team. Conference call with rate case team to review Commission staff's first set of discovery. Conference call with E. Chung and D. Horton regarding PSNH's vegetation management proposal. Edit GTEP testimony. Draft merger savings testimony and edit related exhibits. Conference call with H. Altobello to discuss merger savings analysis. Integrate edits into revenue requirements testimony. Revise exhibits to working capital analysis and draft correspondence to C. Eller regarding same.	Campbell, Matthew C.	\$2,408.00
05/16/2019 -	Prepare materials for PSNH rate case.	OConnor, Mary E.	\$242.00
05/16/2019 -	Review and revise vegetation management testimony for rate case filing.	Winter, Danielle C.	\$756.00
05/16/2019 -	Prepare for and participate in conference call regarding rate case filing.	Winter, Danielle C.	\$140.00
05/16/2019 -	Conference call with core team. Prepare updated versions of testimony.	Venora, Daniel P.	\$308.00
05/16/2019 -	Participate in conference call on rate case initial filing status.	Wagner, Ashley S.	\$92.00
05/17/2019 -	Prepare initial filing in Docket No. 19-057.	Granville, Janea M.	\$143.00
05/17/2019 -	Draft, compile, and organize standard filing requirements. Edit testimony and exhibits for formatting issues. Participate in daily rate case conference call.	Wagner, Ashley S.	\$1,311.00

05/17/2019 -	Review, revise and update plant additions, tax, depreciation, ROE, policy and GTEP testimonies. Conference call with core team on case status. Conference calls and correspondence with E. Chung, E. Davis and others.	Venora, Daniel P.	
05/17/2019 -	Participate in daily status call with core rate case team. Conference call with B. Bannon, E. Chung, and T. Dixon to discuss revisions to revenue requirements testimony. Edit responses to filing requirements. Draft revisions to revenue requirements testimony for permanent rate case filing. Draft revisions to exhibits for permanent rate case filing.	Campbell, Matthew C.	\$2,632.00
05/17/2019 -	Prepare materials for 2019 rate case.	OConnor, Mary E.	\$132.00
05/18/2019 -	Review and edit newest versions of testimony for permanent rates filing, including revenue requirement; Quinlan testimony and revenue requirements.	Kimball, Cheryl M.	\$945.00
05/18/2019 -	Finalize revenue requirements testimony and accompanying schedules.	Campbell, Matthew C.	\$532.00
05/19/2019 -	Review, revise and update cost of service testimonies.	Venora, Daniel P.	\$1,092.00
05/19/2019 -	Review and edit revised testimonies on GTEP, policy and revenue requirement for distribution to Core Team.	Kimball, Cheryl M.	\$2,030.00
05/20/2019 -	Participate in daily conference call with core rate case team. Participate in conference call with discovery team. Participate in conference call with B. Bannon regarding discovery and indirect cost allocator. Participate in conference call to discuss ratemaking proposal for NewStart arrearage management program. Draft discovery response on merger savings.	Campbell, Matthew C.	\$2,128.00
05/20/2019 -	Conference call with core team on case development status. Conference call on discovery issue. Review, revise and edit rates, customer group and other testimonies.	Venora, Daniel P.	\$2,184.00
05/20/2019 -	Prepare for and participate on conference call regarding prep for meeting with OCA on rate filing. Review and edit revised testimonies on GTEP, policy and revenue requirement for distribution to Core Team. Review and edit responses to discovery on temp rates. Review edits from E. Chung. Correspondence on rate-case matters.	Kimball, Cheryl M.	\$1,540.00
05/20/2019 -	Review and edit filing requirements for PSNH rate case.	Mahoney, Kerri A.	\$253.00
05/21/2019 -	Prepare for and attend pre-hearing conference, technical session and meeting with staff and OCA. Review, revise and update all testimonies for print-ready versions, and address open issues.	Venora, Daniel P.	\$3,752.00
05/21/2019 -	Review and edit filing requirements and table for PSNH rate case. Prepare for and participate in conference call regarding same.	Mahoney, Kerri A.	\$368.00

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			DE 19-057 Exhibit 73 Part 1	
05/21/2019 -	Draft and distribute talking points for B. Quinlan for tech session. Review and edit revised draft of Quinlan policy testimony. Review testimony on vegetation management proposal.	Kimball, Cheryl M.		\$1,260.00
05/21/2019 -	Update case record in Docket No. 19-057. Prepare initial filing in same.	Granville, Janea M.		\$154.00
05/21/2019 -	Participate in daily conference call with core rate case team. Draft and finalize testimonies and attachments for PSNH rate case filing.	Campbell, Matthew C.		\$2,212.00
05/21/2019 -	Conduct research of New Hampshire PUC orders and regulations as well as testimonies filed in prior cases related to any requirements pertaining to whole method of depreciation. Review Spanos's supporting schedules. Communicate with J. Spanos.	Frias, Steven		\$1,368.00
05/21/2019 -	Correspond with B. Allen and E. Chung regarding vegetation management testimony and revise testimony based on discussion.	Winter, Danielle C.		\$672.00
05/22/2019 -	Conduct legal research of DPU cases related to amortization of unrecovered meter costs.	Frias, Steven		\$192.00
05/22/2019 -	Participate in daily conference call with core rate case team. Participate in conference call with PSNH rate case steering committee. Draft and finalize testimonies and attachments for PSNH rate case filing.	Campbell, Matthew C.		\$2,324.00
05/22/2019 -	Prepare for and participate in conference call regarding rate case filing.	Winter, Danielle C.		\$168.00
05/22/2019 -	Participate on conference calls regarding Steering Committee and treatment of retired AMR meters. Review materials on AMR decision. Correspondence on AMR analysis and rate-case matters.	Kimball, Cheryl M.		\$910.00
05/22/2019 -	Review, revise and update all testimonies and address open issues. Conference call with core team on case status. Correspondence with J. Spanos.	Venora, Daniel P.		\$1,792.00
05/22/2019 -	Revise Spanos testimony related to whole life method and NH PUC regulations.	Frias, Steven		\$192.00
05/22/2019 -	Prepare for and participate in conference call regarding PSNH initial filing for Docket No. 19-057. Review and edit all standard filing requirements for filing in same. Correspondence with Company regarding same. Prepare attachments to include with Ancel/Schilling testimony in same.	Mahoney, Kerri A.		\$1,771.00
05/23/2019 -	Review testimony and exhibits and organize initial rate case filing for priority.	Winter, Danielle C.		\$3,220.00
05/23/2019 -	Prepare initial filing in Docket No. 19-057.	Granville, Janea M.		\$176.00

REDACTED

DE 19-057
Exhibit 73 Part 1 \$1,855.00

05/23/2019 -	Participate on conference call with D. Horton to discuss treatment of retired AMR meters. Review transmittal documents to prepare for final draft to go to printer. Review current drafts of Revenue Requirement, Policy and GTEP. Draft section on AMR investment for P. Conner testimony.	Kimball, Cheryl M.	
05/23/2019 -	Prepare for and participate in conference call regarding initial filing in Docket No. 19-057. Edit standard filing requirements for filing in same. Review and edit attachments for ACOSS, MCOSS, and rates testimony in same. Review and edit appendix for the standard filing requirements in same.	Mahoney, Kerri A.	\$1,426.00
05/23/2019 -	Prepare for and participate in rate case call.	Winter, Danielle C.	\$112.00
05/23/2019 -	Prepare documents for filing in Docket No. 19-057.	Moriarty, Ryan J	\$209.00
05/23/2019 -	Participate in daily conference call with core rate case team. Participate in daily discovery call. Participate in conference call regarding testimony concerning AMR meter deployment. Conduct legal research regarding Eversource AMR meter deployment. Draft and finalize testimonies and attachments for PSNH rate case filing.	Campbell, Matthew C.	\$2,576.00
05/23/2019 -	Review, update and prepare all testimonies and attachments for final review. Review and edit discovery responses. Address open issues in testimonies and attachments.	Venora, Daniel P.	\$3,136.00
05/23/2019 -	Revise and finalize vegetation management testimony for rate case filing.	Winter, Danielle C.	\$168.00
05/24/2019 -	Review final drafts for production. Discuss AMR issues with D. Horton. Prepare AMR insert and discuss issues with J. Dugan. Discussion and editing to finalize AMR discussion regarding whether the Company is recovering cost through depreciation rate.	Kimball, Cheryl M.	\$1,260.00
05/24/2019 -	Prepare initial filing in Docket No. 19-057.	Granville, Janea M.	\$451.00
05/24/2019 -	Review, finalize and organize initial rate case filing for transmittal to printer. Participate in conference call regarding same.	Winter, Danielle C.	\$504.00
05/24/2019 -	Participate in daily conference call with core rate case team. Draft and finalize testimonies and attachments for PSNH rate case filing. Coordinate production of PSNH rate case filing.	Campbell, Matthew C.	\$2,268.00
05/24/2019 -	Prepare materials for PSNH rate case.	OConnor, Mary E	\$154.00
05/24/2019 -	Prepare documents for filing in Docket No. 19-057.	Moriarty, Ryan J	\$572.00
05/24/2019 -	Prepare initial filing for filing in Docket No. 19-057.	Mahoney, Kerri A.	\$322.00

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			DE 19-057 Exhibit 73 Part 1	
05/24/2019 -	Address final edits and review print-ready versions of testimony, SFRs and transmittal documents.	Venora, Daniel P.		\$1,176.00
05/25/2019 -	Prepare initial filing in Docket No. 19-057.	Granville, Janea M.		\$77.00
05/26/2019 -	Prepare initial filing in Docket No. 19-057.	Granville, Janea M.		\$143.00
05/26/2019 -	Review and package initial filing for transmittal to NH PUC.	Winter, Danielle C.		\$1,484.00
05/26/2019 -	Conduct quality assurance/quality control review of hard copy filing for PSNH rate case.	Campbell, Matthew C.		\$1,876.00
05/28/2019 -	Deliver PSNH rate case to NHPUC and make minor revisions to filing.	Winter, Danielle C.		\$364.00
05/28/2019 -	File initial filing in Docket No. 19-057.	Granville, Janea M.		\$66.00
05/28/2019 -	Finalize PSNH permanent rates filing and convey filing to New Hampshire Public Utilities Commission.	Campbell, Matthew C.		\$1,316.00
05/28/2019 -	Review and edit discovery responses (Staff Sets 1 and 2).	Venora, Daniel P.		\$364.00
05/28/2019 -	Review and edit responses to discover for temporary filing.	Kimball, Cheryl M.		\$280.00
05/29/2019 -	Prepare for and participate on conference call with PSNH Steering Committee.	Kimball, Cheryl M.		\$280.00
05/29/2019 -	Participate in daily discovery call in PSNH rate case. Participate in steering committee conference call.	Campbell, Matthew C.		\$308.00
05/29/2019 -	Prepare for discovery filings in Docket No. 19-057.	Mahoney, Kerri A.		\$92.00
05/29/2019 -	Conference call with core team on discovery status. Review and edit discovery responses. Conference call with steering committee.	Venora, Daniel P.		\$364.00
05/30/2019 -	Prepare initial filing in Docket No. 19-057.	Granville, Janea M.		\$88.00
05/30/2019 -	Participate in daily discovery call. Review, edit and sign-off on discovery responses.	Campbell, Matthew C.		\$588.00
05/30/2019 -	Conference call with core team on discovery status. Review and edit discovery responses.	Venora, Daniel P.		\$364.00
05/31/2019 -	Prepare documents for filing in Docket No. 19-057.	Moriarty, Ryan J		\$66.00

05/31/2019 -	Conference call with D. Horton to prepare for settlement conference. Conference call with core team on discovery status. Review and edit discovery responses.	Venora, Daniel P.		
05/31/2019 -	Prepare for and participate on conference call with D. Horton to discuss strategy for responding to discovery question on handling of AMR meter retirements.	Kimball, Cheryl M.		\$420.00
05/01/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		76 \$0.05	\$3.80
05/02/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		136 \$0.05	\$6.80
05/03/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		607 \$0.05	\$30.35
05/04/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		83 \$0.05	\$4.15
05/05/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		113 \$0.05	\$5.65
05/06/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		135 \$0.05	\$6.75
05/06/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		139 \$0.05	\$6.95
05/07/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		92 \$0.05	\$4.60
05/07/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		96 \$0.05	\$4.80
05/07/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		95 \$0.05	\$4.75
05/07/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 4/16/19-5/2/19, overnight mail, Mercury Express Delivery		1 \$63.40	\$63.40
05/08/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		104 \$0.05	\$5.20
05/08/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		47 \$0.05	\$2.35
05/08/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		136 \$0.05	\$6.80
05/09/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		100 \$0.05	\$5.00
05/13/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		147 \$0.05	\$7.35
05/13/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		1758 \$0.05	\$87.90
05/13/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		1758 \$0.05	\$87.90
05/13/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		104 \$0.05	\$5.20
05/13/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		60 \$0.05	\$3.00
05/13/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		100 \$0.05	\$5.00
05/13/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		100 \$0.05	\$5.00
05/15/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		101 \$0.05	\$5.05
05/15/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		102 \$0.05	\$5.10
05/15/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		102 \$0.05	\$5.10
05/16/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		142 \$0.05	\$7.10
05/16/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		1178 \$0.05	\$58.90
05/17/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		104 \$0.05	\$5.20
05/18/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		84 \$0.05	\$4.20
05/18/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		112 \$0.05	\$5.60
05/21/2019 E101 - Copying	Copying Copies for documents filed with the DPU.		161 \$0.05	\$8.05

				DE 19-057 Exhibit 73 Part 1	
05/21/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	145	\$0.05		\$7.25
05/21/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	118	\$0.05		\$5.90
05/22/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	140	\$0.05		\$7.00
05/22/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	106	\$0.05		\$5.30
05/22/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	106	\$0.05		\$5.30
05/22/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	107	\$0.05		\$5.35
05/22/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 5/1/19-5/3/19, overnight mail, Mercury Express Delivery	1	\$85.10		\$85.10
05/23/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	132	\$0.05		\$6.60
05/23/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	145	\$0.05		\$7.25
05/23/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	198	\$0.05		\$9.90
05/24/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	56	\$0.05		\$2.80
05/26/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	1344	\$0.05		\$67.20
05/28/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	10	\$0.05		\$0.50
05/30/2019 E101 - Copying	Copying Copies for documents filed with the DPU.	5	\$0.05		\$0.25
05/30/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 5/8/19-5/22/19, overnight mail, Mercury Express Delivery	1	\$59.34		\$59.34
05/31/2019 E124 - Other	Other 3 8GB USBs	1	\$16.23		\$16.23
05/31/2019 E124 - Other	Other 15 4GB USBs	1	\$74.25		\$74.25
05/31/2019 E124 - Other	Other 6 18x23 Tyvek envelopes	1	\$15.96		\$15.96
05/31/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 5/1/19-5/31/19, courier service (Fly Over the City LLC)	1	\$120.00		\$120.00
05/31/2019 E102 - Outside Printing	Outside printing PSNH Rate Case Filing (Key Discovery)	1	\$14,988.58		\$14,988.58
05/31/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 5/15/19-5/20/19, overnight mail, Mercury Express Delivery	1	\$55.40		\$55.40
05/31/2019 E124 - Other	Other 8 3-inch binders	1	\$43.60		\$43.60

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 57408
Date of Invoice: 08/16/2019
Billing Period: 06/03/2019 - 06/30/2019
Date Posted: 08/16/2019
Invoice Description/Comment: For Services Rendered Through

Amount Approved

Approved Total **\$35,182.91**
Invoice Currency: **USD**
Date Approved: 10/14/2019
Final Approver: Pam Tyrol
Approved Fees \$20,501.00
Approved Expenses \$14,681.91
Approved Total (excl. Tax) \$35,182.91
Comments to AP:

Accounting Code Allocations

BPO #	Charge Cost Center	Field Work Order	FERC Activity (T)	Amount	Percentage	Comment
10209864 163		DRCE0006		\$35,182.91	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$35,182.91
Invoice Currency:	USD
Billed Fees	\$20,501.00
Billed Expenses	\$14,681.91
Billed Total (excl. Tax)	\$35,182.91

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	08/16/2019	\$35,182.91	
Pam Tyrol	TK Rates Reviewed	10/08/2019		
Pam Tyrol	Approved	10/14/2019	\$35,182.91	
Serengeti Administrator	AP Batch Run	10/14/2019	\$35,182.91	Batch ID: 001001334 (Sent to AP: 10/14/2019 7:01:21 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 57408.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 242-00246
Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType</u>	<u>%</u>	<u>Amount</u>
06/03/2019 -		Review and edit discovery responses.	Venora, Daniel P.							\$196.00
06/03/2019 -		Prepare for and participate on conference call with D. Horton to discuss strategy for settlement conference.	Kimball, Cheryl M.							\$245.00
06/04/2019 -		Review and edit discovery responses. Conference call with D. Horton and others to prepare for settlement conference.	Venora, Daniel P.							\$392.00
06/04/2019 -		Participate on conference call to discuss strategy for settlement conference with D. Horton. Review and edit responses to discovery. Review and edit talking points for D. Horton.	Kimball, Cheryl M.							\$595.00
06/05/2019 -		Prepare for and attend PUC technical session. Attend to follow-up issues.	Venora, Daniel P.							\$196.00
06/05/2019 -		Prepare initial filing in Docket No. 19-057.	Granville, Janea M.							\$143.00
06/06/2019 -		Review and edit draft term sheet on settlement for temporary rates.	Kimball, Cheryl M.							\$140.00
06/06/2019 -		Participate in PSNH standing rate case discovery call.	Campbell, Matthew C.							\$420.00
06/06/2019 -		File initial filing in Docket No. 19-057.	Granville, Janea M.							\$154.00
06/06/2019 -		Attend to follow-up from technical session. Conference call with core team on discovery status. Review term sheet and comments.	Venora, Daniel P.							\$588.00
06/07/2019 -		Participate in daily conference call to discuss status of discovery. Review and edit discovery responses.	Campbell, Matthew C.							\$336.00
06/07/2019 -		Attention to staff comments on term sheet and case strategy. Review term sheet.	Venora, Daniel P.							\$308.00
06/07/2019 -		Review draft term sheet and discuss same with D. Horton and J. Moreira.	Kimball, Cheryl M.							\$245.00
06/07/2019 -		File initial filing in Docket No. 19-057.	Granville, Janea M.							\$33.00
06/10/2019 -		Conference call with core team on discovery status. Review and edit discovery responses. Review term sheet and comments.	Venora, Daniel P.							\$896.00
06/10/2019 -		Review and edit discovery responses for PSNH permanent rate case.	Campbell, Matthew C.							\$224.00
06/11/2019 -		Prepare for filings in Docket No. 19-057.	Mahoney, Kerri A.							\$46.00

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06/11/2019 -	Review and edit discovery responses. Review term sheet and comments.	Venora, Daniel P.	DE 19-057 Exhibit 73 Part 1	\$476.00
06/11/2019 -	Participate in daily standing PSNH rate case discovery call. Review and edit responses to information requests.	Campbell, Matthew C.		\$448.00
06/11/2019 -	Review issues on AMR recovery with D. Horton. Review and edit draft responses to discovery on same. Review correspondence on settlement term sheet for temporary rates.	Kimball, Cheryl M.		\$630.00
06/12/2019 -	Review and edit PSNH rate case discovery responses.	Campbell, Matthew C.		\$224.00
06/13/2019 -	Participate in daily discovery call for PSNH rate case. Review and edit discovery responses.	Campbell, Matthew C.		\$644.00
06/13/2019 -	Review discovery on AMR transition and discuss same with D. Horton. Revise drafts per discussion with D. Horton.	Kimball, Cheryl M.		\$490.00
06/14/2019 -	Conference call with core team on discovery status. Review and edit discovery responses. Attend to discovery issues.	Venora, Daniel P.		\$1,092.00
06/14/2019 -	Participate in daily discovery call for PSNH rate case. Review and edit discovery responses.	Campbell, Matthew C.		\$616.00
06/17/2019 -	Participate in daily discovery call for PSNH rate case. Review and edit discovery responses.	Campbell, Matthew C.		\$504.00
06/17/2019 -	Review, edit and comment on discovery responses. Conference call with core team on discovery status. Prepare attachments for discovery responses on rate case expense. Review documents for hearing on temporary rates settlement.	Venora, Daniel P.		\$1,904.00
06/18/2019 -	Prepare for and attend PUC hearing on temporary rate settlement. Attend to follow-up issues. Review and edit discovery responses and review research on recovery of rate case expense.	Venora, Daniel P.		\$1,904.00
06/18/2019 -	Participate in daily discovery call for PSNH rate case. Review and edit discovery responses.	Campbell, Matthew C.		\$168.00
06/19/2019 -	Review, edit and comment on discovery responses. Plan and prepare for procedural conference. Correspondence with D. Horton. Attention to interventions.	Venora, Daniel P.		\$504.00
06/20/2019 -	Review, revise and edit discovery responses. Conference call with core team on discovery issues. Correspondence with S. Lazor, E. Menard and others on discovery issues.	Venora, Daniel P.		\$672.00

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DE 19-057
Exhibit 73 Part 1 \$392.00

06/20/2019 -	Participate in daily discovery call for PSNH rate case. Review and edit discovery responses.	Campbell, Matthew C.			
06/21/2019 -	Review and comment on discovery responses. Research and correspondence with M. Synan and others on Willis Towers Watson confidentiality agreement.	Venora, Daniel P.			\$392.00
06/21/2019 -	Appear at pre-hearing conference and technical session at PSNH.	Campbell, Matthew C.			\$1,288.00
06/24/2019 -	Conference call with core team on discovery status. Correspondence with J. Hall and others on Willis Towers Watson confidentiality agreement.	Venora, Daniel P.			\$196.00
06/24/2019 -	Participate in daily discovery call for PSNH rate case. Review and edit discovery responses.	Campbell, Matthew C.			\$196.00
06/25/2019 -	Participate in daily discovery call for PSNH rate case. Review and edit discovery responses.	Campbell, Matthew C.			\$224.00
06/25/2019 -	Conference call with core team on discovery status. Review OCA Set 2 questions.	Venora, Daniel P.			\$336.00
06/26/2019 -	Review and edit discovery responses. Review staff Set 4 questions.	Venora, Daniel P.			\$364.00
06/26/2019 -	Review and edit discovery responses in PSNH rate case.	Campbell, Matthew C.			\$224.00
06/27/2019 -	Conference call with rate case team on discovery status. Update case files and review discovery.	Venora, Daniel P.			\$532.00
06/27/2019 -	Participate in daily discovery call for PSNH rate case. Review and edit discovery responses.	Campbell, Matthew C.			\$224.00
06/28/2019 -	Review and edit discovery responses. Conference call with core team on discovery status.	Venora, Daniel P.			\$336.00
06/28/2019 -	Review and edit responses to PSNH discovery responses.	Campbell, Matthew C.			\$364.00
06/05/2019 E101 - Copying	Photocopies ; ; Copies for documents filed with the DPU.		500	\$0.05	\$25.00
06/06/2019 E101 - Copying	Photocopies ; ; Copies for documents filed with the DPU.		3	\$0.05	\$0.15
06/11/2019 E107 - Delivery Services/Messengers	Overnight Mail ; ; 5/22/19-6/6/19 ; Mercury Express Delivery Management		1	\$225.25	\$225.25
06/11/2019 E102 - Outside Printing	Outside Copy Charges ; ; PSNH Rate Case filing ; Key Discovery		1	\$13,780.06	\$13,780.06
06/13/2019 E101 - Copying	Photocopies ; ; Copies for documents filed with the DPU.		5	\$0.05	\$2.55

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06/13/2019 E101 - Copying	Photocopies ; ; Copies for documents filed with the DPU.	5	\$0.05	DE 19-057 Exhibit 73 Part 1	\$2.55
06/26/2019 E107 - Delivery Services/Messengers	Overnight Mail ; ; 6/6/19-6/21/19 ; Mercury Express Delivery Management	1	\$646.35		\$646.35

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 60175
Date of Invoice: 09/30/2019
Billing Period: 07/01/2019 - 07/31/2019
Date Posted: 09/30/2019
Invoice Description/Comment:

Amount Approved

Approved Total **\$27,722.65**
Invoice Currency: **USD**
Date Approved: 10/14/2019
Final Approver: Pam Tyrol
Approved Fees \$27,716.00
Approved Expenses \$6.65
Approved Total (excl. Tax) \$27,722.65
Comments to AP:

Accounting Code Allocations

BPO #	Charge Cost Center	Field Work Order	FERC Activity (T)	Amount	Percentage	Comment
10209864 163		DRCE0006		\$27,722.65	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$27,722.65
Invoice Currency:	USD
Billed Fees	\$27,716.00
Billed Expenses	\$6.65
Billed Total (excl. Tax)	\$27,722.65

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	09/30/2019	\$27,722.65	
Pam Tyrol	TK Rates Reviewed	10/08/2019		
Pam Tyrol	Approved	10/14/2019	\$27,722.65	
Serengeti Administrator	AP Batch Run	10/14/2019	\$27,722.65	Batch ID: 001001334 (Sent to AP: 10/14/2019 7:01:21 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 60175.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
07/01/2019 -		Prepare for and participate in daily discovery call for PSNH rate case. Review and edit responses to PSNH information requests.	Campbell, Matthew C.						\$644.00
07/01/2019 -		Prepare for and participate on conference call with D. Horton et al to review and discuss discovery issues.	Kimball, Cheryl M.						\$245.00
07/03/2019 -		Review and edit draft discovery responses in PSNH rate case.	Campbell, Matthew C.						\$896.00
07/05/2019 -		Review strategy options to respond to settlement filing.	Venora, Daniel P.						\$112.00
07/08/2019 -		Conference call with core team on discovery status. Review, edit and revise discovery responses (OCA Set 2, Staff Set 4).	Venora, Daniel P.						\$1,596.00
07/08/2019 -		Review, edit and sign-off on draft responses to information requests in PSNH rate case.	Campbell, Matthew C.						\$448.00
07/09/2019 -		Prepare for and participate in daily discovery call for PSNH rate case. Review and edit responses to PSNH information requests.	Campbell, Matthew C.						\$644.00
07/09/2019 -		Review, revise and edit discovery responses. Correspondence with D. Horton and others.	Venora, Daniel P.						\$924.00
07/09/2019 -		Review and edit responses to discovery (Set 2).	Kimball, Cheryl M.						\$210.00
07/10/2019 -		Prepare for and participate on conference call regarding OCA-2-50, strategy for response.	Kimball, Cheryl M.						\$280.00
07/10/2019 -		Review responses to information requests and update discovery log.	Calitri, Jameson L.						\$322.00
07/10/2019 -		Review, edit and comment on discovery responses (Staff Set 4). Conference call with D. Horton and others on discovery strategy. Prepare responses to OCA discovery requests.	Venora, Daniel P.						\$1,624.00
07/10/2019 -		Review, edit and sign-off on draft responses to information requests in PSNH rate case.	Campbell, Matthew C.						\$364.00
07/11/2019 -		Review and edit responses to discovery.	Kimball, Cheryl M.						\$245.00
07/11/2019 -		Review responses to information requests by set and update discovery log.	Calitri, Jameson L.						\$552.00
07/11/2019 -		Participate in daily conference call to discuss discovery issues. Review, edit and sign-off on discovery responses.	Campbell, Matthew C.						\$616.00

07/11/2019 -	Review and edit discovery responses. Conference call with core team on discovery status.	Venora, Daniel P.	
07/12/2019 -	Participate in daily conference call to discuss discovery issues. Review, edit and sign-off on discovery responses.	Campbell, Matthew C.	\$112.00
07/12/2019 -	Review and edit discovery responses in rate case. Review and edit letter on withdrawal of demonstration projects and discuss with D. Horton.	Kimball, Cheryl M.	\$490.00
07/12/2019 -	Conference call with core team on discovery status. Review and edit discovery responses. Attention to regulatory strategy for clean energy projects.	Venora, Daniel P.	\$644.00
07/12/2019 -	Review responses to information requests by set and update discovery log.	Calitri, Jameson L.	\$1,219.00
07/15/2019 -	Prepare for and participate on conference call regarding preparation of discovery and strategy for responses.	Kimball, Cheryl M.	\$280.00
07/15/2019 -	Participate on conference call with D. Horton et al on strategy for removing demonstration projects from rate docket.	Kimball, Cheryl M.	\$140.00
07/15/2019 -	Review responses to information requests by set and update discovery log.	Calitri, Jameson L.	\$368.00
07/15/2019 -	Review and edit discovery responses (OCA Set 2). Conference call with D. Horton and others on clean energy projects and rate case strategy. Revise filing letter on clean energy projects. Prepare new testimony for Westmoreland project.	Venora, Daniel P.	\$1,484.00
07/16/2019 -	Review and edit discovery on vegetation management. Discussion with B. Van Dam on status of CCI discussions. Review notes on same. Review and edit letter on withdrawal of projects.	Kimball, Cheryl M.	\$560.00
07/16/2019 -	Conference call with core team on discovery status.	Venora, Daniel P.	\$84.00
07/16/2019 -	Coordinate edits with D. Horton and J. Moreira on vegetation-related responses. Revise response per J. Moreira.	Kimball, Cheryl M.	\$245.00
07/16/2019 -	Prepare for and participate in daily discovery call for PSNH rate case.	Campbell, Matthew C.	\$112.00
07/17/2019 -	Review responses to information requests by set and update discovery log.	Calitri, Jameson L.	\$552.00
07/17/2019 -	Review and edit letter on demonstration projects and circulate letter for review. Review and comment on discovery responses.	Venora, Daniel P.	\$308.00
07/17/2019 -	Review and edit letter to remove demonstration projects.	Kimball, Cheryl M.	\$105.00
07/18/2019 -	Review, edit and comment on discovery responses (OCA Set 3). Conference call with core team on discovery status. Prepare filing letter and petition for re-submittal of Westmoreland project in new docket.	Venora, Daniel P.	\$1,176.00
07/18/2019 -	Review and edit discovery responses on stay-out potential. Discuss same with D. Horton and J. Moreira.	Kimball, Cheryl M.	\$280.00

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07/19/2019 -	Conference call with core team on discovery status. Correspondence with M. Fossum.	Venora, Daniel P.	DE 19-057 Exhibit 73 Part 1	\$140.00
07/22/2019 -	Prepare for and participate in daily conference call for PSNH rate case.	Campbell, Matthew C.		\$28.00
07/22/2019 -	Conference call with core team on discovery status. Review, edit and comment on discovery responses.	Venora, Daniel P.		\$588.00
07/22/2019 -	Prepare for and participate on conference call to discuss rate-case discovery strategy issues. Correspondence on removal of demonstration projects.	Kimball, Cheryl M.		\$595.00
07/23/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.		\$621.00
07/23/2019 -	Prepare for and participate on conference call regarding PSNH rate-case items.	Kimball, Cheryl M.		\$280.00
07/23/2019 -	Review, edit and sign-off on responses to information requests.	Campbell, Matthew C.		\$364.00
07/23/2019 -	Conference call with core team on discovery status and attend to follow up issues. Revise and edit filing letter and petition for Westmoreland project.	Venora, Daniel P.		\$672.00
07/24/2019 -	Review, edit and sign-off on responses to information requests.	Campbell, Matthew C.		\$112.00
07/24/2019 -	Review and edit discovery responses. Correspondence with E. Chung. Review new discovery set from OCA.	Venora, Daniel P.		\$252.00
07/24/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.		\$276.00
07/25/2019 -	Prepare for and participate in daily discovery call. Review, edit and sign-off on discovery responses.	Campbell, Matthew C.		\$280.00
07/25/2019 -	Correspondence with E. Chung. Review, edit and update filing documents and testimony for the Westmoreland project.	Venora, Daniel P.		\$672.00
07/26/2019 -	Review, edit and sign-off on responses to information requests.	Campbell, Matthew C.		\$112.00
07/26/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.		\$276.00
07/29/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.		\$115.00
07/29/2019 -	Prepare for and participate on conference call regarding PSNH discovery and strategy issues.	Kimball, Cheryl M.		\$280.00
07/29/2019 -	Review, edit and comment on discovery responses.	Venora, Daniel P.		\$392.00

REDACTED

07/29/2019 -	Prepare for and participate in daily discovery call. Review, edit and sign-off on discovery responses.	Campbell, Matthew C.	DE 19-057 Exhibit 73 Part 1	\$504.00
07/30/2019 -	Review and edit discovery requests. Conference call with core team on discovery status. Prepare final documents for filing Westmoreland project.	Venora, Daniel P.		\$1,092.00
07/30/2019 -	Prepare for and participate in daily discovery call for PSNH rate case.	Campbell, Matthew C.		\$196.00
07/31/2019 -	Review and sign-off on PSNH discovery responses. Finalize Westmoreland demonstration project filing package.	Campbell, Matthew C.		\$308.00
07/31/2019 -	Review, revise and finalize Westmoreland project filing package. Review and edit discovery responses. Organize case files.	Venora, Daniel P.		\$1,288.00
07/31/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.		133 \$0.05	\$6.65

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 60377
Date of Invoice: 11/14/2019
Billing Period: 08/01/2019 - 08/31/2019
Date Posted: 11/14/2019
Invoice Description/Comment:

Amount Approved

Approved Total **\$68,210.85**
Invoice Currency: **USD**
Date Approved: 12/10/2019
Final Approver: Bob Bersak
Approved Fees \$64,326.00
Approved Expenses \$3,884.85
Approved Total (excl. Tax) \$68,210.85
Comments to AP:

Accounting Code Allocations

BPO #	Charge Cost Center	Field Work Order	FERC Activity (T)	Amount	Percentage	Comment
10209864 163		DRCE0006		\$68,210.85	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$68,210.85
Invoice Currency:	USD
Billed Fees	\$64,326.00
Billed Expenses	\$3,884.85
Billed Total (excl. Tax)	\$68,210.85

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	11/14/2019	\$68,210.85	
Pam Tyrol	TK Rates Reviewed	11/15/2019		
Bob Bersak	Approved	12/10/2019	\$68,210.85	
Serengeti Administrator	AP Batch Run	12/11/2019	\$68,210.85	Batch ID: 001001366 (Sent to AP: 12/11/2019 6:01:19 AM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 60377.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
08/01/2019 -		Review discovery responses and update discovery log.	Calitri, Jameson L.						\$184.00
08/01/2019 -		Participate on conference call regarding PSNH discovery (Staff 5-035).	Kimball, Cheryl M.						\$245.00
08/01/2019 -		Review, edit and sign-off on discovery responses.	Campbell, Matthew C.						\$168.00
08/01/2019 -		Prepare for and participate on conference call with core team on discovery status.	Venora, Daniel P.						\$210.00
08/05/2019 -		Review and edit discovery responses (Staff Set 5, OCA Set 4). Participate on conference call with core team on discovery status.	Venora, Daniel P.						\$784.00
08/05/2019 -		Prepare documents for filing in DE 19-057 for PSNH.	Moriarty, Ryan J.						\$242.00
08/05/2019 -		Participate in daily PSNH rate case discovery call. Review, edit and sign-off on discovery responses.	Campbell, Matthew C.						\$532.00
08/06/2019 -		Review and edit discovery responses. Conference call with core team on discovery status.	Venora, Daniel P.						\$476.00
08/06/2019 -		Prepare for and participate in daily team conference call on discovery responses.	Campbell, Matthew C.						\$168.00
08/06/2019 -		Review discovery responses and update discovery log.	Calitri, Jameson L.						\$391.00
08/06/2019 -		Prepare documents for filing in DE 19-057 for PSNH.	Moriarty, Ryan J.						\$363.00
08/06/2019 -		Review new discovery questions from OCA and STAFF. Discuss issues on OCA Set 4 with D. Horton. Review and edit discovery responses.	Kimball, Cheryl M.						\$245.00
08/07/2019 -		Participate on conference call regarding strategy for OCA Set 4 discovery.	Kimball, Cheryl M.						\$245.00
08/07/2019 -		Prepare documents for filing in DE 19-057 for PSNH.	Moriarty, Ryan J.						\$440.00
08/07/2019 -		Review, edit and sign-off on OCA Set 4.	Campbell, Matthew C.						\$252.00
08/07/2019 -		Participate on conference call with core team on strategy for response to OCA Set 4. Review and edit discovery responses.	Venora, Daniel P.						\$364.00
08/08/2019 -		Review discovery responses and update discovery log.	Calitri, Jameson L.						\$322.00

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08/08/2019 -	Review and edit discovery responses. Conference call with core team on discovery status.	Venora, Daniel P.	DE 19-057 Exhibit 73 Part 1	\$392.00
08/08/2019 -	Review and edit responses to OCA Set 4. Correspondence with E. Menard et al on same. Review matrix from E. Menard.	Kimball, Cheryl M.		\$490.00
08/08/2019 -	Prepare for and participate in standing discovery call. Review, edit and sign-off on PSNH discovery responses.	Campbell, Matthew C.		\$812.00
08/09/2019 -	Review and edit discovery responses on OCA Set 4.	Kimball, Cheryl M.		\$560.00
08/09/2019 -	Prepare for and participate in standing discovery call. Review, edit and sign-off on PSNH discovery responses.	Campbell, Matthew C.		\$448.00
08/09/2019 -	Review and edit discovery responses (Staff Sets 5 and 6, OCA Sets 4 and 5).	Venora, Daniel P.		\$196.00
08/12/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.		\$138.00
08/12/2019 -	Prepare materials for binders in DE 19-057.	Molter, Kylie A.		\$319.00
08/12/2019 -	Review and edit discovery responses.	Venora, Daniel P.		\$420.00
08/13/2019 -	Prepare for and participate in conference call to discuss discovery responses in PSNH rate case.	Campbell, Matthew C.		\$112.00
08/13/2019 -	Conference call with core team on discovery status. Review and edit discovery responses (Staff Sets 5, 6, and 8).	Venora, Daniel P.		\$308.00
08/13/2019 -	Prepare documents for filing in DE 19-057 for PSNH.	Moriarty, Ryan J.		\$110.00
08/13/2019 -	Review discovery and update discovery log.	Calitri, Jameson L.		\$598.00
08/13/2019 -	Prepare materials for binders in DE 19-057.	Molter, Kylie A.		\$517.00
08/14/2019 -	Prepare documents for filing in DE 19-057 for PSNH.	Moriarty, Ryan J.		\$341.00
08/14/2019 -	Research and draft response to PSNH rate case discovery regarding merger costs to achieve.	Campbell, Matthew C.		\$392.00
08/14/2019 -	Review discovery and update discovery log.	Calitri, Jameson L.		\$805.00
08/14/2019 -	Prepare materials for binders in DE 19-057.	Molter, Kylie A.		\$121.00

08/15/2019 -	Prepare for and participate in daily conference call to discuss PSNH rate case discovery responses. Research and draft responses regarding merger cost recovery in other jurisdictions. Draft correspondence to J. Griffin requesting information to support discovery response regarding customer expectations relative to the reliability of electric service. Conduct research and draft correspondence to D. Bidemead et al regarding LBR recovery referenced in rate case testimony.	Campbell, Matthew C	
08/15/2019 -	Prepare documents for filing in DE 19-057 for PSNH.	Moriarty, Ryan J	\$363.00
08/15/2019 -	Conference call with core team on discovery status. Review and edit discovery responses. Draft discovery responses on merger costs.	Venora, Daniel P.	\$1,232.00
08/15/2019 -	Prepare for and participate on conference call to review strategy for response to discovery in PSNH rate case. Review and edit discovery responses. Discussion with D. Horton on same.	Kimball, Cheryl M.	\$980.00
08/16/2019 -	Conduct legal research of Massachusetts DPU orders related to the approval and modification to the arrearage management plan. Communicate with Company staff related to the DPU orders.	Frias, Steven	\$1,128.00
08/16/2019 -	Participate in conference call to discuss strategy for OCA Set 6, Staff Set 9, and Staff Set 10.	Campbell, Matthew C	\$392.00
08/16/2019 -	Review, edit and draft discovery responses. Conference call with core team on discovery status. Conference call with D. Horton and others on discovery strategy.	Venora, Daniel P.	\$1,316.00
08/16/2019 -	Review discovery listing from M. Lemenger. Participate on conference call regarding strategy for discovery.	Kimball, Cheryl M.	\$490.00
08/18/2019 -	Review discovery sets from OCA and Staff. Prepare matrix of questions with strategy for meeting with J. Purington.	Kimball, Cheryl M.	\$770.00
08/19/2019 -	Draft responses to PSNH rate case discovery. Prepare for and participate in daily conference call with Eversource team to discuss discovery responses. Coordinate production of additional PSNH rate case filing binders.	Campbell, Matthew C	\$532.00
08/19/2019 -	Review and edit discovery responses. Conference call with core team on discovery status. Plan and prepare for meeting with Ops team.	Venora, Daniel P.	\$504.00
08/19/2019 -	Review and revise discovery response.	Winter, Danielle C.	\$56.00
08/19/2019 -	Review discovery files and update discovery log.	Calitri, Jameson L.	\$253.00
08/19/2019 -	Prepare documents for filing in DE 19-057 for PSNH.	Moriarty, Ryan J	\$407.00
08/19/2019 -	Prepare discovery filing materials in DE 19-057.	Granville, Janea M.	\$44.00

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08/20/2019 -	Prepare for and attend meeting at PSNH with J. Purington et al to review OCA and STAFF discovery requests and develop strategy for response. Review and edit discovery responses.	Kimball, Cheryl M.	DE 19-057 Exhibit 73 Part 1	\$1,295.00
08/20/2019 -	Review discovery files and update discovery log.	Calitri, Jameson L.		\$736.00
08/20/2019 -	Prepare for and participate in standing discovery call with PSNH team. Prepare for and participate in conference call with J. Purington, M. Lemenager, and L. Lajoie to discuss discovery responses. Draft discovery C responses in PSNH rate case.	Campbell, Matthew		\$1,316.00
08/20/2019 -	Prepare discovery filing materials in DE 19-057.	Granville, Janea M.		\$154.00
08/20/2019 -	Prepare documents for filing in DE 19-057 for PSNH.	Moriarty, Ryan J		\$231.00
08/20/2019 -	Review and edit discovery responses. Conference call with core team on discovery status. Prepare for and participate in meeting with J. Purington and others on discovery response strategy. Attend to follow up issues.	Venora, Daniel P.		\$1,428.00
08/21/2019 -	Prepare discovery filing materials in DE 19-057.	Granville, Janea M.		\$44.00
08/21/2019 -	Prepare for and participate in conference call with S. O'Brien (Eversource) to discuss J.D. Power data for response to PSNH discovery. Conduct research on industry studies that further confirm Company data that shows customer expectations regarding power reliability are growing. Draft responses to PSNH discovery.	Campbell, Matthew C		\$728.00
08/21/2019 -	Review edit and draft discovery responses. Correspondence with G. Murray.	Venora, Daniel P.		\$588.00
08/21/2019 -	Review discovery files and update discovery log.	Calitri, Jameson L.		\$368.00
08/21/2019 -	Prepare documents for filing in DE 19-057 for PSNH.	Moriarty, Ryan J		\$396.00
08/21/2019 -	Review information and discussion from P. Conner regarding AMI/AMR. Review and edit responses to discovery per discussion with J. Purington.	Kimball, Cheryl M.		\$1,505.00
08/22/2019 -	Meet with S. O'Brien to discuss response to PSNH discovery. Review, edit and approve PSNH discovery responses. Conduct research on climate change data for PSNH discovery related to extreme weather.	Campbell, Matthew C		\$616.00
08/22/2019 -	Conference call with core team on discovery status. Review and edit discovery responses.	Venora, Daniel P.		\$672.00
08/22/2019 -	Review and edit discovery responses on OCA Set 6 and STAFF Sets. Discussion with J. Purington on same.	Kimball, Cheryl M.		\$1,120.00
08/23/2019 -	Review and edit discovery responses. Conference call with core team on discovery status.	Venora, Daniel P.		\$868.00

08/23/2019 -	Prepare for and participate in daily conference call to discuss PSNH rate case discovery responses with rate case team. Research and draft responses regarding customer expectations for power reliability. Review, edit, and approve PSNH discovery responses.	Campbell, Matthew C	
08/23/2019 -	Review and edit discovery responses on OCA Set 6 and STAFF Sets. Discussion with J. Purrington on same.	Kimball, Cheryl M.	\$1,120.00
08/24/2019 -	Review and edit discovery responses on OCA Set 6 and STAFF Sets.	Kimball, Cheryl M.	\$1,680.00
08/25/2019 -	Review, edit and draft discovery responses.	Venora, Daniel P.	\$1,232.00
08/25/2019 -	Review and edit discovery responses on OCA Set 6 and STAFF Sets. Discussion with J. Purrington on same.	Kimball, Cheryl M.	\$1,820.00
08/26/2019 -	Prepare materials for filing in DE 09-035.	Novakova, Veronika	\$88.00
08/26/2019 -	Prepare for and participate in daily conference call with PSNH rate case team to discuss discovery responses. Prepare for and participate in conference call to discuss responses to environmental remediation information requests. Draft, review, edit, and sign-off on PSNH discovery questions.	Campbell, Matthew C	\$924.00
08/26/2019 -	Draft, review and edit discovery responses.	Venora, Daniel P.	\$308.00
08/26/2019 -	Prepare for and participate on conference call to review facts for PSNH environmental remediation project and discovery strategy for new work center with A. Botelho. Review materials on environmental remediation.	Kimball, Cheryl M.	\$1,610.00
08/27/2019 -	Prepare for and participate in standing rate case discovery call. Draft, review, edit and sign-off on PSNH rate case discovery.	Campbell, Matthew C	\$924.00
08/27/2019 -	Review, edit and draft discovery responses. Conference call with core team on discovery status.	Venora, Daniel P.	\$784.00
08/27/2019 -	Review and edit discovery responses to OCA Set 6 and STAFF 10 and 11. Correspondence on same to resolve outstanding issues. Review filing packages for M. Lemenager.	Kimball, Cheryl M.	\$1,820.00
08/28/2019 -	Prepare for and participate on conference call regarding AMR information and strategy for discovery responses and review final filing package.	Kimball, Cheryl M.	\$1,260.00
08/28/2019 -	Review and edit discovery responses. Plan and prepare materials for technical sessions. Conference calls with E. Chung.	Venora, Daniel P.	\$952.00
08/28/2019 -	Draft, review, edit, and sign-off on PSNH rate case discovery.	Campbell, Matthew C	\$1,008.00

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		DE 19-057 Exhibit 73 Part 2		
08/29/2019 -	Prepare for and participate in daily conference call to discuss status of discovery. Prepare for and participate in conference call to discuss preparation for technical session. Prepare rate case witness binders for P. Conner and W. Van Dam. Develop matrix summarizing significant rate case issues for upcoming technical session.	Campbell, Matthew C		\$1,932.00
08/29/2019 -	Prepare witness book.	Reynolds, Kristin M		\$319.00
08/29/2019 -	Prepare witness materials in DE 19-057.	Granville, Janea M.		\$99.00
08/29/2019 -	Review, draft and edit discovery responses. Conference call with core team on discovery status. Prepare for and participate in initial witness prep session for PUC technical sessions.	Venora, Daniel P.		\$1,176.00
08/29/2019 -	Review discovery files and update discovery log.	Calitri, Jameson L.		\$1,104.00
08/29/2019 -	Prepare documents for witness preparations in PSNH Rate case.	Moriarty, Ryan J		\$781.00
08/29/2019 -	Prepare for and participate on conference call to review NSTAR Gas rate-case issues. Correspondence and discussion with project team to resolve issues for filing.	Kimball, Cheryl M.		\$1,680.00
08/29/2019 -	Prepare for and participate on conference call with D. Horton to review process for PSNH tech sessions and develop strategy for witness preparation sessions. Review and edit discovery responses. Review filing package. Correspondence on same.	Kimball, Cheryl M.		\$1,610.00
08/30/2019 -	Review and edit discovery responses. Research issues on AMR/AMI. Prepare for witness prep sessions. Discussion with P. Conner and W. Van Dam on issues for prep.	Kimball, Cheryl M.		\$1,295.00
08/30/2019 -	Review discovery files and update discovery log.	Calitri, Jameson L.		\$368.00
08/30/2019 -	Review and edit discovery responses. Conference call with core team on discovery status.	Venora, Daniel P.		\$728.00
08/30/2019 -	Prepare for and participate in standing rate case discovery call. Draft matrix of key issues for witness preparation.	Campbell, Matthew C		\$420.00
08/31/2019 -	Review discovery files, update discovery log and audit discovery log for any missing responses.	Calitri, Jameson L.		\$1,564.00
08/31/2019 -	Research and prepare response to AMR questions with P. Conner. Discussion with P. Conner on same.	Kimball, Cheryl M.		\$910.00
08/12/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	37	\$0.05	\$1.85
08/12/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	48	\$0.05	\$2.40
08/12/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	990	\$0.05	\$49.50
08/12/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	99	\$0.05	\$4.95

		DE 19-057		Exhibit 73 Part 2	
08/12/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	150	\$0.05		\$7.50
08/12/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	1059	\$0.05		\$52.95
08/13/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	18	\$0.05		\$0.90
08/13/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	276	\$0.05		\$13.80
08/13/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	315	\$0.05		\$15.75
08/13/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	2583	\$0.05		\$129.15
08/13/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	699	\$0.05		\$34.95
08/13/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	363	\$0.05		\$18.15
08/21/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	106	\$0.05		\$5.30
08/27/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 8/8/19-8/22/19	1	\$36.04		\$36.04
08/27/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 8/8/19-8/22/19	1	\$86.45		\$86.45
08/29/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	566	\$0.05		\$28.30
08/29/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	153	\$0.05		\$7.65
08/29/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	39	\$0.05		\$1.95
08/29/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	205	\$0.05		\$10.25
08/31/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 8/9/19-8/20/19	1	\$35.96		\$35.96
08/31/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 8/1/19-8/31/19	1	\$320.00		\$320.00
08/31/2019 E102 - Outside Printing	Outside printing PSNH Company copies of rate case filing	1	\$1,333.35		\$1,333.35
08/31/2019 E102 - Outside Printing	Outside printing witness materials	1	\$1,627.86		\$1,627.86
08/31/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 8/22/19-8/27/19	1	\$59.89		\$59.89

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 60408
Date of Invoice: 11/14/2019
Billing Period: 09/01/2019 - 09/30/2019
Date Posted: 11/14/2019
Invoice Description/Comment:

Amount Approved

Approved Total **\$47,481.31**
Invoice Currency: **USD**
Date Approved: 12/10/2019
Final Approver: Bob Bersak
Approved Fees \$47,418.00
Approved Expenses \$63.31
Approved Total (excl. Tax) \$47,481.31
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$47,481.31	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$47,481.31**
Invoice Currency: USD
Billed Fees \$47,418.00
Billed Expenses \$63.31
Billed Total (excl. Tax) \$47,481.31

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	11/14/2019	\$47,481.31	
Bob Bersak	Approved	12/10/2019	\$47,481.31	
Serengeti Administrator	AP Batch Run	12/11/2019	\$47,481.31	Batch ID: 001001366 (Sent to AP: 12/11/2019 6:01:19 AM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 60408.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

REDACTED

		DE 19-057									
		Exhibit 78 Part 2									
Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Exhibit	Rate	Pay	%	Amount
09/01/2019 -		Review, draft and edit responses to OCA and STAFF discovery on GTEP, merger costs and AWR. Communication on same with J. Moreira, D. Horton et al for review and sign off.	Kimball, Cheryl M.								\$1,260.00
09/02/2019 -		Review, draft and edit discovery responses and prepare material for tech session prep with witnesses. Communication with team on draft responses and strategy for responding.	Kimball, Cheryl M.								\$1,995.00
09/03/2019 -		Prepare for and participate on conference call with D. Horton regarding discovery status. Review and edit discovery. Prepare for and participate in witness prep session for PSNH tech session.	Kimball, Cheryl M.								\$2,590.00
09/03/2019 -		Participate on conference call regarding PSNH discovery responses and MOU meters.	Calitri, Jameson L.								\$161.00
09/03/2019 -		Prepare witness materials in DE 19-057.	Granville, Janea M.								\$130.00
09/03/2019 -		Prepare for and participate in daily discovery call. Conduct on-site witness preparation for upcoming technical session in PSNH rate case.	Campbell, Matthew C.								\$2,268.00
09/03/2019 -		Review discovery responses and update discovery log.	Calitri, Jameson L.								\$184.00
09/04/2019 -		Prepare for and participate in witness prep meeting for technical sessions on depreciation and merger costs. Attend to follow up issues.	Venora, Daniel P.								\$1,232.00
09/04/2019 -		Prepare for and participate in witness prep session for PSNH tech session. Review and edit discovery and discuss with D. Horton.	Kimball, Cheryl M.								\$2,205.00
09/04/2019 -		Prepare for and participate in on-site witness preparation for upcoming technical session in PSNH rate case. Conduct legal research on merger savings discovery responses provided in NSTAR Gas and CL&P rate cases.	Campbell, Matthew C.								\$1,904.00
09/04/2019 -		Review discovery responses and update discovery log.	Calitri, Jameson L.								\$276.00
09/04/2019 -		Prepare for and participate in witness prep sessions. Attend to follow up issues. Review and edit discovery responses.	Venora, Daniel P.								\$3,276.00
09/05/2019 -		Update discovery log and create updated witness book for P. Conner.	Calitri, Jameson L.								\$667.00
09/05/2019 -		Prepare for and attend PUC technical session. Attend to follow up issues. Review and edit discovery responses.	Venora, Daniel P.								\$3,220.00
09/05/2019 -		Prepare, review, and finalize AMR discovery binder for Company witness P. Conner.	Campbell, Matthew C.								\$196.00
09/05/2019 -		Prepare documents for filing in PSNH rate case.	Moriarty, Ryan J.								\$220.00
09/05/2019 -		Prepare for and participate in prep session at NHPUC for PSNH rate case. Prepare AMR talking points for P. Conner and discuss same.	Kimball, Cheryl M.								\$2,870.00
09/06/2019 -		Prepare for and participate in prep session at NHPUC for PSNH rate case. Review PSNH response to Motion to Compel. Discuss gas supply issues with E. Karanian. Review gas supply materials.	Kimball, Cheryl M.								\$2,905.00
09/06/2019 -		Research and create confidential discovery list.	Calitri, Jameson L.								\$207.00

09/06/2019 -	Prepare for and attend PUC technical session. Attend to follow up issues. Review and edit discovery responses.	Venora, Daniel P.	DE 19-057 Exhibit 73 Part 2	\$2,296.00
09/09/2019 -	Review and edit discovery responses. Address follow-up questions from technical session. Correspondence with J. Ullram and others.	Venora, Daniel P.		\$392.00
09/09/2019 -	Research regarding discovery and update discovery log.	Calitri, Jameson L.		\$207.00
09/09/2019 -	Participate on conference call to discuss strategy for tech session questions.	Kimball, Cheryl M.		\$385.00
09/11/2019 -	Review and comment on discovery responses. Review new discovery set issued by OCA. Compare and update lists of confidential attachments.	Venora, Daniel P.		\$364.00
09/11/2019 -	Update discovery log. Research and audit discovery log for missing responses. Update list of confidential discovery responses.	Calitri, Jameson L.		\$736.00
09/16/2019 -	Conference call with D. Horton and others on case strategy. Conference call with core team on OCA data request Set 7.	Venora, Daniel P.		\$364.00
09/16/2019 -	Review draft filings for NHPUC.	Kimball, Cheryl M.		\$245.00
09/16/2019 -	Prepare for and participate in conference call to discuss information requests in OCA Set 7.	Campbell, Matthew C.		\$168.00
09/17/2019 -	Review and edit discovery filing for NHPUC.	Kimball, Cheryl M.		\$280.00
09/17/2019 -	Review and edit discovery responses.	Venora, Daniel P.		\$448.00
09/18/2019 -	Review, edit and approve discovery responses to OCA Set 7.	Campbell, Matthew C.		\$252.00
09/19/2019 -	Review and edit discovery responses.	Venora, Daniel P.		\$756.00
09/19/2019 -	Review, edit, and approve discovery responses for PSNH rate case.	Campbell, Matthew C.		\$364.00
09/19/2019 -	Review and edit responses to discovery.	Kimball, Cheryl M.		\$280.00
09/19/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.		\$184.00
09/20/2019 -	Review and edit discovery responses. Review staff Sets 11 and 12. Confer with E. Davis and A. Nieto on corrections to MCOS.	Venora, Daniel P.		\$1,064.00
09/20/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.		\$736.00
09/23/2019 -	Review and edit discovery responses. Conference call with core team on Staff Sets 11 and 12.	Venora, Daniel P.		\$868.00
09/23/2019 -	Prepare for and participate in conference call to discuss PSNH discovery responses.	Campbell, Matthew C.		\$112.00

09/23/2019 -	Prepare for and participate on conference call regarding OCA Set 7 strategy. Review and edit discovery responses.	Kimball, Cheryl M.			
09/24/2019 -	Prepare for and participate on conference call regarding OCA Set 7 strategy. Participate on conference call regarding STAFF 11 & 12th Sets. Review and edit discovery responses.	Kimball, Cheryl M.			\$910.00
09/24/2019 -	Review, edit and sign-off on responses to PSNH discovery.	Campbell, Matthew C.			\$224.00
09/24/2019 -	Prepare for and participate in conference call regarding PSNH discovery responses.	Campbell, Matthew C.			\$112.00
09/24/2019 -	Conference calls with core team on discovery status. Review, draft and edit discovery responses.	Venora, Daniel P.			\$1,456.00
09/25/2019 -	Review and edit discovery responses. Correspondence on same. (OCA Set 7 and Set 2).	Kimball, Cheryl M.			\$980.00
09/25/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.			\$299.00
09/25/2019 -	Prepare discovery responses and attachments. Review and edit discovery responses. Review filing package.	Venora, Daniel P.			\$644.00
09/26/2019 -	Review and edit discovery responses.	Venora, Daniel P.			\$448.00
09/26/2019 -	Review and edit discovery responses to OCA sets.	Kimball, Cheryl M.			\$805.00
09/27/2019 -	Review and edit discovery responses.	Venora, Daniel P.			\$336.00
09/30/2019 -	Prepare for and participate in conference call regarding PSNH case strategy.	Campbell, Matthew C.			\$224.00
09/30/2019 -	Conference call with J. Moreira and others on case strategy. Review, edit and draft discovery responses.	Venora, Daniel P.			\$756.00
09/30/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.			\$207.00
09/30/2019 -	Review and edit discovery on merger cost recovery. (STAFF 11 & 12). Review drafts for filing (OCA). Correspondence on same.	Kimball, Cheryl M.			\$980.00
09/01/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.		208	\$0.05	\$10.40
09/05/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.		85	\$0.05	\$4.25
09/30/2019 E124 - Other	Filing Materials 8/1/19-8/31/19, 1 5-inch binder		1	\$25.86	\$25.86
09/30/2019 E124 - Other	Filing Materials 8/1/19-8/31/19, 1 1-inch binder		1	\$2.05	\$2.05
09/30/2019 E124 - Other	Filing Materials 9/1/19-9/30/19, 15 index tabs		1	\$1.38	\$1.38
09/30/2019 E124 - Other	Filing Materials 8/1/19-8/31/19, 160 index tabs		1	\$14.72	\$14.72
09/30/2019 E124 - Other	Filing Materials 8/1/19-8/31/19, 6 manila envelopes		1	\$1.32	\$1.32
09/30/2019 E124 - Other	Filing Materials 8/1/19-8/31/19, 2 10x13 plastic envelopes		1	\$1.34	\$1.34
09/30/2019 E124 - Other	Filing Materials 9/1/19-9/30/19, 1 1-inch binder		1	\$1.99	\$1.99

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 60502
Date of Invoice: 11/25/2019
Billing Period: 10/01/2019 - 10/31/2019
Date Posted: 11/25/2019
Invoice Description/Comment:

Amount Approved

Approved Total **\$54,301.22**
Invoice Currency: **USD**
Date Approved: 12/10/2019
Final Approver: Bob Bersak
Approved Fees \$53,892.00
Approved Expenses \$409.22
Approved Total (excl. Tax) \$54,301.22
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$54,301.22	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$54,301.22**
Invoice Currency: USD
Billed Fees \$53,892.00
Billed Expenses \$409.22
Billed Total (excl. Tax) \$54,301.22

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	11/25/2019	\$54,301.22	
Bob Bersak	Approved	12/10/2019	\$54,301.22	
Serengeti Administrator	AP Batch Run	12/11/2019	\$54,301.22	Batch ID: 001001366 (Sent to AP: 12/11/2019 6:01:19 AM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 60502.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

REDACTED

		DE 19-057 Exhibit 78 Part 2									
<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Exhibit</u>	<u>Rate</u>	<u>Pay</u>	<u>Type</u>	<u>Amount</u>
10/01/2019 -		Review discovery responses and update discovery log.	Calitri, Jameson L.								\$276.00
10/01/2019 -		Review and edit discovery on STAFF 11th and 12th set.	Kimball, Cheryl M.								\$245.00
10/01/2019 -		Conference call with T. Dixon and others on discovery related to merger costs. Conference call with core team on discovery status.	Venora, Daniel P.								\$308.00
10/02/2019 -		Draft, review and edit discovery responses.	Venora, Daniel P.								\$1,932.00
10/02/2019 -		Research on consultants used by Eversource affiliates in recent prior rate cases.	Calitri, Jameson L.								\$529.00
10/02/2019 -		Review and edit discovery on STAFF 11th and 12th set.	Kimball, Cheryl M.								\$280.00
10/02/2019 -		Prepare for and participate in conference call to discuss discovery responses and strategy.	Campbell, Matthew C.								\$168.00
10/03/2019 -		Review and edit discovery on STAFF 11th and 12th set.	Kimball, Cheryl M.								\$630.00
10/03/2019 -		Prepare for and participate in conference call to discuss outstanding discovery requests. Conduct research regarding merger cost savings filings with DPU. Draft correspondence to Department of Public Utilities regarding posting merger savings report.	Campbell, Matthew C.								\$728.00
10/03/2019 -		Prepare, review and edit discovery responses. Research on recovery of rate case expense.	Venora, Daniel P.								\$1,092.00
10/03/2019 -		Research and create matrix of consultants used by Eversource affiliates in recent prior rate cases and the amount affiliates asked for rate case expenses and the amount allowed. Review discovery responses and update discovery log.	Calitri, Jameson L.								\$598.00
10/04/2019 -		Review and edit discovery responses.	Venora, Daniel P.								\$476.00
10/04/2019 -		Review and edit discovery responses. Research and correspondence on same. Review standard for merger-cost recovery to draft discovery response.	Kimball, Cheryl M.								\$1,120.00
10/04/2019 -		Prepare for and participate in conference call with PSNH rate case team to discuss discovery. Review and sign-off on discovery responses.	Campbell, Matthew C.								\$168.00
10/06/2019 -		Review and edit discovery responses. Assist in researching materials and drafting responses on merger cost recovery.	Venora, Daniel P.								\$756.00
10/07/2019 -		Draft, review and edit responses. Conference calls with core team on strategy and discovery status.	Venora, Daniel P.								\$1,736.00
10/07/2019 -		Review discovery responses and update discovery log.	Calitri, Jameson L.								\$621.00

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10/07/2019 -	Prepare for and participate in conference call to discuss rate case strategy. Participate in conference call to discuss PSNH rate case discovery. Draft correspondence to H. Altobello regarding Massachusetts merger cost filing.	Campbell, Matthew C.	
10/08/2019 -	Review and edit discovery. Correspondence with B. Bannon on strategy for merger-cost recovery responses.	Kimball, Cheryl M.	\$420.00
10/08/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.	\$184.00
10/08/2019 -	Prepare for and participate in PSNH conference call to discuss open discovery questions. Review, edit and sign-off on PSNH discovery responses.	Campbell, Matthew C.	\$532.00
10/08/2019 -	Conference call with core team on discovery status. Review, draft and edit discovery responses. Review filing package.	Venora, Daniel P.	\$728.00
10/09/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.	\$92.00
10/09/2019 -	Prepare, review and edit discovery responses.	Venora, Daniel P.	\$532.00
10/09/2019 -	Review and edit discovery. Correspondence on same.	Kimball, Cheryl M.	\$385.00
10/10/2019 -	Review and edit discovery responses. Conference call with core team on discovery status. Review new Staff discovery set.	Venora, Daniel P.	\$476.00
10/10/2019 -	Prepare for and participate in conference call to review outstanding discovery responses in PSNH rate case.	Campbell, Matthew C.	\$112.00
10/10/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.	\$184.00
10/10/2019 -	Discussion and correspondence on strategy for overcoming staff issues on consolidated tax returns with D. Horton.	Kimball, Cheryl M.	\$245.00
10/11/2019 -	Plan and prepare for technical session. Review new discovery sets.	Venora, Daniel P.	\$504.00
10/11/2019 -	Review discovery responses and update discovery log and calendar important schedule dates.	Calitri, Jameson L.	\$322.00
10/14/2019 -	Review Staff discovery requests and confer with A. Nicto on confidentiality issues.	Venora, Daniel P.	\$196.00
10/15/2019 -	Review discovery responses and update discovery log.	Calitri, Jameson L.	\$874.00
10/15/2019 -	Prepare for and participate in conference call to discuss PSNH discovery.	Campbell, Matthew C.	\$168.00
10/15/2019 -	Conference call with core team on discovery status. Review and summarize topics of new discovery sets. Review discovery responses.	Venora, Daniel P.	\$728.00

10/16/2019 -	Review and edit discovery responses. Conference call with core team on drafting assignments.	Venora, Daniel P.	
10/16/2019 -	Correspondence on staff complaint regarding consolidated tax return.	Kimball, Cheryl M.	\$280.00
10/17/2019 -	Prepare for and participate in conference call regarding PSNH technical sessions. Prepare witness preparation materials for upcoming technical sessions.	Campbell, Matthew C.	\$532.00
10/17/2019 -	Review and edit discovery responses. Conference calls with core team on discovery status and preparation for technical sessions. Review and comment on response to Staff letter. Prepare for technical sessions.	Venora, Daniel P.	\$924.00
10/17/2019 -	Prepare documents for witness preparations in PSNH rate case.	Moriarty, Ryan J	\$66.00
10/17/2019 -	Participate on conference call on technical session coordination. Review discovery responses and testimony to prepare material for technical session witness books. Review discovery responses and update discovery log.	Calitri, Jameson L.	\$1,334.00
10/17/2019 -	Participate on conference call regarding preparation for tech session with D. Horton. Conference call to discuss witness prep materials for tech session.	Kimball, Cheryl M.	\$595.00
10/18/2019 -	Prepare documents for witness preparations in PSNH rate case.	Moriarty, Ryan J	\$319.00
10/18/2019 -	Prepare witness materials for DE 19-057.	O'Connor, Mary E	\$638.00
10/18/2019 -	Prepare for and participate in conference call on PSNH rate case discovery. Prepare and convey witness preparation materials for PSNH rate case.	Campbell, Matthew C.	\$756.00
10/18/2019 -	Prepare discovery in Docket No. 19-057.	Granville, Janea M.	\$33.00
10/18/2019 -	Compile files for witness books for technical session.	Calitri, Jameson L.	\$644.00
10/18/2019 -	Participate on conference call to discuss strategy for producing consolidated tax return. Discuss same with D. Horton.	Kimball, Cheryl M.	\$245.00
10/18/2019 -	Prepare discovery responses and attachments. Review and edit discovery responses. Conference calls with core team on discovery issues.	Venora, Daniel P.	\$1,316.00
10/19/2019 -	Draft, edit and review discovery responses.	Venora, Daniel P.	\$364.00
10/21/2019 -	Prepare documents for filing in PSNH rate case.	Moriarty, Ryan J	\$88.00
10/21/2019 -	Participate on conference call to discuss strategy for providing Consolidated Tax Return to NHPUC.	Kimball, Cheryl M.	\$280.00
10/21/2019 -	Conference call with D. Horton and others on regulatory strategy. Review and edit discovery responses.	Venora, Daniel P.	\$672.00

10/21/2019 -	Prepare witness materials for DE 19-057.	O'Connor, Mary E.	\$748.00
10/22/2019 -	Review and edit discovery responses.	Venora, Daniel P.	\$476.00
10/22/2019 -	Prepare for and participate in conference call regarding PSNH discovery responses. Prepare for and participate in conference call regarding GTEP proposal.	Campbell, Matthew C.	\$364.00
10/22/2019 -	Prepare witness materials for DE 19-057.	O'Connor, Mary E.	\$792.00
10/22/2019 -	Compile files for witness books for technical session. Review and edit discovery responses.	Calitri, Jameson L.	\$828.00
10/22/2019 -	Participate on conference call with J. Purington et al to develop strategy for response to discovery. Review, edit and draft discovery responses.	Kimball, Cheryl M.	\$980.00
10/23/2019 -	Compile files for witness books for technical session. Review and edit discovery responses. Create matrix of open responses with approvers.	Calitri, Jameson L.	\$713.00
10/23/2019 -	Conduct witness preparation for upcoming technical session in PSNH rate case.	Campbell, Matthew C.	\$1,176.00
10/23/2019 -	Review and edit discovery responses. Correspondence with D. Horton.	Venora, Daniel P.	\$392.00
10/23/2019 -	Prepare for and participate in witness prep for PSNH tech sessions with J. Purington et al. Prepare for and participate in witness prep for customer issues. Review and edit discovery responses.	Kimball, Cheryl M.	\$1,540.00
10/24/2019 -	Review and edit discovery responses.	Venora, Daniel P.	\$392.00
10/24/2019 -	Prepare for and participate in conference call to discuss PSNH discovery. Coordinate production of witness preparation materials.	Campbell, Matthew C.	\$448.00
10/24/2019 -	Participate on conference call regarding witness books for technical session. Compile files for witness books for Davis and Nieto. Review and revise discovery responses.	Calitri, Jameson L.	\$598.00
10/24/2019 -	Review, edit and draft responses to discovery to prepare for tech session. Correspondence on same.	Kimball, Cheryl M.	\$840.00
10/25/2019 -	Review and prepare materials for technical session.	Calitri, Jameson L.	\$1,081.00
10/25/2019 -	Prepare for and participate on conference call regarding AMR strategy for cost recovery in rate case. Participate on conference call regarding Tech Sessions with D. Horton. Review and edit discovery responses.	Kimball, Cheryl M.	\$1,155.00
10/25/2019 -	Prepare for and participate in conference call to discuss witness preparation on ROE issues. Prepare for and participate in conference call on AMR issues raised by OCA. Prepare witness preparation materials for technical sessions.	Campbell, Matthew C.	\$1,008.00

10/25/2019 -	Review and edit discovery responses. Correspondence with M. Lemenager.	Venora, Daniel P.		\$448.00
10/25/2019 -	Prepare and file materials in DE 19-057.	Molter, Kylie A.		\$341.00
10/25/2019 -	Prepare witness materials for technical session in DE 19-057.	Mahoney, Kerri A.		\$276.00
10/28/2019 -	Prepare for and attend technical session at NH PUC. Attend to follow up issues.	Venora, Daniel P.		\$2,744.00
10/28/2019 -	Prepare for and participate on Technical Sessions on rate case issues with OCA and NHPUC staff.	Kimball, Cheryl M.		\$2,590.00
10/29/2019 -	Prepare for and attend technical session at NH PUC. Attend to follow up issues. Review and edit list of tech session questions.	Venora, Daniel P.		\$2,436.00
10/29/2019 -	Prepare for and participate on Technical Sessions on rate case issues with OCA and NHPUC staff.	Kimball, Cheryl M.		\$2,555.00
10/31/2019 -	Conference call with core team on discovery status. Review and edit discovery responses.	Venora, Daniel P.		\$364.00
10/31/2019 -	Prepare for and participate in call to discuss discovery in PSNH rate case.	Campbell, Matthew C.		\$196.00
10/17/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	8	\$0.05	\$0.40
10/18/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	87	\$0.05	\$4.35
10/21/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	7	\$0.05	\$0.35
10/23/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	16	\$0.05	\$0.80
10/25/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	466	\$0.05	\$23.30
10/25/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	282	\$0.05	\$14.10
10/25/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	270	\$0.05	\$13.50
10/25/2019 E101 - Copying	Copying Copies for documents filed with NHPUC.	128	\$0.05	\$6.40
10/31/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 10/1/19-10/31/19, Fly Over the City courier	1	\$80.00	\$80.00
10/31/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 10/16/19-10/21/19 (Mercury Express Delivery)	1	\$31.98	\$31.98
10/31/2019 E107 - Delivery Services/Messengers	Delivery services/messengers 10/22/19-10/29/19 overnight delivery (Mercury Shipping)	1	\$231.83	\$231.83
10/31/2019 E124 - Other	Filing Materials 1 manila envelopes	1	\$0.22	\$0.22
10/31/2019 E124 - Other	Filing Materials 1 1-inch binder	1	\$1.99	\$1.99

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 60595
Date of Invoice: 12/09/2019
Billing Period: 10/05/2019 - 11/27/2019
Date Posted: 12/09/2019
Invoice Description/Comment:

Amount Approved

Approved Total **\$14,970.00**
Invoice Currency: **USD**
Date Approved: 12/10/2019
Final Approver: Bob Bersak
Approved Fees \$14,963.00
Approved Expenses \$7.00
Approved Total (excl. Tax) \$14,970.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$14,970.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$14,970.00**
Invoice Currency: USD
Billed Fees \$14,963.00
Billed Expenses \$7.00
Billed Total (excl. Tax) \$14,970.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	12/09/2019	\$14,970.00	
Bob Bersak	Approved	12/10/2019	\$14,970.00	
Serengeti Administrator	AP Batch Run	12/11/2019	\$14,970.00	Batch ID: 001001366 (Sent to AP: 12/11/2019 6:01:19 AM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 60595.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

REDACTED

DE 19-057													
Date	Description	Narrative	Timekeeper	Units	Rate	Adjusted	Exhibit	73	Part	2	Page	%	Amount
10/05/2019 -		Research, draft and edit response to discovery on merger-cost recovery.	Kimball, Cheryl M.										\$805.00
10/07/2019 -		Prepare for and participate on conference call regarding STAFF Set 12 questions on merger cost recovery. Review and edit discovery.	Kimball, Cheryl M.										\$490.00
11/01/2019 -		Prepare for and participate in PSNH Rate case discovery call.	Campbell, Matthew C.										\$112.00
11/01/2019 -		Prepare for and participate on conference call regarding PSNH PUC Audit question.	Kimball, Cheryl M.										\$245.00
11/01/2019 -		Conference call with core team on discovery status. Attend to follow up issues.	Venora, Daniel P.										\$168.00
11/04/2019 -		Prepare for and participate in conference call to discuss PSNH Rate case strategy. Prepare for and participate in conference call to discuss PSNH Rate Case discovery responses.	Campbell, Matthew C.										\$224.00
11/04/2019 -		Conference call with core team on discovery status. Review staff discovery set. Review cost of service update.	Venora, Daniel P.										\$196.00
11/04/2019 -		Prepare for and participate on PSNH check-in call with D. Horton.	Kimball, Cheryl M.										\$245.00
11/05/2019 -		Review discovery responses, update discovery log and file updated revenue requirements.	Calitri, Jameson L.										\$253.00
11/05/2019 -		Draft, review and edit discovery responses. Correspondence with M. Lemenager.	Venora, Daniel P.										\$644.00
11/07/2019 -		Conference call with core team on case status. Review and edit discovery responses.	Venora, Daniel P.										\$392.00
11/08/2019 -		Conference call with core team on discovery status. Review and edit discovery responses.	Venora, Daniel P.										\$448.00
11/12/2019 -		Conference call with core team on discovery status. Review and edit discovery responses.	Venora, Daniel P.										\$504.00
11/13/2019 -		Prepare for and participate in conference call regarding discovery issues.	Campbell, Matthew C.										\$168.00
11/13/2019 -		Review and edit discovery responses.	Venora, Daniel P.										\$224.00
11/14/2019 -		Prepare for and participate in PSNH Discovery call. Review, edit, and sign-off on PSNH supplemental (Technical Session) discovery responses.	Campbell, Matthew C.										\$392.00
11/14/2019 -		Conference call with core team on discovery status. Review discovery responses.	Venora, Daniel P.										\$224.00
11/14/2019 -		Review discovery responses and update discovery log.	Calitri, Jameson L.										\$322.00
11/14/2019 -		Review discovery package for M. Lemenager. Review and edit discovery.	Kimball, Cheryl M.										\$245.00
11/15/2019 -		Conference call with core team on discovery status. Review and edit discovery responses. Review filing packages for sign off.	Venora, Daniel P.										\$448.00
000509													

11/15/2019 -	Review and edit discovery on PSNH rate case. Participate on conference call with E. Menard and Kimball, J. Purington regarding capital additions.	Cheryl M.	
11/15/2019 -	Review discovery response and update discovery log.	Calitri, Jameson L.	\$368.00
11/18/2019 -	Review and edit discovery responses. Review package for filing and coordinate changes for filing.	Kimball, Cheryl M.	\$420.00
11/18/2019 -	Review discovery response and update discovery log.	Calitri, Jameson L.	\$207.00
11/18/2019 -	Review and edit discovery responses. Conference call with core team on discovery status. Review filing package.	Venora, Daniel P.	\$504.00
11/19/2019 -	Conference call with core team on discovery status. Prepare, review and edit discovery responses.	Venora, Daniel P.	\$728.00
11/20/2019 -	Prepare for and participate on conference call regarding AMR issues.	Kimball, Cheryl M.	\$280.00
11/20/2019 -	Review and edit discovery responses.	Venora, Daniel P.	\$112.00
11/21/2019 -	Review and edit discovery. Correspondence with M. Lemenager on same. Review filing package.	Kimball, Cheryl M.	\$560.00
11/21/2019 -	Prepare for and participate in PSNH Rate Case call.	Campbell, Matthew C.	\$84.00
11/21/2019 -	Conference call with core team on discovery status. Review discovery responses. Correspondence with M. Leumenager.	Venora, Daniel P.	\$336.00
11/22/2019 -	Review and edit discovery responses. Conference call with core team on discovery status.	Venora, Daniel P.	\$224.00
11/22/2019 -	Review individual discovery responses and update discovery log.	Calitri, Jameson L.	\$713.00
11/25/2019 -	Review and edit discovery responses. Conference call with core team on discovery status.	Venora, Daniel P.	\$168.00
11/25/2019 -	Prepare for and participate on conference call regarding strategy and status of rate-case proceeding with D. Horton. Review and edit discovery.	Kimball, Cheryl M.	\$630.00
11/26/2019 -	Conduct research and draft response to discovery regarding PSNH's GTEP proposal and its relationship to grid modernization.	Campbell, Matthew C.	\$420.00
11/26/2019 -	Review and edit discovery responses for filing. Review draft filing. Correspondence on strategy for discovery.	Kimball, Cheryl M.	\$420.00
11/27/2019 -	Prepare for and participate in conference call regarding PSNH discovery responses.	Campbell, Matthew C.	\$196.00
11/27/2019 -	Conference call with core team on discovery status. Conference call on AMR issues.	Venora, Daniel P.	\$392.00
11/27/2019 -	Review individual discovery responses and update discovery log.	Calitri, Jameson L.	\$437.00

REDACTED

11/27/2019 - Participate on conference call with E. Menard, D. Horton et al on strategy for managing outstanding discovery responses.

Kimball,
Cheryl M.



DE 19-057
Exhibit 73 Part 2

\$245.00

11/26/2019 E101 - Copying Copying Copies for documents filed with the NHPUC.

140 \$0.05

\$7.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 60839
Date of Invoice: 02/24/2020
Billing Period: 12/02/2019 - 12/23/2019
Date Posted: 02/24/2020
Invoice Description/Comment:

Amount Approved

Approved Total **\$16,720.50**
Invoice Currency: **USD**
Date Approved: 02/25/2020
Final Approver: Bob Bersak
Approved Fees \$16,713.00
Approved Expenses \$7.50
Approved Total (excl. Tax) \$16,720.50
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$16,720.50	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$16,720.50
Invoice Currency:	USD
Billed Fees	\$16,713.00
Billed Expenses	\$7.50
Billed Total (excl. Tax)	\$16,720.50

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	02/24/2020	\$16,720.50	
Bob Bersak	Approved	02/25/2020	\$16,720.50	
Serengeti Administrator	AP Batch Run	02/25/2020	\$16,720.50	Batch ID: 001001402 (Sent to AP: 02/25/2020 7:01:18 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 60839.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

REDACTED

		DE 19-057 Exhibit 78 Part 2									
Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Exhibit	Rate	Pay	Type	Amount
12/02/2019 -		Participate in rate case check-in call with D. Horton and others. Review and edit discovery responses.	Venora, Daniel P.								\$336.00
12/02/2019 -		Review and edit discovery responses from Technical Session.	Kimball, Cheryl M.								\$245.00
12/03/2019 -		Review individual discovery responses and update discovery log.	Calitri, Jameson L.								\$138.00
12/03/2019 -		Prepare for and participate on conference call with Plant Accounting to figure out issues with PSNH meter retirements. Discussion with D. Horton on same. Review analysis for call.	Kimball, Cheryl M.								\$560.00
12/03/2019 -		Conference call with core team on discovery status. Research, draft and edit discovery responses. Conference call with D. Horton and others on meter assets accounting issue.	Venora, Daniel P.								\$1,316.00
12/03/2019 -		Prepare for and participate in conference call to discuss discovery in PSNH rate case. Review and edit discovery responses.	Campbell, Matthew C.								\$252.00
12/04/2019 -		Review and edit discovery responses. Correspondence with M. Lemenager.	Venora, Daniel P.								\$196.00
12/04/2019 -		Draft and edit response to PSNH discovery.	Campbell, Matthew C.								\$168.00
12/05/2019 -		Prepare for and participate on conference call to discuss revised deliverables for PSNH meter analysis.	Kimball, Cheryl M.								\$490.00
12/05/2019 -		Prepare for and participate in discovery call on PSNH discovery.	Campbell, Matthew C.								\$112.00
12/05/2019 -		Conference call with core team on discovery responses. Review case status regarding meter accounting issue. Review and edit discovery responses.	Venora, Daniel P.								\$224.00
12/06/2019 -		Review discovery status to address open issues. Correspondence with M. Lemenager. Review and edit discovery responses.	Venora, Daniel P.								\$308.00
12/06/2019 -		Review individual discovery responses and update discovery log.	Calitri, Jameson L.								\$184.00
12/09/2019 -		Prepare for and participate in conference call to discuss PSNH rate case strategy.	Campbell, Matthew C.								\$196.00
12/10/2019 -		Review individual discovery responses and update discovery log.	Calitri, Jameson L.								\$253.00
12/10/2019 -		Review issues on depreciation expense in PSNH rate case with D. Horton et al. Review draft filings for submission to NHPUC.	Kimball, Cheryl M.								\$490.00
12/16/2019 -		Review staff testimony in Liberty rate case for potential issues. Conference call with D. Horton and others on rate case strategy.	Venora, Daniel P.								\$588.00
12/18/2019 -		Review late interventions and potential Company responses. Review PUC order on AARP intervention.	Venora, Daniel P.								\$112.00

REDACTED

12/20/2019 -	Review and analyze OCA and staff testimonies. Prepare, review and edit summaries.	Venora, Daniel P.	DE 19-057 Exhibit 73 Part 2	\$1,568.00
12/20/2019 -	Review testimonies of Woolridge and Chattopadhyay. Draft summary of testimonies.	Frias, Steven		\$1,680.00
12/20/2019 -	Review and summarize intervenor testimony in PSNH rate case (DE 19-057).	Campbell, Matthew C.		\$644.00
12/20/2019 -	Review and summarize intervenor testimony in PSNH rate case.	Wagner, Ashley S.		\$322.00
12/20/2019 -	Review and summarize innervenor testimony (OCA Defever).	Calitri, Jameson L.		\$621.00
12/21/2019 -	Review intervenor and staff testimony in PSNH rate case.	Kimball, Cheryl M.		\$980.00
12/22/2019 -	Review and analyze staff and intervenor testimony. Prepare, review and edit summaries.	Venora, Daniel P.		\$644.00
12/22/2019 -	Read and summarize intervenor testimony.	Calitri, Jameson L.		\$322.00
12/23/2019 -	Review and summarize intervenor testimony in PSNH rate proceeding (DE 19-057). Prepare for and participate in conference call with PSNH rate case team to discuss intervenor testimony and discovery on intervenor testimony.	Campbell, Matthew C.		\$1,232.00
12/23/2019 -	Prepare for and participate in conference call with D. Horton and others on intervenor testimony. Prepare, review and edit summaries and distribute to clients.	Venora, Daniel P.		\$1,316.00
12/23/2019 -	Review intervenor testimony of A. Noonan on fee free and NewStart and prepare summary for the PSNH rate case.	Mahoney, Kerri A.		\$299.00
12/23/2019 -	Review and summarize intervenor testimony.	Calitri, Jameson L.		\$322.00
12/23/2019 -	Prepare for and participate on conference call with D. Horton et al. to review issues and strategy for addressing intervenor testimony. Review matrix from T. Dixon. Review testimonies to identify core issues and prepare for upcoming strategy calls.	Kimball, Cheryl M.		\$595.00
12/20/2019 E101 - Copying	Copying Copies for documents filed with the NHPUC.		150 \$0.05	\$7.50

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 60968
Date of Invoice: 03/25/2020
Billing Period: 01/01/2020 - 01/31/2020
Date Posted: 03/25/2020
Invoice Description/Comment:

Amount Approved

Approved Total **\$31,446.00**
Invoice Currency: **USD**
Date Approved: 04/08/2020
Final Approver: Bob Bersak
Approved Fees \$31,446.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$31,446.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$31,446.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$31,446.00**
Invoice Currency: USD
Billed Fees \$31,446.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$31,446.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	03/25/2020	\$31,446.00	
Bob Bersak	Approved	04/08/2020	\$31,446.00	
Serengeti Administrator	AP Batch Run	04/08/2020	\$31,446.00	Batch ID: 001001428 (Sent to AP: 04/08/2020 7:01:18 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 60968.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

Date	Description Narrative	Timekeeper	Units	Rate	Adjust	Exhibit	78	Part	2	Rate	%	Amount
01/01/2020 -	Review intervenor testimony on PSNH case and prepare outline of rebuttal issues and discovery questions	Kimball, Cheryl M.										\$840.00
01/02/2020 -	Prepare for and participate in conference calls on rebuttal strategy (AMR, Customer, VM, Capital). Prepare discovery questions on intervenor testimony. Prepare rebuttal matrices.	Venora, Daniel P.										\$2,044.00
01/03/2020 -	Prepare for and participate on conference call to discuss strategy for issues on rate design, revenue decoupling and rate mechanisms with PSNH Project Team. Review and prepare discovery questions. Review capital projects process from E. Menard to prepare questions and rebuttal.	Kimball, Cheryl M.										\$1,260.00
01/03/2020 -	Prepare for and participate in conference calls on rebuttal strategy (ROE, Rates, Revenue Requirement). Prepare discovery questions on intervenor testimony. Prepare rebuttal matrices.	Venora, Daniel P.										\$1,596.00
01/04/2020 -	Review correspondence and analysis on vegetation management results from B. Van Dam. Research impact of ETT for rebuttal testimony. Prepare discovery questions for issuance.	Kimball, Cheryl M.										\$735.00
01/05/2020 -	Review and edit questions from Project Team to issue in discovery for PSNH rate case.	Kimball, Cheryl M.										\$245.00
01/06/2020 -	Prepare discovery questions. Conference call and correspondence with T. Dixon.	Venora, Daniel P.										\$196.00
01/07/2020 -	Prepare discovery questions on staff and intervenor testimony. Attention to OCA filing. Conference call on EV issues.	Venora, Daniel P.										\$364.00
01/08/2020 -	Prepare, review and revise discovery questions on staff and intervenor testimony.	Venora, Daniel P.										\$812.00
01/08/2020 -	Review and prepare discovery questions for STAFF and OCA testimony.	Kimball, Cheryl M.										\$280.00
01/09/2020 -	Prepare final draft of discovery requests on STAFF and OCA testimony.	Kimball, Cheryl M.										\$245.00
01/09/2020 -	Prepare, review and revise discovery questions on staff and intervenor testimony.	Venora, Daniel P.										\$1,316.00
01/10/2020 -	Prepare discovery sets on staff and intervenor testimony for filing. Conference call with T. Dixon.	Venora, Daniel P.										\$1,064.00
01/10/2020 -	Prepare discovery to STAFF and OCA.	Kimball, Cheryl M.										\$140.00
01/13/2020 -	Prepare discovery sets on staff and intervenor testimony. Correspondence with E. Davis and others.	Venora, Daniel P.										\$1,708.00
01/13/2020 -	Review final drafts of discovery questions on STAFF and OCA for filing.	Kimball, Cheryl M.										\$210.00
01/14/2020 -	Prepare discovery questions on STAFF and OCA. Discussion with J. Purington on same.	Kimball, Cheryl M.										\$385.00
01/14/2020 -	Save Company information requests to staff, OCA and Walmart, and update discovery log.	Calitri, Jameson L.										\$299.00
01/14/2020 -	Prepare discovery questions for staff and intervenor witnesses.	Venora, Daniel P.										\$392.00

01/15/2020 -	Prepare for and participate in strategy sessions for PSNH rate case on testimony, rebuttal and settlement. Review final sets of questions.	Kimball, Cheryl M.	
01/15/2020 -	Prepare discovery questions for staff and intervenor witnesses. Conference call with core team on discovery and rebuttal strategy. Conference call with E. Davis and others. Review and edit discovery questions to address client comments.	Venora, Daniel P.	\$1,736.00
01/16/2020 -	Update and edit discovery sets to address Company comments. Prepare discovery sets for filing.	Venora, Daniel P.	\$2,408.00
01/16/2020 -	Review questions for discovery on STAFF and OCA testimony.	Kimball, Cheryl M.	\$245.00
01/17/2020 -	Update and edit discovery sets to address Company comments. Prepare discovery sets for filing. Conference call with core team to finalize discovery sets and strategy. Attend to follow up issues for rebuttal testimony.	Venora, Daniel P.	\$1,624.00
01/17/2020 -	Review discovery requests for filing at NHPUC.	Kimball, Cheryl M.	\$140.00
01/18/2020 -	Review and organize materials for rebuttal testimony.	Venora, Daniel P.	\$364.00
01/18/2020 -	Review all discovery on AMR/AMI for preparation of rebuttal testimony. Prepare list of needed items for P. Conner for rebuttal testimony. Correspondence on same. Review J. Dudley testimony in detail to prepare for rebuttal. Review Alvarez testimony in detail.	Kimball, Cheryl M.	\$1,505.00
01/20/2020 -	Prepare and organize materials for rebuttal testimony.	Venora, Daniel P.	\$448.00
01/20/2020 -	Discussion and correspondence with P. Conner and B. Overton on AMI/AMR testimony.	Kimball, Cheryl M.	\$455.00
01/21/2020 -	Save AMR and AMI responses related to cost and justification in separate discovery folder.	Calitri, Jameson L.	\$207.00
01/21/2020 -	Review OCA objection and attend to follow-up issues to discovery set filings. Prepare materials for rebuttal testimony.	Venora, Daniel P.	\$308.00
01/22/2020 -	Prepare for and participate on conference call with vegetation management team to discuss strategy for rebuttal testimony and associated analyses.	Kimball, Cheryl M.	\$245.00
01/22/2020 -	Review and assess Company position on OCA and staff objections. Work on materials for rebuttal testimony. Conference call with core team on VM issues for rebuttal.	Venora, Daniel P.	\$644.00
01/23/2020 -	Review discovery responses and objection by Walmart. Plan and prepare for tech sessions and rebuttal testimony.	Venora, Daniel P.	\$392.00
01/24/2020 -	Plan and prepare for tech sessions and rebuttal testimony. Review staff request for clarification and annotate discovery sets with additional information.	Venora, Daniel P.	\$1,036.00
01/27/2020 -	Conference call on LCIRP issues in staff testimony. Attend to follow up issues on Company discovery sets.	Venora, Daniel P.	\$392.00
01/28/2020 -	Plan for technical sessions and rebuttal testimony. Prepare materials for rebuttal testimony.	Venora, Daniel P.	\$392.00
01/29/2020 -	Save responses to PSNH IRs and update discovery log.	Calitri, Jameson L.	\$138.00

REDACTED

01/29/2020 -	Conference call and correspondence with T. Dixon on rebuttal testimony.	Venora, Daniel P.	DE 19-057 Exhibit 73 Part 2	\$112.00
01/30/2020 -	Save staff responses to Company IRs and update discovery log.	Calitri, Jameson L.		\$391.00
01/30/2020 -	Conference call with T. Dixon on rebuttal and settlement strategy. Prepare work plan for rebuttal testimony. Prepare for technical sessions.	Venora, Daniel P.		\$560.00
01/31/2020 -	Prepare for and participate in conference call to discuss settlement negotiations in PSNH rate case (DE 19-057). Review and organize staff responses to PSNH's discovery questions for PSNH rebuttal testimony.	Campbell, Matthew C.		\$532.00
01/31/2020 -	Prepare for and participate in conference calls regarding PSNH rebuttal testimony in DE 19-057.	Winter, Danielle C.		\$364.00
01/31/2020 -	Prepare work plan for rebuttal testimony. Review staff and OCA discovery responses. Conference calls and correspondence with core team on rebuttal and tech session strategy.	Venora, Daniel P.		\$1,232.00
01/31/2020 -	Prepare documents for filing in DE 19-057.	Moriarty, Ryan J		\$220.00
01/31/2020 -	Preparation for meeting with Staff on settlement issues with D. Horton. Review information from B. Overton on AMI costs and concepts.	Kimball, Cheryl M.		\$455.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 61076
Date of Invoice: 04/09/2020
Billing Period: 02/01/2020 - 02/29/2020
Date Posted: 04/10/2020
Invoice Description/Comment:

Amount Approved

Approved Total \$61,901.63

Invoice Currency: USD

Date Approved: 04/10/2020
Final Approver: Matthew Fossum
Approved Fees \$61,819.00
Approved Expenses \$82.63
Approved Total (excl. Tax) \$61,901.63
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$61,901.63	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$61,901.63**
Invoice Currency: USD
Billed Fees \$61,819.00
Billed Expenses \$82.63
Billed Total (excl. Tax) \$61,901.63

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	04/10/2020	\$61,901.63	
Matthew Fossum	Approved	04/10/2020	\$61,901.63	
Serengeti Administrator	AP Batch Run	04/10/2020	\$61,901.63	Batch ID: 001001430 (Sent to AP: 04/10/2020 7:01:23 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 61076.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

DE 19-057										Exhibit 78 Part 2	
Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Exhibit	Rate	Pay type	%	Amount
02/01/2020 -		Review intervenor testimony and prepare rebuttal matrix for vegetation management testimony in DE 19-057.	Winter, Danielle C.								\$1,512.00
02/01/2020 -		Review materials produced by B. Overton for AMI rebuttal and correspond with B.Overton and P. Conner on same. Discuss work plan with D. Horton.	Kimball, Cheryl M.								\$560.00
02/01/2020 -		Work on rebuttal testimony strategy and materials.	Venora, Daniel P.								\$308.00
02/01/2020 -		Review direct testimonies of New Hampshire PUC staff and draft matrix summarizing arguments and identifying factual support needed from Company for rebuttal.	Campbell, Matthew C.								\$952.00
02/02/2020 -		Review and edit matrices outlining intervenor testimony to prepare for tech session and rebuttal. Prepare for meeting to discuss plan for rebuttal.	Kimball, Cheryl M.								\$805.00
02/02/2020 -		Review direct testimonies of PUC staff, summarize arguments, and identify factual support needed from the Company for rebuttal.	Campbell, Matthew C.								\$1,092.00
02/03/2020 -		Prepare for and participate on prep call with D. Horton et al for NHPUC session. Prepare for and participate in prep session meeting for tech sessions on rate case. Prepare questions for Staff. Review strategy for sessions. Prepare for and participate on conference call with P. Conner on AMI.	Kimball, Cheryl M.								\$1,855.00
02/03/2020 -		Review discovery responses and scope issues for rebuttal testimony. Conference call/meeting with core team on rebuttal testimony and prep for technical session.	Venora, Daniel P.								\$1,792.00
02/03/2020 -		Prepare for and participate in conference call with PSNH team to discuss rebuttal testimony.	Campbell, Matthew C.								\$588.00
02/04/2020 -		Outline and draft PSNH vegetation management rebuttal testimony in DE 19-057.	Winter, Danielle C.								\$224.00
02/04/2020 -		Review and organize discovery responses.	Calitri, Jameson L.								\$184.00
02/04/2020 -		Work on rebuttal testimony.	Venora, Daniel P.								\$364.00
02/05/2020 -		Review and organize discovery responses.	Calitri, Jameson L.								\$667.00
02/05/2020 -		Attend to discovery and rebuttal issues. Conference call and correspondence with A. Bulkley on ROE rebuttal testimony.	Venora, Daniel P.								\$336.00
02/06/2020 -		Work on rebuttal testimony and prepare for technical sessions. Attention to staff motion to remove EV proposal. Provide comments to T. Dixon on briefing presentation.	Venora, Daniel P.								\$532.00
02/06/2020 -		Review and organize discovery responses.	Calitri, Jameson L.								\$276.00
02/07/2020 -		Prepare for and participate on conference call to discuss Eversource policy on meter exchange and overlap with AMI and grid modernization. Discuss issues with J. Moreira and K. Britland.	Kimball, Cheryl M.								\$560.00

02/07/2020 -	Prepare for conference call with B. Allen (PSNH) regarding rebuttal testimony and correspond with B. Allen regarding same.	Winter, Danielle C.	DE 19-057 Exhibit 73 Part 2	\$196.00
02/08/2020 -	Prepare proposed agenda for PSNH tech session. Discussion with D. Horton and K. Britland on same. Review testimonies to prepare questions for Staff session on discovery and determine scope and time for agenda.	Kimball, Cheryl M.		\$560.00
02/09/2020 -	Research and outline vegetation management rebuttal testimony in DE 19-057.	Winter, Danielle C.		\$1,232.00
02/09/2020 -	Review intervenor testimonies and prepare questions for tech session.	Kimball, Cheryl M.		\$840.00
02/10/2020 -	Review discovery responses and prepare questions for technical session. Correspondence with T. Dixon.	Venora, Daniel P.		\$1,932.00
02/10/2020 -	Prepare agenda for tech sessions. Correspondence on same. Prepare list of questions for tech sessions and review testimony on same.	Kimball, Cheryl M.		\$1,155.00
02/10/2020 -	Correspond with R. Allen regarding DE 19-057 vegetation management rebuttal testimony.	Winter, Danielle C.		\$56.00
02/11/2020 -	Prepare discovery in D.P.U. 19-057.	Granville, Janea M.		\$121.00
02/11/2020 -	Prepare list of questions for tech sessions and review testimony on same. Prepare for and participate on conference call with T. Dixon et al on preparation for tech session. Prepare for tech session at PUC. Research AMI issues relating to P. Alvarez prior statements.	Kimball, Cheryl M.		\$1,995.00
02/11/2020 -	Conference call with T. Dixon and others on rebuttal testimony. Research and prepare questions for technical session. Conference call with core team to prepare for technical session.	Venora, Daniel P.		\$2,436.00
02/11/2020 -	Draft and revise vegetation management rebuttal testimony and technical session questions for DE 19-057.	Winter, Danielle C.		\$924.00
02/12/2020 -	Prepare for and attend tech session at NHPUC on PSNH rate case.	Kimball, Cheryl M.		\$2,205.00
02/12/2020 -	Prepare for and participate in NHPUC technical session. Attend to follow-up issues.	Venora, Daniel P.		\$2,044.00
02/12/2020 -	Draft rebuttal testimony for capital additions responding to testimony of J. Dudley (PUC staff).	Campbell, Matthew C.		\$2,212.00
02/12/2020 -	Draft and revise vegetation management rebuttal testimony in DE 19-057.	Winter, Danielle C.		\$728.00
02/13/2020 -	Draft rebuttal testimony with regard to capital additions (DE 19-057).	Campbell, Matthew C.		\$2,352.00
02/14/2020 -	Conference call with A. Bulkley and others on rebuttal testimony strategy. Conference call with D. Horton. Work on issues for rebuttal.	Venora, Daniel P.		\$336.00
02/14/2020 -	Correspondence with E. Menard et al on information needed for rebuttal testimony on capital projects.	Kimball, Cheryl M.		\$245.00

02/18/2020 -	Draft rebuttal testimony (DE 19-057).	Campbell, Matthew C.	DE 19-057 Exhibit 73 Part 2	\$1,596.00
02/18/2020 -	Draft and revise vegetation management rebuttal testimony in DE 19-057.	Winter, Danielle C.		\$756.00
02/18/2020 -	Prepare for and participate on conference call with T. Dixon and D. Horton to discuss status and strategy for settlement conference. Review and prepare settlement matrix. Correspondence on same.	Kimball, Cheryl M.		\$840.00
02/19/2020 -	Draft PSNH rebuttal testimony (Capital and GTEP). Conduct legal research on New Hampshire PUC Capital review and approval standard.	Campbell, Matthew C.		\$1,260.00
02/19/2020 -	Prepare rebuttal testimony.	Venora, Daniel P.		\$784.00
02/19/2020 -	Participate on conference call to discuss PSNH settlement conference. Review settlement matrix from T. Dixon and provide revisions.	Kimball, Cheryl M.		\$560.00
02/20/2020 -	Attention to OCA letter on EV proposal. Prepare rebuttal testimony.	Venora, Daniel P.		\$784.00
02/20/2020 -	Prepare for and participate in settlement conference with PSNH staff. Draft talking points for settlement conference.	Kimball, Cheryl M.		\$840.00
02/20/2020 -	Research evidentiary record and draft rebuttal testimony (Capital and GTEP) for PSNH rate case.	Campbell, Matthew C.		\$1,428.00
02/21/2020 -	Draft rebuttal testimony (Capital and GTEP) for PSNH rate case (DE 19-057).	Campbell, Matthew C.		\$1,428.00
02/21/2020 -	Draft and revise vegetation management rebuttal testimony for DE 19-057.	Winter, Danielle C.		\$224.00
02/21/2020 -	Prepare rebuttal testimony. Correspondence with T. Dixon.	Venora, Daniel P.		\$336.00
02/21/2020 -	Prepare rebuttal testimony for PSNH rate case on capital additions, AMI/AMR and policy testimony. Review and edit drafts.	Kimball, Cheryl M.		\$560.00
02/22/2020 -	Draft and revise vegetation management rebuttal testimony in DE 19-057.	Winter, Danielle C.		\$896.00
02/22/2020 -	Prepare rebuttal testimony on capital additions, policy testimony, AMI/AMR and other issues for filing on PSNH. Review current drafts and prepare drafts for review.	Kimball, Cheryl M.		\$490.00
02/23/2020 -	Conduct research on evidentiary record and draft rebuttal testimony (Capital and GTEP) in PSNH rate case (DE 19-057).	Campbell, Matthew C.		\$1,064.00
02/23/2020 -	Draft, revise and circulate vegetation management rebuttal testimony in DE 19-057.	Winter, Danielle C.		\$700.00
02/23/2020 -	Correspondence with E. Davis. Review and edit rebuttal testimony.	Venora, Daniel P.	000525	\$308.00

REDACTED

DE 19-057
Exhibit 73 Part 2 \$588.00

02/24/2020 -	Review correspondence on bill inputs for rebuttal testimony. Correspondence with T. Dixon on rebuttal issues. Work on rebuttal testimony.	Venora, Daniel P.		
02/24/2020 -	Prepare for and participate on conference call regarding PSNH rebuttal status and to do items.	Kimball, Cheryl M.		\$245.00
02/25/2020 -	Prepare for and participate on conference call regarding capital additions rebuttal and detail needed to rebut Staff on projects with E. Menard, J. Purington, et al. Conference call with T. Dixon and D. Horton on revenue requirement rebuttal. Prepare rebuttal testimony.	Kimball, Cheryl M.		\$1,260.00
02/25/2020 -	Prepare rebuttal testimony on AMR and customer issues. Conference calls and correspondence with T. Dixon, J. Ullram and others.	Venora, Daniel P.		\$2,128.00
02/25/2020 -	Prepare questions for PSNH team regarding capital rebuttal testimony (DE 19-057). Prepare for and participate in conference call with J. Purington, L. Lajoie, E. Menard and D. Plante on capital rebuttal testimony.	Campbell, Matthew C.		\$476.00
02/26/2020 -	Prepare rebuttal testimony on AMR and customer issues. Conference call and correspondence with E. Davis.	Venora, Daniel P.		\$1,232.00
02/27/2020 -	Conference call with T. Dixon on rebuttal status. Work on rebuttal testimony.	Venora, Daniel P.		\$420.00
02/27/2020 -	Coordinate preparation of rebuttal testimony for PSNH rate case. Review and edit rebuttal testimony on vegetation management.	Kimball, Cheryl M.		\$805.00
02/28/2020 -	Prepare rebuttal testimony.	Venora, Daniel P.		\$1,904.00
02/28/2020 -	Prepare rebuttal testimony. Participate on conference call with E. Menard to prepare capital additions rebuttal. Review and edit policy rebuttal.	Kimball, Cheryl M.		\$910.00
02/29/2020 -	Review comments on rebuttal testimony. Update testimony and attachments.	Venora, Daniel P.		\$616.00
02/29/2020 -	Prepare rebuttal testimony for PSNH rate case.	Kimball, Cheryl M.		\$2,205.00
02/03/2020 E101 - Copying	Copying Copies for filing with the NHPUC		20	\$0.13 \$2.50
02/05/2020 E101 - Copying	Copying Copies for filing with the NHPUC		224	\$0.13 \$28.00
02/11/2020 E101 - Copying	Copying Copies for filing with the NHPUC		1	\$42.88 \$42.88
02/21/2020 E101 - Copying	Copying Copies for filing with the NHPUC		74	\$0.13 \$9.25

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 61260
Date of Invoice: 07/17/2020
Billing Period: 03/01/2020 - 03/31/2020
Date Posted: 07/17/2020
Invoice Description/Comment:

Amount Approved

Approved Total **\$35,735.41**
Invoice Currency: **USD**
Date Approved: 07/21/2020
Final Approver: Matthew Fossum
Approved Fees \$33,579.00
Approved Expenses \$2,156.41
Approved Total (excl. Tax) \$35,735.41
Comments to AP:

Accounting Code Allocations

BPO #	Charge Cost Center	Field Work Order	FERC Activity (T)	Amount	Percentage	Comment
10209864 163		DRCE0006		\$35,735.41	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$35,735.41
Invoice Currency:	USD
Billed Fees	\$33,579.00
Billed Expenses	\$2,156.41
Billed Total (excl. Tax)	\$35,735.41

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	07/17/2020	\$35,735.41	
Pam Tyrol	TK Rates Reviewed	07/20/2020		
Matthew Fossum	Approved	07/21/2020	\$35,735.41	
Serengeti Administrator	AP Batch Run	07/21/2020	\$35,735.41	Batch ID: 001001481 (Sent to AP: 07/21/2020 7:02:06 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 61260.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Taxes</u>	<u>TaxType%</u>	<u>Amount</u>
03/01/2020 -		Address comments and prepare updated versions of all rebuttal testimony. Prepare and review attachments.	Venora, Daniel P.						\$448.00
03/01/2020 -		Correspondence with B. Van Dam on strategy and content for vegetation management rebuttal. Prepare rebuttal on capital projects and circulate to Company for review.	Kimball, Cheryl M.						\$945.00
03/02/2020 -		Review and revise rebuttal testimony of the cost of capital.	Frias, Steven						\$552.00
03/02/2020 -		Prepare for and participate on conference call to review rebuttal testimony with J. Purington et al regarding capital additions. Prepare for and participate on conference call to discuss strategy for meeting on settlement with OCA. Prepare rebuttal overview testimony for J. Purington and prepare rebuttal on AMI. Review materials on same.	Kimball, Cheryl M.						\$1,645.00
03/02/2020 -		Address comments and prepare updated versions of all rebuttal testimony. Prepare and review attachments.	Venora, Daniel P.						\$3,444.00
03/02/2020 -		Review and format rebuttal testimony exhibits.	Calitri, Jameson L.						\$598.00
03/02/2020 -		Prepare materials for filing in DE 19-057.	Novakova, Veronika						\$242.00
03/03/2020 -		Prepare materials for filing in DE 19-057.	Novakova, Veronika						\$594.00
03/03/2020 -		Prepare for and participate on conference call with J. Purington et al to review final issues for testimony. Review rebuttal testimonies to prepare for filing.	Kimball, Cheryl M.						\$840.00
03/03/2020 -		Prepare and file materials in DE 19-057.	Molter, Kylie A.						\$374.00
03/03/2020 -		Review and revise rebuttal testimony and production process.	Vaughan, Brendan P						\$888.00
03/03/2020 -		Review, edit and finalize all rebuttal testimony and attachments. Conference calls and correspondence with core team. Oversee and coordinate filing process and attend to follow-up issues.	Venora, Daniel P.						\$2,912.00
03/03/2020 -		Review, edit and finalize rebuttal testimony exhibits.	Calitri, Jameson L.						\$414.00
03/04/2020 -		Correspondence with D. Plante, R. Allen and others. Attend to follow up issues related to rebuttal testimony, settlement and hearing process.	Venora, Daniel P.						\$756.00
03/04/2020 -		Prepare materials for filing in DE 19-057.	Novakova, Veronika						\$253.00
03/04/2020 -		Review additional filing materials for rebuttal testimony.	Vaughan, Brendan P						\$48.00

03/05/2020 -	Correspondence with B. Overton, J. Ullram and others on rebuttal testimony follow-up.	Venora, Daniel P.	\$84.00
03/06/2020 -	Review preliminary draft of staff audit report and summarize issues for Company response.	Venora, Daniel P.	\$364.00
03/09/2020 -	Prepare for and participate in conference call on audit report. Conference call with T. Dixon. Draft filing letter for Company response to audit report and review initial responses.	Venora, Daniel P.	\$980.00
03/09/2020 -	Prepare for and participate on conference call regarding PSNH audit report. Review staff audit and draft PSNH responses for call.	Kimball, Cheryl M.	\$315.00
03/10/2020 -	Review, draft and edit Company responses to audit issues. Conference calls and correspondence with M. Lemenager and E. Menard.	Venora, Daniel P.	\$868.00
03/10/2020 -	Prepare for and participate on conference call regarding responses to discovery on rebuttal testimony.	Kimball, Cheryl M.	\$245.00
03/11/2020 -	Research excel exhibit of Bulkey rebuttal testimony and update discovery log.	Calitri, Jameson L.	\$184.00
03/11/2020 -	Review discovery sets on rebuttal testimony. Correspondence with E. Menard and others on Company responses to audit report. Review and edit responses.	Venora, Daniel P.	\$560.00
03/12/2020 -	Prepare for and participate on conference call regarding review of strategy for discovery responses on rebuttal testimony. Review and edit responses to Audit Report.	Kimball, Cheryl M.	\$455.00
03/12/2020 -	Conference call with core team on audit report and discovery responses. Revise, update and finalize Company responses to audit issues. Prepare responses to discovery questions.	Venora, Daniel P.	\$2,016.00
03/13/2020 -	Correspondence with E. Menard and others on issues related to audit report.	Venora, Daniel P.	\$84.00
03/16/2020 -	Review and edit discovery responses. Draft discovery responses on AMI.	Venora, Daniel P.	\$532.00
03/17/2020 -	Prepare for and participate on conference call regarding preparation of responses to rebuttal testimony discovery. Review responses from B. Overton.	Kimball, Cheryl M.	\$385.00
03/17/2020 -	Prepare, review and edit discovery responses.	Venora, Daniel P.	\$140.00
03/18/2020 -	Prepare, review and edit discovery responses. Research and correspondence with B. Overton on AMI responses.	Venora, Daniel P.	\$1,288.00
03/19/2020 -	Draft, review and revise discovery responses.	Venora, Daniel P.	\$1,568.00
03/19/2020 -	Prepare materials for filing in DE 19-057.	Novakova, Veronika	\$605.00
03/19/2020 -	Review and edit discovery responses on rebuttal testimony. Correspondence on same.	Kimball, Cheryl M.	\$455.00

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		DE 19-057 Exhibit 73 Part 2	
03/20/2020 -	Prepare materials for filing in DE 19-057.	Novakova, Veronika	\$110.00
03/20/2020 -	Re-write, edit and review discovery responses. Review filing packages for sign-off.	Venora, Daniel P.	\$868.00
03/20/2020 -	Correspondence and review on discovery issues.	Kimball, Cheryl M.	\$140.00
03/22/2020 -	Review and edit stipulation on rate-case extension. Correspondence on same.	Kimball, Cheryl M.	\$280.00
03/23/2020 -	Prepare materials for filing in DE 19-057.	Novakova, Veronika	\$385.00
03/23/2020 -	Review and revise letter to NHPUC on extension of rate case decision. Correspondence on same.	Kimball, Cheryl M.	\$210.00
03/23/2020 -	Review and comment on staff letter to extend procedural schedule. Review status of discovery sets and address open questions on vegetation management.	Venora, Daniel P.	\$252.00
03/23/2020 -	Review discovery responses, update discovery log and update new dates due to COVID-19.	Calitri, Jameson L.	\$138.00
03/24/2020 -	Review updated audit report draft and prepare Company response to audit issues. Correspondence and conference calls with E. Menard, D. Horton and others. Finalize Company response for submission to PUC staff.	Venora, Daniel P.	\$1,708.00
03/24/2020 -	Prepare materials for filing in DE 19-057.	Novakova, Veronika	\$473.00
03/24/2020 -	Prepare for and participate in conference call to discuss audit issues on rate case. Edit Company response to audit issues.	Kimball, Cheryl M.	\$455.00
03/25/2020 -	Attend to follow-up issues to audit report. Prepare responses to discovery questions	Venora, Daniel P.	\$504.00
03/26/2020 -	Prepare materials for filing in DE 19-057.	Novakova, Veronika	\$143.00
03/27/2020 -	Review, revise and edit discovery responses.	Venora, Daniel P.	\$336.00
03/27/2020 -	Prepare materials for filing in DE 19-057.	Novakova, Veronika	\$143.00
03/30/2020 -	Prepare materials for filing in DE 19-057.	Novakova, Veronika	\$594.00
03/30/2020 -	Review discovery responses and update discovery log.	Calitri, Jameson L.	\$506.00
03/31/2020 -	Prepare materials for filing in DE 19-057.	Novakova, Veronika	\$253.00
03/03/2020 E101 - Copying	Copying Copies for filing with the NHPUC	1	\$760.13
03/04/2020 E101 - Copying	Copying Copies for filing with the NHPUC	1124	\$0.13
03/04/2020 E101 - Copying	Copying Copies for filing with the NHPUC	4774	\$0.13

000531

\$596.75

03/05/2020 E108 - Postage	Postage	1	\$32.15	DE 19-057 Exhibit 73 Part 2	\$32.15
03/11/2020 E107 - Delivery Services/Messengers	Delivery services/messengers 2/21/20-3/6/20 Mercury overnight delivery	1	\$14.88		\$14.88
03/31/2020 E107 - Delivery Services/Messengers	Delivery services/messengers 3/1/20-3/31/20 Fly Over the City courier	1	\$612.00		\$612.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 61584
Date of Invoice: 10/16/2020
Billing Period: 04/01/2020 - 04/28/2020
Date Posted: 10/16/2020
Invoice Description/Comment:

Amount Approved

Approved Total **\$7,386.00**
Invoice Currency: **USD**
Date Approved: 10/16/2020
Final Approver: Matthew Fossum
Approved Fees \$7,386.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$7,386.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$7,386.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$7,386.00**
Invoice Currency: USD
Billed Fees \$7,386.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$7,386.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	10/16/2020	\$7,386.00	
Matthew Fossum	Approved	10/16/2020	\$7,386.00	
Serengeti Administrator	AP Batch Run	10/16/2020	\$7,386.00	Batch ID: 001001526 (Sent to AP: 10/16/2020 7:02:16 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 61584.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

			DE 19-057				
Date	Description Narrative	Timekeeper	Units	Rate	Adjus	Exhibit	Amount
04/01/2020 -	Prepare materials for filing in DE 19-057.	Novakova, Veronika					\$407.00
04/06/2020 -	Prepare materials for filing in DE 19-057.	Novakova, Veronika					\$275.00
04/07/2020 -	Prepare for and participate on conference call with D. Horton et al to discuss next steps on PSNH rate case. Discuss PSNH financing plan and impact on rate case.	Kimball, Cheryl M.					\$280.00
04/15/2020 -	Prepare for and participate on conference call with D. Horton regarding PSNH settlement meeting with PUC Staff. Correspondence on same. _Code	Kimball, Cheryl M.					\$490.00
04/16/2020 -	Participate on conference call with Bob Allen to assist in drafting responses to K. Demmer on vegetation management program. Participate on conference call with PUC Staff regarding settlement offer. Discussion on same with K. Britland and D. Horton et al.	Kimball, Cheryl M.					\$805.00
04/16/2020 -	Conference call with R. Allen on staff VM questions. Conference call with D. Horton and others on settlement follow-up issues and hearing prep.	Venora, Daniel P.					\$476.00
04/20/2020 -	Plan and conduct research for motion for protective treatment of confidential discovery responses. Review AARP motion and provide comments for Company response. Conference call with core team on AARP and COVID-19 responses.	Venora, Daniel P.					\$980.00
04/20/2020 -	Research and draft motion for confidential treatment.	Calitri, Jameson L.					\$322.00
04/21/2020 -	Research and draft motion for confidential treatment.	Calitri, Jameson L.					\$437.00
04/22/2020 -	Research and draft motion for confidential treatment.	Calitri, Jameson L.					\$322.00
04/23/2020 -	Review response to AARP and to PUC COVID-19 questions. Work on motion for confidential treatment of discovery responses.	Venora, Daniel P.					\$308.00
04/24/2020 -	Prepare for and participate on conference call to review PSNH revenue requirement issues on settlement with D. Horton.	Kimball, Cheryl M.					\$420.00
04/27/2020 -	Prepare for and participate on conference call to review PSNH settlement strategy.	Kimball, Cheryl M.					\$455.00
04/27/2020 -	Research and draft motion for confidential treatment.	Calitri, Jameson L.					\$161.00
04/27/2020 -	Review and edit COVID-19 responses and objection to AARP motion. Work on motion for confidential treatment.	Venora, Daniel P.					\$924.00
04/28/2020 -	Review and finalize responses to staff COVID-19 questions.	Venora, Daniel P.					\$140.00
04/28/2020 -	Research and draft motion for confidential treatment.	Calitri, Jameson L.					\$184.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 61663
Date of Invoice: 10/19/2020
Billing Period: 05/01/2020 - 05/28/2020
Date Posted: 10/19/2020
Invoice Description/Comment:

Amount Approved

Approved Total **\$1,127.00**
Invoice Currency: **USD**
Date Approved: 10/20/2020
Final Approver: Matthew Fossum
Approved Fees \$1,127.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$1,127.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$1,127.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$1,127.00**
Invoice Currency: USD
Billed Fees \$1,127.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$1,127.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	10/19/2020	\$1,127.00	
Matthew Fossum	Approved	10/20/2020	\$1,127.00	
Serengeti Administrator	AP Batch Run	10/20/2020	\$1,127.00	Batch ID: 001001528 (Sent to AP: 10/20/2020 7:02:40 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 61663.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

REDACTED

			DE 19-057						
<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjus</u>	<u>Exhibit</u>	<u>Tab</u>	<u>Rate %</u>
05/01/2020 -	Review OCA responses to AARP motion and evaluate next steps.		Venora, Daniel P.						\$140.00
05/01/2020 -	Prepare for and participate on conference call to discuss strategy for PSNH rate case and associated settlement.		Kimball, Cheryl M.						\$350.00
05/04/2020 -	Review and provide comments on response to OCA letter.		Venora, Daniel P.						\$112.00
05/06/2020 -	Review secretarial letter related to OCA article.		Venora, Daniel P.						\$56.00
05/12/2020 -	Review and edit motion for protective treatment.		Venora, Daniel P.						\$84.00
05/15/2020 -	Discussion with D. Horton regarding strategy for rate-case settlement and T. Franz.		Kimball, Cheryl M.						\$245.00
05/28/2020 -	Review Commission order on EV proposal and assess case impact.		Venora, Daniel P.						\$140.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 61798
Date of Invoice: 11/18/2020
Billing Period: 06/01/2020 - 06/30/2020
Date Posted: 11/18/2020
Invoice Description/Comment:

Amount Approved

Approved Total **\$6,981.00**
Invoice Currency: **USD**
Date Approved: 11/19/2020
Final Approver: Matthew Fossum
Approved Fees \$6,981.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$6,981.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$6,981.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$6,981.00
Invoice Currency:	USD
Billed Fees	\$6,981.00
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$6,981.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	11/18/2020	\$6,981.00	
Matthew Fossum	Approved	11/19/2020	\$6,981.00	
Serengeti Administrator	AP Batch Run	11/19/2020	\$6,981.00	Batch ID: 001001546 (Sent to AP: 11/19/2020 7:02:50 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 61798.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

REDACTED

			DE 19-057 Exhibit 78-Part 2						
<u>Date</u>	<u>Description Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Exhibit</u>	<u>Part</u>	<u>Type</u>	<u>Amount</u>
06/01/2020 -	Review confidential filings and work on motion for protective order.	Venora, Daniel P.							\$588.00
06/02/2020 -	Prepare materials for motion for protective treatment and work on motion.	Venora, Daniel P.							\$616.00
06/04/2020 -	Prepare motion for confidential treatment.	Venora, Daniel P.							\$784.00
06/05/2020 -	Research and draft motion for protection.	Calitri, Jameson L.							\$759.00
06/09/2020 -	Research and draft motion for all confidential exhibits filed in proceeding.	Calitri, Jameson L.							\$1,104.00
06/12/2020 -	Review, edit and update motion for protective treatment.	Venora, Daniel P.							\$784.00
06/12/2020 -	Draft motion for confidential treatment.	Calitri, Jameson L.							\$207.00
06/15/2020 -	Review and edit motion for protective treatment. Correspondence with M. Fossum.	Venora, Daniel P.							\$224.00
06/16/2020 -	Review PUC order. Conference call and correspondence with A. Bulkley and others on strategy to update ROE testimony.	Venora, Daniel P.							\$644.00
06/26/2020 -	Review and address M. Fossum comments on motion. Correspondence with A. Bulkley.	Venora, Daniel P.							\$336.00
06/29/2020 -	Draft motion for confidential treatment. Research prior recent motions in NH.	Calitri, Jameson L.							\$598.00
06/29/2020 -	Correspondence with A. Bulkley on ROE testimony update.	Venora, Daniel P.							\$84.00
06/30/2020 -	Draft motion for confidential treatment.	Calitri, Jameson L.							\$253.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 61919
Date of Invoice: 11/23/2020
Billing Period: 07/02/2020 - 07/31/2020
Date Posted: 11/23/2020
Invoice Description/Comment:

Amount Approved

Approved Total **\$12,914.00**

Invoice Currency: **USD**

Date Approved: 11/24/2020
Final Approver: Matthew Fossum
Approved Fees \$12,914.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$12,914.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$12,914.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$12,914.00**
Invoice Currency: USD
Billed Fees \$12,914.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$12,914.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	11/23/2020	\$12,914.00	
Matthew Fossum	Approved	11/24/2020	\$12,914.00	
Serengeti Administrator	AP Batch Run	11/24/2020	\$12,914.00	Batch ID: 001001548 (Sent to AP: 11/24/2020 7:02:47 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 61919.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

REDACTED

REDACTED										
Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Exhibit	Part	Type	Amount
07/02/2020 -		Correspondence with A. Bulkley, D. Horton and others on supplemental ROE testimony. Attend to open issues.	Venora, Daniel P.							\$308.00
07/06/2020 -		Preliminary review of supplemental ROE testimony. Correspondence to D. Horton, A. Bulkley and others.	Venora, Daniel P.							\$420.00
07/07/2020 -		Pull cross of AG's ROE witness in 19-120 for supplemental testimony preparation in PSNH.	Calitri, Jameson L.							\$46.00
07/07/2020 -		Preliminary review of supplemental ROE testimony. Correspondence to D. Horton, A. Bulkley, and others.	Venora, Daniel P.							\$420.00
07/08/2020 -		Review direct and rebuttal testimony related to cost of capital.	Frias, Steven							\$576.00
07/08/2020 -		Conference call with D. Horton and others on settlement strategy.	Venora, Daniel P.							\$168.00
07/09/2020 -		Conference call with D. Horton, A. Bulkley and others on supplemental ROE testimony. Correspondence with A. Bulkley. Review and edit testimony.	Venora, Daniel P.							\$476.00
07/09/2020 -		Participate in conference call with Company staff and consultant related to supplemental cost of capital testimony.	Frias, Steven							\$192.00
07/09/2020 -		Review and edit PSNH rate case supplemental ROE testimony. Discuss same with Doug Horton.	Kimball, Cheryl M.							\$420.00
07/10/2020 -		Correspondence with D. Horton, A. Bulkley and others on supplemental ROE testimony.	Venora, Daniel P.							\$84.00
07/10/2020 -		Prepare for and participate on conference call with D. Horton to discuss strategy for PSNH rate settlement and ROE update.	Kimball, Cheryl M.							\$385.00
07/13/2020 -		Review and revise testimony and exhibits related to supplemental cost of capital testimony.	Frias, Steven							\$792.00
07/13/2020 -		Prepare settlement matrix for D. Horton's use on settlement talks.	Kimball, Cheryl M.							\$420.00
07/14/2020 -		Review and edit ROE update testimony.	Kimball, Cheryl M.							\$455.00
07/14/2020 -		Review, edit and comment on draft supplemental ROE testimony. Correspondence with A. Bulkley and others.	Venora, Daniel P.							\$728.00
07/15/2020 -		Correspondence with A. Bulkley on supplemental ROE testimony. Prepare for and participate in conference call on hearing logistics.	Venora, Daniel P.							\$308.00
07/15/2020 -		Prepare for and participate on conference call with D. Horton regarding settlement strategy. Prepare updated settlement matrix for D. Horton.	Kimball, Cheryl M.							\$595.00
07/16/2020 -		Review and finalize supplemental ROE testimony and exhibits. Correspondence with A. Bulkley and others.	Venora, Daniel P.							\$1,064.00
07/16/2020 -		Prepare PSNH ROE exhibit in D.E. 19-057.	Granville, Janea M.							\$154.00
07/16/2020 -		Review Staff counter-proposals and discussion with D. Horton.	Kimball, Cheryl M.							\$245.00

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07/17/2020 -	Review OCA motion for rehearing.	Venora, Daniel P.	DE 19-057 Exhibit 73 Part 2	\$112.00
07/20/2020 -	Document and coordinate calendar for upcoming rate case events.	Calitri, Jameson L.		\$46.00
07/20/2020 -	Prepare for and participate on conference call with D. Horton to discuss settlement offer and review financial outcome. Review materials on same.	Kimball, Cheryl M.		\$420.00
07/20/2020 -	Correspondence with A. Bulkley on staff and OCA ROE testimony. Conference call with D. Horton and others on settlement strategy. Develop discovery questions on Staff and OCA testimony.	Venora, Daniel P.		\$644.00
07/21/2020 -	Review and edit settlement matrix and discuss same with D. Horton. Review top down model and discuss with T. Dixon.	Kimball, Cheryl M.		\$805.00
07/22/2020 -	Review and revise settlement matrix for D. Horton. Discuss same with D. Horton.	Kimball, Cheryl M.		\$595.00
07/22/2020 -	Prepare discovery questions on Staff and OCA supplemental testimony. Correspondence with T. Dixon and others.	Venora, Daniel P.		\$364.00
07/23/2020 -	Draft and edit motion for confidential treatment and accompanying appendix.	Calitri, Jameson L.		\$253.00
07/23/2020 -	Prepare, edit and finalize discovery sets to Staff and OCA. Correspondence with E. Menard and others.	Venora, Daniel P.		\$504.00
07/27/2020 -	Review, edit and update motion for confidential treatment. Correspondence with M. Fossum.	Venora, Daniel P.		\$280.00
07/30/2020 -	Review discovery responses from A. Bulkley. Review, edit and finalize motion for protective treatment.	Venora, Daniel P.		\$336.00
07/31/2020 -	Draft and edit motion for confidential treatment and accompanying appendix.	Calitri, Jameson L.		\$299.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 61995
Date of Invoice: 11/24/2020
Billing Period: 08/04/2020 - 08/21/2020
Date Posted: 11/24/2020
Invoice Description/Comment:

Amount Approved

Approved Total **\$5,915.00**
Invoice Currency: **USD**
Date Approved: 11/25/2020
Final Approver: Matthew Fossum
Approved Fees \$5,915.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$5,915.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$5,915.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total **\$5,915.00**
Invoice Currency: USD
Billed Fees \$5,915.00
Billed Expenses \$0.00
Billed Total (excl. Tax) \$5,915.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	11/24/2020	\$5,915.00	
Matthew Fossum	Approved	11/25/2020	\$5,915.00	
Serengeti Administrator	AP Batch Run	11/25/2020	\$5,915.00	Batch ID: 001001549 (Sent to AP: 11/25/2020 7:01:54 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 61995.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

REDACTED										
Date	Description	Narrative	Timekeeper	Units	Rate	Adjust	Exhibit	Part	Type	Amount
08/04/2020	-	Prepare for and participate on conference call with D. Horton on strategy for PSNH settlement counter-offer on rate case. Review and revise Settlement Concepts for D. Horton.	Kimball, Cheryl M.							\$630.00
08/05/2020	-	Review motion for protective treatment and make final edits.	Venora, Daniel P.							\$84.00
08/07/2020	-	Discussion with D. Horton to review status of PSNH settlement issues.	Kimball, Cheryl M.							\$245.00
08/10/2020	-	Prepare list of discovery responses to introduce at hearing. Review order on reconsideration.	Venora, Daniel P.							\$308.00
08/11/2020	-	Prepare letter regarding settlement and cancellation of hearing dates. Research prior case filings for settlement templates. Conference call with D. Horton and others. Review and comment on term sheet.	Venora, Daniel P.							\$672.00
08/11/2020	-	Prepare for and participate on conference call with D. Horton to finalize settlement strategy. Edit term sheet for D. Horton.	Kimball, Cheryl M.							\$490.00
08/13/2020	-	Attention to term sheet and procedural issues. Correspondence with M. Fossum.	Venora, Daniel P.							\$196.00
08/13/2020	-	Review latest settlement draft and prepare revisions for D. Horton. Correspondence on same.	Kimball, Cheryl M.							\$490.00
08/17/2020	-	Prepare initial draft of settlement agreement.	Venora, Daniel P.							\$420.00
08/19/2020	-	Participate in conference call with AARP on settlement. Attend to follow-up issues. Prepare settlement agreement.	Venora, Daniel P.							\$504.00
08/20/2020	-	Prepare settlement agreement.	Venora, Daniel P.							\$448.00
08/21/2020	-	Prepare settlement agreement.	Venora, Daniel P.							\$1,428.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 62042
Date of Invoice: 11/27/2020
Billing Period: 09/01/2020 - 09/30/2020
Date Posted: 11/27/2020
Invoice Description/Comment:

Amount Approved

Approved Total **\$9,487.00**
Invoice Currency: **USD**
Date Approved: 12/07/2020
Final Approver: Matthew Fossum
Approved Fees \$9,487.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$9,487.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$9,487.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$9,487.00
Invoice Currency:	USD
Billed Fees	\$9,487.00
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$9,487.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	11/27/2020	\$9,487.00	
Matthew Fossum	Approved	12/07/2020	\$9,487.00	
Serengeti Administrator	AP Batch Run	12/07/2020	\$9,487.00	Batch ID: 001001553 (Sent to AP: 12/07/2020 7:02:25 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 62042.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

REDACTED

DE 19-057											
Date	Description	Narrative	Timekeeper	Units	Rate	Adjusted	Exhibits	Tr	Rate	%	Amount
09/01/2020	-	Meeting with D. Horton and others on next steps and rate case planning.	Venora, Daniel P.								\$308.00
09/03/2020	-	Participate in settlement discussion on fee free and New Start programs.	Venora, Daniel P.								\$392.00
09/09/2020	-	Participate in settlement meeting with parties on rate design and EV. Correspondence with D. Horton.	Venora, Daniel P.								\$952.00
09/10/2020	-	Research and prepare materials for D. Horton in connection with rate case settlement.	Venora, Daniel P.								\$504.00
09/14/2020	-	Review and edit settlement agreement on PSNH Rate Case for D. Horton.	Kimball, Cheryl M.								\$385.00
09/15/2020	-	Participate on conference call on NH plant documentation.	Calitri, Jameson L.								\$92.00
09/15/2020	-	Participate in meeting on project documentation.	Venora, Daniel P.								\$336.00
09/15/2020	-	Prepare for and participate on conference call regarding development of plant additions documentation for Step Adjustment on Springfield Division reliability plan. Research same.	Kimball, Cheryl M.								\$490.00
09/17/2020	-	Review and edit rate case settlement agreement. Participate in settlement meetings on step adjustments and follow-up debrief. Meeting on vegetation management documentation.	Venora, Daniel P.								\$868.00
09/17/2020	-	Prepare for and participate on conference call with NHPUC staff regarding project documentation. Participate in quick debrief with D. Horton.	Kimball, Cheryl M.								\$560.00
09/18/2020	-	Review, edit and prepare new draft of settlement agreement. Conference calls and correspondence with T. Dixon.	Venora, Daniel P.								\$504.00
09/18/2020	-	Provide final review of settlement document for PSNH rate case for D. Horton.	Kimball, Cheryl M.								\$280.00
09/22/2020	-	Participate in meetings with PUC staff and Eversource on meter retirements.	Venora, Daniel P.								\$700.00
09/23/2020	-	Participate on conference call on step adjustment and capital project variance documentation.	Calitri, Jameson L.								\$253.00
09/23/2020	-	Participate in conference call on project documentation.	Venora, Daniel P.								\$252.00
09/23/2020	-	Conference calls with project team on testimony and CapEx documentation.	Venora, Daniel P.								\$336.00
09/24/2020	-	Meeting on meter retirement data and staff questions.	Venora, Daniel P.								\$308.00
09/25/2020	-	Review AARP motion and settlement issues.	Venora, Daniel P.								\$84.00
09/28/2020	-	Review technical session discovery responses on meter retirements. Review settlement. Correspondence on rate issues. Meeting with D. Horton and others on AARP proposals.	Venora, Daniel P.								\$392.00
09/29/2020	-	Participate on conference call on step adjustment and capital project variance documentation.	Calitri, Jameson L.								\$322.00

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REDACTED

09/29/2020 -	Meeting with D. Horton and others on capital project documentation. Participate in settlement meeting with AARP.	Venora, Daniel P.	DE 19-057 Exhibit 73 Part 2	\$756.00
09/30/2020 -	Review settlement issues and documents for step adjustment testimony.	Venora, Daniel P.		\$336.00
09/30/2020 -	Prepare settlement agreement in Docket No. DE 20-005.	Granville, Janea M.		\$77.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 62187
Date of Invoice: 12/03/2020
Billing Period: 10/01/2020 - 10/27/2020
Date Posted: 12/03/2020
Invoice Description/Comment:

Amount Approved

Approved Total **\$10,414.00**

Invoice Currency: **USD**

Date Approved: 12/07/2020
Final Approver: Matthew Fossum
Approved Fees \$10,414.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$10,414.00
Comments to AP:

Accounting Code Allocations

<u>BPO #</u>	<u>Charge Cost Center</u>	<u>Field Work Order</u>	<u>FERC Activity (T)</u>	<u>Amount</u>	<u>Percentage</u>	<u>Comment</u>
10209864 163		DRCE0006		\$10,414.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$10,414.00
Invoice Currency:	USD
Billed Fees	\$10,414.00
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$10,414.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	12/03/2020	\$10,414.00	
Matthew Fossum	Approved	12/07/2020	\$10,414.00	
Serengeti Administrator	AP Batch Run	12/07/2020	\$10,414.00	Batch ID: 001001553 (Sent to AP: 12/07/2020 7:02:25 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 62187.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States


Invoice Line Items:

REDACTED

			DE 19-057				
Date	Description Narrative	Timekeeper	Units	Rate	Adjust	Exhibit 79 Part 2	
						Rate	Amount
10/01/2020 -	Participate on conference call on step adjustment and capital project variance documentation.	Calitri, Jameson L.					\$253.00
10/01/2020 -	Prepare updated draft of step adjustment testimony. Review testimony attachments.	Venora, Daniel P.					\$868.00
10/02/2020 -	Prepare updated draft of step adjustment testimony. Participate in meeting with core team. Participate in meetings on settlement agreement.	Venora, Daniel P.					\$1,260.00
10/02/2020 -	Participate on conference call on step adjustment and capital project variance documentation.	Calitri, Jameson L.					\$115.00
10/05/2020 -	Participate in meetings with D. Horton and others on settlement agreement and step adjustments. Review, edit and update step adjustment testimony.	Venora, Daniel P.					\$868.00
10/06/2020 -	Attention to correspondence related to settlement and step adjustment.	Venora, Daniel P.					\$112.00
10/07/2020 -	Participate in meetings on settlement agreement. Review settlement agreement and appendices.	Venora, Daniel P.					\$700.00
10/08/2020 -	Participate in meeting on Eversource AMI strategy.	Venora, Daniel P.					\$140.00
10/16/2020 -	Prepare Rate Case hearing exhibits in DE 19-057.	Granville, Janea M.					\$231.00
10/19/2020 -	Prepare documents for hearing in DE 19-057.	Moriarty, Ryan J.					\$583.00
10/19/2020 -	Prepare hearing exhibits in DE 19-057.	Granville, Janea M.					\$759.00
10/19/2020 -	Prepare materials for filing in DE 19-057.	OConnor, Mary E.					\$44.00
10/20/2020 -	Prepare materials for filing in DE 19-057.	OConnor, Mary E.					\$99.00
10/20/2020 -	Prepare hearing exhibits in DE 19-057.	Granville, Janea M.					\$99.00
10/20/2020 -	Prepare documents for hearing in DE 19-057.	Moriarty, Ryan J.					\$220.00
10/20/2020 -	Participate in hearing prep meeting on ROE.	Venora, Daniel P.					\$196.00
10/20/2020 -	Prepare documents for filing in DE 19-057.	Moriarty, Karen L.					\$231.00
10/21/2020 -	Review case documents and hearing agenda.	Venora, Daniel P.					\$140.00
10/21/2020 -	Prepare materials for filing in DE 19-057.	OConnor, Mary E.					\$44.00
10/21/2020 -	Update discovery log.	Calitri, Jameson L.					\$69.00

000555

REDACTED

10/21/2020 -	Prepare hearing exhibits in DE 19-057.	Granville, Janea M.		DE 19-057 Exhibit 73 Part 2	\$297.00
10/22/2020 -	Prepare exhibits in DE 19-057.	Granville, Janea M.			\$429.00
10/23/2020 -	Participate in meeting with D. Horton and others on AMI presentation and rate case settlement.	Venora, Daniel P.			\$504.00
10/26/2020 -	Prepare materials for filing in DE 19-057.	Granville, Janea M.			\$88.00
10/26/2020 -	Prepare for and participate in rate hearing on PSNH Settlement Agreement. Discussion on same with D. Horton.	Kimball, Cheryl M.			\$980.00
10/27/2020 -	Prepare for and participate in rate case hearings with D. Horton. Prepare talking points on system resiliency and other issues.	Kimball, Cheryl M.			\$1,085.00

INVOICE

Invoice Information

Firm/Vendor: Keegan Werlin
Office: Boston
Invoice Number: 62295
Date of Invoice: 12/10/2020
Billing Period: 11/16/2020 - 11/20/2020
Date Posted: 12/10/2020
Invoice Description/Comment:

Amount Approved

Approved Total **\$1,288.00**
Invoice Currency: **USD**
Date Approved: 12/11/2020
Final Approver: Matthew Fossum
Approved Fees \$1,288.00
Approved Expenses \$0.00
Approved Total (excl. Tax) \$1,288.00
Comments to AP:

Accounting Code Allocations

BPO #	Charge Cost Center	Field Work Order	FERC Activity (T)	Amount	Percentage	Comment
10209864 163		DRCE0006		\$1,288.00	100%	

Vendor Address & Tax Information in Legal Tracker

Keegan Werlin
99 High Street, Ste 2900
Boston, Massachusetts 02110

Tel: 617-951-1400
Fax: 617-951-1354

Remittance Address

Same as mail address
Vendor Tax ID: 04-3335747
VAT ID: --
GST ID: --
HST ID: --
PST ID: --
Sales Tax ID: --

QST ID: --
Withholding Tax ID: --

Other Invoice and Firm Information

Regulatory Statements: --

Amount Billed

Billed Total	\$1,426.00
Invoice Currency:	USD
Billed Fees	\$1,426.00
Billed Expenses	\$0.00
Billed Total (excl. Tax)	\$1,426.00

Approval History

<u>User</u>	<u>Action</u>	<u>Date</u>	<u>Amount</u>	<u>Comment</u>
Nanette LeBlanc	Posted	12/10/2020	\$1,426.00	
Matthew Fossum	Approved	12/11/2020	\$1,288.00	
Serengeti Administrator	AP Batch Run	12/11/2020	\$1,288.00	Batch ID: 001001557 (Sent to AP: 12/11/2020 7:02:25 PM)

Additional Financial Information

Name of Invoice File in .Zip: Keegan Werlin - 62295.html
Comments to Firm:
AP Route: Accounts Payable

Matter Information

Matter Name (Short): PSNH 2018 Rate Case
Matter ID: 201800058
Lead Company Person: Fossum, Matthew
Organizational unit: NU Org. Unit > PSNH
Practice group: NU > Legal Dept.
Law Firm Matter No.: 246
Country (in Matter): United States

Invoice Line Items:

000558

REDACTED

			DE 19-057						
			Exhibit 73 Part 2						
<u>Date</u>	<u>Description</u>	<u>Narrative</u>	<u>Timekeeper</u>	<u>Units</u>	<u>Rate</u>	<u>Adjust</u>	<u>Exhibit</u>	<u>Part</u>	<u>Amount</u>
11/16/2020 -		Meeting with D. Horton and others on step adjustment review process.	Venora, Daniel P.						\$224.00
11/17/2020 -		Meeting with core team to prepare for technical session on step adjustment.	Venora, Daniel P.						\$140.00
11/18/2020 -		Participate on conference call on NH CCI outreach to PUC.	Calitri, Jameson L.						\$138.00
Line Adj.		Fee - Wrong matter: "The discussions on the CCI issues are outside the PSNH rate case and should be billed to that matter." - Matthew Fossum 12/11/2020				(\$138.00)			\$0.00
11/20/2020 -		Meeting with E. Menard and others to prepare for and debrief on PUC technical session. Participate in technical session on step adjustment.	Venora, Daniel P.						\$924.00

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DE 19-057
Exhibit 73 Part 2

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accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

June 13, 2018
Ref: 2092-001
Invoice # 23006

Tax ID 52-1203378

RE: Eversource Cost of Service Study - PO10279646

BILLING SUMMARY AND INVOICE

Previous Balance Due	\$ 0.00
Payments	0.00
BALANCE PAST DUE	0.00
 Consulting Services for Period Ending 05/31/18	 \$ 38,143.00
Expenses	0.00
CURRENT CHARGES*	38,143.00
 TOTAL AMOUNT DUE	 \$ 38,143.00

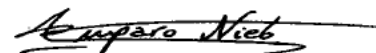
Current Limit Not-To-Exceed - \$175,000.00
Total \$ Spent to Date - \$38,143.00
Remaining \$ Not-To-Exceed - \$136,857.00

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-001
Invoice # 23006
June 13, 2018
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			21,375.00
C Chen			10,048.00
JX Norbu			6,720.00
TOTAL FEES:			38,143.00
TOTAL DUE THIS BILLING ONLY:			38,143.00

2092-001
Invoice # 23006
June 13, 2018
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
05/11/18	Review data received	
05/14/18	Conference call and and review of MC model updates	
05/15/18	Reviewed data responses and prepare follow-up questions	
05/16/18	Discuss probability of peak calculations	
05/17/18	Conference call and review of data received	
05/18/18	Calls to discuss data requests and coordinate analyst work	
05/21/18	Capital Budget analysis and preliminary calculation	
05/22/18	Review load forecasts by region and prepare additional data requests	
05/23/18	Review MC Model	
05/25/18	Work on the model	
05/29/18	Work on distribution facilities cost analysis and review PoP results	
05/30/18	Check and work on O&M marginal and customer-related costs	
05/31/18	Work on model and Period Definition analysis	
TOTAL HOURS		45.00

TIMEKEEPER NAME – Carson Chen

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
05/02/18	Attended client project kick-off conference.	
05/11/18	Customize marginal cost model for Eversource	
05/14/18	Updated and re-formatted distribution marginal costs Model. Examined and populated missing data in hourly loads file.	
05/18/18	Computed probability of peak and insert time of use factors in the Model	

05/21/18	Produced average costs summary for the MC Study.
05/22/18	Updated and re-formatted distribution marginal costs model.
05/25/18	Worked on MC Model
05/31/18	Test alternative TOU periods and work on customer-related costs



TOTAL HOURS **31.40**

TIMEKEEPER NAME – Jigme X. Norbu

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
05/02/18	Conference call with the client.	
05/10/18	Compiled data for various O&M templates.	
05/11/18	Updated and formatted MC Model draft;	
05/14/18	Updated MC Model draft.	
05/15/18	Updated MC Model draft.	
05/16/18	Updated MC Model draft.	
05/17/18	Updated MC Model draft.	

TOTAL HOURS **24.00**

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DE 19-057
Exhibit 73 Part 2

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accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

July 13, 2018
Ref: 2092-001
Invoice # 23210

Tax ID 52-1203378

RE: Eversource Cost of Service Study - PO10279646

BILLING SUMMARY AND INVOICE

Previous Balance Due as of 06/13/18	\$ 38,143.00
Payments	0.00
BALANCE PAST DUE	38,143.00
Consulting Services for Period Ending 06/30/18	\$ 14,783.00
Expenses	0.00
CURRENT CHARGES*	14,783.00
TOTAL AMOUNT DUE	\$ 52,926.00

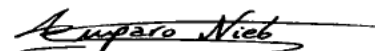
Current Limit Not-To-Exceed - \$175,000.00
Total \$ Spent to Date - \$52,926.00
Remaining \$ Not-To-Exceed - \$122,074.00

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction:
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-001
Invoice # 23210
July 13, 2018
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			6,175.00
C Chen			8,608.00
TOTAL FEES:			14,783.00
TOTAL DUE THIS BILLING ONLY:			14,783.00

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
06/19/18	Meeting with Ed Davis and prepare presentation for Eversource	
06/21/18	Estimate marginal losses	
06/27/18	Compute economic carrying charges	
06/29/18	Work on report and model updates	
TOTAL HOURS		

TIMEKEEPER NAME – Carson Chen

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
06/01/18	Updated distribution marginal costs model and probability of peak model. Added region information to the models.	
06/04/18	Updated service drop cost tables and summary for three-phase facilities.	
06/05/18	Continued to update and re-format portions of the MC model.	
06/12/18	Updated A&G calculation tables, created charts and added regressions.	
06/19/18	Attended client meeting and discussed data request details.	
06/22/18	Updated the model with new customer weight numbers.	
TOTAL HOURS		

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

August 14, 2018
Ref: 2092-001
Invoice # 23374

Tax ID 52-1203378

RE: Eversource Cost of Service Study - PO10279646

BILLING SUMMARY AND INVOICE

Previous Balance Due as of 07/13/18	\$ 52,926.00
Payments	0.00
BALANCE PAST DUE	52,926.00
Consulting Services for Period Ending 07/31/18	\$ 26,007.50
Expenses	0.00
CURRENT CHARGES*	26,007.50
TOTAL AMOUNT DUE	\$ 78,933.50

Current Limit Not-To-Exceed - \$175,000.00

Total \$ Spent to Date - \$78,933.50

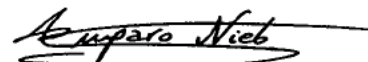
Remaining \$ of Not-To-Exceed Limit - \$96,066.50

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-001
Invoice # 23374
August 14, 2018
Page 2

TIMEKEEPER SUMMARY

A Nieto
CA Sheils

RATE



HOURS



TOTALS

22,087.50
3,920.00


TOTAL FEES:

26,007.50


TOTAL DUE THIS BILLING ONLY:

26,007.50

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
07/01/18	Refine marginal station costs. Prepare questions for Russell Johnson	
07/02/18	Updates to MC calculations and additional email exchanges with Eversource	
07/03/18	Update substation costs and customer-related costs based on additional information	
07/04/18	Call with Eversource	
07/05/18	Report	
07/06/18	Model updates	
07/11/18	Call with Eversource and revise analysis of distribution facilities	
07/12/18	Executive summary and report updates	
07/13/18	Edits to report	
07/14/18	Final edits to report	
07/15/18	Final edits to report	
TOTAL HOURS		

TIMEKEEPER NAME – Charles A. Sheils

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
07/09/18	Updated data and report	
07/12/18	Updated and created tables in Excel and Stata	
07/13/18	Updated and created tables in Excel	
TOTAL HOURS		

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accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

October 10, 2018
Ref: 2092-001
Invoice # 23717

Tax ID 52-1203378

RE: Eversource Cost of Service Study - PO10279646

BILLING SUMMARY AND INVOICE

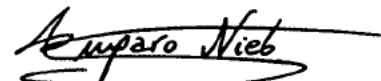
Previous Balance Due as of 08/14/18	\$ 78,946.50
Payments	0.00
Adjustments	(13.00)
BALANCE PAST DUE	78,933.50
 Consulting Services for Period Ending 09/30/18	 \$ 6,175.00
Expenses	0.00
CURRENT CHARGES*	6,175.00
 TOTAL AMOUNT DUE	 \$ 85,108.50

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto


cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-001
Invoice # 23717
October 10, 2018
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			6,175.00
TOTAL FEES:			6,175.00
TOTAL DUE THIS BILLING ONLY:			6,175.00

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
09/20/18	Review of Commission's proposal - Option B and provide comments.	
09/26/18	Conference call to discuss requests from OCA and preparation of draft responses	
09/27/18	Review and comment on draft response from Eversource to OCA's email. Prepare back-up files for response to OCA requests. Prepare Word document comparing proposed Option B with MCOSS.	
09/28/18	Email exchanges about projects for MCOS	
09/28/18	Prepare back up file for distribution substation projects	
TOTAL HOURS		

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DE 19-057
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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

November 14, 2018
Ref: 2092-001
Invoice # 23952

Tax ID 52-1203378

RE: Eversource Cost of Service Study - PO10279646

BILLING SUMMARY AND INVOICE

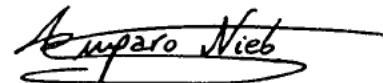
Previous Balance Due as of 10/10/18	\$ 85,108.50
Payments	(78,933.50)
BALANCE PAST DUE	6,175.00
 Consulting Services for Period Ending 10/31/18	 \$ 9,500.00
Expenses	0.00
CURRENT CHARGES*	9,500.00
 TOTAL AMOUNT DUE	 \$ 15,675.00

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto


cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-001
Invoice # 23952
November 14, 2018
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			9,500.00
TOTAL FEES:			9,500.00
TOTAL DUE THIS BILLING ONLY:			9,500.00

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
10/01/18	Exchanges and call to discuss MCOS study, draft response to OCA's questions as well as provide clarification to Mr. Russel on the approach and implications for DER.	
10/09/18	MCOS testimony	
10/10/18	Discuss response to additional OCA's questions.	
10/15/18	Study update.	
10/15/18	MCOS revision using updated project dollar and MVA information provided by Russel.	
10/18/18	Prepare and clean up back-up files to respond to OCA requests (items a-e)	
10/23/18	Email exchanges with Mr. Russel regarding the weather normalization factor, step load additions and growth by region, to respond to OCA.	
10/25/18	Review response to OCA regarding projects used.	
10/30/18	Develop MCOS revenue requirement calculation	
TOTAL HOURS		

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accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
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February 14, 2019
Ref: 2092-001
Invoice # 24421

Tax ID 52-1203378

RE: Eversource Cost of Service Study - PO10279646

BILLING SUMMARY AND INVOICE

Previous Balance Due as of 11/14/18	\$ 15,675.00
Payments	(15,675.00)
BALANCE PAST DUE	0.00
Consulting Services for Period Ending 01/31/19	\$ 6,650.00
Expenses	0.00
CURRENT CHARGES*	6,650.00
TOTAL AMOUNT DUE	\$ 6,650.00

Handwritten: 02/14/19

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated

Amparo Nieto

Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

REDACTED -

DE 19-057
Exhibit 73 Part 2


2092-001
Invoice # 24421
February 14, 2019
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			6,650.00
TOTAL FEES:			6,650.00
TOTAL DUE THIS BILLING ONLY:			6,650.00

2092-001
Invoice # 24421
February 14, 2019
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
01/09/19	REview OCA Office comments on the MCOSS	
01/16/19	Draft MCOS testimony	
01/23/19	Prepare COS studies for Feb meeting.	
01/24/19	Drafting testimony	
01/29/19	Update MCOSS	
TOTAL HOURS		

In affiliation with
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DE 19-057
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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

March 12, 2019
Ref: 2092-001
Invoice # 24578

Tax ID 52-1203378

RE: Eversource Cost of Service Study - PO10279646

BILLING SUMMARY AND INVOICE

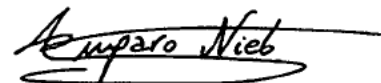
Previous Balance Due as of 02/14/19	\$	6,650.00
Payments		0.00
BALANCE PAST DUE		6,650.00
Consulting Services for Period Ending 02/28/19	\$	6,887.50
Expenses		0.00
CURRENT CHARGES*		6,887.50
TOTAL AMOUNT DUE	\$	13,537.50

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]


Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
02/05/19	Updates to MCOS with additional data received.	
02/06/19	Update MCOSS model with additional data.	
02/07/19	update to MCOS	
02/27/19	Begin preparing responses for OCA DRs	
02/28/19	Preparing responses for OCA DRs	
02/28/19	Conference call about NEM docket provisions	
TOTAL HOURS		

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DE 19-057
Exhibit 73 Part 2
(202) 223-4700
Fax: (202) 296-7138
www.ei.com
accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

April 12, 2019
Ref: 2092-001
Invoice # 24746

Tax ID 52-1203378

RE: Eversource Cost of Service Study - PO10279646

BILLING SUMMARY AND INVOICE

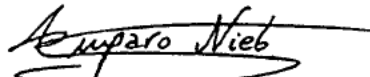
Previous Balance Due as of 03/12/19	\$ 13,537.50
Payments	0.00
BALANCE PAST DUE	13,537.50
 Consulting Services for Period Ending 03/31/19	 \$ 5,225.00
Expenses	0.00
CURRENT CHARGES*	5,225.00
 TOTAL AMOUNT DUE	 \$ 18,762.50

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

REDACTED


2092-001
Invoice # 24746
April 12, 2019
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			5,225.00
TOTAL FEES:			5,225.00
TOTAL DUE THIS BILLING ONLY:			5,225.00

2092-001
Invoice # 24746
April 12, 2019
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
03/01/19	Preparing data responses for OCA under NEM Docket	
03/04/19	Preparing data responses for OCA under NEM Docket	
03/05/19	Preparing data responses for OCA under NEM Docket 16-576	
03/08/19	Preparing data responses for OCA under NEM Docket 16-576	
TOTAL HOURS		

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accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

August 13, 2019
Ref: 2092-002
Invoice # 25422

USE AS ORIGINAL

Tax ID 52-1203378

RE: Eversource Rate Case – PO10279646

BILLING SUMMARY AND INVOICE

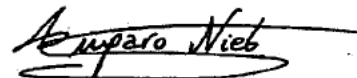
Previous Balance Due as of 07/10/19	\$ 57,486.50
Payments	0.00
BALANCE PAST DUE	57,486.50
Consulting Services for Period Ending 07/31/19	\$ 10,934.50
Expenses	0.00
CURRENT CHARGES*	10,934.50
TOTAL AMOUNT DUE	\$ 68,421.00

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

000584


2092-002
Invoice # 25422
August 13, 2019
Page 2

TIMEKEEPER SUMMARY


	RATE	HOURS	TOTALS
A Nieto			7,600.00
PS Harmon			3,334.50
TOTAL FEES:			10,934.50
TOTAL DUE THIS BILLING ONLY:			10,934.50

2092-002
Invoice # 25422
August 13, 2019
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
07/01/19	MCOSS response to DRs	
07/02/19	MCOSS response to DRs	
07/03/19	MCOSS response to DRs	
07/04/19	MCOSS response to DRs	
07/08/19	MCOSS response to DRs	
07/09/19	MCOSS response to DRs	
07/11/19	MCOSS response to DRs	
07/12/19	MCOSS response to DRs	
TOTAL HOURS		

TIMEKEEPER NAME – Philip S. Harmon

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
07/01/19	Determined peak hours; Formatted model.	
07/02/19	Updated peak hour analysis.	
07/03/19	Updated peak hour analysis.	
07/08/19	Updated model.	
TOTAL HOURS		

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accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

September 11, 2019
Ref: 2092-002
Invoice # 25648

Tax ID 52-1203378

RE: Eversource Rate Case – PO10279646

BILLING SUMMARY AND INVOICE

Previous Balance Due as of 08/13/19	\$ 68,421.00
Payments	(2,375.00)
Finance Charge	832.18
BALANCE PAST DUE	66,878.18
Consulting Services for Period Ending 08/31/19	\$ 8,217.50
Expenses	0.00
Credit Applied	(3,325.00)
CURRENT CHARGES*	4,892.50
TOTAL AMOUNT DUE	\$ 71,770.68

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

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Amparo Nieto

Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 25648
September 11, 2019
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
08/16/19	Conference call to discuss plan for responding to IRs	
08/19/19	Prepare draft responses to TWH and OCA IRs.	
08/20/19	Drafted responses to TWH and OCA IRs	
08/21/19	Review draft responses sent by J. Ullram and provide comments. Exchange emails with Russel J. with my review of his draft responses.	
08/23/19	Revise draft answers and provide comments.	
08/26/19	Review draft responses sent by Jenn Ullram and Ed Davis and provide comments.	
08/27/19	Review draft responses	
08/29/19	Conference call for prep session and additional review of IRs.	
08/30/19	Preparing for technical conference	
TOTAL HOURS		

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

October 11, 2019
Ref: 2092-002
Invoice # 25818

Tax ID 52-1203378

RE: Eversource Rate Case – PO10279646

BILLING SUMMARY AND INVOICE

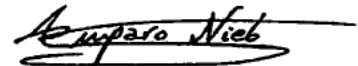
Previous Balance Due as of 09/11/19	\$ 75,095.68
Payments	<u>(58,436.50)</u>
BALANCE PAST DUE	16,659.18
Consulting Services for Period Ending 09/30/19	\$ 14,250.00
Expenses	<u>1,109.46</u>
CURRENT CHARGES*	15,359.46
TOTAL AMOUNT DUE	\$ 32,018.64

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

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Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 25818
October 11, 2019
Page 2


TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A. Nieto			14,250.00
TOTAL FEES:			14,250.00

DATE	DESCRIPTION OF EXPENSE ADVANCES	AMOUNT
09/09/19	Technical Conference at PUC New Hampshire	1,109.46
TOTAL EXPENSE ADVANCES		1,109.46
TOTAL DUE THIS BILLING ONLY:		15,359.46

2092-002
Invoice # 25818
October 11, 2019
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
09/03/19	Preparation for technical conference	
09/04/19	Preparation for technical conference	
09/06/19	Technical conference attendance	
09/09/19	Work with Jennifer Ullram regarding back up files and drafted answers.	
09/13/19	Research into 908	
09/16/19	Drafted and reviewed responses to OCA and TWH	
09/17/19	Drafted responses to DRs	
09/18/19	Drafted responses to DRs.	
09/19/19	Drafted responses to DRs	
09/20/19	Drafted responses to DRs	
09/23/19	Drafted responses to DRs	
09/26/19	Drafted responses to DRs	
09/27/19	Drafted responses to DRs	
09/30/19	Review edits to draft responses.	
TOTAL HOURS		

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accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

December 5, 2019
Ref: 2092-002
Invoice # 26117

Tax ID 52-1203378

RE: Eversource Rate Case – PO10279646

BILLING SUMMARY AND INVOICE

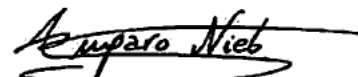
Previous Balance Due as of 11/12/19	\$ 43,174.46
Payments	(15,359.46)
BALANCE PAST DUE	27,815.00
Consulting Services for Period Ending 11/30/19	\$ 3,087.50
Expenses	2,437.01
CURRENT CHARGES*	5,524.51
TOTAL AMOUNT DUE	\$ 33,339.51

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102



REDACTED

2092-002
Invoice # 26117
December 5, 2019
Page 3

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A. Nieto			3,087.50
TOTAL FEES:			3,087.50

DATE	DESCRIPTION OF EXPENSE ADVANCES	AMOUNT
11/08/19	Travel expenses	2,437.01
TOTAL EXPENSE ADVANCES		2,437.01
TOTAL DUE THIS BILLING ONLY:		5,524.51




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DE 19-057
Exhibit 73 Part 2

2092-002
Invoice # 26117
December 5, 2019
Page 4

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
11/05/19	Work on answers to Post-technical conference questions. Prepare the files for the July MCOSS.	
11/06/19	Work on answers to Post-technical conference questions.	
11/18/19	Additional files and responses to questions from OCA.	
11/20/19	Edits to a draft response.	
TOTAL HOURS		

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accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

January 10, 2020
Ref: 2092-002
Invoice # 26363

Tax ID 52-1203378

RE: Eversource Rate Case – PO10279646

BILLING SUMMARY AND INVOICE

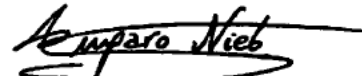
Previous Balance Due as of 12/05/19	\$ 33,339.51
Payments	0.00
BALANCE PAST DUE	33,339.51
Consulting Services for Period Ending 12/31/19	\$ 6,175.00
Expenses	0.00
CURRENT CHARGES*	6,175.00
TOTAL AMOUNT DUE	\$ 39,514.51

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated




Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 26363
January 10, 2020
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
12/20/19	Review OCA testimony and provide initial feedback	
12/23/19	Call and continued review of testimonies	
12/27/19	Continued review of testimony and draft of comments	
12/30/19	Work on draft outline and issues	
12/31/19	Work on draft outline and issues	
TOTAL HOURS		

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

February 11, 2020
Ref: 2092-002
Invoice # 26528

Tax ID 52-1203378

RE: Eversource Rate Case – PO10985117

BILLING SUMMARY AND INVOICE

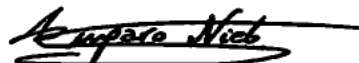
Consulting Services for Period Ending 01/31/20	\$ 14,250.00
Expenses	0.00
CURRENT CHARGES*	14,250.00
TOTAL AMOUNT DUE	\$ 14,250.00

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated




Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 26528
February 11, 2020
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
01/09/20	Drafting rebuttal testimony and interrogatories.	
01/10/20	Drafting interrogatories. Drafting rebuttal testimony.	
01/13/20	Drafting interrogatory. Additional research and review and edit document from Jen Ullram.	
01/27/20	Drafting testimony	
01/27/20	Draft rebuttal testimony	
01/28/20	Work on draft rebuttal	
01/30/20	Drafting testimony	
01/31/20	Prepared summary of rebuttal topics. Reviewed responses received, and drafted additional testimony.	
TOTAL HOURS		

REDACTED

DE 19-057
Exhibit 73 Part 2

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

February 11, 2020
Ref: 2092-002
Invoice # 26528

Tax ID 52-1203378

RE: Eversource Rate Case – PO10985117

BILLING SUMMARY AND INVOICE

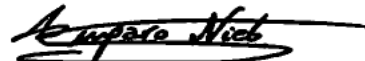
Consulting Services for Period Ending 01/31/20	\$ 14,250.00
Expenses	0.00
CURRENT CHARGES*	14,250.00
TOTAL AMOUNT DUE	\$ 14,250.00

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction:
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated




Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

000599

2092-002
Invoice # 26528
February 11, 2020
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
01/09/20	Drafting rebuttal testimony and interrogatories.	
01/10/20	Drafting interrogatories. Drafting rebuttal testimony.	
01/13/20	Drafting interrogatory. Additional research and review and edit document from Jen Ullram.	
01/27/20	Drafting testimony	
01/27/20	Draft rebuttal testimony	
01/28/20	Work on draft rebuttal	
01/30/20	Drafting testimony	
01/31/20	Prepared summary of rebuttal topics. Reviewed responses received, and drafted additional testimony.	
TOTAL HOURS		

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DE 19-057
Exhibit 73 Part 2

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

September 9, 2020
Ref: 2092-002
Invoice # 27591

Tax ID 52-1203378

RE: Eversource Rate Case – PO10985117

BILLING SUMMARY AND INVOICE

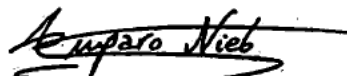
Previous Balance Due as of 04/14/20	\$ 19,568.50
Payments	(13,437.00)
Finance Charge	362.85
BALANCE PAST DUE	6,494.35
Consulting Services for Period Ending 08/31/20	\$ 3,800.00
Expenses	0.00
CURRENT CHARGES*	3,800.00
TOTAL AMOUNT DUE	\$ 10,294.35

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction:
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

000601

2092-002
Invoice # 27591
September 9, 2020
Page 2

TIMEKEEPER SUMMARY

A Nieto

RATE

HOURS

TOTALS

3,800.00

TOTAL FEES:


3,800.00

TOTAL DUE THIS BILLING ONLY:

3,800.00

2092-002
Invoice # 27591
September 9, 2020
Page 3

TIMEKEEPER NAME -- Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
08/20/20	Review of transmission-level load profiles, convert to EST and input in pop model	
08/24/20	Work with probability of peak model with transmission loads	
08/25/20	Preparation of note with alternative TOU periods.	
08/26/20	Meeting to discuss the TOU periods and updates following the call.	
TOTAL HOURS		

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

October 5, 2020
Ref: 2092-002
Invoice # 27730

Tax ID 52-1203378

RE: Eversource Rate Case -- PO10985117

BILLING SUMMARY AND INVOICE

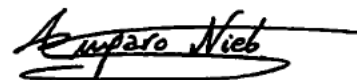
Previous Balance Due as of 09/09/20	\$ 10,294.35
Payments	0.00
Finance Charge	58.46
BALANCE PAST DUE	10,352.81
Consulting Services for Period Ending 09/30/20	\$ 1,187.50
Expenses	0.00
CURRENT CHARGES*	1,187.50
TOTAL AMOUNT DUE	\$ 11,540.31

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction:
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 27730
October 5, 2020
Page 2


TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			1,187.50
TOTAL FEES:			1,187.50
TOTAL DUE THIS BILLING ONLY:			1,187.50

REDACTED

2092-002
Invoice # 27730
October 5, 2020
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
09/15/20	Updated TOU note to include additional runs	
09/18/20	Update TOU note and review of E. Davis rate design.	
TOTAL HOURS		

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The Allen Consulting Group, Australia

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

September 6, 2018
Ref: 2092-002
Invoice # 23512

Tax ID 52-1203378

RE: Eversource Energy Rate Case – ACOS Study and Rate Support
- PO10672156

BILLING SUMMARY AND INVOICE

Previous Balance Due	\$	0.00
Payments		<u>0.00</u>
BALANCE PAST DUE		0.00
Consulting Services for Period Ending 08/31/18	\$	9,979.00
Expenses		<u>0.00</u>
CURRENT CHARGES*		9,979.00
TOTAL AMOUNT DUE	\$	<u>9,979.00</u>

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction:
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated

USE AS ORIGINAL
10/11/18 ST

Amparo Nieto

Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 23512
September 6, 2018
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			8,075.00
PS Harmon			980.00
GR Perez-Putnam			924.00
TOTAL FEES:			9,979.00
TOTAL DUE THIS BILLING ONLY:			9,979.00

2092-002
Invoice # 23512
September 6, 2018
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
08/27/18	Prepare kick-off presentation	
08/28/18	Conference call and start organizing team and model template	
08/29/18	Work on model	
08/30/18	Work on model	
08/31/18	Work on model	
TOTAL HOURS		

TIMEKEEPER NAME – Philip S. Harmon

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
08/28/18	Conference call with Eversource, and preparatory modelling work	
TOTAL HOURS		

TIMEKEEPER NAME – Gabriel R. Perez-Putnam

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
08/28/18	Conference call with Eversource, and preparatory modelling work	
TOTAL HOURS		

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

October 10, 2018
Ref: 2092-002
Invoice # 23718

Tax ID 52-1203378

RE: Eversource Energy Rate Case – ACOS Study and Rate Support
- PO10672156

BILLING SUMMARY AND INVOICE

Previous Balance Due as of 09/06/18	S	9,979.00
Payments		0.00
BALANCE PAST DUE		9,979.00
Consulting Services for Period Ending 09/30/18	S	6,650.00
Expenses		0.00
CURRENT CHARGES*		6,650.00
TOTAL AMOUNT DUE	S	16,629.00

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction:
(International Clients: add

* ACH Instructions:

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10/10/18 ST

Amparo Nieto

Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 23718
October 10, 2018
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			6,650.00
TOTAL FEES:			6,650.00
TOTAL DUE THIS BILLING ONLY:			6,650.00

2092-002
Invoice # 23718
October 10, 2018
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
09/04/18	Call to discuss status update of COSS	
09/04/18	Email with question and comment on min system input data	
09/05/18	Review files provided and provide comments on use of HW index and folow-up questions.	
09/11/18	Conference call on streetlighting model. Review of model. Update ACOS model.	
09/19/18	Load research discussion call and review of past information.	
09/20/18	Updates to the model template	
09/24/18	Review data provided and input in the model	
TOTAL HOURS		

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

November 14, 2018
Ref: 2092-002
Invoice # 23954

Tax ID 52-1203378

RE: Eversource Energy Rate Case – ACOS Study and Rate Support
- PO10672156

BILLING SUMMARY AND INVOICE

Previous Balance Due as of 10/10/18	S	16,629.00
Payments		0.00
BALANCE PAST DUE		16,629.00
Consulting Services for Period Ending 10/31/18	S	20,463.50
Expenses		0.00
CURRENT CHARGES*		20,463.50
TOTAL AMOUNT DUE	S	37,092.50

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction:
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

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P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 23954
November 14, 2018
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			16,862.50
PS Harmon			3,052.00
PS Harmon			549.00
TOTAL FEES:			20,463.50
TOTAL DUE THIS BILLING ONLY:			20,463.50

2092-002
Invoice # 23954
November 14, 2018
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
10/08/18	ACOS testimony - begin draft.	
10/10/18	Join conference call with the rate case team. Work on ACOS Model.	
10/15/18	Review draft revenue requirements and use for the ACOS model.	
10/16/18	Work on ACOS Model	
10/18/18	Work on ACOS Model	
10/22/18	Review Min System Study Results and base case load research information and work on developing allocators.	
10/23/18	Request and review clarification on Rate Classes needed for ACOS Model.	
10/29/18	Additional information requests. Work on the ACOS study.	
10/31/18	ACOS Testimony	
TOTAL HOURS		

TIMEKEEPER NAME – Philip S. Harmon

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
10/17/18	Spoke with economist; Updated load workbook.	
10/22/18	Input class allocators	
10/23/18	Added to model template.	
10/24/18	Added to model.	
10/25/18	Spoke with Economist; Updatd model.	
10/29/18	Spoke with economist and updated model.	
10/31/18	Updated model.	
TOTAL HOURS		

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

December 13, 2018
Ref: 2092-002
Invoice # 24110

Tax ID 52-1203378

RE: Eversource Energy Rate Case – ACOS Study and Rate Support
- PO10672156

BILLING SUMMARY AND INVOICE

Previous Balance Due as of 11/14/18	\$	37,092.50
Payments		0.00
BALANCE PAST DUE		37,092.50
 Consulting Services for Period Ending 11/30/18	\$	37,786.50
Expenses		0.00
CURRENT CHARGES*		37,786.50
 TOTAL AMOUNT DUE	\$	74,879.00

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

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6/13/18 SI

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Amparo Nieto

Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

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2092-002
Invoice # 24110
December 13, 2018
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			26,362.50
PS Harmon			10,304.00
C Stotz			1,120.00
TOTAL FEES:			37,786.50
TOTAL DUE THIS BILLING ONLY:			37,786.50


2092-002
Invoice # 24110
December 13, 2018
Page 3

TIMEKEEPER NAME – Amparo Nieto


<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
11/01/18	Work on ACOS Study	
11/02/18	Work on ACOS Study	
11/05/18	Work on ACOS Study	
11/08/18	ACOS DRs and work on the model	
11/09/18	Review work on ACOS model	
11/12/18	ACOS Study	
11/13/18	Conference call and work on ACOS study	
11/14/18	Review DR responses and coordinate work on ACOS study.	
11/15/18	Review DR responses and coordinate work on ACOS study	
11/16/18	Review DR responses and coordinate work on ACOS study	
11/19/18	Review DR responses and coordinate work on ACOS study	
11/20/18	Review DR responses and coordinate work on ACOS study	
11/21/18	Review DR responses and coordinate work on ACOS study	
11/23/18	Review DR responses and coordinate work on ACOS study	
11/24/18	Review DR responses and coordinate work on ACOS study	
11/26/18	Review DR responses and coordinate work on ACOS study	
11/27/18	Work on ACOS study	
11/29/18	Review DR responses and coordinate work on ACOS study	
11/30/18	Review summary tables of ACOS model	
TOTAL HOURS		

2092-002
Invoice # 24110
December 13, 2018
Page 4

TIMEKEEPER NAME – Philip S. Harmon

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
11/02/18	Updated ACOS model	
11/08/18	Updated data in model.	
11/09/18	Updated model.	
11/12/18	Updated model.	
11/15/18	Updated model.	
11/16/18	Updated and formatted model.	
11/26/18	Updated model.	
11/27/18	Updated model.	
11/28/18	Updated model and generated charts.	
11/29/18	Updated model.	
11/30/18	Updated model.	
TOTAL HOURS		

TIMEKEEPER NAME – Caleb Stotz

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
11/12/18	Created tables using ACOS information.	
TOTAL HOURS		

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

January 10, 2019
Ref: 2092-002
Invoice # 24243

Tax ID 52-1203378

**RE: Eversource Energy Rate Case – ACOS Study and Rate Support
- PO10672156**

BILLING SUMMARY AND INVOICE

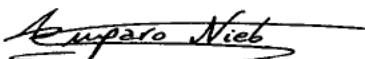
Previous Balance Due as of 12/13/18	\$ 74,879.00
Payments	0.00
Finance Charge	393.69
BALANCE PAST DUE	75,272.69
 Consulting Services for Period Ending 12/31/18	 \$ 13,624.50
Expenses	0.00
CURRENT CHARGES*	13,624.50
 TOTAL AMOUNT DUE	 \$ 88,897.19

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* **Wire Transfer Instruction:** [REDACTED]
(International Clients: [REDACTED])

* **ACH Instructions:** [REDACTED]

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Amparo Nieto

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Hartford, CT, 06102

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2092-002
Invoice # 24243
January 10, 2019
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			12,112.50
PS Harmon			1,512.00
TOTAL FEES:			13,624.50
TOTAL DUE THIS BILLING ONLY:			13,624.50

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
12/03/18	Review additional work on the ACOS model	
12/03/18	Review marginal cost revenue computation	
12/05/18	Review updates to the distribution system hourly loads and demand allocators. Update summary tables and draft testimony.	
12/06/18	ACOS model revisions.	
12/07/18	Prepare and send draft ACOS model with latest updates and comparison with MC revenues broken down by demand and customer categories.	
12/21/18	Draft testimony ACOS study	
12/27/18	Additional adjustments to ACOS model and updates to testimony.	
12/28/18	Preparation of draft bar charts for conference call, conference call with Eversource, and updates to draft testimony after call.	
12/31/18	Additional testimony drafting	
TOTAL HOURS		

TIMEKEEPER NAME – Philip S. Harmon

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
12/03/18	Updated model.	
12/05/18	Determined peak load hours with new data.	
12/07/18	Updated peak load hour tables.	
TOTAL HOURS		

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

February 14, 2019
Ref: 2092-002
Invoice # 24422

Tax ID 52-1203378

**RE: Eversource Energy Rate Case – ACOS Study and Rate Support
- PO10672156**

BILLING SUMMARY AND INVOICE

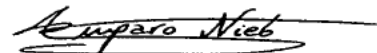
Previous Balance Due as of 01/10/19	\$ 88,897.19
Payments	(74,879.00)
BALANCE PAST DUE	14,018.19
 Consulting Services for Period Ending 01/31/19	 \$ 20,149.50
Expenses	0.00
CURRENT CHARGES*	20,149.50
 TOTAL AMOUNT DUE	 \$ 34,167.69

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

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Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 24422
February 14, 2019
Page 2


TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			18,525.00
PS Harmon			57.00
C Stotz			1,567.50

TOTAL FEES: 20,149.50

TOTAL DUE THIS BILLING ONLY: 20,149.50


TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
01/09/19	Draft testimony	
01/16/19	Updates to ACOS allocators	
01/17/19	ACOS draft testimony	
01/18/19	Conference call with Eversource lawyers and Rates. Advance drafts of ACOS testimony.	
01/23/19	Conference call with Eversource to discuss workplan.	
01/24/19	Update to ACOS Model	
01/28/19	Preparing studies for meeting and presentation	
01/29/19	Work on draft presentation for Feb meeting	
01/30/19	Draft presentation for Feb 4 meeting	
01/31/19	Preparing materials for Feb 4 meeting.	
TOTAL HOURS		

TIMEKEEPER NAME – Philip S. Harmon

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
01/29/19	Updated model format.	
TOTAL HOURS		

TIMEKEEPER NAME – Caleb Stotz

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
01/30/19	Updated and created table of contents for ACOS and MCOS models, created pie charts.	
TOTAL HOURS		

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

March 13, 2019
Ref: 2092-002
Invoice # 24579

Tax ID 52-1203378

**RE: Eversource Energy Rate Case – ACOS Study and Rate Support
- PO10672156**

BILLING SUMMARY AND INVOICE

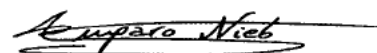
Previous Balance Due as of 02/14/19	\$ 34,167.69
Payments	(13,624.50)
Adjustments	(393.69)
BALANCE PAST DUE	20,149.50
Consulting Services for Period Ending 02/28/19	\$ 26,148.75
Expenses	1,117.60
CURRENT CHARGES*	27,266.35
TOTAL AMOUNT DUE	\$ 47,415.85

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 24579
March 13, 2019
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			26,006.25
PS Harmon			142.50
TOTAL FEES:			26,148.75

DATE	DESCRIPTION OF EXPENSE ADVANCES	AMOUNT
02/05/19	Meeting in Manchester - AN	1,117.60
TOTAL EXPENSE ADVANCES		1,117.60
TOTAL DUE THIS BILLING ONLY:		27,266.35

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
02/01/19	Presentation work	
02/04/19	Meetings at Eversource	
02/06/19	Prepare the NCP version at the request of Eversource.	
02/11/19	Revision to income tax allocation in ACOS model. Draft testimony.	
02/15/19	Prepare report providing justification for marginal cost-based allocation, the relative merits of EPMC over ACOS and class revenue results under both methods.	
02/18/19	Prepare report providing justification for marginal cost-based allocation, the relative merits of EPMC over ACOS and class revenue results under both methods.	
02/19/19	Conference call to discuss revenue req. allocation	
02/20/19	Updated ACOS model including allocation of transformer plant to streetlighting	
02/20/19	Updates to report on class allocation	
02/22/19	Conference call	
02/22/19	Testimony work	
02/25/19	Testimony work	
02/26/19	Review customer load data for rate design work. Test preliminary changes needed in current fixed charges to hit revenue targets.	
02/26/19	Drating testimony	
02/27/19	Conference call	
02/28/19	Call to discuss revenue allocation and rate design	
02/28/19	Drafting testimony	
TOTAL HOURS		

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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

April 16, 2019
Ref: 2092-002
Invoice # 24758

Tax ID 52-1203378

**RE: Eversource Energy Rate Case – ACOS Study and Rate Support
- PO10672156**

BILLING SUMMARY AND INVOICE

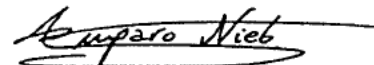
Previous Balance Due as of 03/13/19	\$ 47,415.85
Payments	(20,149.50)
BALANCE PAST DUE	27,266.35
Consulting Services for Period Ending 03/31/19	\$ 31,331.00
Expenses	0.00
CURRENT CHARGES*	31,331.00
TOTAL AMOUNT DUE	\$ 58,597.35

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

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Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 24758
April 16, 2019
Page 2


TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			26,600.00
PS Harmon			4,731.00


TOTAL FEES: 31,331.00

TOTAL DUE THIS BILLING ONLY: 31,331.00

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
03/05/19	First draft of testimonies	
03/06/19	First draft of testimonies	
03/07/19	Claryfying questions with Russel regarding MCOS Update	
03/14/19	Updates to ACOS with new information	
03/19/19	Updates to MCOS study and questions with Russel	
03/20/19	Updates to MCOS and exchanges with Russel J.	
03/21/19	Updates to MCOS and marginal cost revenues	
03/21/19	Preparing data responses for OCA under NEM Docket 16-576	
03/25/19	Update to ACOS model and testimony	
03/26/19	Clarifying questions and updates to MCOS	
03/26/19	Email exchange and updates to MCOS study and testimony.	
03/27/19	Updates to MCOS	
03/28/19	Updates to capital budget in MCOS and testimony.	
03/28/19	Updates to ACOS model and testimony	
03/29/19	Updates to ACOS model and testimony.	
03/31/19	Update ACOS with new information and update draft ACOS testimony	
TOTAL HOURS		

TIMEKEEPER NAME – Philip S. Harmon

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
03/14/19	Spoke with economist; Updated model with load data.	
03/15/19	Updated model with load data.	

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2092-002
Invoice # 24758
April 16, 2019
Page 4

03/18/19	Updated model.
03/25/19	Updated models.
03/26/19	Updated model.
03/28/19	Updated model.

TOTAL HOURS



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Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

May 6, 2019
Ref: 2092-002
Invoice # 24842

Tax ID 52-1203378

**RE: Eversource Energy Rate Case – ACOS Study and Rate Support
- PO10672156**

BILLING SUMMARY AND INVOICE

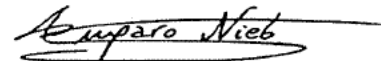
Previous Balance Due as of 04/16/19	\$ 58,597.35
Payments	(27,266.35)
BALANCE PAST DUE	31,331.00
 Consulting Services for Period Ending 04/30/19	 \$ 20,919.00
Expenses	0.00
CURRENT CHARGES*	20,919.00
 TOTAL AMOUNT DUE	 \$ 52,250.00

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

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Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

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DE 19-057
Exhibit 73 Part 2


2092-002
Invoice # 24842
May 6, 2019
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			19,237.50
PS Harmon			1,681.50
TOTAL FEES:			20,919.00
TOTAL DUE THIS BILLING ONLY:			20,919.00

2092-002
Invoice # 24842
May 6, 2019
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
04/02/19	Work on updates, email exchanges with Russel Johnson	
04/03/19	Further model checks	
04/05/19	ACOS study updates	
04/05/19	Call with Ed Davis and update of model.	
04/05/19	Call and review of PSNH report on Grid Modernization - Rate Designs	
04/09/19	Conference call to discuss rate case	
04/09/19	Calculations to allocate transformer to Streetlighting class	
04/18/19	Phone call, review of GV and LG allocators, and prepare other ACOS model updates.	
04/18/19	Testimony and report	
04/19/19	Allocation of transformer cost update	
04/22/19	Review updates to ACOS model	
04/23/19	Testimony and MC Report	
04/24/19	testimony updates	
04/25/19	Testimony updates	
04/30/19	Conference call and review of information, additional formatting of spreadsheet	
TOTAL HOURS		

TIMEKEEPER NAME – Philip S. Harmon

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
04/17/19	Updated model.	
04/18/19	Updated model.	

REDACTED

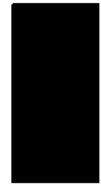
DE 19-057
Exhibit 73 Part 2

2092-002
Invoice # 24842
May 6, 2019
Page 4

04/19/19 Updated models.

04/24/19 Updated model.

TOTAL HOURS



In affiliation with
The Allen Consulting Group, Australia

REDACTED
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INCORPORATED

Washington DC · San Francisco · Tallahassee

2121 K Street, NW
Suite 1100
Washington DC 20037

DE 19-057
Exhibit 73 Part 2

(202) 223-4700
Fax: (202) 296-7138
www.ei.com
accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

June 12, 2019
Ref: 2092-002
Invoice # 25123

Tax ID 52-1203378

**RE: Eversource Energy Rate Case – ACOS Study and Rate Support
- PO10672156**

BILLING SUMMARY AND INVOICE

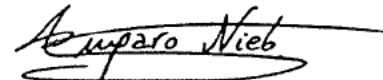
Previous Balance Due as of 05/06/19	\$ 52,250.00
Payments	(31,331.00)
BALANCE PAST DUE	20,919.00
 Consulting Services for Period Ending 05/31/19	 \$ 34,192.50
Expenses	0.00
CURRENT CHARGES*	34,192.50
 TOTAL AMOUNT DUE	 \$ 55,111.50

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 25123
June 12, 2019
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			28,025.00
T Nikvashvili			325.00
PS Harmon			5,842.50
TOTAL FEES:			34,192.50
TOTAL DUE THIS BILLING ONLY:			34,192.50

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
05/01/19	Check ACOS model updates	
05/02/19	Review ACOS Model updates and call with Eversource	
05/06/19	Calls with Eversource for discussions on the differences between cost allocators in new vs old ACOS study. Review of Min System factors and allocations.	
05/07/19	Review of ACOS and testimony	
05/08/19	Review of ACOS and testimony	
05/09/19	Model checks and drafting testimony	
05/10/19	Preparation of model for filing and drafting testimony	
05/13/19	Work with Eversource on preparation of exhibits	
05/15/19	Review proposed rates and bill impacts and comment	
05/16/19	Work on testimony and attachments	
05/17/19	Additional work on COS testimonies and Attachments	
05/18/19	Updates to COS Testimony	
05/18/19	REview and comment on Ed Davis' Rates testimony	
05/19/19	REview and comment on Ed Davis' Rates testimony	
05/21/19	Final edits to COS Testimonies and MCOSS Report	
05/22/19	Final updates to COSS testimony and report	
TOTAL HOURS		

TIMEKEEPER NAME – Tinatin Nikvashvili

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
05/10/19	Formatting tables. Converting them to PDF.	
TOTAL HOURS		

TIMEKEEPER NAME – Philip S. Harmon

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
05/01/19	Spoke with economist; Updated model.	
05/02/19	Spoke with economist; Updated model.	
05/03/19	Updated and formatted model.	
05/07/19	Updated model.	
05/08/19	Updated model.	
05/09/19	Updated model.	
05/10/19	Updated models.	
TOTAL HOURS		

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2121 K Street, NW
Suite 1100
Washington DC 20037

(202) 223-4700
Fax: (202) 296-7138
www.ei.com
accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

July 10, 2019
Ref: 2092-002
Invoice # 25240

Tax ID 52-1203378

**RE: Eversource Energy Rate Case – ACOS Study and Rate Support
- PO10672156**

BILLING SUMMARY AND INVOICE

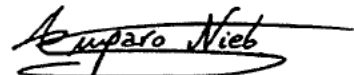
Previous Balance Due as of 06/12/19	\$ 55,111.50
Payments	0.00
BALANCE PAST DUE	55,111.50
Consulting Services for Period Ending 06/30/19	\$ 2,375.00
Expenses	0.00
CURRENT CHARGES*	2,375.00
TOTAL AMOUNT DUE	\$ 57,486.50

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102



2092-002
Invoice # 25240
July 10, 2019
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			2,375.00
TOTAL FEES:			2,375.00
TOTAL DUE THIS BILLING ONLY:			2,375.00

2092-002
Invoice # 25240
July 10, 2019
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
06/25/19	Call and preparation of responses	
06/26/19	Preparing draft responses to IRs	
TOTAL HOURS		

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Washington DC 20037

(202) 223-4700
Fax: (202) 296-7138
www.ei.com
accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

February 10, 2020
Ref: 2092-002
Invoice # 26363

Tax ID 52-1203378

RE: Eversource Rate Case – PO10947368

BILLING SUMMARY AND INVOICE

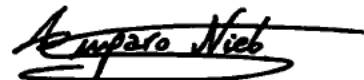
Previous Balance Due as of 12/05/19	\$ 33,990.00
Payments	0.00
BALANCE PAST DUE	33,990.00
TOTAL AMOUNT DUE	\$ 39,990.00

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 26363
February 10, 2020
Page 2

TIMEKEEPER SUMMARY

	RATE	HOURS	TOTALS
A Nieto			31,350.00
EE Greulich			2,640.00
TOTAL FEES:			33,990.00
TOTAL DUE THIS BILLING ONLY:			33,990.00

2092-002
Invoice # 26363
February 10, 2020
Page 3

TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
10/15/19	Response to Staff Questions	
10/16/19	Response to Staff Questions	
10/17/19	Response to Staff Questions	
10/18/19	Response to Staff Questions	
10/19/19	Response to Staff Questions	
10/21/19	Response to Staff and OCA Questions	
10/22/19	Response to Staff and OCA Questions	
10/23/19	Response to OCA Questions	
10/24/19	Edit draft responses to Staff/OCA	
10/27/19	Travel to NH for technical conference and preparation work.	
10/28/19	Attend technical conference and post-conference work data requests.	
10/29/19	Attend technical conference	
10/30/19	Travel time excluding airplane time	
12/20/19	Review OCA testimony and provide initial feedback	
12/23/19	Call and continued review of testimonies	
12/27/19	Continued review of testimony and draft of comments	
12/30/19	Work on draft outline and issues	
12/31/19	Work on draft outline and issues	
TOTAL HOURS		

TIMEKEEPER NAME – Erica E. Greulich

<u>DATE</u>	<u>DESCRIPTION</u>
10/24/19	Review hourly load data and disc with Mrs. Nieto.
10/25/19	Conduct normality tests with hour summarize results to prepare for

REDACTED

DE 19-057
Exhibit 73 Part 2

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Washington DC 20037

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www.ei.com
accounting@ei.com

Edward Davis
Rates and Cost of Service Manager
edward.davis@eversource.com

April 14, 2020
Ref: 2092-002
Invoice # 26833

Tax ID 52-1203378

RE: Eversource Rate Case – PO10985117

BILLING SUMMARY AND INVOICE

Previous Balance Due as of 03/08/20	\$ 60,846.50
Payments	(54,240.00)
BALANCE PAST DUE	6,606.50
Consulting Services for Period Ending 03/31/20	\$ 13,437.00
Expenses	0.00
CURRENT CHARGES*	13,437.00
TOTAL AMOUNT DUE	\$ 20,043.50

* Terms: Payment due and payable 30 days from statement date. Clients may take a 1% discount for payment of current charges within 15 days. Balances outstanding after 90 days will bear a finance charge of 1% per month.

* Wire Transfer Instruction: [REDACTED]
(International Clients: [REDACTED])

* ACH Instructions: [REDACTED]

Economists Incorporated



Amparo Nieto

cc: Eversource
P.O. Box 5017
Hartford, CT, 06102

2092-002
Invoice # 26833
April 14, 2020
Page 2

TIMEKEEPER SUMMARY


	RATE	HOURS	TOTALS
A Nieto			11,637.50
M Maeder			885.00
C Stotz			914.50

TOTAL FEES: 13,437.00


TOTAL DUE THIS BILLING ONLY: 13,437.00

2092-002
Invoice # 26833
April 14, 2020
Page 3


TIMEKEEPER NAME – Amparo Nieto

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
03/02/20	Edits to testimony and review of Davis draft.	
03/13/20	IRs Response	
03/16/20	Prepare responses to OCA IRs.	
03/18/20	Prepare responses to OCA IRs.	
03/19/20	Prepare responses to OCA IRs.	
03/20/20	Prepare responses to OCA IRs.	
TOTAL HOURS		

TIMEKEEPER NAME – Matthew Maeder

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
03/13/20	Compiling prior testimony on efficacy of Minimum System Analysis.	
03/16/20	Gathering Past Filings by Companies using Marginal System analysis. Collecting Marginal Distribution Costs Filings.	
TOTAL HOURS		

TIMEKEEPER NAME – Caleb Stotz

<u>DATE</u>	<u>DESCRIPTION</u>	<u>HOURS</u>
03/17/20	Researched cost service studies.	
03/18/20	Continued researching cost studies.	
TOTAL HOURS		

Invoice



February 21, 2018
Engagement No: 03487.00
Invoice No: 0010810

Public Service Co of New Hampshire
107 Selden Street
Berlin, CT 06037

Engagement 03487.00 PSNH ROE
Professional Services from December 1, 2017 to December 31, 2017

Phase 01 Direct

Professional Personnel

		Hours	Rate	Amount	
Analyst				1,326.00	
	Totals			1,326.00	
	Total Labor				1,326.00
			Total this Phase		\$1,326.00
			Total this Invoice		\$1,326.00

Billings to Date

	Current	Prior	Total
Labor	1,326.00	0.00	1,326.00
Totals	1,326.00	0.00	1,326.00

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement	03487.00	PSNH ROE	Invoice	0010810
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Billing Backup

Wednesday, February 21, 2018

Concentric Energy Advisors, Inc.

Invoice 0010810 Dated 2/21/2018

5:24:46 PM

Engagement	03487.00	PSNH ROE
Phase	01	Direct

Professional Personnel

		Hours	Rate	Amount	
Analyst					
Hurwitz, Jacob	12/1/2017	█	█	51.00	
ROE Model Update					
Hurwitz, Jacob	12/7/2017	█	█	306.00	
ROE Model Update					
Hurwitz, Jacob	12/8/2017	█	█	102.00	
ROE Model Update					
Hurwitz, Jacob	12/9/2017	█	█	153.00	
ROE Model Update					
Pryciak, Jessalyn	12/29/2017	█	█	510.00	
Growth rate download.					
Wang, Xinghao	12/11/2017	█	█	204.00	
Conducted S&P research on water industry					
Totals		█		1,326.00	
Total Labor					1,326.00
			Total this Phase		\$1,326.00
			Total this Engagement		\$1,326.00
			Total this Report		\$1,326.00

Invoice



March 22, 2018
Engagement No: 03487.00
Invoice No: 0010891

Public Service Co of New Hampshire
Attention: Accounts Payable
107 Selden Street
Berlin, CT 06037

Engagement 03487.00 PSNH ROE
Professional Services from January 1, 2018 to January 31, 2018

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount	
Project Manager			3,978.00	
Project Assistant			61.00	
Totals			4,039.00	
Total Labor				4,039.00

Unit Billing

Copies				
Black & White Copies, January 2018	196.0 Copies @ 0.08		15.68	
Total Units			15.68	15.68

Total this Phase \$4,054.68

Total this Invoice \$4,054.68

Outstanding Invoices

Number	Date	Balance
0010810	2/21/2018	1,326.00
Total		1,326.00

Billings to Date

	Current	Prior	Total
Labor	4,039.00	1,326.00	5,365.00
Unit	15.68	0.00	15.68
Totals	4,054.68	1,326.00	5,380.68

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement	03487.00	PSNH ROE	Invoice	0010891
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Billing Backup

Thursday, March 22, 2018

Concentric Energy Advisors, Inc.

Invoice 0010891 Dated 3/22/2018

7:52:22 AM

Engagement	03487.00	PSNH ROE
Phase	01	Direct

Professional Personnel

		Hours	Rate	Amount	
Project Manager					
Wall, Christopher	1/16/2018	█	█	153.00	
	Reviewed the NH PUC's most recent rate case orders.				
Wall, Christopher	1/18/2018	█	█	229.50	
	Reviewed the NH PUC's most recent rate case orders.				
Wall, Christopher	1/26/2018	█	█	306.00	
	Reviewed the NH PUC's most recent rate case orders.				
Wall, Christopher	1/29/2018	█	█	1,224.00	
	Reviewed the NH PUC's most recent rate case orders. Reviewed the testimony filed by Staff in the most recent electric and natural gas rate cases filed with the PUC. Developed the Proxy Group Analysis.				
Wall, Christopher	1/30/2018	█	█	841.50	
	Developed the Proxy Group Analysis.				
Wall, Christopher	1/31/2018	█	█	1,224.00	
	Reviewed the NH PUC's most recent rate case orders. Reviewed the testimony filed by Staff in the most recent electric and natural gas rate cases filed with the PUC.				
Project Assistant					
Kolb, Regina	1/31/2018	█	█	61.00	
	Pulled N.H. Rate Cases for C. Wall.				
	Totals	█		4,039.00	
	Total Labor				4,039.00

Unit Billing

Copies					
Black & White Copies, January 2018		196.0 Copies @ 0.08		15.68	
	Total Units			15.68	15.68
		Total this Phase			\$4,054.68
		Total this Engagement			\$4,054.68
		Total this Report			\$4,054.68

Invoice



April 19, 2018
Engagement No: 03487.00
Invoice No: 0010964

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Please remit in US Dollars to:
Concentric Energy Advisors, Inc.
Attention: Accounts Receivable
293 Boston Post Road West, Suite 500
Marlborough, MA 01752

Engagement 03487.00 PSNH ROE

Professional Services from February 1, 2018 to February 28, 2018

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount	
Project Manager	█	█	1,606.50	
Analyst	█	█	3,264.00	
Project Assistant	█	█	228.75	
Totals	█		5,099.25	
Total Labor				5,099.25
		Total this Phase		\$5,099.25
		Total this Invoice		\$5,099.25

Outstanding Invoices

Number	Date	Balance
0010810	2/21/2018	1,326.00
0010891	3/22/2018	4,054.68
Total		5,380.68

Billings to Date

	Current	Prior	Total
Labor	5,099.25	5,365.00	10,464.25
Unit	0.00	15.68	15.68
Totals	5,099.25	5,380.68	10,479.93

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0010964

Billing Backup

Thursday, April 19, 2018

Concentric Energy Advisors, Inc.

Invoice 0010964 Dated 4/19/2018

9:09:51 AM

Engagement 03487.00 PSNH ROE

Phase 01 Direct

Professional Personnel

		Hours	Rate	Amount	
Project Manager					
Wall, Christopher	2/1/2018	█	█	382.50	
Updated the proxy group analysis. Business Risk Research. Meeting with A. Bulkley.					
Wall, Christopher	2/6/2018	█	█	1,071.00	
Updated the proxy group analysis. Research for business risk analyses. Meeting with J. Pryciak to discuss the ROE exhibit package.					
Wall, Christopher	2/13/2018	█	█	153.00	
Email to J. Pryciak. Reviewed the operating subsidiary analysis.					
Analyst					
Pryciak, Jessalyn	2/6/2018	█	█	204.00	
Discussion of primary analysis steps.					
Pryciak, Jessalyn	2/12/2018	█	█	408.00	
Preparing list of proxy group subsidiaries for direct testimony on ROE.					
Pryciak, Jessalyn	2/13/2018	█	█	510.00	
Preparing list of proxy group subsidiaries, regulatory risk rankings, and adjustment mechanisms list for direct testimony on ROE.					
Pryciak, Jessalyn	2/14/2018	█	█	204.00	
Preparing list of proxy group subsidiaries, regulatory risk rankings, and adjustment mechanisms list for direct testimony on ROE.					
Pryciak, Jessalyn	2/16/2018	█	█	612.00	
Creating adjustment mechanism and regulatory risk summary for proxy group.					
Pryciak, Jessalyn	2/27/2018	█	█	357.00	
Creating adjustment mechanism summary for proxy group.					
Pryciak, Jessalyn	2/28/2018	█	█	969.00	
Research on and creating adjustment mechanism summary and CapEx files for proxy group.					
Project Assistant					
Kolb, Regina	2/5/2018	█	█	122.00	
Testimony formatting for C. Wall.					
Kolb, Regina	2/6/2018	█	█	30.50	
Testimony formatting for C. Wall.					
Kolb, Regina	2/21/2018	█	█	76.25	
Formatted direct testimony for C.Wall.					
Totals		█		5,099.25	
Total Labor					5,099.25
Total this Phase					\$5,099.25
Total this Engagement					\$5,099.25
Total this Report					\$5,099.25

Invoice



May 9, 2018
Engagement No: 03487.00
Invoice No: 0011035

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Please remit in US Dollars to:
Concentric Energy Advisors, Inc.
Attention: Accounts Receivable
293 Boston Post Road West, Suite 500
Marlborough, MA 01752

Engagement 03487.00 PSNH ROE
Professional Services from March 1, 2018 to March 31, 2018

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount	
Project Manager			688.50	
Totals			688.50	
Total Labor				688.50
		Total this Phase		\$688.50
		Total this Invoice		\$688.50

Outstanding Invoices

Number	Date	Balance
0010810	2/21/2018	1,326.00
0010891	3/22/2018	4,054.68
0010964	4/19/2018	5,099.25
Total		10,479.93

Billings to Date

	Current	Prior	Total
Labor	688.50	10,464.25	11,152.75
Unit	0.00	15.68	15.68
Totals	688.50	10,479.93	11,168.43

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement	03487.00	PSNH ROE	Invoice	0011035
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Billing Backup

Wednesday, May 9, 2018

Concentric Energy Advisors, Inc.

Invoice 0011035 Dated 5/9/2018

4:47:02 PM

Engagement	03487.00	PSNH ROE	
Phase	01	Direct	

Professional Personnel

		Hours	Rate	Amount	
Project Manager					
Wall, Christopher	3/7/2018			535.50	
	Updated the proxy group analysis. Developed data requests for PSNH. Email to A. Bulkley.				
Wall, Christopher	3/8/2018			153.00	
	Meeting with PSNH to discuss the ROE testimony.				
Totals				688.50	
Total Labor					688.50
			Total this Phase		\$688.50
			Total this Engagement		\$688.50
			Total this Report		\$688.50

Invoice



June 13, 2018
Engagement No: 03487.00
Invoice No: 0011193

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Please remit in US Dollars to:
Concentric Energy Advisors, Inc.
Attention: Accounts Receivable
293 Boston Post Road West, Suite 500
Marlborough, MA 01752

Engagement 03487.00 PSNH ROE
Professional Services from April 1, 2018 to April 30, 2018

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount	
Project Manager	████	████	2,218.50	
Assistant Consultant	████	████	242.00	
Analyst	██	████	102.00	
Totals	████		2,562.50	
Total Labor				2,562.50
		Total this Phase		\$2,562.50
		Total this Invoice		\$2,562.50

Outstanding Invoices

Number	Date	Balance
0010810	2/21/2018	1,326.00
0010891	3/22/2018	4,054.68
0010964	4/19/2018	5,099.25
0011035	5/9/2018	688.50
Total		11,168.43

Billings to Date

	Current	Prior	Total
Labor	2,562.50	11,152.75	13,715.25
Unit	0.00	15.68	15.68
Totals	2,562.50	11,168.43	13,730.93

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00	PSNH ROE	Invoice 0011193
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Billing Backup

Wednesday, June 13, 2018

Concentric Energy Advisors, Inc.

Invoice 0011193 Dated 6/13/2018

2:45:58 PM

Engagement 03487.00	PSNH ROE	

Phase 01	Direct	

Professional Personnel

		Hours	Rate	Amount	
Project Manager					
Cochis, Alexander	4/13/2018	█	█	918.00	
Meeting with AB; follow-up on research					
Cochis, Alexander	4/17/2018	█	█	918.00	
Meeting with JP; project review; follow-up meeting with CW.					
Cochis, Alexander	4/18/2018	█	█	306.00	
Research update					
Cochis, Alexander	4/19/2018	█	█	76.50	
Team update on case status					
Assistant Consultant					
Wang, Xinghao	4/5/2018	█	█	242.00	
Research SNL rate case profile for J.Coyne					
Analyst					
Pryciak, Jessalyn	4/17/2018	█	█	102.00	
Project overview and catch-up with Alex.					
Totals		█		2,562.50	
Total Labor					2,562.50
			Total this Phase		\$2,562.50
			Total this Engagement		\$2,562.50
			Total this Report		\$2,562.50

Invoice



October 23, 2018
Engagement No: 03487.00
Invoice No: 0011592

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Please remit in US Dollars to:
Concentric Energy Advisors, Inc.
Attention: Accounts Receivable
293 Boston Post Road West, Suite 500
Marlborough, MA 01752

Engagement 03487.00 PSNH ROE
Professional Services from September 1, 2018 to September 30, 2018

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager	█	█	81.75	
Project Manager	█	█	2,754.00	
Assistant Consultant	█	█	181.50	
Analyst	█	█	612.00	
Totals	█		3,629.25	
Total Labor				3,629.25
		Total this Phase		\$3,629.25
		Total this Invoice		\$3,629.25

Outstanding Invoices

Number	Date	Balance
0010810	2/21/2018	1,326.00
0010891	3/22/2018	4,054.68
0010964	4/19/2018	5,099.25
0011035	5/9/2018	688.50
Total		11,168.43

Billings to Date

	Current	Prior	Total
Labor	3,629.25	13,715.25	17,344.50
Unit	0.00	15.68	15.68
Totals	3,629.25	13,730.93	17,360.18

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0011592

Billing Backup

Tuesday, October 23, 2018

Concentric Energy Advisors, Inc.

Invoice 0011592 Dated 10/23/2018

3:06:02 PM

Engagement 03487.00 PSNH ROE

Phase 01 Direct

Professional Personnel

		Hours	Rate	Amount	
Senior Project Manager					
Trogonoski, John	6/25/2018	█	█	81.75	
Review update to business segment data; research SJI and SCG.					
Project Manager					
Wall, Christopher	9/13/2018	█	█	1,147.50	
Developed an outline of the Direct Testimony.					
Wall, Christopher	9/14/2018	█	█	1,224.00	
Developed an outline of the Direct Testimony. Conducted research for the outline of the Direct Testimony.					
Wall, Christopher	9/25/2018	█	█	382.50	
Rate Case and Capital Markets Research.					
Assistant Consultant					
Hurwitz, Jacob	8/1/2018	█	█	60.50	
Incorporated updated business segment data.					
Wang, Xinghao	6/21/2018	█	█	121.00	
Update business segment and generation section data.					
Analyst					
Hoegler, Peter	9/13/2018	█	█	153.00	
Conducted ROE analysis.					
Pryciak, Jessalyn	4/2/2018	█	█	204.00	
ROE model update - business segment.					
Pryciak, Jessalyn	9/12/2018	█	█	255.00	
Reviewing NH Commission's ROE considerations in prior cases.					
Totals		█		3,629.25	
Total Labor					3,629.25
Total this Phase					\$3,629.25
Total this Engagement					\$3,629.25
Total this Report					\$3,629.25

Invoice



November 15, 2018

Engagement No: 03487.00

Invoice No: 0011682

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Please remit in US Dollars to:
Concentric Energy Advisors, Inc.
Attention: Accounts Receivable
293 Boston Post Road West, Suite 500
Marlborough, MA 01752

Engagement 03487.00 PSNH ROE

Professional Services from October 1, 2018 to October 31, 2018

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount	
Senior VP			5,020.00	
Project Manager			15,300.00	
Analyst			7,599.00	
Associate			68.00	
Totals			27,987.00	
Total Labor				27,987.00
		Total this Phase		\$27,987.00
		Total this Invoice		\$27,987.00

Outstanding Invoices

Number	Date	Balance
0010810	2/21/2018	1,326.00
0010891	3/22/2018	4,054.68
0010964	4/19/2018	5,099.25
0011035	5/9/2018	688.50
0011592	10/23/2018	3,629.25
Total		14,797.68

Billings to Date

	Current	Prior	Total
Labor	27,987.00	17,344.50	45,331.50
Unit	0.00	15.68	15.68
Totals	27,987.00	17,360.18	45,347.18

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0011682

Billing Backup

Thursday, November 15, 2018

Concentric Energy Advisors, Inc.

Invoice 0011682 Dated 11/15/2018

4:53:24 PM

Engagement 03487.00 PSNH ROE

Phase 01 Direct

Professional Personnel

		Hours	Rate	Amount
Senior VP				
Bulkley, Ann	10/10/2018			1,004.00
Team rate review meeting.				
Bulkley, Ann	10/12/2018			753.00
Preparation of Direct Testimony.				
Bulkley, Ann	10/16/2018			502.00
Testimony review and revisions.				
Bulkley, Ann	10/22/2018			1,255.00
Reviewed draft testimony and provided feedback.				
Bulkley, Ann	10/23/2018			753.00
Edited draft testimony.				
Bulkley, Ann	10/25/2018			251.00
Meeting to discuss outstanding issues in testimony.				
Bulkley, Ann	10/31/2018			502.00
Testimony review and discussion about outstanding requirements.				
Project Manager				
Wall, Christopher	10/1/2018			153.00
Reviewed the outline and proxy group analysis. Meeting with J. Pryciak.				
Wall, Christopher	10/10/2018			382.50
Preparation for the call with PSNH. Meeting with PSNH to discuss the rate case.				
Wall, Christopher	10/12/2018			1,606.50
Reviewed and updated the Direct Testimony. Updated analysis for the Direct Testimony. Meeting with J. Pryciak. Developed the proxy group analysis. Meeting with A. Bulkley and C. Ramsland.				
Wall, Christopher	10/15/2018			1,606.50
Updated the Direct Testimony. Developed analyses for the Direct Testimony. Meeting with J. Pryciak.				
Wall, Christopher	10/16/2018			1,989.00
Updated the Direct Testimony. Developed analyses for the Direct Testimony. Meeting with J. Pryciak.				
Wall, Christopher	10/17/2018			2,142.00
Updated the Direct Testimony. Developed analyses for the Direct Testimony. Meeting with J. Pryciak.				
Wall, Christopher	10/18/2018			2,065.50
Updated the Direct Testimony. Developed analyses for the Direct Testimony. Meeting with J. Pryciak.				
Wall, Christopher	10/19/2018			994.50
Updated the Direct Testimony. Developed analyses for the Direct Testimony. Reviewed the exhibit package. Meeting with J. Pryciak.				
Wall, Christopher	10/21/2018			688.50
Updated the Direct Testimony. Developed analyses for the Direct Testimony. Reviewed the exhibit package.				
Wall, Christopher	10/22/2018			2,524.50
Updated the Direct Testimony. Developed analyses for the Direct Testimony. Reviewed the exhibit package. Meeting with A. Bulkley.				

Engagement	03487.00	PSNH ROE		Invoice	0011682
Wall, Christopher	10/23/2018			841.50	
Reviewed and updated the Direct Testimony and Exhibits. Meeting with J. Pryciak. Emails with A. Bulkley. Email to PSNH.					
Wall, Christopher	10/31/2018			306.00	
Meetings with A. Bulkley to discuss the Direct Testimony. Meeting with E. Chung and A. Bulkley.					
Analyst					
Hoegler, Peter	10/1/2018			510.00	
Updated the ROE model with September data.					
Hoegler, Peter	10/16/2018			204.00	
Conducted research on utility valuation and interest rates for direct testimony.					
Hoegler, Peter	10/19/2018			102.00	
Updated footnotes for testimony.					
Pryciak, Jessalyn	10/12/2018			714.00	
Updating capital markets charts and ROE tables for testimony draft.					
Pryciak, Jessalyn	10/15/2018			1,020.00	
Creating capital markets charts and ROE exhibits for first draft of testimony.					
Pryciak, Jessalyn	10/16/2018			969.00	
Working on exhibits and capital markets charts for ROE testimony draft.					
Pryciak, Jessalyn	10/17/2018			714.00	
Editing ROE exhibits and testimony draft.					
Pryciak, Jessalyn	10/18/2018			1,020.00	
Editing ROE exhibits and sections of testimony draft.					
Pryciak, Jessalyn	10/19/2018			1,224.00	
Editing ROE exhibits and sections of testimony draft.					
Pryciak, Jessalyn	10/22/2018			969.00	
Editing testimony sections and compiling, reviewing remainder of ROE testimony.					
Pryciak, Jessalyn	10/23/2018			153.00	
Reviewing edits and comments to testimony draft.					
Associate					
Ramsland, Charles	10/12/2018			68.00	
Went over Proxy Group for ROE models.					
Totals				27,987.00	
Total Labor					27,987.00
Total this Phase					\$27,987.00
Total this Engagement					\$27,987.00
Total this Report					\$27,987.00

Invoice



January 11, 2019
Engagement No: 03487.00
Invoice No: 0011772

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Professional Services from November 1, 2018 to November 30, 2018

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount	
Senior VP	█	█	251.00	
Project Manager	█	█	306.00	
Analyst	█	█	255.00	
Totals	█		812.00	
Total Labor				812.00
		Total this Phase		\$812.00
		Total this Invoice		\$812.00

Outstanding Invoices

Number	Date	Balance
0010810	2/21/2018	1,326.00
0010891	3/22/2018	4,054.68
0010964	4/19/2018	5,099.25
0011035	5/9/2018	688.50
0011592	10/23/2018	3,629.25
Total		14,797.68

Billings to Date

	Current	Prior	Total
Labor	812.00	45,331.50	46,143.50
Unit	0.00	15.68	15.68
Totals	812.00	45,347.18	46,159.18

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement	03487.00	PSNH ROE	Invoice	0011772
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Billing Backup

Concentric Energy Advisors, Inc.

Invoice 0011772 Dated 1/11/2019

Friday, January 11, 2019

12:24:37 PM

Engagement	03487.00	PSNH ROE
Phase	01	Direct

Professional Personnel

		Hours	Rate	Amount	
Senior VP					
Bulkley, Ann	11/30/2018	█	█	251.00	
Conference call to discuss decoupling.					
Project Manager					
Wall, Christopher	11/1/2018	█	█	76.50	
Developed data request list for PSNH.					
Wall, Christopher	11/2/2018	█	█	76.50	
Meeting with J. Pryciak.					
Wall, Christopher	11/30/2018	█	█	153.00	
Meeting with PSNH to discuss the rate case.					
Analyst					
Pryciak, Jessalyn	11/9/2018	█	█	255.00	
Working on declining use analysis as potential business risk.					
Totals		█		812.00	
Total Labor					812.00
			Total this Phase		\$812.00
			Total this Engagement		\$812.00
			Total this Report		\$812.00

Invoice



March 14, 2019
Engagement No: 03487.00
Invoice No: 0011989

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from January 1, 2019 to January 31, 2019

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount	
Project Manager			918.00	
Totals			918.00	
Total Labor				918.00
		Total this Phase		\$918.00
		Total this Invoice		\$918.00

Outstanding Invoices

Number	Date	Balance
0011592	10/23/2018	3,629.25
0011772	1/11/2019	812.00
0011868	2/4/2019	4,811.75
Total		9,253.00

Billings to Date

	Current	Prior	Total
Labor	918.00	50,955.25	51,873.25
Unit	0.00	15.68	15.68
Totals	918.00	50,970.93	51,888.93

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00	PSNH ROE	Invoice 0011989
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Billing Backup

Thursday, March 14, 2019

Concentric Energy Advisors, Inc.

Invoice 0011989 Dated 3/14/2019

4:43:07 PM

Engagement 03487.00	PSNH ROE	

Phase 01	Direct	

Professional Personnel

		Hours	Rate	Amount	
Project Manager					
Wall, Christopher	1/17/2019	████	████	765.00	
Developed updated ROE results.					
Wall, Christopher	1/18/2019	██	████	153.00	
Meeting with PSNH to discuss the Direct Testimony.					
Totals		██		918.00	
Total Labor					918.00
Total this Phase					\$918.00
Total this Engagement					\$918.00
Total this Report					\$918.00

Invoice



May 9, 2019
Engagement No: 03487.00
Invoice No: 0012162

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from March 1, 2019 to March 31, 2019

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount
Senior VP			3,012.00
Senior Project Manager			4,169.25
Consultant			792.00
Assistant Consultant			6,171.00
Analyst			153.00
Associate			136.00
Project Assistant			15.25
Totals			14,448.50
Total Labor			14,448.50
Total this Phase			\$14,448.50
Total this Invoice			\$14,448.50

Outstanding Invoices

Number	Date	Balance
0011592	10/23/2018	3,629.25
0011772	1/11/2019	812.00
0011868	2/4/2019	4,811.75
0011989	3/14/2019	918.00
Total		10,171.00

Billings to Date

	Current	Prior	Total
Labor	14,448.50	51,873.25	66,321.75
Unit	0.00	15.68	15.68
Totals	14,448.50	51,888.93	66,337.43

Engagement	03487.00	PSNH ROE	Invoice	0012162
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For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0012162

Billing Backup

Concentric Energy Advisors, Inc.

Invoice 0012162 Dated 5/9/2019

Thursday, May 9, 2019

2:57:24 PM

Engagement 03487.00 PSNH ROE

Phase 01 Direct

Professional Personnel

		Hours	Rate	Amount
Senior VP				
Bulkley, Ann	3/11/2019			502.00
Review of schedules for direct case.				
Bulkley, Ann	3/12/2019			502.00
Update to market discussion in testimony.				
Bulkley, Ann	3/14/2019			753.00
Testimony review.				
Bulkley, Ann	3/19/2019			753.00
Developed direct testimony.				
Bulkley, Ann	3/22/2019			502.00
Developed direct testimony.				
Senior Project Manager				
Wall, Christopher	3/5/2019			327.00
Reviewed the Direct Testimony.				
Wall, Christopher	3/7/2019			327.00
Reviewed the proxy group analysis. Email to J. Pryciak.				
Wall, Christopher	3/8/2019			163.50
Meeting with J. Pryciak.				
Wall, Christopher	3/12/2019			81.75
Meeting with J. Pryciak.				
Wall, Christopher	3/13/2019			245.25
Meeting with J. Pryciak.				
Wall, Christopher	3/14/2019			2,697.75
Updated and reviewed the direct testimony and Exhibits.				
Wall, Christopher	3/15/2019			327.00
Updated and reviewed the direct testimony and Exhibits. Email to E. Chung.				
Consultant				
Wang, Xinghao	3/11/2019			528.00
Updated capital market analysis				
Wang, Xinghao	3/13/2019			264.00
Updated capital market analysis				
Assistant Consultant				
Pryciak, Jessalyn	2/11/2019			60.50
Discussing timeline and next steps for ROE exhibits and testimony.				
Pryciak, Jessalyn	3/5/2019			423.50
Call to discuss exhibits and testimony update. Work on proxy group screen analysis.				
Pryciak, Jessalyn	3/6/2019			181.50
Work on proxy group screen analysis.				
Pryciak, Jessalyn	3/7/2019			484.00
Updating ROE exhibits.				
Pryciak, Jessalyn	3/8/2019			968.00
Updating ROE exhibits, discussing questions and plan for next steps with Chris.				
Pryciak, Jessalyn	3/11/2019			121.00
Updating exhibits and testimony, requesting Bloomberg data.				

Engagement	03487.00	PSNH ROE		Invoice	0012162
Pryciak, Jessalyn	3/12/2019			1,089.00	
Updating ROE exhibits, capital markets charts, and testimony.					
Pryciak, Jessalyn	3/13/2019			1,936.00	
Updating capital markets charts, all other charts, all ROE testimony.					
Pryciak, Jessalyn	3/14/2019			302.50	
Updating authorized ROE chart and reviewing and editing testimony.					
Pryciak, Jessalyn	3/15/2019			605.00	
Working on capital markets charts for ROE testimony.					
Analyst					
Hoegler, Peter	1/2/2019			51.00	
Updated ROE model.					
Hoegler, Peter	3/6/2019			102.00	
Updated ROE Model.					
Associate					
Ramsland, Charies	3/1/2019			136.00	
Updated ROE model.					
Project Assistant					
Kolb, Regina	3/12/2019			15.25	
Document work for A. Bulkley.					
Totals				14,448.50	
Total Labor					14,448.50
				Total this Phase	\$14,448.50
				Total this Engagement	\$14,448.50
				Total this Report	\$14,448.50

Invoice



May 30, 2019
Engagement No: 03487.00
Invoice No: 0012233

Public Service Company of New Hampshire
Eversource AP
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from April 1, 2019 to April 30, 2019

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount	
Senior VP	502.00			
Senior Project Manager	1,226.25			
Assistant Consultant	847.00			
Totals	2,575.25			
Total Labor				2,575.25
		Total this Phase		\$2,575.25
		Total this Invoice		\$2,575.25

Outstanding Invoices

Number	Date	Balance
0011592	10/23/2018	3,629.25
0011772	1/11/2019	812.00
0011868	2/4/2019	4,811.75
0011989	3/14/2019	918.00
0012162	5/9/2019	14,448.50
Total		24,619.50

Billings to Date

	Current	Prior	Total
Labor	2,575.25	66,321.75	68,897.00
Unit	0.00	15.68	15.68
Totals	2,575.25	66,337.43	68,912.68

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0012233

Billing Backup

Concentric Energy Advisors, Inc.

Invoice 0012233 Dated 5/30/2019

Thursday, May 30, 2019

12:55:56 PM

Engagement 03487.00 PSNH ROE

Phase 01 Direct

Professional Personnel

		Hours	Rate	Amount	
Senior VP					
Bulkley, Ann	4/9/2019			502.00	
	Reviewed direct testimony.				
Senior Project Manager					
Wall, Christopher	4/10/2019			1,062.75	
	Updated the Direct Testimony. Meeting with A. Bulkley.				
Wall, Christopher	4/11/2019			163.50	
	Reviewed the Direct Testimony.				
Assistant Consultant					
Pryciak, Jessalyn	4/8/2019			242.00	
	Responding to comments in testimony regarding CAPM and test year treatment in New Hampshire, conducting research and making edits for this.				
Pryciak, Jessalyn	4/9/2019			423.50	
	Responding to comments in testimony regarding CAPM and test year treatment in New Hampshire, conducting research and making edits for this.				
Pryciak, Jessalyn	4/10/2019			181.50	
	Discussing testimony updates and finalizing testimony updates.				
Totals				2,575.25	
Total Labor					2,575.25
			Total this Phase		\$2,575.25
			Total this Engagement		\$2,575.25
			Total this Report		\$2,575.25

Invoice



June 20, 2019
Engagement No: 03487.00
Invoice No: 0012295

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE

Company Purchase Order Number: 10783305

Professional Services from May 1, 2019 to May 31, 2019

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount	
Senior VP			3,639.50	
Senior Project Manager			4,905.00	
Consultant			1,716.00	
Project Assistant			45.75	
Totals			10,306.25	
Total Labor				10,306.25
		Total this Phase		\$10,306.25
		Total this Invoice		\$10,306.25

Outstanding Invoices

Number	Date	Balance
0011592	10/23/2018	3,629.25
0011772	1/11/2019	812.00
0011868	2/4/2019	4,811.75
0011989	3/14/2019	918.00
0012233	5/30/2019	2,575.25
Total		12,746.25

Billings to Date

	Current	Prior	Total
Labor	10,306.25	68,897.00	79,203.25
Unit	0.00	15.68	15.68
Totals	10,306.25	68,912.68	79,218.93

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0012295

Billing Backup

Thursday, June 20, 2019

Concentric Energy Advisors, Inc.

Invoice 0012295 Dated 6/20/2019

11:30:19 AM

Engagement 03487.00 PSNH ROE

Phase 01 Direct

Professional Personnel

		Hours	Rate	Amount
Senior VP				
Bulkley, Ann	5/8/2019			502.00
Developed direct testimony.				
Bulkley, Ann	5/9/2019			878.50
Developed direct testimony.				
Bulkley, Ann	5/15/2019			1,255.00
Developed direct testimony.				
Bulkley, Ann	5/17/2019			502.00
Finalized testimony.				
Bulkley, Ann	5/24/2019			502.00
Finalized testimony.				
Senior Project Manager				
Wall, Christopher	5/2/2019			327.00
Reviewed the Direct Testimony. Meeting with PSNH to discuss the Direct Testimony.				
Wall, Christopher	5/9/2019			1,144.50
Reviewed and updated the Direct Testimony and Exhibits.				
Wall, Christopher	5/10/2019			490.50
Meeting with A. Bulkley. Reviewed and updated the Direct Testimony and Exhibits.				
Wall, Christopher	5/13/2019			1,144.50
Capital Markets Research. Email to S. Wang. Business Risk Research.				
Wall, Christopher	5/16/2019			1,062.75
Reviewed and updated the Direct Testimony and Exhibits.				
Wall, Christopher	5/17/2019			735.75
Reviewed and updated the Direct Testimony and Exhibits.				
Consultant				
Wang, Xinghao	5/14/2019			132.00
Direct testimony and exhibits audit				
Wang, Xinghao	5/15/2019			528.00
Direct testimony and exhibits audit				
Wang, Xinghao	5/16/2019			1,056.00
ROE testimony and exhibit audit				
Project Assistant				
Kolb, Regina	5/8/2019			15.25
Document formatting for A. Bulkley.				
Kolb, Regina	5/16/2019			30.50
Document formatting and revisions for A. Bulkley.				
Totals				10,306.25
Total Labor				10,306.25
			Total this Phase	\$10,306.25
			Total this Engagement	\$10,306.25
			Total this Report	\$10,306.25

Invoice



August 8, 2019
Engagement No: 03487.00
Invoice No: 0012463

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE

Company Purchase Order Number: 10783305

Professional Services from June 1, 2019 to June 30, 2019

Phase 02 Discovery

Professional Personnel

	Hours	Rate	Amount	
Senior VP			1,631.50	
Senior Project Manager			1,062.75	
Project Assistant			732.00	
Totals			3,426.25	
Total Labor				3,426.25
		Total this Phase		\$3,426.25
		Total this Invoice		\$3,426.25

Outstanding Invoices

Number	Date	Balance
0011868	2/4/2019	4,811.75
Total		4,811.75

Billings to Date

	Current	Prior	Total
Labor	3,426.25	79,203.25	82,629.50
Unit	0.00	15.68	15.68
Totals	3,426.25	79,218.93	82,645.18

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0012463

Billing Backup

Thursday, August 8, 2019

Concentric Energy Advisors, Inc.

Invoice 0012463 Dated 8/8/2019

4:26:31 PM

Engagement 03487.00 PSNH ROE

Phase 02 Discovery

Professional Personnel

		Hours	Rate	Amount
Senior VP				
Bulkley, Ann	6/27/2019			753.00
	Responded to discovery requests.			
Bulkley, Ann	6/28/2019			878.50
	Developed discovery responses.			
Senior Project Manager				
Wall, Christopher	6/26/2019			654.00
	Reviewed the data requests received from Staff. Developed the responses and attachments to the data requests received from Staff.			
Wall, Christopher	6/27/2019			163.50
	Meeting with A. Bulkley.			
Wall, Christopher	6/28/2019			245.25
	Developed the responses and attachments to the data requests received from Staff.			
Project Assistant				
Kolb, Regina	6/26/2019			228.75
	Work related to data responses for A. Bulkley			
Kolb, Regina	6/27/2019			244.00
	Work related to data responses for A. Bulkley.			
Kolb, Regina	6/28/2019			259.25
	Work related to data responses for A. Bulkley			
Totals				3,426.25
Total Labor				3,426.25
			Total this Phase	\$3,426.25
			Total this Engagement	\$3,426.25
			Total this Report	\$3,426.25

Invoice



September 3, 2019
Engagement No: 03487.00
Invoice No: 0012511

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from July 1, 2019 to July 31, 2019

Phase 02 Discovery

Professional Personnel

	Hours	Rate	Amount	
Senior VP	█	█	1,882.50	
Senior Project Manager	█	█	3,270.00	
Assistant Consultant	█	█	1,815.00	
Analyst	█	█	102.00	
Project Assistant	█	█	960.75	
Totals	█		8,030.25	
Total Labor				8,030.25
		Total this Phase		\$8,030.25
		Total this Invoice		\$8,030.25

Outstanding Invoices

Number	Date	Balance
0011868	2/4/2019	4,811.75
0012463	8/8/2019	3,426.25
Total		8,238.00

Billings to Date

	Current	Prior	Total
Labor	8,030.25	82,629.50	90,659.75
Unit	0.00	15.68	15.68
Totals	8,030.25	82,645.18	90,675.43

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0012511

Billing Backup

Tuesday, September 3, 2019

Concentric Energy Advisors, Inc.

Invoice 0012511 Dated 9/3/2019

9:41:11 AM

Engagement 03487.00 PSNH ROE

Phase 02 Discovery

Professional Personnel

		Hours	Rate	Amount
Senior VP				
Bulkley, Ann	7/1/2019	█	█	502.00
Reviewed discovery responses.				
Bulkley, Ann	7/2/2019	█	█	502.00
Reviewed discovery responses.				
Bulkley, Ann	7/8/2019	█	█	502.00
Reviewed discovery responses.				
Bulkley, Ann	7/10/2019	█	█	376.50
Responses to discovery requests.				
Senior Project Manager				
Wall, Christopher	7/1/2019	█	█	817.50
Developed the responses and attachments to the fourth set of data requests from Staff. Meeting with J. Pryciak.				
Wall, Christopher	7/3/2019	█	█	735.75
Developed the responses and attachments to the fourth set of data requests from Staff.				
Wall, Christopher	7/5/2019	█	█	654.00
Developed the responses and attachments to the fourth set of data requests from Staff.				
Wall, Christopher	7/8/2019	█	█	899.25
Developed the responses and attachments to the fourth set of data requests from Staff. Meeting with A. Bulkley.				
Wall, Christopher	7/29/2019	█	█	163.50
Meeting with J. Pryciak.				
Assistant Consultant				
Pryciak, Jessalyn	7/1/2019	█	█	60.50
Discussing plan for DR responses.				
Pryciak, Jessalyn	7/2/2019	█	█	242.00
Working on responses to Staff DRs.				
Pryciak, Jessalyn	7/3/2019	█	█	363.00
Preparing responses, attachments, and backup analyses to respond to Staff DRs.				
Pryciak, Jessalyn	7/5/2019	█	█	605.00
Preparing responses, attachments, and backup analyses to respond to Staff DRs.				
Pryciak, Jessalyn	7/8/2019	█	█	121.00
Preparing responses, attachments, and backup analyses to respond to Staff DRs.				
Pryciak, Jessalyn	7/29/2019	█	█	121.00
Organizing OCA DR status matrix and discussing with C. Wall, reviewing questions and assigning responsibilities.				
Pryciak, Jessalyn	7/30/2019	█	█	242.00
Discussing OCA DR response tasks with P. Zwart, organizing response work, and reviewing draft responses.				
Pryciak, Jessalyn	7/31/2019	█	█	60.50
Working on OCA DR responses.				
Analyst				
Zwart, G.Pieter	7/30/2019	█	█	102.00
Populated discovery responses				

Engagement	03487.00	PSNH ROE			Invoice	0012511
Project Assistant						
Kolb, Regina		7/1/2019			289.75	
		Data Response work for A. Bulkley.				
Kolb, Regina		7/2/2019			259.25	
		Data Response work for A. Bulkley.				
Kolb, Regina		7/8/2019			305.00	
		Data Response work for A. Bulkley.				
Kolb, Regina		7/29/2019			91.50	
		Work on data responses for A. Bulkley.				
Kolb, Regina		7/30/2019			15.25	
		Data response work OCA 5-1 - OCA 5-27 for A. Bulkley.				
		Totals			8,030.25	
		Total Labor				8,030.25
				Total this Phase		\$8,030.25
				Total this Engagement		\$8,030.25
				Total this Report		\$8,030.25

Invoice



October 11, 2019
Engagement No: 03487.00
Invoice No: 0012620

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from August 1, 2019 to August 31, 2019

Phase 02 Discovery

Professional Personnel

	Hours	Rate	Amount	
Senior VP	5	102.00	502.00	
Senior Project Manager	22	100.00	2,207.25	
Assistant Consultant	3	205.00	605.00	
Totals	30		3,314.25	
Total Labor				3,314.25
		Total this Phase		\$3,314.25

Phase 04 Hearings

Professional Personnel

	Hours	Rate	Amount	
Project Assistant	1	137.25	137.25	
Totals	1		137.25	
Total Labor				137.25

Unit Billing

Color Copies				
Color Copies, August 2019	4.0 Clr Copies @ 0.50		2.00	
Copies				
Black & White Copies, August 2019	220.0 Copies @ 0.08		17.60	
Total Units			19.60	19.60
		Total this Phase		\$156.85
		Total this Invoice		\$3,471.10

Outstanding Invoices

Number	Date	Balance
0011868	2/4/2019	4,811.75

Engagement	03487.00	PSNH ROE	Invoice	0012620
	0012511	9/3/2019		8,030.25
	Total			12,842.00

Billings to Date

	Current	Prior	Total
Labor	3,451.50	90,659.75	94,111.25
Unit	19.60	15.68	35.28
Totals	3,471.10	90,675.43	94,146.53

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0012620

Billing Backup

Friday, October 11, 2019

Concentric Energy Advisors, Inc.

Invoice 0012620 Dated 10/11/2019

10:42:30 AM

Engagement 03487.00 PSNH ROE

Phase 02 Discovery

Professional Personnel

		Hours	Rate	Amount	
Senior VP					
Bulkley, Ann	8/7/2019			502.00	
	Reviewed discovery responses.				
Senior Project Manager					
Wall, Christopher	8/1/2019			81.75	
	Meeting with J. Pryciak.				
Wall, Christopher	8/2/2019			81.75	
	Emails to J. Pryciak.				
Wall, Christopher	8/7/2019			1,716.75	
	Developed the responses to the 5th set of data requests from the OCA.				
Wall, Christopher	8/29/2019			327.00	
	Attended prep session for the technical conference.				
Assistant Consultant					
Pryciak, Jessalyn	8/1/2019			302.50	
	Working on responses to OCA data requests.				
Pryciak, Jessalyn	8/2/2019			302.50	
	Working on responses to OCA data requests.				
Totals				3,314.25	
Total Labor					3,314.25
				Total this Phase	\$3,314.25

Phase 04 Hearings

Professional Personnel

		Hours	Rate	Amount	
Project Assistant					
Kolb, Regina	8/28/2019			137.25	
	Briefing materials for A. Bulkley.				
Totals				137.25	
Total Labor					137.25

Unit Billing

Color Copies					
Color Copies, August 2019	4.0 Clr Copies @ 0.50		2.00		
Copies					
Black & White Copies, August 2019	220.0 Copies @ 0.08		17.60		
Total Units			19.60		19.60
			Total this Phase		\$156.85
			Total this Engagement		\$3,471.10
			Total this Report		\$3,471.10

Invoice



October 31, 2019
Engagement No: 03487.00
Invoice No: 0012722

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from September 1, 2019 to September 30, 2019

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount	
Senior VP	████	████	753.00	
Senior Project Manager	██	████	163.50	
Totals	████		916.50	
Total Labor				916.50

Reimbursable Expenses

Other Client Billable Expenses	43.53	
Total Reimbursables	43.53	43.53

Total this Phase \$960.03

Total this Invoice \$960.03

Outstanding Invoices

Number	Date	Balance
0011868	2/4/2019	4,811.75
0012511	9/3/2019	8,030.25
0012620	10/11/2019	3,471.10
Total		16,313.10

Billings to Date

	Current	Prior	Total
Labor	916.50	94,111.25	95,027.75
Expense	43.53	0.00	43.53
Unit	0.00	35.28	35.28
Totals	960.03	94,146.53	95,106.56

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0012722

Billing Backup

Thursday, October 31, 2019

Concentric Energy Advisors, Inc.

Invoice 0012722 Dated 10/31/2019

9:48:36 AM

Engagement 03487.00 PSNH ROE

Phase 01 Direct

Professional Personnel

		Hours	Rate	Amount	
Senior VP					
Bulkley, Ann	9/1/2019			753.00	
Reviewed testimony and discovery in preparation for technical conference.					
Senior Project Manager					
Wall, Christopher	9/3/2019			163.50	
Attended the prep. session for the technical session.					
Totals				916.50	
Total Labor					916.50

Reimbursable Expenses

Other Client Billable Expenses					
AP 0010908	9/30/2019	American Express / 08/31/2019: FedEx CEA MA to CEA ME		43.53	
Total Reimbursables				43.53	43.53
Total this Phase					\$960.03
Total this Engagement					\$960.03
Total this Report					\$960.03

Invoice



December 2, 2019
Engagement No: 03487.00
Invoice No: 0012803

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from October 1, 2019 to October 31, 2019

Phase 02 Discovery

Professional Personnel

	Hours	Rate	Amount
Senior Project Manager			735.75
Totals			735.75
Total Labor			735.75
Total this Phase			\$735.75
Total this Invoice			\$735.75

Outstanding Invoices

Number	Date	Balance
0011868	2/4/2019	4,811.75
0012620	10/11/2019	3,471.10
0012722	10/31/2019	960.03
Total		9,242.88

Billings to Date

	Current	Prior	Total
Labor	735.75	95,027.75	95,763.50
Expense	0.00	43.53	43.53
Unit	0.00	35.28	35.28
Totals	735.75	95,106.56	95,842.31

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement	03487.00	PSNH ROE	Invoice	0012803
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Billing Backup

Monday, December 2, 2019

Concentric Energy Advisors, Inc.

Invoice 0012803 Dated 12/2/2019

10:50:29 AM

Engagement	03487.00	PSNH ROE	
Phase	02	Discovery	

Professional Personnel

		Hours	Rate	Amount	
Senior Project Manager					
Wall, Christopher	10/31/2019			735.75	
Developed the responses and attachments to the technical session data requests from the OCA.					
Totals				735.75	
Total Labor					735.75
Total this Phase					\$735.75
Total this Engagement					\$735.75
Total this Report					\$735.75

Invoice



CONCENTRIC

February 3, 2020
Engagement No: 03487.00
Invoice No: 0012998

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE

Company Purchase Order Number: 10783305

Professional Services from December 1, 2019 to December 31, 2019

Phase 03 Rebuttal

Professional Personnel

	Hours	Rate	Amount
Senior Project Manager			1,308.00
Totals			1,308.00
Total Labor			1,308.00
Total this Phase			\$1,308.00
Total this Invoice			\$1,308.00

Outstanding Invoices

Number	Date	Balance
0011868	2/4/2019	4,811.75
0012722	10/31/2019	960.03
Total		5,771.78

Billings to Date

	Current	Prior	Total
Labor	1,308.00	95,763.50	97,071.50
Expense	0.00	43.53	43.53
Unit	0.00	35.28	35.28
Totals	1,308.00	95,842.31	97,150.31

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00	PSNH ROE	Invoice 0012998
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Billing Backup

Monday, February 3, 2020

Concentric Energy Advisors, Inc.

Invoice 0012998 Dated 2/3/2020

2:49:47 PM

Engagement 03487.00	PSNH ROE	
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Phase 03	Rebuttal	
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Professional Personnel

	Hours	Rate	Amount
Senior Project Manager			
Wall, Christopher	12/30/2019		1,308.00
Reviewed the testimony of Dr. Woolridge on behalf of Staff. Drafted discovery questions for Dr. Woolridge.			
Totals			1,308.00
Total Labor			1,308.00

Total this Phase \$1,308.00

Total this Engagement \$1,308.00

Total this Report \$1,308.00

Invoice



CONCENTRIC

April 1, 2020
Engagement No: 03487.00
Invoice No: 0013125

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from February 1, 2020 to February 29, 2020

Phase 03 Rebuttal

Professional Personnel

	Hours	Rate	Amount
Senior VP			6,149.50
Assistant VP			8,393.25
Senior Project Manager			17,494.50
Senior Analyst			3,025.00
Totals			35,062.25
Total Labor			35,062.25

Unit Billing

Copies			
Black & White Copies, February 2020	99.0 Copies @ 0.08	7.92	
Total Units		7.92	7.92
	Total this Phase		\$35,070.17
	Total this Invoice		\$35,070.17

Outstanding Invoices

Number	Date	Balance
0013050	3/3/2020	9,841.00
Total		9,841.00

Billings to Date

	Current	Prior	Total
Labor	35,062.25	106,912.50	141,974.75
Expense	0.00	43.53	43.53
Unit	7.92	35.28	43.20
Totals	35,070.17	106,991.31	142,061.48

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0013125

Billing Backup

Tuesday, March 31, 2020

Concentric Energy Advisors, Inc.

Invoice 0013125 Dated 4/1/2020

5:54:23 PM

Engagement 03487.00 PSNH ROE

Phase 03 Rebuttal

Professional Personnel

		Hours	Rate	Amount
Senior VP				
Bulkley, Ann	2/6/2020			878.50
Updated model results for the end of 2019.				
Bulkley, Ann	2/10/2020			878.50
Developed rebuttal testimony.				
Bulkley, Ann	2/13/2020			502.00
Review of model results and discussion regarding testimony.				
Bulkley, Ann	2/14/2020			878.50
Rebuttal testimony and conference call regarding position.				
Bulkley, Ann	2/19/2020			753.00
Developed rebuttal testimony.				
Bulkley, Ann	2/20/2020			878.50
Review and develop rebuttal testimony.				
Bulkley, Ann	2/23/2020			1,380.50
Drafted rebuttal testimony. Review of schedules.				
Assistant VP				
Trogonoski, John	2/3/2020			2,166.00
Review intervenor testimony; review responses to data requests; call with C Wall to discuss rebuttal; drafting rebuttal of OCA witness				
Trogonoski, John	2/5/2020			1,444.00
Drafting rebuttal; review intervenor exhibits				
Trogonoski, John	2/6/2020			1,444.00
Drafting rebuttal				
Trogonoski, John	2/7/2020			2,166.00
Drafting rebuttal; discuss rebuttal with C Wall				
Trogonoski, John	2/10/2020			1,083.00
Drafting rebuttal				
Trogonoski, John	2/13/2020			90.25
Review updated results				
Senior Project Manager				
Wall, Christopher	2/7/2020			81.75
Meeting with J. Trogonoski.				
Wall, Christopher	2/11/2020			1,716.75
Meeting with P. Hoegler. Developed the rebuttal testimony.				
Wall, Christopher	2/12/2020			654.00
Developed the rebuttal testimony.				
Wall, Christopher	2/13/2020			2,125.50
Developed the rebuttal testimony.				
Wall, Christopher	2/14/2020			2,125.50
Developed the rebuttal testimony. Meeting with P. Hoegler. Meeting with D. Venora, S. Frias and A. Bulkley to discuss the rebuttal testimony.				
Wall, Christopher	2/17/2020			1,471.50
Developed the rebuttal testimony.				
Wall, Christopher	2/18/2020			2,370.75
Developed the rebuttal testimony.				
Wall, Christopher	2/19/2020			2,697.75
Developed the rebuttal testimony.				
Wall, Christopher	2/24/2020			899.25
Developed the rebuttal testimony.				

Engagement	03487.00	PSNH ROE		Invoice	0013125
Wall, Christopher	2/25/2020			2,289.00	
Developed the rebuttal testimony.					
Wall, Christopher	2/26/2020			572.25	
Updated the rebuttal testimony.					
Wall, Christopher	2/27/2020			163.50	
Updated the rebuttal testimony.					
Wall, Christopher	2/28/2020			327.00	
Meeting with A. Bulkley. Updated the rebuttal testimony.					
Senior Analyst					
Hoegler, Peter	2/11/2020			968.00	
Met with C. Wall. Developed analysis for Testimony.					
Hoegler, Peter	2/12/2020			726.00	
Met with C. Wall. Developed analysis for Testimony. Reviewed Staff's Testimony.					
Hoegler, Peter	2/13/2020			726.00	
Worked on Rebuttal Testimony.					
Hoegler, Peter	2/14/2020			605.00	
Worked on Rebuttal Testimony.					
Totals				35,062.25	
Total Labor					35,062.25
Unit Billing					
Copies					
Black & White Copies, February 2020		99.0 Copies @ 0.08		7.92	
Total Units				7.92	7.92
Total this Phase					\$35,070.17
Total this Engagement					\$35,070.17
Total this Report					\$35,070.17

Invoice



April 24, 2020
Engagement No: 03487.00
Invoice No: 0013243

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE

Company Purchase Order Number: 10783305

Professional Services from March 1, 2020 to March 31, 2020

Phase 03 Rebuttal
Professional Personnel

	Hours	Rate	Amount	
Senior VP			753.00	
Senior Project Manager			2,370.75	
Senior Analyst			726.00	
Project Assistant			350.75	
Totals			4,200.50	
Total Labor				4,200.50
		Total this Phase		\$4,200.50
		Total this Invoice		\$4,200.50

Outstanding Invoices

Number	Date	Balance
0013050	3/3/2020	9,841.00
0013125	4/1/2020	35,070.17
Total		44,911.17

Billings to Date

	Current	Prior	Total
Labor	4,200.50	141,974.75	146,175.25
Expense	0.00	43.53	43.53
Unit	0.00	43.20	43.20
Totals	4,200.50	142,061.48	146,261.98

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0013243

Billing Backup

Thursday, April 23, 2020

Concentric Energy Advisors, Inc.

Invoice 0013243 Dated 4/24/2020

12:33:46 PM

Engagement 03487.00 PSNH ROE

Phase 03 Rebuttal

Professional Personnel

		Hours	Rate	Amount
Senior VP				
Bulkley, Ann	3/2/2020			753.00
Testimony review and additions for current market conditions.				
Senior Project Manager				
Wall, Christopher	3/2/2020			2,207.25
Reviewed and updated the rebuttal testimony and exhibits.				
Wall, Christopher	3/3/2020			163.50
Reviewed the rebuttal testimony.				
Senior Analyst				
Hoegler, Peter	3/2/2020			726.00
Audited Exhibits and Testimony.				
Project Assistant				
Kolb, Regina	3/2/2020			350.75
Conducted final overall review of Rebuttal Testimony for A. Bulkley, which included client revisions and final formatting.				
Totals				4,200.50
Total Labor				4,200.50
Total this Phase				\$4,200.50
Total this Engagement				\$4,200.50
Total this Report				\$4,200.50

Invoice



March 3, 2020
Engagement No: 03487.00
Invoice No: 0013050

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from January 1, 2020 to January 31, 2020

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount
Senior VP			878.50
Totals			878.50
Total Labor			878.50
Total this Phase			\$878.50

Phase 03 Rebuttal

Professional Personnel

	Hours	Rate	Amount
Senior VP			2,259.00
Senior Project Manager			6,703.50
Totals			8,962.50
Total Labor			8,962.50
Total this Phase			\$8,962.50
Total this Invoice			\$9,841.00

Outstanding Invoices

Number	Date	Balance
0012998	2/3/2020	1,308.00
Total		1,308.00

Billings to Date

	Current	Prior	Total
Labor	9,841.00	97,071.50	106,912.50
Expense	0.00	43.53	43.53
Unit	0.00	35.28	35.28
Totals	9,841.00	97,150.31	106,991.31

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Engagement 03487.00 PSNH ROE Invoice 0013050

Billing Backup

Tuesday, March 3, 2020

Concentric Energy Advisors, Inc.

Invoice 0013050 Dated 3/3/2020

4:23:04 PM

Engagement 03487.00 PSNH ROE

Phase 01 Direct

Professional Personnel

		Hours	Rate	Amount
Senior VP				
Bulkley, Ann	1/3/2020			878.50
Conf. Call and preparation for call.				
Totals				878.50
Total Labor				878.50

Total this Phase \$878.50

Phase 03 Rebuttal

Professional Personnel

		Hours	Rate	Amount
Senior VP				
Bulkley, Ann	1/21/2020			1,004.00
Drafted rebuttal testimony.				
Bulkley, Ann	1/23/2020			1,004.00
Drafted rebuttal testimony.				
Bulkley, Ann	1/24/2020			251.00
Review of discovery responses.				
Senior Project Manager				
Wall, Christopher	1/2/2020			2,125.50
Reviewed the testimonies of Dr. Woolridge, Dr. Chattopadhyay and Mr. Chriss.				
Drafted discovery questions for the intervening witnesses.				
Wall, Christopher	1/3/2020			245.25
Meeting with PSNH to discuss the rebuttal testimony.				
Wall, Christopher	1/8/2020			490.50
Reviewed and updated the discovery questions for Dr. Woolridge and Dr. Chattopadhyay.				
Wall, Christopher	1/15/2020			1,553.25
Developed the rebuttal testimony.				
Wall, Christopher	1/16/2020			2,289.00
Developed the Rebuttal Testimony.				
Totals				8,962.50
Total Labor				8,962.50

Total this Phase \$8,962.50

Total this Engagement \$9,841.00

Total this Report \$9,841.00

Invoice



July 30, 2020
Engagement No: 03487.00
Invoice No: 0013509

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from June 1, 2020 to June 30, 2020

Phase 01 Direct

Professional Personnel

	Hours	Rate	Amount
Senior VP	251.00		251.00
Senior Project Manager	2,452.50		2,452.50
Analyst	510.00		510.00
Totals	3,213.50		3,213.50
Total Labor			3,213.50
Total this Phase			\$3,213.50

Phase 03 Rebuttal

Professional Personnel

	Hours	Rate	Amount
Senior VP	376.50		376.50
Totals	376.50		376.50
Total Labor			376.50
Total this Phase			\$376.50

Phase 04 Hearings

Professional Personnel

	Hours	Rate	Amount
Senior VP	5,773.00		5,773.00
Totals	5,773.00		5,773.00
Total Labor			5,773.00
Total this Phase			\$5,773.00
Total this Invoice			\$9,363.00

Billings to Date

	Current	Prior	Total
Labor	9,363.00	146,175.25	155,538.25
Expense	0.00	43.53	43.53

REDACTED

Engagement	03487.00	PSNH ROE		Invoice	0013509
Unit		0.00	43.20	43.20	
Totals		9,363.00	146,261.98	155,624.98	

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Please note, we have no intention of changing our bank details and any request to do so should be treated as suspicious.

Engagement 03487.00 PSNH ROE Invoice 0013509

Billing Backup

Thursday, July 30, 2020

Concentric Energy Advisors, Inc.

Invoice 0013509 Dated 7/30/2020

8:46:43 AM

Engagement 03487.00 PSNH ROE

Phase 01 Direct

Professional Personnel

			Hours	Rate	Amount	
Senior VP						
Bulkley, Ann	5/14/2020				251.00	
	Update of ROE model.					
Senior Project Manager						
Wall, Christopher	6/16/2020				163.50	
	Meeting with D. Venora and A. Bulkley.					
Wall, Christopher	6/18/2020				981.00	
	Developed updated ROE results.					
Wall, Christopher	6/19/2020				490.50	
	Developed updated ROE results.					
Wall, Christopher	6/22/2020				163.50	
	Meeting with A. Bulkley.					
Wall, Christopher	6/23/2020				654.00	
	Meeting with A. Bulkley. Reviewed the updated ROE results.					
Analyst						
Hu, Bryan	6/1/2020				510.00	
	Updated ROE Model and supporting analyses with data through end-of-May					
	Totals				3,213.50	
	Total Labor					3,213.50
						Total this Phase
						\$3,213.50

Phase 03 Rebuttal

Professional Personnel

			Hours	Rate	Amount	
Senior VP						
Bulkley, Ann	6/9/2020				376.50	
	Briefing for D. Horton.					
	Totals				376.50	
	Total Labor					376.50
						Total this Phase
						\$376.50

Phase 04 Hearings

Professional Personnel

			Hours	Rate	Amount	
Senior VP						
Bulkley, Ann	6/22/2020				1,380.50	
	Developed supplemental testimony.					
Bulkley, Ann	6/23/2020				1,255.00	
	Developed supplemental testimony.					
Bulkley, Ann	6/25/2020				1,882.50	
	Developed supplemental testimony.					
Bulkley, Ann	6/26/2020				753.00	
	Witness preparation.					

Engagement	03487.00	PSNH ROE		Invoice	0013509
Bulkley, Ann		6/29/2020		502.00	
	Developed supplemental testimony.				
	Totals			5,773.00	
	Total Labor				5,773.00
			Total this Phase		\$5,773.00
			Total this Engagement		\$9,363.00
			Total this Report		\$9,363.00

Invoice



August 25, 2020
Engagement No: 03487.00
Invoice No: 0013554

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from July 1, 2020 to July 31, 2020

Phase 02 Discovery

Professional Personnel

	Hours	Rate	Amount	
Senior VP	████	████	1,004.00	
Analyst	████	████	612.00	
Project Assistant	████	████	122.00	
Totals	████		1,738.00	
Total Labor				1,738.00
		Total this Phase		\$1,738.00

Phase 03 Rebuttal

Professional Personnel

	Hours	Rate	Amount	
Senior VP	████	████	10,291.00	
Senior Project Manager	████	████	7,194.00	
Project Assistant	████	████	122.00	
Totals	████		17,607.00	
Total Labor				17,607.00
		Total this Phase		\$17,607.00
		Total this Invoice		\$19,345.00

Outstanding Invoices

Number	Date	Balance
0013509	7/30/2020	9,363.00
Total		9,363.00

Billings to Date

	Current	Prior	Total
Labor	19,345.00	155,538.25	174,883.25
Expense	0.00	43.53	43.53
Unit	0.00	43.20	43.20
Totals	19,345.00	155,624.98	174,969.98

Engagement	03487.00	PSNH ROE	Invoice	0013554
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For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Please note, we have no intention of changing our bank details and any request to do so should be treated as suspicious.

Engagement 03487.00 PSNH ROE Invoice 0013554

Billing Backup

Tuesday, August 25, 2020

Concentric Energy Advisors, Inc.

Invoice 0013554 Dated 8/25/2020

10:04:15 AM

Engagement 03487.00 PSNH ROE

Phase 02 Discovery

Professional Personnel

		Hours	Rate	Amount	
Senior VP					
Bulkley, Ann	7/28/2020			1,004.00	
	Developed responses to discovery requests.				
Analyst					
Hu, Bryan	7/28/2020			612.00	
	Assisted with Discovery data responses				
Project Assistant					
Kolb, Regina	7/23/2020			45.75	
	Data Request work for A. Bulkley.				
Kolb, Regina	7/29/2020			76.25	
	Data response work for A. Bulkley.				
Totals				1,738.00	
Total Labor					1,738.00
					Total this Phase
					\$1,738.00

Phase 03 Rebuttal

Professional Personnel

		Hours	Rate	Amount	
Senior VP					
Bulkley, Ann	7/1/2020			2,008.00	
	Developed supplemental testimony.				
Bulkley, Ann	7/2/2020			1,004.00	
	Final review of draft supplemental testimony.				
Bulkley, Ann	7/9/2020			502.00	
	Conf. call to review testimony.				
Bulkley, Ann	7/9/2020			502.00	
	Review of Supplemental testimony and hearing preparation.				
Bulkley, Ann	7/10/2020			1,506.00	
	Revisions to supplemental testimony.				
Bulkley, Ann	7/14/2020			878.50	
	Integrated comments into supplemental testimony.				
Bulkley, Ann	7/15/2020			1,255.00	
	Integrated comments into supplemental testimony.				
Bulkley, Ann	7/16/2020			878.50	
	Finalized testimony.				
Bulkley, Ann	7/20/2020			753.00	
	Reviewed supplemental testimony.				
Bulkley, Ann	7/21/2020			502.00	
	Developed questions for intervenors.				
Bulkley, Ann	7/22/2020			502.00	
	Reviewed questions on testimony.				
Senior Project Manager					
Wall, Christopher	7/1/2020			1,308.00	
	Reviewed and Updated the supplemental testimony.				
Wall, Christopher	7/2/2020			2,125.50	
	Developed the supplemental testimony and exhibits.				

Engagement	03487.00	PSNH ROE		Invoice	0013554
Wall, Christopher	7/9/2020			327.00	
Meeting with PSNH to discuss the updated testimony.					
Wall, Christopher	7/10/2020			981.00	
Updated the capital markets charts. Updated the supplemental testimony. Updated the capital structure analysis.					
Wall, Christopher	7/13/2020			327.00	
Updated the capital structure analysis.					
Wall, Christopher	7/14/2020			245.25	
Reviewed and Updated the supplemental testimony.					
Wall, Christopher	7/15/2020			81.75	
Reviewed the supplemental testimony. Updated the exhibit package.					
Wall, Christopher	7/20/2020			1,798.50	
Reviewed the supplemental testimony filed by the Staff and OCA. Developed DRs for Staff and OCA.					
Project Assistant					
Kolb, Regina	7/10/2020			122.00	
Reviewed and formatted supplemental testimony for Ann Bulkley.					
Totals				17,607.00	
Total Labor					17,607.00
				Total this Phase	\$17,607.00
				Total this Engagement	\$19,345.00
				Total this Report	\$19,345.00

Invoice



CONCENTRIC

December 21, 2020
Engagement No: 03487.00
Invoice No: 0013877

Public Service Company of New Hampshire
Eversource
P.O. Box 5017
Hartford, CT 06102-5017

Engagement 03487.00 PSNH ROE
Company Purchase Order Number: 10783305

Professional Services from October 1, 2020 to October 31, 2020

Phase 04 Hearings
Professional Personnel

	Hours	Rate	Amount
Senior VP			3,514.00
Totals			3,514.00
Total Labor			3,514.00
		Total this Phase	\$3,514.00
		Total this Invoice	\$3,514.00

Billings to Date

	Current	Prior	Total
Labor	3,514.00	174,883.25	178,397.25
Expense	0.00	43.53	43.53
Unit	0.00	43.20	43.20
Totals	3,514.00	174,969.98	178,483.98

For billing inquiries or to request electronic payment instructions,
please call us at (508) 263-6200

Taxpayer ID: 01-0568063

Please note, we have no intention of changing our bank details and any request to do so should be treated as suspicious.

Engagement	03487.00	PSNH ROE	Invoice	0013877
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Billing Backup

Friday, December 18, 2020

Concentric Energy Advisors, Inc.

Invoice 0013877 Dated 12/21/2020

8:48:07 AM

Engagement	03487.00	PSNH ROE
Phase	04	Hearings

Professional Personnel

		Hours	Rate	Amount	
Senior VP					
Bulkley, Ann	10/20/2020			753.00	
Conf. call to discuss hearing.					
Bulkley, Ann	10/22/2020			1,004.00	
Preparation for hearing.					
Bulkley, Ann	10/23/2020			502.00	
Reviewed settlement documents.					
Bulkley, Ann	10/25/2020			502.00	
Reviewed testimony in preparation for hearing.					
Bulkley, Ann	10/26/2020			753.00	
Participated in hearing.					
Totals				3,514.00	
Total Labor					3,514.00
			Total this Phase		\$3,514.00
			Total this Engagement		\$3,514.00
			Total this Report		\$3,514.00



Gannett Fleming

Excellence Delivered As Promised

REDACTED

DE 19-057
Exhibit 73 Part 2

INVOICE

Gannett Fleming Valuation and Rate Consultants, LLC

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383

Invoice No: 063383*3140

Invoice Date: February 28, 2018

Federal EIN: 46-4413705

Send Remit Info: AccountsReceivable@gfnet.com

For Professional Services Rendered through: December 29, 2017

Project Manager : John J. Spanos

jspanos@gfnet.com

717 763-7211

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUB SVC NEW HAMPSHIRE	\$ 31,782.50
	Total Charges	\$ 31,782.50
	Total Due This Invoice	\$31,782.50



Excellence Delivered As Promised

REDACTED

DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*3140
Invoice Date: February 28, 2018

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

Assistant Analyst I

1,600.00

Associate Analyst

2,560.00

Assistant Analyst II

19,110.00

John J. Spanos

8,250.00

Support Staff

262.50

Total Labor Costs

\$ 31,782.50

Total Phase -- 000

\$ 31,782.50



Gannett Fleming

Excellence Delivered As Promised

REDACTED

DE 19-057
Exhibit 73 Part 2

INVOICE

Gannett Fleming Valuation and Rate Consultants, LLC

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383

Invoice No: 063383*3175

Invoice Date: March 14, 2018

Federal EIN: 46-4413705

Send Remit Info: AccountsReceivable@gfnet.com

Invoice Period: January 1, 2018 through February 2, 2018

Project Manager : John J. Spanos

jspanos@gfnet.com

717 763-7211

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUB SVC NEW HAMPSHIRE	\$ 18,324.19
	Total Charges	\$ 18,324.19
	Total Due This Invoice	\$18,324.19



Excellence Delivered As Promised

REDACTED

DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*3175
Invoice Date: March 14, 2018

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

Analyst		\$		\$	935.00
Assistant Analyst II					9,497.50
John J. Spanos					7,020.00
Support Staff					385.00

Total Labor Costs

\$ 17,837.50

Expenses

Copying, Reproduction & Fax Service	13.85
Other Transportation	82.60
Meals and Meals Per Diem	131.14
Lodging	256.80

Total Expenses

\$ 484.39

Unit Costs

Unit Pricing - Maps	2.30
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Total Unit Costs

\$ 2.30

Total Phase -- 000

\$ 18,324.19

Time In: 01/17/2018 16:01:09 Document #
Time Out: _____

[illegible]

WORK WILL BE REPRODUCED ON 20 LB. WHITE BOND UNLESS OTHERWISE SPECIFIED.

Reproduction Costs = \$13.85

Requestor:	Cindi Roarabaugh x2696		
Client:	GANNETT FLEMING		
Job No/WO No:	Job No.	002000.001	WO. No
File Location:	S:\DTECH\GF LARGE FORMAT\MEGAN ECKRICH\01-18		
Quantity:	1		
Paper Stock:	Bond		
Final Output Size:	34 X 22 17		
Due to GANCOM:	01/18/2018		
Due to Client:	01/22/2018		
Notes:	<p>0.15 1/18/18 eml</p> <p>7.50</p>		

063383.000

Tr. mt. inc. .1 BD

5.00

Co/Org: 003/331050

Acct Month: 2018/01

Exp Rpt No: ER00267316

Emp No: 07249

Emp Name: John J. Spanos

From Date: 1/8/2018

Thru Date: 1/31/2018

Description: jan18expenses

<u>Trans Date</u>	<u>Category</u>	<u>Cat Description</u>	<u>Co.</u>	<u>Project</u>	<u>Phase</u>	<u>Task</u>	<u>Org</u>	<u>Rate</u>	<u>Units</u>	<u>Amount</u>	<u>Reimburse Amt</u>	<u>Curr</u>	<u>Rct</u>
1/15/2018	PRJDINNER	Project- Dinner	003	063383	000	****	331050			\$75.18	\$75.18	US	8
Exp Description: Site Visit for Eversource Public Service of New Hampshire - Manchester, NH - Dinner for Jhn Spanos, Glen Friel and Jim Dugan (Eversource)													
1/15/2018	PRJLODG	Project- Lodging	003	063383	000	****	331050			\$121.64	\$121.64	US	11
1/16/2018	PRJDINNER	Project- Dinner	003	063383	000	****	331050			\$9.70	\$9.70	US	10
1/16/2018	PRJLUNCH	Project- Lunch	003	063383	000	****	331050			\$29.66	\$29.66	US	9
Exp Description: lunch for John Spanos, Glen Friel and Jim Dugan(Eversource)													
1/16/2018	PRJPARKNG	Project- Parking	003	063383	000	****	331050			\$40.00	\$40.00	US	12
1/16/2018	PRJTOLLS	Project- Tolls	003	063383	000	****	331050			\$2.60	\$2.60	US	13

063383.000

Backyard Brewery
603-623-3545

Server: Josh DOB: 01/15/2018
07:30 PM 01/15/2018
Table 842/1 4/40021

SALE

DISCOVER 6291465
Card #XXXXXXXXXX1330
Magnetic card present: SPANOS JOHN J
Card Entry Method: S
Approval: 01583R

Amount: \$ 62.68

+ Tip: 12.50

= Total: 75.18

I agree to pay the above
total amount according to the
card issuer agreement.

X John J. Spanos

Customer Copy

8



063383.000

BAYONA CAFE LLC

670 N COMMERCIAL STREET, SUITE 11
MANCHESTER, NH 03101
6036686111
<http://bayonacafe.com/>

**ORDER: 16
HERE**

Cashier: Patty
16-Jan-2018 11:50:07A

Transaction 000029

1	BBQ Chicken Flatbread	\$8.00
1	Bottled Soda/Dasani	\$1.75
1	Italian Sausage Flatbread	\$8.00
1	BBQ Chicken Flatbread	\$8.00
1	Bottled Soda/Dasani	\$1.75

Subtotal	\$27.50
Tax	\$2.16

Total	\$29.66
--------------	----------------

CREDIT CARD AUTH	\$29.66
------------------	---------

DISCOVER 1330

Station: Bayona 1

16-Jan-2018 11:51:35A

\$29.66 | Method: EMV

Discover XXXXXXXXXXXX1330

Ref #: 801600700231 | Auth #: 01656R

MID: *****0255

AID: A0000001523010

SIGNATURE VERIFIED

Order YQHYSTV06ZQSP

Thank you.

Customer Info

Name:

JOHN J SPANOS

9

063383.000

HARRISBURG INTERNATIONAL AIRPORT
REPUBLIC PARKING SYSTEM
TWO TERMINAL DRIVE SUITE 100
MIDDLETOWN, PA 17057
(717) 948-5901
Rcpt# 72816
01/16/18 22:27 LH27 AH 42 Txn#183387
01/15/18 13:23 In ' 01/16/18 22:27 Out
Tkt# 935790
MMTF \$ 36.36
Total Tax \$ 3.64
Total Fee \$ 40.00
DISCOVER \$ 40.00-
XXXXXXXXXXXX1330
Approval No.:01619R
Reference No.:149398
Change Due \$ 0.00
THANK YOU FOR PARKING WITH US!
PARKING GARAGE
THANK YOU FOR FLYING HIA/MDT!

063383.000



Gourmet within reach.

8500 Essington Ave. Space
Philadelphia PA 19153
(610) 537-3001

Host: Shawna 01/16/2018
ORDER #526 6:44 PM
10427

Chicken Bowl 6.80
Spring Water 2.35

How're we doing? Let us know at
ChipotleFeedback.com. Unique code:

480 001 100 062 110 570 72

Subtotal 9.15
Tax 0.41
PA 2% County 0.14
TAKE OUT Total 9.70
Discover #XXXXXXXXXXXX1330 9.70
Authorizing...
Balance Due 9.70

Order online at chipotle.com

PA TURNPIKE FARE RECEIPT
PLAZA 236 GETTYSBURG. PK.

DATE	TIME	COLL	TRAN	ENTRY
01/16/18	22:58	2585	1176	247
LANE	CLASS	TP	UO	PAID
05	1	CA		<u>\$2.60</u>

ROADWAY AND WEATHER: 1-866-976-8747

CUSTOMER ASSISTANCE CENTER: 1-800-331-3414

E-ZPASS: 1-877-736-6727

WWW.PATURNPIKE.COM

13

063383.000



1000 Perimeter Road • Manchester, NH 03103
Phone (603) 668-2200 • Fax (603) 668-2201
Reservations
www.homewood-suites.com or 1-800-CALL-HOME

Name & Address

SPANOS, JOHN
8 GRANDVIEW COURT
MECHANICSBURG PA 17055
UNITED STATES OF AMERICA

Room 320/KHWN
Arrival Date 1/15/2018 5:52:00 PM
Departure Date 1/16/2018
Adult/Child 1/0
Room Rate 111.60
Rate Plan: AAA
HH # 885305666 DIAMOND
AL:
Car:

Folio

Confirmation Number: 85634915

1/16/2018

163383.000

DATE	REFERENCE	DESCRIPTION	AMOUNT
1/15/2018	1315567	GUEST ROOM	\$111.60
1/15/2018	1315567	SALES TAX	\$10.04
1/16/2018	1315661	VS *0857	(\$121.64)
		BALANCE	\$0.00

You have earned approximately 1674 Hilton Honors points and approximately 111 Miles with American Airlines for this stay. Hilton Honors(R) stays are posted within 72 hours of checkout. To check your e



ACCOUNT NO.

VS *0857

CARD MEMBER NAME
SPANOS, JOHN

ESTABLISHMENT NO. & LOCATION ESTABLISHMENT AGREES TO TRANSMIT TO CARD HOLDER FOR PAYMENT
THANK YOU FOR STAYING WITH US! WE HOPE TO SEE YOU BACK SOON

CARD MEMBER'S SIGNATURE

X

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND.

DATE OF CHARGE 1/16/2018	FOLIO NO./CHECK NO. 329949 A
AUTHORIZATION 06597C	INITIAL
PURCHASES & SERVICES	
TAXES	
TIPS & MISC.	
TOTAL AMOUNT	-121.64

PAYMENT DUE UPON RECEIPT - 1.5% PER MONTH INTEREST
CHARGE WILL BE APPLIED TO ALL PAST DUE INVOICES.



Co/Org: 003/331050

Acct Month: 2018/01

Exp Rpt No: ER00265993

Emp No: 16369

Emp Name: Glen A. Friel

From Date: 1/8/2018

Thru Date: 1/16/2018

Description: Glen Friel January Expenses

<u>Trans Date</u>	<u>Category</u>	<u>Cat Description</u>	<u>Co.</u>	<u>Project</u>	<u>Phase</u>	<u>Task</u>	<u>Org</u>	<u>Rate</u>	<u>Units</u>	<u>Amount</u>	<u>Reimburse Amt</u>	<u>Curr</u>	<u>Rct</u>
1/15/2018	PRJLODG	Project- Lodging	003	063383	000	****	331050			\$135.16	\$135.16	US	6
Exp Description: Travel from Camp Hill, PA to Manchester, NH for PSNH site visit and management meetings.													
1/16/2018	PRJDINNER	Project- Dinner	003	063383	000	****	331050			\$16.60	\$16.60	US	7
Exp Description: Dinner for Glen Friel.													
1/16/2018	PRJPARKNG	Project- Parking	003	063383	000	****	331050			\$40.00	\$40.00	US	8
Exp Description: Airport parking.													



1000 N. PERIMETER RD
MANCHESTER, NH 03103
United States of America
TELEPHONE 603-668-2200 • FAX 603-668-2201
Reservations
www.homewoodsuites.com or 1 800 CALL HOME

#6 063383.000

FRIEL, GLEN

2020 BROOKS EDGE DR.
APT. 210
CAMP HILL PA 17011
UNITED STATES OF AMERICA

Room No: 103/KSTN
Arrival Date: 1/15/2018 5:51:00 PM
Departure Date: 1/16/2018 7:46:00 AM
Adult/Child: 1/0
Cashier ID: MLAGUERRE16
Room Rate: 124.00
AL:
HH # 690162468 BLUE
VAT #
Folio No/Che 329950 A

Confirmation Number: 84593347

HOMEWOOD SUITES-MANCHESTER-NH 1/16/2018 7:45:00 AM

DATE	REF NO	DESCRIPTION	CHARGES
1/15/2018	1315496	GUEST ROOM	\$124.00
1/15/2018	1315496	SALES TAX	\$11.16
1/16/2018	1315660	VS *3407	\$135.16
BALANCE			\$0.00

You have earned approximately 1240 Hilton Honors points for this stay. Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 4,900 h

THANK YOU FOR STAYING WITH US! WE HOPE TO SEE YOU BACK SOON

CREDIT CARD DETAIL

APPR CODE	03142D	MERCHANT ID	23208190017
CARD NUMBER	VS *3407	EXP DATE	05/22
TRANSACTION ID	1315660	TRANS TYPE	Sale

⑦ 63383.000

CUSTOMER COPY

TONY LUKES

8500 ESSINGTON AVE
PHILADELPHIA, PA 19153
267-987-2166
STORE # 1

#7

Order # 192
GLEN

063383.000

GLEN

ORDER # 192 EAT-IN

1 TRAD CHEESE STEAK	9.39
whiz	
fried onion	
1 PLAIN FRIES	3.79
1 FOUNTAIN DRINK	2.19
SUBTOTAL:	15.37
TAX :	1.23

TOTAL: 16.60

PAYMENT TYPE: CREDIT CARD

Tue Jan 16 2018 06:33 PM ASHRAFUL

Card Type : Visa
XXXXX3407
Auth Code : 09859D
Approval Id : 2543647359

CHARGED AMT : \$16.60

I agree to pay above total amount
according to card issuer agreement.

Signature : _____

8
↓

063383.000

HARRISBURG INTERNATIONAL AIRPORT
REPUBLIC PARKING SYSTEM
TWO TERMINAL DRIVE SUITE 100
MIDDLETOWN, PA 17057
(717) 948-5901

Rcpt# 59488

01/16/18 22:30 L#26 AH 22 Txn#132273
01/15/18 13:33 In 01/16/18 22:30 Out

Tkt# 935792

MMTF \$ 36.36

Total Tax \$ 3.64

Total Fee \$ 40.00

VISA \$ 40.00-

XXXXXXXXXXXX3407

Approval No.:04351D

Reference No.:149401

Change Due \$ 0.00

THANK YOU FOR PARKING WITH US!

PARKING GARAGE

THANK YOU FOR FLYING HIA/MDT!



REDACTED

DE 19-057
Exhibit 73 Part 2**INVOICE***Excellence Delivered As Promised***Gannett Fleming Valuation and Rate Consultants, LLC**

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383
Invoice No: 063383*3223
Invoice Date: March 27, 2018

Federal EIN: 46-4413705
Send Remit Info: AccountsReceivable@gfnet.com

Invoice Period: February 3, 2018 through March 2, 2018

Project Manager : John J. Spanos **jspanos@gfnet.com** **717 763-7211**

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUB SVC NEW HAMPSHIRE	\$	3,619.65
	Total Charges		<u>\$ 3,619.65</u>
	Total Due This Invoice		\$3,619.65



Excellence Delivered As Promised

REDACTED

DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*3223
Invoice Date: March 27, 2018

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

Assistant Analyst

\$

\$ 145.00

Support Staff

110.00

Total Labor Costs

\$ 255.00

Expenses

Transportation - Airfare

M & T BANK, N.A.

\$ 3,308.00

Transportation - Rental Car

EAN SERVICES, LLC

56.65

Total Expenses

\$ 3,364.65

Total Phase -- 000

\$ 3,619.65



Instant Feedback

[Ticket Detail](#) [Contact Us](#) [Remarks](#) [Important Company Details](#) [Travel Information](#)

Spanos/John J 07249

January 15, 2018 9:13 AM

World Travel Record Locator: Z55T7U

Assigned Company Number: 003
Assigned Organization Code: 331050
GL Account Code: 405500
Business Purpose: VISIT PROJECT SITE
Business Purpose: PSNH SITE VISITS
Project Code: 063383
Phase Code: 000
Alternate Company Number: 003

AIR - Tuesday, January 16, 2018 - UPDATED FLIGHT

[Add To Calendar](#)

American Airlines Flight AA4738 First Class

Operated by REPUBLIC AIRLINES AS AMERICAN EAGLE (American Airlines Booking Reference: XRGKKG)

Depart: MHT - Manchester-Boston
Manchester, New Hampshire, United States
05:55 PM Tuesday, January 16, 2018



Arrive: PHL - Philadelphia International Airport
Philadelphia, Pennsylvania, United States
07:29 PM Tuesday, January 16, 2018



Duration: 1 hour(s) and 34 minute(s) Non-stop

Status: Confirmed

Equipment: Embraer 175

Seat: 01D (Non smoking) Confirmed

FF Number: RY18656 - SPANOS/JOHN J

Important Company Information: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat changing processes won't cause your seat to be changed.



AIR - Monday, January 15, 2018 - UPDATED FLIGHT

[Add To Calendar](#)

American Airlines Flight AA4738 First Class

Operated by REPUBLIC AIRLINES AS AMERICAN EAGLE (American Airlines Booking Reference: XRGKKG)

Depart: PHL - Philadelphia International Airport
Philadelphia, Pennsylvania, United States
03:55 PM Monday, January 15, 2018



Arrive: MHT - Manchester-Boston
Manchester, New Hampshire, United States
05:21 PM Monday, January 15, 2018



Duration: 1 hour(s) and 26 minute(s) Non-stop

Status: Confirmed

Equipment: Embraer 175

Seat: 02A (Non smoking) Confirmed

FF Number: RY18656 - SPANOS/JOHN J

Important Company Information: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat changing processes won't cause your seat to be changed.



AIR - Monday, January 15, 2018

[Add To Calendar](#)

American Airlines Flight AA4904 Economy Class

Operated by PIEDMONT AIRLINES AS AMERICAN EAGLE (American Airlines Booking Reference: XRGKKG)

Depart: MDT - Harrisburg International Airport
Harrisburg, Pennsylvania, United States
02:17 PM Monday, January 15, 2018

Arrive: PHL - Philadelphia International Airport, Terminal F
Philadelphia, Pennsylvania, United States
03:10 PM Monday, January 15, 2018

Duration: 0 hour(s) and 53 minute(s) Non-stop


Status: Confirmed

Equipment: Embraer RJ145

Seat: 13B (Non smoking, Aisle) Confirmed

FF Number: RY18656 - SPANOS/JOHN J

Important Company Information: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat changing processes won't cause your seat to be changed.


CAR - Monday, January 15, 2018

[Add To Calendar](#)

Enterprise Rent A Car

Pick Up: 1 Airport Rd 1 Airport Rd Manchester 03103-0000, NH, United States; Tel: +1 (603) 606-5114
05:21 PM Monday, January 15, 2018

Drop Off: 1 Airport Rd 1 Airport Rd Manchester 03103-0000, NH, United States; Tel: +1 (603) 606-5114
05:55 PM Tuesday, January 16, 2018

Type: Intermediate 2/4 Door

Status: Confirmed



Rate: USD 42.50 Daily rate before taxes/fees/surcharges

Total: USD 76.82 Approx. rate including taxes/fees/surcharges

Confirmation: 1034597857COUNT

Frequent Renter ID: XXXX5381

Important Company Information: National and Enterprise rates include insurance for US rentals, when traveling outside of the US please purchase insurance when picking up your rental car.

HOTEL - Monday, January 15, 2018

[Add To Calendar](#)

Homewood Suite Manchester Arpt

Address: 1000 Perimeter Road
Manchester NH 03103

Tel: 1-603-668-2200

Fax: 1-603-668-2201

Check In/Check Out: Monday, January 15, 2018 - Tuesday, January 16, 2018

Status: Confirmed

Room Type: A0KA5P

Number of Persons: 1

Number of Nights: 1

Rate per night: USD 111.60


USD Equivalent Rate 0.00

Guaranteed: Yes

Confirmation: 85634915

Frequent Guest ID: 885305666

Cancellation Policy: 48 HR CANCELLATION REQUIRED



AIR - Tuesday, January 16, 2018

[Add To Calendar](#)

American Airlines Flight AA4932 Economy Class

Operated by PIEDMONT AIRLINES AS AMERICAN EAGLE (American Airlines Booking Reference: XRGKKG)

Depart: PHL - Philadelphia International Airport, Terminal F

Philadelphia, Pennsylvania, United States

09:00 PM Tuesday, January 16, 2018

Arrive: MDT - Harrisburg International Airport

Harrisburg, Pennsylvania, United States

10:00 PM Tuesday, January 16, 2018

Duration: 1 hour(s) and 0 minute(s) Non-stop

Status: Confirmed

Equipment: Embraer RJ145

Seat: 06B (Non smoking) Confirmed

FF Number: RY18656 - SPANOS/JOHN J

Important Company Information: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat changing processes won't cause your seat to be changed.



Ticket Detail

Ticket Number: 0017009631305 Issued: 01/04/2018 American Airlines

USD 1646.00

New Ticket Charges:

USD 1646.00

Service Fee: 8900719905935 Issued: 01/04/2018

USD 8.00

Total Charges:

USD 1654.00

Invoice Number: 206890524

Ticket and Service

VI*****4145

Fees charged to:

Contact Us

Booking Agent:

Not Available

Emergency Contact (24/7) within the US:

888-602-6586

International (Outside of the U.S.):

610-458-5554



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Travel Information

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Add Trip to Calendar

Federal law forbids the carriage of certain hazardous materials, such as aerosols, fireworks, and flammable liquids, aboard the aircraft.

If you do not understand these restrictions, contact your airline or go to [HazMat Safety](#) by clicking the link.

You may access your current reservation before or during your travel dates at [ViewTrip](#) by clicking the link.

The U.S. Department of Transportation (DOT), with the Federal Aviation Administration (FAA) and the Pipeline and Hazardous Materials Safety Administration (PHMSA), has announced it is issuing an emergency order to ban all Samsung Galaxy Note7 smartphone devices from air transportation in the United States

Please note, should you need to change your airline ticket, you may incur a change fee and or add collect in fare. Should you need to cancel your airline ticket, the ticket may be nonrefundable and will be held to use at a later date.

Please review your itinerary upon receipt. World Travel will not be responsible for any discrepancies on this itinerary if not notified within 24 hours of when reservation was made.

World Travel Corporate Headquarters - 1724 W Schuylkill Road - Douglassville, PA 19518



[Ticket Detail](#) [Contact Us](#) [Remarks](#) [Important Company Details](#) [Travel Information](#)

Friel/Glen Alexander 16369

January 13, 2018 7:13 PM

World Travel Record Locator: Z988P6

Assigned Company Number: 003
Assigned Organization Code: 331050
GL Account Code: 405500
Business Purpose: VISIT PROJECT SITE
Business Purpose: PSNH SITE VISITS
Project Code: 063383
Phase Code: 000
Alternate Company Number: 003

Reminder Email

If you are not traveling or need to change your itinerary, please contact World Travel, Inc. Many tickets have no value unless scheduled reservations are cancelled prior to scheduled departure.

AIR - Monday, January 15, 2018

[Add To Calendar](#)

American Airlines Flight AA4904 Economy Class

Operated by PIEDMONT AIRLINES AS AMERICAN EAGLE (American Airlines Booking Reference: MYQBHK)

Depart: MDT - Harrisburg International Airport
Harrisburg, Pennsylvania, United States
02:17 PM Monday, January 15, 2018

Arrive: PHL - Philadelphia International Airport, Terminal F
Philadelphia, Pennsylvania, United States
03:10 PM Monday, January 15, 2018

Duration: 0 hour(s) and 53 minute(s) Non-stop
Status: Confirmed
Equipment: Embraer RJ145
Seat: 17A (Non smoking, Window) Confirmed
FF Number: 08CK0N6 - FRIEL/GLEN ALEXANDER
Important Company Information: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat changing processes won't cause your seat to be changed.



AIR - Monday, January 15, 2018

[Add To Calendar](#)

American Airlines Flight AA4738 Economy Class

Operated by REPUBLIC AIRLINES AS AMERICAN EAGLE (American Airlines Booking Reference: MYQBHK)

Depart: PHL - Philadelphia International Airport
Philadelphia, Pennsylvania, United States
03:55 PM Monday, January 15, 2018

Arrive: MHT - Manchester-Boston
Manchester, New Hampshire, United States
05:21 PM Monday, January 15, 2018

Duration: 1 hour(s) and 26 minute(s) Non-stop

Status: Confirmed

Equipment: Embraer 175

Seat: 19D (Non smoking, Aisle) Confirmed

FF Number: 08CK0N6 - FRIEL/GLEN ALEXANDER

Important Company Information: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat changing processes won't cause your seat to be changed.



HOTEL - Monday, January 15, 2018

[Add To Calendar](#)

Homewood Suite Manchester Arpt

Address: 1000 Perimeter Road
Manchester NH 03103

Tel: 1-603-668-2200

Fax: 1-603-668-2201

Check In/Check Out: Monday, January 15, 2018 - Tuesday, January 16, 2018

Status: Confirmed

Room Type: A0KA11

Number of Persons: 1

Number of Nights: 1

Rate per night: USD 124.00

USD Equivalent Rate: 0.00

Guaranteed: Yes

Confirmation: 84593347

Frequent Guest ID: 690162468

Cancellation Policy: 48 HR CANCELLATION REQUIRED



AIR - Tuesday, January 16, 2018

[Add To Calendar](#)

American Airlines Flight AA4738 Economy Class

Operated by REPUBLIC AIRLINES AS AMERICAN EAGLE (American Airlines Booking Reference: MYQBHK)

Depart: MHT - Manchester-Boston
Manchester, New Hampshire, United States
05:55 PM Tuesday, January 16, 2018

Arrive: PHL - Philadelphia International Airport
Philadelphia, Pennsylvania, United States
07:29 PM Tuesday, January 16, 2018

Duration: 1 hour(s) and 34 minute(s) Non-stop

Status: Confirmed

Equipment: Embraer 175

Seat: 15A (Non smoking, Window) Confirmed

FF Number: 08CK0N6 - FRIEL/GLEN ALEXANDER

Important Company Information: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat changing processes won't cause your seat to be changed.



AIR - Tuesday, January 16, 2018

Add To Calendar

American Airlines Flight AA4932 Economy Class

Operated by PIEDMONT AIRLINES AS AMERICAN EAGLE (American Airlines Booking Reference: MYQBHK)

Depart: PHL - Philadelphia International Airport, Terminal F
Philadelphia, Pennsylvania, United States
09:00 PM Tuesday, January 16, 2018



Arrive: MDT - Harrisburg International Airport
Harrisburg, Pennsylvania, United States
10:00 PM Tuesday, January 16, 2018



Duration: 1 hour(s) and 0 minute(s) Non-stop

Status: Confirmed

Equipment: Embraer RJ145

Seat: 09B (Non smoking, Aisle) Confirmed

FF Number: 08CK0N6 - FRIEL/GLEN ALEXANDER

Important Company Information: If you change your seat assignment directly with the airline, please contact World Travel so that our automated seat changing processes won't cause your seat to be changed.



Ticket Detail

Ticket Number:	0017009632402 Issued: 01/04/2018 American Airlines	USD 1646.00
New Ticket Charges:		USD 1646.00
Service Fee:	8900719907013 Issued: 01/04/2018	USD 8.00
Total Charges:		USD 1654.00
Invoice Number:	206892474	
Ticket and Service Fees charged to:		VI*****4145

Contact Us

Booking Agent: Matt Kershaw
Emergency Contact (24/7) within the US: 888-602-6586
International (Outside of the U.S.): 610-458-5554



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Travel Information

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 Discount Parking

Add Trip to Calendar

Federal law forbids the carriage of certain hazardous materials, such as aerosols, fireworks, and flammable liquids, aboard the aircraft.


If you do not understand these restrictions, contact your airline or go to [HazMat Safety](#) by clicking the link.

You may access your current reservation before or during your travel dates at [ViewTrip](#) by clicking the link.

The U.S. Department of Transportation (DOT), with the Federal Aviation Administration (FAA) and the Pipeline and Hazardous Materials Safety Administration (PHMSA), has announced it is issuing an emergency order to ban all Samsung Galaxy Note7 smartphone devices from air transportation in the United States

Please note, should you need to change your airline ticket, you may incur a change fee and or add collect in fare. Should you need to cancel your airline ticket, the ticket may be nonrefundable and will be held to use at a later date.

Please review your itinerary upon receipt. World Travel will not be responsible for any discrepancies on this itinerary if not notified within 24 hours of when reservation was made.

EAN SERVICES, LLC PO BOX 402383 ATLANTA, GA 30384-2383 For Billing Inquiries 8775306141 ARADMIN@EHI.COM Fed Tax Id : 430724835		ENTERPRISE HOLDINGS. 		GANNETT FLEMING Rental Summary Consolidated Inv. #: 16052985 Consolidated Inv. Date: 22-Jan-2018	
RA # Renter Name CARD/OTTO	Ext Bill Ref # 1 Ext Bill Ref # 2 Ext Bill Ref # 3 Ext Bill Ref # 4 Ext Bill Ref # 5	Pickup Date Pickup Location Return Date Return Location Car Class	Charges	Total Charges	Amount in USD
Enterprise Rent-A-Car					
838795393 SPANOS, JOHN J		PSNH Site Visit	01/15/2018 17:43 MANCHESTER, NH	1 DAY @ 42.50 Tax, Surcharge and Fee	42.50 14.15
003-331050 063383.000-405600		01/16/2018 14:28 MANCHESTER, NH	Total	USD 56.65	56.65



Gannett Fleming

Excellence Delivered As Promised

REDACTED

DE 19-057
Exhibit 73 Part 2

INVOICE

Gannett Fleming Valuation and Rate Consultants, LLC

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383
Invoice No: 063383*3286
Invoice Date: April 20, 2018

Federal EIN: 46-4413705
Send Remit Info: AccountsReivable@gfnet.com

Invoice Period: March 3, 2018 through March 30, 2018

Project Manager : John J. Spanos jspanos@gfnet.com 717 763-7211

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUBSVCNEWHAMPSHIRE	\$ 6,068.62
	Total Charges	<u>\$ 6,068.62</u>
	Total Due This Invoice	\$6,068.62

**Gannett Fleming***Excellence Delivered As Promised***REDACTED**DE 19-057
Exhibit 73 Part 2Project: 063383
Invoice No: 063383*3286
Invoice Date: April 20, 2018**Gannett Fleming Valuation and Rate Consultants, LLC**

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs**Labor Classification****Hours****Rate****Amount**

Assistant Analyst I

\$

\$ 800.00

Analyst

85.00

Assistant Analyst II

3,407.50

John J. Spanos

1,300.00

Support Staff

440.00

Total Labor Costs**\$ 6,032.50****Expenses**

Copying, Reproduction & Fax Service

\$ 36.12

Total Expenses**\$ 36.12****Total Phase -- 000****\$ 6,068.62**

Time In: 03/23/2018 14:02:14 Document #
Time Out:

Co. No.			Organization Code								Employee No.						DATE		0065586
0	0	3	3	3	1	0	5	0	1	6	6	7	6	03/23/2018					
Project No. -right flush					Phase No. - left flush					Task No. - left flush					PHONE		DUE DATE		
0	6	3	3	8	3	0	0	0								x 2304		3/26/18	
CONTACT PERSON											LOCATION			ROOM NO.			TIME		
Megan Eckrich											West			630			13:00		
BST PROJECT DESCRIPTION		P	S	N	H		N	B	A		T	A	B	S					

Archive File: Yes ☐ No ☐ **Use File Name:** S:\DTECH\West 630\NBATab.pdf

[illegible]

Large Format → Outside vendor

No. of Tracings	Size (W x L)	Description	Bond Paper	Vellum	Mylar**	Reduce % Enlarge	Output Size

<input checked="" type="checkbox"/> Collate	<input type="checkbox"/> 19 Ring	<input checked="" type="checkbox"/> Drill # holes <u>3</u>	<input type="checkbox"/> Folding (Finished size)	<input type="checkbox"/> Staple
<input type="checkbox"/> Slip Sheet	<input type="checkbox"/> Coil (Binder color) <u> </u>	<input type="checkbox"/> Screwpost	<input type="checkbox"/> Hand Score	Saddle <input type="checkbox"/>
<input type="checkbox"/> Shrinkwrap	<input type="checkbox"/> Vello	<input type="checkbox"/> Acco	<input type="checkbox"/> Round Corner	1UL <input type="checkbox"/> 2LS <input type="checkbox"/>
# per pack <u> </u>	<input type="checkbox"/> Cheshire	<input type="checkbox"/> Duotang	<input type="checkbox"/> Trimming (Finished size)	<input type="checkbox"/> Laminating
<input type="checkbox"/> Perfect Binding		<input type="checkbox"/> Sheet Protectors	1/8 in <input type="checkbox"/> 3/8 in <input type="checkbox"/>	<input type="checkbox"/> with Lip
		Single <input type="checkbox"/> Other <input type="checkbox"/>	<input type="checkbox"/> Pad Shts/pad <u> </u>	

XEROX 4127		XEROX D95		XEROX DT 6115		XEROX Nuvera 120/144		XEROX Color 700/770		QC (initial)	
151	31.12	152		155	5.00	165		172			

WORK WILL BE REPRODUCED ON 20 LB. WHITE BOND UNLESS OTHERWISE SPECIFIED.

Reproduction Costs = \$36.12

Total Sheets Per Book _____

No. of Copies _____

☐ **Collate / Inserting**

- ☐ Machine
☐ Set up (for 11 x 17 only)
 No. of Shts. _____
☐ Hand Hrs. _____
 QC (initials) _____

☐ **19 ring** ☐ **Coil Binding**

- ☐ Punch only Time _____
☐ Binders only
 Color _____
 Size _____
☐ Special Set up _____
 QC (initials) _____

☐ **Binding (drilling & inserting additional)**

- ☐ Acco Size _____ qty. _____
☐ Screwpost Size _____ qty. _____
☐ Screwpost Size _____ qty. _____
☐ Extensions Size _____ qty. _____
☐ Other _____
 QC (initials) _____

☐ **Cheshire** ☐ **On line Cheshire**

- ☐ Narrow ☐ Med. ☐ Wide
 Binder Length _____
 QC (initials) _____

☐ **Vello**

- ☐ 1" ☒ 2" ☐ 3"
 No. of Shts. _____
 QC (initials) _____

☐ **Stitch (Machine or Hand)**

- Time _____
 QC (initials) _____

☐ **Folding / Hand - AutoCreaser**

- Finished size _____
 Hand Folding Hrs. _____
☐ Machine ☐ Right Angle
☐ Fold ☐ Perf. ☐ Score
 No. of Set ups _____
 No. of Passes _____
 No. of Shts. _____
 QC (initials) _____

☐ **Xerox ASF 135 (saddle binder)**

- ☐ 2 Saddle ☐ Fold only
 No. of Books _____
 QC (initials) _____

☒ **Drilling**

- No. of Set ups _____
 Time _____
 QC (initials) _____

☐ **Padding**

- Position _____
 No. of Pads _____
 NCR - No. of Shts. _____
 QC (initials) _____

☐ **Shrink wrap**

- No. of packs _____
 QC (initials) _____

☐ **Pockets**

- ☐ Map 10 x 13
☐ CD 6 1/2 x 9 1/2
 Quantity _____
 QC (initials) _____

☐ **Trimming**

- Finished size _____
 Time _____
 QC (initials) _____

☐ **Round Corner**

- No. of Shts. _____
 QC (initials) _____

☐ **Laminating**

- Running Feet _____
 QC (initials) _____

☐ **Notebooks / Covers**

- ☐ Duotang # _____
☐ Sheet Proctors
☐ Single ☐ Wrap around
 8 1/2 x 11 quantity _____
 QC (initials) _____

☐ **Perfect Bind**

- ☐ Small - <.6"
☐ Medium -.61" - 1.2"
☐ Large - 1.21" - 1.66"
☐ No. of Books _____
 QC (initials) _____

☐ **Other**



REDACTED

DE 19-057
Exhibit 73 Part 2**INVOICE***Excellence Delivered As Promised***Gannett Fleming Valuation and Rate Consultants, LLC**

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383**Invoice No:** 063383*3342**Invoice Date:** May 21, 2018**Federal EIN:** 46-4413705**Send Remit Info:** AccountsReceivable@gfnet.com**Invoice Period:** March 31, 2018 through April 27, 2018**Project Manager :** John J. Spanos**jspanos@gfnet.com****717 763-7211**

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUBSVCNEWHAMPSHIRE	\$	4,550.00
	Total Charges		\$ 4,550.00
	Total Due This Invoice		\$4,550.00



Excellence Delivered As Promised

REDACTED

DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*3342
Invoice Date: May 21, 2018

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

Assistant Analyst I

\$

\$ 800.00

Assistant Analyst II

2,175.00

John J. Spanos

1,300.00

Support Staff

275.00

Total Labor Costs

\$ 4,550.00

Total Phase -- 000

\$ 4,550.00

**Gannett Fleming****REDACTED**DE 19-057
Exhibit 10, Page 2
INVOICE*Excellence Delivered As Promised***Gannett Fleming Valuation and Rate Consultants, LLC**

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

Proj # 10214405

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Federal EIN: 46-4413705**Send Remit Info: AccountsReivable@gfnet.com**

Project: 063383
Invoice No: 063383*3769
Invoice Date: September 21, 2018

Invoice Period: August 4, 2018 through August 31, 2018

Project Manager : John J. Spanos **jspanos@gfnet.com** **717 763-7211**

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUBSVCNEWHAMPSHIRE	\$ 1,372.50
	Total Charges	\$ 1,372.50
	Total Due This Invoice	\$1,372.50

000737

**Gannett Fleming***Excellence Delivered As Promised***REDACTED**

DE 19-057
Exhibit 73 Part 2
Project: 063383
Invoice No: 063383*3769
Invoice Date: September 21, 2018

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs**Labor Classification****Hours****Rate****Amount**

Assistant Analyst

\$

\$ 797.50

John J. Spanos

520.00

Support Staff

55.00

Total Labor Costs**\$ 1,372.50****Total Phase -- 000****\$ 1,372.50**



Gannett Fleming

Excellence Delivered As Promised

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DE 19-057
Exhibit 73 Part 2

INVOICE

Gannett Fleming Valuation and Rate Consultants, LLC

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383

Invoice No: 063383*3934

Invoice Date: November 20, 2018

Federal EIN: 46-4413705

Send Remit Info: AccountsReceivable@gfnet.com

Invoice Period: September 29, 2018 through October 26, 2018

Project Manager : John J. Spanos

jspanos@gfnet.com

717 763-7211

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPRECIATION - PUBLIC SERVICE NEW HAMPSHIRE	\$ 5,855.00
	Total Charges	\$ 5,855.00
	Total Due This Invoice	\$5,855.00



Gannett Fleming

Excellence Delivered As Promised

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DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*3934
Invoice Date: November 20, 2018

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

Assistant Analyst

\$

\$ 3,335.00

John J. Spanos

2,080.00

Support Staff

440.00

Total Labor Costs

\$ 5,855.00

Total Phase -- 000

\$ 5,855.00



Gannett Fleming

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DE 19-057
Exhibit 73-Part 2

INVOICE

Excellence Delivered As Promised

Gannett Fleming Valuation and Rate Consultants, LLC

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383

Invoice No: 063383*4000

Invoice Date: December 13, 2018

Federal EIN: 46-4413705

Send Remit Info: AccountsReceivable@gfnet.com

Invoice Period: October 27, 2018 through November 23, 2018

Project Manager : John J. Spanos

jspanos@gfnet.com

717 763-7211

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUBSVCNEWHAMPSHIRE	\$	1,802.50
	Total Charges	\$	1,802.50
	Total Due This Invoice		\$1,802.50

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs**Labor Classification****Hours****Rate****Amount**

Assistant Analyst

\$

\$ 1,377.50

John J. Spanos

260.00

Support Staff

165.00

Total Labor Costs**\$ 1,802.50****Total Phase -- 000****\$ 1,802.50**



Gannett Fleming

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DE 19-057
Exhibit 73 Part 2

INVOICE

Gannett Fleming Valuation and Rate Consultants, LLC

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383

Invoice No: 063383*4121

Invoice Date: February 22, 2019

Federal EIN: 46-4413705

Send Remit Info: AccountsReceivable@gfnet.com

Invoice Period: December 29, 2018 through February 1, 2019

Project Manager : John J. Spanos

jspanos@gfnet.com

717 763-7211

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUBSVCNEWHAMPSHIRE	\$ 5,075.00
	Total Charges	\$ 5,075.00
	Total Due This Invoice	\$5,075.00



Gannett Fleming

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DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*4121
Invoice Date: February 22, 2019

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

Assistant Analyst

\$

\$ 3,975.00

John J. Spanos

1,100.00

Total Labor Costs

\$ 5,075.00

Total Phase -- 000

\$ 5,075.00

**Gannett Fleming**

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DE 19-057
Exhibit 10 Page 2
INVOICE*Excellence Delivered As Promised***Gannett Fleming Valuation and Rate Consultants, LLC**

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383
Invoice No: 063383*4180
Invoice Date: March 22, 2019

Federal EIN: 46-4413705
Send Remit Info: AccountsReivable@gfnet.com

Invoice Period: February 2, 2019 through March 1, 2019

Project Manager : John J. Spanos **jspanos@gfnet.com** **717 763-7211**

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUB SVC NEW HAMPSHIRE	\$	3,610.00
	Total Charges		<u>\$ 3,610.00</u>
	Total Due This Invoice		\$3,610.00

**Gannett Fleming Valuation and Rate Consultants, LLC**

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs**Labor Classification****Hours****Rate****Amount**

Assistant Analyst

\$

\$ 1,500.00

John J. Spanos

1,650.00

Support Staff

460.00

Total Labor Costs**\$ 3,610.00****Total Phase -- 000****\$ 3,610.00**



Gannett Fleming

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DE 19-057
Exhibit 73 Part 2

INVOICE

Gannett Fleming Valuation and Rate Consultants, LLC

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383

Invoice No: 063383*4261

Invoice Date: April 15, 2019

Federal EIN: 46-4413705

Send Remit Info: AccountsReceivable@gfnet.com

Invoice Period: March 2, 2019 through March 29, 2019

Project Manager : John J. Spanos

jspanos@gfnet.com

717 763-7211

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUBSVCNEWHAMPSHIRE	\$	1,055.00
	Total Charges		\$ 1,055.00
	Total Due This Invoice		\$1,055.00



Gannett Fleming

Excellence Delivered As Promised

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DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*4261
Invoice Date: April 15, 2019

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

John J. Spanos

██████████

\$

██████████

\$ 825.00

Support Staff

230.00

Total Labor Costs

\$ 1,055.00

Total Phase -- 000

\$ 1,055.00



Gannett Fleming

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DE 19-057
Exhibit 73 Part 2

INVOICE

Excellence Delivered As Promised

Gannett Fleming Valuation and Rate Consultants, LLC

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383

Invoice No: 063383*4409

Invoice Date: June 24, 2019

Federal EIN: 46-4413705

Send Remit Info: AccountsReivable@gfnet.com

Invoice Period: April 27, 2019 through May 24, 2019

Project Manager : John J. Spanos

jspanos@gfnet.com

717 763-7211

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUBSVCNEWHAMPSHIRE	\$	2,026.87
	Total Charges		\$ 2,026.87
	Total Due This Invoice		\$2,026.87



Gannett Fleming

Excellence Delivered As Promised

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DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*4409
Invoice Date: June 24, 2019

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

Assistant Analyst

\$

\$ 975.00

John J. Spanos

825.00

Support Staff

172.50

Total Labor Costs

\$ 1,972.50

Expenses

Copying, Reproduction & Fax Service

54.37

Total Expenses

\$ 54.37

Total Phase -- 000

\$ 2,026.87

Total Sheets Per Book _____

No. of Copies 2

☐ **Collate / Inserting**

- ☐ Machine
☐ Set up (for 11 x 17 only)
No. of Shts. _____
☐ Hand Hrs. _____
QC (Initials) _____

☐ **19 ring** ☐ **Coil Binding**

- ☐ Punch only Time _____
☐ Binders only
Color _____
Size _____
☐ Special Set up _____
QC (Initials) _____

☐ **Binding (drilling & inserting additional)**

- ☐ Acco Size _____ qty. _____
☐ Screwpost Size _____ qty. _____
☐ Screwpost Size _____ qty. _____
☐ Extensions Size _____ qty. _____
☐ Other _____
QC (Initials) _____

☒ **Cheshire** ☐ **On line Cheshire**

- ☐ Narrow ☒ Med. ☐ Wide
Binder Length 11"
QC (Initials) S 2.90

☐ **Vello**

- ☐ 1" ☐ 2" ☐ 3"
No. of Shts. _____
QC (Initials) _____

☐ **Stitch (Machine or Hand)**

- Time _____
QC (Initials) _____

☐ **Folding / Hand - AutoCreaser**

- Finished size _____
Hand Folding Hrs. _____
☐ Machine ☐ Right Angle
☐ Fold ☐ Perf. ☐ Score
No. of Set ups _____
No. of Passes _____
No. of Shts. _____
QC (Initials) _____

☐ **Xerox ASF 135 (saddle binder)**

- ☐ 2 Saddle ☐ Fold only
No. of Books _____
QC (Initials) _____

☐ **Drilling**

- No. of Set ups _____
Time _____
QC (Initials) _____

☐ **Padding**

- Position _____
No. of Pads _____
NCR - No. of Shts. _____
QC (Initials) _____

☐ **Shrink wrap**

- No. of packs _____
QC (Initials) _____

☐ **Pockets**

- ☐ Map 10 x 13
☐ CD 6 1/2 x 9 1/2
Quantity _____
QC (Initials) _____

☒ **Trimming**

- Finished size -8 1/2 x -11
Time .1 5.00
QC (Initials) BT

☐ **Round Corner**

- No. of Shts. _____
QC (Initials) _____

☐ **Laminating**

- Running Feet _____
QC (Initials) _____

☐ **Notebooks / Covers**

- ☐ Duotang # _____
☐ Sheet Proctors
☐ Single ☐ Wrap around
8 1/2 x 11 quantity _____
QC (Initials) _____

☐ **Perfect Bind**

- ☐ Small - <.6"
☐ Medium -.61" - 1.2"
☐ Large - 1.21" - 1.66"
☐ No. of Books _____
QC (Initials) _____

☐ **Other**

**Gannett Fleming**

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DE 19-057
Exhibit 3 Invoice **INVOICE***Excellence Delivered As Promised***Gannett Fleming Valuation and Rate Consultants, LLC**

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants, LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383**Invoice No:** 063383*4500**Invoice Date:** July 23, 2019**Federal EIN:** 46-4413705**Send Remit Info:** AccountsReivable@gfnet.com**Invoice Period:** May 25, 2019 through June 28, 2019**Project Manager :** John J. Spanos**jspanos@gfnet.com****717 763-7211**

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUB SVC NEW HAMPSHIRE	\$	1,072.50
	Total Charges		\$ 1,072.50
	Total Due This Invoice		\$1,072.50

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs**Labor Classification****Hours****Rate****Amount**

Assistant Analyst

\$

\$ 75.00

John J. Spanos

825.00

Support Staff

172.50

Total Labor Costs**\$ 1,072.50****Total Phase -- 000****\$ 1,072.50**



Gannett Fleming

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DE 19-057
Exhibit 73 Part 2

INVOICE

Excellence Delivered As Promised

Gannett Fleming Valuation and Rate Consultants, LLC

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

Project: 063383
Invoice No: 063383*4667
Invoice Date: September 16, 2019

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants,
LLC
PO Box 829160
Philadelphia, PA 19182-9160

Federal EIN: 46-4413705
Send Remit Info: AccountsReceivable@gfnet.com

Note: TO PREVENT IMPOSTER FRAUD. If you receive any notification of a change in payment instructions, you should call our Accounts Receivable department at 717-763-7211 to verify the authenticity of the change. We cannot be held responsible for a misdirected payment as a result of your not confirming authenticity of requested changes to payment instructions or "imposter hacks" to your system.

Invoice Period: August 3, 2019 through August 30, 2019

Project Manager : John J. Spanos **jspanos@gfnet.com** **717 763-7211**

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUB SVC NEW HAMPSHIRE	\$ 1,662.50
	Total Charges	<u>\$ 1,662.50</u>
	Total Due This Invoice	\$1,662.50

000755



Gannett Fleming

Excellence Delivered As Promised

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DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*4667
Invoice Date: September 16, 2019

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

John J. Spanos

\$

\$ 1,375.00

Support Staff

287.50

Total Labor Costs

\$ 1,662.50

Total Phase -- 000

\$ 1,662.50



Gannett Fleming

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DE 19-057
Exhibit 73 Part 2

INVOICE

Excellence Delivered As Promised

Gannett Fleming Valuation and Rate Consultants, LLC

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

Project: 063383
Invoice No: 063383*4767
Invoice Date: October 14, 2019

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants,
LLC
PO Box 829160
Philadelphia, PA 19182-9160

Federal EIN: 46-4413705

Send Remit Info: AccountsReceivable@gfnet.com

Note: TO PREVENT IMPOSTER FRAUD. If you receive any notification of a change in payment instructions, you should call our Accounts Receivable department at 717-763-7211 to verify the authenticity of the change. We cannot be held responsible for a misdirected payment as a result of your not confirming authenticity of requested changes to payment instructions or "imposter hacks" to your system.

Invoice Period: August 31, 2019 through September 27, 2019

Project Manager : John J. Spanos

jspanos@gfnet.com

717 763-7211

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUB SVC NEW HAMPSHIRE	\$ 1,740.00
	Total Charges	\$ 1,740.00
	Total Due This Invoice	\$1,740.00

**Gannett Fleming***Excellence Delivered As Promised***REDACTED**DE 19-057
Exhibit 73 Part 2**Project:** 063383
Invoice No: 063383*4767
Invoice Date: October 14, 2019**Gannett Fleming Valuation and Rate Consultants, LLC**

Phase 000 – Depr-PubSvcNewHampshire**Labor Costs****Labor Classification****Hours****Rate****Amount**

Assistant Analyst

\$

\$ 525.00

John J. Spanos

1,100.00

Support Staff

115.00

Total Labor Costs**\$ 1,740.00****Total Phase -- 000****\$ 1,740.00**

**Gannett Fleming**

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DE 19-057
Exhibit 73 Part 2**INVOICE***Excellence Delivered As Promised***Gannett Fleming Valuation and Rate Consultants, LLC**

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

Project: 063383
Invoice No: 063383*4970
Invoice Date: January 10, 2020

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants,
LLC
PO Box 829160
Philadelphia, PA 19182-9160

Federal EIN: 46-4413705**Send Remit Info:** AccountsReceivable@gfnet.com

Note: TO PREVENT IMPOSTER FRAUD. If you receive any notification of a change in payment instructions, you should call our Accounts Receivable department at 717-783-7211 to verify the authenticity of the change. We cannot be held responsible for a misdirected payment as a result of your not confirming authenticity of requested changes to payment instructions or "imposter hacks" to your system.

Invoice Period: November 23, 2019 through December 27, 2019**Project Manager :** John J. Spanos jspanos@gfnet.com

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUB-SVC NEW HAMPSHIRE	\$ 7,382.50
	Total Charges	\$ 7,382.50
	Total Due This Invoice	\$7,382.50

PAST DUE -- TIMELY PAYMENT IS APPRECIATED

CONTACT: Cheryl Rutter, Administrator, at 717-886-5712 if you have
any questions related to the invoice. Thank you.



Gannett Fleming

Excellence Delivered As Promised

REDACTED

DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*4970
Invoice Date: January 10, 2020

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

Associate Analyst

\$

\$ 2,925.00

John J. Spanos

4,400.00

Support Staff

57.50

Total Labor Costs

\$ 7,382.50

Total Phase -- 000

\$ 7,382.50

*Excellence Delivered As Promised***Gannett Fleming Valuation and Rate Consultants, LLC**

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

Project: 063383
Invoice No: 063383*5210
Invoice Date: May 12, 2020

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants,
LLC
PO Box 829160
Philadelphia, PA 19182-9160

Federal EIN: 46-4413705**Send Remit Info:** AccountsReceivable@gfnet.com

Note: TO PREVENT IMPOSTER FRAUD. If you receive any notification of a change in payment instructions, you should call our Accounts Receivable department at 717-783-7211 to verify the authenticity of the change. We cannot be held responsible for a misdirected payment as a result of your not confirming authenticity of requested changes to payment instructions or "imposter hacks" to your system.

Invoice Period: February 1, 2020 through April 24, 2020**Project Manager :** John J. Spanos **jspanos@gfnet.com****Purchase Order No.** 10214405 ✓ Depreciation Study for Public Service of New Hampshire**Summary of Current Charges**

Phase 000	- DEPR-PUB SVC NEW HAMPSHIRE	\$ 3,807.50
	Total Charges	\$ 3,807.50
	Total Due This Invoice	\$3,807.50

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs**Labor Classification****Hours****Rate****Amount**

Associate Analyst

\$

\$ 1,275.00

John J. Spanos

2,475.00

Support Staff

57.50

Total Labor Costs**\$ 3,807.50****Total Phase -- 000****\$ 3,807.50**

**Gannett Fleming**

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DE 19-057
Exhibit 73 Part 2**INVOICE***Excellence Delivered As Promised***Gannett Fleming Valuation and Rate Consultants, LLC**

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants,
LLC
PO Box 829160
Philadelphia, PA 19182-9160

Project: 063383**Invoice No:** 063383*5533**Invoice Date:** September 25, 2020**Federal EIN:** 46-4413705**Send Remit Info:** AccountsReceivable@gfnet.com

Note: TO PREVENT IMPOSTER FRAUD, if you receive any notification of a change in payment instructions, you should call our Accounts Receivable department at 717-763-7211 to verify the authenticity of the change. We cannot be held responsible for a misdirected payment as a result of your not confirming authenticity of requested changes to payment instructions or "imposter hacks" to your system.

Invoice Period: August 1, 2020 through August 28, 2020**Project Manager :** John J. Spanos jspanos@gfnet.com

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUB SVC NEW HAMPSHIRE	\$ 4,225.00
	Total Charges	\$ 4,225.00
	Total Due This Invoice	\$4,225.00



Gannett Fleming

Excellence Delivered As Promised

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DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*5533
Invoice Date: September 25, 2020

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

Associate Analyst

\$

\$ 1,785.00

John J. Spanos

2,380.00

Support Staff

60.00

Total Labor Costs

\$ 4,225.00

Total Phase -- 000

\$ 4,225.00



Gannett Fleming

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DE 19-057
Exhibit 73 Part 2

INVOICE

Excellence Delivered As Promised

Gannett Fleming Valuation and Rate Consultants, LLC

Eversource Energy
Attn: Accounts Payable, Team Leader, Plant Acctg Dept.
P.O. Box 5017
Hartford, CT 06102-5017

ACH/EFT Payment Information:

ABA: [REDACTED]
Account No.: [REDACTED]
Account Name: Gannett Fleming

Check Payment Information:

Gannett Fleming Valuation and Rate Consultants,
LLC
PO Box 829160
Philadelphia, PA 19182-9160

Federal EIN: 46-4413705

Send Remit Info: AccountsReceivable@gfnet.com

Project: 063383

Invoice No: 063383*5559

Invoice Date: October 15, 2020

10214405

Note: TO PREVENT IMPOSTER FRAUD. If you receive any notification of a change in payment instructions, you should call our Accounts Receivable department at 717-753-7211 to verify the authenticity of the change. We cannot be held responsible for a misdirected payment as a result of your not confirming authenticity of requested changes to payment instructions or "imposter hacks" to your system.

Invoice Period: August 29, 2020 through September 25, 2020

Project Manager : John J. Spanos jspanos@gfnet.com

Purchase Order No. 10214405 - Depreciation Study for Public Service of New Hampshire

Summary of Current Charges

Phase 000	- DEPR-PUB SVC NEW HAMPSHIRE	\$ 1,545.00
	Total Charges	\$ 1,545.00
	Total Due This Invoice	\$1,545.00



Excellence Delivered As Promised

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DE 19-057
Exhibit 73 Part 2

Project: 063383
Invoice No: 063383*5559
Invoice Date: October 15, 2020

Gannett Fleming Valuation and Rate Consultants, LLC

Phase 000 -- Depr-PubSvcNewHampshire

Labor Costs

Labor Classification

Hours

Rate

Amount

Associate Analyst

\$

\$ 85.00

John J. Spanos

1,400.00

Support Staff

60.00

Total Labor Costs

\$ 1,545.00

Total Phase -- 000

\$ 1,545.00

REDACTED

Randstad Invoice and Timesheet Detail

Associate	Vendor Invoice Number	Week Ending Date	Invoice Dollars	Allocated Dollars	Associate	Week Ending	Time Sheet ID	Amount	Timesheet Billable Hours		Bill Rates (\$/Hr)	
									Straight Time	Overtime	Straight Time	Overtime
Martin, Robert	ESECI00000	20180106	\$1,212.93	\$1,212.93	Martin, Robert	01/06/2018	ESETS00015075	\$1,212.93				
Martin, Robert	ESECI000000390007	20180113	\$1,171.10	\$1,171.10	Martin, Robert	01/13/2018	ESETS00015261	\$1,171.10				
Martin, Robert	ESECI000000400010	20180120	\$2,593.15	\$2,593.15	Martin, Robert	01/20/2018	ESETS00015628	\$2,593.15				
Martin, Robert	ESECI000000410004	20180127	\$2,258.55	\$2,258.55	Martin, Robert	01/27/2018	ESETS00015959	\$2,258.55				
Martin, Robert	ESECI000000420010	20180203	\$2,551.33	\$2,551.33	Martin, Robert	02/03/2018	ESETS00016397	\$2,551.33				
Martin, Robert	ESECI000000430005	20180210	\$2,969.58	\$2,969.58	Martin, Robert	02/10/2018	ESETS00016760	\$2,969.58				
Martin, Robert	ESECI000000440003	20180217	\$1,338.40	\$1,338.40	Martin, Robert	02/17/2018	ESETS00017112	\$1,338.40				
Martin, Robert	ESECI000000450005	20180224	\$2,300.38	\$2,300.38	Martin, Robert	02/24/2018	ESETS00017507	\$2,300.38				
Martin, Robert	ESECI000000460003	20180303	\$2,509.50	\$2,509.50	Martin, Robert	03/03/2018	ESETS00017885	\$2,509.50				
Martin, Robert	ESECI000000470628	20180310	\$1,798.48	\$1,798.48	Martin, Robert	03/10/2018	ESETS00018253	\$1,798.48				
Martin, Robert	ESECI000000480002	20180317	\$1,505.70	\$1,505.70	Martin, Robert	03/17/2018	ESETS00018615	\$1,505.70				
Martin, Robert	ESECI000000490500	20180324	\$2,258.55	\$2,258.55	Martin, Robert	03/24/2018	ESETS00018986	\$2,258.55				
Martin, Robert	ESECI000000500004	20180331	\$2,007.60	\$2,007.60	Martin, Robert	03/31/2018	ESETS00019330	\$2,007.60				
Martin, Robert	ESECI000000510005	20180407	\$2,007.60	\$2,007.60	Martin, Robert	04/07/2018	ESETS00019670	\$2,007.60				
Martin, Robert	ESECI000000520002	20180414	\$1,589.35	\$1,589.35	Martin, Robert	04/14/2018	ESETS00020021	\$1,589.35				
Martin, Robert	ESECI000000530003	20180421	\$1,965.78	\$1,965.78	Martin, Robert	04/21/2018	ESETS00020383	\$1,965.78				
Martin, Robert	ESECI000000590530	20180602	\$1,003.80	\$501.90	Martin, Robert	06/02/2018	ESETS00024029	\$1,003.80				
Martin, Robert	ESECI000000600498	20180609	\$836.50	\$418.25	Martin, Robert	06/09/2018	ESETS00024405	\$836.50				
Martin, Robert	ESECI000000610480	20180616	\$1,798.48	\$899.24	Martin, Robert	06/16/2018	ESETS00024820	\$1,798.48				
Martin, Robert	ESECI000000620500	20180623	\$1,882.13	\$941.07	Martin, Robert	06/23/2018	ESETS00025240	\$1,882.13				
Martin, Robert	ESECI000000630533	20180630	\$1,254.75	\$627.38	Martin, Robert	06/30/2018	ESETS00025652	\$1,254.75				
Martin, Robert	ESECI000000640679	20180707	\$1,338.40	\$669.20	Martin, Robert	07/07/2018	ESETS00026044	\$1,338.40				
Martin, Robert	ESECI000000650544	20180714	\$543.73	\$271.87	Martin, Robert	07/14/2018	ESETS00026461	\$543.73				
Martin, Robert	ESECI000000660650	20180721	\$2,007.60	\$1,003.80	Martin, Robert	07/21/2018	ESETS00026896	\$2,007.60				
Martin, Robert	ESECI000000670727	20180728	\$1,923.95	\$961.98	Martin, Robert	07/28/2018	ESETS00027337	\$1,923.95				
Martin, Robert	ESECI000000680525	20180804	\$1,714.83	\$857.42	Martin, Robert	08/04/2018	ESETS00027770	\$1,714.83				
Martin, Robert	ESECI000000690513	20180811	\$1,338.40	\$669.20	Martin, Robert	08/11/2018	ESETS00028249	\$1,338.40				
Martin, Robert	ESECI000000700613	20180818	\$1,882.13	\$941.07	Martin, Robert	08/18/2018	ESETS00028705	\$1,882.13				
Martin, Robert	ESECI000000710001	20180825	\$2,007.60	\$1,003.80	Martin, Robert	08/25/2018	ESETS00029123	\$2,007.60				
Martin, Robert	ESECI000000730599	20180908	\$1,840.30	\$920.15	Martin, Robert	09/08/2018	ESETS00029948	\$1,840.30				
Martin, Robert	ESECI000000740485	20180915	\$1,882.13	\$941.07	Martin, Robert	09/15/2018	ESETS00030334	\$1,882.13				
Martin, Robert	ESECI000000750475	20180922	\$2,007.60	\$1,003.80	Martin, Robert	09/22/2018	ESETS00030736	\$2,007.60				
Martin, Robert	ESECI000000760571	20180929	\$2,509.50	\$1,254.75	Martin, Robert	09/29/2018	ESETS00031155	\$2,509.50				
Martin, Robert	ESECI000000770578	20181006	\$1,254.75	\$627.38	Martin, Robert	10/06/2018	ESETS00031562	\$1,254.75				
Martin, Robert	ESECI000000780606	20181013	\$1,129.28	\$564.64	Martin, Robert	10/13/2018	ESETS00031986	\$1,129.28				
Martin, Robert	ESECI000000790630	20181020	\$1,338.40	\$669.20	Martin, Robert	10/20/2018	ESETS00032400	\$1,338.40				
Martin, Robert	ESECI000000800484	20181027	\$1,840.30	\$920.15	Martin, Robert	10/27/2018	ESETS00032814	\$1,840.30				
Martin, Robert	ESECI000000820577	20181110	\$2,467.68	\$1,233.84	Martin, Robert	11/10/2018	ESETS00033638	\$2,467.68				
Martin, Robert	ESECI000000830002	20181117	\$1,505.70	\$752.85	Martin, Robert	11/17/2018	ESETS00034051	\$1,505.70				
Martin, Robert	ESECI000000841505	20181124	\$1,296.58	\$648.29	Martin, Robert	11/24/2018	ESETS00034506	\$1,296.58				
Martin, Robert	ESECI000000850518	20181201	\$1,798.48	\$899.24	Martin, Robert	12/01/2018	ESETS00034970	\$1,798.48				
Martin, Robert	ESECI000000860556	20181208	\$1,756.65	\$878.33	Martin, Robert	12/08/2018	ESETS00036275	\$1,756.65				
Martin, Robert	ESECI000000870494	20181215	\$1,965.78	\$982.89	Martin, Robert	12/15/2018	ESETS00036682	\$1,965.78				
Martin, Robert	ESECI000000880733	20181222	\$2,384.03	\$1,192.02	Martin, Robert	12/22/2018	ESETS00037093	\$2,384.03				
Martin, Robert	ESECI000000900497	20190105	\$1,296.58	\$648.29	Martin, Robert	01/05/2019	ESETS00037905	\$1,296.58				
Martin, Robert	ESECI000000910440	20190112	\$1,338.40	\$669.20	Martin, Robert	01/12/2019	ESETS00038298	\$1,338.40				
Martin, Robert	ESECI000000920440	20190119	\$2,425.85	\$1,212.93	Martin, Robert	01/19/2019	ESETS00038753	\$2,425.85				
Martin, Robert	ESECI000000930477	20190126	\$1,882.13	\$941.07	Martin, Robert	01/26/2019	ESETS00039169	\$1,882.13				
Martin, Robert	ESECI000000940713	20190202	\$2,760.45	\$1,380.23	Martin, Robert	02/02/2019	ESETS00039572	\$2,760.45				

Associate	Vendor Invoice Number	Week Ending Date	Invoice Dollars	Allocated Dollars	Associate	Week Ending	Time Sheet ID	Amount	Timesheet Billable Hours		Bill Rates (\$/Hr)	
									Straight Time	Overtime	Straight Time	Overtime
Martin, Robert	ESECI000000950594	20190209	\$1,923.95	\$961.98	Martin, Robert	02/09/2019	ESETS00039979	\$1,923.95				
Martin, Robert	ESECI000000960517	20190216	\$1,840.30	\$920.15	Martin, Robert	02/16/2019	ESETS00040386	\$1,840.30				
Martin, Robert	ESECI000000970696	20190223	\$1,840.30	\$920.15	Martin, Robert	02/23/2019	ESETS00040852	\$1,840.30				
Martin, Robert	ESECI000000990483	20190309	\$1,422.05	\$711.03	Martin, Robert	03/09/2019	ESETS00041751	\$1,422.05				
Martin, Robert	ESECI000001000002	20190316	\$2,844.10	\$1,422.05	Martin, Robert	03/16/2019	ESETS00042186	\$2,844.10				
Martin, Robert	ESECI000001010469	20190323	\$1,798.48	\$899.24	Martin, Robert	03/23/2019	ESETS00042608	\$1,798.48				
Martin, Robert	ESECI000001170762	20190713	\$2,049.43	\$2,049.43	Martin, Robert	07/13/2019	ESETS00049756	\$2,049.43				
Total Martin, Robert			\$101,969.46	\$68,028.44				\$101,969.41				
Patten, Pauline	ESECI000000480006	20180317	\$474.12	\$474.12	Patten, Pauline	03/17/2018	ESETS00018817	\$474.12				
Patten, Pauline	ESECI000000490004	20180324	\$790.20	\$790.20	Patten, Pauline	03/24/2018	ESETS00019178	\$790.20				
Patten, Pauline	ESECI000000500006	20180331	\$790.20	\$790.20	Patten, Pauline	03/31/2018	ESETS00019521	\$790.20				
Patten, Pauline	ESECI000000510008	20180407	\$632.16	\$632.16	Patten, Pauline	04/07/2018	ESETS00019852	\$632.16				
Patten, Pauline	ESECI000000530006	20180421	\$790.20	\$790.20	Patten, Pauline	04/21/2018	ESETS00020566	\$790.20				
Patten, Pauline	ESECI000000540006	20180428	\$592.65	\$592.65	Patten, Pauline	04/28/2018	ESETS00020938	\$592.65				
Total Patten, Pauline			\$4,069.53	\$4,069.53				\$4,069.53				
Shea, Denise Ann	ESECI000000	20171230	\$1,292.48	\$1,292.48	Shea, Denise Ann	12/30/2017	ESECI000000	\$1,292.48				
Shea, Denise Ann	ESECI000000	20180106	\$989.56	\$989.56	Shea, Denise Ann	01/06/2018	ESETS00015080	\$989.56				
Shea, Denise Ann	ESECI000000390007	20180113	\$1,615.60	\$1,615.60	Shea, Denise Ann	01/13/2018	ESETS00015111	\$1,615.60				
Shea, Denise Ann	ESECI000000400010	20180120	\$1,332.87	\$1,332.87	Shea, Denise Ann	01/20/2018	ESETS00015481	\$1,332.87				
Shea, Denise Ann	ESECI000000410004	20180127	\$1,615.60	\$1,615.60	Shea, Denise Ann	01/27/2018	ESETS00015811	\$1,615.60				
Shea, Denise Ann	ESECI000000420010	20180203	\$1,615.60	\$1,615.60	Shea, Denise Ann	02/03/2018	ESETS00016250	\$1,615.60				
Shea, Denise Ann	ESECI000000430005	20180210	\$1,615.60	\$1,615.60	Shea, Denise Ann	02/10/2018	ESETS00016617	\$1,615.60				
Shea, Denise Ann	ESECI000000440003	20180217	\$1,615.60	\$1,615.60	Shea, Denise Ann	02/17/2018	ESETS00016970	\$1,615.60				
Shea, Denise Ann	ESECI000000450005	20180224	\$1,373.26	\$1,373.26	Shea, Denise Ann	02/24/2018	ESETS00017364	\$1,373.26				
Shea, Denise Ann	ESECI000000460003	20180303	\$1,615.60	\$1,615.60	Shea, Denise Ann	03/03/2018	ESETS00017746	\$1,615.60				
Shea, Denise Ann	ESECI000000470007	20180310	\$1,615.60	\$1,615.60	Shea, Denise Ann	03/10/2018	ESETS00018120	\$1,615.60				
Shea, Denise Ann	ESECI000000480002	20180317	\$1,332.87	\$1,332.87	Shea, Denise Ann	03/17/2018	ESETS00018482	\$1,332.87				
Shea, Denise Ann	ESECI000000490003	20180324	\$1,615.60	\$1,615.60	Shea, Denise Ann	03/24/2018	ESETS00018857	\$1,615.60				
Shea, Denise Ann	ESECI000000500004	20180331	\$1,615.60	\$1,615.60	Shea, Denise Ann	03/31/2018	ESETS00019204	\$1,615.60				
Shea, Denise Ann	ESECI000000554231	20180505	\$1,514.63	\$757.32	Shea, Denise Ann	05/05/2018	ESETS00021374	\$1,514.63				
Shea, Denise Ann	ESECI000000560005	20180512	\$1,615.60	\$807.80	Shea, Denise Ann	05/12/2018	ESETS00021414	\$1,615.60				
Shea, Denise Ann	ESECI000000570586	20180519	\$1,615.60	\$807.80	Shea, Denise Ann	05/19/2018	ESETS00023186	\$1,615.60				
Shea, Denise Ann	ESECI000000580593	20180526	\$1,615.60	\$807.80	Shea, Denise Ann	05/26/2018	ESETS00023545	\$1,615.60				
Shea, Denise Ann	ESECI000000590530	20180602	\$1,292.48	\$646.24	Shea, Denise Ann	06/02/2018	ESETS00023913	\$1,292.48				
Shea, Denise Ann	ESECI000000600498	20180609	\$1,615.60	\$807.80	Shea, Denise Ann	06/09/2018	ESETS00024293	\$1,615.60				
Shea, Denise Ann	ESECI000000610480	20180616	\$1,615.60	\$807.80	Shea, Denise Ann	06/16/2018	ESETS00024710	\$1,615.60				
Shea, Denise Ann	ESECI000000630533	20180630	\$1,615.60	\$807.80	Shea, Denise Ann	06/30/2018	ESETS00025544	\$1,615.60				
Shea, Denise Ann	ESECI000000640003	20180707	\$1,292.48	\$646.24	Shea, Denise Ann	07/07/2018	ESETS00025950	\$1,292.48				
Shea, Denise Ann	ESECI000000650544	20180714	\$727.02	\$363.51	Shea, Denise Ann	07/14/2018	ESETS00026364	\$727.02				
Shea, Denise Ann	ESECI000000660003	20180721	\$1,595.41	\$797.71	Shea, Denise Ann	07/21/2018	ESETS00026801	\$1,595.41				
Shea, Denise Ann	ESECI000000670727	20180728	\$1,615.60	\$807.80	Shea, Denise Ann	07/28/2018	ESETS00027241	\$1,615.60				
Shea, Denise Ann	ESECI000000680525	20180804	\$969.36	\$484.68	Shea, Denise Ann	08/04/2018	ESETS00027677	\$969.36				
Shea, Denise Ann	ESECI000000690513	20180811	\$1,575.21	\$787.61	Shea, Denise Ann	08/11/2018	ESETS00028157	\$1,575.21				
Shea, Denise Ann	ESECI000000700613	20180818	\$1,615.60	\$807.80	Shea, Denise Ann	08/18/2018	ESETS00028611	\$1,615.60				
Shea, Denise Ann	ESECI000000710001	20180825	\$1,615.60	\$807.80	Shea, Denise Ann	08/25/2018	ESETS00029032	\$1,615.60				
Shea, Denise Ann	ESECI000000720565	20180901	\$1,595.41	\$797.71	Shea, Denise Ann	09/01/2018	ESETS00029464	\$1,595.41				
Shea, Denise Ann	ESECI000000730599	20180908	\$1,312.67	\$656.34	Shea, Denise Ann	09/08/2018	ESETS00029860	\$1,312.68				
Shea, Denise Ann	ESECI000000740485	20180915	\$1,615.60	\$807.80	Shea, Denise Ann	09/15/2018	ESETS00030245	\$1,615.60				

REDACTED

Associate	Vendor Invoice Number	Week Ending Date	Invoice Dollars	Allocated Dollars	Associate	Week Ending	Time Sheet ID	Amount	Timesheet Billable Hours		Bill Rates (\$/Hr)	
									Straight Time	Overtime	Straight Time	Overtime
Shea, Denise Ann	ESECI000000770578	20181006	\$343.32	\$171.66	Shea, Denise Ann	10/06/2018	ESETS00031475	\$343.32				
Shea, Denise Ann	ESECI000000800484	20181027	\$646.24	\$323.12	Shea, Denise Ann	10/27/2018	ESETS00032729	\$646.24				
Shea, Denise Ann	ESECI000000820577	20181110	\$686.63	\$343.32	Shea, Denise Ann	11/10/2018	ESETS00033554	\$686.63				
Shea, Denise Ann	ESECI000000830002	20181117	\$646.24	\$323.12	Shea, Denise Ann	11/17/2018	ESETS00033966	\$646.24				
Shea, Denise Ann	ESECI000000850518	20181201	\$1,272.29	\$636.15	Shea, Denise Ann	12/01/2018	ESETS00034887	\$1,272.29				
Shea, Denise Ann	ESECI000000960752	20190105	\$1,292.48	\$646.24	Shea, Denise Ann	01/05/2019	ESETS00040774	\$1,292.48				
Shea, Denise Ann	ESECI000000960752	20190112	\$1,615.60	\$807.80	Shea, Denise Ann	01/12/2019	ESETS00040776	\$1,615.60				
Shea, Denise Ann	ESECI000000960752	20190119	\$1,615.60	\$807.80	Shea, Denise Ann	01/19/2019	ESETS00040778	\$1,615.60				
Shea, Denise Ann	ESECI000000930477	20190126	\$1,332.87	\$666.44	Shea, Denise Ann	01/26/2019	ESETS00039097	\$1,332.87				
Shea, Denise Ann	ESECI000000940713	20190202	\$1,581.18	\$790.59	Shea, Denise Ann	02/02/2019	ESETS00039499	\$1,581.18				
Shea, Denise Ann	ESECI000000950594	20190209	\$1,664.40	\$832.20	Shea, Denise Ann	02/09/2019	ESETS00039910	\$1,664.40				
Shea, Denise Ann	ESECI000000960752	20190216	\$1,664.40	\$832.20	Shea, Denise Ann	02/16/2019	ESETS00040319	\$1,664.40				
Shea, Denise Ann	ESECI000000970696	20190223	\$1,331.52	\$665.76	Shea, Denise Ann	02/23/2019	ESETS00040786	\$1,331.52				
Shea, Denise Ann	ESECI000000980703	20190302	\$1,664.40	\$832.20	Shea, Denise Ann	03/02/2019	ESETS00041219	\$1,664.40				
Shea, Denise Ann	ESECI000000990483	20190309	\$1,310.72	\$655.36	Shea, Denise Ann	03/09/2019	ESETS00041689	\$1,310.72				
Shea, Denise Ann	ESECI000001000002	20190316	\$1,664.40	\$832.20	Shea, Denise Ann	03/16/2019	ESETS00042121	\$1,664.40				
Shea, Denise Ann	ESECI000001010469	20190323	\$1,664.40	\$832.20	Shea, Denise Ann	03/23/2019	ESETS00042544	\$1,664.40				
Shea, Denise Ann	ESECI000001020496	20190330	\$166.44	\$166.44	Shea, Denise Ann	03/30/2019	ESETS00042968	\$166.44				
Total Shea, Denise Ann			\$71,055.24	\$46,041.56				\$71,055.23				
Wei, Leslie	ESECI000000400003	20180120	\$794.16	\$794.16	Wei, Leslie	01/20/2018	ESETS00015798	\$794.16				
Wei, Leslie	ESECI000000410003	20180127	\$1,323.60	\$1,323.60	Wei, Leslie	01/27/2018	ESETS00015855	\$1,323.60				
Wei, Leslie	ESECI000000420004	20180203	\$1,323.60	\$1,323.60	Wei, Leslie	02/03/2018	ESETS00016292	\$1,323.60				
Wei, Leslie	ESECI000000430003	20180210	\$1,323.60	\$1,323.60	Wei, Leslie	02/10/2018	ESETS00016659	\$1,323.60				
Wei, Leslie	ESECI000000440003	20180217	\$1,058.88	\$1,058.88	Wei, Leslie	02/17/2018	ESETS00017013	\$1,058.88				
Wei, Leslie	ESECI000000450005	20180224	\$1,125.06	\$1,125.06	Wei, Leslie	02/24/2018	ESETS00017407	\$1,125.06				
Wei, Leslie	ESECI000000460003	20180303	\$1,819.95	\$1,819.95	Wei, Leslie	03/03/2018	ESETS00022941	\$1,820.00				
Wei, Leslie	ESECI000000530631	20180303	\$248.25	\$248.25	Wei, Leslie	03/03/2018	Employee Expense	\$248.25				
Wei, Leslie	ESECI000000470007	20180310	\$1,819.95	\$1,819.95	Wei, Leslie	03/10/2018	ESETS00025123	\$1,820.00				
Wei, Leslie	ESECI000000500004	20180331	\$1,323.60	\$1,323.60	Wei, Leslie	03/31/2018	ESETS00019243	\$1,323.60				
Wei, Leslie	ESECI000000510005	20180407	\$1,323.60	\$1,323.60	Wei, Leslie	04/07/2018	ESETS00019589	\$1,323.60				
Wei, Leslie	ESECI000000520002	20180414	\$1,323.60	\$794.16	Wei, Leslie	04/14/2018	ESETS00019940	\$1,323.60				
Wei, Leslie	ESECI000000530003	20180419	\$618.00	\$618.00	Wei, Leslie	04/19/2018	Employee Expense	\$618.00				
Wei, Leslie	ESECI000000530003	20180421	\$1,323.60	\$794.16	Wei, Leslie	04/21/2018	ESETS00020301	\$1,323.60				
Wei, Leslie	ESECI000000540619	20180428	\$1,323.60	\$794.16	Wei, Leslie	04/28/2018	ESETS00020675	\$1,323.60				
Wei, Leslie	ESECI000000554231	20180505	\$1,323.60	\$794.16	Wei, Leslie	05/05/2018	ESETS00021070	\$1,323.60				
Wei, Leslie	ESECI000000570586	20180519	\$1,323.60	\$794.16	Wei, Leslie	05/19/2018	ESETS00023222	\$1,323.60				
Wei, Leslie	ESECI000000580001	20180526	\$1,323.60	\$794.16	Wei, Leslie	05/26/2018	ESETS00023580	\$1,323.60				
Wei, Leslie	ESECI000000590530	20180602	\$1,058.88	\$635.33	Wei, Leslie	06/02/2018	ESETS00023948	\$1,058.88				
Wei, Leslie	ESECI000000800484	20181027	\$1,323.60	\$794.16	Wei, Leslie	10/27/2018	ESETS00032752	\$1,323.60				
Wei, Leslie	ESECI000000810523	20181103	\$1,323.60	\$794.16	Wei, Leslie	11/03/2018	ESETS00033158	\$1,323.60				
Wei, Leslie	ESECI000000820831	20181110	\$794.16	\$476.50	Wei, Leslie	11/10/2018	ESETS00033578	\$794.16				
Wei, Leslie	ESECI000000830002	20181116	\$206.00	\$123.60	Wei, Leslie	11/16/2018	Employee Expense	\$206.00				
Wei, Leslie	ESECI000000841505	20181124	\$794.16	\$476.50	Wei, Leslie	11/24/2018	ESETS00034447	\$794.16				
Wei, Leslie	ESECI000000860556	20181208	\$1,323.60	\$794.16	Wei, Leslie	12/08/2018	ESETS00036220	\$1,323.60				
Wei, Leslie	ESECI000000870494	20181215	\$1,323.60	\$794.16	Wei, Leslie	12/15/2018	ESETS00036630	\$1,323.60				
Wei, Leslie	ESECI000000880422	20181222	\$1,323.60	\$794.16	Wei, Leslie	12/22/2018	ESETS00037043	\$1,323.60				
Wei, Leslie	ESECI000000890489	20181229	\$794.16	\$476.50	Wei, Leslie	12/29/2018	ESETS00037452	\$794.16				
Wei, Leslie	ESECI000000900497	20190105	\$1,058.88	\$635.33	Wei, Leslie	01/05/2019	ESETS00037854	\$1,058.88				
Wei, Leslie	ESECI000000910440	20190112	\$1,323.60	\$794.16	Wei, Leslie	01/12/2019	ESETS00038249	\$1,323.60				

REDACTED

Associate	Vendor Invoice Number	Week Ending Date	Invoice Dollars	Allocated Dollars	Associate	Week Ending	Time Sheet ID	Amount	Timesheet Billable Hours		Bill Rates (\$/Hr)	
									Straight Time	Overtime	Straight Time	Overtime
Wei, Leslie	ESECI000000920440	20190119	\$1,323.60	\$794.16	Wei, Leslie	01/19/2019	ESETS00038704	\$1,323.60				
Wei, Leslie	ESECI000000930477	20190126	\$1,058.88	\$635.33	Wei, Leslie	01/26/2019	ESETS00039119	\$1,058.88				
Wei, Leslie	ESECI000000940713	20190202	\$1,363.60	\$818.16	Wei, Leslie	02/02/2019	ESETS00039521	\$1,363.60				
Wei, Leslie	ESECI000000950594	20190209	\$1,363.60	\$818.16	Wei, Leslie	02/09/2019	ESETS00039930	\$1,363.60				
Wei, Leslie	ESECI000000960001	20190215	\$212.16	\$127.30	Wei, Leslie	02/15/2019	Employee Expense	\$212.16				
Wei, Leslie	ESECI000000960752	20190216	\$1,090.88	\$654.53	Wei, Leslie	02/16/2019	ESETS00040338	\$1,090.88				
Wei, Leslie	ESECI000000970696	20190223	\$954.52	\$572.71	Wei, Leslie	02/23/2019	ESETS00040804	\$954.52				
Wei, Leslie	ESECI000000990809	20190309	\$1,363.60	\$818.16	Wei, Leslie	03/09/2019	ESETS00041707	\$1,363.60				
Wei, Leslie	ESECI000001020496	20190330	\$1,363.60	\$1,363.60	Wei, Leslie	03/30/2019	ESETS00042987	\$1,363.60				
Total Wei, Leslie			\$44,786.13	\$33,058.02				\$44,786.23				
Total Randstad			\$221,880.36	\$151,197.54				\$221,880.40				

INVOICE

Invoice Number: M10-0302949
Customer Number: 102463



Invoice Date: 09 Oct 2019
Due Date: 08 Nov 2019
Email: jenifer.rizza@eversource.com
PO Number: 010150584

Jenifer Rizza
Eversource Energy
107 Selden St
Berlin, CT 06037-1616

For services provided from 01 Aug 2019 to 31 Aug 2019			
Non-Pension Trust Payable - Treasury Budget			13,018.22
Sub-total:			13,018.22
Total Payable in USD:			13,018.22
Payment is due within 30 days of the invoice date.			
Please indicate Customer # 102463, Invoice # M10-0302949 and the amount paid on the Electronic Payment/Check to ensure funds are applied to your account.			
Electronic Payment	Check	Tax IDs	Informational copies sent to:
Aon Consulting, Inc. (NJ) JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10005 United States of America SWIFT Code: [REDACTED] ABA Routing Number: [REDACTED] Account Number: [REDACTED]	Aon Consulting, Inc. (NJ) 29695 Network Place Chicago, IL 60673-1296		deborah.flanagan@eversource.com

If you have questions regarding the charges on this invoice, please contact your Aon Representative. If you need assistance with paying this invoice, please email Financial.Accounts.Receivable@aon.com.



Invoice Supplemental Detail for:	Jenifer Rizza
Invoice Reference No	M10-0302949
Client Name	Eversource Energy
Client ID	102463
Purchase Order #	010150584

For Services Rendered during August 2019:

	Fixed Fee	Billed through 8/31/2019	August Amount	
5 Year Pension Plan Contribution and Expense Forecast (Fixed Fee)	\$ 60,000.00	\$ 40,000.00	\$ 5,000.00	\$ 5,000.00
2019 Pension Plan Expense (Fixed Fee)	\$ 24,200.00	\$ 16,133.28	\$ 2,016.66	\$ 2,016.66
PSNH Rate Case Support				\$ 3,060.20
Consultant	Ho	Rate	Amount	
MacDonald, Carol		\$	256.00	
Siefer, Shane		\$	2,604.00	
Premium			\$ 200.20	
Miscellaneous (discount rate update, pension contribution confirmations)				\$ 2,089.71
Consultant	Hours	Rate	Amount	
Siefer, Shane		\$	1,953.00	
Premium			\$ 136.71	
Miscellaneous				\$ 851.65
Total				\$ 13,018.22

REDACTED

DE 19-057
Exhibit 73 Part 2



INVOICE 648281

5/28/2019

Remit Payment to:
Spectrum Marketing 95 Eddy Rd Suite 101
Manchester, NH 03102

Publisher of Spectrum Monthly
A Richard Pease / Brian Mikol Publication
603-627-0042 FAX: 603-627-1637
www.spectrummarketing.com

EVERSOURCE
P.O. BOX 5017
HARTFORD, CT 06102

Please charge my credit card ☐ Visa ☐ MC ☐ Disc ☐ AMEX

Card # _____

Amount: _____ Exp Date: _____

Billing Zip Code: _____

Name on Card: _____

Signature: _____

IO #	Customer ID	Sales Rep ID	Payment Terms	Shipping Method	Purchase Order No	
ST00028040	PUBSERV	CS	Due Upon Receipt		02251723	
Ordered	Description				Unit Price	Ext. Price
	Rate notification letter					\$163,276.02

Project Contact:

WE APPRECIATE YOUR BUSINESS!
THANK YOU!

Invoice Total	\$163,276.02
Payments	\$0.00
Balance Due	\$163,276.02

000773

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12283

Date: May 18, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of April 2020, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$1,680.00

(010-081-52160000-404989) - PO#1068042 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



RECEIVED

May 4, 2020

MAY 13 2020

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

**NH PUBLIC
UTILITIES COMMISSION**

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-12 – April 2020 Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours	Rate	Total
		Invoiced		
Donna H. Mullinax, CPA	PM, Lead Consultant	8.00	\$210.00	\$1,680.00
Daniel Salter	Senior Consultant	-	\$195.00	\$0.00
Joseph Freedman	Senior Consultant	-	\$195.00	\$0.00
Wen Hudson	Consultant	-	\$175.00	\$0.00
Tracy Klaes	Consultant and Document Manager	-	\$175.00	\$0.00
Total		8.00		\$1,680.00
Expenses				\$0.00
Total Due This Invoice				\$1,680.00

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax
Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

Email: tklaes@blueridgecs.com

000776

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	<i>Received 8/22/19</i>
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	<i>Received 9/20/19</i>
9/4/19	NHPUCEversource190528-04	\$9,931.25	\$0.00	\$9,931.25	<i>Received 10/15/19</i>
10/2/19	NHPUCEversource190528-05	\$4,037.50	\$0.00	\$4,037.50	<i>Received 11/15/19</i>
11/5/19	NHPUCEversource190528-06	\$10,605.00	\$0.00	\$10,605.00	<i>Received 12/17/19</i>
12/3/19	NHPUCEversource190528-07	\$2,310.00	\$0.00	\$2,310.00	<i>Received 2/29/20</i>
1/7/20	NHPUCEversource190528-08	\$13,145.00	\$0.00	\$13,145.00	<i>Received 4/6/20</i>
2/3/20	NHPUCEversource190528-09	\$3,731.25	\$0.00	\$3,731.25	<i>Received 4/6/20</i>
3/2/20	NHPUCEversource190528-10	\$945.00	\$0.00	\$945.00	
4/3/20	NHPUCEversource190528-11	\$1,785.00	\$0.00	\$1,785.00	
5/4/20	NHPUCEversource190528-12	\$1,680.00	\$0.00	\$1,680.00	
Totals		\$79,027.50	\$0.00	\$79,027.50	

Not to Exceed

Available Balance

\$91,300.00

\$12,272.50

From: [Chagnon, Richard](#)
To: [Lefebvre, Susan](#)
Subject: RE: Blue Ridge Invoice
Date: Monday, May 18, 2020 3:36:59 PM
Attachments: [Blue Ridge Apr2020.pdf](#)

Hi Susan:

I have reviewed the attached invoice from Blue Ridge Consulting for the month of April 2020 and approve for payment.

Thanks, Rich

From: Lefebvre, Susan <Susan.Lefebvre@puc.nh.gov>
Sent: Monday, May 18, 2020 2:03 PM
To: Chagnon, Richard <Richard.Chagnon@puc.nh.gov>
Subject: Blue Ridge Invoice

Hi Rich,
For your approval, please let me know, thanks!

Regards,
Susan

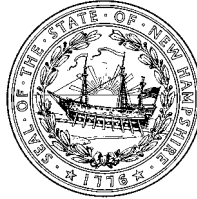
Susan J Lefebvre
Accountant II
NH Public Utilities Commission
21 S Fruit St, Suite 10
Concord, NH 03301
P-603-271-6078
susan.lefebvre@puc.nh.gov

CHAIRWOMAN
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaino

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

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

DE 19-057
Exhibit 73 Part 2

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

May 18, 2020

Kristi Davie
Eversource Energy
PO Box 330
Manchester, NH 03105
E-mail: kristi.davie@eversource.com

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of April 2020, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6078.

Very truly yours,



Recoverable Signature

X Susan Lefebvre

Susan Lefebvre

Signed by: susan.j.lefebvre

Susan Lefebvre
Business Office

Enclosures: Invoice #12283
Copy of Blue Ridge Consulting Invoice – May 2020

STATE OF NEW HAMPSHIRE

CHAIRMAN

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland



PUBLIC UTILITIES COMMISSION
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

September 16, 2019

Kristi Davie E-mail: daviekl@nu.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of August 2019, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Due to our year-end closing, it would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in blue ink that reads "Debbie Gilman".

Debbie Gilman
Business Office

Enclosures: Invoice #12167
Copy of Blue Ridge Consulting Invoice – August 2019

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12167

Date: September 16, 2019

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

**Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE**

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of August 2019, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$9,931.25

(010-081-52160000-404989) - CE#1068042 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



Blue Ridge Consulting Services, Inc.

DE 19-057
Exhibit 73 Part 2

RECEIVED

SEP 11 2019

**NH PUBLIC
UTILITIES COMMISSION**

September 4, 2019

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-07 – August 2019

Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours		Total
		Invoiced	Rate	
Donna H. Mullinax, CPA	PM, Lead Consultant	20.75	\$210.00	\$4,357.50
Daniel Salter	Senior Consultant	5.50	\$195.00	\$1,072.50
Joseph Freedman	Senior Consultant	8.50	\$195.00	\$1,657.50
Wen Hudson	Consultant	8.00	\$175.00	\$1,400.00
Tracy Klaes	Consultant and Document Manager	8.25	\$175.00	\$1,443.75
Total		51.00		\$9,931.25
Expenses				\$0.00
Total Due This Invoice				\$9,931.25

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax
Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

BUS. OFF. _____	DATE _____	INV# _____
VENDOR _____	REMIT _____	AMT _____
PO# _____	LINE# _____	
	LINE# _____	
A/U _____	ACCT _____	
A/U _____	ACCT _____	
A/U _____	ACCT _____	
DESC _____		
TOTAL _____	DUE DATE _____	

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	<i>Received 8/22/19</i>
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	
9/4/19	NHPUCEversource190528-04	\$9,931.25	\$0.00	\$9,931.25	
Totals		\$40,788.75	\$0.00	\$40,788.75	

Not to Exceed	\$91,300.00
Available Balance	<u>\$50,511.25</u>

Email: tklaes@blueridgecs.com



		Hours by Task									Expenses			
Date	Description	Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
8/1/19														
8/2/19														
8/3/19														
8/4/19														
8/5/19	Team Coordination	0.50												
8/6/19	Issue Summaries; Review Discovery			0.75	1.75									
8/7/19	Draft discovery; update issue summaries			0.75	2.50									
8/8/19	Discovery			0.25										
8/9/19														
8/10/19														
8/11/19														
8/12/19														
8/13/19														
8/14/19														
8/15/19														
8/16/19														
8/17/19														
8/18/19														
8/19/19														
8/20/19														
8/21/19														
8/22/19														
8/23/19														
8/24/19														
8/25/19														
8/26/19														
8/27/19														
8/28/19														
8/29/19	Update issue summaries; draft TS questions			3.00	4.00									
8/30/19	Update issue summaries; draft TS questions			2.50	4.50									
	Totals	0.50	-	7.25	12.75	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -

Invoiced Hours	20.50
Unbilled Hours	-
Total Hours	20.50
Total Expenses	\$ -



		Hours by Task									Expenses			
Date	Description	Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
8/1/19	Issue analysis				0.50									
8/5/19	Issue analysis				1.00									
8/29/19	Issue analysis				4.00									
	Totals	-	-	-	5.50	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -

000785

Project Number: NHEve1source190528

PM/APM Approval: DHM

Month: 8/1/19

[illegible]

Invoiced Hours	8.00
Unbilled Hours	-
Total Hours	8.00
Total Expenses	\$ -

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12343

Date: September 11, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of August 2020, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$,1475.00

(010-081-52160000-404989) - PO#1068042 Blue Ridge Consulting
PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



September 3, 2020

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

RECEIVED

SEP 09 2020

**NH PUBLIC
UTILITIES COMMISSION**

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-14 – August 2020

Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours	Rate	Total
		Invoiced		
Donna H. Mullinax, CPA	PM, Lead Consultant	7.00	\$210.00	\$1,470.00
Daniel Salter	Senior Consultant	-	\$195.00	\$0.00
Joseph Freedman	Senior Consultant	-	\$195.00	\$0.00
Wen Hudson	Consultant	-	\$175.00	\$0.00
Tracy Klaes	Consultant and Document Manager	-	\$175.00	\$0.00
Total		7.00		\$1,470.00
Expenses				\$5.00
Total Due This Invoice				\$1,475.00

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

BUS. OFF.	DATE	INV#
VENDOR	REMIT	AMT
PO#	LINE#	
	LINE#	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	<i>Received 8/22/19</i>
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	<i>Received 9/20/19</i>
9/4/19	NHPUCEversource190528-04	\$9,931.25	\$0.00	\$9,931.25	<i>Received 10/15/19</i>
10/2/19	NHPUCEversource190528-05	\$4,037.50	\$0.00	\$4,037.50	<i>Received 11/15/19</i>
11/5/19	NHPUCEversource190528-06	\$10,605.00	\$0.00	\$10,605.00	<i>Received 12/17/19</i>
12/3/19	NHPUCEversource190528-07	\$2,310.00	\$0.00	\$2,310.00	<i>Received 2/29/20</i>
1/7/20	NHPUCEversource190528-08	\$13,145.00	\$0.00	\$13,145.00	<i>Received 4/6/20</i>
2/3/20	NHPUCEversource190528-09	\$3,731.25	\$0.00	\$3,731.25	<i>Received 4/6/20</i>
3/2/20	NHPUCEversource190528-10	\$945.00	\$0.00	\$945.00	<i>Received 4/3/20</i>
4/3/20	NHPUCEversource190528-11	\$1,785.00	\$0.00	\$1,785.00	<i>Received 5/12/20</i>
5/4/20	NHPUCEversource190528-12	\$1,680.00	\$0.00	\$1,680.00	<i>Received 4/11/20</i>
8/4/20	NHPUCEversource190528-13	\$7,805.00	\$0.00	\$7,805.00	
9/3/20	NHPUCEversource190528-14	\$1,470.00	\$5.00	\$1,475.00	
Totals		\$88,302.50	\$5.00	\$88,307.50	

Original Contract	\$91,300.00
Change Order	\$6,300.00
Not to Exceed	\$97,600.00
Available Balance	<u>\$9,292.50</u>



Client and Project: NHPUC Eversource Rate Case Docket DE-19-057

Project Number: NHEversource190528

Name: Donna H. Mullianx

PM/APM Approval: DHM

Month: August 2020

114 Knightsridge Road
Travelers Rest, SC 29690
Phone: (864) 836-4497
Fax: (864) 751-5717

Email: tklaes@blueridgecs.com

Date	Description	Hours by Task									Expenses			
		Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
8/1/20														
8/2/20														
8/3/20	Support Settlement Discussions				1.50									
8/4/20														
8/5/20														
8/6/20														
8/7/20	Support Settlement Discussions				4.00									
8/8/20	Notary Charge													\$ 5.00
8/9/20														
8/10/20														
8/11/20														
8/12/20														
8/13/20	Support Settlement Discussions				1.50									
8/14/20														
8/15/20														
8/16/20														
8/17/20														
8/18/20														
8/19/20														
8/20/20														
8/21/20														
8/22/20														
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8/24/20														
8/25/20														
8/26/20														
8/27/20														
8/28/20														
8/29/20														
8/30/20														
8/31/20														
Totals		-	-	-	7.00	-	-	-	-	-	\$ -	\$ -	\$ -	\$ 5.00

Invoiced Hours	7.00
Unbilled Hours	-
Total Hours	7.00
Total Expenses	\$ 5.00

Eversource
Aug 2020

The UPS Store - #4054
638 Spartanburg Hwy
Ste 70
Hendersonville, NC 28792
(828) 697-5623

08/08/20 01:59 PM

We are the one stop for all your
shipping, postal and business needs.

We offer all the services you need
to keep your business going.



001 000003 (011) TO \$ 5.00
Notary

SubTotal \$ 5.00

Total \$ 5.00

Cash \$ 5.00

NAPUC Eversource

Receipt ID 83087082230247888878 001 Items
CSH: J Tran: 4275 Reg: 001

Track Online www.theupsstorelocal.com/4054
We now offer Secure Shredding! \$1.00/LB!

Whatever your business and personal
needs, we are here to serve you.

We're here to help.
Join our FREE email program to receive
great offers and resources.

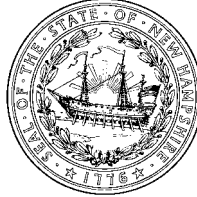
www.theupsstore.com/signup

CHAIRWOMAN
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

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

DE 19-057
Exhibit 73 Part 2

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

September 11, 2020

Kristi Davie E-mail: kristi.davie@eversource.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of August 2020, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6078.

Very truly yours,

Susan J Lefebvre

Susan Lefebvre
Business Office

Enclosures: Invoice #12343
Copy of Blue Ridge Consulting Invoice – August 2020

From: [Chagnon, Richard](#)
To: [Lefebvre, Susan](#)
Subject: RE: Blue Ridge Invoice
Date: Thursday, September 10, 2020 11:25:09 AM
Attachments: [Blue Ridge Inv# 190528-14 Aug2020.pdf](#)

Hi Susan:

I approve this invoice for the month of August 2020 from Blue Ridge Consulting.

Thanks, Rich

From: Lefebvre, Susan <Susan.J.Lefebvre@puc.nh.gov>
Sent: Thursday, September 10, 2020 11:07 AM
To: Chagnon, Richard <Richard.T.Chagnon@puc.nh.gov>
Subject: Blue Ridge Invoice

Hi Rich,
Please review and approve, thank you!

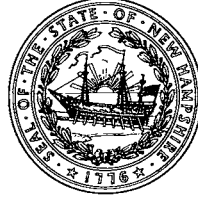
Regards,

Susan

Susan J Lefebvre

Accountant II-Business Office
NH Public Utilities Commission
21 S Fruit St
Concord, NH 03301
susan.lefebvre@puc.nh.gov
603-271-6078

THE STATE OF NEW HAMPSHIRE



CHAIR
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

January 14, 2020

Kristi Davie E-mail: daviekl@nu.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of December 2019, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Due to our year-end closing, it would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6078.

Very truly yours,

A handwritten signature in black ink, appearing to read "Susan Lefebvre".

Susan Lefebvre
Business Office

Enclosures: Invoice #12215
 Copy of Blue Ridge Consulting Invoice – December 2019

STATE OF NEW HAMPSHIRE
21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12215

Date: January 14, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of December 2019, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$13,145.00

(010-081-52160000-404989) - CE#1068042 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



Blue Ridge

Consulting Services, Inc.

DE 19-057
Exhibit 73 Part 2

RECEIVED

JAN 13 2020

**NH PUBLIC
UTILITIES COMMISSION**

January 7, 2020

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Jan 13 2020

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-08 – December 2019 Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours		Rate	Total
		Invoiced			
Donna H. Mullinax, CPA	PM, Lead Consultant	51.25		\$210.00	\$10,762.50
Daniel Salter	Senior Consultant	1.00		\$195.00	\$195.00
Joseph Freedman	Senior Consultant	-		\$195.00	\$0.00
Wen Hudson	Consultant	9.50		\$175.00	\$1,662.50
Tracy Klaes	Consultant and Document Manager	3.00		\$175.00	\$525.00
Total		64.75			\$13,145.00
Expenses					\$0.00
Total Due This Invoice					\$13,145.00

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax

Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

BUS. OFF. _____	DATE _____	INV# _____
VENDOR _____	REMIT _____	AMT _____
PO# _____	LINE# _____	_____
	LINE# _____	_____
A/U _____	ACCT _____	_____
A/U _____	AMT _____	_____
A/U _____	ACCT _____	_____
DESC _____		
TOTAL _____	DUE DATE _____	

RTC

114 Knightsridge Road ♦ Travelers Rest, SC 29690 ♦ (864) 836-4497

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	<i>Received 8/22/19</i>
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	<i>Received 9/20/19</i>
9/4/19	NHPUCEversource190528-04	\$9,931.25	\$0.00	\$9,931.25	<i>Received 10/15/19</i>
10/2/19	NHPUCEversource190528-05	\$4,037.50	\$0.00	\$4,037.50	<i>Received 11/15/19</i>
11/5/19	NHPUCEversource190528-06	\$10,605.00	\$0.00	\$10,605.00	<i>Received 12/17/19</i>
12/3/19	NHPUCEversource190528-07	\$2,310.00	\$0.00	\$2,310.00	
1/7/20	NHPUCEversource190528-08	\$13,145.00	\$0.00	\$13,145.00	
Totals		\$70,886.25	\$0.00	\$70,886.25	

Not to Exceed

\$91,300.00

Available Balance

\$20,413.75



Project Number: NHEversource190528

PM/APM Approval: DHm Month: Dec 2019

		Hours by Task									Expenses			
Date	Description	Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
12/1/19														
12/2/19														
12/3/19														
12/4/19														
12/5/19														
12/6/19	Draft testimony and revenue requirements model				1.75		0.50							
12/7/19														
12/8/19														
12/9/19	Draft testimony and revenue requirements model				3.00		3.50							
12/10/19	Draft testimony and revenue requirements model				3.00		4.25							
12/11/19	Draft testimony and revenue requirements model				1.00		3.50							
12/12/19	Draft testimony and revenue requirements model				4.00		4.50							
12/13/19	Draft testimony and revenue requirements model				1.00		3.00							
12/14/19														
12/15/19														
12/16/19	Draft testimony and Rev Req; New Start Review				2.00		3.75							
12/17/19	Draft testimony and exhibits						1.50							
12/18/19	Incorporate Staff's RMAs into Rev Req; update test				2.00		0.50							
12/19/19	Staff's RMAs into Rev Req; update test; exhibits				2.00		5.50							
12/20/19														
12/21/19														
12/22/19														
12/23/19														
12/24/19														
12/25/19														
12/26/19	Review filed testimony						1.00							
12/27/19														
12/28/19														
12/29/19														
12/30/19														
12/31/19														
	Totals	-	-	-	19.75	-	31.50	-	-	-	\$ -	\$ -	\$ -	\$ -

Invoiced Hours	51.25
Unbilled Hours	-
Total Hours	51.25



Blue Ridge
Consulting Services, Inc.

Project Number: NHEversource190528 ✍

Name: Daniel W. Salter

PM/APM Approval:

: DHM

Month: 12/1/19

		Hours by Task									Expenses			
Date	Description	Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
12/13/19	Testimony review/edit						1.00							
	Totals	-	-	-	-	-	1.00	-	-	-	\$ -	\$ -	\$ -	\$ -

Invoiced Hours	1.00
Unbilled Hours	-
Total Hours	1.00
Total Expenses	\$ -

Project Number: NHEVERSOURCE190528

PM/APM Approval: DHM

Email: tklaes@blueridgecs.com

Invoiced Hours	9.50
Unbilled Hours	-
Total Hours	9.50
Total Expenses	\$ -



Project Number: NHEversource190528

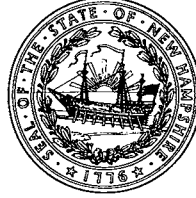
PM/APM Approval:

Month: 12/1/19

		Hours by Task									Expenses			
Date	Description	Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
12/13/19	Exhibits						1.00							
12/19/19	Exhibits						2.00							
	Totals	-	-	-	-	-	3.00	-	-	-	\$ -	\$ -	\$ -	\$ -

Invoiced Hours	3.00
Unbilled Hours	-
Total Hours	3.00
Total Expenses	\$ -

THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

CHAIR
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

March 10, 2020

Kristi Davie E-mail: kristi.davie@eversource.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of February 2020, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Due to our year-end closing, it would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6078.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Susan Lefebvre".

Susan Lefebvre
Business Office

Enclosures: Invoice #12245
 Copy of Blue Ridge Consulting Invoice – February 2020

MASTER 3/10/20

PAYMENT TO BLUE RIDGE CONSULTING SERVICES, INC.

ASSESS AGAINST THE FOLLOWING UTILITY

WE PAY BLUE RIDGE AS WE RECEIVE MONIES FROM UTILITY

Services Provided:

Invoice # NHPUCEversource190528-10 – FEBRUARY 2020

Re: NHPUC Eversource Rate Case Docket DE-19-057

KRISTI DAVIE
EVERSOURCE ENERGY
PO BOX 330
MANCHESTER, NH 03105

Email: kristi.davie@eversource.com

INV #12245

TOTAL = \$945.00

DEPOSIT PAYMENTS TO ACCOUNT:

010-081-52160000-404989 / CE # 1068042 – Blue Ridge



March 2, 2020

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-10 – February 2020

RECEIVED

MAR 09 2020

**NH PUBLIC
UTILITIES COMMISSION**

1.1.14 12145
ATC
3-9-20
Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours		Rate	Total
		Invoiced			
Donna H. Mullinax, CPA	PM, Lead Consultant	4.50		\$210.00	\$945.00
Daniel Salter	Senior Consultant	-		\$195.00	\$0.00
Joseph Freedman	Senior Consultant	-		\$195.00	\$0.00
Wen Hudson	Consultant	-		\$175.00	\$0.00
Tracy Klaes	Consultant and Document Manager	-		\$175.00	\$0.00
Total		<u>4.50</u>			<u>\$945.00</u>
Expenses					<u>\$0.00</u>
Total Due This Invoice					<u><u>\$945.00</u></u>

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax
Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

BUS. OFF.	DATE	INV#
VENDOR	REMIT	AMT
PO#	LINE#	
	LINE#	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

114 Knightsridge Road ♦ Travelers Rest, SC 29690 ♦ (864) 836-4497

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	<i>Received 8/22/19</i>
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	<i>Received 9/20/19</i>
9/4/19	NHPUCEversource190528-04	\$9,931.25	\$0.00	\$9,931.25	<i>Received 10/15/19</i>
10/2/19	NHPUCEversource190528-05	\$4,037.50	\$0.00	\$4,037.50	<i>Received 11/15/19</i>
11/5/19	NHPUCEversource190528-06	\$10,605.00	\$0.00	\$10,605.00	<i>Received 12/17/19</i>
12/3/19	NHPUCEversource190528-07	\$2,310.00	\$0.00	\$2,310.00	<i>Received 2/29/20</i>
1/7/20	NHPUCEversource190528-08	\$13,145.00	\$0.00	\$13,145.00	
2/3/20	NHPUCEversource190528-09	\$3,731.25	\$0.00	\$3,731.25	
3/2/20	NHPUCEversource190528-10	\$945.00	\$0.00	\$945.00	
Totals		\$75,562.50	\$0.00	\$75,562.50	

Not to Exceed

\$91,300.00

Available Balance

\$15,737.50

Client and Project: NHPUC Eversource Rate Case Docket DE-19-057Project Number: NHEversource190528

Name: Donna H. Mullianx

PM/APM Approval: DHM Month: Feb 2020

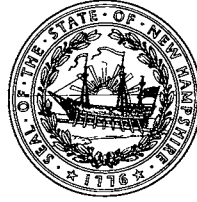
114 Knightsridge Road
Travelers Rest, SC 29690
Phone: (864) 836-4497
Fax: (864) 751-5717

Email: tklaes@blueridgcs.com

		Hour by Task										Total			
Date	Description	Trial Preparation Maintenance	Jury Preparation Strategy	Facts Review	Drafting Analysis Writing	Room Reserves (Outline Research)	Room Reserves	Courtroom Planning	Exhibits	Unfilled	Transportation Arrangements Case Review	Miscellaneous Business	Continuing Education	Other Prayer Discretion	
2/1/20															
2/2/20															
2/3/20															
2/4/20															
2/5/20															
2/6/20	Review testimony of other parties				1.00										
2/7/20															
2/8/20															
2/9/20															
2/10/20															
2/11/20	Preparation for Tech Session				1.50										
2/12/20	Preparation and Participation in Tech Session				1.75										
2/13/20															
2/14/20															
2/15/20															
2/16/20															
2/17/20															
2/18/20															
2/19/20															
2/20/20															
2/21/20															
2/22/20															
2/23/20															
2/24/20															
2/25/20	Confirm and sent RR model			0.25											
2/26/20															
2/27/20															
2/28/20															
2/29/20															
1/0/00															
1/0/00															

Invoiced Hours	4.50
Unbilled Hours	-
Total Hours	4.50
Total Expenses	\$ -

THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

CHAIR
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

February 6, 2020

Kristi Davie E-mail: daviekl@nu.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of January 2020, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Due to our year-end closing, it would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6078.

Very truly yours,

A handwritten signature in black ink, appearing to read "Susan Lefebvre".

Susan Lefebvre
Business Office

Enclosures: Invoice #12236
 Copy of Blue Ridge Consulting Invoice – January 2020

STATE OF NEW HAMPSHIRE
21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12236

Date: February 6, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

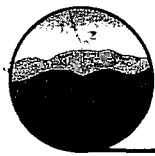
Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of January 2020, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$3,731.25

(010-081-52160000-404989) - PO#1068042 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



Blue Ridge

Consulting Services, Inc.

DE 19-057
Exhibit 73 Part 2

RECEIVED

FEB 06 2020

NH PUBLIC
UTILITIES COMMISSION

4110 12236

RTC 2/6/20

February 3, 2020

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057

Federal Tax Identification Number: 27-0019089

Invoice # NHPUCEversource190528-09 – January 2020

Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours	Rate	Total
		Invoiced		
Donna H. Mullinax, CPA	PM, Lead Consultant	14.50	\$210.00	\$3,045.00
Daniel Salter	Senior Consultant	1.50	\$195.00	\$292.50
Joseph Freedman	Senior Consultant	-	\$195.00	\$0.00
Wen Hudson	Consultant	1.00	\$175.00	\$175.00
Tracy Klaes	Consultant and Document Manager	1.25	\$175.00	\$218.75
Total		18.25		\$3,731.25
Expenses				\$0.00
Total Due This Invoice				\$3,731.25

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax
Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

BUS. OFF. _____	DATE _____	INV# _____
VENDOR _____	REMIT _____	AMT _____
PO# _____	LINE# _____	_____
	LINE# _____	_____
A/U _____	ACCT _____	_____
A/U _____	ACCT _____	_____
A/U _____	ACCT _____	_____
DESC _____		
TOTAL _____	DUE DATE _____	

114 Knightsridge Road ♦ Travelers Rest, SC 29690 ♦ (864) 836-4497

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	<i>Received 8/22/19</i>
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	<i>Received 9/20/19</i>
9/4/19	NHPUCEversource190528-04	\$9,931.25	\$0.00	\$9,931.25	<i>Received 10/15/19</i>
10/2/19	NHPUCEversource190528-05	\$4,037.50	\$0.00	\$4,037.50	<i>Received 11/15/19</i>
11/5/19	NHPUCEversource190528-06	\$10,605.00	\$0.00	\$10,605.00	<i>Received 12/17/19</i>
12/3/19	NHPUCEversource190528-07	\$2,310.00	\$0.00	\$2,310.00	
1/7/20	NHPUCEversource190528-08	\$13,145.00	\$0.00	\$13,145.00	
2/3/20	NHPUCEversource190528-09	\$3,731.25	\$0.00	\$3,731.25	
Totals		\$74,617.50	\$0.00	\$74,617.50	
Not to Exceed				<u>\$91,300.00</u>	
Available Balance				<u><u>\$16,682.50</u></u>	



Project Number: NHEversource190528

PM/APM Approval: DHM

Month: Jan 2020

114 Knightsridge Road
Travelers Rest, SC 29690
Phone: (864) 836-4497
Fax: (864) 751-5717

Expenses

Invoiced Hours	14.50
Unbilled Hours	-
Total Hours	14.50
Total Expenses	\$ -

000813



Month: 1/1/20

Email: tklaes@blueridgecs.com

Invoiced Hours	1.50
Unbilled Hours	-
Total Hours	1.50
Total Expenses	\$ -

000814

Project Number:

PM/APM Approval: DHM

Month: 1/31/20

114 Knightsridge Road
Travelers Rest, SC 29690
Phone: (864) 836-4497
Fax: (864) 751-5717
Email: tklaes@blueridgecs.com

		Hours by Task									Expenses				
Date	Description	Task 1 Project Startup	Task 2 Project Management	Task 3 Discovery	Task 4 Analysis	Task 5 Draft Report Development	Task 6 Final Report	Task 7 Testimony and Hearings	Task 8 Review Order and Other	Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description	
01/23/2020	Peer Review Responses to Company Issued DR's			1.00											

000815



Month: 1/1/20

Email: tklaes@blueridgecs.com

Invoiced Hours	1.25
Unbilled Hours	-
Total Hours	1.25
Total Expenses	\$ -

000816

THE STATE OF NEW HAMPSHIRE



CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

PUBLIC UTILITIES COMMISSION
21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

August 16, 2019

Kristi Davie E-mail: daviekl@nu.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of July 2019, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Due to our year-end closing, it would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in blue ink that reads "Debbie Gilman".

Debbie Gilman
Business Office

Enclosures: Invoice #12155
 Copy of Blue Ridge Consulting Invoice – July 2019

STATE OF NEW HAMPSHIRE

21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12155

Date: August 16, 2019

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of July 2019, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$22,715.00

(010-081-52160000-404989) - CE#0000000 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



Blue Ridge Consulting Services, Inc.

DE-19-057
Exhibit 73 Part 2

August 2, 2019

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

RECEIVED

AUG 08 2019

**NH PUBLIC
UTILITIES COMMISSION**

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-03 – July 2019 Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours	Rate	Total
		Invoiced		
Donna H. Mullinax, CPA	PM, Lead Consultant	45.25	\$210.00	\$9,502.50
Daniel Salter	Senior Consultant	34.00	\$195.00	\$6,630.00
Joseph Freedman	Senior Consultant	18.50	\$195.00	\$3,607.50
Wen Hudson	Consultant	-	\$175.00	\$0.00
Tracy Klaes	Consultant and Document Manager	17.00	\$175.00	\$2,975.00
Total		114.75		\$22,715.00
Expenses				\$0.00
Total Due This Invoice				\$22,715.00

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax
Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

Hi Debbi:

8/8/19

All set for payment.

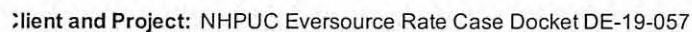
*Thank
R.C.H.*

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	
Totals		\$30,857.50	\$0.00	\$30,857.50	
Not to Exceed				<u>\$91,300.00</u>	
Available Balance				<u><u>\$60,442.50</u></u>	

Project Number: NHEversource190528Month: July 2019[illegible]

000821



Project Number: NHEversource190528

Name: Daniel W. Salter

PM/APM Approval: DHM

Month:

July 2019
~~5/1/19~~

Email: tklaes@blueridgecs.com

Invoiced Hours	34.00
Unbilled Hours	-
Total Hours	34.00
Total Expenses	\$ -

[illegible]

Invoiced Hours	17.00
Unbilled Hours	-
Total Hours	17.00
Total Expenses	\$ -

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12317

Date: August 25, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of July 2020, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$7,805.00

(010-081-52160000-404989) - PO#1068042 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



August 4, 2020

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

RECEIVED

AUG 19 2020

**NH PUBLIC
UTILITIES COMMISSION**

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-13 – July 2020 Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours	Rate	Total
		Invoiced		
Donna H. Mullinax, CPA	PM, Lead Consultant	30.50	\$210.00	\$6,405.00
Daniel Salter	Senior Consultant	-	\$195.00	\$0.00
Joseph Freedman	Senior Consultant	-	\$195.00	\$0.00
Wen Hudson	Consultant	7.00	\$175.00	\$1,225.00
Tracy Klaes	Consultant and Document Manager	1.00	\$175.00	\$175.00
Total		38.50		\$7,805.00
Expenses				\$0.00
Total Due This Invoice				\$7,805.00

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax
Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

BUS. OFF _____	DATE _____	INV# _____
VENDOR _____	REMIT _____	GMT _____
PO# _____	LINE # _____	
	LINE # _____	
A/U _____	ACCT _____	
A/U _____	ACCT _____	
A/U _____	ACCT _____	
DESC _____		
TOTAL _____	DUE DATE _____	

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	<i>Received 8/22/19</i>
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	<i>Received 9/20/19</i>
9/4/19	NHPUCEversource190528-04	\$9,931.25	\$0.00	\$9,931.25	<i>Received 10/15/19</i>
10/2/19	NHPUCEversource190528-05	\$4,037.50	\$0.00	\$4,037.50	<i>Received 11/15/19</i>
11/5/19	NHPUCEversource190528-06	\$10,605.00	\$0.00	\$10,605.00	<i>Received 12/17/19</i>
12/3/19	NHPUCEversource190528-07	\$2,310.00	\$0.00	\$2,310.00	<i>Received 2/29/20</i>
1/7/20	NHPUCEversource190528-08	\$13,145.00	\$0.00	\$13,145.00	<i>Received 4/6/20</i>
2/3/20	NHPUCEversource190528-09	\$3,731.25	\$0.00	\$3,731.25	<i>Received 4/6/20</i>
3/2/20	NHPUCEversource190528-10	\$945.00	\$0.00	\$945.00	<i>Received 4/3/20</i>
4/3/20	NHPUCEversource190528-11	\$1,785.00	\$0.00	\$1,785.00	<i>Received 5/12/20</i>
5/4/20	NHPUCEversource190528-12	\$1,680.00	\$0.00	\$1,680.00	<i>Received 4/11/20</i>
8/4/20	NHPUCEversource190528-13	\$7,805.00	\$0.00	\$7,805.00	
Totals		\$86,832.50	\$0.00	\$86,832.50	

Not to Exceed	\$91,300.00
Available Balance	<u>\$4,467.50</u>



		Hours by Task									Expenses			
Date	Description	Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
7/30/20	Review Company proposed settlement; draft summary				2.00									
7/31/20	Draft EDIT issues summary				5.00									
	Totals	-	-	-	7.00	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -

000829

Project Number: NHEversource190528

PM/APM Approval: DHM

Month: 7/1/20

Email: tklaes@blueridgecs.com

		Hours by Task									Expenses			
Date	Description	Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
7/14/20	Exhibits						1.00							
Totals		-	-	-	-	-	1.00	-	-	-	\$ -	\$ -	\$ -	\$ -

000830

Page 3

RE: Blue Ridge Invoice - Message (HTML)

File Message Tell me what you want to do...

Ignore Delete Reply Reply All Forward Meeting IM More Move OneNote Mark Unread Categorize Follow Up Translate Find Related Select Zoom

Delete Respond Move Tags Editing Zoom

Fri 8/21/2020 9:49 AM

Chagnon, Richard

RE: Blue Ridge Invoice

To: Lefebvre, Susan

Hi Susan:

I have reviewed this invoice from Blue Ridge Consulting for July 2020 and authorize payment.

Thanks, Rich

From: Lefebvre, Susan <Susan.J.Lefebvre@puc.nh.gov>
Sent: Friday, August 21, 2020 8:46 AM
To: Chagnon, Richard <Richard.T.Chagnon@puc.nh.gov>
Subject: Blue Ridge Invoice

Hi Rich,
I have attached Blue Ridge's invoice for July for you approval, thanks!
Regards,
Susan

Susan J Lefebvre
Accountant II-Business Office
NH Public Utilities Commission
21 S Fruit St
Concord, NH 03301
susan.lefebvre@puc.nh.gov
603-271-6078

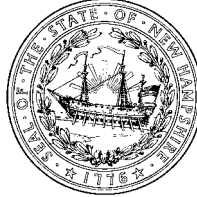
000831

CHAIRWOMAN
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaino

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

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

DE 19-057
Exhibit 73 Part 2

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

August 25, 2020

Kristi Davie E-mail: kristi.davie@eversource.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of July 2020, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6078.

Very truly yours,

A handwritten signature in cursive script that reads "Susan J. Lefebvre".

Susan Lefebvre
Business Office

Enclosures: Invoice #12317
Copy of Blue Ridge Consulting Invoice – 190528-13 July 2020

THE STATE OF NEW HAMPSHIRE



CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

July 30, 2019

Kristi Davie E-mail: daviekl@nu.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of June 2019, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Due to our year-end closing, it would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in blue ink that reads "Debbie Gilman".

Debbie Gilman
Business Office

Enclosures: Invoice #12146
 Copy of Blue Ridge Consulting Invoice – June 2019

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12146

Date: July 30, 2019

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

**Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE**

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of June 2019, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$7,775.00

(010-081-52160000-404989) - CE#0000000 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



Blue Ridge

Consulting Services, Inc.

DE 19-057
Exhibit 73 Part 2

RECEIVED

JUL 08 2019

**NH PUBLIC
UTILITIES COMMISSION**

July 3, 2019

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-02 – June 2019 Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours	Rate	Total
		Invoiced		
Donna H. Mullinax, CPA	PM, Lead Consultant	31.00	\$210.00	\$6,510.00
Daniel Salter	Senior Consultant	-	\$195.00	\$0.00
Joseph Freedman	Senior Consultant	2.00	\$195.00	\$390.00
Wen Hudson	Consultant	3.00	\$175.00	\$525.00
Tracy Klaes	Consultant and Document Manager	2.00	\$175.00	\$350.00
Total		38.00		\$7,775.00
Expenses				\$0.00
Total Due This Invoice				\$7,775.00

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax
Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	
Totals		\$8,142.50	\$0.00	\$8,142.50	

Not to Exceed	\$91,300.00
Available Balance	<u>\$83,157.50</u>



Client and Project: NHPUC Eversource Rate Case Docket DE-19-057

Project Number: NHEversource190528

Name: Donna H. Mullinax PM/APM Approval: DHM

Date: June 2019

Email: tklaes@blueridgecs.com

114 Knightsridge Road
Travelers Rest, SC 29690
Phone: (864) 836-4497
Fax: (864) 751-5717

Date	Description	Hours by Task							Expenses				
		Task 1 Project Initiation	Task 2 Document Review	Task 3 Analysis	Task 4 Status	Task 5 Testimony	Task 6 Post Hearing Support	Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Telephone & Internet	Other Provide description
6/3/19	Review filing	1.50											
6/4/19	Review filing; summary doc	0.50		1.00									
6/5/19	Review DRs		0.50										
6/18/19	Set up Rev Req model; summarize filing		3.00	2.00									
6/19/19	Filing summary; Rev Req model		3.00	3.50									
6/20/19	Research CWC Question; Filing Summary		0.75	5.75									
6/21/19	Rev Req summary; model development			2.75									
6/24/19	Rev Req summary to Staff; review discovery			3.00	0.25								
6/26/19	Rev Req model; review discovery		0.50	1.00									
6/27/19	Rev Req model; review discovery		0.50	1.50									
	Totals	2.00	8.25	20.50	0.25	-		-	\$ -	\$ -	\$ -	\$ -	\$ -

Invoiced Hours 31.00
 Unbilled Hours -
 Total Hours 31.00
 Total Expenses \$ -

Email: tklaes@blueridgecs.com



Blue Ridge
Consulting Services, Inc.

		Hours by Task									Expenses			
Date	Description	Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
6/1/19	Background		1.00											
6/10/19	Capital budget				1.00									
	Totals	-	1.00	-	1.00	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -

Invoiced Hours	2.00
Unbilled Hours	-
Total Hours	2.00
Total Expenses	\$ -

Name: Wen Hudson PM/APM Approval: DHM Date: 6/1/19



		Hours by Task						Expenses				
Date	Description	Task 1 Project Startup	Task 2 Project Management	Task 3 Discovery	Task 4 Analysis/ Issue Summaries	Task 5 Hearing Related Activities	Task 6 Post Hearing Support	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Telephone & Internet	Other Provide description
6/4/19	Preliminary review of files	1.00		2.00								
	Totals	1.00	-	2.00	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -

Invoiced Hours	3.00
Unbilled Hours	-
Total Hours	3.00
Total Expenses	\$ -

THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

CHAIR
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

April 8, 2020

Kristi Davie E-mail: kristi.davie@eversource.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of March 2020, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6078.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Susan Lefebvre".

Susan Lefebvre
Business Office

Enclosures: Invoice #12259
Copy of Blue Ridge Consulting Invoice – March 2020

STATE OF NEW HAMPSHIRE

21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12259

Date: March 10, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of March 2020, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$1,785.00

(010-081-52160000-404989) - PO#1068042 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



April 3, 2020

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

RECEIVED

APR 08 2020

**NH PUBLIC
UTILITIES COMMISSION**

July 12, 19

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-11 – March 2020

Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours		Rate	Total
		Invoiced			
Donna H. Mullinax, CPA	PM, Lead Consultant	7.25		\$210.00	\$1,522.50
Daniel Salter	Senior Consultant	-		\$195.00	\$0.00
Joseph Freedman	Senior Consultant	-		\$195.00	\$0.00
Wen Hudson	Consultant	1.50		\$175.00	\$262.50
Tracy Klaes	Consultant and Document Manager	-		\$175.00	\$0.00
Total		8.75			\$1,785.00
Expenses					\$0.00
Total Due This Invoice					\$1,785.00

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax

Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

BUS. OFF.	DATE	INV#
VENDOR	REMIT	AMT
PO#	LINE#	
	LINE#	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	<i>Received 8/22/19</i>
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	<i>Received 9/20/19</i>
9/4/19	NHPUCEversource190528-04	\$9,931.25	\$0.00	\$9,931.25	<i>Received 10/15/19</i>
10/2/19	NHPUCEversource190528-05	\$4,037.50	\$0.00	\$4,037.50	<i>Received 11/15/19</i>
11/5/19	NHPUCEversource190528-06	\$10,605.00	\$0.00	\$10,605.00	<i>Received 12/17/19</i>
12/3/19	NHPUCEversource190528-07	\$2,310.00	\$0.00	\$2,310.00	<i>Received 2/29/20</i>
1/7/20	NHPUCEversource190528-08	\$13,145.00	\$0.00	\$13,145.00	
2/3/20	NHPUCEversource190528-09	\$3,731.25	\$0.00	\$3,731.25	
3/2/20	NHPUCEversource190528-10	\$945.00	\$0.00	\$945.00	
4/3/20	NHPUCEversource190528-11	\$1,785.00	\$0.00	\$1,785.00	
Totals		\$77,347.50	\$0.00	\$77,347.50	

Not to Exceed

\$91,300.00

Available Balance

\$13,952.50

Project Number: NH Eversource 190528

PM/APM Approval: *DHM*

Month: 3/31/20

114 Knightsridge Road
Travelers Rest, SC 29690
Phone: (864) 836-4497
Fax: (864) 751-5717

Email: tklaes@blueridgecs.com

		Hours by Task										Expenses				
Date	Description	Task 1 Project Startup	Task 2 Project Management	Task 3 Discovery	Task 4 Analysis	Task 5 Draft Report Development	Task 6 Final Report	Task 7 Testimony and Hearings	Task 8 Review Order and Other	Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description		
3/30/20	Review Final Audit Report				1.50											

000846

CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

June 17, 2019

Kristi Davie E-mail: daviekl@nu.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of May 2019, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Due to our year-end closing, it would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in blue ink that reads "Debbie Gilman".

Debbie Gilman
Business Office

Enclosures: Invoice #12134
 Copy of Blue Ridge Consulting Invoice – May 2019

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12134

Date: June 17, 2019

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

**Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE**

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of May 2019, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$367.50

(010-081-52160000-404989) - CE#0000000 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



Blue Ridge Consulting Services, Inc.

DE 19-057
Exhibit 73 Part 2

RECEIVED

JUN 10 2019

**NH PUBLIC
UTILITIES COMMISSION**

June 4, 2019

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-01 – May 2019 Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours	Rate	Total
		Invoiced		
Donna H. Mullinax, CPA	PM, Lead Consultant	0.50	\$210.00	\$105.00
Daniel Salter	Senior Consultant	-	\$185.00	\$0.00
Joseph Freedman	Senior Consultant	-	\$185.00	\$0.00
Wen Hudson	Consultant	-	\$175.00	\$0.00
Tracy Klaes	Consultant and Document Manager	1.50	\$175.00	\$262.50
Total		2.00		\$367.50
Expenses				\$0.00
Total Due This Invoice				\$367.50

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna H. Mullinax
Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

BUS. OFF.	DATE	INV#
VENDOR	REMIT	AMT
PO#	LINE#	
	LINE#	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	
Totals		\$367.50	\$0.00	\$367.50	

Not to Exceed	\$91,300.00
Available Balance	<u>\$90,932.50</u>



Project Number: NHEversource190528

Date: May 2019

		Hours by Task							Expenses				
Date	Description	Task 1 Project Initiation	Task 2 Document Review	Task 3 Analysis	Task 4 Status	Task 5 Testimony	Task 6 Post Hearing Support	Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Telephone & Internet	Other Provide description
5/31/19	Kick off; team coordination	0.50											
	Totals	0.50	-	-	-	-		-	\$ -	\$ -	\$ -	\$ -	\$ -

Invoiced Hours	0.50
Unbilled Hours	-
Total Hours	0.50
Total Expenses	\$ -

THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

CHAIR
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

December 16, 2019

Kristi Davie E-mail: daviekl@nu.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of November 2019, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Due to our year-end closing, it would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in cursive script that reads "Debbie Gilman".

Debbie Gilman
Business Office

Enclosures: Invoice #12201
 Copy of Blue Ridge Consulting Invoice – November 2019

STATE OF NEW HAMPSHIRE

21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12201

Date: December 16, 2019

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of November 2019, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$2,310.00

(010-081-52160000-404989) - CE#1068042 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



December 3, 2019

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

RECEIVED

DEC 09 2019

**NH PUBLIC
UTILITIES COMMISSION**

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-07 – November 2019 Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours	Rate	Total
		Invoiced		
Donna H. Mullinax, CPA	PM, Lead Consultant	11.00	\$210.00	\$2,310.00
Daniel Salter	Senior Consultant	-	\$195.00	\$0.00
Joseph Freedman	Senior Consultant	-	\$195.00	\$0.00
Wen Hudson	Consultant	-	\$175.00	\$0.00
Tracy Klaes	Consultant and Document Manager	-	\$175.00	\$0.00
Total		11.00		\$2,310.00
Expenses				\$0.00
Total Due This Invoice				\$2,310.00

RTC
12/13/19

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax
Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

BUS. OFF.	DATE	INV#
VENDOR	REMIT	AMT
PO#	LINE#	
	LINE#	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	<i>Received 8/22/19</i>
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	<i>Received 9/20/19</i>
9/4/19	NHPUCEversource190528-04	\$9,931.25	\$0.00	\$9,931.25	<i>Received 10/15/19</i>
10/2/19	NHPUCEversource190528-05	\$4,037.50	\$0.00	\$4,037.50	<i>Received 11/15/19</i>
11/5/19	NHPUCEversource190528-06	\$10,605.00	\$0.00	\$10,605.00	
12/3/19	NHPUCEversource190528-07	\$2,310.00	\$0.00	\$2,310.00	
Totals		\$57,741.25	\$0.00	\$57,741.25	

Not to Exceed	\$91,300.00
Available Balance	<u>\$33,558.75</u>



Project Number: NHEversource190528

PM/APM Approval: *DHM*

Month: Nov. 2019

Invoiced Hours	11.00
Unbilled Hours	-
Total Hours	11.00
Total Expenses	\$ -

THE STATE OF NEW HAMPSHIRE



CHAIR
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

October 18, 2019

Kristi Davie E-mail: daviekl@nu.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of October 2019, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Due to our year-end closing, it would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in blue ink that reads "Debbie Gilman".

Debbie Gilman
Business Office

Enclosures: Invoice #12185
 Copy of Blue Ridge Consulting Invoice – October 2019

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12185

Date: October 18, 2019

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

**Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE**

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services. Inc., a firm contracted by the Commission. This is for work performed in the month of October 2019, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$10,605.00

(010-081-52160000-404989) - CE#1068042 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



Blue Ridge

Consulting Services, Inc.

DE 19-057
Exhibit 73 Part 3

RECEIVED

NOV 12 2019

**NH PUBLIC
UTILITIES COMMISSION**

November 5, 2019

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057

Federal Tax Identification Number: 27-0019089

Invoice # NHPUCEversource190528-06 – October 2019

Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours	Rate	Total
		Invoiced		
Donna H. Mullinax, CPA	PM, Lead Consultant	43.00	\$210.00	\$9,030.00
Daniel Salter	Senior Consultant	-	\$195.00	\$0.00
Joseph Freedman	Senior Consultant	-	\$195.00	\$0.00
Wen Hudson	Consultant	5.50	\$175.00	\$962.50
Tracy Klaes	Consultant and Document Manager	3.50	\$175.00	\$612.50
Total		52.00		\$10,605.00
Expenses				\$0.00
Total Due This Invoice				\$10,605.00

*RTC
11/14/19*

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax

Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	<i>Received 8/22/19</i>
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	<i>Received 9/20/19</i>
9/4/19	NHPUCEversource190528-04	\$9,931.25	\$0.00	\$9,931.25	<i>Received 10/15/19</i>
10/2/19	NHPUCEversource190528-05	\$4,037.50	\$0.00	\$4,037.50	
11/5/19	NHPUCEversource190528-06	\$10,605.00	\$0.00	\$10,605.00	
Totals		\$55,431.25	\$0.00	\$55,431.25	

Not to Exceed
Available Balance

\$91,300.00
\$35,868.75



Client and Project: NHPUC Eversource Rate Case Docket DE-19-057

Project Number: NHEversource190528

Name: Donna H. Mullianx

PM/APM Approval: DHM

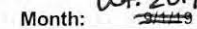
Month: Oct. 2019

114 Knightsbridge Road
Travelers Rest, SC 29690
Phone: (864) 836-4497
Fax: (864) 751-5717

Email: tklaes@blueridgecs.com

Date	Description	Hours by Task									Expenses			
		Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
10/1/19														
10/2/19														
10/3/19														
10/4/19														
10/5/19														
10/6/19														
10/7/19														
10/8/19	Review DRs; update RMA list			0.25	1.00									
10/9/19	Review DRs; update RMA list; Issue Summaries			1.00	2.75									
10/10/19	Review DRs; update RMA list; Issue Summaries			2.00	4.00									
10/11/19	Review DRs; update RMA list; Issue Summaries			0.25	1.75									
10/12/19														
10/13/19														
10/14/19														
10/15/19	Review DRs; update RMA list; Issue Summaries			0.75	4.25									
10/16/19	Review DRs; update RMA list; Issue Summaries			0.25	1.25									
10/17/19	Team Coordination; update RMA list; Issue Summaries	0.25		0.25	0.50									
10/18/19	Review DRs; update RMA list; Issue Summaries			0.25	0.75									
10/19/19														
10/20/19														
10/21/19	Review DRs; update RMA list; Issue Summaries			0.50	1.50									
10/22/19	Issue Summary updates				3.25									
10/23/19	Update RMAs and submit to Staff for review				1.50									
10/24/19	Review discovery; update RMA list			0.50	2.00									
10/25/19	Status discussion with Staff; Tech Session Prep	1.00		2.50										
10/26/19														
10/27/19	PM	0.25												
10/28/19	Tech Session			4.50										
10/29/19														
10/30/19	Review and document depreciation issue			1.00	2.00									
10/31/19	Review and document depreciation issue				1.00									
	Totals	1.50	-	14.00	27.50	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -

Invoiced Hours 43.00 ✓
Unbilled Hours -
Total Hours 43.00
Total Expenses \$ -



Invoiced Hours	5.50
Unbilled Hours	-
Total Hours	5.50
Total Expenses	\$ -

STATE OF NEW HAMPSHIRE

CHAIRMAN

COMMISSIONERS

Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR

Debra A. Howland



PUBLIC UTILITIES COMMISSION

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

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

October 11, 2019

Kristi Davie E-mail: daviekl@nu.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of September 2019, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Due to our year-end closing, it would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in blue ink that reads "Debbie Gilman".

Debbie Gilman
Business Office

Enclosures: Invoice #12172
 Copy of Blue Ridge Consulting Invoice – September 2019

STATE OF NEW HAMPSHIRE

21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12172

Date: October 11, 2019

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by Blue Ridge Consulting Services, Inc., a firm contracted by the Commission. This is for work performed in the month of September 2019, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$4,037.50

(010-081-52160000-404989) - CE#1068042 Blue Ridge Consulting

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

**RECEIVED**

OCT 08 2019

**NH PUBLIC
UTILITIES COMMISSION**

October 2, 2019

Business Office
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

SUBJECT: NHPUC Eversource Rate Case Docket DE-19-057
Federal Tax Identification Number: 27-0019089
Invoice # NHPUCEversource190528-05 – September 2019 Due on Receipt:

Thank you for giving us the opportunity to assist you. The following is a summary of the amounts due for the prior month. Time and expense reports are attached that include the hours incurred by task. Should you need any additional information, please let me know.

Name	Title	Hours		Rate	Total
		Invoiced			
Donna H. Mullinax, CPA	PM, Lead Consultant	8.00		\$210.00	\$1,680.00
Daniel Salter	Senior Consultant	6.50		\$195.00	\$1,267.50
Joseph Freedman	Senior Consultant	2.00		\$195.00	\$390.00
Wen Hudson	Consultant	-		\$175.00	\$0.00
Tracy Klaes	Consultant and Document Manager	4.00		\$175.00	\$700.00
Total		20.50			\$4,037.50
Expenses					\$0.00
Total Due This Invoice					\$4,037.50

RTC
10/11/19

Please send your payment to the following address:

Blue Ridge Consulting Services, Inc.
114 Knightsridge Rd.
Travelers Rest, SC 29690

Very truly yours,

Donna Mullinax
Donna H. Mullinax
President

C: Richard Chagnon – PUC NH
File

BUS. OFF	DATE	INV#
VENDOR	REMIT	AMT
PO#	LINE#	
	LINE#	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

Summary of Amounts Invoiced To Date

Date	Invoice #	Professional Services	Expenses	Total Invoiced	Status
6/4/19	NHPUCEversource190528-01	\$367.50	\$0.00	\$367.50	<i>Received 8/1/19</i>
7/3/19	NHPUCEversource190528-02	\$7,775.00	\$0.00	\$7,775.00	<i>Received 8/22/19</i>
8/2/19	NHPUCEversource190528-03	\$22,715.00	\$0.00	\$22,715.00	
9/4/19	NHPUCEversource190528-04	\$9,931.25	\$0.00	\$9,931.25	
10/2/19	NHPUCEversource190528-05	\$4,037.50	\$0.00	\$4,037.50	
Totals		\$44,826.25	\$0.00	\$44,826.25	

Not to Exceed

Available Balance

\$91,300.00

\$46,473.75



Month: Sept 2019

Invoiced Hours	8.00
Unbilled Hours	-
Total Hours	8.00
Total Expenses	\$ -



		Hours by Task									Expenses				
Date	Description	Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings			Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
9/3/19	Issue-Fee Free Card				5.00										
9/4/19	Issue-Bad Debt				1.00										
9/9/19	DR review			0.50											
									</						

Invoiced Hours	6.50
Unbilled Hours	-
Total Hours	6.50
Total Expenses	\$ -



		Hours by Task									Expenses			
Date	Description	Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
9/3/19	Preliminary recommendations				2.00									
	Totals	-	-	-	2.00	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -

Invoiced Hours	2.00
Unbilled Hours	-
Total Hours	2.00
Total Expenses	\$ -

114 Knightsridge Road
Travelers Rest, SC 29690
Phone: (864) 836-4497
Fax: (864) 751-5717
Email: tklaes@blueridgecs.com



		Hours by Task									Expenses			
Date	Description	Task 1 Project Management	Task 2 Project Startup	Task 3 Discovery	Task 4 Analysis	Task 5 Interview/Field Work	Task 6 Testimony (Draft & Rebuttal)	Task 7 Hearings		Unbilled	Transportation Air, Auto, Train, Gas, Parking	Meals Breakfast, Lunch, Dinner	Lodging	Other Provide description
9/5/19	Update DMS			1.00										
9/6/19	Update DMS			1.00										
9/11/19	Update DMS			1.00										
9/13/19	Update DMS			0.50										
9/16/19	Update DMS			0.50										
			</											

Invoiced Hours	4.00
Unbilled Hours	-
Total Hours	4.00
Total Expenses	\$ -

STATE OF NEW HAMPSHIRE
21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12175

Date: November 4, 2019

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by The Brattle Group, a firm contracted by the Commission. This is for work performed in the month of August 2019, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$2,600.00

(010-081-52160000-404989) - CE#1069642 The Brattle Group

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

NOV 01 2019

**NH PUBLIC
UTILITIES COMMISSION**

THE **Brattle** GROUP

October 24, 2019

In Account With:

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Invoice Number 055327
ProjectID CL-06609
Page 1 of 1

For Professional Services Rendered Through August 31, 2019

Task 2: DE 19-057 Eversource

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<u>Principals</u>			
Agustin Ros	2.00	550.00	1,100.00
Sanem Sergici	2.50	450.00	1,125.00
<u>Senior Associate</u>			
Pearl Donohoo-Vallett	0.60	365.00	219.00
<u>Research & Litigation Analysts</u>			
Sean Chew	0.60	260.00	156.00
Total Labor			<u>\$2,600.00</u>
TOTAL LABOR & EXPENSES			<u>\$2,600.00</u>

Payable upon receipt in US Dollars to: The Brattle Group (FID 04-3254813)
Finance Charge of 1.5% per month (18% APR) will be added to overdue invoices.

Remit To:

The Brattle Group, Inc.
One Beacon Street, Suite 2600
Boston, MA 02108

Wire Instructions:

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 011500120
In favor of Checking Acct No.: 1315926927

ACH Instructions:

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 211070175
In favor of Checking Acct No.: 1315926927

Telephone:

+1.617.864.7900

Email: billingdept@brattle.com

Project: CL06609
August 1 - August 31, 2019
Time Log for Ros, Agustin
Task: 0002 - DE 19-057 Eversource

Date	Description of Activity/Tasks	Hours
08/19/19	Review Marginal Cost testimony and develop RFIs	2.00
TOTAL		2.00

Project: CL06609
August 1 - August 31, 2019
Time Log for Sergici, Sanem
Task: 0002 - DE 19-057 Eversource

Date	Description of Activity/Tasks	Hours
08/26/19	Project management	1.00
08/28/19	Discovery support	1.50
TOTAL		2.50

1

Project: CL06609
August 1 - August 31, 2019
Time Log for Donohoo-Vallett, Pearl
Task: 0002 -DE 19-057 Eversource

Date	Description of Activity/Tasks	Hours
08/30/19	Attended first portion of call with client.	0.60
TOTAL		0.60

Project: CL06609
August 1 - August 31, 2019
Time Log for Chew, Sean
Task: 0002 - DE 19-057 Eversource

Date	Description of Activity/Tasks	Hours
08/29/19	Begin organizing articles for Pearl.	0.60
TOTAL		0.60

Gilman, Debbie

From: Nixon, Elizabeth
Sent: Friday, November 1, 2019 1:54 PM
To: Gilman, Debbie
Cc: Chagnon, Richard; Frantz, Tom
Subject: FW: Invoices from Brattle
Attachments: 6609_Task 0001_Liberty Invoice.pdf; 6609_Task 0002_Eversource Invoice.pdf

Debbie,

These look good to me. These replace Brattle's original submittal. Now there is one invoice for each rate case: 1) Liberty (DE 19-064) and 2) Eversource (DE 19-057).

Thanks,

Liz

Elizabeth R. Nixon
Utility Analyst
NH Public Utilities Commission
Electric Division
21 S. Fruit St., Suite 10
Concord, NH 03301-2429

Voice: 603-271-6018
E-mail: Elizabeth.Nixon@puc.nh.gov

From: Furey, Melissa <Melissa.Furey@brattle.com>
Sent: Thursday, October 24, 2019 4:42 PM
To: Nixon, Elizabeth <Elizabeth.Nixon@puc.nh.gov>; Sergici, Sanem <Sanem.Sergici@brattle.com>
Cc: Chagnon, Richard <Richard.Chagnon@puc.nh.gov>
Subject: RE: Invoice

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hi Liz,

My apologies for the delay. Attached please find an invoice for each utility.

Please let me know if you have any questions related to these revised invoices.

Thanks,
Melissa

From: Nixon, Elizabeth <Elizabeth.Nixon@puc.nh.gov>
Sent: Tuesday, October 22, 2019 2:17 PM
To: Sergici, Sanem <Sanem.Sergici@brattle.com>; Furey, Melissa <Melissa.Furey@brattle.com>
Cc: Chagnon, Richard <Richard.Chagnon@puc.nh.gov>
Subject: RE: Invoice

STATE OF NEW HAMPSHIRE

CHAIRMAN

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaino

EXECUTIVE DIRECTOR
Debra A. Howland



PUBLIC UTILITIES COMMISSION
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

November 4, 2019

Kristi Davie E-mail: daviekl@nu.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by The Brattle Group, a firm contracted by the Commission. This is for work performed in the month of August 2019, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Due to our year-end closing, it would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in cursive script that reads "Debbie Gilman".

Debbie Gilman
Business Office

Enclosures: Invoice #12175
 Copy of The Brattle Group Invoice – August 2019

STATE OF NEW HAMPSHIRE

21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12230

Date: February 4, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

CHECK #
BANK #
\$ AMT
DATE RECVD

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by the Brattle Group, a firm contracted by the Commission. This is for work performed in the months of September, October and November 2019, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$59,355.00

(010-081-52160000-404989) - PO#1069642 The Brattle Group

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

THE **Brattle** GROUP

January 17, 2020

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Re: Task 0002 – DE 19-057 Eversource

Dear Tom:

Please find enclosed a revised invoice for work performed through September 2019 by The Brattle Group. This invoice replaces invoices number 055891.

A description of the work performed can be found in the time logs provided. Should you have any questions or concerns, please do not hesitate to contact me directly at (617) 864-7900.

Sincerely,

The Brattle Group, Inc.

By:



Sanem Sergici
Principal

SIS:te

Enclosures

CNE BEACON STREET, SUITE 2600, BOSTON, MA 02108

MAIN +1.617.864.7900 | FAX +1.617.507.0063 | WEB brattle.com

NORTH AMERICA | EUROPE | ASIA-PACIFIC

RECEIVED

JAN 22 2020

NH PUBLIC
UTILITIES COMMISSION

EN
1/28/2020

THE **Brattle** GROUP

January 16, 2020

In Account With:

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Invoice Number 056406
ProjectID CL-06609
Page 1 of 1

For Professional Services Rendered Through September 30, 2019

Task 2: DE 19-057 Eversource

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<u>Principals</u>			
Agustin Ros	2.00	550.00	1,100.00
Sanem Sergici	2.75	450.00	1,237.50
<u>Senior Associate</u>			
Pearl Donohoo-Vallett	12.00	365.00	4,380.00
<u>Electricity Model Specialist</u>			
Sai Shetty	0.25	260.00	65.00
<u>Research & Litigation Analysts</u>			
Ziwei Zhang	25.25	260.00	6,565.00
Total Labor			\$13,347.50
TOTAL LABOR & EXPENSES			\$13,347.50

Payable upon receipt in US Dollars to: The Brattle Group (FID 04-3254813)
Finance Charge of 1.5% per month (18% APR) will be added to overdue invoices.

Remit To:

The Brattle Group, Inc.
One Beacon Street, Suite 2600
Boston, MA 02108

Wire Instructions:

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 011500120
In favor of Checking Acct No.: 1315926927

ACH Instructions:

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 211070175
In favor of Checking Acct No.: 1315926927

Telephone:

+1.617.864.7900

Email: billingdept@brattle.com

Project: CL06609
September 1 - September 30, 2019
Time Log for Ros, Agustin
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
09/06/19	Technical conference call.	1.00
09/26/19	Work on Amparo Nieto analysis.	1.00
TOTAL		2.00

Project: CL06609
September 1 - September 30, 2019
Time Log for Sergici, Sanem
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
09/09/19	Project management.	1.25
09/30/19	Eversource testimony review and DRs.	1.50
TOTAL		2.75

Project: CL06609
September 1 - September 30, 2019
Time Log for Donohoo-Vallett, Pearl
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
09/04/19	Discussed testimony approach.	0.50
09/06/19	Reviewed discovery requests; participated in technical session call.	1.50
09/10/19	Reviewed discovery requests.	0.50
09/11/19	Met with team; discussed discovery requests and schedule.	1.75
09/12/19	Reviewed IR information; reviewed models.	1.25
09/13/19	Reviewed IR information.	0.50
09/17/19	Reviewed IR information; updated schedules; reviewed document logs.	1.75
09/23/19	Reviewed discovery requests and model availability.	1.00
09/25/19	Reviewed discovery requests and testimony.	0.75
09/27/19	Reviewed MCOS study and discussed approach to capital costing for stations.	1.00
09/30/19	Reviewed cost build-up for MCOS.	1.50
TOTAL		12.00

Project: CL06609
September 1 - September 30, 2019
Time Log for Shetty, Sai
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
09/11/19	Liberty/Eversource kick off.	0.25
TOTAL		0.25

Project: CL06609
September 1 - September 30, 2019
Time Log for Zhang, Ziwei
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
09/11/19	Kickoff meeting.	0.25
09/17/19	Reviewing IRs and preparing Brattle RFIs.	1.50
09/18/19	Reviewing IRs and preparing Brattle RFIs.	2.75
09/24/19	MCOS Review.	3.00
09/25/19	MCOS Review.	5.00
09/26/19	MCOS Review.	5.00
09/27/19	MCOS Review.	2.50
09/30/19	MCOS Review.	5.25
TOTAL		25.25

Nixon, Elizabeth

From: Sergici, Sanem <Sanem.Sergici@brattle.com>
Sent: Tuesday, January 28, 2020 3:04 PM
To: Nixon, Elizabeth
Subject: RE: Sept invoice - Eversource

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Yes, that is correct.

From: Nixon, Elizabeth <Elizabeth.Nixon@puc.nh.gov>
Sent: Tuesday, January 28, 2020 1:51 PM
To: Sergici, Sanem <Sanem.Sergici@brattle.com>
Subject: Sept invoice - Eversource

Sanem,

I am reviewing the invoices that we recently received. On Sai Shetty's detailed time log, the description is listed as Liberty/Eversource kick-off for 9/11/19. I want to verify that the time charged (0.25 hours) on this invoice is just for Eversource.

Thank you,

Liz

*Elizabeth R. Nixon
Utility Analyst
NH Public Utilities Commission
Electric Division
21 S. Fruit St., Suite 10
Concord, NH 03301-2429*

*Voice: 603-271-6018
E-mail: Elizabeth.Nixon@puc.nh.gov*

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DEC 10 2019

NH PUBLIC
UTILITIES COMMISSION

December 5, 2019

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Re: Task 0002 – DE 19-057 Eversource

Dear Tom:

Please find enclosed an invoice for work performed through October 2019 by The Brattle Group.

A description of the work performed can be found in the time logs provided. Should you have any questions or concerns, please do not hesitate to contact me directly at (617) 864-7900.

Sincerely,

The Brattle Group, Inc.

By:

A handwritten signature in black ink, appearing to read "Sanem Sergici".

Sanem Sergici
Principal

SIS:te

Enclosures

ONE BEACON STREET, SUITE 2600, BOSTON, MA 02108

MAIN +1.617.864.7900

FAX +1.617.507.0063

WEB brattle.com

NORTH AMERICA EUROPE ASIA-PACIFIC

000890

RECEIVED

DEC 09 2019

NH PUBLIC
UTILITIES COMMISSION

EM
1/28/2020

THE **Brattle** GROUP

November 30, 2019

In Account With:

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Invoice Number 055893
ProjectID CL-06609
Page 1 of 1

For Professional Services Rendered Through October 31, 2019

Task 2: DE 19-057 Eversource

	Hours	Rate	Amount
<u>Principals</u>			
Agustin Ros	8.00	550.00	4,400.00
Sanem Sergici	16.00	450.00	7,200.00
<u>Senior Associate</u>			
Pearl Donohoo-Vallett	21.00	365.00	7,665.00
<u>Research & Litigation Analysts</u>			
Matthew Witkin	36.75	260.00	9,555.00
Ziwei Zhang	23.50	260.00	6,110.00
Total Labor			\$34,930.00

TOTAL LABOR & EXPENSES \$34,930.00

BUS. OFF	DATE	INV #
VENDOR	REMIT	AMT
PO#	LINE #	
	LINE #	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

RECEIVED

DEC 10 2019

NH PUBLIC
UTILITIES COMMISSION

Payable upon receipt in US Dollars to: The Brattle Group (FID 04-3254813)
Finance Charge of 1.5% per month (18% APR) will be added to overdue invoices.

Remit To:

The Brattle Group, Inc.
One Beacon Street, Suite 2600
Boston, MA 02108

Wire Instructions:

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 011500120
In favor of Checking Acct No.: 1315926927

ACH Instructions:

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 211070175
In favor of Checking Acct No.: 1315926927

Telephone:

+1.617.864.7900

Email: billingdept@brattle.com

Project: CL06609
October 1 - October 31, 2019
Time Log for Ros, Agustin
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
10/03/19	Work on MCOS review and analysis.	1.00
10/04/19	Work on Eversource MCOS analysis and meeting with team.	3.00
10/11/19	Work on analysis and meeting with client.	1.00
10/28/19	Work on technical conference prep.	1.00
10/29/19	Work on technical conference prep and conference.	2.00
TOTAL		8.00

Project: CL06609
October 1 - October 31, 2019
Time Log for Sergici, Sanem
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
10/01/19	Eversource testimony review and DRs.	1.00
10/02/19	Eversource testimony review and DRs.	1.00
10/03/19	Eversource testimony review and DRs.	1.00
10/04/19	Eversource testimony review and DRs.	1.00
10/07/19	DRs re: Eversource.	2.00
10/08/19	DRs re: Eversource.	2.00
10/09/19	DRs re: Eversource.	2.00
10/10/19	DRs re: Eversource.	2.00
10/25/19	Reviewed data responses and prepared for the technical session.	4.00
TOTAL		16.00

Project: CL06609
October 1 - October 31, 2019
Time Log for Donohoo-Vallett, Pearl
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
10/01/19	Reviewed cost build-up for MCOS.	0.50
10/03/19	Provided project overview; drafted outline points.	0.50
10/04/19	Reviewed MCOS cost-build up information; met to review details on customer charges.	2.50
10/06/19	Reviewed provided files; reviewed MCOS memo.	0.75
10/07/19	Reviewed Davis testimony; discussed MCOS analysis; drafted discovery responses.	5.50
10/08/19	Discussed Davis testimony; reviewed exhibits.	0.75
10/09/19	Reviewed Davis exhibits; drafted discovery responses.	3.00
10/15/19	Reviewed new data from data responses.	0.25
10/16/19	Reviewed new data from data responses.	0.50
10/21/19	Reviewed figures for testimony.	0.50
10/23/19	Reviewed figures for testimony.	0.50
10/25/19	Reviewed discovery responses.	0.50
10/28/19	Reviewed discovery responses; attended technical session; debriefed technical session.	2.75
10/29/19	Reviewed updated documents.	1.50
10/30/19	Reviewed updated work plan.	1.00
TOTAL		21.00

Project: CL06609
October 1 - October 31, 2019
Time Log for Witkin, Matthew
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
10/07/19	Meeting with Pearl.	0.50
10/08/19	Review of testimony.	2.00
10/09/19	Review of testimony and exhibits forming questions for DRs.	6.25
10/10/19	Editing DRs; review of lighting rates.	1.25
10/14/19	Review of DRs.	0.25
10/16/19	Discussion with Pearl about testimony figures.	0.75
10/17/19	Figures for testimony.	0.25
10/18/19	Figures for testimony.	0.50
10/21/19	Figures from Davis testimony.	2.50
10/22/19	Summary tables for testimony support; meeting with team members.	5.50
10/23/19	Meetings with team; additional figures for Eversource testimony.	3.50
10/25/19	Review of DR responses.	2.25
10/28/19	Customer bill impact analysis; meetings with team members.	5.50
10/29/19	Alternative bill rate analysis; meetings with team members.	5.75
TOTAL		36.75

Project: CL06609
October 1 - October 31, 2019
Time Log for Zhang, Ziwei
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
10/01/19	MCOS Review.	2.50
10/02/19	MCOS Review.	1.50
10/03/19	MCOS Review.	1.00
10/04/19	MCOS Review.	3.25
10/07/19	Reviewing MCOS and drafting IRs.	1.50
10/08/19	Reviewing MCOS and drafting IRs.	1.00
10/09/19	Reviewing MCOS and drafting IRs.	1.50
10/10/19	Reviewing MCOS and drafting IRs.	2.00
10/11/19	Reviewing MCOS and drafting IRs.	0.50
10/28/19	DR response review.	5.00
10/29/19	DR response review.	1.75
10/30/19	MCOS model review.	1.25
10/31/19	DR response review.	0.75
TOTAL		23.50

THE **Brattle** GROUP

January 17, 2020

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Re: Task 0002 – DE 19-057 Eversource

Dear Tom:

Please find enclosed an invoice for work performed through November 2019 by The Brattle Group.

A description of the work performed can be found in the time logs provided. Should you have any questions or concerns, please do not hesitate to contact me directly at (617) 864-7900.

Sincerely,

The Brattle Group, Inc.

By:



Sanem Sergici
Principal

SIS:te

Enclosures

ONE BEACON STREET, SUITE 2600, BOSTON, MA 02108

MAIN +1.617.864.7900 | FAX +1.617.507.0063 | WEB brattle.com

NORTH AMERICA EUROPE ASIA-PACIFIC

EN
1/28/2020

THE Brattle GROUP

January 16, 2020

In Account With:

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Invoice Number 056405
ProjectID CL-06609
Page 1 of 1

For Professional Services Rendered Through November 30, 2019

Task 2: DE 19-057 Eversource

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<u>Principals</u>			
Sanem Sergici	7.00	450.00	3,150.00
<u>Senior Associate</u>			
Pearl Donohoo-Vallett	10.50	365.00	3,832.50
<u>Research & Litigation Analysts</u>			
Matthew Witkin	9.75	260.00	2,535.00
Ziwei Zhang	6.00	260.00	1,560.00
Total Labor			\$11,077.50
TOTAL LABOR & EXPENSES			\$11,077.50

Payable upon receipt in US Dollars to: The Brattle Group (FID 04-3254813)
Finance Charge of 1.5% per month (18% APR) will be added to overdue invoices.

Remit To:

The Brattle Group, Inc.
One Beacon Street, Suite 2600
Boston, MA 02108

Wire Instructions:

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 011500120
In favor of Checking Acct No.: 1315926927

ACH Instructions:

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 211070175
In favor of Checking Acct No.: 1315926927

Telephone:

+1.617.864.7900

Email: billingdept@brattle.com

Project: CL06609
November 1 - November 30, 2019
Time Log for Sergici, Sanem
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
11/05/19	Eversource draft analyses.	2.00
11/18/19	Draft testimony.	1.00
11/27/19	Testimony Draft.	2.00
11/28/19	Testimony Draft.	2.00
TOTAL		7.00

Project: CL06609
November 1 - November 30, 2019
Time Log for Donohoo-Vallett, Pearl
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
11/12/19	Reviewed draft analyses and to do list.	0.50
11/13/19	Updated draft testimony outline.	2.00
11/14/19	Responded to questions on draft outline.	0.25
11/15/19	Updated draft testimony outline.	1.25
11/18/19	Discussed Eversource rates testimony; analyses to complete; audits.	1.00
11/24/19	Outlined MCOS testimony draft.	3.00
11/26/19	Reviewed draft testimony.	2.50
TOTAL		10.50

Project: CL06609
November 1 - November 30, 2019
Time Log for Witkin, Matthew
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
11/07/19	Check-in with team member and past analyses.	0.25
11/12/19	Testimony skeleton and drafting.	3.00
11/13/19	Drafting Eversource testimony; additional Eversource analysis.	5.25
11/14/19	Check-in with team member.	0.25
11/17/19	Decoupling steps in testimony.	1.00
TOTAL		9.75

Project: CL06609
November 1 - November 30, 2019
Time Log for Zhang, Ziwei
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
11/21/19	Reviewed DR responses.	0.25
11/25/19	Created figures for testimony.	3.50
11/26/19	Created figures for testimony.	1.75
11/27/19	Created figures for testimony.	0.50
TOTAL		6.00

THE STATE OF NEW HAMPSHIRE



CHAIR
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

February 4, 2020

Kristi Davie E-mail: daviekl@nu.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by the Brattle Group, a firm contracted by the Commission. This is for work performed in the months of September, October, and November 2019, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

Please submit payment to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6008.

Regards,

julianne pelletier

Juli Pelletier
Business Office

Enclosures: Invoice #12230
 Copy of Brattle Group Invoices – 055891, 055893, 056405

STATE OF NEW HAMPSHIRE

21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12273

Date: April 29, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by The Brattle Group, a firm contracted by the Commission. This is for work performed in the month of December 2019 and January 2020, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$72,078.75

(010-081-52160000-404989) - CE#1069642 The Brattle Group

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

RECEIVED

APR 07 2020

**NH PUBLIC
UTILITIES COMMISSION**

THE **Brattle** GROUP

March 31, 2020

In Account With:

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Invoice Number 057254
ProjectID CL-06609
Page 1 of 1

For Professional Services Rendered Through January 31, 2020

Task 2: DE 19-057 Eversource

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<u>Principals</u>			
Agustin Ros	4.00	550.00	2,200.00
Sanem Sergici	2.50	450.00	1,125.00
<u>Senior Associate</u>			
Pearl Donohoo-Vallett	1.75	365.00	638.75
<u>Research & Litigation Analysts</u>			
Matthew Witkin	2.25	260.00	585.00
Ziwei Zhang	5.75	260.00	1,495.00
Total Labor			<u>\$6,043.75</u>

BUS. OFF.	DATE	INV#
VENDOR	REMIT	AMT
PO#	LINE#	
	LINE#	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

TOTAL LABOR & EXPENSES \$6,043.75

Payable upon receipt in US Dollars to: The Brattle Group (FID 04-3254813)
Finance Charge of 1.5% per month (18% APR) will be added to overdue invoices.

Remit To:

The Brattle Group, Inc.
One Beacon Street, Suite 2600
Boston, MA 02108

Wire Instructions

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 011500120
In favor of Checking Acct No.: 1315926927

ACH Instructions:

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 211070175
In favor of Checking Acct No.: 1315926927

Telephone:

+1.617.864.7900

Email: billingdept@brattle.com

THE Brattle GROUP

March 31, 2020

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Re: Task 0002 – DE 19-057 Eversource

Dear Tom:

Please find enclosed an invoice for work performed through January 2020 by The Brattle Group.

A description of the work performed can be found in the time logs provided. Should you have any questions or concerns, please do not hesitate to contact me directly at (617) 864-7900.

Sincerely,

The Brattle Group, Inc.

By:



Sanem Sergici
Principal

SIS:te

Enclosures



ONE BEACON STREET, SUITE 2600, BOSTON, MA 02108

MAIN +1.617.864.7900

FAX +1.617.507.0063

WEB brattle.com

NORTH AMERICA EUROPE ASIA-PACIFIC

000906

Project: CL06609
January 1 - January 31, 2020
Time Log for Ros, Agustin
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
01/28/20	Work on responses to data request.	2.00
01/29/20	Work on responses to data request.	2.00
TOTAL		4.00

Project: CL06609
January 1 - January 31, 2020
Time Log for Sergici, Sanem
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
01/24/20	Review of DRs and call with staff.	1.00
01/27/20	Drafted responses to the DRs.	1.50
TOTAL		2.50

Project: CL06609
January 1 - January 31, 2020
Time Log for Donohoo-Vallett, Pearl
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
01/17/20	Reviewed discovery requests and coordinated set-up.	0.50
01/22/20	Reviewed discovery questions; drafted potential points.	0.50
01/23/20	Participated in call on discovery responses; discussed draft response.	0.75
TOTAL		1.75

Project: CL06609
January 1 - January 31, 2020
Time Log for Witkin, Matthew
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
01/07/20	Download testimonies.	0.75
01/09/20	Updates to workpapers.	0.50
01/17/20	Assembling data requests.	0.75
01/30/20	Bringing in sources to project drive.	0.25
TOTAL		2.25

Project: CL06609
January 1 - January 31, 2020
Time Log for Zhang, Ziwei
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
01/21/20	Reviewing DRs for Brattle.	0.75
01/27/20	DR responses.	2.25
01/28/20	DR responses.	2.25
01/29/20	DR responses.	0.50
TOTAL		5.75

Lefebvre, Susan

From: Nixon, Elizabeth
Sent: Tuesday, April 7, 2020 2:17 PM
To: Pelletier, Julianne; Lefebvre, Susan
Cc: Frantz, Tom
Subject: Fw: Invoices - The Brattle Group - Eversource
Attachments: 6609_Invoice_057242_Eversource_122019_3.31.2020.pdf; 6609_Invoice_057254_Eversource_012020_3.31.2020.pdf

I approve these invoices.

Liz

*Elizabeth R. Nixon
Utility Analyst
NH Public Utilities Commission
Electric Division
21 S. Fruit St., Suite 10
Concord, NH 03301-2429*

*Voice: 603-271-6018
E-mail: Elizabeth.Nixon@puc.nh.gov*

From: Enright, Toni <toni.enright@brattle.com>
Sent: Tuesday, March 31, 2020 4:41 PM
To: Nixon, Elizabeth
Cc: Frantz, Tom; Sergici, Sanem
Subject: Invoices - The Brattle Group

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hello,

Please find attached the revised invoices for December and invoices for work performed in January.

If you have any questions or need anything else, please let me know.

Best,
Toni

TONI ENRIGHT
Business Support Services Manager
The Brattle Group

Main +1.415.217.1000

brattle.com

IMPORTANT NOTICE FROM THE BRATTLE GROUP: This message, and any attachments, are intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error please notify me immediately by return email and immediately delete the original and all copies of the message and any attachments to it. Note also that nothing in this message is intended to constitute an electronic signature or otherwise to satisfy the requirements for a contract unless an express statement to the contrary is included in the message. Please ensure you have adequate virus protection before you open or use attachments. The Brattle Group does not accept any liability for viruses.

THE **Brattle** GROUP**RECEIVED**

APR 03 2020

**NH PUBLIC
UTILITIES COMMISSION**

March 30, 2020

In Account With:

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Invoice Number 057242
ProjectID CL-06609
Page 1 of 1

For Professional Services Rendered Through December 31, 2019
Task 2: DE 19-057 Eversource

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<u>Principals</u>			
Agustin Ros	11.00	550.00	6,050.00
Sanem Sergici	31.00	450.00	13,950.00
<u>Senior Associate</u>			
Pearl Donohoo-Vallett	58.50	365.00	21,352.50
<u>Research & Litigation Analysts</u>			
Jesse Cohen	5.00	260.00	1,300.00
Matthew Witkin	47.50	260.00	12,350.00
Ziwei Zhang	42.25	260.00	10,985.00
<u>Administrative</u>			
Marianne Gray	0.50	95.00	47.50
Total Labor			\$66,035.00

TOTAL LABOR & EXPENSES	\$66,035.00
-----------------------------------	--------------------

BUS. OFF.	DATE	INV#
VENDOR	REMIT	AMT
PO#	LINE#	
	LINE#	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

Payable upon receipt in US Dollars to: The Brattle Group (FID 04-3254813)
Finance Charge of 1.5% per month (18% APR) will be added to overdue invoices.

Remit To:

The Brattle Group, Inc.
One Beacon Street, Suite 2600
Boston, MA 02108

Wire Instructions

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 011500120
In favor of Checking Acct No.: 1315926927

ACH Instructions:

Citizens Bank of Massachusetts
SWIFT No.: CTZIUS33
ABA No.: 211070175
In favor of Checking Acct No.: 1315926927

Telephone:

+1.617.864.7900

Email: billingdept@brattle.com

THE Brattle GROUP

March 31, 2020

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Re: Task 0002 – DE 19-057 Eversource

Dear Tom:

Please find enclosed a revised invoice for work performed through December 2019 by The Brattle Group. This invoice replaces invoice no. 056543.

A description of the work performed can be found in the time logs provided. Should you have any questions or concerns, please do not hesitate to contact me directly at (617) 864-7900.

Sincerely,

The Brattle Group, Inc.

By:



Sanem Sergici
Principal

SIS:te

Enclosures



ONE BEACON STREET, SUITE 2600, BOSTON, MA 02108

MAIN +1.617.864.7900

FAX +1.617.507.0063

WEB brattle.com

NORTH AMERICA EUROPE ASIA-PACIFIC

000915

Project: CL06609
December 1 - December 31, 2019
Time Log for Ros, Agustin
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
12/12/19	Work on rebuttal testimony.	2.00
12/13/19	Work on rebuttal testimony.	4.00
12/14/19	Work on testimony.	2.00
12/15/19	Work on testimony.	2.00
12/17/19	Work on testimony.	1.00
TOTAL		11.00

Project: CL06609
December 1 - December 31, 2019
Time Log for Sergici, Sanem
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
12/03/19	Drafted testimony.	2.00
12/04/19	Drafted testimony.	2.00
12/11/19	Testimony draft.	4.00
12/12/19	Testimony draft.	4.00
12/13/19	Testimony draft.	5.00
12/16/19	Eversource testimony draft.	3.00
12/17/19	Eversource testimony draft.	3.00
12/18/19	Eversource testimony draft.	4.00
12/19/19	Eversource testimony draft.	4.00
TOTAL		31.00

Project: CL06609
December 1 - December 31, 2019
Time Log for Donohoo-Vallett, Pearl
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
12/01/19	Reviewed rate design analyses and drafted testimony.	2.50
12/02/19	Reviewed rate design and MCOS analyses and drafted testimony.	3.50
12/03/19	Responded to questions on testimony.	0.50
12/04/19	Reviewed rate design and MCOS analyses and drafted testimony.	2.75
12/05/19	Reviewed rate design and MCOS analyses and drafted testimony.	7.00
12/06/19	Reviewed rate design and MCOS analyses and drafted testimony.	2.25
12/09/19	Revised draft testimonies.	2.50
12/10/19	Revised draft testimonies.	7.25
12/11/19	Revised draft testimonies.	5.25
12/12/19	Revised draft testimonies.	4.00
12/13/19	Revised draft testimonies.	2.50
12/16/19	Responded to questions on audits; discussed MCOS issues.	3.75
12/17/19	Responded to questions on audits; revised draft testimony.	2.50
12/18/19	Responded to questions on audits; revised draft testimony.	4.25
12/19/19	Reviewed edits; finalized testimony.	8.00
TOTAL		58.50

Project: CL06609
December 1 - December 31, 2019
Time Log for Cohen, Jesse
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
12/12/19	Audited Matt's analysis.	2.25
12/17/19	Audited Matt's analysis.	2.75
TOTAL		5.00

Project: CL06609
December 1 - December 31, 2019
Time Log for Witkin, Matthew
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
12/02/19	Analyses for Eversource testimony.	1.00
12/06/19	Testimony figure updates.	3.50
12/08/19	Updates to figures in testimony.	5.25
12/09/19	Updates to testimony analyses.	4.50
12/10/19	Additional analyses and updates to testimony.	7.00
12/11/19	Responding to comments in testimony.	3.00
12/12/19	Respond to comments in testimony; manage audit.	3.75
12/13/19	Eversource draft testimony edits and updates.	4.75
12/16/19	Audits with Lynn.	1.50
12/17/19	Audits.	1.50
12/18/19	Final testimony audits and comments.	5.50
12/19/19	Final testimony audits and comments.	5.25
12/24/19	Post filing clean up.	0.75
12/31/19	Download testimonies.	0.25
TOTAL		47.50

Project: CL06609
December 1 - December 31, 2019
Time Log for Zhang, Ziwei
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
12/02/19	Worked on testimony.	2.00
12/03/19	Worked on testimony.	3.25
12/04/19	Worked on testimony.	2.25
12/05/19	Worked on testimony.	1.50
12/06/19	Worked on testimony.	0.50
12/11/19	MCOS analysis.	4.00
12/12/19	MCOS analysis.	5.75
12/13/19	MCOS analysis.	3.00
12/16/19	Preparing workbooks for audit.	2.25
12/17/19	Rate design analysis audit.	3.00
12/18/19	Creating exhibits for filing.	7.00
12/19/19	Report audit and workpapers.	7.50
12/20/19	Reviewing testimonies.	0.25
TOTAL		42.25

Project: CL06609
December 1 - December 31, 2019
Time Log for Gray, Marianne
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
12/19/19	Redacting and reviewing testimony.	0.50
TOTAL		0.50

Lefebvre, Susan

From: Nixon, Elizabeth
Sent: Tuesday, April 7, 2020 2:17 PM
To: Pelletier, Julianne; Lefebvre, Susan
Cc: Frantz, Tom
Subject: Fw: Invoices - The Brattle Group - Eversource
Attachments: 6609_Invoice_057242_Eversource_122019_3.31.2020.pdf; 6609_Invoice_057254_Eversource_012020_3.31.2020.pdf

I approve these invoices.

Liz

*Elizabeth R. Nixon
Utility Analyst
NH Public Utilities Commission
Electric Division
21 S. Fruit St., Suite 10
Concord, NH 03301-2429*

*Voice: 603-271-6018
E-mail: Elizabeth.Nixon@puc.nh.gov*

From: Enright, Toni <toni.enright@brattle.com>
Sent: Tuesday, March 31, 2020 4:41 PM
To: Nixon, Elizabeth
Cc: Frantz, Tom; Sergici, Sanem
Subject: Invoices - The Brattle Group

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hello,

Please find attached the revised invoices for December and invoices for work performed in January.

If you have any questions or need anything else, please let me know.

Best,
Toni

TONI ENRIGHT
Business Support Services Manager
The Brattle Group

Main +1.415.217.1000

brattle.com

IMPORTANT NOTICE FROM THE BRATTLE GROUP: This message, and any attachments, are intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error please notify me immediately by return email and immediately delete the original and all copies of the message and any attachments to it. Note also that nothing in this message is intended to constitute an electronic signature or otherwise to satisfy the requirements for a contract unless an express statement to the contrary is included in the message. Please ensure you have adequate virus protection before you open or use attachments. The Brattle Group does not accept any liability for viruses.

THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

CHAIR
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

April 29, 2020

Kristi Davie E-mail: kristi.davie@eversource.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by The Brattle Group, a firm contracted by the Commission. This is for work performed in the month of December 2019 and January 2020, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6078.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Susan Lefebvre".

Susan Lefebvre
Business Office

Enclosures: Invoice #12273
 Copy of The Brattle Group Invoice – December-January

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12353

Date: October 19, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

**Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE**

We have attached an invoice for expenses incurred by The Brattle Group, a firm contracted by the Commission. This is for work performed in the month of July 2020, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$5,915.00

(010-081-52160000-404989) - CE#1069642 The Brattle Group
PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

THE **Brattle** GROUP

RECEIVED

OCT 19 2020

**NH PUBLIC
UTILITIES COMMISSION**

August 28, 2020

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Re: Task 0002 – DE 19-057 Eversource

Dear Tom:

Please find enclosed an invoice for work performed through July 2020 by The Brattle Group.

A description of the work performed can be found in the time logs provided. Should you have any questions or concerns, please do not hesitate to contact me directly at (617) 864-7900.

Sincerely,

The Brattle Group, Inc.

By:



Sanem Sergici
Principal

SIS:te

Enclosures

BUS. OFF. _____	DATE _____	INV# _____
VENDOR _____	REMIT _____	AMT _____
PO# _____	LINE# _____	_____
_____	LINE# _____	_____
A/U _____	ACCT _____	_____
A/U _____	ACCT _____	_____
A/U _____	ACCT _____	_____
DESC _____	_____	_____
TOTAL _____	DUE DATE _____	_____

ONE BEACON STREET, SUITE 2600, BOSTON, MA 02108

MAIN +1.617.864.7900 | FAX +1.617.507.0063 | WEB brattle.com

NORTH AMERICA EUROPE ASIA-PACIFIC

000927

THE Brattle GROUP

August 27, 2020

In Account With:

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Invoice Number 059002
ProjectID CL-06609
Page 1 of 1

For Professional Services Rendered Through July 31, 2020

Task 2: DE 19-057 Eversource

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<u>Principals</u>			
Agustin Ros	9.00	550.00	4,950.00
Sanem Sergici	2.00	450.00	900.00
<u>Research & Litigation Analysts</u>			
Ziwei Zhang	0.25	260.00	65.00
Total Labor			<u>\$5,915.00</u>
TOTAL LABOR & EXPENSES			<u>\$5,915.00</u>

Payable upon receipt in US Dollars to: The Brattle Group
Finance Charge of 1.5% per month (18% APR) will be added to overdue invoices.

Remit To:

The Brattle Group, Inc.
One Beacon Street, Suite 2600
Boston, MA 02108

Telephone:

+1.617.864.7900

Email: billingdept@brattle.com

Project: CL06609
July 1 - July 31, 2020
Time Log for Ros, Agustin
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
07/20/20	Review case materials.	1.00
07/21/20	Review case materials.	1.00
07/22/20	Review case materials.	1.00
07/23/20	Call with client.	1.00
07/27/20	Prepare for Hearings.	1.00
07/28/20	Prepare for Hearings.	1.00
07/29/20	Prepare for Hearings.	1.00
07/30/20	Prepare for Hearings.	1.00
07/31/20	Prepare for Hearings.	1.00
TOTAL		9.00

Project: CL06609
July 1 - July 31, 2020
Time Log for Sergici, Sanem
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
07/23/20	Coordination call with staff on the Eversource hearing.	1.00
07/28/20	Review of additional case materials.	1.00
TOTAL		2.00

Project: CL06609
July 1 - July 31, 2020
Time Log for Zhang, Ziwei
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
07/31/20	Backup book.	0.25
TOTAL		0.25

Lefebvre, Susan

From: Nixon, Elizabeth
Sent: Monday, October 19, 2020 1:03 PM
To: Pelletier, Julianne; Lefebvre, Susan
Cc: Frantz, Tom; Chagnon, Richard
Subject: Fw: invoices
Attachments: The Brattle Group - July Invoice

Per your question on Eversource invoices, it looks like I may have missed sending you the July invoice. I approve both of these invoices for Eversource.

Also, checking on the Liberty June invoice. See the related email chain that is attached.

Thanks,

Liz

*Elizabeth R. Nixon
Utility Analyst
NH Public Utilities Commission
Electric Division
21 S. Fruit St., Suite 10
Concord, NH 03301-2429*

*Voice: 603-271-6018
E-mail: Elizabeth.Nixon@puc.nh.gov*

From: Enright, Toni <toni.enright@brattle.com>
Sent: Friday, October 16, 2020 11:59 AM
To: Nixon, Elizabeth; Sergici, Sanem
Subject: RE: invoices

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hello,

There was an invoice for Eversource for work performed in January. More recently, I sent invoices for Eversource for work performed in July and August. I've attached both invoices for reference. Also, I've listed below one of our invoices that is currently outstanding.

CHAIRWOMAN
Dianne Martin

COMMISSIONER
Kathryn M. Bailey

EXECUTIVE DIRECTOR
Debra A. Howland



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

Tel. (603) 271-2431

Website:
www.puc.nh.gov

PUBLIC UTILITIES COMMISSION

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

December 16, 2020

Kristi Davie E-mail: kristi.davie@eversource.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by The Brattle Group, a firm contracted by the Commission. This is for work performed in the month of July 2020, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in cursive script that reads "Susan Lefebvre".

Susan Lefebvre
Business Office

Enclosures: Invoice #12353
 Copy of The Brattle Group Invoice – July 2020

Page 2

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12352

Date: October 16, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have attached an invoice for expenses incurred by The Brattle Group, a firm contracted by the Commission. This is for work performed in the month of August 2020, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$7,760.00

(010-081-52160000-404989) - CE#1069642 The Brattle Group
PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



September 29, 2020

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Re: Task 0002 – DE 19-057 Eversource

Dear Tom:

Please find enclosed an invoice for work performed through August 2020 by The Brattle Group.

A description of the work performed can be found in the time logs provided. Should you have any questions or concerns, please do not hesitate to contact me directly at (617) 864-7900.

Sincerely,

The Brattle Group, Inc.

By:

A handwritten signature in black ink, appearing to read "Sanem Sergici".

Sanem Sergici
Principal

SIS:te

Enclosures

ONE BEACON STREET, SUITE 2600, BOSTON, MA 02108

MAIN +1.617.864.7900 | FAX +1.617.507.0063 | WEB brattle.com

NORTH AMERICA | EUROPE | ASIA-PACIFIC

000935

THE **Brattle** GROUP

September 29, 2020

In Account With:

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Invoice Number 059354
ProjectID CL-06609
Page 1 of 1

For Professional Services Rendered Through August 31, 2020

Task 2: DE 19-057 Eversource

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<u>Principals</u>			
Agustin Ros	8.00	550.00	4,400.00
Sanem Sergici	4.00	450.00	1,800.00
<u>Research & Litigation Analysts</u>			
Ziwei Zhang	6.00	260.00	1,560.00
Total Labor			<u>\$7,760.00</u>
TOTAL LABOR & EXPENSES			<u>\$7,760.00</u>

Payable upon receipt in US Dollars to: The Brattle Group (FID [REDACTED])
Finance Charge of 1.5% per month (18% APR) will be added to overdue invoices.

Remit To:

The Brattle Group, Inc.
One Beacon Street, Suite 2600
Boston, MA 02108

Telephone:

+1.617.864.7900

Email: billingdept@brattle.com

Project: CL06609
August 1 - August 31, 2020
Time Log for Ros, Agustin
Task: 0002 - Eversource Support

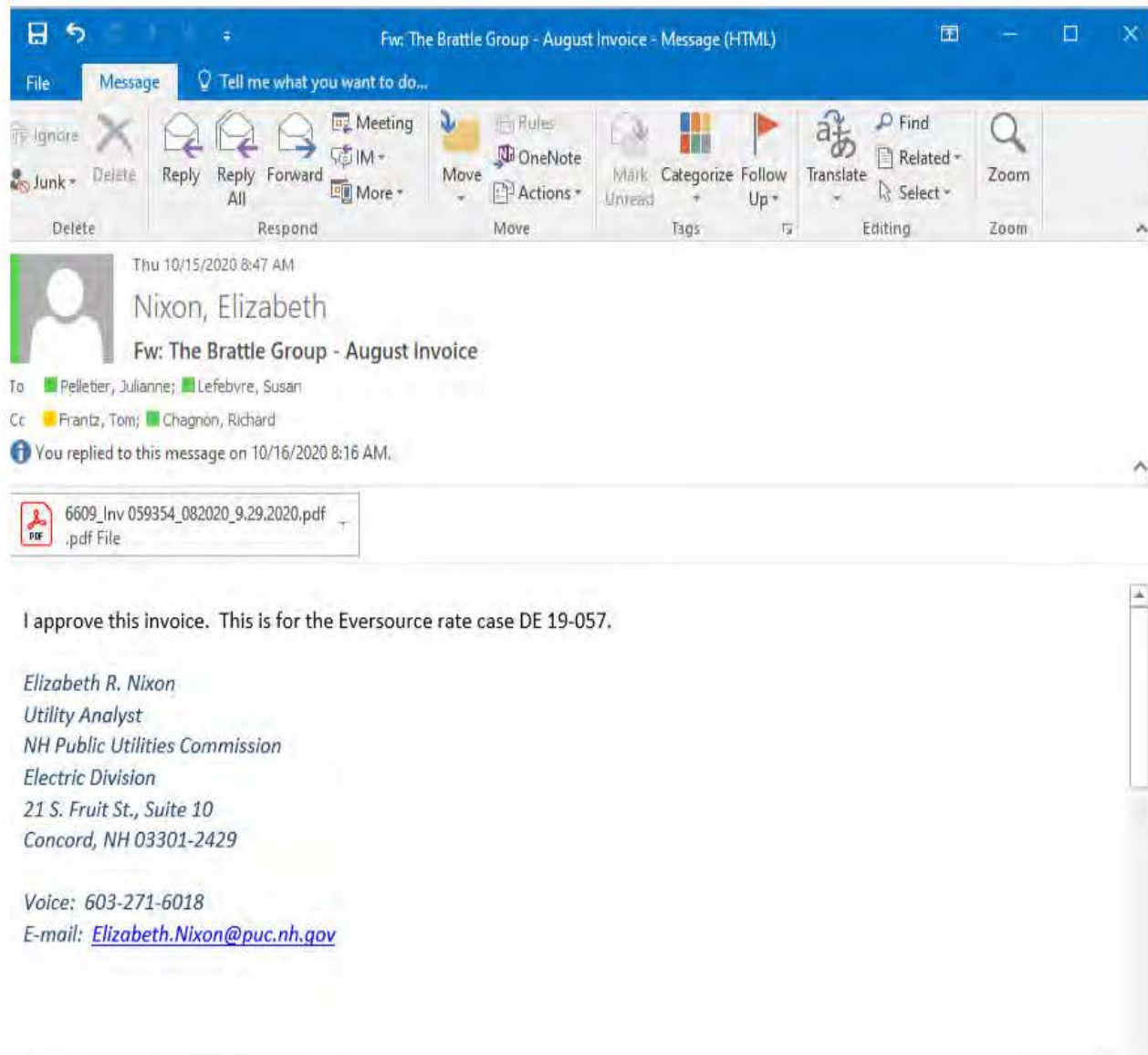
Date	Description of Activity/Tasks	Hours
08/07/20	Review materials and research MCOS studies methodologies in other states.	5.00
08/21/20	Hearing backup and prep.	2.00
08/24/20	Review materials for upcoming hearing.	1.00
TOTAL		8.00

Project: CL06609
August 1 - August 31, 2020
Time Log for Sergici, Sanem
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
08/05/20	Review rebuttal testimonies and proposed settlement.	2.00
08/06/20	Coordinate backup books.	2.00
TOTAL		4.00

Project: CL06609
August 1 - August 31, 2020
Time Log for Zhang, Ziwei
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
08/03/20	Building backup book.	2.50
08/04/20	Building backup book.	1.25
08/05/20	Researching MCOS methodology in different jurisdictions.	1.25
08/06/20	Researching MCOS methodology in different jurisdictions.	1.00
TOTAL		6.00

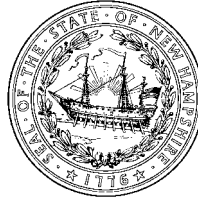


CHAIRWOMAN
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Vacant

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

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

DE 19-057
Exhibit 73 Part 3

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

October 16, 2020

Kristi Davie E-mail: kristi.davie@eversource.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by The Brattle Group, a firm contracted by the Commission. This is for work performed in the month of August 2020, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in cursive script that reads "Susan J. Lefebvre".

Susan Lefebvre
Business Office

Enclosures: Invoice #12352
 Copy of The Brattle Group Invoice – August 2020

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12365

Date: October 29, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by The Brattle Group, a firm contracted by the Commission. This is for work performed in the month of September 2020, in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$1,650.00

(010-081-52160000-404989) - CE#1069642 The Brattle Group

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



October 27, 2020

In Account With:

Tom Frantz
New Hampshire Public Utilities Commission
21 S Fruit St #10
Concord NH 03301
United States

Invoice Number 059708
ProjectID CL-06609
Page 1 of 1

For Professional Services Rendered Through September 30, 2020

Task 2: DE 19-057 Eversource

<u>Principals</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Agustin Ros	3.00	550.00	1,650.00
Total Labor			\$1,650.00
TOTAL LABOR & EXPENSES			\$1,650.00

Project: CL06609
September 1 - September 30, 2020
Time Log for Ros, Agustin
Task: 0002 - Eversource Support

Date	Description of Activity/Tasks	Hours
09/03/20	Prep for hearings.	1.00
09/04/20	Work on analysis.	1.00
09/11/20	Prep for hearings.	1.00
TOTAL		3.00

From: [Nixon, Elizabeth](#)
To: [Lefebvre, Susan](#); [Pelletier, Julianne](#)
Cc: [Chagnon, Richard](#); [Frantz, Tom](#)
Subject: Fw: The Brattle Group - September Invoice
Date: Wednesday, October 28, 2020 4:36:59 PM
Attachments: [image001.png](#)

I approve this invoice.

Elizabeth R. Nixon
Utility Analyst
NH Public Utilities Commission
Electric Division
21 S. Fruit St., Suite 10
Concord, NH 03301-2429

Voice: 603-271-6018
E-mail: Elizabeth.Nixon@puc.nh.gov

From: Enright, Toni <toni.enright@brattle.com>
Sent: Tuesday, October 27, 2020 5:14 PM
To: Nixon, Elizabeth
Cc: Frantz, Tom
Subject: The Brattle Group - September Invoice

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hello,

Please find attached an invoice for work performed in September 2020 on Task 2 – De 19-057 Eversource.

If you have any questions, please let me know.

Best,
Toni

Toni Enright (she/her/hers)
MANAGER OF BUSINESS SUPPORT SERVICES | SAN FRANCISCO
The Brattle Group
201 Mission Street, Suite 2800, San Francisco, CA, 94105
MAIN +1.415.217.1000



FAX +1.415.358.5617
EMAIL toni.enright@brattle.com
WEBSITE brattle.com

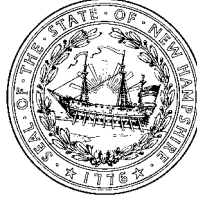
IMPORTANT NOTICE FROM THE BRATTLE GROUP: This message, and any attachments, are intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Any unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error please notify me immediately by return email and immediately delete the original and all copies of the message and any attachments to it. Note also that nothing in this message is intended to constitute an electronic signature or otherwise to satisfy the requirements for a contract unless an express statement to the contrary is included in the message. Please ensure you have adequate virus protection before you open or use attachments. The Brattle Group does not accept any liability for viruses.

CHAIRWOMAN
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Vacant

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

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

DE 19-057
Exhibit 73 Part 3

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

October 29, 2020

Kristi Davie
Eversource Energy
PO Box 330
Manchester, NH 03105
E-mail: kristi.davie@eversource.com

Dear Kristi:

We have enclosed an invoice for expenses incurred by The Brattle Group, a firm contracted by the Commission. This is for work performed in the month of September 2020, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6078.

Very truly yours,

Susan J Lefebvre

Susan Lefebvre
Business Office

Enclosures: Invoice #12365
Copy of The Brattle Group Invoice – September 2020

Page 2

STATE OF NEW HAMPSHIRE

21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12268

Date: April 14, 2020

KRISTI DAVIE _____

EVERSOURCE ENERGY _____

PO BOX 330

MANCHESTER NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

Expenses incurred by Scott J Mueller, a law firm contracted by the Commission. This is for work performed in the months of August 2019-February 2020 in reference to Eversource Rate Case.

Total Due \$61,661.17

(010-081-52150000-404991 – PO#1069477 Scott J Mueller

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

000948

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

David K. Wiesner
Director of Legal Division/Senior Hearings Examiner
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

March 28, 2020

RE: Invoice for Services - Number 0110

Dear David:

Attached is the invoice for legal services regarding advice and representations for Staff in DE 19-057 for the period August 1, 2019 through September 31, 2019 (Invoice Number 0110).

Please make checks payable to Scott J. Mueller and forward to the address shown above.

Please let me know if you have any questions.

Very truly yours,

Scott

Scott J. Mueller

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

Invoice No. 0110 for Services Provided to NHPUC Staff – DE 19-057
August 1, 2019 through September 30, 2019

Review rate case filing and discovery, draft and negotiate Non Disclosure Agreements; prepare for and participate in technical sessions; draft and prepare data requests.

Fees for Services:	47.7 hours @ \$285.00/hr	\$	13,594.50
Total Disbursements		\$	227.12
Total Due:		\$	13,821.62

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

Date	Description	Hours
08/15/19	Review Eversource rate filing and testimony	4.8
08/19/19	Review Eversource rate filing and testimony	4.6
08/22/19	Meet with NHPUC Staff re rate case issues and assignments	2.5
08/26/19	Review discovery responses; related telephone conferences (TCs) and Emails (EMs).	3.3
08/29/19	Draft Nondisclosure Agreement for Brattle and Eversource consultants; related TCs and EMs.	1.2
09/03/19	Revise and negotiate NDA; call with Staff to prepare for technical session	2.8
09/04/19	Revise and negotiate NDA; prepare for technical session	2.5
09/05/19	Prepare for and attend technical session	7.2
09/06/19	Prepare for and attend tech session related TCs and EMs.	8.8
09/09/19	Continue negotiating NDA; prepare follow-up data requests from tech session; related TCs and EMs.	1.8
09/11/19	Participate in weekly call with witnesses; wrap up NDA.	0.7

09/17/19	Research merger cost issue and prepare data requests; on merger cost and rate case expense; related TCs and EMs.	3.2
09/19/19	Review 11 th set of data requests; finalize and prepare for filing.	2.4
09/27/19	Participate in weekly call with expert witnesses; prepare additional data requests; provide clarification on 11 th Set; related TCs and EMs.	1.9
TOTAL		47.7

Total Legal Services:	47.7 hours @ \$285.00/hr	=	\$ 13,594.50
Disbursements:	Hampton Inn, Concord 09/06/19		\$ 184.21
	Chen Yang Li Restaurant 09/05/19		\$ 42.91

Total Amount Due by 11/29/19: \$ 13,821.62

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

David K. Wiesner
Director of Legal Division/Senior Hearings Examiner
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

March 28, 2020

RE: Invoice for Services - Number 0120

Dear David:

Attached is the invoice for legal services regarding advice and representations for Staff in DE 19-057 for the period October 1, 2019 through November 30, 2019 (Invoice Number 0120).

Please make checks payable to Scott J. Mueller and forward to the address shown above.

Please let me know if you have any questions.

Very truly yours,

Scott

Scott J. Mueller

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

Invoice No. 0120 for Services Provided to NHPUC Staff – DE 19-057
October 1, 2019 through November 30, 2019

Review rate case filing and discovery; prepare for and participate in technical sessions; draft and prepare data requests; review Eversource orders in other jurisdictions; related research.

Fees for Services:	45.4 hours @ \$285.00/hr	\$	12,939.00
Total Disbursements		\$	274.72
Total Due:		\$	13,213.72

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

Date	Description	Hours
10/10/19	Draft additional follow-up DRs on merger costs/savings; related research; review additional DR from outside experts.	3.5
10/11/19	Review and comment on additional DRs; related telephone calls (TCs) and emails (EMs)	1.9
10/23/19	Review discovery responses and rate case filing to identify issues for Staff testimony	2.4
10/24/19	Meet with Staff witnesses to discuss issues for tech session and testimony; review discovery responses in preparation for tech session; related TCs and EMs).	5.2
10/25/19	Prepare for tech session; draft follow-up DRs; review and comment on expert witness questions for tech session related TCs and EMs.	4.2
10/28/19	Prepare for and attend technical session; follow-up meetings with Staff and witness.	7.8
10/29/19	Prepare for and attend technical session; follow-up meetings with Staff and witness.	8.4
10/31/19	Research re “good will” issues; related TCs and EMs.	2.9
11/01/19	Review and revise tech session follow-up data requests; follow-up TCs and EMs.	2.8
11/08/19	Call with Staff to discuss capital investment issues; follow-up TCs and EMs.	1.4
11/11/19	Review and comment on consumer service issues; review and revise testimony outline; related TCs and EMs.	2.5

11/18/19	Review responses to tech session data request; planning for preparation of Staff testimony.	2.4
TOTAL		45.4

Total Legal Services: 45.4 hours @ \$285.00/hr = \$ 12,939.00

Disbursements:	Residence Inn, Concord 10/29/19	\$	206.00
	In a Pinch Café, 10/28/19	\$	13.29
	Smoke Show BBQ 10/28/19	\$	38.90
	Federal Café, 10/29/19	\$	16.53

Total Disbursements	\$ 274.72
---------------------	-----------

Total Amount Due by 11/29/19: \$ 13,213.72

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

David K. Wiesner
Director of Legal Division/Senior Hearings Examiner
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

March 29, 2020

RE: Invoice for Services - Number 0130

Dear David:

Attached is the invoice for legal services regarding advice and representations for Staff in DE 19-057 for the period December 1, 2019 through January 31, 2020 (Invoice Number 0130).

Please make checks payable to Scott J. Mueller and forward to the address shown above.

Please let me know if you have any questions.

Very truly yours,

Scott

Scott J. Mueller

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

Invoice No. 0130 for Services Provided to NHPUC Staff – DE 19-057
December 1, 2019 through January 31, 2020

Review rate case filing and discovery; draft and revise data requests; review Eversource orders in other jurisdictions; review and revise Staff testimony and related research.

Fees for Services:	76.2 hours @ \$285.00/hr	\$	21,717.00
Total Disbursements		\$	797.21
Total Due:		\$	22,514.21

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

Date	Description	Hours
12/10/19	Follow-up with witnesses on status of testimony; review data requests on capital expenditures; follow-up TCs and EMs	3.5
12/11/19	Draft AN testimony on customer services issues; outline testimony on merger costs and savings; review data responses for testimony	6.2
12/12/19	Draft Q&As on merger costs/savings; review DRs on cap ex issues; attention to AN testimony; follow-up with witnesses of status of testimony drafts; follow-up TCs and EMs (on-site at PUC)	5.7
12/13/19	Meet with Staff witnesses to discuss issues for tech session and testimony; review discovery responses in preparation for tech session; related TCs and EMs).	5.2
12/16/19	Work with witnesses on draft testimony; review and comment on Brattle testimony draft; follow-up EMs and TCs.	5.8
12/17/19	(on-site at PUC) Review and comment on Staff and expert witness testimony; attention to treatment of confidential docs; internal meetings; follow-up TCs and EMs	9.8
12/18/19	(on-site at PUC) Review and comment on Staff and expert witness testimony; attention to treatment of confidential docs; internal meetings; follow-up TCs and EMs	8.4
12/19/19	(on-site at PUC) Review and comment on Staff and expert witness testimony; attention to treatment of confidential docs; internal meetings; follow-up TCs and EMs.	10.5
12/20/19	(on-site at PUC) Review and comment on Staff and expert witness testimony; attention to treatment of confidential docs; internal meetings; follow-up TCs and	8.6

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

	EMs	
01/06/20	Attention to corrections to JD's testimony – confidentiality issues	0.5
01/14/20	Review Eversource 1st set of discovery to Staff	1.3
01/22/20	Conference call to discuss objections to Eversource data requests	2.4
01/23/20	Draft objections to Eversource data requests	1.5
01/24/20	Conference call with Brattle to review discovery requests	0.5
01/27/20	Finalize and submit objections to Eversource discovery requests	1.8
01/29/20	Review and comment on Staff's responses to Eversource discovery	2.0
01/30/20	Review and comment on Staff's responses to Eversource discovery	1.3
01/31/20	Review and comment on Staff's responses to Eversource discovery	1.2
TOTAL		76.2

Total Legal Services: 76.2 hours @ \$285.00/hr = \$ 21,717.00

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

Disbursements:	Hampton Inn, Concord 12/13/19	\$	127.12
	Chen Yang Li, 12/13/19	\$	48.89
	Hotel Concord, 12/17-20/19	\$	516.99
	Siam Orchard, 12/17/19	\$	41.44
	O'Steaks and Seafood 12/18/19	\$	28.34
	Margarita's 12/19/19	\$	34.43
Total Disbursements		\$	797.21

Total Amount Due by 11/29/19: \$ 22,514.21

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

David K. Wiesner
Director of Legal Division/Senior Hearings Examiner
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

March 29, 2020

RE: Invoice for Services - Number 0140

Dear David:

Attached is the invoice for legal services regarding advice and representations for Staff in DE 19-057 for the period February 1 through February 29, 2020 (Invoice Number 0140).

Please make checks payable to Scott J. Mueller and forward to the address shown above.

Please let me know if you have any questions.

Very truly yours,

Scott

Scott J. Mueller

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

Invoice No. 0140 for Services Provided to NHPUC Staff – DE 19-057
February 1, 2020 through February 29, 2020.

Review rate case filing and discovery; prepare for and participate in technical sessions; draft and prepare supplemental data requests.

Fees for Services:	41.7 hours @ \$285.00/hr	\$	11,884.50
Total Disbursements		\$	227.12
Total Due:		\$	12,111.62

SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

Date	Description	Hours
02/11/20	Participate in conference calls in preparation for technical sessions; review discovery responses and prepare for technical session.	3.7
02/12/20	Prepare for and attend technical session on Staff Testimony; follow-up TCs and EMs	8.2
02/13/20	Meet with Staff on outstanding issues; discuss technical session follow-up data responses	2.4
02/18/20	Prepare outline of outstanding issues; follow-up TCs and EMs.	2.8
02/20/19	Prepare for and participate in meeting with Staff and Eversource re; potential settlement issues; related TCs and EMs.	3.2
02/21/20	Review and comment on Jay D's responses to supplemental data requests; prepare filing letter and submit same; follow-up EMs and TCs.	3.5
02/25/20	Prepare for and participate in conference call to review outstanding rate case issues; follow-up TCs and EMs.	2.8
TOTAL		26.6

Total Legal Services: 26.6 hours @ \$285.00/hr = \$ 7,581.00

Disbursements: None

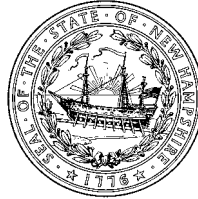
Total Amount Due by 11/29/19: \$ 7,581.00

CHAIRMAN
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaino

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

DE 19-057
Exhibit 73 Part 3

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

April 14, 2020

Kristi Davie
Eversource Energy
P.O. Box 330
Manchester, NH 03105

Dear Kristi:

We are enclosing an invoice for the expenses incurred by Scott J Mueller, a law firm contracted by the Commission. This is for work performed in the months of August 2019-February 2020 in reference to Eversource Rate Case.

It would be much appreciated if payment could be returned to the Commission within 15 days. If you have any questions, please do not hesitate to contact me. 603-271-6078.

Very truly yours,

4/14/2020

X Susan Lefebvre

Susan Lefebvre
Accountant II-Business Office
Signed by: susan.j.lefebvre

Enclosure: Invoice #12268
Copy of Scott J Mueller Invoices 0110,0120,0130,0140

From: [Chagnon, Richard](#)
To: [Wiesner, David K](#); [Pelletier, Julianne](#); [Amidon, Suzanne](#)
Cc: [Frantz, Tom](#); [Howland, Debra](#)
Subject: RE: NHPUC Eversource Rate Case Legal Services Contract
Date: Monday, March 30, 2020 10:03:29 AM

Hi Dave:

I have reviewed Scott Mueller's four invoices covering charges from August 2019 through February 2020. These charges appear appropriate and consistent with the work on the Eversource rate case. If I can assume that Scott is not required to include receipts for hotel stays and meals, then his charges for disbursements appear appropriate. I do notice that within these disbursements that Scott does not include any charges for travel mileage or tolls. I guess it's possible that he does not intend to, or may in the future.

Based on the above review, I recommend payment for these invoices be approved.

Please let me know if you have any questions regarding this.

Thanks, Rich

From: Wiesner, David K <David.Wiesner@puc.nh.gov>
Sent: Monday, March 30, 2020 9:20 AM
To: Pelletier, Julianne <Julianne.Pelletier@puc.nh.gov>; Amidon, Suzanne <Suzanne.Amidon@puc.nh.gov>; Chagnon, Richard <Richard.Chagnon@puc.nh.gov>
Cc: Frantz, Tom <Tom.Frantz@puc.nh.gov>; Howland, Debra <Debra.Howland@puc.nh.gov>
Subject: FW: NHPUC Eversource Rate Case Legal Services Contract

FYI, I just received these invoices from Scott Mueller. I would suggest that Suzanne and Rich take a look at them, and I will as well. Juli, please let us know if the form and content are sufficient from your perspective. Note he is well under-budget and that is very good news. Dave

From: Sjmuelier <scott.mueller76@gmail.com>
Sent: Monday, March 30, 2020 9:07 AM
To: Wiesner, David K <David.Wiesner@puc.nh.gov>
Subject: Re: NHPUC Eversource Rate Case Legal Services Contract

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hi David:

I hope you are surviving these trying times.

The issue with the invoices is on my end, not yours.

Attached please find invoices for services through February 2020.

I am well with in the not-to-exceed budget amount of \$250,000, as billings to date are just under \$62,000, including disbursements.

Let me know if you have any questions or comments.

Best regards,

Scot

Scott J. Mueller
Scott J. Mueller Law Office
16 Conant Road
Chestnut Hill, MA 02467
scott@sjmuellerlaw.com
978.460.0693

On Mar 27, 2020, at 5:44 PM, Wiesner, David K <David.Wiesner@puc.nh.gov> wrote:

Hi Scott,

Hope this finds you staying safe and healthy. I wanted to check in with you regarding the legal services contract for the Eversource rate case and the not-to-exceed budget amount of \$250,000. I'm not sure I have ever seen any invoices for your services to date, which may just be an issue on our end. Could you please give me a call at (603) 271-6006 when you have a chance so we can touch base?

Thanks, Dave

David K. Wiesner
Director of Legal Division/Senior Hearings Examiner
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429
603.271.2431 (phone)
603.271.3878 (fax)
David.Wiesner@puc.nh.gov

THIS TRANSMITTAL AND ATTACHED ACCOMPANYING DOCUMENTS (if any) IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, PROPRIETARY, AND/OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or an employee or agent who is responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication, in any manner or form, is strictly

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Page 2

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12316

Date: August 13, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO BOX 330

MANCHESTER NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

Expenses incurred by Scott J Mueller, a law firm contracted by the Commission. This is for work performed in the months of March-July 2020 in reference to Eversource Rate Case.

Total Due \$28,671.00

(010-081-52150000-404991 – PO#1069477 Scott J Mueller

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

David K. Wiesner
Director of Legal Division
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

August 11, 2020

RE: Invoice for Services - Number 0150

Dear David:

Attached is the invoice for legal services regarding advice and representations for Staff in DE 19-057 for the period March 1, 2020 through April 30, 2020 (Invoice Number 0150).

Please make checks payable to **Scott J. Mueller** and forward to **(please note new address):**

Scott J. Mueller
87 Loop Road
Falmouth, MA 02540

Please let me know if you have any questions.

Very truly yours,

Scott

Scott J. Mueller

Cc: Richard Chagnon

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

Invoice No. 0150 for Services Provided to NHPUC Staff – DE 19-057
March 1, 2020 through April 30, 2020.

Review rate case rebuttal testimony and discovery; prepare for and participate in discussions for settlement; draft and prepare supplemental data requests; prepare for evidentiary hearings and other tasks as assigned.

Fees for Services:	34.2 hours @ \$285.00/hour	\$ 9,747.00
Total Disbursements		\$ none
Total Due:		\$ 9,747.00

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

Date	Description	Hours
03/05/20	Review Eversource rebuttal testimony: Horton/Dixon; Menard, Lajoie and Plante; Allen and Van Dam and Purington.	3.2
03/06/20	Review Eversource rebuttal testimony: Connor; Bulkley; Nieto and Davis.	2.8
03/09/20	Review rebuttal testimony and attachments; compare Menard and Dudley testimony – prepare outline of same.	1.6
03/10/20	Review data requests on Eversource rebuttal testimony; related telephone calls (TCs) and emails (EMs).	0.5
03/17/19	Review outline of Eversource rebuttal issues and potential settlement proposal: related TCs and EMs.	1.2
03/18/20	Review Jay Dudley’s revised calculation of proposed disallowances for capital additions based on Eversource rebuttal testimony; follow-up EMs and TCs.	0.6
03/31/20	Review revised revenue requirement from Donna M. based on Eversource rebuttal; follow-up TCs and EMs.	0.4
04/08/20	Review rebuttal testimony and draft outlines of settlement docs; related TCs and EMs.	1.7
04/09/20	Prepare for and participate in conf. call re settlement proposal; related TCs and EMs.	4.4
04/10/20	Prepare for and participate in conf. call re settlement proposal; related TCs and EMs.	3.8

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

04/14/20	Review and edit settlement proposal; review Eversource and Staff testimony re: litigation risks; related TCs and EMs.	3.8
04/15/20	Prepare for and participate in settlement discussions with Staff and OCA; prepare for and participate in settlement discussions with Eversource, related TCs and EMs.	4.5
04/16/20	Review testimony, discovery and docket to prepare for hearings, related TCs and EMs.	2.6
04/20/20	Review discovery and outline issues for cross for hearing, related TCs and EMs.	3.1
TOTAL		34.2

Total Legal Services: 34.2 hours @ \$285.00/hour = \$ 9,747.00

Disbursements: None

Total Amount Due by 08/29/2020 \$ 9,747.00

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

David K. Wiesner
Director of Legal Division
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

August 11, 2020

RE: Invoice for Services - Number 0155

Dear David:

Attached is the invoice for legal services regarding advice and representations for Staff in DE 19-057 for the period May 1, 2020 through June 30, 2020 (Invoice Number 0155).

Please make checks payable to **Scott J. Mueller** and forward to **(please note new address)**:

Scott J. Mueller
87 Loop Road
Falmouth, MA 02540

Please let me know if you have any questions.

Very truly yours,

Scott

Scott J. Mueller

Cc: Richard Chagnon

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

Invoice No. 0155 for Services Provided to NHPUC Staff – DE 19-057
May 1, 2020 through June 30, 2020.

Review rate case updated testimony and discovery; prepare for and participate in discussions for settlement; prepare for evidentiary hearings and other tasks as assigned.

Fees for Services:	22.6 hours @ \$285.00/hour	\$ 6,441.00
Total Disbursements		\$ none
Total Due:		\$ 6,441.00

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

Date	Description	Hours
05/07/20	Review recent pleadings and research Eversource cases and testimony in CT and MA; hearing preparation.	1.7
05/28/20	Review order on scope of rate case (EV investment) and settlement in Liberty rate case; prepare for hearings; related telephone calls (TCs) and emails (EMs).	2.4
06/03/20	Prepare for and participate in conference call re: rate case planning; review discovery.	1.5
06/05/20	Review discovery and order opening COVID docket; related TCs and emails EMs.	0.8
06/10/19	Review capital additions testimony and discovery; planning for rate case hearings and related TCs and EMs.	1.6
06/11/20	Review J. Dudley testimony and Eversource rebuttal; conference call on rate case planning; follow-up EMs and TCs.	1.8
06/12/20	Prepare for and participate in conference call re: updated testimony and rate case planning; follow-up TCs and EMs.	2.0
06/16/20	Review order on AARP motion and updated testimony; review discovery and work on hearing preparations; related TCs and EMs.	1.5
06/22/20	TCs and EMs re: planning for updated testimony and rate case hearings; review and comment on J. Dudley's outline of analysis of capital addition disallowances.	2.6

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

06/24/20	Review analysis of capital addition disallowances; review MA DPU filings re: same; related TCs and EMs.	3.8
06/30/20	Prepare for and participate in conference call regarding updated testimony and capital additions issues; review discovery and testimony and related research to prepare for hearings; related TCs and EMs.	2.9
TOTAL		22.6

Total Legal Services: 22.6 hours @ \$285.00/hour = \$ 6,441.00

Disbursements: None

Total Amount Due by 08/29/2020 \$ 6,441.00

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

David K. Wiesner
Director of Legal Division
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

August 11, 2020

RE: Invoice for Services - Number 0160

Dear David:

Attached is the invoice for legal services regarding advice and representations for Staff in DE 19-057 for the period July 1, 2020 through July 31, 2020 (Invoice Number 0160).

Please make checks payable to **Scott J. Mueller** and forward to **(please note new address)**:

Scott J. Mueller
87 Loop Road
Falmouth, MA 02540

Please let me know if you have any questions.

Very truly yours,

Scott

Scott J. Mueller

Cc: Richard Chagnon

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

Invoice No. 0160 for Services Provided to NHPUC Staff – DE 19-057
July 1, 2020 through July 30, 2020.

Review rate case updated testimony and discovery; prepare for and participate in discussions for settlement; prepare for evidentiary hearings and other tasks as assigned.

Fees for Services:	43.8 hours @ \$285.00/hour	\$ 12,483 .00
Total Disbursements	None	
Total Due:		\$ 12,483.00

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

Date	Description	Hours
07/02/20	Telephone calls (TCs) and emails (EMs) regarding J. Dudley's updated testimony; review Eversource rebuttal testimony on capital additions.	1.5
07/06/20	Prepare for and participate in conference call on planning for rate case hearing; related telephone calls (TCs) and emails (EMs).	2.8
07/08/20	Review and comment on J. Dudley updated testimony; planning for hearings; related TCs and EMs.	1.7
07/09/20	Review Staff audit of Eversource and comment on J. Dudley updated testimony; planning for hearings; related TCs and EMs.	1.8
07/10/20	Review and comment on J. Dudley updated testimony; review testimony on cap additions in Eversource gas rate case in MA; planning for hearings; related TCs and EMs.	2.6
07/14/20	Review rate case discovery and exhibits in preparations for hearings and further settlement discussions; related TCs and EMs.	1.4
07/15/20	Review and comment on J. Dudley updated testimony; follow-up TCs and EMs.	2.3
07/16/20	Review and edit J.R. Woolridge updated testimony; review and edit J. Dudley updated testimony; prepare both for filing; attention to hearing preparation; related TCs and EMs.	5.2
07/17/20	Review OCA motion for reconsideration; review Eversource supplemental testimony; continue rate case hearing prep	2.5
07/21/20	Conference call with attorneys re: rate case hearing prep; related TCs and EMs.	2.1

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 *** 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 * F 774.763.6973 * scott@sjmuellerlaw.com

07/22/20	Review Eversource counter-offer for settlement; related TCs and EMs.	1.9
07/23/20	Prepare for and participate in conference call regarding rate design issues and litigation positions; participate in web ex regarding planning for remote hearings; attention to discovery; related TCs and EMs.	2.6
07/27/20	Prepare for and participate in conference call regarding litigation risk, settlement and hearing preparation; related TCs and EMs.	3.8
07/28/20	Prepare for and participate in conference call regarding Eversource settlement offer, litigation risk and potential counter; related TCs and EMs.	3.7
07/30/20	Review JR Woolridge data responses; review and comment on hearing schedule; prepare for and participate in conference call regarding Eversource settlement offer and potential counter; related TCs and EMs.	4.5
07/31/20	Review summary of settlement positions; prepare for and participate in conference call regarding Eversource settlement offer and potential counter; review and comment on hearing schedule; related TCs and EMs.	3.4
TOTAL		43.8

Total Legal Services: 43.8 hours @ \$285.00/hour = \$ 12,483.00

Disbursements: None

Total Amount Due by 08/29/2020 \$ 12,483.00


RE: DE 19-057 - PSNH/Eversource Rate Case - Invoices for Legal Services - Message (HTML)

File Message Tell me what you want to do...

Ignore Delete Reply Reply All Forward More Meeting Move OneNote Mark Unread Categorize Follow Up Translate Find Related Select Zoom

Delete Respond Move Tags Editing Zoom

Thu 8/13/2020 8:16 AM

 Chagnon, Richard

RE: DE 19-057 - PSNH/Eversource Rate Case - Invoices for Legal Services

To: Lefebvre, Susan

Hi Susan;

I had not received them until last night. I did review them and approve these.

Thanks, Rich

From: Lefebvre, Susan <Susan.Lefebvre@puc.nh.gov>
Sent: Thursday, August 13, 2020 7:35 AM
To: Chagnon, Richard <Richard.Chagnon@puc.nh.gov>
Subject: FW: DE 19-057 - PSNH/Eversource Rate Case - Invoices for Legal Services

Hi Rich,
I'm not sure if you received these invoices. Could you review and approve and then I will get them assessed out. Thanks!

Regards,
Susan

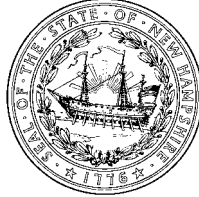
Susan J Lefebvre
Accountant II-Business Office
NH Public Utilities Commission
21 S Fruit St
Concord, NH 03301
susan.lefebvre@puc.nh.gov
603-271-6078

CHAIRWOMAN
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaino

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

DE 19-057
Exhibit 73 Part 3

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

August 13, 2020

Kristi Davie
Eversource Energy
P.O. Box 330
Manchester, NH 03105

Dear Kristi:

We are enclosing an invoice for the expenses incurred by Scott J Mueller, a law firm contracted by the Commission. This is for work performed in the months of March-July 2020 in reference to Eversource Rate Case.

It would be much appreciated if payment could be returned to the Commission within 15 days. If you have any questions, please do not hesitate to contact me. 603-271-6078.

Very truly yours,

A handwritten signature in cursive script that reads "Susan J. Lefebvre".

Susan Lefebvre
Business Office

Enclosure: Invoice #12316
Copy of Scott J Mueller Invoices 0150, 0155, 0160

STATE OF NEW HAMPSHIRE

21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12381

Date: December 10, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO BOX 330

MANCHESTER NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

Expenses incurred by Scott J Mueller, a law firm contracted by the Commission. This is for work performed in the months of August 2020-November 2020 in reference to Eversource Rate Case.

Total Due \$47,680.50

(010-081-52150000-404991 – PO#1069477 Scott J Mueller

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 ✦✦ 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 ✦ F 774.763.6973 ✦ scott.mueller76@gmail.com

RECEIVED

DEC 09 2020

December 8, 2020

David K. Wiesner
Director of Legal Division
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

NH PUBLIC
UTILITIES COMMISSION

RE: Invoice for Legal Services - Number 0170

Dear David:

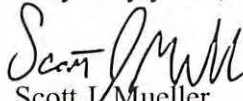
Attached is the invoice for legal services regarding advice and representations for Staff in DE 19-057 for the period August 1, 2020 through September 30, 2020 (Invoice Number 0170).

Please make checks payable to **Scott J. Mueller** and forward to (please note new address):

Scott J. Mueller
87 Loop Road
Falmouth, MA 02540

Please let me know if you have any questions.

Very truly yours,


Scott J. Mueller

Cc: Richard Chagnon

BUS. OFF.	DATE	INV#
VENDOR	REMIT	AMT
PO#	LINE#	
	LINE#	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 ✧✧ 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 ✧ F 774.763.6973 ✧ scott.mueller76@gmail.com

Invoice No. 0170 for Services Provided to NHPUC Staff – DE 19-057
August 1, 2020 through September 30, 2020.

Review and file rate case discovery; prepare for and participate in settlement discussions;
finalize settlement documents; prepare for hearings and other tasks as assigned.

Fees for Services:	64.7 hours @ \$285.00/hour	\$ 18,439.50
Total Disbursements	None	
Total Due:		\$ 18,439.50



SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 ✦✦ 16 Conant Rd., Chestnut Hill, MA 02467

P 978.460.0693 ✦ F 774.763.6973 ✦ scott.mueller76@gmail.com

Date	Description	Hours
08/03/20	Review and comment on settlement counter; conference call with Staff; review and comment on agenda for hearings; review discovery for hearing prep; related telephone calls (TCs) and emails (EMs).	4.5
08/04/20	Attention to staff data responses (Jay D. and Randy W.); prepare for rate case hearings; related telephone calls (TCs) and emails (EMs).	2.8
08/05/20	Prepare Randy W. data responses for filing; review and comment on J. Dudley data responses; prepare cover letter for filing data responses; attention to RW attachments: planning for hearings; related TCs and EMs.	3.7
08/06/20	Review discovery and rebuttal testimony to prepare for evidentiary hearings; related TCs and EMs.	4.5
08/07/20	Review and comment on OCA's response to counter settlement; conference call with Staff on settlement; review; edit Jay D's of management audit process for settlement; related TCs and EMs.	2.6
08/10/20	Discuss settlement and litigation risks on litigating certain issues; conference call with Staff on settlement; conference call with OCA on settlement; related TCs and EMs.	4.4
08/13/20	Review and comment on settlement matrix; compare to draft term sheet; follow-up TCs and EMs.	2.3
08/14/20	Review and comment on Eversource latest settlement in principle document; related TCs and EMs.	1.7
08/28/20	Conference call on status of settlement and outstanding issues; review and discuss The Way Home settlement proposal; related EMs and TCs.	2.8
09/03/20	Prepare for and participate in conf. call with Eversource on settlement - rate design, fee free issues; related TCs and EMs.	5.2

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 ✦ 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 ✦ F 774.763.6973 ✦ scott.mueller76@gmail.com

09/08/20	Prepare for and participate in conference call on settlement issues - rate design, fee free and other issues; related TCs and EMs.	3.4
09/09/20	Prepare for and participate in conference call regarding settlement; related TCs and EMs.	5.5
09/15/20	Prepare for and participate in conference call regarding prep for settlement negotiations; related TCs and EMs.	4.8
09/16/20	Prepare for and participate in conference call/settlement negotiations on rate design and other issues related TCs and EMs.	4.6
09/21/20	Discussions re status of settlement and process for hearings; related TCs and EMs.	1.5
09/24/20	Review EV group edits to settlement; conference call with legal group on next steps for settlement and hearing prep; related TCs and EMs.	2.3
09/25/20	Review AARP Motion; related TCs and EMs.	0.7
09/28/20	Review and comment on draft of settlement agreement.	2.8
09/29/20	Review draft settlement and discuss on Staff conference call; attention to preparation of settlement; related EMs and TCs	4.6
TOTAL		64.7

Total Legal Services: 64.7 hours @ \$285.00/hour = \$ 18,439.50

Disbursements: None

Total Amount Due by 01/07/2021 \$ 18,439.50

Lefebvre, Susan

From: Wiesner, David K
Sent: Wednesday, December 9, 2020 9:44 AM
To: Lefebvre, Susan
Cc: Pelletier, Julianne
Subject: FW: Invoices for Legal Services - DE 19-057 (Atty Mueller)
Attachments: NHPUC Invoice AugustSeptember 2020.pdf; NHPUC Invoice OctoberNovember 2020 copy.pdf

Susan, These Scott Mueller invoices do not require redaction so please just send them to Eversource for payment. Note Attorney Mueller has indicated a new mailing address in the invoices. Thanks, Dave

From: Chagnon, Richard <Richard.T.Chagnon@puc.nh.gov>
Sent: Tuesday, December 8, 2020 6:08 PM
To: Wiesner, David K <David.K.Wiesner@puc.nh.gov>; Lefebvre, Susan <Susan.J.Lefebvre@puc.nh.gov>
Subject: FW: Invoices for Legal Services - DE 19-057 (Atty Mueller)

Hi Susan and Dave:

Just in case you wanted me to review these invoices, I figured I would get to them right away, before they get buried in email land.

I have reviewed both invoices that include charges from August through November 2020. I crossed checked the dates and work reported on these invoices for accuracy. I do recommend approving both of these invoices.

Thanks, Rich

From: Scott M <scott.mueller76@gmail.com>
Sent: Tuesday, December 8, 2020 12:36 PM
To: Wiesner, David K <David.K.Wiesner@puc.nh.gov>
Cc: Chagnon, Richard <Richard.T.Chagnon@puc.nh.gov>
Subject: Invoices for Legal Services - DE 19-057

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

David and Rich:

Attached please find my invoices for legal services for August and September, 2020 and October and November, 2020.

This will be my last invoices for this matter.

It was a pleasure to work with the Staff on this case - thank you for the opportunity.

Please let me know if you have any questions.

Wishing you and your families a safe and happy holiday season,

Scott

Scott J. Mueller Law Office
87 Loop Road
Falmouth, MA 02540
774.763.6973
scott.mueller76@gmail.com

16 Conant Road
Chestnut Hill, MA 02467
978.460.0693
scott@sjmuellerlaw.com

SCOTT J. MUELLER LAW OFFICE
87 Loop Rd., Falmouth, MA 02540 ✦✦ 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 ✦ F 774.763.6973 ✦ scott.mueller76@gmail.com

David K. Wiesner
Director of Legal Division
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

December 8, 2020

RECEIVED

DEC 09 2020

**NH PUBLIC
UTILITIES COMMISSION**

RE: Invoice for Legal Services - Number 0180

Dear David:

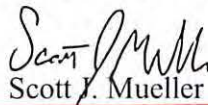
Attached is the invoice for legal services regarding advice and representations for Staff in DE 19-057 for the period October 1, 2020 through November 30, 2020 (Invoice Number 0180).

Please make checks payable to **Scott J. Mueller** and forward to **(please note new address)**:

Scott J. Mueller
87 Loop Road
Falmouth, MA 02540

Please let me know if you have any questions.

Very truly yours,


Scott J. Mueller

cc: Richard Chagnon

BUS. OFF.	DATE	INV#
VENDOR	REMIT	AMT
PO#	LINE#	
	LINE#	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

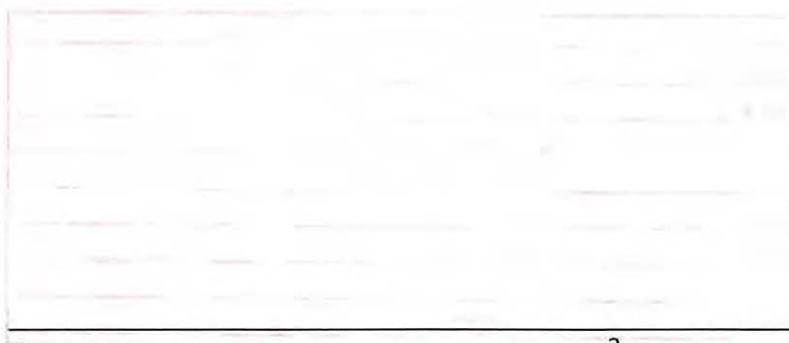
SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 ✦✦ 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 ✦ F 774.763.6973 ✦ scott.mueller76@gmail.com

Invoice No. 0180 for Services Provided to NHPUC Staff – DE 19-057
October 1, 2020 through November 30, 2020.

Prepare for and participate in discussions for settlement; prepare for and attend hearings on
settlement; draft final order and other tasks as assigned.

Fees for Services:	102.6 hours @ \$285.00/hour	\$ 29,241.00
Total Disbursements	None	
Total Due:		\$ 29,241.00



SCOTT J. MUELLER LAW OFFICE

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P 978.460.0693 ✦ F 774.763.6973 ✦ scott.mueller76@gmail.com

Date	Description	Hours
10/02/20	Review and comment on OCA's further mark-up of settlement docs; conference call with legal Staff; prepare for and attend settlement negotiations; related telephone calls (TCs) and emails (EMs).	4.7
10/07/20	Review and edit Settlement Agreement; prepare for and participate in further settlement negotiations and review of settlement docs; prepare for settlement hearings; related TCs and EMs.	6.4
10/09/20	Conf call with legal staff to plan for settlement hearings; develop witness list; review hearing process and plan for witness prep; related TCs and EMs.	3.8
10/13/20	Discuss settlement hearings and witness panels; prepare for hearing; related TCs and EMs.	4.6
10/15/20	Prepare for and participate in settlement discussions and hearing prep; attention to exhibit list; follow-up TCs and EMs.	3.5
10/16/20	Review recent Commission rate case orders and discuss same; prep for settlement hearings; related TCs and EMs.	1.8
10/20/20	Conference call on hearing preparation, witness panels and mock cross; draft mock cross questions; related EMs and TCs.	2.8
10/21/20	Review and comment on Q&As for hearing; draft mock cross for Jay D.; discuss same with Suzanne A. and revise; related EMs and TCs.	5.4
10/22/20	Attention to hearing prep; draft and revise direct Q&As and mock cross questions; related emails and TCs.	4.5

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 ✦ 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 ✦ F 774.763.6973 ✦ scott.mueller76@gmail.com

10/23/20	Prepare for hearings on settlement; attention to witness direct Q&As and potential issues/questions for cross; review transcript from Liberty rate case settlement hearings; prepare for and participate in conf call for settlement hearing prep; relate research, TCs and EMs.	7.2
10/24/20	Prepare for hearings on settlement; attention to witness direct Q&As and potential issues/questions for cross; review transcript from Liberty rate case settlement hearings; relate research, TCs and EMs.	6.0
10/26/20	Prepare for and participate in remote hearings on settlement; conf call on regulatory asset issue; prepare for next day hearings; follow-up research, EMs and TCs.	8.6
10/27/20	Prepare for and participate in remote hearings on settlement; research on rate case standard and required prudence finding; prepare for next day hearings; follow-up research, EMs and TCs.	8.8
10/28/20	Hearing prep; review and comment on Staff closing; attention to draft order.	4.5
10/29/20	Prepare for and attend remote hearing on settlement (AM); review RSA 378:28 and issue of required prudence finding; follow-up EMs and TCs.	4.8
11/04/20	Review docket and draft final order.	5.2
11/05/20	Review docket and draft final order.	3.4
11/09/20	Review docket and draft final order.	3.5
11/12/20	Review docket and draft final order.	6.0

SCOTT J. MUELLER LAW OFFICE

87 Loop Rd., Falmouth, MA 02540 ✦✦ 16 Conant Rd., Chestnut Hill, MA 02467
P 978.460.0693 ✦ F 774.763.6973 ✦ scott.mueller76@gmail.com

11/13/20	Review docket and draft final order.	5.6
11/18/20	Review and comment on mark-up of final order by Staff.	1.5
TOTAL		102.6

Total Legal Services: 102.6 hours @ \$285.00/hour = \$ 29,241.00

Disbursements: None

Total Amount Due by 01/07/2020 \$ 29,241.00

Lefebvre, Susan

From: Wiesner, David K
Sent: Wednesday, December 9, 2020 9:44 AM
To: Lefebvre, Susan
Cc: Pelletier, Julianne
Subject: FW: Invoices for Legal Services - DE 19-057 (Atty Mueller)
Attachments: NHPUC Invoice AugustSeptember 2020.pdf; NHPUC Invoice OctoberNovember 2020 copy.pdf

Susan, These Scott Mueller invoices do not require redaction so please just send them to Eversource for payment. Note Attorney Mueller has indicated a new mailing address in the invoices. Thanks, Dave

From: Chagnon, Richard <Richard.T.Chagnon@puc.nh.gov>
Sent: Tuesday, December 8, 2020 6:08 PM
To: Wiesner, David K <David.K.Wiesner@puc.nh.gov>; Lefebvre, Susan <Susan.J.Lefebvre@puc.nh.gov>
Subject: FW: Invoices for Legal Services - DE 19-057 (Atty Mueller)

Hi Susan and Dave:

Just in case you wanted me to review these invoices, I figured I would get to them right away, before they get buried in email land.

I have reviewed both invoices that include charges from August through November 2020. I crossed checked the dates and work reported on these invoices for accuracy. I do recommend approving both of these invoices.

Thanks, Rich

From: Scott M <scott.mueller76@gmail.com>
Sent: Tuesday, December 8, 2020 12:36 PM
To: Wiesner, David K <David.K.Wiesner@puc.nh.gov>
Cc: Chagnon, Richard <Richard.T.Chagnon@puc.nh.gov>
Subject: Invoices for Legal Services - DE 19-057

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

David and Rich:

Attached please find my invoices for legal services for August and September, 2020 and October and November, 2020.

This will be my last invoices for this matter.

It was a pleasure to work with the Staff on this case - thank you for the opportunity.

Please let me know if you have any questions.

Wishing you and your families a safe and happy holiday season,

Scott

Scott J. Mueller Law Office
87 Loop Road
Falmouth, MA 02540
774.763.6973
scott.mueller76@gmail.com

16 Conant Road
Chestnut Hill, MA 02467
978.460.0693
scott@sjmuellerlaw.com

CHAIRWOMAN
Dianne Martin

COMMISSIONER
Kathryn M. Bailey

EXECUTIVE DIRECTOR
Debra A. Howland



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

Tel. (603) 271-2431

Website:
www.puc.nh.gov

PUBLIC UTILITIES COMMISSION

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

December 10, 2020

Kristi Davie
Eversource Energy
P.O. Box 330
Manchester, NH 03105

Dear Kristi:

We are enclosing an invoice for the expenses incurred by Scott J Mueller, a law firm contracted by the Commission. This is for work performed in the months of August 2020-November 2020 in reference to Eversource Rate Case.

It would be much appreciated if payment could be returned to the Commission within 15 days. If you have any questions, please do not hesitate to contact me. 603-271-6078.

Very truly yours,

Susan J Lefebvre

Susan Lefebvre
Business Office

Enclosure: Invoice #12381
Copy of Scott J Mueller Invoices 0170, 0180

STATE OF NEW HAMPSHIRE

21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12174

Date: October 23, 2019

KRISTI DAVIE

EVERSOURC ENERGY

PO BOX 330

MANCHESTER NH 03105-0330

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by Stategen Consulting, a firm contracted by the Office of the Consumer Advocate. This is for work performed in the month of September 2019.

September Expenses = \$5,880.75

Total Due \$5,880.75

(010-081-50040000-401346) - CE # 1052627 - STRATEGEN

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS



STRATEGEN CONSULTING LLC
2150 Allston Way, Suite 400
Berkeley, CA 94704

INVOICE

BILL TO

Eversource and Liberty Rate
Cases
NH Office of Consumer
Advocates
21 South Fruit St.
Concord, NH 03301

INVOICE # 201902523

DATE 09/30/2019

DUE DATE 10/30/2019

TERMS Net 30

BILLED THRU

09/30/2019

DATE	DESCRIPTION	QTY	RATE	AMOUNT
09/03/2019	Eversource: Reviewing OCA and Staff discovery - Ron Nelson	2:30	229.00	572.50
09/03/2019	Eversource: researching "design demand" and local primary distribution facilities for MCOSS - Caroline Palmer	1:30	194.00	291.00
09/04/2019	Eversource: Reviewing OCA and Staff discovery - Ron Nelson	2:45	229.00	629.75
09/05/2019	Eversource: technical session - Ron Nelson	4:30	229.00	1,030.50
09/05/2019	Eversource: reviewing staff and OCA discovery; prep for technical session; MCOS and ACOS review - Ron Nelson	3:30	229.00	801.50
09/06/2019	Eversource: Technical Session - Ron Nelson	5:00	229.00	1,145.00
09/06/2019	Eversource: writing Discovery - Ron Nelson	0:30	229.00	114.50
09/06/2019	Eversource: researching "design demand" and local primary distribution facilities for MCOSS - Caroline Palmer	1:00	194.00	194.00
09/09/2019	Eversource: Technical session discovery - Ron Nelson	1:00	229.00	229.00
09/09/2019	Eversource: reviewing and starting on tasks for MCOSS ; walking through MCOSS model with Ron - Caroline Palmer	4:30	194.00	873.00
09/10/2019	Liberty: drafting discovery; MCOS analysis; EV rate design research - Ron Nelson	3:30	229.00	801.50
09/11/2019	Liberty: MCOS and drafting discovery - Ron Nelson	1:30	229.00	343.50
09/12/2019	Liberty: review of grid mod docket and call with Heather - Ron Nelson	1:30	229.00	343.50
09/25/2019	Liberty: discovery review; grid mod docket review - Ron Nelson	1:30	229.00	343.50

Tax ID: 81-0680092

Bank Name: Wells Fargo Bank N.A.
Bank Address: 464 California St. San Francisco, CA
Account: 4120 581 319
Account Name: Strategen Consulting LLC
Account Type: Checking
SWIFT Code: WFBIUS6S
ABA/Wire Transit Number: 121000248

001000

Thank you for your business!

BALANCE DUE

USD 7,712.75

Tax ID: 81-0680092

Bank Name: Wells Fargo Bank N.A.
Bank Address: 464 California St. San Francisco, CA
Account: 4120 581 319
Account Name: Strategen Consulting LLC
Account Type: Checking
SWIFT Code: WFBIUS6S
ABA/Wire Transit Number: 121000248

CHAIRMAN

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

DE 19-057
Exhibit 73 Part 3

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

October 23, 2019

Kristi Davie Email: daviekl@nu.com
Eversource Energy
P.O. Box 330
Manchester, NH 03105-0330

Dear Kristi:

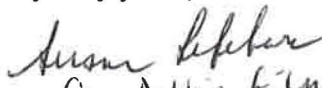
We have enclosed an invoice for the September expenses incurred by Strategen Consulting, LLC. Strategen is providing expert services to support the Office of the Consumer Advocate's participation in the Net Energy Metering proceeding, Docket No. DE 16-576, as well as work in DE 19-033, before the NH Public Utilities Commission. This is in reference to the 2016 N.H. Laws Chapter 31, House Bill 1116.

Your invoiced amount reflects an allocation based on the actual 2015 kWh sales.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,


For Debbie Gilman 271-6007

Debbie Gilman
Business Office

Enclosures: Invoice #12174
Copy of STRATEGEN Invoice #201902523

STATE OF NEW HAMPSHIRE
Public Utilities Commission
21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice Date 2/25/2020

Invoice No. 12244

KRISTI DAVIE
EVERSOURC ENERGY
PO BOX 330
MANCHESTER NH 03105-0330

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

This is an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate. This is for work performed in the month of January 2020 for Eversource.

Total Due \$ 3,818.75

(010-081-50040000-401346) - PO #1058505 – OPTIMAL ENERGY

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

Invoice



Integrated Energy Resources

10600 Route 116
Suite 3
Hinesburg, VT 05461

January 31, 2020

Project No: 7095

Invoice No: 6950



Maurice Kreis
New Hampshire Office of the Consumer Advocate
21 South Fruit Street
Suite 18
Concord, NH 03301

NH OCA Technical Services

Professional Services from January 1, 2020 to January 31, 2020

Phase 005 Eversource

Subcontractors

Wired Group

3,818.75

Total Subcontractors

3,818.75

3,818.75

Total this Phase

\$3,818.75

Billing Limits

Total Billings

Current

3,818.75

Prior

143,695.76

To-Date

147,514.51

Limit

320,000.00

Remaining

172,485.49

Total this Invoice

\$3,818.75

*OK for payment
bill to Eversource
DPMC 2/24/20*

If additional information is needed please contact April Clodgo at 802-482-5621 or clodgo@optenergy.com. Federal Tax ID Number: 03-0351557.

Project	7095	NH OCA Technical Support	Invoice	6950
---------	------	--------------------------	---------	------

Billing Backup

Wednesday, February 19, 2020

Optimal Energy Inc.

Invoice 6950 Dated 1/31/2020

8:25:05 AM

Phase	005	Eversource
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Total this Phase	\$3,818.75
------------------	------------

Total this Project	\$3,818.75
--------------------	------------

Total this Report	\$3,818.75
-------------------	------------

Wired Group

Alvarez and Associates LLC d/b/a Wired Group
PO Box 620756
Littleton, CO 80162
+1 3039970317
palvarez@wiredgroup.net
www.wiredgroup.net

INVOICE

BILL TO

Mr. Phil Mosenthal
Optimal Energy
10600 Route 116, Suite 3
Hinesburg, VT 05461

INVOICE # 0394

DATE 02/04/2020

DUE DATE 04/04/2020

TERMS Net 60

DESCRIPTION	QTY	RATE	AMOUNT
Services	16.25	235.00	3,818.75
January Services for NH OCA. AMR Meters -- PUC 19-057 (Eversource Rate Case). Please see attached labor detail			

BALANCE DUE

\$3,818.75

Wired Group Time Sheet
Detail for Invoice # 0394

Client	Project Code	Date	Personnel	Hours	Rate	Total	Work Description
NHOCA	002	1/22/2020	Alvarez	1.75	235	411.25	Draft first several Eversource-OCA 2 data request responses
NHOCA	002	1/23/2020	Alvarez	9.00	235	2,115.00	Draft more Eversource-OCA 2 DR responses
NHOCA	002	1/24/2020	Alvarez	4.00	235	940.00	Finish drafting Eversource-OCA 2 DR responses
NHOCA	002	1/28/2020	Alvarez	1.50	235	352.50	Review OCA edits and improvements to Eversource-OCA 2 DR responses, address, provide add'l suggestions, and return
NHOCA	002		Alvarez	0.00	235	-	
				16.25	235	3,818.75	

001 Grid Mod
002 Eversource AMR

STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE

D. Maurice Kreis

ASSISTANT CONSUMER ADVOCATE

Pradip K. Chattopadhyay



TDD Access: Relay NH

1-800-735-2964

Tel. (603) 271-1172

Website:

www.oca.nh.gov

OFFICE OF THE CONSUMER ADVOCATE

21 S. Fruit St., Suite 18

Concord, N.H. 03301-2429

February 25, 2020

Kristi Davie [Davie, Kristi L <kristi.davie@eversource.com>](mailto:kristi.davie@eversource.com)

Eversource Energy

P.O. Box 330

Manchester, NH 03105-0330

Dear Kristi:

We have attached an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate.

This is for work performed in the months of: January 1 - 31, 2020

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6008.

Regards,

A handwritten signature in cursive script, appearing to read "Juli Pelletier".

Juli Pelletier

Business Office

Attachments

Invoice # 12244

Copy of Optimal Invoice # 6950

STATE OF NEW HAMPSHIRE
Public Utilities Commission
21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice Date 8/25/2020

Invoice No. 12336

KRISTI DAVIE
EVERSOURC ENERGY
PO BOX 330
MANCHESTER NH 03105-0330

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

This is an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate. This is for work performed in the month of June 2020 for Eversource- Docket 19-057.

Total Due \$ 1,645.00

(010-081-50040000-401346) - PO #1058505 – OPTIMAL ENERGY
PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

RECEIVED

AUG 05 2020

**NH PUBLIC
UTILITIES COMMISSION**

Invoice



Integrated Energy Resources

10600 Route 116
Suite 3
Hinesburg, VT 05461

June 30, 2020

Project No: 7095

Invoice No: 7035

12336



Maurice Kreis
New Hampshire Office of the Consumer Advocate
21 South Fruit Street
Suite 18
Concord, NH 03301

NH OCA Technical Services

Professional Services from June 1, 2020 to June 30, 2020

Phase 001 Grid Mod

Subcontractors

Wired Group	1,645.00	
Total Subcontractors	1,645.00	1,645.00
Total this Phase		\$1,645.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,645.00	195,769.51	197,414.51
Limit			320,000.00
Remaining			122,585.49
Total this Invoice			\$1,645.00

*This is OK for payment but should be
changed to the Eversource Rate Case (DE 19-057)
notwithstanding how Optimal + The Wired
group invoiced it to "grid mod."
ORMC 8/4/2020*

Project 7095 NH OCA Technical Support Invoice 7035

Billing Backup

Monday, August 3, 2020

Optimal Energy Inc.

Invoice 7035 Dated 6/30/2020

8:08:46 AM

Phase 001 Grid Mod

Total this Phase \$1,645.00

Total this Project \$1,645.00

Total this Report \$1,645.00

BUS. OFF.	DATE	INV#
VENDOR	REMIT	AMT
PO#	LINE #	
	LINE #	
A/U	ACCT	
A/U	ACCT	
A/U	ACCT	
DESC		
TOTAL	DUE DATE	

Wired Group

Alvarez and Associates LLC d/b/a Wired Group
PO Box 620756
Littleton, CO 80162
+1 3039970317
palvarez@wiredgroup.net
www.wiredgroup.net

INVOICE

BILL TO

Mr. Phil Mosenthal
Optimal Energy
10600 Route 116, Suite 3
Hinesburg, VT 05461

INVOICE # 0416

DATE 07/04/2020

DUE DATE 09/02/2020

TERMS Net 60

DESCRIPTION	QTY	RATE	AMOUNT
Services	7	235.00	1,645.00
Services June 1-30 on behalf of OCA (NH PUC 15-296, Grid Modernization/Grid Planning)			

BALANCE DUE

\$1,645.00

Wired Group Time Sheet

Detail for Invoice # 0416

Project						
Client	Code	Date	Personnel	Hours	Rate	Total
NHOCA	001	6/24/2020	Alvarez	4.00	235	940.00
NHOCA	001	6/24/2020	Stephens	2.25	235	528.75
NHOCA	001	6/25/2020	Alvarez	0.75	235	\$176.25
LABOR SUBTOTAL				7.00	\$235.00	1,645.00

001 Grid Mod/Grid Planning
002 Eversource AMR

Work Description

Review Order, Eversource Motion to Reconsider/Clarify, and write-up thoughts for OCA

Review and comments on Eversource request for reconsideration

Review Golding memo on Eversource metering and provide thoughts to DMK

STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE

D. Maurice Kreis



ASSISTANT CONSUMER ADVOCATE

Pradip K. Chattopadhyay

TDD Access: Relay NH

1-800-735-2964

Tel. (603) 271-1172

Website:

www.oca.nh.gov

OFFICE OF THE CONSUMER ADVOCATE

21 S. Fruit St., Suite 18

Concord, N.H. 03301-2429

August 25, 2020

Kristi Davie [Davie, Kristi L <kristi.davie@eversource.com>](mailto:kristi.davie@eversource.com)

Eversource Energy

P.O. Box 330

Manchester, NH 03105-0330

Dear Kristi:

We have attached an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate.

This is for work performed in the month of: June 1 - 30, 2020

This includes June's invoice for the Eversource Rate Case DE 19-057

Please remit payment to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6008.

Regards,

A handwritten signature in cursive script that reads "juli pelletier".

Juli Pelletier

Business Office

Attachments

Invoice # 12336

Copy of Optimal Invoice # 6977

STATE OF NEW HAMPSHIRE
Public Utilities Commission
21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice Date 6/30/2020

Invoice No. 12305

KRISTI DAVIE
EVERSOURC ENERGY
PO BOX 330
MANCHESTER NH 03105-0330

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

This is an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate. This is for work performed in the month of March 2020 for Eversource.

Total Due \$ 1,116.25

(010-081-50040000-401346) - PO #1058505 – OPTIMAL ENERGY

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

RECEIVED

APR 08 2020

NH PUBLIC
UTILITIES COMMISSION

Invoice



Integrated Energy Resources

10600 Route 116
Suite 3
Hinesburg, VT 05461

March 31, 2020

Project No: 7095

Invoice No: 6977

Maurice Kreis
New Hampshire Office of the Consumer Advocate
21 South Fruit Street
Suite 18
Concord, NH 03301

NH OCA Technical Services

Professional Services from March 1, 2020 to March 31, 2020

Phase 005 Eversource

Subcontractors

Wired Group

1,116.25

Total Subcontractors

1,116.25

1,116.25

Total this Phase

\$1,116.25

Billing Limits

Total Billings

Current

1,116.25

Prior

153,022.01

To-Date

154,138.26

Limit

320,000.00

Remaining

165,861.74

Total this Invoice

\$1,116.25

*OK for payment
mike 6/26/2020
Bill to Eversource*

Project	7095	NH OCA Technical Support	Invoice	6977
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Billing Backup

Optimal Energy Inc.

Invoice 6977 Dated 3/31/2020

Tuesday, April 7, 2020

4:03:03 PM

Phase	005	Eversource
-------	-----	------------

Total this Phase	\$1,116.25
------------------	------------

Total this Project	\$1,116.25
--------------------	------------

Total this Report	\$1,116.25
-------------------	------------

Wired Group

Alvarez and Associates LLC d/b/a Wired Group
PO Box 620756
Littleton, CO 80162
+1 3039970317
palvarez@wiredgroup.net
www.wiredgroup.net

INVOICE

BILL TO

Mr. Phil Mosenthal
Optimal Energy
10600 Route 116, Suite 3
Hinesburg, VT 05461

INVOICE # 0400

DATE 04/01/2020

DUE DATE 05/31/2020

TERMS Net 60

DESCRIPTION	QTY	RATE	AMOUNT
Services	4.75	235.00	1,116.25
Services Feb 1-March 31 for Eversource Rate Case (19-057). Please see attached detail.			

BALANCE DUE \$1,116.25

Wired Group Time Sheet

Detail for Invoice # 400

Project							
Client	Code	Date	Personnel	Hours	Rate	Total	Work Description
NHOCA	002	2/25/2020	Alvarez	1.00	235	235.00	Provide ideas in ES rate case/AMR settlement negotiations
NHOCA	002	2/26/2020	Alvarez	0.25	235	58.75	Review call with DMK
NHOCA	002	3/4/2020	Alvarez	1.00	235	235.00	Initial review of Eversource (McLean-Connor/AMR) rebuttal testimony
NHOCA	002	3/6/2020	Alvarez	2.50	235	587.50	Develop DRs on McClean-Connor/AMR rebuttal testimony
NHOCA	002		Alvarez	0.00	235	-	
				4.75	- 235	1,116.25	

001 Grid Mod
002 Eversource AMR

STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE

D. Maurice Kreis

ASSISTANT CONSUMER ADVOCATE

Pradip K. Chattopadhyay



TDD Access: Relay NH

1-800-735-2964

Tel. (603) 271-1172

Website:

www.oca.nh.gov

OFFICE OF THE CONSUMER ADVOCATE

21 S. Fruit St., Suite 18

Concord, N.H. 03301-2429

June 30, 2020

Kristi Davie [Davie, Kristi L <kristi.davie@eversource.com>](mailto:kristi.davie@eversource.com)

Eversource Energy

P.O. Box 330

Manchester, NH 03105-0330

Dear Kristi:

We have attached an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate.

This is for work performed in the months of: March 1 - 31, 2020

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6008.

Regards,

A handwritten signature in cursive script that reads "juli pelletier".

Juli Pelletier

Business Office

Attachments

Invoice # 12305

Copy of Optimal Invoice # 6977

STATE OF NEW HAMPSHIRE
Public Utilities Commission
21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice Date 1/27/2020

Invoice No. 12228

KRISTI DAVIE
EVERSOURC ENERGY
PO BOX 330
MANCHESTER NH 03105-0330

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

This is an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate. This is for work performed in the months of November & December 2019 for Eversource.

Total Due \$ 6,815.00

(010-081-50040000-401346) - PO #1058505 – OPTIMAL ENERGY
PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

Invoice



Integrated Energy Resources

10600 Route 116
Suite 3
Hinesburg, VT 05461

November 30, 2019

Project No: 7095

Invoice No: 6919

*OK for payment
DMK 1/17/20*

Maurice Kreis
New Hampshire Office of the Consumer Advocate
21 South Fruit Street
Suite 18
Concord, NH 03301

NH OCA Technical Services

Professional Services from November 1, 2019 to November 30, 2019

Phase 005 Eversource

Subcontractors

Wired Group

235.00

Total Subcontractors

235.00

235.00

Total this Phase

\$235.00

Billing Limits

Total Billings

Current

Prior

To-Date

235.00

133,464.01

133,699.01

Limit

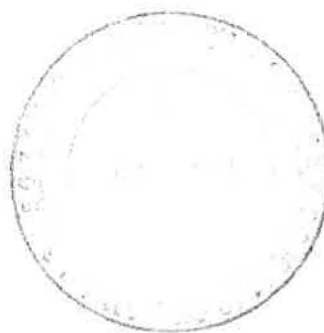
320,000.00

Remaining

186,300.99

Total this Invoice

\$235.00



If additional information is needed please contact April Clodgo at 802-482-5621 or clodgo@optenergy.com. Federal Tax ID Number: 03-0351557.

Project	7095	NH OCA Technical Support	Invoice	6919
---------	------	--------------------------	---------	------

Billing Backup

Thursday, January 16, 2020

Optimal Energy Inc.

Invoice 6919 Dated 11/30/2019

9:10:24 AM

Phase	005	Eversource
-------	-----	------------

Total this Phase	\$235.00
------------------	----------

Total this Project	\$235.00
--------------------	----------

Total this Report	\$235.00
-------------------	----------

If additional information is needed please contact April Clodgo at 802-482-5621 or clodgo@optenergy.com. Federal Tax ID Number: 03-0351557.

Page 2

Wired Group

Alvarez and Associates LLC d/b/a Wired Group
P. O. Box 620756
Littleton, CO 80162
+1 3039970317
palvarez@wiredgroup.net
www.wiredgroup.net

INVOICE

BILL TO

Mr. Phil Mosenthal
Optimal Energy
10600 Route 116, Suite 3
Hinesburg, VT 05461

INVOICE # 0381

DATE 12/04/2019

DUE DATE 02/02/2020

TERMS Net 60

DESCRIPTION	QTY	RATE	AMOUNT
Services	1	235.00	235.00
Services Delivered Nov 1-Nov 30, 2019 related to the Eversource Rate Case (NH PUC DE 19-057): Rate Case team call November 7.			

Please note our new mailing address

BALANCE DUE

\$235.00

Invoice



Integrated Energy Resources

10600 Route 116
Suite 3
Hinesburg, VT 05461

December 31, 2019
Project No: 7095
Invoice No: 6921

*OK for
payment
DUNC 1/17/20*

Maurice Kreis
New Hampshire Office of the Consumer Advocate
21 South Fruit Street
Suite 18
Concord, NH 03301

NH OCA Technical Services

Professional Services from December 1, 2019 to December 31, 2019

Phase 005 Eversource

Subcontractors

Wired Group

Total Subcontractors

6,580.00

6,580.00

6,580.00

Total this Phase

\$6,580.00

Billing Limits

Total Billings

Limit

Remaining

Current

6,580.00

Prior

135,139.01

To-Date

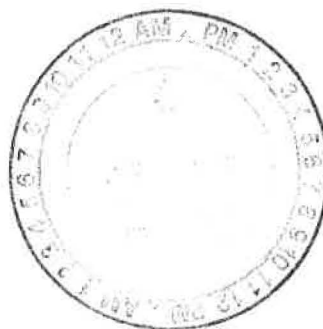
141,719.01

320,000.00

178,280.99

Total this Invoice

\$6,580.00



If additional information is needed please contact April Clodgo at 802-482-5621 or clodgo@optenergy.com. Federal Tax ID Number: 03-0351557.

Project	7095	NH OCA Technical Support	Invoice	6921
---------	------	--------------------------	---------	------

Billing Backup

Thursday, January 16, 2020

Optimal Energy Inc.

Invoice 6921 Dated 12/31/2019

9:22:16 AM

Phase	005	Eversource
-------	-----	------------

Total this Phase	\$6,580.00
------------------	------------

Total this Project	\$6,580.00
--------------------	------------

Total this Report	\$6,580.00
-------------------	------------

Wired Group

Alvarez and Associates LLC d/b/a Wired Group

PO Box 620756

Littleton, CO 80162

+1 3039970317

palvarez@wiredgroup.net

www.wiredgroup.net

INVOICE

BILL TO

Mr. Phil Mosenthal

Optimal Energy

10600 Route 116, Suite 3

Hinesburg, VT 05461

INVOICE # 0388

DATE 01/06/2020

DUE DATE 03/06/2020

TERMS Net 60

DESCRIPTION	QTY	RATE	AMOUNT
Services	28	235.00	6,580.00
December OCA services for Eversource Rate Case (DE 19-057) -- AMR Meter testimony. Please see attached detail			

BALANCE DUE

\$6,580.00

Wired Group Time Sheet

Detail for Invoice #

0388

Project							
Client	Code	Date	Personnel	Hours	Rate	Total	Work Description
NHOCA	002	12/10/2019	Alvarez	10.25	235	2,408.75	Draft first 18 pages of testimony
NHOCA	002	12/11/2019	Alvarez	10.00	235	2,350.00	Finish first draft of testimony
NHOCA	002	12/12/2019	Alvarez	4.00	235	940.00	Research and calls (largely unsuccessful) regarding documentation for handheld device and AMR retrofit costs
NHOCA	002	12/13/2019	Alvarez	1.50	235	352.50	review
NHOCA	002	12/16/2019	Alvarez	1.00	235	235.00	Review DK edits, add a few, and return
NHOCA	002	12/18/2019	Alvarez	1.25	235	293.75	Review and incorporate CS suggestions into testimony
NHOCA			Alvarez	0.00	235		
				28.00	235	6,580.00	

001 Grid Mod

002 Eversource AMR

STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE

D. Maurice Kreis

ASSISTANT CONSUMER ADVOCATE

Pradip K. Chattopadhyay



TDD Access: Relay NH

1-800-735-2964

Tel. (603) 271-1172

Website:

www.oca.nh.gov

OFFICE OF THE CONSUMER ADVOCATE

21 S. Fruit St., Suite 18

Concord, N.H. 03301-2429

January 27, 2020

Kristi Davie Email: daviekl@nu.com

Eversource Energy

P.O. Box 330

Manchester, NH 03105-0330

Dear Kristi:

We have attached an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate.

This is for work performed in the months of: November 1, 2019 - December 31, 2019

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6008.

Regards,

A handwritten signature in cursive script, appearing to read "Juli Pelletier".
Juli Pelletier

Business Office

Attachments

Invoice # 12228

Copy of Optimal Invoice # 6919, 6921

THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

CHAIR
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

November 18, 2019

Kristi Davie Email: daviekl@nu.com
Eversource Energy
P.O. Box 330
Manchester, NH 03105-0330

Dear Kristi:

We have enclosed an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate. This is for work performed in the month of October 2019.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in blue ink that reads "Debbie Gilman".

Debbie Gilman
Business Office

Enclosures: Invoice #12187
Copy of Optimal Invoice #6891

STATE OF NEW HAMPSHIRE

21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice No. 12187

Date: November 18, 2019

KRISTI DAVIE

EVERSOURC ENERGY

PO BOX 330

MANCHESTER NH 03105-0330

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate. This is for work performed in the month of October 2019.

Total Due \$3,290.00

(010-081-50040000-401346) - CE #1058505 – OPTIMAL ENERGY

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

Invoice



Integrated Energy Resources

10600 Route 116
Suite 3
Hinesburg, VT 05461

October 31, 2019
Project No: 7095
Invoice No: 6891



*OK for payment
mk 11/15/19*

Maurice Kreis
New Hampshire Office of the Consumer Advocate
21 South Fruit Street
Suite 18
Concord, NH 03301

NH OCA Technical Services

Professional Services from October 1, 2019 to October 31, 2019

Phase 005 Eversource

Subcontractors

Wired Group	3,290.00	
Total Subcontractors	3,290.00	3,290.00
Total this Phase		\$3,290.00

Billing Limits

	Current	Prior	To-Date
Total Billings	3,290.00	128,855.76	132,145.76
Limit			320,000.00
Remaining			187,854.24

Total this Invoice **\$3,290.00**

If additional information is needed please contact April Clodgo at 802-482-5621 or clodgo@optenergy.com. Federal Tax ID Number: 03-0351557.

Project	7095	NH OCA Technical Support	Invoice	6891
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Billing Backup

Wednesday, November 13, 2019

Optimal Energy Inc.

Invoice 6891 Dated 10/31/2019

8:58:14 AM

Phase	005	Eversource
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Total this Phase	\$3,290.00
------------------	------------

Total this Project	\$3,290.00
--------------------	------------

Total this Report	\$3,290.00
-------------------	------------

Wired Group

Alvarez and Associates LLC d/b/a Wired Group
P. O. Box 150963
Lakewood, CO 80215
(303)997-0317x801
palvarez@wiredgroup.net
www.wiredgroup.net

INVOICE

BILL TO

Mr. Phil Mosenthal
Optimal Energy
10600 Route 116, Suite 3
Hinesburg, VT 05461

INVOICE # 0371

DATE 11/04/2019

DUE DATE 01/03/2020

TERMS Net 60

DESCRIPTION	QTY	RATE	AMOUNT
Services	14	235.00	3,290.00
October services related to AMR in Eversource Rate Case (19-057)			

BALANCE DUE

\$3,290.00

Wired Group Time Sheet

Detail for Invoice # 0371

Client	Project Code	Date	Personnel	Hours	Rate	Total	Work Description
NHOCA	002	10/1/2019	Alvarez	1.75	235	411.25	Review responses to AMR DRs; consider testimony approaches; ask JB for specific responses to TS/Staff DRs
NHOCA	002	10/9/2019	Alvarez	1.25	235	293.75	Review responses to OCA/other party AMR DR responses to date
NHOCA	002	10/11/2019	Alvarez	4.25	235	998.75	Review of AMR opportunity for success; development of tentative testimony outline; send to DK/JB/PC for review
NHOCA	002	10/15/2019	Alvarez	2.50	0	-	Develop AMR DRs for Eversource (no charge)
NHOCA	002	10/22/2019	Alvarez	1.50	235	352.50	Review Staff DRs on AMR and develop list of responses to review for Jamie
NHOCA	002	10/25/2019	Alvarez	1.50	235	352.50	Slim down DRs for workshop/prep for workshop; review Staff DR responses and update/slim down workshop DRs
NHOCA	002	10/28/2019	Alvarez	3.75	235	881.25	Participate in 19-057 tech sess (AMR); NH research on NH Dereg legis & LCIRP; revise testimony outline; send to DK/JB/PC
				16.50	235	3,290.00	

001 Grid Mod
002 Eversource AMR

THE STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

CHAIR
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Michael S. Giaimo

EXECUTIVE DIRECTOR
Debra A. Howland

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

Tel. (603) 271-2431

FAX (603) 271-3878

Website:
www.puc.nh.gov

November 18, 2019

Kristi Davie Email: daviekl@nu.com
Eversource Energy
P.O. Box 330
Manchester, NH 03105-0330

Dear Kristi:

We have enclosed an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate. This is for work performed in the month of September 2019.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6007.

Very truly yours,

A handwritten signature in blue ink that reads "Debbie Gilman".

Debbie Gilman
Business Office

Enclosures: Invoice #12186
Copy of Optimal Invoice #6871

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12186

Date: November 18, 2019

KRISTI DAVIE

EVERSOURC ENERGY

PO BOX 330

MANCHESTER NH 03105-0330

**Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE**

We have enclosed an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate. This is for work performed in the month of September 2019.

Total Due \$528.75

(010-081-50040000-401346) - CE #1058505 – OPTIMAL ENERGY

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

Invoice



September 30, 2019
Project No: 7095
Invoice No: 6871

Integrated Energy Resources

10600 Route 116
Suite 3
Hinesburg, VT 05461



*OK for payment
mkc 11/15/19*

Maurice Kreis
New Hampshire Office of the Consumer Advocate
21 South Fruit Street
Suite 18
Concord, NH 03301

NH OCA Technical Services

Professional Services from September 1, 2019 to September 30, 2019

Phase 005 Eversource

Subcontractors

Wired Group	528.75	
Total Subcontractors	528.75	528.75
Total this Phase		\$528.75

Billing Limits	Current	Prior	To-Date
Total Billings	528.75	114,394.84	114,923.59
Limit			320,000.00
Remaining			205,076.41

Total this Invoice **\$528.75**

If additional information is needed please contact April Clodgo at 802-482-5621 or clodgo@optenergy.com. Federal Tax ID Number: 03-0351557.

Project	7095	NH OCA Technical Support	Invoice	6871
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Billing Backup

Wednesday, October 23, 2019

Optimal Energy Inc.

Invoice 6871 Dated 9/30/2019

12:18:39 PM

Phase	005	Eversource
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Total this Phase	\$528.75
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Total this Project	\$528.75
--------------------	----------

Total this Report	\$528.75
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Wired Group Time Sheet

Detail for Invoice # 0362

Project							
Client	Code	Date	Personnel	Hours	Rate	Total	Work Description
NHOCA	003	9/16/2019	Alvarez	2.25	235	528.75	Review AMR testimony and BB discovery; edit discovery and send to JB/PC/DK for review
				2.25	235	528.75	Totals

001 Grid Mod
002 Eversource AMR
003 Eversource

STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE

D. Maurice Kreis

ASSISTANT CONSUMER ADVOCATE

Pradip K. Chattopadhyay



TDD Access: Relay NH

1-800-735-2964

Tel. (603) 271-1172

Website:

www.oca.nh.gov

OFFICE OF THE CONSUMER ADVOCATE

21 S. Fruit St., Suite 18

Concord, N.H. 03301-2429

October 26, 2020

Kristi Davie [Davie, Kristi L <kristi.davie@eversource.com>](mailto:kristi.davie@eversource.com)

Eversource Energy

P.O. Box 330

Manchester, NH 03105-0330

Dear Kristi:

We have attached an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate.

This is for work performed in the months of: August 1-31, 2020

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6008.

Regards,

Julianne Pelletier

Juli Pelletier

Business Office

Attachments

Invoice # 12362

Copy of Optimal Invoice # 7054

STATE OF NEW HAMPSHIRE
Public Utilities Commission
21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431

Invoice Date 10/26/2020

Invoice No. 12362

KRISTI DAVIE
EVERSOURC ENERGY
PO BOX 330
MANCHESTER NH 03105-0330

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

This is an invoice for expenses incurred by Optimal Energy, a firm contracted by the Office of the Consumer Advocate. This is for work performed in the month of August 2020 for Eversource.

Total Due \$ 470.00

(010-081-50040000-401346) - PO #1058505 – OPTIMAL ENERGY

PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

Invoice



Integrated Energy Resources

10600 Route 116
Suite 3
Hinesburg, VT 05461

August 31, 2020
Project No: 7095
Invoice No: 7054

RECEIVED

OCT 21 2020

NH PUBLIC
UTILITIES COMMISSION

Maurice Kreis
New Hampshire Office of the Consumer Advocate
21 South Fruit Street
Suite 18
Concord, NH 03301

NH OCA Technical Services

Professional Services from August 1, 2020 to August 31, 2020

Phase 005 Eversource

Subcontractors

Wired Group	470.00	
Total Subcontractors	470.00	470.00
Total this Phase		\$470.00

Billing Limits

	Current	Prior	To-Date
Total Billings	470.00	244,563.26	245,033.26
Limit			320,000.00
Remaining			74,966.74
Total this Invoice			\$470.00

S. OFF.	DATE	INV#
PAYOR	REMIT	AMT
#	LINE#	
	LINE#	
QU	ACCT	
U	ACCT	
U	ACCT	
REG		
AL	DUE DATE	

OK for payment
mmk 10/20/2020
(EVERSOURCE Rate Case - DE 19-057)

If additional information is needed please contact April Clodgo at 802-482-5621 or clodgo@optenergy.com. Federal Tax ID Number: 03-0351557.

8:04:07 AM

Total this Report	\$470.00
-------------------	----------

[illegible]

001045

Wired Group

Alvarez and Associates LLC d/b/a Wired Group
PO Box 620756
Littleton, CO 80162
+1 3039970317
palvarez@wiredgroup.net
www.wiredgroup.net

INVOICE

BILL TO

Mr. Phil Mosenthal
Optimal Energy
10600 Route 116, Suite 3
Hinesburg, VT 05461

INVOICE # 0432

DATE 09/08/2020

DUE DATE 11/07/2020

TERMS Net 60

DESCRIPTION	QTY	RATE	AMOUNT
Services	2	235.00	470.00
Services for Eversource rate case not previously billed April-August, 2020 (NH PUC DE 19-057). See attached detail.			

BALANCE DUE

\$470.00

Wired Group Time Sheet

Detail for Invoice # 0432

Client	Project Code	Date	Personnel	Hours	Rate	Total	Work Description
NHOCA	002	4/14/2020	Alvarez	1.00	235	235.00	Investigate CPUC stranded meter cost decision and provide counter proposal ideas to DMK and PC
NHOCA	002	8/12/2020	Alvarez	1.00	235	\$235.00	Remote testimony video/audio technology check with PUC Staff
LABOR SUBTOTAL				2.00		\$470.00	

001 Grid Mod
002 Eversource AMR

STATE OF NEW HAMPSHIRE

**21 S. Fruit St, Ste 10
Concord, NH 03301-2429
Tel. 603-271-2431**

Invoice No. 12363

Date: October 29, 2020

KRISTI DAVIE

EVERSOURCE ENERGY

PO Box 330

Manchester, NH 03105

Return Payment To:
PUBLIC UTILITIES COMMISSION
ATTN: BUSINESS OFFICE

We have enclosed an invoice for expenses incurred by J. Randall Woolridge, PH.D., a firm contracted by the Commission. This is for work performed in the month of June 2019-July 2020 in reference to NHPUC Eversource Rate Case Docket DE 19-057.

Total Due \$40,000.00

(010-081-52160000-404989) - PO#1069647 – J Randall Woolridge
PLEASE ENCLOSE DUPLICATE WITH PAYMENT WITHIN 15 DAYS

RECEIVED
OCT 28 2020
NH PUBLIC
UTILITIES COMMISSION



INVOICE

FROM: J. Randall Woolridge, Ph.D.
 120 Haymaker Circle
 State College, PA 16801

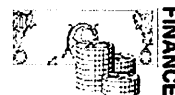
TO: New Hampshire Public Utility Commission
 21 S. Fruit Street, Suite 10
 Concord, NH 03301

RE: Public Service Company of New Hampshire
 Cost of Capital Testimony
 Docket No. DG 19-057

DATE: 10/15/2020
 First and Final Billing

I. PROFESSIONAL SERVICES AND OVERHEAD
A. J. RANDALL WOOLRIDGE

DATE	LOCATION	DESCRIPTION	HOURS
6 / 1 / 2019	State College	Review Documents Review Data Responses Review Testimonies - Bulkley Prepare -Send Interrogatories - 2X Review Email and Related Documents Research Rate of Return Issues Review Case with Counsel and Consultants	12.0
7 / 1 / 2019		Review Documents Review Capital Market Data Review Email and Related Documents Research Rate of Return Issues Review Case with Counsel and Consultants	4.0
8 / 1 / 2019		Review Documents Review Capital Market Data Review Email and Related Documents Research Rate of Return Issues Review Case with Counsel and Consultants	4.0
9 / 1 / 2019		Review Documents Review Capital Market Data Review Email and Related Documents Research Rate of Return Issues Review Case with Counsel and Consultants	4.0
10 / 1 / 2019		Review Documents Review Capital Market Data Review Email and Related Documents Research Rate of Return Issues Review Case with Counsel and Consultants	4.0
11 / 1 / 2019		Review Documents Review Capital Market Data Review Email and Related Documents Research Rate of Return Issues Review Case with Counsel and Consultants	4.0
12 / 1 / 2019		Prepare -Send Interrogatories Collect Cost of Capital Data Prepare Exhibits - 5X Prepare Capital Structure Study Develop Electric Proxy Group Prepare DCF Study - Electric Proxy Group Prepare CAPM Study - Electric Proxy Group Update Capital Market Data - Exhibits - - Electric Proxy Group Update/Prepare S&P and Moody's Risk Analysis Study Prepare S&P 500 Profit - GDP Study Prepare/Send Testimony/Exhibits - 6X Prepare Rebuttal Testimony - 2X Finalize Testimony/Exhibits/Appendices - 3X Prepare Workpapers - 3X Prepare Data Responses - 4X Review Testimony of other Parties Review Email and Related Documents Research Rate of Return Issues Review Case with Counsel and Consultants	42.0
1 / 1 / 2020		Review Documents - 3X Review Rebuttal Testimonies Prepare Responses to DRs - 2X Update Exhibits and Capital Market Data - 3X Review Email and Related Documents Research Rate of Return Issues Review Case with Counsel and Consultants	18.0



INVOICE

FROM: J. Randall Woolridge, Ph.D.
120 Haymaker Circle
State College, PA 16801

TO: New Hampshire Public Utility Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301

RE: Public Service Company of New Hampshire
Cost of Capital Testimony
Docket No. DG 19-057

DATE: 10/15/2020
First and Final Billing

I. PROFESSIONAL SERVICES AND OVERHEAD			
A. J. RANDALL WOOLRIDGE			
DATE	LOCATION	DESCRIPTION	HOURS
2 / 1 / 2020		Review Documents	
		Review Capital Market Data	
Various		Review Email and Related Documents	
Various		Research Rate of Return Issues	
Various		Review Case with Counsel and Consultants	
HOURS			4.0
3 / 1 / 2020		Review Documents	
		Review Capital Market Data	
		Review Updated Financial Reports	
Various		Review Email and Related Documents	
Various		Research Rate of Return Issues	
Various		Review Case with Counsel and Consultants	
HOURS			4.0
4 / 1 / 2020		Review Documents	
		Review Capital Market Data	
Various		Review Email and Related Documents	
Various		Research Rate of Return Issues	
Various		Review Case with Counsel and Consultants	
HOURS			4.0
5 / 1 / 2020		Review Documents	
		Review Capital Market Data	
Various		Review Email and Related Documents	
Various		Research Rate of Return Issues	
Various		Review Case with Counsel and Consultants	
HOURS			4.0
6 / 1 / 2020		Review Documents	
		Review Capital Market Data	
		Review Updated Financial Reports	
Various		Review Email and Related Documents	
Various		Research Rate of Return Issues	
Various		Review Case with Counsel and Consultants	
HOURS			4.0
7 / 1 / 2020		<u>Prepare Updated Testimony and Exhibits</u>	
		Collect Cost of Capital Data	
		Prepare State ROE Study - 2X	
		Prepare Updated Exhibits - 5X	
		Prepare Capital Structure Study	
		Update Electric Proxy Group	
		Prepare DCF Study - Electric Proxy Group	
		Prepare CAPM Study - Electric Proxy Group	
		Update Capital Market Data - Exhibits - - Electric Proxy Group	
		Update/Prepare S&P and Moody's Risk Analysis Study	
		Prepare S&P 500 Profit - GDP Study	
		Prepare/Send Updated Testimony/Exhibits - 4X	
		Prepare Updated Rebuttal Testimony - 2X	
		Finalize Updated Testimony/Exhibits/Appendices - 3X	
		Review Testimony of other Parties	
		Review Email and Related Documents	
Various		Research Rate of Return Issues	
Various		Review Case with Counsel and Consultants	
HOURS			38.0
TOTAL HOURS			150.0
PROFESSIONAL SERVICES @ \$275.00/HOUR			\$41,250.00
II. EXPENSES			
a	Travel		
	TRAVEL EXPENSES	0.00	
b.	1. Office Expenses (Fed Ex)	0	
	TOTAL EXPENSES		\$ -
III. TOTAL BILLING			
TOTAL PROFESSIONAL SERVICES PLUS EXPENSES			\$41,250.00
TOTAL BILLING PER PROPOSAL - Original Plus Updated Testimony			\$40,000.00

Lefebvre, Susan

To: Chagnon, Richard
Subject: RE: Update

From: Chagnon, Richard <Richard.T.Chagnon@puc.nh.gov>
Sent: Tuesday, October 27, 2020 10:55 AM
To: Lefebvre, Susan <Susan.J.Lefebvre@puc.nh.gov>; Frantz, Tom <Thomas.C.Frantz@puc.nh.gov>
Cc: Pelletier, Julianne <Julianne.Pelletier@puc.nh.gov>
Subject: Re: Update

I had looked at these. The Liberty invoice is under \$30k. The Eversource contract was increased through an addendum. I think we are okay to pay these.

From: Pelletier, Julianne <Julianne.Pelletier@puc.nh.gov>
Sent: Friday, October 23, 2020 11:54 AM
To: Lefebvre, Susan <Susan.J.Lefebvre@puc.nh.gov>
Subject: FW: Update

From: Woolridge, J. Randall <jrw@psu.edu>
Sent: Wednesday, October 21, 2020 11:26 AM
To: Frantz, Tom <Thomas.C.Frantz@puc.nh.gov>
Cc: Chagnon, Richard <Richard.T.Chagnon@puc.nh.gov>; Pelletier, Julianne <Julianne.Pelletier@puc.nh.gov>
Subject: Re: Update

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Tom - Julia

See attached - let me know if you need anything else.

Thanks

Randy

From: Frantz, Tom <Thomas.C.Frantz@puc.nh.gov>
Sent: Tuesday, October 20, 2020 3:48 PM
To: Woolridge, J. Randall <jrw@psu.edu>
Cc: Chagnon, Richard <Richard.T.Chagnon@puc.nh.gov>; Pelletier, Julianne <Julianne.Pelletier@puc.nh.gov>
Subject: Re: Update

Good to hear from you, Professor. Not sure why all the students need to be in State College if the classes are virtual, but that's a lot of potential community transmission. Are students allowed to go to the game and is there a capacity threshold for the stadium? Oh, and I don't believe we'll see the end of the season, but I hope all conferences get there.

Please send the invoices to me and copy Rich and Juli who I've also copied on this response.

Always great working with you! Thanks again. And stay healthy.

Best,

Tom

From: Woolridge, J. Randall <jrw@psu.edu>
Sent: Tuesday, October 20, 2020 3:07 PM
To: Frantz, Tom
Subject: Update

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Tom

Just checking in - Football starts this week at PSU - We'll see how long it lasts.

Lost of Covid among all these students - I stay away from campus and town..

Its funny - we have classes here - but few face-to-face - all virtual - so students are in town - but campus is empty.

-quick question - who do I send billings to?? I forgot.

Randy

From: [Chagnon, Richard](#)
To: [Lefebvre, Susan](#); [Frantz, Tom](#)
Cc: [Pelletier, Julianne](#)
Subject: Re: Update
Date: Tuesday, October 27, 2020 10:55:30 AM

I had looked at these. The Liberty invoice is under \$30k. The Eversource contract was increased through an addendum. I think we are okay to pay these.

From: Lefebvre, Susan
Sent: Tuesday, October 27, 2020 9:55:51 AM
To: Frantz, Tom; Chagnon, Richard
Cc: Pelletier, Julianne
Subject: FW: Update

Tom/Rich

We cannot pay these invoices as is. Both contracts (see attached) are for \$30,000.00 each and both of these invoices are over that amount.

Regards,

Susan

Susan J Lefebvre

Accountant II-Business Office
NH Public Utilities Commission
21 S Fruit St
Concord, NH 03301
susan.lefebvre@puc.nh.gov
603-271-6078

From: Pelletier, Julianne <Julianne.Pelletier@puc.nh.gov>
Sent: Friday, October 23, 2020 11:54 AM
To: Lefebvre, Susan <Susan.J.Lefebvre@puc.nh.gov>
Subject: FW: Update

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Cc: Chagnon, Richard <Richard.T.Chagnon@puc.nh.gov>; Pelletier, Julianne <Julianne.Pelletier@puc.nh.gov>
Subject: Re: Update

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From: Frantz, Tom <Thomas.C.Frantz@puc.nh.gov>
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Cc: Chagnon, Richard <Richard.T.Chagnon@puc.nh.gov>; Pelletier, Julianne <Julianne.Pelletier@puc.nh.gov>
Subject: Re: Update

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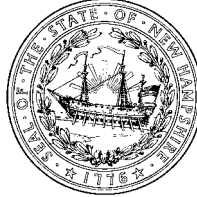
Randy

CHAIRWOMAN
Dianne Martin

COMMISSIONERS
Kathryn M. Bailey
Vacant

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION

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

DE 19-057
Exhibit 73 Part 3

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

October 29, 2020

Kristi Davie E-mail: kristi.davie@eversource.com
Eversource Energy
PO Box 330
Manchester, NH 03105

Dear Kristi:

We have enclosed an invoice for expenses incurred by J. Randall Woolridge, PH.D, Inc., a firm contracted by the Commission. This is for work performed in the month of June 2019-July 2020, in reference to NHPUC Eversource Rate Case Docket DE-19-057.

It would be much appreciated if payment could be returned to the Commission within 15 days.

If you have any questions, please do not hesitate to contact me at 603-271-6078.

Very truly yours,

Susan J Lefebvre

Susan Lefebvre
Business Office

Enclosures: Invoice #12363
Copy of Woolridge Invoice Eversource101520

Attachment ES-DPH-2

Public Service of New Hampshire d/b/a Eversource Energy
Docket No. DE 19-057

Date Request Received: 09/11/2019
Request No. OCA 7-039
Request from: Office of Consumer Advocate

Date of Response: 09/25/2019
Page 1 of 1

Witness: Eric H. Chung, Troy Dixon

Request:

Refer to the attachment provided in response to OCA 1-040. Provide a description of services being provided for "Contractor Costs" of \$148,760.

Response:

The "Contractor Costs" in Attachment OCA 1-040 were for contract labor supplied by Randstad, which is a staffing service providing finance, accounting and other specialists. The supplemental response to OCA 1-040 provides an update on Randstad's services. To further clarify, Randstad provided four analysts as additional resources to the Company's internal personnel in preparing information and exhibits in support of this rate case. Specifically, the Randstad analysts were necessary to assist in compiling project documentation and supporting information for the Company's initial filing and for responses to data requests pertaining to capital planning and capital additions. This work was supported primarily by the Company's Investment Planning staff, but required supplemental resources due to the large number of capital projects over the six-year time span since the Company's last step increase. The Randstad contractors were critical to enable PSNH to prepare and file information on its plant additions and capital programs that is comprehensive, responsive and well-documented.

Attachment ES-DPH-3

STATE OF NEW HAMPSHIRE

Inter-Agency Communication

DATE: August 26, 2021
AT (OFFICE): Department of Energy

FROM: Jay E. Dudley, Utilities Analyst IV, Regulatory Support Division

SUBJECT: DE 19-057 Public Service Company of New Hampshire d/b/a
Eversource Energy, Notice of Intent to File Rate Schedules
Audit Staff Report: Rate Case Expense Review

TO: Public Utilities Commission
Dianne Martin, Chairwoman

CC: Jared Chicoine, Interim Commissioner, Department of Energy
Tom Frantz, Director, Regulatory Support Division
Richard Chagnon, Regulatory Support Division
David Wiesner, Senior Hearings Examiner
Brian Buckley, Hearings Examiner/Staff Attorney
Karen Moran, Chief Auditor
D. Maurice Kreis, Office of the Consumer Advocate

On March 30, 2021, the Audit Division (Audit) of the Public Utilities Commission¹ (PUC) released its final updated audit report (Report) involving an audit of rate case expenses submitted for recovery in the above-referenced docket by Public Service Company of New Hampshire d/b/a Eversource Energy (PSNH or Company), on January 15, 2021. The Company's filing requested recovery of a total of \$2,186,264 in rate case expenses involving various consultant fees incurred during the course of that proceeding by PSNH, PUC Staff, and the Office of the Consumer Advocate (OCA). Pursuant to the Commission's Order No. 26,433 dated December 15, 2020, approving the settlement agreement, Audit performed a comprehensive review of the rate case expenses. The findings of the audit report are summarized below. PSNH provided Audit with separate responses on March 24, 26, and 29, 2021, and those responses were incorporated in the Report. A copy of the Report is attached to this memo as Attachment A. Department of Energy Staff ("Staff") recommends that the Commission approve the findings contained in the audit report and instruct PSNH to comply with Audit's proposed disallowances.

¹ As of July 1, 2021, the Audit Division became a part of the New Hampshire Department of Energy (Department) Division of Administration.

Summary of Audit Findings

As noted above, Audit conducted a comprehensive review of the rate case expenses requested for recovery by PSNH. The key findings of the Report are listed below. Please see Attachment A for greater detail.

- 1) Rule Compliance: Audit found that the Company complied with the filing requirements of Puc 1905, Procedures for Filing for Recovery of Expenses, but that it was not in compliance with Puc 1906, Expenses Recoverable as Rate Case Expenses, and Puc 1907, Expenses not Recoverable as Rate Case Expenses, for some of the expenses requested.
- 2) Keegan Werlin, LLP (PSNH Outside Counsel), \$695,579: Audit recommends 100% disallowance of this amount per Puc 1907. Puc 1907.1 excludes “expenses for matters handled by service providers that are typically performed by utility management and staff of the utility, based on their experience, expertise, and availability.” Audit found that all of the legal tasks performed by outside counsel for the rate case (e.g. preparing, reviewing, legal filings, editing data responses, updating discovery logs, compiling materials, internal meetings, testimony, hearings, etc.) could have been carried out by the Company’s internal legal staff, and that external counsel devoted some of its time (amounting to \$ 8,527 in billings) to familiarizing itself with New Hampshire rate case procedures and processes. Audit also found that PSNH did not retain outside legal counsel in its last rate case in Docket DE 09-035, and that other utilities such as Liberty Utilities in Docket DE 19-064, Unitil Energy in Docket DE 16-384, and Liberty (Energy North) in Docket DG 17-048 all relied on internal legal resources for those proceedings. See Audit Issue #1.
- 3) Economists Incorporated (PSNH Allocated Cost of Service Consultant), \$278,164: Audit recommends disallowance of \$7,425 from this amount for a revised total of \$270,739. Audit found in its review of the invoices that some of the consultant’s work was related to docket DE 16-576 (Net Metering) in the amount of \$1,425, and that a typographical error resulted in an incorrect charge of \$6,000, resulting in a total of \$7,425. See Audit Issue #1.
- 4) Economists Incorporated (PSNH Marginal Cost Consultant), \$175,494: Audit recommends disallowance of \$9,025 from this amount for a revised total of \$166,469. Audit found through its review of the invoices that some of the consultant’s work was related to docket DE 16-576 (Net Metering) and not the rate case. The invoices associated with the work performed in DE 16-576 totaled \$9,025.² See Audit Issue #1.
- 5) Concentric Energy Advisers (PSNH Cost of Capital/ROE consultant), \$173,672: Audit recommends disallowance of \$38,432 for a revised total of \$135,240. While researching a data request from Audit, the Company discovered an over-

² The “Final Summary” of the Report at 20 adjusts this disallowance to a net amount of \$238 because \$8,787.50 in expense was misclassified by Economists Incorporated and included in the marginal cost study but should have been included in the allocated cost study (i.e. \$9,025 - \$8,787.50 = \$238 rounded). Therefore, the disallowance for the allocated cost study was also adjusted to \$16,213 to account for the misclassification (\$7,425 + 8,787.50 = \$16,213 rounded). Also see pg. 7 of the Report.

Attachment ES-DPH-3

- payment to the consultant of \$38,228 related to an over-budget amount of \$73,356. The terms of the consultant's proposal contained a fixed component which led to the detection of the over-payment. PSNH agreed to remove that amount from the rate case expenses. Audit also found a \$204 charge involving Standard & Poors research on the water industry which was unrelated to the rate case resulting in the total disallowance of \$38,432. See Audit Issue #'s 1 and 2.
- 6) Gannett Fleming, Inc. (PSNH Depreciation Study consultant), \$106,577: Audit found the invoices to be an accurate reflection of the charges, therefore no disallowance is recommended.
 - 7) Ranstad Corporate Services (PSNH Temporary Support Services), \$151,198: Audit recommends 100% disallowance of this amount. Upon review of the purchase orders and timesheets provided by the Company, Audit was unable to determine or substantiate what specific tasks or projects the temporary support staff worked on and whether that work was related to the rate case. See Audit Issue #1.
 - 8) AON (PSNH Pension Plan Consultant), \$3,060: Audit found the invoices to be an accurate reflection of the charges, therefore no disallowance is recommended.
 - 9) Spectrum Marketing Companies (PSNH Printing and Direct Mailing provider), \$163,276: Initially, Audit was unable to determine whether the expense was necessary or if the expense related exclusively to PSNH (Spectrum provides services corporate-wide for Eversource). Upon receiving additional information from the Company, Audit concluded that no disallowance was necessary.
 - 10) Blue Ridge Consulting (PUC Staff Cost of Service/Revenue Requirement Consultant), \$88,308: Audit found the timesheets, invoices, and approvals supportive of the charges, therefore no disallowance is recommended.
 - 11) The Brattle Group (PUC Staff Marginal Cost/Rate Design Consultant), \$149,359: Audit found the timesheets, invoices, and approvals supportive of the charges, therefore no disallowance is recommended.
 - 12) Scott Mueller (PUC Staff Outside Legal Counsel), \$138,013: Audit found the need for external legal counsel to be justified given the increased workload posed at that time by the filing of two electric rate cases simultaneously (PSNH and Liberty), coupled with a substantial docket book of complex cases including Grid Mod, Net Metering, and energy efficiency, and the reduction in internal legal staff due to retirements; therefore no disallowance is recommended.
 - 13) J. Randall Woolridge, Ph.D. (PUC Staff Cost of Capital/ROE Consultant), \$40,000: Audit found the invoices and approvals supportive of the charges, therefore no disallowance is recommended.
 - 14) Strategen Consulting (OCA Cost of Service Consultant), \$5,881: Audit found the invoices to be an accurate reflection of the charges, therefore no disallowance is recommended.
 - 15) Optimal Energy/The Wired Group (OCA Metering Consultant), \$17,684: Audit found the invoices to be an accurate reflection of the charges, therefore no disallowance is recommended.
 - 16) Larkin & Associates (OCA Revenue Requirement Consultant), \$0: Audit found that the costs for this consultant were paid out of the OCA Litigation account

Attachment ES-DPH-3

instead of the Special Assessment account, therefore there was no request for recovery of these charges.

Rate Case Expense/Disallowance Tabulation

Consultant	Requested Expense	Audit Recommendation	Disallowance
Keegan Werlin, LLP	\$695,579	\$0	(\$695,579)
Economists, Inc. (Marginal Cost)	\$175,494	\$166,469	(\$9,025)
Economists, Inc. (Cost of Service)	\$278,164	\$270,739	(\$7,425)
Concentric	\$173,672	\$135,240	(\$38,432)
Gannett Fleming	\$106,577	\$106,577	(\$0)
Randstad Corporate Services	\$151,198	\$0	(\$151,198)
AON	\$3,060	\$3,060	(\$0)
Spectrum Marketing	\$163,276	\$163,276	(\$0)
Blue Ridge Consulting	\$88,308	\$88,308	(\$0)
J. Randall Woolridge	\$40,000	\$40,000	(\$0)
The Brattle Group	\$149,359	\$149,359	(\$0)
Scott J. Mueller	\$138,013	\$138,013	(\$0)
Strategen	\$5,881	\$5,881	(\$0)
Optimal Energy	\$17,684	\$17,684	(\$0)
Larkin & Associates	\$0	\$0	(\$0)
Total	\$2,186,264	\$1,284,606	(\$901,659)

Department of Energy Staff's Recommendation

Staff has reviewed the final audit report provided by the Audit Division involving PSNH's request for recovery of rate case expenses. It is Staff's opinion that the audit is complete and accurate and that the disallowance recommendations contained therein are well supported and justified. Staff also reviewed the Company's responses, but when weighed against the observations contained in Audit's review, Staff did not find the responses persuasive. Therefore, Staff recommends that the Commission adopt the findings contained in the Report and approve the recommended disallowances totaling \$901,659, requiring PSNH to reduce the total amount of recoverable rate case expenses from \$2,186,264 to \$1,284,606.

Attachment ES-DPH-3

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE: March 30, 2021
AT (OFFICE): NHPUC

FROM: PUC Audit Staff

SUBJECT: Public Service Company of New Hampshire d/b/a Eversource
DE 19-057 Rate Case Expense Review
Updated FINAL Audit Report

TO: Tom Frantz, Director, Electric Division
Rich Chagnon, Assistant Director, Electric Division

Background

Eversource filed for an increase in base rates, which was docketed as DE 19-057. A stipulated settlement agreement was approved by Commission Order 26,433 on 12/15/2020. The Company filed its rate case expenses on 1/15/2021, in compliance with Puc 1905.02.

The Company provided a summary of the \$2,186,264 rate case expenses, identified as actuals as of January 15, 2021:

Company Incurred:

Keegan Werlin, LLP	\$ 695,579	competitive bid
Economists Incorporated	\$ 175,494	competitive bid
Economists Incorporated	\$ 278,164	competitive bid
Concentric Energy Advisors, Inc.	\$ 173,672	competitive bid
Gannet Fleming, Inc.	\$ 106,577	competitive bid
Randstad	\$ 151,198	existing contract
Aon	\$ 3,060	existing contract
Spectrum Marketing Companies, Inc.	\$ 163,276	existing contract
Total Company Incurred	\$1,747,020	

PUC Staff Consulting Costs

Blue Ridge Consulting	\$ 88,308
J. Randall Woolridge, Ph.D.	\$ 40,000
The Brattle Group	\$ 149,359
Scott J. Mueller	\$ 138,013

OCA Consulting Costs

Strategen	\$ 5,881
Optimal Energy/The Wired Group	\$ 17,684
Larkin & Associates	\$ "unknown"
Grand Total Rate Case Expenses	\$2,186,264

Attachment ES-DPH-3

The OCA Larkin & Associates “unknown” costs were contemplated to be paid from the OCA Litigation account (at the State accounting level), rather than from the Special Assessment account used by the PUC Business Office for other consultant costs. As a result, there will be no request for recovery of the costs associated with Larkin & Associates. The filing, accurately, did not include any reference to it other than the “unknown” indication on the filing summary.

Audit discussed the accounting treatment of the Larkin & Associates costs with both the PUC Business Office and the Office of the Consumer Advocate. The PUC Business Office provided a copy of the proposal sent to Governor and Council for the March 13, 2019 meeting that requested authorization to enter into a contract for the professional services of Larkin & Associates in the upcoming Eversource rate case, and any other rate case that time and budget would allow. The document specifically requested that the funds be allocated to the Consumer Advocate budget line 010-081-28160000-233-500769 Litigation for FY 2019 \$30,000 and FY 2020 \$38,000. Because of the use of account 233, the consulting costs were paid out of the OCA Litigation budget line directly to Larkin with no contemplation that the utility would be billed to reimburse the OCA budget line. The Business Office, as well as the OCA, also provided a spreadsheet showing the drawdown, with \$67,592.50 spent as of 11/23/2020 for services through 8/30/2020. Again, these costs will not be requested for recovery from Eversource, as a rate case expense.

Competitive Bids

Audit requested and was provided with a confidential listing of the scoring results of the competitive bids for the external legal, marginal and allocated cost of service studies, cost of capital, and depreciation.

Regarding the responses for legal, the RFP was sent to four firms, of which three responded. Of five scoring categories, the winner bidder Keegan Werlin, scored highest on four of the five.

Regarding the marginal and allocated cost of service studies, the RFP was sent to five firms. Each responded. Of the five distinct scoring categories (not those included in the RFP for legal services), the Economists scored highest in four of five categories. Their overall weighted average was not the highest, but they were chosen over the firm with the highest score based on the criterion in which they did score highest.

Regarding the cost of capital bid, the request was sent to five firms, three of which responded. There were six criteria on which each response was scored. In two categories, Concentric scored highest, in one category it was equal with one other responding firm, in one category, a different firm was highest, and in two categories, it tied with all three responses. The weighted score for Concentric was calculated higher than the other firms.

Regarding the depreciation study, the scoring criteria included six distinct categories. The RFP was sent to three firms, two of which responded to the RFP. One category identified the other bidder with a higher score, one category indicated the same score, and the remaining categories all reflected Gannett Fleming with the higher score and overall higher weighted average.

Attachment ES-DPH-3

The filing included:

1. Summary Bates page 000013
2. Listing by Vendor and Date of Costs incurred Bates 000014 – 000016
3. Eversource Procurement Policy Bates 000017 – 000019
4. Eversource Procurement Manual Bates 000020 – 000031
5. Eversource Policy and Procedure Memorandum Bates 000032
6. Eversource Statement of Procurement Objectives, Policies and Procedures Bates 000033-000041
7. Principles and Standards of Ethical Supply Management Bates 000042
8. Eversource Supplier Code of Business Conduct Bates 000043 – 000049
9. RFP for Outside Counsel Bates 000050 – 000161
10. (Economists)PSNH Allocated Cost of Service Study and Rate Design Support Bates 000162 -000164
11. (Economists)Purchase Order Details (for Marginal Cost of Service) Bates 000165 - 000172
12. (Economists)Purchase Order Details (for Allocated Cost of Service) Bates 000173 - 000179 plus \$120k
13. Concentric Energy Advisors, Inc. Purchase Order Details Bates 000180 – 000222
14. (Concentric) Eversource Energy General Terms and Conditions Consulting Services Bates 000223-000250
15. (Gannett Fleming Valuation and Rate Consultants, LLC) Depreciation Consultant Purchase Order Details Bates 000251-000253
16. (Gannett) Eversource Energy General Terms and Conditions General Services Bates 000254 -000284
17. Randstad purchase order details Bates 000285-000351
18. AON Consulting, Inc. Bates 000352-000358
19. Hewitt Associates (combined firm with AON in 2010) Bates 000359-000386
20. Spectrum Marketing Companies, Inc. Bates 000387-000388
21. Keegan Werlin invoices were noted from Bates 000389-000542
22. Economists Incorporated-Cost of Service Study invoices Bates 000543-000589
23. Economists Incorporated-Allocated Cost of Service Study Bates 000590-000633
24. Concentric Energy Advisors invoices Bates 000634-000691
25. Gannett Fleming Valuation and Rate Consultants, LLC invoices Bates 000692- 000749
26. Randstad invoices Bates 000750-000753
27. AON invoices Bates 000754-000755
28. Spectrum invoices Bates 000756
29. Blue Ridge Consulting invoices Bates 000757-000855
30. The Brattle Group invoices Bates 000856-000930
31. Scott Mueller invoices Bates 000931-000981
32. Strategen Consulting invoices Bates 000981-000985
33. Optimal Energy invoices Bates 000986-001030
34. J. Randall Woolridge, Ph.D. invoice Bates 001031-001039

Compliance with Puc 1900 Rules

Audit reviewed the frequency of rate case expense filings for compliance with Puc 1905, Procedures for Filing for Recovery of Expenses; Puc 1906, Expenses Recoverable as Rate Case Expenses; and Puc 1907, Expenses not Recoverable as Rate Case Expenses.

Puc 1905.01 requires filing of actual and projected rate case expenses with the rate case then every 90 days thereafter, the name of the service provider, the procurement process, amounts, a listing of all services to be rendered on behalf of the utility by any vendor, and the total estimated cost of each service. Eversource filed:

Docket book tab #17 on 05/28/2019 within the initial filing on Bates SFR-004028 through SFR-004031

Docket book tab #47 as of 07/31/2019, although detailed report shows as of 7/31/2018

Docket book tab #61 as of 10/31/2019

Docket book tab #80 as of 01/30/2020

Docket book tab #96 as of 04/30/2020

Docket book tab #115 as of 07/31/2020

Docket book tab #136 as of 10/31/2020

Docket book tab #148 as of 01/15/2021, Final actual expenses

Based on the submissions, Eversource complied with the filing requirements in Puc 1905.01.

The documentation of expenses, outlined in Puc 1905.03, requires evidence of all rate case expenses and any related allocations including:

(a) All invoices paid or to be paid

(b) Name of each vendor

(c) The amount of the expense to be included as part of rate case expenses

(d) A description and date of the charge or service rendered

(e) A statement that the expense is consistent with the utility's written procurement policy

(f) The utility's procurement policy in place at the time the expenses were incurred

(g) The contract entered into that generated the expense

(h) A statement of whether the contract was obtained after negotiations or competitive bid

The filing of the reported rate case expenses addressed each requirement of Puc 1905.03.

Documentation Review-identified by number outlined on page 3 of this report

21. Keegan Werlin The details about the request for proposal, and Keegan Werlin's response, included in the filing on Bates pages 000050 through 000161 were reviewed. Eversource indicated that the firm was chosen based on scoring. Of the four firms to which the RFP was sent, one did not respond. The remaining three firms were "scored" based on the ranking within five categories. The firm with the highest weighted score was selected. While Keegan Werlin scored highest in each category, it scored lowest regarding "commercial terms and lack of potential conflicts". The double digit discount off the standard billing rates was selected by Eversource as the manner of charging time.

Attachment ES-DPH-3

The reported cost total \$695,579 external legal counsel was verified to invoices over several years. Because the firm is based in Boston, Audit noted consistent reference to the DPU (Department of Public Utilities, the acronym used in Massachusetts). Aside from the specific instances of recommended disallowances below, Audit recommends 100% disallowance for the external legal counsel. All of the time spent preparing, reviewing, editing data request responses and updating logs, daily phone calls with what was called the “core” rate case team, discussions among counsel and Eversource employees regarding testimony, technical sessions, hearings, preparing and filing documents for submission to the NH PUC, should have been accomplished by the legal staff of the Company. Audit requested the number of staff attorneys at Eversource (corporate) and PSNH specifically, and was told:

“Eversource Energy has approximately 35 in-house attorneys currently providing legal services to each of the nine operating companies in Connecticut, Massachusetts and New Hampshire, as well as the Eversource parent, service company, transmission business, and various unregulated subsidiaries. The in-house attorneys cover areas such as: corporate governance, litigation and dispute resolution, bankruptcy, labor and employment, state and federal regulatory, environmental, and real estate matters. The in-house attorneys are employed by Eversource Energy Service Company and provide services across the enterprise, including to PSNH. At present, there are 3 attorneys based in New Hampshire who work primarily on matters for PSNH and Aquarion Water Company of New Hampshire. Two of these attorneys are fully engaged in regulatory proceedings before the Commission, although at times they also cover non-PUC related work including, but not limited to, contract work, purchasing, legislative affairs, energy efficiency, customer service, customer complaints, renewable issues, administrative appeals, and other general legal advice. The third attorney is engaged primarily on New Hampshire real estate matters. By comparison, during PSNH’s last rate case in 2009, PSNH had a total of 6 New Hampshire based attorneys, including 2 regulatory attorneys. The legal department’s goal is to do as much legal work as possible using in-house resources, but all practice areas within the Eversource legal department rely on outside resources when there is a particular rise in workload or there is a particular expertise required. As a result of all the aforementioned factors, the Company retained the law firm of Keegan Werlin to assist PSNH with its most recent rate case. This was a function of both the substantial work required to provide legal support for the rate case as well as Keegan Werlin’s extensive rate case expertise.”

For comparison, Audit verified that the prior PSNH rate case docketed as 09-035 did not reflect the use of external legal counsel: Liberty Utilities DE 19-064 rate case expenses did not include any external legal fees; the DG 17-048 Liberty (EnergyNorth) rate case expenses did not include any external legal fees; and the Unitil Energy DE 16-384 rate case expenses also did not include any external legal fees. **Audit Issue #1**

Specifics of the external legal invoices are summarized by year:

2018- 10 invoices summing to \$59,234.50 of which \$8,527 should be excluded due to the extraneous costs of the legal firm to become familiar with NH rate case procedures, other NH rate proceedings, creation of databases of rate cases, inclusion of merger related costs, photocopying, etc., despite represented “familiarity with electric distribution, NHPUC and Eversource.” The total \$59,234.50 should be excluded from the rate case recovery due to Puc 1907.01(a).

2019- 12 invoices sum to \$451,749.43. Specific charges related to the NH PUC Audit must be excluded, administrative types of charges for updating discovery logs, compiling

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materials, completing matrix information, photocopies, etc., should also be specifically excluded. The total of these types of charges is \$79,321.93. The total \$451,749.43 for 2019 should be excluded per Puc 1907.01 (a) and Puc 1901.01(c).

2020- 11 invoices sum to \$184,595.04. While many of the invoices reflect routine rate case related work, Audit noted many instances for which time was charged for the NH PUC Audit report, copying, overnight mailing, discussions related to capital project variances and issues of meter retirements, etc. The total of these types of charges, which cannot be recovered through rate case expenses was noted to be \$18,007.04. The total \$184,595.04 for 2020 should be excluded per Puc 1907.01 (a) and Puc 1901.01(c).

Puc 1907.01(a) excludes “expenses for matters handled by service providers that are typically performed by utility management and staff of the utility, based on their experience, expertise, and availability”.

Puc 1907.01(c) specifically excludes recovery of any “expenses related to commission audit inquiries”.

Within the response to the RFP was reference to a monthly tracker of costs, actual vs. budget, as well as by attorney. Audit requested the tracker, which was provided.

22. Economists Incorporated-Marginal Cost of Service Study \$175,494 was verified to the physical pdf copies of the detailed listing of invoices on Bates page 000014. Of the invoices reviewed, Audit originally recommended reducing the total by unsupported travel advances and expenses, as well as by costs incurred for docket DE 16-576, Development of New Alternative Net Metering Tariffs and/or Other Regulatory Mechanisms and Tariffs for Customer Generators (all electric utilities participate in this docket). However, in response to the draft Audit report, specific travel vouchers were provided to support the following two expense figures:

Travel/Miscellaneous expenses invoice #25818	\$ 1,109.46	Bates 572-573
Travel/Miscellaneous expenses invoice #26117	\$ 2,437.01	Bates 575-576

Hours billed for time relating to the DE 16-576 docket, however, should be excluded. Specifically:

Relating to DE 16-576 invoice #24578	8 hours	\$ 3,800.00	Bates 562-563
Relating to DE 16-576 invoice #24746	11 hours	<u>\$ 5,225.00</u>	Bates 564-565
Recommended Exclusion		\$ 9,025.00	

Audit noted the total of \$9,025.00 to exclude, which would result in an adjusted balance of \$166,469. **Audit Issue #1**

Eleven of the thirteen invoices reviewed included past due figures. While none of the invoices included any sort of interest or penalty for late payment, Audit requested clarification of why the payments were not made. The Company indicated: *“The Company processed and reviewed invoices in a timely manner. When the delivery of invoices by the vendor to the company were delayed, a balance forward was carried in subsequent months. Mismatches on invoices between purchase order and work performed identified during review required*

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revisions which resulted in carried balances until resolved.” Based on the Company response, it appears that the consultant consistently invoiced Eversource erroneously, from July 2018 through October 2020.

The filing reflects the RFP and response from Economists on Bates pages 000165 through 000172. The purchase order on Bates page 000166 indicates a “not to exceed” figure of \$175,000. Bates page 000169 reflects an updated purchase order #10985117 which replaced the original #10279646 \$175,000. The updated purchase order, dated 1/29/2020 increased the total contract to \$250,000.

Eversource provided the RFP to five firms. Two did not respond, and three sent bids. Audit reviewed the “scoring” of the three. The winning bid ranked second in overall scoring. Eversource did not provide more detail regarding why the highest scored bidder was not selected. The same documentation supporting the MCOS was used for the ACOS discussed below.

Within the filing, on Bates page 000614 are 18.5 hours relating to work on the MCOS Study, totaling \$8,787.50. This figure is noted within the Allocated Cost of Service study total, rather than this Marginal Cost of Service study. The overall cost is not impacted by this misclassification.

23. Economists Incorporated Allocated Cost of Service Study \$278,164 was verified to the pdf copies of the detailed listing of invoices on Bates page 000014. Audit noted time spent on the Marginal cost of service, which should have been included in item 22 above, but because the expense relates to the DE 19-057 rate case, is allowed. As above, an unsupported travel expense figure of \$1,117.60, was subsequently supported with travel vouchers provided in response to the draft Audit report. Time relating to DE 16-576 \$1,425.00, and a typographical error of \$6,000, result in total disallowed expenses of \$7,425.00 which brings the ACOS figure to \$270,739.

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As noted in the description for the review of the Economists’ MCOS invoices, there were thirteen invoices that sum to the reported total of \$278,164. Eleven of the thirteen reflected past due figures.

The filing Bates pages 000173 through 000179 document the Economists Inc. Allocated Cost of Service response to the RFP. Page 000173 shows a purchase order 10672156, with a requested delivery date of 8/27/2018 and date of issue 9/11/2019 in the amount of \$186,000 for the NH Allocated Distribution “Sot” of Service Study. An updated purchase order, #10947368 on Bates 000177 reflects a requested delivery date of 7/31/2019 for issue date 9/11/2019 in the amount of \$120,000 for Allocated Cost of Service and R&D. Based on the total reported, it appears that the \$120,000 was added to the initial \$186,000 purchase order, although that was not stated explicitly.

24. Concentric Energy Advisors \$173,672, noted on Bates pages 000014 – 000015, purchase order on Bates 000180 in the amount of \$250,000, and invoices on Bates 000634 - 000691 were reviewed. Audit also reviewed the purchase order issued 6/12/2019 for delivery date 1/28/2019 in the amount of \$250,000 on Bates page 000180. The dates differ from the response to a proposal from Concentric dated 11/15/2017 found on Bates pages 000183 – 000222. Within that proposal, the Company provided an estimate to conduct a return on equity and cost of capital

study for Yankee Gas Services Company and Public Service of New Hampshire. The Yankee estimate was \$110,184 and PSNH \$100,316.

Eversource informed NH PUC Audit that the \$73,356 over-budget resulted from the differences between budget and actual for “variable tasks”. While researching the response to the question by NH PUC Audit, however, Eversource identified a fixed component of the proposal over which the actual amount was paid, and indicated it would reduce the requested Rate Case Expense related to Concentric by \$38,228. **Audit Issue #1 and Audit Issue #2**

Audit requested and was provided with all invoices for Yankee Gas, to ensure that there was no cross-subsidization or payment between Yankee and PSNH. There was none detected.

Audit requested clarification regarding invoice #0011868 dated 2/4/2019 \$4,511.75 included on the Concentric billing for March 2019 as a past due amount, but there was no invoice included as support, and the amount was not included in filing total. Eversource indicated that the *“invoice in question was canceled by Eversource in August 2019 and that amount was not paid by Eversource. The outstanding invoice was removed as an outstanding invoice as shown on the January 2020 invoice (Bates page 000680), but for reasons not known to the Company, the \$4,811.75 was not removed from the Billings to Date total on Concentric's invoices.”*

Each Concentric invoice reflected Engagement number 03487.00, PSNH RoE. Over the course of the engagement, hours incurred by the four individuals included in the RFP response were noted, along with hours for nine other individuals. Not all were noted on each invoice, but Audit requested clarification of the use of personnel not identified in the RFP. Eversource indicated that *“[t]he duration of the PSNH rate case extended out much longer than a normal rate case schedule. Concentric managed resources accordingly and deployed highly qualified staff on tasks related to this case over that duration to meet the needs of the project efficiently and to also manage obligations to other project commitments over that time. Further, some of the individuals on the invoices are managing the update of Concentric's models that are relied on for the practice as a whole. This time is charged out to clients on an as used basis. The allocation of this cost across projects, when the project requires the data, allows Concentric to provide the most cost efficient delivery of model results to all clients. Each individual who was staffed on this assignment has worked in Concentric's ROE practice and has significant knowledge of the subject matter. Therefore, no additional costs were incurred to “ramp up” as individuals provided their expertise on this assignment.”* Audit is unclear regarding the reference to the time taken regarding the instant rate case. Statute 378:6 requires completion of a rate case within 12 months. The Governor’s Emergency Orders and Executive Orders, included by reference within the statute, authorized the extension of rate proceedings for 18 months, due to the COVID-19 pandemic. The Company’s statement of *“[t]he duration of the PSNH rate case extended out much longer than a normal rate case schedule* does not reference the pandemic.

The December 2017 invoice should be reduced by \$204 for time spent conducting S&P research on the water industry. Of the 24 invoices reviewed, 23 reflected past due amounts. Only one invoice indicated that the account with Concentric was current.

As noted on each Economists invoice, of the twenty four Concentric invoices, three reflected only current charges, while the other twenty one had past due amounts.

25. Gannett Fleming, Inc. \$106,577 total per Bates page 000015 was verified to pdf copies of invoices on Bates pages 000692 through 000749. Support for each invoice with employee expenses was provided, such as airfare receipts, hotel receipts, and food receipts. Each Gannett invoice reflected their purchase order number 10214405-Depreciation Study for Public Service

of New Hampshire, hours worked by position, and the hourly rates for each employee. All invoices reflected only current charges.

26. Randstad Corporate Services, as discussed in the Corporate Services Agreement, provides temporary employees to clients (Bates 000291) The \$151,198 was the sum of weekly allocated dollars per a “Randstad Invoice and Timesheet detail” for four employees. It is unclear if the weekly detail (see Bates pages 000750 – 000753 are the attachments to an invoice that was not provided, or if the detail is a product of Eversource. The purchase order relating to Randstad began on Bates page 000285, with “nontax ST (straight time) hours \$8,250,000”; “nontax OT hours (overtime) \$325,000; and “nontax expenses \$60,000” for a total PO cost of \$8,635,000. The PO 02286986-00007 identified as “revision 2” reflected “required dates” for each expense type 4/14/2017 with a date of issue 6/19/2017. Revision 5 on Bates 000268 for PO 02286986-00011 is identified as “revision 5” with identical descriptions and dates, but sums to \$63,950,000. The weekly timesheets reflect hours for the weeks ending 1/6/2018 through 3/31/2019, although there is no indication on the sheets for what project the employees had been temporarily hired. The contract details from Bates pages 000285-000351 (from 2016) do not provide evidence of the activities needed to support a rate case. **Audit Issue #1**

27. AON \$3,060 was verified to a portion of one invoice for services rendered during August 2019. The overall invoice total was \$13,018.22 of which \$3,060 was identified as “PSNH Rate Case Support”. The purchase order 10150584, with requested delivery date 10/23/2017 and date of issue 4/30/2018 was for consulting services for the investment management pension plan, for an overall expense total of \$1,000,000. Additional pages demonstrate an ongoing relationship with Hewitt Associates (from 2004). AON purchased Hewitt in 2010.

28. Spectrum \$163,276 was verified to one invoice dated 5/28/2019. The information on the invoice reflected 302,363 rate notification letters at \$0.54 per unit. Audit cannot conclude that the incurred (external marketing) expense was necessary based on the information provided, or if the expense related to the NH portion of Eversource. On Bates page 000387 is a Purchase Order related to Spectrum Marketing Companies, Inc. in the amount of \$500,000, of which \$10,000 was drawn down. The PO was issued 12/12/2013, reflecting the seventh revision to the original PO date of 9/2009.

Audit requested clarification of specifically what Spectrum Marketing was hired to do, why the printing was outsourced, what the notification letter was, whether the cost was for a direct mailing or printed to be included as a bill stuffer. The Company responded that “*Spectrum is Eversource’s preferred printing supplier and was engaged to print (double-sided, in color), fold and insert into envelopes that were printed for Eversource, and mailed first class to customers. The letters were mailed first class to ensure that the letters would reach all NH customers by the end of May in order to fulfill the requirement that customers were notified of the rate change 30 days prior to the change taking place on July 1, 2019.*” The notices were direct mailed from Spectrum on May 22, 2019. Audit requested a copy of the notice, which was provided.

29. Blue Ridge Consulting invoices Bates \$88,308 as documented on Bates pages 000757-000855, represents external consultant used by the NH PUC Staff for Revenue Requirement expertise. Each invoice was supported with timesheets, and expense documentation, along with

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the identification of DE 19-057. The invoices were received into the NH PUC Business Office, forwarded for approval to the Electric division of the NHPUC. Approval was noted, and the invoices were sent to Eversource for payment to the NHPUC.

30. The Brattle Group invoices Bates \$149,359, documented on Bates pages 000856-000930 represents the external consultant hired by the NH PUC for expertise in the Marginal Cost of Service studies and Rate Design. As above, invoices from the Brattle Group were received into the PUC Business Office, forwarded for approval to the Electric division, then sent to Eversource.

31. Scott Mueller, External Legal Counsel hired by the PUC to assist the seven PUC attorneys, one of whom was retiring. Audit requested clarification (from the NH PUC Legal division and the NH PUC Electric division) of the need to hire external counsel, and was informed that at the time of the contemplated Eversource rate case, there were two electric rate cases in progress, the triennial energy efficiency docket, Net Metering, among many other dockets as follows:

- 2017 there were 200 dockets
- 2018 there were 195 dockets
- 2019 there were 202 dockets
- 2020 there were 211 dockets

While PUC Staff attorneys may not work on every docket, the workload, with the understanding that one of the seven attorneys was retiring in 2019, along with the fact that the PUC does not decide when utilities file petitions for changes in rates, the Legal and Electric divisions understood that the workload would require external assistance.

32. Strategen Consulting invoices documented on Bates 000981 – 000985 represent the consultant hired by the Office of the Consumer Advocate for expertise in cost of service studies. The \$5,880.75 was verified to one invoice dated 9/30/2019. As with the NH PUC invoices, the Strategen invoice was sent to Eversource from the NH PUC Business Office.

33. Optimal Energy invoices Bates 000986- 001030 that sum to \$17,684 represent the total consulting expenses for services provided to the NH OCA related to specific technical/engineering support. Invoices to Eversource from the PUC Business Office support the total.

34. J. Randall Woolridge, Ph.D. invoice Bates 001031 – 001039 was hired as an external consultant for his expertise in Cost of Capital. The total \$40,000 was noted on one invoice with dates, hours worked, description of the work completed from June 2019 through July 2020. As with the NH PUC and OCA consultants, the invoice submitted to Eversource was from the NH PUC Business Office.

General Ledger Review

Audit requested the original journal entries for all costs included within the request for rate case expense recovery, including any reclassifications, the account to which the reclassification was posted, and the reason for any such reclassification. The Company provided the details of the postings to the Distribution segment 06, FERC account 186RCO, Rate Case

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Expense-Deferred. Specific entries debiting and crediting the 186RCO were noted. Audit requested an explanation of the entries and was informed the general ledger source fields indicate the type of entry:

SCL represents a liability related to the invoice as a payable

SCR represents a reversal of the invoice if it is deemed to be incorrect

SCV represents the source field for the actual final invoice applied to the work order

The total of \$2,186,264 was noted within spreadsheet detail provided to Audit as response to Audit-001, Rate Case Expense through Jan 2021. There were five tabs noted in the spreadsheet, with the following totals:

Final	\$2,186,264.00
Summary by Vendor	\$2,217,578.80
PPData DRCE0006	\$2,242,550.33
PPData reformatted	\$2,313,233.15

The Summary by Vendor tab reflected each specific invoice. The Economist section for the Marginal Cost of Service is \$24,245 higher than the Final tab, because the Summary by Vendor includes the total of invoices with past due balances, rather than the current portion for the invoices in question. The total for Randstad is also higher in the Summary by Vendor tab due to inclusion of \$7,069 for work done by two employees not related to the rate case. **Audit Issue #3**

Audit was also provided with the following information: *“Please refer to the following attachments containing detailed entries from the cost repository to support the rate case expense amounts filed.*

- *Attachment Audit Request 1 Rate Case Expense through Jan 2021.xlsx contains the detailed data from the PowerPlan general ledger to support the rate case expenses filed.*
- *Attachment Audit Request 1 Randstad PPData Journal Entry Support.xlsx provides the detail behind the Randstad contractor charges and support for two journal entries that moved costs to and from the PSNH rate case work order as described in the bullets below.*
- *Attachment Audit Request JE 301228 Randstad.pdf contains the journal entry for \$76,758.18 that transferred Randstad charges for contractor employees Robert Martin, Pauline Patten, Denise Shea and Leslie Weil from the initially charged work orders to the PSNH rate case work order. Upon further review of the support for the journal, it was identified that the journal amount was overstated by \$7,069.83 and was adjusted before the final rate case expenses were filed. The detail supporting the journal entry is provided in Attachment Audit Request 1 Randstad PPData Journal Entry Support.xlsx (JE 301228 Correct Jan18-Apr18 and PPData Not DRCE0006 tabs).*
- *Attachment Audit Request 1 JE 337776 Randstad.pdf contains the journal entry for \$70,682.82 that transferred Randstad contractor charges for employees Robert Martin, Leslie Wei and Denise Shea to the NSTAR Gas rate case from the PSNH rate case work order based on an allocation. The detail behind the allocation is provided in Attachment Audit Request 1 Randstad PPData Journal Entry Support.xlsx (DRCE0006 Apr18-Dec19 JE 337776 and PPData DRCE0006 tabs).”*

Audit Issue #1

Recommended Exclusion from the Proposed Rate Case Expense Total

Background

Eversource provided the PUC with its request for recovery of rate case expenses, within 30 days of the final order, as required by the Puc 1900 rules.

Issue

Audit recommends exclusion of certain expenses, for reasons outlined in the text of this report.

<u>As Proposed by Eversource</u>	<u>Recommended by PUC Audit</u>
Keegan Werlin, LLP legal services \$ 695,579	\$ -0-
Economists, Inc. marginal cost study \$ 175,494	\$166,469
Economists, Inc. allocated cost study \$ 278,164	\$269,621
Concentric, cost of capital study \$ 173,672	\$135,240
Gannett Fleming, depreciation study \$ 106,577	\$106,577
Randstad Plant Additions contractor \$ 151,198	\$ -0-
AON Actuarial contractor \$ 3,060	\$ 3,060
Spectrum Marketing postage etc. \$ 163,276	\$163,276
Blue Ridge Consulting-PUC \$ 88,308	\$ 88,308
J. Randall Woolridge Ph.D.-PUC \$ 40,000	\$ 40,000
The Brattle Group-PUC \$ 149,359	\$149,359
Scott J. Mueller-PUC \$ 138,013	\$138,013
Strategen-OCA \$ 5,881	\$ 5,881
Optimal Energy-OCA \$ 17,684	\$ 17,684
Larkin & Associates-OCA <u>\$ unknown</u>	<u>\$zero will be billed</u>
TOTAL \$2,186,264	\$1,284,606

Recommendation

Audit recommends that the total Rate Case Expense figure to contemplate for recovery should be \$1,284,606.

For ease of review, NH PUC Audit underlined agreement or disagreement with the recommended disallowances in the Company Comment section below.

Company Comment

The Company is addressing Audit's recommendations for disallowance of costs separately for each vendor below.

Keegan Werlin (\$695,579)

The Company disagrees with the \$695,579 disallowance proposed for Keegan Werlin's legal services. According to Audit, the reason for recommending a total disallowance is that "All of the time spent preparing, reviewing, editing data request responses and updating logs, daily phone calls with what was called the 'core' rate case team, discussions among counsel and Eversource employees regarding testimony, technical sessions, hearings, preparing and filing documents for submission to the NH PUC, should have been accomplished by the legal staff of the Company." This reasoning ignores the substantial incremental work and activity associated with the rate case, appears to presume that any lawyer employed by Eversource Energy may be brought in to support a rate case filing, and appears to presume that repurposing other Eversource Energy attorneys would occur at no incremental cost to PSNH, which is not the case.

As noted in PSNH's response to Audit and as included in the draft report, Eversource Energy employs a number of attorneys, however, only two attorneys handle New Hampshire state regulatory matters. Other attorneys cover numerous practice areas such corporate governance, bankruptcy, labor and employment, and other matters not directly related to regulatory matters, and they do so for other regulated and unregulated companies in other states. Simply redirecting other attorneys from other states and other practice areas is not an available option because it risks having those attorneys acting outside their areas of competence. Further, such a requirement would put the Company at a disadvantage by requiring the use of attorneys who are not familiar with PSNH's regulated business or ratemaking requirements, public utility law, and regulatory process for ratemaking proceedings (such as cross-examination of witnesses on technical or ratemaking matters. Furthermore, redirecting those attorneys potentially places personal risk on them because practicing outside their areas of competence may place them in violation of the rules of professional conduct. In short, the fact that Eversource Energy employs attorneys, does not mean that PSNH has a readily available pool of attorneys to handle state regulatory matters.

At the time of the Company's last rate case there were six attorneys based in New Hampshire and while two focused on state regulatory matters for PSNH, other attorneys handled portions of select state regulatory filings. Presently, however, all normal state regulatory work is handled by just the two state regulatory attorneys and those attorneys are now responsible for matters pertaining to PSNH as well as Aquarion Water Company. Customers are receiving the benefit of a reduced cost of service due to the fact that rates are supporting a fewer number of legal practitioners. Given that, it was necessary for PSNH to contract for additional legal assistance to address the significant incremental work that comes with a rate case as contemplated by Puc 1906.01(b)(3) (as did other parties in this docket). This is particularly the case for PSNH – as the state's largest utility, and as a company that had not had a rate case in a significant time, the amount of work to prepare the case and guide it to completion was substantial and beyond what could reasonably be accommodated by the existing legal staff.

Additionally, the Audit recommendation for a total disallowance ignores that the Company would have incurred incremental cost that would be properly charged to the rate case even with the support of internal resources. Presuming, for purposes of this response, that no outside legal services were retained, there was still more work associated with the rate case than could be accomplished by the state regulatory attorneys in New Hampshire and additional legal support was needed. In that case, attorneys that are responsible for performing legal work on other matters unrelated to regulatory would have had to be redirected from elsewhere in Eversource Energy, and those attorneys would have charged their time and expenses to PSNH,

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rather than some other part of Eversource Energy. This charging of time to PSNH would have created an incremental cost to PSNH, even without retaining outside legal assistance. Using the average fully loaded rate of an Eversource Energy attorney which is approximately \$217 per hour which reflects base salary, 401(k), health care, dental, eyecare and all other employee benefits, and applying that to the hours necessary for this case there would have been an incremental cost of at least \$552,634 in legal expenses related to attorneys alone. Not only would this cost be incurred, but the work that those attorney would have been doing for Eversource Energy would still have to be addressed by some other incremental resource for the pendency of the rate case (which was on an extended schedule that added 6 months more that normally included in a rate case filing).

As an additional issue, in the draft report Audit also notes that in other rate case proceedings certain utilities did not seek to recover the costs of outside legal fees. While that may have been true in those cases, it does not support the conclusion that outside legal fees should be disallowed in this case. First, to the extent Audit is contending that not seeking expenses previously means that expenses cannot be recovered in the future, that reasoning is not found in the Commission's rules. Also, such logic does not appear to be based on any analysis of the complexity of a given case, the need for incremental assistance, or the fact that keeping incremental legal resources available on a full-time basis for "surge" items such as rate cases would be inefficient and wasteful.

PSNH also points out that the Commission Staff also retained outside legal counsel for this case – the first time that PSNH is aware of the Commission Staff having ever hired outside counsel for any rate case – and that there is no proposal to disallow the \$138,013 of outside legal expenses incurred by the Commission Staff. The Commission Staff had multiple internal attorneys on this case, and rather than redirect other staff attorneys to aid them, the Commission contracted for additional outside legal assistance. Thus, the Commission itself appears to have acknowledged that this was a complex case requiring significant legal support which could not be managed with internal resources. Given that, it is unclear why PSNH would have been expected to act differently.

Furthermore, PSNH also points out that, as noted in the draft audit report, while Liberty Utilities did not seek recovery of outside legal expenses in the rate case for EnergyNorth in 2017, in the case EnergyNorth filed in 2020 (less than 3 years later), it is projecting rate case legal fees of \$360,000 from the same firm retained by PSNH. Moreover, water companies, including larger companies such as Pennichuck (DW 19-084) routinely use outside legal counsel to support their rate cases. Accordingly, pointing out that outside legal expenses were not recovered in other cases does not, in PSNH's view, provide any support for rejecting the legitimate, prudent, and reasonable legal expenses incurred in this case.

Rate cases are low frequency, high impact events that require the assistance of outside vendors. In this case, given the size and complexity of the case, it was necessary for PSNH to retain outside legal assistance, just as it was necessary for the Commission Staff to retain such assistance. The expenses incurred for legal assistance were just and reasonable and in the public interest and should not be disallowed.

The Company will agree to remove \$8,554.00 of expenses relates to work on audit responses.

Economists, Inc. marginal cost study (\$12,569)

Eversource reached out to Audit to identify the specific charges that make up the \$9,025.00 recommended for removal. Audit responded that charges identified as relating to Docket No. DE 16-576 Development of New Alternative Net Metering Tariffs and/or Other Regulatory Mechanisms and Tariffs for Customer Generators was related to charges identified on two invoices on Bates pages 562-563 (\$3,800.00) and Bates pages 564-566 (\$5,225.00).

Eversource disagrees with Audit's recommendation that the costs identified as relating to Docket No. DE 16-576 should be excluded from the rate case expense request. Bates pages 562-563 identifies 3 charges on 2/27/19 and 2/28/19 totaling 8 hours related to responses to OCA DRs for a total of \$3,800.00 and Bates pages 564-566 identifies 11 hours of charges related to preparation of data responses under the NEM docket for a total of \$5,225.00. These data requests were to answer responses regarding the marginal cost study prepared and being updated for the rate case at that time for more current data. The reference to the study was to "NEM" is to the model used for the marginal cost study developed for the rate case but submitted with data then-available and as ordered by the NH PUC in DE 16-576 (which the consultant referenced as "NEM" in its invoice).

Eversource disagrees that expenses identified by Audit as relating to NEM totaling \$9,025.00 should be removed from overall rate case expense as the work performed was in support of the marginal cost model prepared for the rate case.

Economists, Inc. allocated cost study (\$21,980)

Audit recommends reducing the Economists, Inc. amount by \$1,425.00 due to costs identified as relating to Docket No. DE 16-576 Development of New Alternative Net Metering Tariffs and/or Other Regulatory Mechanisms and Tariffs for Customer Generators, and \$6,000 due to a typographical error.

Eversource disagrees with Audit's recommendation that the costs identified as relating to Docket No. DE 16-576 should be excluded from the rate case expense request. Bates page 614 identifies a charge for \$1,425.00 for work on 3/21/19 to prepare data responses for OCA under the NEM Docket 16-576. While data responses were submitted in response to questions under Docket No. DE 16-576, this study and the information provided was being developed as a NH PUC requirement in the rate case, and the expense of \$1,425.00 should not be removed.

Eversource agrees to remove the \$6,000 due to a typographical error.

Eversource agrees to remove \$6,000 from the overall rate case expense request for costs associated with Economists, Inc ACOS.

Concentric (\$38,432)

While researching the response to the question by NHPUC Audit, Eversource identified a fixed component of the proposal over which the actual amount was paid and agreed to reduce the requested Rate Case Expense related to Concentric by \$38,228.

In addition, Eversource will agree to reduce the requested Rate Case Expense related to Concentric by \$204.

Eversource will agree to reduce the requested Rate Case Expense related to Concentric by a total of \$38,432 as identified by NHPUC Audit.

Randstad (\$151,198)

Rate cases are low frequency, high impact events that require the assistance of outside vendors. In this case, given the size and complexity of the case, it was necessary for PSNH to retain outside support services to pull together 10 years of capital project documentation to support the plant in service since the last rate case. As noted in the response to OCA 7-039 as part of the permanent rate case, Randstad is the company that provides staffing service to Eversource. Randstad provided four analysts, led by an Eversource retiree, as additional resources to the Company's internal personnel in preparing information and exhibits in support of the capital plant additions portion of this rate case. Specifically, the Randstad analysts were necessary to assist in compiling project documentation and supporting information for the Company's initial filing and for responses to data requests pertaining to capital planning and capital additions. This work was supported primarily by the Company's Investment Planning staff, but required supplemental resources due to the large number of capital projects over the six-year time span since the Company's last step increase. Eversource's existing Investment Planning staff do not have the bandwidth to support normal daily operations as well as rate case work and therefore it was necessary, and more cost effective, to bring in temporary assistance for purposes of the rate case. The Randstad contractors have a unique set of skills as retirees of Eversource and have familiarity with Eversource's capital project documentation and processes as these contractors have performed this work for other rate cases when needed. Using contractors is a more cost-effective approach to handle the additional workload of a rate case than to hire full-time employees. The Randstad contractors were critical to enable PSNH to prepare and file information on its plant additions and capital programs that is comprehensive, responsive and well-documented.

Eversource disagrees with Audit's recommendation to remove \$151,198 related to temporary employees used for the capital project documentation support.

Eversource will agree to remove \$52,986.00 in total from the requested rate case expense.

Audit Comment

As addressed by the Company, Audit will discuss the Company comments by vendor:

Keegan-Werlin Audit appreciates the detailed explanations regarding the use of external legal counsel. While NH PUC Audit agrees that there was substantial work required by employees and consultants of Eversource, the Company determines the frequency of rate cases, therefore the significant amount of time since the previous rate case is the result of decisions made by the Company. The selection of 2018 as a test year, with the sale of the Generation side of the business also complicated what could have been a more streamlined rate proceeding, had that year not been chosen.

The reference of internal fully loaded attorney costs of (approximately) \$217 per hour is appreciated, and useful in the review of the external firm's discounted rates of between \$110 (administrative) and \$350 (attorneys).

Audit referenced previous PSNH rate proceedings and the lack of the use of external legal counsel, for informational purposes only, and was not intended to presume use of any external firm should be excluded based on historical cases. Rather, the text of the report indicates why the external legal costs should be borne by shareholders.

Audit appreciates the Company restating what was included in the text, that the PUC Electric staff also hired external counsel. As detailed in the text, the PUC does not determine when rate cases are filed.

References to use of internal legal counsel in the Liberty and Unitil rate cases within the text was also included for informational purposes only. For information only, the reference to DW 19-084, Pennichuck Water Works is not relevant, as Audit confirmed that none of the Pennichuck companies, including Pennichuck Corporation, employs any in-house attorneys.

While PUC Audit appreciates that the Company will comply with Puc 1907.01(c) and exclude \$8,554 of expenses relating the work on the PUC Audit responses, Audit reiterates that the overall \$695,579 should not be collected from ratepayers.

The Economists, Inc.-Marginal Cost of Service Study Audit appreciates the explanation, but reminds the reader that the NEM expenses were incurred on 2/27/2019 and 2/28/2019, totaling \$3,800 and 3/1, 3/4, 3/5 and 3/8/2019 totaling \$5,225 (with specific reference to the NEM docket DE 16-576). Eversource filed its Notice of Intent to file for a rate case 3/22/2019. Recovery of expenses associated with docket DE 16-576 should be reviewed and considered in the context of that docket, rather than this DE 19-057 docket.

The Economists, Inc.-Allocated Cost of Service Study Identification of the specific costs of \$1,425 associated with docket DE 16-576 continue to be recommended for disallowance regarding the DE 19-057 rate case. This does not imply that deferred costs relating to DE 16-576 could not be requested for recovery through that docket, nor does this reference specifically imply acceptance or denial of the \$1,425. The typographical error of \$6,000 with which the Company agrees should be excluded. Therefore, Audit again recommends an exclusion of \$7,425.

Concentric-Cost of Capital Study Audit agrees with the Company's acceptance of NH PUC Audit's recommended reduction of \$38,432.

Randstad Audit was unable to determine, through review of the documentation provided, on what the Randstad temporary employees worked. Also, the proposal to remove \$52,986 from the rate case expense requested total was not substantiated in any way. Audit restates the recommended removal of \$151,198.

After issuance of the Final Audit report on 3/29/2021, Eversource communicated 3/30/2021 the following: *"I think there is a misunderstanding in our response. The \$52,986 was the total of all amounts Eversource agreed to remove and is comprised of: \$8,554 for KW, \$38,432 for Concentric, and \$6,000 for Economists Inc."*

Refer to the **Final Summary** at the end of this Audit report.

Audit Issue #2

Total Costs vs. Purchase Orders

Background

The filing included purchase order details for certain consulting services.

Issue

Within the detail of the Concentric invoices, the Company noted, in response to an Audit question, that the fixed price component of the contract had been exceeded by \$38,228.

Recommendation

Notwithstanding the recommended disallowances identified in Audit Issue #1, the Company must ensure that payments made to any vendor do not exceed the authorized cap noted in purchase orders and contracts. Refer to the overall recommended recovery figure identified in Audit Issue #1.

Company Comment

The Concentric purchase order was established for \$250,000 under purchase order 10783305. The contract had a combination of fixed price and variable price components based on task. The Company agreed to pay Concentric for the additional work for the fixed components due to the delay in the timeline and additional work requested of Concentric and the Company has agreed not to request that additional expense as part of this rate case expense request.

Audit Comment

Audit agrees with the Company that the \$38,228 should be excluded from the overall request for recovery of rate case expenses.

Audit Issue #3 **Adjustments to Account 186RCO**

Background

The total of \$2,186,264 was noted within spreadsheet detail of account 186RCO provided to Audit as response to Audit-001, Rate Case Expense through Jan 2021. There were five tabs noted in the spreadsheet, with the following totals:

Final	\$2,186,264.00
Summary by Vendor	\$2,217,578.80
PPData DRCE0006	\$2,242,550.33
PPData reformatted	\$2,313,233.15

Issue

The Summary by Vendor tab reflected each specific invoice. The Economist section for the Marginal Cost of Service is \$24,245 higher than the Final tab, because the Summary by Vendor includes the total of invoices with past due balances, rather than the current portion for the invoices in question. The total for Randstad is also higher in the Summary by Vendor tab due to inclusion of \$7,069 for work done by two employees not related to the rate case.

Recommendation

Audit understands that the Company is not requesting collection of the dollars noted in the Issue. However, because of the manner in which the detailed general ledger was presented, it appears that the actual general ledger balance is overstated. In conjunction with Audit Issues #1 and #2, any overstatement of the 186RCO or adjustment resulting from this Audit report, must be written off.

Company Comment

The Company will make a final adjustment to account 186RCO for any amounts determined to be excluded from the rate case expense request. In addition, the Company will make adjustments to any amounts that were incorrectly charged to 186RCO related to incorrectly charged Randstad employees and will update 186RCO to reflect adjustments to finance charges not paid to Economists Inc.

Audit Comment

All adjusting entries shall be provided to NH PUC Audit within 30 days of this final Audit report, to demonstrate the specifics of the entries for compliance with this report.

Attachment ES-DPH-3

Final Summary

<u>Originally Proposed by Eversource</u>		<u>Audit</u>	<u>Audit</u>	<u>Eversource</u>	<u>Eversource</u>	
		<u>Disallowance</u>	<u>Adjusted Total</u>	<u>Adjustment</u>	<u>Suggested Revision to Request</u>	
Keegan Werlin, LLP legal services	\$ 695,579	\$ (695,579)	\$ -	\$ (8,554)	\$ 687,025	partially agrees with Audit
Economists, Inc. Marginal Cost	\$ 175,494	\$ (238)	\$ 175,257	\$ 8,788	\$ 184,282	agrees \$8,787.50 in ACOS, s/b MCOS, disagrees \$(9,025)
Economists, Inc. Allocated Cost	\$ 278,164	\$ (16,213)	\$ 261,952	\$ (14,788)	\$ 263,377	agrees \$(8,787.50) in ACOS, s/b MCOS, agrees \$(6,000), disagrees \$(1,425)
Concentric, Cost of Capital Study	\$ 173,672	\$ (38,432)	\$ 135,240	\$ (38,432)	\$ 135,240	agrees with Audit
Gannett Fleming, Depreciation Study	\$ 106,577	\$ -	\$ 106,577		\$ 106,577	agrees with no suggested change
Randstad, Plant Additions Contractor	\$ 151,198	\$ (151,198)	\$ -	\$ -	\$ 151,198	<i>disagrees with Audit</i>
AON Actuarial Contractor	\$ 3,060	\$ -	\$ 3,060	\$ -	\$ 3,060	agrees with no suggested change
Spectrum Marketing, Postage, Mailing	\$ 163,276	\$ -	\$ 163,276	\$ -	\$ 163,276	agrees with no suggested change
Blue Ridge Consulting-PUC	\$ 88,308	\$ -	\$ 88,308	\$ -	\$ 88,308	agrees with no suggested change
J. Randall Woolridge, Ph D.-PUC	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ 40,000	agrees with no suggested change
The Brattle Group-PUC	\$ 149,359	\$ -	\$ 149,359	\$ -	\$ 149,359	agrees with no suggested change
Scott J. Mueller-PUC	\$ 138,013	\$ -	\$ 138,013	\$ -	\$ 138,013	agrees with no suggested change
Strategen-OCA	\$ 5,881	\$ -	\$ 5,881	\$ -	\$ 5,881	agrees with no suggested change
Optimal Energy-OCA	\$ 17,684	\$ -	\$ 17,684	\$ -	\$ 17,684	agrees with no suggested change
Larkin & Associates-OCA	unknown	\$ -	\$ -	\$ -	\$ -	agrees with no suggested change
Total (rounded)	\$2,186,265	\$ (901,659)	\$ 1,284,606	\$ (52,986)	\$2,133,279	

Based on the Original filing proposed by Eversource, \$2,186,265, PUC Audit recommends a reduction of \$(901,659) for an overall rate case recovery expense of \$1,284,606.

Eversource disagreed with Audit's recommendations and proposed an adjusted disallowance of **\$(52,986)** for a revised overall proposed rate case expense total of **\$2,133,279**.

Docket #: 19-057

SERVICE LIST - DOCKET RELATED - Email Addresses

Printed : 8/26/2021

Attachment ES-DPH-3

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