

Providence Water Docket 4994

Division of Public Utilities and Carriers

Data Request – Set 1

December 18, 2019

DIV 1-27. Please provide the number of employees in each job title in budgeted or projected for FY 2020, FY 2021, FY 2022 and FY 2023.

Response: Please see attached Schedule DIV 1-27 for the number of employees budgeted in each job title for Fiscal Year 2020, and projected for Fiscal Years 2021, 2022, and 2023.

Schedule DIV 1-27

Providence Water

Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023

#Funded/Budgeted '20	
#	Title
1	Account Collector
2	Aide to Chief Engineer
1	Applications/Database Analyst
1	Assistant Manager Facilities & Equipment
1	Assistant Manager Customer Service
1	Board Counsel
1	Chairperson
3	Clerical Coordinator
1	Confidential Assistant
1	Database Administrator
1	Deputy General Manager - Administration
3	Dig Safe Worker
3	Director
7	Division Manager
3	Division Supervisor
1	Electrical Technician
1	Engineer
6	Engineering Project Coordinator
1	Environmental Resource Manager
1	Executive Assistant
1	Executive Engineer
6	Flushing Technician
1	Forest Supervisor
1	General Manager
1	GIS Supervisor
1	GIS System Specialist
1	Governmental Aide
1	HR Generalist
4	Heavy Equipment Operator
1	Instrumentation Technician
1	Inventory/Materials Handler
4	Jr. Chemist I
1	Jr. Chemist II
1	Jr. Systems Administrator
3	Lab Supervisor
2	Manager - Accounting
1	Manager - Construction Services
1	Manager - Customer Service
1	Manager - Distribution
1	Manager - Distribution/Planning

Schedule DIV 1-27**Providence Water****Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023**

1	Manager Facilities & Equipment
1	Manager - Purchasing
1	Manager - Records
1	Manager - Safety & Compliance
1	Manager - Security
1	Manager - Technical Services
1	Manager - Laboratory
3	Members - Board
2	Meter Reader I
13	Meter Reader Technician
1	Meter Shop Technician
1	Network Administrator
2	Network Operations Analyst
1	Operations Supervisor
2	Plumber
2	Principal Engineer
5	Project Engineer
1	Public Information Liason
1	Public Information Officer
1	Purchasing Agent II
6	Rain Gauge Keeper
1	Sanitarian
1	Scheduler/Dispatcher
1	Sr. Administrative Assistant
1	Sr. Administrative Assistant/Fiscal Analyst
14	Sr. Administrative Clerk
4	Sr. Draftsperson
4	Sr. Equipment Mechanic
1	Sr. Forest Supervisor
8	Sr. Manager
1	Sr. Supervisor - Customer Service
4	Sr. Waterplant Mechanic
4	Sr. Watershed Maintenance Operator
1	Staff Accountant
1	Supervisor - Accounting
1	Supervisor - Customer Service
2	Supervisor - Facilities & Equipment
2	Supervisor - Flushing
3	Supervisor - Water Maintenance Crew
1	Supervisor - Waterplant Operations
1	Supervisor - Watershed Maintenance
1	Supervisor - Watershed Security

Schedule DIV 1-27**Providence Water****Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023**

1	Supervisor - Watershed Maintenance & Security
2	Supervisor - Water Supply
1	Supervisor - Water Quality
1	Technical Writer/Administrator
1	Training/Communication Coordinator
1	Utility Laborer
2	Utility Maintenance Repairperson
6	Utility Maintenance Worker
17	Utility Worker
2	Utility Worker in Training
3	Waterplant Mechanic
5	Water Supply Board Clerk
11	Water System Mechanic
1	Water Treatment Operator
8	Water Treatment Operator III
12	Watershed Inspector
6	Watershed Maintenance Operator
2	Water Quality Coordinator
261	

Schedule DIV 1-27

Providence Water

Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023

FYE '21	
#	Title
1	Account Collector
2	Aide to Chief Engineer
1	Applications/Database Analyst
1	Assistant Manager Facilities & Equipment
1	Assistant Manager Customer Service
1	Board Counsel
1	Chairperson
3	Clerical Coordinator
1	Confidential Assistant
1	Database Administrator
1	Deputy General Manager - Administration
3	Dig Safe Worker
3	Director
7	Division Manager
3	Division Supervisor
1	Electrical Technician
1	Engineer
6	Engineering Project Coordinator
1	Environmental Resource Manager
1	Executive Assistant
1	Executive Engineer
6	Flushing Technician
1	General Manager
1	GIS Supervisor
1	GIS System Specialist
1	Governmental Aide
1	HR Generalist
4	Heavy Equipment Operator
1	Instrumentation Technician
1	Inventory/Materials Handler
4	Jr. Chemist I
1	Jr. Chemist II
1	Jr. Systems Administrator
3	Lab Supervisor
2	Manager - Accounting
1	Manager - Construction Services
1	Manager - Customer Service
1	Manager - Distribution
1	Manager - Distribution/Planning

Schedule DIV 1-27

Providence Water

Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023

1	Manager Facilities & Equipment
1	Manager - Purchasing
1	Manager - Records
1	Manager - Safety & Compliance
1	Manager - Security
1	Manager - Technical Services
1	Manager - Laboratory
1	Meter Reader I
13	Meter Reader Technician
1	Meter Shop Technician
1	Network Administrator
2	Network Operations Analyst
1	Operations Supervisor
2	Plumber
2	Principal Engineer
5	Project Engineer
1	Public Information Liason
1	Public Information Officer
1	Purchasing Agent II
6	Rain Gauge Keeper
1	Sanitarian
1	Scheduler/Dispatcher
1	Sr. Administrative Assistant
1	Sr. Administrative Assistant/Fiscal Analyst
14	Sr. Administrative Clerk
4	Sr. Draftsperson
4	Sr. Equipment Mechanic
1	Sr. Forest Supervisor
8	Sr. Manager
1	Sr. Supervisor - Customer Service
4	Sr. Waterplant Mechanic
4	Sr. Watershed Maintenance Operator
1	Staff Accountant
1	Supervisor - Accounting
1	Supervisor - Customer Service
2	Supervisor - Facilities & Equipment
2	Supervisor - Flushing
3	Supervisor - Water Maintenance Crew
1	Supervisor - Waterplant Operations
1	Supervisor - Watershed Security
1	Supervisor - Watershed Maintenance & Security
2	Supervisor - Water Supply

Schedule DIV 1-27

Providence Water

Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023

1	Supervisor - Water Quality
1	Technical Writer/Administrator
1	Training/Communication Coordinator
1	Utility Laborer
2	Utility Maintenance Repairperson
6	Utility Maintenance Worker
17	Utility Worker
2	Utility Worker in Training
3	Waterplant Mechanic
5	Water Supply Board Clerk
11	Water System Mechanic
1	Water Treatment Operator
8	Water Treatment Operator III
12	Watershed Inspector
6	Watershed Maintenance Operator
2	Water Quality Coordinator
255	

Schedule DIV 1-27

Providence Water

Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023

FYE '22	
#	Title
1	Account Collector
2	Aide to Chief Engineer
1	Applications/Database Analyst
1	Assistant Manager Facilities & Equipment
1	Assistant Manager Customer Service
1	Board Counsel
1	Chairperson
3	Clerical Coordinator
1	Confidential Assistant
1	Database Administrator
1	Deputy General Manager - Administration
3	Dig Safe Worker
3	Director
7	Division Manager
3	Division Supervisor
1	Electrical Technician
1	Engineer
6	Engineering Project Coordinator
1	Environmental Resource Manager
1	Executive Assistant
1	Executive Engineer
6	Flushing Technician
1	General Manager
1	GIS Supervisor
1	GIS System Specialist
1	Governmental Aide
1	HR Generalist
4	Heavy Equipment Operator
1	Instrumentation Technician
1	Inventory/Materials Handler
4	Jr. Chemist I
1	Jr. Chemist II
1	Jr. Systems Administrator
3	Lab Supervisor
2	Manager - Accounting
1	Manager - Construction Services
1	Manager - Customer Service
1	Manager - Distribution
1	Manager - Distribution/Planning

Schedule DIV 1-27

Providence Water

Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023

1	Manager Facilities & Equipment
1	Manager - Purchasing
1	Manager - Records
1	Manager - Safety & Compliance
1	Manager - Security
1	Manager - Technical Services
1	Manager - Laboratory
1	Meter Reader I
13	Meter Reader Technician
1	Meter Shop Technician
1	Network Administrator
2	Network Operations Analyst
1	Operations Supervisor
2	Plumber
2	Principal Engineer
5	Project Engineer
1	Public Information Liason
1	Public Information Officer
1	Purchasing Agent II
6	Rain Gauge Keeper
1	Sanitarian
1	Scheduler/Dispatcher
1	Sr. Administrative Assistant
1	Sr. Administrative Assistant/Fiscal Analyst
14	Sr. Administrative Clerk
4	Sr. Draftsperson
4	Sr. Equipment Mechanic
1	Sr. Forest Supervisor
8	Sr. Manager
1	Sr. Supervisor - Customer Service
4	Sr. Waterplant Mechanic
4	Sr. Watershed Maintenance Operator
1	Staff Accountant
1	Supervisor - Accounting
1	Supervisor - Customer Service
2	Supervisor - Facilities & Equipment
2	Supervisor - Flushing
3	Supervisor - Water Maintenance Crew
1	Supervisor - Waterplant Operations
1	Supervisor - Watershed Security
1	Supervisor - Watershed Maintenance & Security
2	Supervisor - Water Supply

Schedule DIV 1-27

Providence Water

Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023

1	Supervisor - Water Quality
1	Technical Writer/Administrator
1	Training/Communication Coordinator
1	Utility Laborer
2	Utility Maintenance Repairperson
6	Utility Maintenance Worker
17	Utility Worker
2	Utility Worker in Training
3	Waterplant Mechanic
5	Water Supply Board Clerk
11	Water System Mechanic
1	Water Treatment Operator
8	Water Treatment Operator III
12	Watershed Inspector
6	Watershed Maintenance Operator
2	Water Quality Coordinator
255	

Schedule DIV 1-27

Providence Water

Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023

FYE '23	
#	Title
1	Account Collector
2	Aide to Chief Engineer
1	Applications/Database Analyst
1	Assistant Manager Facilities & Equipment
1	Assistant Manager Customer Service
1	Board Counsel
1	Chairperson
3	Clerical Coordinator
1	Confidential Assistant
1	Database Administrator
1	Deputy General Manager - Administration
3	Dig Safe Worker
3	Director
7	Division Manager
3	Division Supervisor
1	Electrical Technician
1	Engineer
6	Engineering Project Coordinator
1	Environmental Resource Manager
1	Executive Assistant
1	Executive Engineer
6	Flushing Technician
1	General Manager
1	GIS Supervisor
1	GIS System Specialist
1	Governmental Aide
1	HR Generalist
4	Heavy Equipment Operator
1	Instrumentation Technician
1	Inventory/Materials Handler
4	Jr. Chemist I
1	Jr. Chemist II
1	Jr. Systems Administrator
3	Lab Supervisor
2	Manager - Accounting
1	Manager - Construction Services
1	Manager - Customer Service
1	Manager - Distribution
1	Manager - Distribution/Planning

Schedule DIV 1-27

Providence Water

Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023

1	Manager Facilities & Equipment
1	Manager - Purchasing
1	Manager - Records
1	Manager - Safety & Compliance
1	Manager - Security
1	Manager - Technical Services
1	Manager - Laboratory
1	Meter Reader I
13	Meter Reader Technician
1	Meter Shop Technician
1	Network Administrator
2	Network Operations Analyst
1	Operations Supervisor
2	Plumber
2	Principal Engineer
5	Project Engineer
1	Public Information Liason
1	Public Information Officer
1	Purchasing Agent II
6	Rain Gauge Keeper
1	Sanitarian
1	Scheduler/Dispatcher
1	Sr. Administrative Assistant
1	Sr. Administrative Assistant/Fiscal Analyst
14	Sr. Administrative Clerk
4	Sr. Draftsperson
4	Sr. Equipment Mechanic
1	Sr. Forest Supervisor
8	Sr. Manager
1	Sr. Supervisor - Customer Service
4	Sr. Waterplant Mechanic
4	Sr. Watershed Maintenance Operator
1	Staff Accountant
1	Supervisor - Accounting
1	Supervisor - Customer Service
2	Supervisor - Facilities & Equipment
2	Supervisor - Flushing
3	Supervisor - Water Maintenance Crew
1	Supervisor - Waterplant Operations
1	Supervisor - Watershed Security
1	Supervisor - Watershed Maintenance & Security
2	Supervisor - Water Supply

Schedule DIV 1-27

Providence Water

Number of Employees in Each Job Title Budgeted or Projected for Fiscal Years 2020, 2021, 2022 and 2023

1	Supervisor - Water Quality
1	Technical Writer/Administrator
1	Training/Communication Coordinator
1	Utility Laborer
2	Utility Maintenance Repairperson
6	Utility Maintenance Worker
17	Utility Worker
2	Utility Worker in Training
3	Waterplant Mechanic
5	Water Supply Board Clerk
11	Water System Mechanic
1	Water Treatment Operator
8	Water Treatment Operator III
12	Watershed Inspector
6	Watershed Maintenance Operator
2	Water Quality Coordinator
255	

Providence Water Docket 4994

Division of Public Utilities and Carriers Data Request – Set 1 December 18, 2019

DIV 1-28. Please provide the following for each employee position during the test year that experienced a change of incumbent (1) during the test year and separately (2) subsequent to the test year:

- b. Position title;
- c. Employee replaced;
- d. Annual salary of replaced employee;
- e. Replacement employee;
- f. Annual salary of replacement employee; and
- g. Date of replacement.

Response: Please see attached Schedule DIV 1-28 for each employee position during the test year that experienced a change of incumbent during the test year and separately subsequent to the test year.

Schedule DIV 1-28

Providence Water

Employee Positions That Experienced a Change of Incumbent During Test Year and Subsequent to Test Year

Positions in Fiscal Year '19 Change Of Incumbent

Title (b)	EE Replacement (c)	Annual Salary - Replaced EE (d)	Replacement EE (e)	Annual Salary of Replacement EE (f)	Date of Replacement (g)
Supervisor - Accounting	No	\$70,754			
Senior Manager	No	\$98,181			
Manager - Safety	Yes	\$73,055	Manager of Safety & Compliance	\$61,755	7/2/2018
Manager T&D	No	\$87,144			
Personnel Assistant	Yes	\$65,184	Personnel Assistant	\$47,331	7/2/2018
Watershed Inspector	Yes	\$42,033	Watershed Inspector	\$42,033	11/26/2018
Sr. Manager	Yes	\$100,906	Acting Sr. Manager	\$87,145	7/2/2018
Senior Administrative Clerk	Yes	\$45,151	Water Supply Board Clerk	\$32,971	8/6/2018
Water System Mechanic	Yes	\$52,934	Water System Mechanic	\$52,934	7/2/2018
Project Engineer	Yes	\$77,317	Manager T&D	\$72,232	5/6/2018
Supervisor - Purchasing	Yes	\$68,696	Division Supervisor	\$47,331	12/4/2018
Manager Planning & Development	Reclassified	\$84,484	Division Manager	\$89,631	8/27/2018
Project Engineer	Reclassified	\$77,317	Principal Engineer	\$82,025	9/10/2018
Senior Administrative Clerk	Yes	\$45,151	Sr. Equipment Mechanic	\$51,561	10/31/2018
Meter Shop Technician	Yes	\$47,172	Meter Reader Technician	\$47,172	10/15/2018
Utility Maintenance Worker	Yes	\$39,019	Utility Maintenance Worker	\$39,019	10/22/2018
Purchasing Agent II	Yes	\$51,679	Purchasing Agent II	\$46,987	2/27/2019
Engineering Project Coordinator	Reclassified	\$61,668	Supervisor - Water Quality	\$61,668	10/22/2018
Utility Worker in Training	Yes	\$39,019	Utility Worker in Training	\$39,019	4/29/2019
Rain Gauge Keeper	No	\$91/monthly			
Rain Gauge Keeper	No	\$91/monthly			
Rain Gauge Keeper	No	\$91/monthly			
Supervisor - Finance	Yes	\$72,171	Sr. Administrative Assistant/Financial	\$68,695	11/26/2018
Manager - Engineering Customer Service	Yes	\$77,317	Governmental Aide	\$48,277	4/29/2019
Meter Reader Technician	Yes	\$47,172	Meter Reader	\$40,285	4/15/2019
Sr. Supervisor - Customer Service	Yes	\$64,726	Division Supervisor	\$47,331	12/4/2018
Sr. Manager	Reclassified	\$100,881	Director	\$102,986	2/1/2019
Project Engineer	Yes	\$77,317	Division Supervisor	\$52,182	12/4/2018
Senior Administrative Clerk	Yes	\$45,151	Water Supply Board Clerk	\$32,971	4/29/2019
Senior Administrative Clerk	Yes	\$45,151	Water Supply Board Clerk	\$32,971	4/29/2019
Meter Reader Technician	Yes	\$47,172	Meter Reader I	\$40,285	4/29/2019
Engineering Project Coordinator	Reclassified	\$64,750	Project Engineer	\$67,789	1/7/2019
Senior Administrative Clerk	Yes	\$45,151	Clerical Coordinator	\$46,053	1/28/2019
Senior Administrative Clerk	Yes	\$45,151	Clerical Coordinator	\$46,053	1/28/2019
Water Treatment Operator	Yes	\$40,441	Utility Worker in Training	\$39,019	5/13/2019
Sr. Draftsperson	Yes	\$56,997	Sr. Draftsperson	\$50,767	5/2/2019
Water Supply Board Clerk	Yes	\$37,289	Senior Administrative Clerk	\$42,609	2/13/2019
Water Supply Board Clerk	Yes	\$34,538	Senior Administrative Clerk	\$42,609	2/13/2019
Sr. Draftsperson	Yes	\$56,998	Sr. Draftsperson	\$50,767	5/2/2013
Supervisor Watershed Maintenance	No	\$61,667			
Supervisor Facilities & Equipment	No	\$70,754			
Meter Reader Technician	Yes	\$45,768	Technical Writer	\$47,331	4/29/2019
Sr. Manager	Reclassified	\$100,881	Director	\$102,986	5/6/2019
Assistant Manager - Customer Service	Reclassified	\$72,879	Manager Customer Service	\$76,631	6/1/2019
Sr. Manager Budget/Regulatory	Reclassified	\$84,488	Division Manager	\$89,631	5/31/2019
Supervisor - Finance	Reclassified	\$70,756	Manager - Accounting	\$75,065	5/31/2019
Supervisor - Finance	Reclassified	\$68,694	Manager - Accounting	\$71,490	5/31/2019
Supervisor - Water Maintenance	Yes	\$69,408	Manager - Distribution	\$72,232	5/6/2019
Advisory Professional Engineer	Reclassified	\$95,090	Sr. Manager	\$100,881	5/6/2019

Schedule DIV 1-28

Providence Water

Employee Positions That Experienced a Change of Incumbent During Test Year and Subsequent to Test Year

Utility Worker in Training	Yes	\$39,019	Utility Worker in Training	\$39,019	5/13/2019
Sr. Draftsperson	No	\$56,997			
Division Manager	No	\$91,424			
Forest Supervisor	No	\$66,694			
Watershed Inspector	Yes	\$42,033	Watershed Inspector	\$42,033	6/3/2019

Subsequent to Test Year to Date (01/06/2020)

Title (b)	EE Replacement (c)	Annual Salary - Replaced EE (d)	Replacement EE (e)	Annual Salary of Replacement EE (f)	Date of Replacement (g)
Senior Administrative Clerk	Yes	\$45,151	Jr. Chemist I	\$46,052	7/22/2019
Personnel Assistant	Reclassified	\$48,277	HR Generalist	\$54,336	7/2/2019
Meter Reader I	No	\$40,285			
Meter Reader I	No	\$40,285			
Utility Maintenance Worker	Yes	\$39,019	Utility Maintenance Worker	\$39,019	7/22/2019
Utility Maintenance Repairperson	Yes	\$48,100	Utility Maintenance Repairperson	\$40,884	12/2/2019
Senior Administrative Clerk	Yes	\$45,151	Water Supply Board Clerk	\$27,912	8/13/2019
Senior Administrative Clerk	Yes	\$45,151	Water Supply Board Clerk	\$27,912	8/13/2019
Senior Administrative Clerk	Yes	\$45,151	Water Supply Board Clerk	\$27,912	8/13/2019
Senior Administrative Clerk	Yes	\$45,151	Water Supply Board Clerk	\$27,912	8/20/2019
Utility Worker in Training	Yes	\$39,019	Utility Worker in Training	\$39,798	9/2/2019
Manager - Waterplant Operations	Yes	\$84,484	Operations Supervisor	\$57,053	1/6/2020
Supervisor - Waterplant	No	\$68,735			
Senior Administrative Clerk	No	\$45,151			
Meter Reader	Yes	\$41,192	Senior Watershed Maintenance Operator	\$51,409	10/28/2019
Clerical Coordinator	No	\$46,974			
Network Operations Analyst	No	\$52,345			
Water Treatment Operator	No	\$54,493			
Water Supply Board Clerk	No	\$27,912			
Board Member	No	\$3,500/annually			
Systems Administrator	Yes	\$46,384	Jr. Systems Administrator	\$59,375	12/2/2019

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Division of Public Utilities Data Request – Set 1 December 18, 2019

DIV 1-29. Please provide the following monthly labor data for the test year, previous 3 years, and since for each month the end of the test year, showing annual totals. Also, please provide new monthly data as it becomes available through the course of this proceeding.

- a. Number of actual employees broken down between type (e.g., salaried, hourly, union, non-union, temporary, etc.);
- b. Number of authorized employees broken down between type (e.g., salaried, hourly, union, non-union, temporary, etc.);
- c. Regular payroll broken down between expensed, capitalized and other;
- d. Overtime payroll broken down between expensed, capitalized and other;
- e. Temporary payroll broken down between expensed, capitalized and other; and
- f. Other payroll (specify)

RESPONSE: In response to request DIV 1-29 sections a and b, please see attached Schedule DIV 1-29 (a)(b) – Monthly Labor Data for Test Year, Previous 3 Years, and Since for Each Month.

In response to request DIV 1-29 sections c, d, e, and f, please see attached Schedule DIV 1-29 (c)(d)(e)(f) – Monthly Labor Expense Data Test Year 2019 and Previous 3 Years.

Schedule DIV 1-29 (a)(b)**Providence Water****Monthly Labor Data for Test Year, Previous 3 Years, and Since for Each Month**

a.

FY '20 Actual Employees	UNION	NON-UNION	FULL TIME	PART TIME	TEMPS
July	149	90	231	8	7
August	153	90	235	8	0
September	152	90	234	8	0
October	153	90	235	8	0
November	152	90	234	8	0
December	151	91	234	8	0
January	150	91	234	7	0

***As of 1/6/2020

FY '19 Actual Employees	UNION	NON-UNION	FULL TIME	PART TIME	TEMPS
July	154	90	235	9	9
August	154	89	234	9	9
September	152	89	232	9	0
October	154	89	234	9	0
November	153	89	233	9	0
December	150	93	235	8	0
January	145	92	229	8	0
February	145	92	229	8	0
March	145	91	228	8	0
April	148	92	232	8	0
May	150	90	232	8	0
June	149	90	231	8	7

FY '18 Actual Employees	UNION	NON-UNION	FULL TIME	PART TIME	TEMPS
July	157	91	238	10	1
August	153	95	238	10	1
September	153	95	238	10	0
October	151	95	236	10	0
November	153	95	238	10	0
December	152	94	237	9	0
January	153	93	237	9	0
February	153	93	237	9	0
March	153	93	237	9	0
April	151	92	234	9	0
May	152	91	234	9	0
June	153	90	234	9	8

FY '17 Actual Employees	UNION	NON-UNION	FULL TIME	PART TIME	TEMPS
July	144	94	227	11	0
August	144	93	227	10	0
September	145	92	228	9	0
October	149	94	233	10	0
November	149	95	234	10	0
December	156	87	233	10	0
January	162	90	242	10	0
February	161	89	240	10	0
March	158	91	239	10	0
April	158	90	238	10	0
May	157	88	235	10	0
June	160	88	238	10	1

FY '16 Actual Employees	UNION	NON-UNION	FULL TIME	PART TIME	TEMPS
July	152	96	236	11	8
August	151	96	235	11	1
September	151	94	233	11	0
October	150	94	232	11	0
November	149	96	233	11	0
December	148	96	232	11	0
January	146	99	233	11	0
February	144	99	231	11	0
March	144	99	231	11	0
April	145	98	231	11	0
May	146	98	232	11	0
June	148	92	229	11	0

b.

FY '20 Authorized Employees	UNION	NON-UNION	FULL TIME	PART TIME	TEMPS
	161	100	250	11	

***As of 1/6/2020

FY '19 Authorized Employees	UNION	NON-UNION	FULL TIME	PART TIME	TEMPS
	159	102	250	11	

FY '18 Authorized Employees	UNION	NON-UNION	FULL TIME	PART TIME	TEMPS
	163	98	250	11	

FY '17 Authorized Employees	UNION	NON-UNION	FULL TIME	PART TIME	TEMPS
	163	98	249	12	

FY '16 Authorized Employees	UNION	NON-UNION	FULL TIME	PART TIME	TEMPS
	160	105	254	11	

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Division of Public Utilities and Carriers

Data Request – Set 1

December 18, 2019

DIV 1-30. Please provide the actual number of employees for each month in 2017, 2018 and 2019 to date, and the estimated number of employees for each month of FY 2020 through FY 2023.

Response: Please see attached Schedule DIV 1-30 reflecting the actual number of employees for each month in 2017, 2018, and 2019 to date, and the estimated number of employees for each month of fiscal year 2020 through fiscal year 2023.

Actual Number of Employees, Monthly Fiscal Years '17, '18, '19, '20 to date (1/6/2020)

[illegible]

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Division of Public Utilities and Carriers Data Request – Set 1 December 18, 2019

- DIV 1-31.** Refer to Exhibit RC-1.
- a. To the extent not already being provided in response to other requests, please provide the working Excel file for Exhibit RC-1.
 - b. Identify which specific calendar periods are represented by each "Contract Year."
 - c. Identify and provide a copy of the contract for the EDF Renewables Baldwin Solar Array.
 - d. Identify, explain and provide the support and supporting documentation for the assumed annual electric consumption of 7,640,105 kWh.
 - e. Identify, explain and provide the support and supporting documentation for the assumed annual utility escalation rate of 2.0%.
 - f. Identify, explain and provide the support and supporting documentation for the \$0.18448 Year 1 NMCR (NGRID C06 Rate).
 - g. Identify, explain and provide the support and supporting documentation for the \$0.09113 Fixed Price.
 - h. Identify, explain and provide the support and supporting documentation for the \$0.09335 Delivery Charges.
 - i. Identify, explain and provide the support and supporting documentation for the \$0.0761 Three-Year Constellation Electric Supply Rate.

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Division of Public Utilities and Carriers Data Request – Set 1 December 18, 2019

RESPONSE:

- a. Please find the attached working Excel file for Exhibit RC-1.
- b. The Contract Year will begin on the Commercial Operation Date of the system. This is estimated to be July 1, 2020.
- c. Please find the attached executed Net Meter Credit Rate Agreement (NMCRA) and the executed Lease Agreement.
- d. Providence Water continues to use the assumed annual electric consumption of 7,640,105 kW (12 month billing period) which was developed during the RFP phase of the ground mounted Baldwin Solar Array. To be conservative, and because Providence Water's utility consumption fluctuates along with the production of the COF rooftop solar array, Providence Water will continue to use the 7,640,105 kW. As a reference, please see the attached Exhibit 1-31 (d) for the actual electric consumption of 7,772,538 kWh from April 2018 – April 2019.
- e. Providence Water's energy consultant, Julian Dash, Clean Economy Development LLC, utilized the assumed annual 2% escalation during the RFP process, which is below National Grid's C06 historical standard offer average increase of approximately 4.7 % per year for the last four years (January 2016- January 2020). Providence Water continues to use this conservative annual escalation rate of 2%.
- f. Please refer to Page 1 & 4 of attached Exhibit 1-31 F. RIPUC Tariff No. 2095.

Fixed Price (Page 4) \$0.09113 + Delivery Charges (Page 1) \$0.09335 = \$0.18448 Year 1 NMCR (NGRID C06 Rate).
- g. Please refer to Page 4 of Exhibit 1-31 F. RIPUC Tariff 2095.
- h. Please refer to Page 1 of Exhibit 1-31 F. RIPUC Tariff 2095.
- i. Please refer to Constellation Contract beginning on Page 5 of Exhibit 1-31I.

EXHIBIT DIV 1-31 c

**Net Meter Credit Rate Agreement
& Lease Agreement**

Net Metering Credit Purchase Agreement

This Net Metering Credit Purchase Agreement (this "Agreement") is entered into by the parties listed below (each a "Party" and collectively the "Parties") as of the "Effective Date" noted below.

Purchaser:		Seller:	
Name and Address	Providence Water Supply Board of the City of Providence Rhode Island 125 Dupont Drive Providence, RI 02907 Attention: Gary Marino, Principal Engineer	Name and Address	Pine Hill Solar Partners, LLC c/o EDF Renewables Distributed Solutions, Inc. 5 Commerce Avenue West Lebanon, NH 03784 Attention: Peter Bay, Senior Manager, Business Development
Phone	(401) 639 - 2984	Phone	(802) 272 - 6519
Fax	None	Fax	(802) 295 - 4417
E-mail	gmarino@provwater.com	E-mail	peter.bay@edf-re.com; Copy to: mlgeffert@edf-re.com
Site Location; Site Owner:	An approximately 90.46-acre area of land, composed of the parcels in Providence County, Rhode Island, owned by the City of Providence and controlled by Purchaser (together, the "Landowner") and assigned the Appraiser Parcel Numbers and having the approximate areas reflected below (collectively, the "Site"): 1. Parcel ID: 45-508 (67.18 Acres) 2. Parcel ID: 43-581 (15.53 Acres) 3. Parcel ID: 45-336 (7.75 Acres)	Effective Date:	April 1, 2019

This Agreement sets forth the terms and conditions of the purchase and sale of net metering credits from solar generated electric energy from the solar panel system described in Exhibit 2 (the "System").

The exhibits listed below are incorporated by reference and made part of this Agreement.

<u>Exhibit 1</u>	Summary of Key Terms and Conditions
<u>Exhibit 2</u>	System Description
<u>Exhibit 3</u>	General Terms and Conditions
<u>Exhibit 4</u>	Purchaser Load Profile

Purchaser: PROVIDENCE WATER SUPPLY BOARD
of the City of Providence Rhode Island

Seller: PINE HILL SOLAR PARTNERS, LLC
By: EDF Renewables Distributed Solutions, Inc.,
Manager

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Summary of Key Terms and Conditions

1. **Term:** Twenty-Five (25) years, beginning on the Commercial Operation Date, subject to limited, early termination as expressly provided in the Agreement.
2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each, upon mutual agreement of Seller and Purchaser.
3. **Net Metering Credit or NMC:** A "Renewable Net Metering Credit" or "NMC" shall mean a credit issued by the Utility (defined on Exhibit 2) to Purchaser or for Purchaser's customer account in accordance with the Net Metering Provision and the Net Metering Regulations for each kilowatt hour of electricity generated from and after the Commercial Operation Date during the Term by the System. The "**Net Metering Regulations**" means Rhode Island General Law Chapter 39-26.4, as amended, and the "**Net Metering Provision**" means RI PUC No. 2207 Net Metering Provision, as amended.
4. **Purchaser Utility Account:** Purchaser's Utility Account(s) are listed on Exhibit 4. The value of each Net Metering Credit reflected on Utility statements issued for the Purchaser Utility Account may be higher or lower than the Contract Price for such NMC set forth in this Agreement. Utility values for NMCs are established in accordance with the Net Metering Regulations.
5. **Capacity Attributes, Tax Credits:** Accrue to Seller.
6. **Environmental Attributes:** Accrue to Seller and transferred to Purchaser for Contract Price.
7. **Contract Price:** Purchaser shall pay Seller the Price for Net Metering Credits allocated to Purchaser and measured in kWhs set forth below:

Contract Year	Price for Net Metering Credits (NMCs) \$/kWh
1	\$0.0914/kWh
2	\$0.0914/kWh
3	\$0.0914/kWh
4	\$0.0914/kWh
5	\$0.0914/kWh
6	\$0.0914/kWh
7	\$0.0914/kWh
8	\$0.0914/kWh
9	\$0.0914/kWh
10	\$0.0914/kWh
11	\$0.0914/kWh
12	\$0.0914/kWh
13	\$0.0914/kWh
14	\$0.0914/kWh
15	\$0.0914/kWh
16	\$0.0914/kWh
17	\$0.0914/kWh
18	\$0.0914/kWh
19	\$0.0914/kWh
20	\$0.0914/kWh
21	\$0.0914/kWh
22	\$0.0914/kWh
23	\$0.0914/kWh
24	\$0.0914/kWh
25	\$0.0914/kWh

Contract Year	Price for Net Metering Credits (NMCs) \$/kWh
First Extension Term**	
26	
27	
28	
29	
30	
Second Extension Term**	
31	
32	
33	
34	
35	
** Price for Net Metering Credits for the first Extension Term and the Second Extension Term shall be as negotiated by Purchaser and Seller. However, if either Party seeks to secure an agreement to a 10-year Extension Term 180 days prior to the first anniversary of the Commercial Operation Date, then the Parties will negotiate in good faith to agree to such Extension Term which shall include a discounted price for Net Metering Credits equal to \$0.08226/kWh .	

8. **Condition Satisfaction Date:** January 31, 2020
9. **Commencement of Construction:** Construction of the System is expected to begin approximately six (6) months before the date identified by the Utility for completion by the Utility of interconnection facilities for the System.
10. **Posting of \$3,000,000 Surety.** Upon commencement of System construction, Seller will deliver to Purchaser a payment and performance bond (or other surety reasonably acceptable to Purchaser) in the amount of \$3,000,000 as a surety and support for the performance by Seller under, and payment when due of all obligations of Seller to Purchaser under this Agreement, including the Seller's production guarantee obligations and the Seller's obligations to remove the System, from the Site and restore (reasonable wear and tear accepted) the Site (the "Surety").
11. **Target Commercial Operation Date:** June 1, 2020
12. **Guaranteed Commercial Operation Date:** The "Guaranteed Commercial Operation Date" means **July 1, 2020**, subject to extension to the extent: (a) Purchaser fails to timely and materially fulfill its obligations under this Agreement; or (b) the interconnection work by Utility is not completed by **June 15, 2020** for any reason, other than the Seller's breach of this Agreement or Seller's willful misconduct, nonfeasance, or gross negligence. To the extent the Commercial Operation Date occurs after the Guaranteed Commercial Operation Date, Seller shall pay Liquidated Damages (defined in the Agreement) as provided in the Agreement.
13. **Production Guarantee.** From the earlier of (a) the sixth month after the Commercial Operation Date, and (b) the Guaranteed Commercial Operation Date, as adjusted pursuant to **Paragraph 12** above, through the last day of the Term, Seller guarantees (the "Production Guarantee") that the total annual Energy Output of the System, in kWh, will equal or exceed 90% of the modeled production of the System over the Term, based on the "Production Model" (defined in Exhibit 3, section 14).
14. **Limitation on Tax Assessment.** Seller shall have the right to terminate the Agreement if the assessed value of the System, and any related assets owned or controlled by Seller at the Site exceeds \$5.00/kW AC with respect to personal property taxes, or similar taxes or assessments payable by Seller with respect to the System or related assets.
15. **Interconnection.** The System will interconnect with the Utility's distribution system at the Utility's 18-F6 Feeder (12.47 kV) ("Point of Interconnection"), located adjacent to the Site. Seller will oversee and manage, and shall be responsible for, the work required to interconnect the System to the Utility's distribution system.

Exhibit 2
System Description

1. **System Location ("Site"):** An approximately 90.46-acre area of land, composed of the parcels in Providence County, Rhode Island, owned by the City of Providence and controlled by Purchaser (together, the "Site Owner") and assigned the Appraiser Parcel Numbers and having the approximate areas reflected below:
 - a. Parcel ID: 45-508 (67.18 Acres)
 - b. Parcel ID: 43-581 (15.53 Acres)
 - c. Parcel ID: 45-336 (7.75 Acres)
2. **System Size (AC MW):** Approximately 4.99 MW AC
3. **Expected System Structure:** A fixed-tilt, ground-mount photovoltaic, solar electricity generation system and supporting equipment including but not limited to an inverter and the interconnection facilities and equipment.
4. **Utility:** National Grid
5. **Delivery Point:** Revenue grade meter (the "System Meter") installed at the high side (12.47 kV) of the System transformer. For purposes of determining the Contract Price payable for any month during the Term, the NMCs generated by the System shall be established based on the kWhs of electricity delivered by the System at the Delivery Point, subject to the provisions of this Agreement.

Exhibit 3
Net Metering Credit Purchase Agreement
General Terms and Conditions

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Net Metering Credits and Environmental Attributes.**
 - (a) **Transfer of NMCs.** In consideration of the payment to Seller of the Contract Price (defined below), Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of Seller's right, title, and interest in and to 100% of the Net Metering Credits generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the "Term"). Title to the NMCs will pass from Seller to the Purchaser upon allocation to Purchaser's customer account(s) by the Utility. For purposes of verifying the Net Metering Credits produced by the System, Seller shall measure the electricity produced by the System (the "Energy Output") based on the readings of the meter installed as part of the System and located at the Delivery Point that shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility (the "System Meter"). Seller is not hereby selling or transferring to Purchaser any Energy Output.
 - (b) **Schedule B.** To facilitate delivery of the Net Metering Credits purchased and sold pursuant to this **Section 2**, Seller shall request that the Utility shall allocate the Net Metering Credits generated by the System to Purchaser's customer account(s) as set forth on **Exhibit 1** (collectively, "Purchaser Utility Account"). Purchaser understands and agrees that the Net Metering Credits received by Purchaser for any month during the Term will be reflected on the monthly Utility Bill (defined below) provided to Purchaser as a monetary credit amount and not as a quantity of electricity, and that such credit will be reflected on Purchaser's monthly Utility Bill(s) for the Purchaser Utility Account according to the Utility's Billing Period (defined below) cycle, which may be approximately one month after the Net Metering Credits are generated by the System. Purchaser acknowledges and agrees that Purchaser will enter into, execute, and deliver and that Seller shall maintain Schedule B – Additional Information Required for Net Metering Service between Customer and Utility ("Schedule B") such that the Utility shall allocate the Net Metering Credits purchased by Purchaser under this Agreement to Purchaser's customer account(s) with the Utility. Purchaser may request not more than quarterly that Seller update the Purchaser's accounts with the Utility. Purchaser authorizes Seller to modify Schedule B or take any other actions with the Utility to ensure that the Facility continues to qualify as an "Eligible Net Metering System" and that this Agreement qualifies as a "Net Metering Finance Arrangement", as each is defined under the Net Metering Regulations.
 - (c) **System Environmental Attributes.** In addition, in consideration of the payment to Seller of the Contract Price, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of Seller's right, title, and interest in and to 100% of the all Environmental Attributes (defined below). During the Term, Purchaser and Seller shall cooperate with each other in obtaining, securing and transferring all Environmental Attributes in a manner necessary to qualify for any such available Environmental Attributes.
 - (d) **Products.** As used herein, "Products" means the Net Metering Credits generated by the System, measured based on electric energy delivered at the Delivery Points reflected on Purchaser's monthly Utility statement(s), and all Environmental Attributes. Title to Net Metering Credits will pass from Seller to Purchaser upon allocation to Purchaser Utility Account by the Utility.
 - (e) **Eligibility of the System and Site.** Prior to the Commercial Operation Date, Seller will confirm to Purchaser that the System qualifies as an "Eligible Net Metering Resource" and that this Agreement qualifies as a "Net Metering Financing Arrangement" pursuant to the Net Metering Regulations. In addition, Seller will provide reasonable cooperation to Purchaser to qualify the System as a renewable energy resource under the applicable renewable energy standard or environmental compliance program for which the System may qualify in order that Purchaser may sell or transact Environmental Attributes through Rhode Island's program, provided that such qualification and related compliance with such standard or program shall be Seller's sole responsibility in respect of any sale or transaction of Environmental Attributes. Subject to the provisions of this Agreement, each Party will take all reasonable actions to facilitate and expedite all approvals necessary for the System to qualify as an "Eligible Net Metering System" and this

Agreement to qualify as a "Net Metering Financing Arrangement" pursuant to the Net Metering Regulations. During the Term, neither Party will take any action that is inconsistent with the System qualifying as an "Eligible Net Metering System" and this Agreement qualifying as a "Net Metering Financing Arrangement" pursuant to the Net Metering Regulations. Each Party will agree to an amendment of this Agreement that is necessary to assure that the System qualifies as an "Eligible Net Metering System" and that this Agreement qualifies as a "Net Metering Financing Arrangement" pursuant to the Net Metering Regulations, unless such amendment would alter the financial arrangements contemplated by this Agreement.

- (f) **Capacity Attributes.** As between Seller and Purchaser, any benefit associated with the Capacity Attributes for the System shall exclusively and solely accrue to and be owned by Seller. Purchaser is under no obligation to take any action other than reasonable cooperation with Seller to obtain any such benefit, and Seller shall reimburse Purchaser for any reasonable costs incurred by Purchaser at Seller's request to obtain such benefit.
- (g) **Definitions.** As used in this Section 2 and the balance of this Agreement, the following capitalized terms have the following meanings:
 - (i) **"Capacity Attributes"** means any defined characteristic, certificate, tag, credit or accounting construct associated with the amount the capacity of the System that can be purchased or sold pursuant to the rules of the Independent System Operator (ISO-NE).
 - (ii) **"Tariff"** means the tariff for net metering services, as approved by the Rhode Island Public Utility Commission (RIPUC), as amended and supplemented by the RIPUC.
 - (iii) **"Environmental Attributes"** means any and all credits, benefits, emissions reductions, offsets, and allowances (but specifically excluding Capacity Attributes), howsoever entitled that are created or otherwise arise from the System's generation of energy using a zero or lower emissions fuel in contrast to the generation of electricity using fossil fuels, including, but not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, tags, certificates, air quality credits, offsets or other benefits, green tags tradable renewable credits and Green-e® products, or similar products or rights associated with such energy production as a "green" or "renewable" electric generation resource under any law and/or regulation. Environmental Attributes do not include Capacity Attributes, Tax Credits (defined below) or cash grants or any similar cash benefits.

3. Incentives and Tax Credits.

- (a) **Ownership of Incentives and Tax Credits.** Unless otherwise specified on Exhibit 1 or Section 2 of this Agreement, Seller is the owner of all Incentives (defined below) and is entitled to the benefit of all Tax Credits (defined below). The Products transferred or transferable to Purchaser under this Agreement do not include the right to Tax Credits or Incentives. Seller's obligations are conditioned upon the ability of the Seller to fully utilize all Incentives and Tax Credits available as of the Effective Date. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Incentives are paid directly to Purchaser or any Tax Credit is received by Purchaser, Purchaser shall immediately pay such amounts over to Seller. Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication. Seller and Purchaser shall file tax returns and other tax-related information and documents consistent with this Section 3.
- (b) **"Incentives"** means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.
- (c) **"Governmental Authority"** means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the Rhode Island Public Utilities Commission (RIPUC), or any arbitrator with authority to bind a party at law.
- (d) **"Tax Credits"** means any and all (i) investment tax credits, including the federal investment tax credit equal to thirty percent (30%) of the System value as of the Effective Date; (ii) production tax credits, (iii) beneficial tax attributes

applicable to the System or the owner of the System, including federal MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, and (iv) similar tax credits or grants, as well as under federal, state or local law relating to the construction, ownership or production of energy from the System.

- (e) "Utility" means the Utility identified on Exhibit 1.

4. Term and Termination.

- (a) **Initial Term.** The initial term ("Initial Term") of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in Exhibit 1, unless earlier terminated as provided for in this Agreement. The "Commercial Operation Date" is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Points, the System and the Site are an Eligible Net Metering System and an Eligible Net Metering System Site under the Net Metering Regulations, and that the System is interconnected with the distribution system of the Utility. Such notice shall be deemed effective unless Purchaser reasonably objects within ten (10) business days of the date of such notice. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the Utility as identified on Exhibit 2. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide Net Metering Credits by not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
- (b) **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, either Seller or Purchaser may give the other Party written notice of the notifying Party's desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in Exhibit 1 (each such additional period, an "Additional Term"). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. If a Party provides notice of extension for an Additional Term, the Parties shall negotiate in good faith and if the Parties mutually agree to extend this Agreement for an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current Additional Term on the same terms and conditions as set forth in this Agreement, except as otherwise agreed by the Parties or set forth in Section 4(c). If neither Party provides notice of its request for an Additional Term as required by this provision prior to the 60th day before the end of the then-current Term or if the Parties cannot mutually agree to extend this Agreement for an additional term, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
- (c) **Early Negotiation of 10-Year Additional Term.** By delivering a written notice to the other Party at least 180 days prior to first anniversary of the Commercial Operation Date, each of Purchaser or Seller may request an extension of the Initial Term for ten (10) years beginning the 25th anniversary of the Commercial Operation Date at a discounted Contract Price for such 10 years of \$0.08226/kWh. During the 90-day period following delivery of notice under this Section 4(c), the Parties will engage in good faith negotiations to mutually agree to extend the Agreement Term at such discounted Contract Price. Any agreement related to such extension shall be memorialized in writing and executed by the Parties hereto. For the avoidance of doubt, however, this Section 4(c) shall not be construed as an obligation on the part of either Party to enter into an extension of the Term.

5. Billing and Payment.

- (a) **Monthly Charges.** Purchaser shall pay Seller for the Products at the \$/kWh rate shown in Exhibit 1 (the "Contract Price") multiplied by the actual Net Metering Credits reflected on the Utility Bills (defined below) for each monthly Utility billing period (a "Billing Period") or portion thereof during the Term. Prior to the Commercial Operation Date and for the remainder of the Term thereafter, Purchaser will provide Seller full access to the billing data, invoices, and other statements provided by the Utility for the Purchaser Utility Account(s) (collectively, "Utility Bills") for all Billing Periods or portions thereof during the Term; and Purchaser shall take all reasonable action and shall execute and deliver all reasonable documents as necessary or appropriate to assure such Seller access. Purchaser's obligation to pay the Contract Price and provide access to Utility Bills shall survive termination of the Term to the extent that the Utility Bill is not issued by the Utility until after the last day of the Term if such Utility Bill is for a Billing Period or portion thereof during the Term or includes Net Metering Credits relating to Energy Output generated during the Term. Each Party shall keep, during the Term and for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of Utility Bills, invoices, charges, computations and payments under this Agreement. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such

transactions during the other Party's normal business hours. Throughout the Term, Purchaser authorizes Seller to pursue with the Utility reallocation of NMCs to Purchaser accounts if, as, and when necessary to ensure monetization of all NMCs generated by operation of the System.

- (b) **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through ACH, for the Net Metering Credits allocated to the Purchaser Utility Account for the Billing Period immediately preceding the date the invoice is issued. Such monthly invoices shall state (i) the amount of Net Metering Credits produced by the System as reflected on the applicable Utility Bill, (ii) applicable Taxes and charges payable by Purchaser for the month as provided in this Agreement, and (iii) the total amount due from Purchaser.
- (c) **Taxes.** Purchaser shall pay all real estate Tax on the Site. Notwithstanding the foregoing, Seller shall pay all other taxes, including sales and use, property Taxes on the System and any related assets; provided, however, Seller will have the right to terminate this Agreement if the tax assessed on the System, and any related assets owned or controlled by Seller exceeds \$5.00/kW AC. For purposes of this **Section 5(c)**, "Taxes" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of NMCs under this Agreement, which shall be Seller's responsibility.
- (d) **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the rates established by the State of Rhode Island General Laws Section 9-21-10.
- (e) **Invoice Disputes.** If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, it must promptly notify the other Party of the basis for the dispute and pay the undisputed portion of such Invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate per annum at the option of the overpaying Party. The Parties shall only be entitled to dispute an amount owed or paid within twelve (12) calendar months from the date of issuance of such Invoice. If the Parties are unable to resolve a payment dispute under this Section, the Parties shall pursue dispute resolution.

6. **Conditions to Obligations.**

- (a) **Conditions to Seller's Obligations.** Seller's obligations under this Agreement are conditioned on the completion of the following conditions to Seller's reasonable satisfaction on or before the Condition Satisfaction Date:
 - (i) Satisfactory completion of a physical inspection of the Site upon which the System is located including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Site for the System;
 - (ii) Seller shall have control over the Site, whether by purchase, lease, or license, and shall have and control all real property rights with respect to the Site as are necessary to construct, install, and operate the System at the Site, including, without limitation, ingress and egress rights, utility interconnection rights, insolation rights, stormwater rights, right-of-way and curb-cut rights, and construction laydown rights;
 - (iii) Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller's Financing Parties. "Construction Agreement" as used in this subsection means an agreement between Seller and any contractor or subcontractor to install the System;
 - (iv) Confirmation that the System qualifies as an "Eligible Net Metering System" and that this Agreement qualifies as a "Net Metering Financing Arrangement" pursuant to the Net Metering Regulations;
 - (v) Confirmation that the System is eligible and will qualify for all Capacity Attributes, Environmental Attributes and Tax Credits that reasonably should be available to the System or its owner, and that Seller will obtain all applicable Incentives and Tax Credits;

- (vi) Confirmation that the Seller has secured, and that the System will be afforded, Tax exemptions and beneficial Tax treatment that reasonably should be available to the Seller or for the System, including assessments at a level that excludes the value of Tax Credits;
 - (vii) Receipt of all zoning, land use, building, right-of-way, and environmental permits, approvals, and consents (collectively, "Permits") necessary or advisable in Seller's reasonable discretion to install, construct, and operate the System on the Site;
 - (viii) Purchaser has secured all authorizations required by it internally, by the City of Providence and the Public Utilities Commission to enable Purchaser to execute, deliver, and perform this Agreement;
 - (ix) Purchaser: (A)(1) is and will remain rated BBB or better by Standard & Poor's; (2) has and will have a Paydex index of no less than 65; (3) has and will retain a Credit Score Class of no less than 2; or (4) has and will retain a financial stress score of no less than 2; and (B) has not sought protection under bankruptcy or insolvency laws or had a petition filed against it under such laws; and
 - (x) Execution of all necessary agreements with the Utility for interconnection of the System to the Utility's electric distribution system.
- (b) **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates, then Seller may terminate this Agreement upon ten (10) days written notice to Purchaser without liability for costs or damages or triggering a default under this Agreement, unless the failure of any such condition is attributable to a Seller Default Event. Further, if a Seller Default Event occurs and is not timely cured prior to the Condition Satisfaction Date, then, in addition to any other Remedy available to Purchaser, Purchaser shall have the right to terminate this Agreement.
- (c) **Commencement of Construction.** Seller's obligation to commence construction and installation of the System is conditioned on Seller's receipt of: (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, and (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Site, as applicable, that such person will recognize Seller's rights under this Agreement for as long Seller is not in default hereunder.
- (d) **Conditions to Purchaser's Obligations.** If the Commercial Operation Date does not occur by the Guaranteed Commercial Operation Date (as the same may be extended pursuant to **Exhibit 1**), then Purchaser shall have the right to terminate this Agreement by delivering to Seller within 180 days after the Guaranteed Commercial Operation Date a written termination notice.

7. **Seller's Rights and Obligations.**

- (a) **Permits and Approvals.** Subject to **Section 6**, Seller shall be responsible for securing all Permits necessary to investigate, design, construct, interconnect, and operate the System. Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining Permits.
- (b) **System Construction, Interconnection, Operation, Repair and Maintenance.** Subject to satisfaction or waiver of the conditions in **Section 6** and the other provisions of this Agreement, Seller shall construct and install the System. During the Term, Seller will operate and maintain the System. Seller shall be responsible to oversee the work of the Utility to interconnect the System to the Point of Interconnection (defined on **Exhibit 1**), and for the design, construction, and maintenance of the interconnection facilities and equipment from the Delivery Point to the Point of Interconnection.
- (c) **Tariff Schedule B:** Purchaser acknowledges and agrees that Seller shall maintain Schedule B such that the Utility shall allocate (i) the Net Metering Credits purchased by Purchaser to Purchaser's customer account(s) with the Utility. Purchaser may request not more than quarterly that Seller update the Purchaser's accounts with the Utility. Purchaser authorizes Seller to modify Schedule B or take any other actions with the Utility to ensure that the Facility continues to qualify as an "Eligible Net Metering System" and that this Agreement qualifies as a "Net Metering Finance Arrangement", as each is defined under the Net Metering Rules. Prior to the Commercial Operations Date, Purchaser shall take all actions necessary to allow Seller to access, for the Term, Purchaser's monthly Utility statements and account information solely for purposes of fulfilling Seller's obligations under this Agreement.

- (d) **Surety.** Upon commencement of System construction, Seller will deliver to Purchaser a payment and performance bond (or other surety reasonably acceptable to Purchaser) in the amount of \$3,000,000 as a surety and support for the performance by Seller under, and payment when due of all obligations of Seller to Purchaser under, this Agreement, including the Seller's Production Guarantee (defined below) obligations and the Seller's obligations to remove the System from the Site and restore (reasonable wear and tear excepted) the Site within 270 days following the last day of the Term, with the period from the last day of the Term through the date the System is removed from the Site and the Site is so restored or, if earlier, 270 days after the last day of the Term being referred to as the "**Removal Period.**" Such surety shall be issued or provided by a bonding company, bank, or other financial institution reasonably acceptable to Purchaser and shall remain outstanding from the commencement of System construction through the last day of any Removal Period.
- (e) **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to construct, operate, or maintain the System due to the inaccuracy of any information provided by Purchaser and relied upon by Seller or the failure of Purchaser to materially comply with Purchaser's obligations under this Agreement, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
- (f) **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.
- (g) **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of Net Metering Credits and the operation of the System for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in operation of the System and delivery of Net Metering Credits.
- (h) **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed, insured at reasonable limits given the size and scope of the project and such contractors role, and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- (i) **No Warranty.** NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

8. Change in Law.

- (a) "**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, including the Net Metering Provision, or the Net Metering Regulations; (ii) the imposition after the Effective Date of this Agreement of any material conditions on the issuance or renewal of any applicable permit or the continued qualification of the System as an "Eligible Net Metering System" and the continued qualification of this Agreement as a "Net Metering Financing Arrangement" pursuant to the Net Metering Regulations (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), (iii) a change in any Utility rate schedule or tariff approved by any Governmental Authority, including the Tariff, or (iv) revocation of any Tax Credit, which establishes requirements or revokes beneficial laws or rules affecting owning, supplying, constructing, installing, operating, or maintaining the System, or other performance of the Seller's obligations hereunder or which has a material adverse effect on the cost to Seller of performing such obligations.
- (b) If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are

reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

9. **Default, Remedies and Damages.**

(a) **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the "Defaulting Party," the other Party shall be deemed to be the "Non-Defaulting Party", and each event of default shall be a "Default Event":

- (i) failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
- (ii) failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- (iii) if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- (iv) Seller loses its rights to occupy and enjoy the Site;
- (v) a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure;
- (vi) The amount of Liquidated Damages (defined below) exceeds the Liquidated Damages cap established pursuant to **Section 13(d)**; or
- (vii) Purchaser prevents Seller from installing the System or otherwise fails to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

(b) **Remedies.**

- (i) **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon sixty (60) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- (ii) **Remedies for Failure of Purchaser.** In the event that Purchaser fails to purchase and accept delivery of the Net Metering Credits from the System, except to the extent that Purchaser is entitled as specifically provided herein to not accept such NMCs, the ownership of any System Products then owned by Purchaser shall transfer from Purchaser to Seller, and Seller shall have the right to seek damages measured by the positive difference, if any, between: (A) the amount Seller would otherwise have been paid under this Agreement for such Net Metering Credits, the unrealized value to Seller of Capacity Attributes, and the value of Incentives and Tax Credits related to the Purchaser failure to acquire NMCs, to the extent unavailable due to Purchaser's failure to purchase NMCs, (2) the payments received by Seller in the event Seller is able to sell any such NMCs or any Environmental Attributes to a third party.

- (iii) Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon sixty (60) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this Agreement without cause prior to commencement of System construction, such cancellation will be a Default Event by Purchaser, and Seller shall be entitled to recover costs actually and reasonably incurred to perform this Agreement through such termination and any other remedy available to Seller.
- (iv) Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "Termination Payment"):

A. Purchaser. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty-five percent (35%) (or, if different, the blended federal and state corporate income tax rate applicable from the Effective Date through termination) for the loss or recapture of (a) Tax Credits, including the investment tax credit equal to thirty percent (30%) of the System value and MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (b) loss of any Capacity Attributes or Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (c) other financing and associated costs not included in (a), (b) and (c), (2) the net present value (using a discount rate reasonably agreed by Purchaser and Seller as of the date of determination of net present value, which shall take into account Seller's cost of capital as of the determination date) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) the costs to remove the System from the Site; (4) costs associated with early termination of the site security agreement for the Site, and (5) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.

B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate reasonably agreed by Purchaser and Seller as of the date of determination of net present value, which shall take into account Purchaser's cost of capital as of the determination date) of the excess, if any, of the reasonably expected cost of electrical service from the Utility over the Contract Price for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) any removal costs incurred by Purchaser, and (3) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.

- (2) Obligations Following Termination. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

- (c) Limitations; Damages. The rights and obligations of the Parties pursuant to this Article 9 are subject to the limitations set forth in this Agreement, including pursuant to Section 13(c).

10. Representations, Warranties and Covenants.

- (a) General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date:
- (i) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized

by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

- (ii) Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
- (b) **Purchaser's Representations, Warranties and Covenants.** Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:
 - (i) **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
 - (ii) **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to the Purchaser's estimated electricity requirements, is accurate in all material respects.
 - (iii) **Hazardous Substances.** There are no Hazardous Substances at, on, above, below or near the Site.
 - (iv) **Load Profile.** The load profile of Purchaser set forth on **Exhibit 4** is true, correct, and complete as of the Effective Date or other date(s) reflected thereon, and does not omit any information necessary to make the information presented on **Exhibit 4** not misleading.

11. **System and Facility Damage and Insurance.**

- (a) **System and Facility Damage.** If the **System** is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at the greater of (1) the Fair Market Value (defined below) of the System and (2) the sum of the amounts described in **Section 9(b)(iv)A**.
- (b) **Insurance Coverage.** At all times during the Term, Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
- (c) **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than thirty (30) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
- (d) **Certificates.** At Purchaser's request, Seller shall deliver to Purchaser a certificate of insurance evidencing the above required coverage.
- (e) **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.
- (f) **Fair Market Value.** "Fair Market Value" means, in Seller's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the

valuation, and (ii) the present value (using a discount rate reasonably agreed by Purchaser and Seller as of the date of determination of net present value, which shall take into account the Purchaser's cost of capital and the Seller's internal rate of return on the System, as of the determination date) of all associated future income streams expected to be received by Seller arising from the operation of the System for the remaining term of the Agreement including but not limited to the expected price of electricity, Environmental Attributes, Incentives, and Tax Credits and factoring in future costs and expenses associated with the System avoided. If Purchaser undertakes to acquire the System, Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder

12. **Ownership.** Throughout the Term (except as otherwise permitted in Section 16), Seller shall be the legal and beneficial owner of the System at all times, and, as between Seller and Purchaser, all Capacity Attributes (unless otherwise expressly specified herein), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to the Site. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 16) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.
13. **Indemnification; Limitations of Liability; Liquidated Damages.**
 - (a) **General.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from any injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the grossly negligent acts or omissions of, the willful misconduct of, or a Default Event by the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party.
 - (b) **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "Claim"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 13(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 13(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
 - (c) **Limitations on Liability.**
 - (i) **No Consequential Damages.** Except with respect to indemnification for third party claims pursuant to this Section 13, Liquidated Damages (defined below), and damages that result from the fraud or willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents, employees, subcontractors, or suppliers shall be liable for any indirect, special, incidental, exemplary, punitive, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even

if advised of such. The Parties agree that (1) in the event that Seller is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Purchaser, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (ii) in the event that Seller owns the Incentives or any Capacity Attributes produced by the System, and a breach of this Agreement by Purchaser causes Seller to lose the benefit of sales of such Incentives or Capacity Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages.

(ii) **Actual Damages.** Except with respect to indemnification for third party claims pursuant to **Section 13** and damages that result from the willful misconduct of Seller, Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed Six Million (\$6,000,000.00) Dollars, until Purchaser has made payments to Seller at or above said amount, at and after which time Seller's aggregate total liability shall be the sum total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this **Section 13(c)(ii)** shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise.

(iii) **Survival of Claims.** Any action by one (1) Party against another must be brought within eighteen (18) months after the cause of action accrues and, in any event no more than eighteen months after termination of this Agreement for any reason.

(d) **Liquidated Damages.** Notwithstanding anything in this Agreement to the contrary, if the Commercial Operation Date is not achieved by the Guaranteed Commercial Operation Date (as adjusted pursuant to **Exhibit 1**), then for each day after the Guaranteed Commercial Operation Date that the Commercial Operation Date does not occur, Seller will owe Purchaser "Liquidated Damages" equal to (i) the difference between the then-applicable National Grid Virtual Net-Metered credit value and the Contract Price per kWh (\$0.0914/kWh), multiplied by (ii) 90% of the modeled production of the System for each day of Commercial Operation Date delay (set forth on **Exhibit 2**); provided that total Liquidated Damages shall not exceed \$100,000. Once the total Liquidated Damages payable exceeds the monetary cap on Liquidated Damages, a Default Event as to which Seller is the Defaulting Party shall occur.

14. **Production Guarantee.** From the earlier of (a) the sixth month after the Commercial Operation Date, and (b) the Guaranteed Commercial Operation Date, as adjusted pursuant to **Paragraph 12** of **Exhibit 1**, through the last day of the Term, Seller guarantees (the "Production Guarantee") that the total annual Energy Output of the System, in kWh, will equal or exceed 90% of the modeled production of the System over the Term, based on the "Production Model" (defined below). Prior to the start of the Production Guarantee period, Seller will prepare and provide to Purchaser a model (the "Production Model") of the annual System production over the 25-year Initial Term based on the PVSyst software package, which Production Model will reflect System equipment degradation over time, soiling losses, and downward adjustments to System production due to regular System maintenance for industry standard periods during each production year and due to events beyond the Seller's control that have an adverse impact on System generation, including Force Majeure events, periods during which System modules are completely or substantially covered with snow, unusually long periods of cloud cover (outside of standard weather patterns for the Site), inverter or transformer downtime outside of Seller control, Purchaser-caused shut-downs and shut-downs of the Utility distribution grid, and System damage not caused by Seller or its agents. The Production Guarantee will be applicable during the Term from the 6th month after the Commercial Operation Date through the 25th anniversary of the Commercial Operation Date (or earlier termination date of this Agreement), with the first guarantee year including the 18 months ending the 2nd anniversary of the Commercial Operation Date. If the Production Guarantee for any year is not satisfied, Seller will deliver to Purchaser NMCs (or equivalent cash value) attributable to the difference between the Production Guarantee in kWh for such year and the actual system production in kWh for such year. If the Production Guarantee is not satisfied, so long as Seller provides the NMCs (or equivalent cash value) pursuant to the preceding sentence, the failure to satisfy the Production Guarantee shall not be a Seller Event of Default.

15. **Force Majeure.**

(a) "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any

such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence), curtailment of System production by any Governmental Authority, the Utility, or other authority having jurisdiction outside of the control of the Party claiming Force Majeure; and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

- (b) Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- (c) Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.
- (d) Notwithstanding the foregoing to the contrary, if Force Majeure event continue for an aggregate period of one hundred eighty (180) or more days within a twelve (12) month period and prevent a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

16. Assignment and Financing.

- (a) Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). In the event of any such assignment, the Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's right and/or obligations under this Agreement, shall not result in any change to Purchaser's rights and obligations under this Agreement. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement and to observe the obligations set forth herein, and in either case, in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- (b) Financing. The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 16(a)(i)-(iv), Purchaser agrees to execute any reasonable consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.
- (c) Successor Servicing. The Parties further acknowledge that in connection with any construction or long-term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and

maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "Successor Provider"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement, including the posting and maintaining of the Surety identified on Exhibit 1.

17. **Confidentiality and Publicity.**

- (a) **Confidentiality.** Notwithstanding any provision herein to the contrary, the parties acknowledge and agree that Purchaser is subject to Rhode Island General Laws §§38-2-1, *et seq.*, known as the "Access to Public Records Act" and that this Agreement, once executed, and many related documents, are considered public records as defined therein. Any specific information that Seller deems to be confidential must be clearly identified and marked as such by Seller. If a request is made to view such confidential information, the Purchaser will notify Seller of such request and the date that records relating to such confidential information will be released to the requester unless Seller obtains a court order enjoining such disclosure. If Seller fails to obtain that court order enjoining disclosure, Purchaser will release the requested information on the date specified. Such release of any such confidential information shall be deemed to be made with Seller's consent and will not be deemed to be a violation of law or this Agreement.
- (b) **Publicity.** The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Incentives and any related reporting rights. Subject to the foregoing, each Party shall be permitted to refer to the other Party by name with respect to the System and the existence of this Agreement (though not its details) in any marketing literature, web sites, articles, press releases or any other document or communication published in electronic or paper form by or for such Party, and provided that the Party that uses such references for marketing purposes shall provide to the other Party a copy of all marketing materials that include such references or a link to the web site or web page that includes such references. Following any such notice or provision of electronic link, if either Party objects to any particular use of its trademarks or names by the other Party, the other Party shall immediately modify or cease the use as reasonably requested by the objecting Party.

18. **Miscellaneous Provisions**

- (a) **Choice of Law.** The formation, interpretation and performance of this Agreement between the Parties hereto shall be governed by and construed in accordance with the laws of the State of Rhode Island, excluding any of its conflicts of laws provisions that would require the application of the laws of another jurisdiction.
- (b) **Venue.** The Parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state or federal courts located in the State of Rhode Island. The Parties, to the extent they may legally do so, waive any right each may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this section. The Parties acknowledge and agree that the terms and conditions of this Agreement have been freely, fairly, and thoroughly negotiated.
- (c) **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified on the first page of this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- (d) **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 7((i)) (No Warranty), Section 11((b)) (Insurance Coverage), Section 13 (Indemnification and Limits of Liability), Section 17(a) (Confidentiality), Section 18((a)) (Choice of Law), Section 18 ((b)) (Venue), Section 18((c)) (Notices), Section 18 ((g)) (Comparative Negligence), Section 18((h)) (Non-Dedication of Facilities), Section 18((j)) (Service Contract), Section 18((k)) (No Partnership)

Section 18(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 18(n) (No Third Party Beneficiaries).

- (e) **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- (f) **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- (g) **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- (h) **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability.
- (i) **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within ten (10) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- (j) **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of NMCs originating from the operation of the System by Seller.
- (k) **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

- (l) **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter including the December 3, 2018 Term Sheet between the Parties. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- (m) **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- (n) **No Third-Party Beneficiaries.** Except for assignees, Financing Parties permitted under **Section 16**, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

Exhibit 4
PURCHASER LOAD PROFILE

On or within ten (10) business days after the Effective Date, the Purchaser shall provide Seller access to Utility billing details for Purchaser's accounts with the Utility, which billing details shall include information about Purchaser's electricity usage spanning (at least) the thirty-six months preceding the Effective Date.

Based on such Purchaser information, within sixty (60) days after the Effective Date, Seller shall prepare and deliver to Purchaser a draft of this Exhibit 4, which will include a written list of each Purchaser Utility account and a description of Purchaser's Load Profile, in form consistent with the requirements of the Net Metering Regulations and of Schedule B. Within ten (10) business days after Seller delivers a draft Exhibit 4 to Purchaser, Purchaser will deliver to Seller any comments on such Seller draft of Exhibit 4. Within ten (10) business days after receipt from Purchaser of any comments, Seller shall use commercially reasonable efforts to incorporate such Purchaser comments into, and deliver to Purchaser, a revised draft of Exhibit 4. Such process will repeat until Exhibit 4 is agreed by Purchaser and Seller.

The form of Exhibit 4 on which Purchaser has no comments or that otherwise is finally agreed by Seller and Purchaser pursuant to the review process in the preceding paragraph shall be inserted as the final Exhibit 4 to this Agreement.

SOLAR LAND LEASE

THIS SOLAR LAND LEASE (hereinafter "**Lease**") is entered into as of the Effective Date (defined below), by and between Pine Hill Solar Partners, LLC, a Delaware limited liability company ("**Lessee**") and the City of Providence Rhode Island, a body politic and corporate ("**Lessor**"). Lessor and Lessee are also each hereinafter referred to individually as a "**Party**" or, collectively, the "**Parties**".

1. **Definitions.** The following terms shall have the following meanings when capitalized in this Lease:

1.1.	Anniversary Year	Each yearly anniversary date commencing with the Effective Date (defined below).
1.2.	Annual Operating Payment	One Dollar (\$1.00) per Calendar Year
1.3.	Approval	means any authorization, consent, ratification, waiver, registration, approval, license, ruling, permit, exemption, filing, variance, order, judgment, decree, publication, notice, declaration, or regulation applicable to the acquisition, ownership, occupation, construction, commissioning, operation, sale, or maintenance of the Project, the use or occupancy of the Property, or the execution, delivery or performance of this Lease, in each case granted, issued, promulgated, enacted, given, or issued by any Governmental Agency or any non-governmental utility, transmission, or related system organization having jurisdiction.
1.4.	Calendar Year	January 1 through December 31.
1.5.	Claims	As defined in Section 11.1 .
1.6.	Commercial Operation Date	As defined in the NMCPA.
1.7.	Construction Period	The period beginning on the day immediately following the date Seller issues the \$3,000,000 surety to Purchaser under the NMCPA and ending 120 days after the Commercial Operation Date.
1.8.	County	Providence County, State of Rhode Island.
1.9.	Credits	As defined in Section 4.8 .
1.10.	Effective Date	Last date of full execution of this Lease.
1.11.	Environmental Law	As defined in Section 6.4 .
1.12.	Extension Option Notice	As defined in Section 3.2 .
1.13.	Extension Term	A five-year period (a) commencing the day immediately following (i) the last day of the Initial Term or (ii) as applicable, the fifth anniversary of the last day of the Initial Term, and (b) ending on the (i) the fifth (5 th) anniversary of the date described in (a), or (ii) the date of

EXECUTION VERSION

		early termination expressly permitted or provided by this Lease, for example, pursuant to Section 18.3
1.14.	Feasibility Period	The period during the Term commencing the Effective Date and terminating on the day immediately preceding the first day of the Construction Period.
1.15.	Force Majeure	As defined in Section 23 .
1.16.	Form W-9	As defined in Section 4.5 .
1.17.	Governmental Authority	means any federal, state, local, territorial or municipal government, governmental department, commission, board, bureau, agency, instrumentality, judicial or administrative body (or any agency, instrumentality or political subdivision thereof) having jurisdiction over the Project, the Lessor, the Lessee, or any official of the foregoing.
1.18.	Hazardous Materials	As defined in Section 6.4(a) .
1.19.	Improvements	As defined in Section 2.1.2 .
1.20.	Initial Term	The period commencing the Effective Date and terminating on the earliest of: (a) the twenty-fifth (25 th) anniversary of the Commercial Operation Date, or (b) the date of early termination expressly permitted or provided by this Lease, for example, pursuant to Section 18.3 .
1.21.	Interference	As defined in Section 6.6 .
1.22.	Interconnection Facilities	As defined in Section 2.1.4 .
1.23.	Legal Requirement	means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute, or treaty, and the requirements of any Approval, applicable to the Lessor, the Lessee, this Lease, the Project, the Project, the use or occupancy of the Property, or to the execution, delivery or performance of this Lease.
1.24.	Lender	As defined in Section 14.1 .
1.25.	Lessee's Address	Pine Hill Solar Partners, LLC c/o EDF Renewables Distributed Solutions, Inc. 5 Commerce Avenue West Lebanon, NH 03784 Attn: Peter Bay, Sr. Manager, Business Development Copy: General Counsel Telephone: 802-359-6522 Email: peter.bay@edf-re.com ; Copy: Counsel@groSolar.com
1.26.	Lessee Parties	As defined in Section 11.1 .

1.27.	Lessee Party	As defined in Section 11.1.
1.28.	Lessor's Address	Providence Water Supply Board of the City of Providence Rhode Island 125 Dupont Drive Providence, RI 02907 Attention: Gary Marino, Principal Engineer Phone: 401-639-2984 Email: gmarino@provwater.com
1.29.	Lessor Action	As defined in Section 6.6.
1.30.	Lessor Land	Any of the real property, improvements, or appurtenant rights, in each case, adjacent to, or benefitting, the Property, and owned or controlled by Lessor.
1.31.	Lessor Parties	As defined in Section 11.1.
1.32.	Lessor Party	As defined in Section 11.1.
1.33.	Memorandum of Lease	As defined in Section 6.3.
1.34.	NMCPA	That certain Net Metering Credit Purchase Agreement between Providence Water Supply Board and Lessee dated as of April 1, 2019
1.35.	Operations	As defined in Section 2.1.
1.36.	Obligor	As defined in Section 14.1.
1.37.	Premises	That certain land located in Providence County, described in <u>Exhibit A</u> hereto and incorporated herein by this reference, containing approximately 96 acres.
1.38.	Project	As defined in Section 2.1.2.
1.39.	Property	The Premises and those areas of the Lessor Land subject to Lessee's access, use, or occupancy pursuant to Section 2.2.
1.40.	Regulated Utility	An electricity service provider who generates, transmits, distributes or sells to retail or other customers, electricity and is regulated by federal utility regulators, regional utility regulatory organizations, or state utility regulators, or the respective equivalent of any of the foregoing.
1.41.	Removal Period	The 270-day period following the last day of the Initial Term or, if later, the last day of any Extension Term.
1.42.	Restoration	As defined in Section 5.7.
1.43.	Site Work	wetlands mitigation, the installation or construction of any crossing over a wetland or waterway, remediation of any condition under any Environmental Law, or the

		installation of landscaping or site improvements, other than seeding.
1.44.	Solar Energy Facilities	As defined in Section 2.1.2.
1.45.	Solar Energy System	As defined in Section 2.1.2.
1.46.	Solar Energy System Operations	As defined in Section 2.1.
1.47.	Storage Facility	As defined in Section 2.1.3.
1.48.	Term	As defined in Section 3.1.
1.49.	Termination Date	As defined in Section 3.1(a).

2. **Agreement to Lease.**

2.1 **Premises.** Lessor hereby leases to Lessee for the Term, the Premises, and conveys to Lessee the exclusive leasehold right on the Premises for solar energy conversion, for the collection and transmission of solar electric power, and for related purposes and activities subject to the terms and conditions of this Lease (collectively, "**Operations**" or "**Solar Energy System Operations**"), including, without limitation:

- 2.1.1 the rights to conduct studies of the Premises for purposes of establishing and operating the Solar Energy System, including studies of the soils (including geotechnical studies), studies of solar radiation, solar energy, and other meteorological and geotechnical data with respect to the Premises;
- 2.1.2 the exclusive right to construct, reconstruct, erect, install, improve, replace, relocate, and remove from time to time, and maintain, use, monitor and operate, existing, additional or new: (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness sunlight for photovoltaic energy generation, including, without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structures, braces, wiring, plumbing, and related equipment ("**Solar Energy Facilities**"); (ii) electrical Interconnection Facilities (defined below); (iii) overhead and underground control, communications and radio relay systems; (iv) substations, interconnection and/or switching facilities and electric transformers and transformer pads; (v) energy Storage Facilities (defined below); (vi) meteorological towers and solar energy measurement equipment; (vii) control buildings, control boxes and computer monitoring hardware; (viii) utility installation; (ix) safety protection facilities; (x) maintenance yards; (xi) roads and erosion control facilities; (xii) signs and fences; and (xiii) other improvements, fixtures, facilities, machinery and equipment related to, or associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, interconnection, distribution, conducting, wheeling, sale or other use or conveyance of solar electricity (all of the foregoing, including the Solar Energy Facilities, collectively a "**Solar Energy System**" or the "**Improvements**" or the "**Project**");
- 2.1.3 Intentionally Omitted;
- 2.1.4 an exclusive right for the development, erection, installation, construction, improvement, interconnection, reconstruction, enlargement, removal, relocation, replacement and

repowering, and the use, maintenance, repair and operation of, facilities for the storage, collection, distribution, conveyance, step-up, step-down, wheeling, and sale of electricity and for communications in connection with the Solar Energy System, including, without limitation, the following, at such locations on the Premises as Lessee shall determine, that are developed, constructed and/or operated: (i) underground and/or overhead interconnection, distribution, and collection lines; (ii) underground and/or overhead control, communications and radio relay systems and telecommunications equipment; (iii) energy storage facilities; (iv) interconnection and/or switching facilities, circuit breakers and transformers; (v) cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors; and (vi) any related or associated improvements, fixtures, facilities, appliances, machinery and equipment (collectively, the "Interconnection Facilities"); provided, however, that: with the area of the Premises occupied by the array portion of the Solar Energy System and the area of the Premises from which trees are removed pursuant to Section 2.1.5 shall not exceed thirty-five (35) acres;

- 2.1.5 the non-exclusive right to remove, trim, prune, top or otherwise control the growth of, any grasses, tree, shrub, plant or other vegetation; dismantle, demolish, and remove any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or upon maturity or completion could intrude) into or over (including by shadow), obstruct, interfere with or impair the Solar Energy System or the use of the Premises by Lessee hereunder; provided, however, that: Lessee shall not remove trees from more than an aggregate total of four (4) acres of the Premises, and the area of the Premises occupied by the array portion of the Solar Energy System and the area of the Premises from which trees are removed pursuant to this Section 2.1.5 shall not exceed thirty-five (35) acres;
- 2.1.6 an exclusive easement and right to capture, use and convert the unobstructed solar resources over and across the Premises, which shall extend three hundred sixty degrees (360°) across the entire Premises, together extending vertically through all space located above the surface of the Premises, that is one hundred eighty degrees (180°) or such greater numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface of the ground and from each point along the exterior boundary of the Premises;
- 2.1.7 a non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from, and over, the Premises, at such locations as Lessor and Lessee shall mutually agree (with Lessor's consent not to be unreasonably withheld, conditioned, or delayed), for purposes related to or associated with the Solar Energy System and/or the Interconnection Facilities installed or to be installed on the Premises, or for promotional or marketing purposes, which, without limiting the generality of the foregoing, shall entitle Lessee to access, use, and improve any existing and future roads and access routes (a) from time to time located on or providing access to the Premises, (b) across any other property owned by Lessor and (c) across any access routes over which Lessor has the right to travel;
- 2.1.8 a right of access and use for storm water and surface water drainage purposes on, over, and under the Premises, as are first approved in writing by Lessor (such approval not being withheld, conditioned, delayed or denied), which right includes, without limitation, the right to drain into any storm water retention and/or detention facilities and the right to install and maintain improvements on the Premises as reasonably required for such stormwater or surface water drainage purposes;

Notwithstanding anything herein to the contrary, Lessee shall not install any improvement on or otherwise improve any area of the Premises pursuant to the rights granted to Lessee pursuant to this Section 2.1 unless Lessor first approves such improvement in writing. Without limitation, Lessor's approval of a Project

plan shall be an approval of all improvements reflected on such plan. The approval of Lessor required by this provision shall not be unreasonably withheld, conditioned, or delayed.

2.2 Lessor Land. Lessor hereby grants to Lessee for the Term the rights in and to the Lessor Land for the purpose of the Solar Energy System Operations, as described below:

2.2.1 *Access Easement.* Lessor hereby grants to Lessee for the Term a right of use, right of access, and easement (the "**Access Easement**") over, across, under, and on the Lessor Land for ingress, egress, utility interconnection (including staging, location, installation, operation, maintenance, repair, and removal of Interconnection Facilities), and access to and from the Solar Energy System (whether located on the Premises, on adjacent property, or elsewhere) by means of any existing roads, lanes, or driveways, or by such route or routes as are approved in writing by Lessor (such approval not being unreasonably withheld, conditioned, delayed or denied) as Lessee may seek to designate and construct from time to time. The Access Easement will include the right to improve existing roads and lanes, or to build new roads or driveways as are approved in writing by Lessor (such approval not being unreasonably withheld, conditioned, delayed or denied), and will run with the land of the Premises and the Lessor Land, and will inure to the benefit of, and be binding upon, Lessor and Lessee, as applicable, and their respective heirs, personal representatives, transferees, successors, and assigns, and all Persons claiming under them. The location and dimensions of the areas burdened by such Access Easement shall be designated by Lessee in its commercially reasonable discretion, and agreed to by Lessor, with such Lessor agreement not to be unreasonably withheld or delayed. Lessee shall not pave any roadway, accessway, driveway, or route of ingress or egress on the Premises, the use of pavement and other hardscape surfacing being specifically prohibited hereunder. Lessor shall have no responsibility to maintain any improvement installed by Lessee on the Premises pursuant the Access Easement.

2.2.2 *Interconnection Easement.* Lessor hereby grants Lessee an Interconnection Easement for Interconnection Facilities on, over and across the Lessor Land, on such portions of the Lessor Land as shall be designated by Lessee in its commercially reasonable discretion, and approved in writing by Lessor (such approval not being unreasonably withheld, conditioned, delayed or denied). Any such Interconnection Easement will include all of the rights and privileges for Interconnection Facilities as are set forth in this Lease. At the request of Lessee, Lessor will grant to the Regulated Utility by written instrument in recordable form reasonably acceptable in form and substance to the Regulated Utility, an Interconnection Easement and right-of-way over, above, and on the Lessor Land for purposes of locating, installing, operating, repairing, replacing, and removing Interconnection Facilities and any Regulated Utility-owned equipment, transmission, or distribution lines, conduits, culverts, and related equipment, consumables, or housing. Any Interconnection Easement in favor of Lessee will endure for the period co-extensive with the Term of this Lease, subject to earlier termination by Lessee by written notice to Lessor as set forth herein. Any Interconnection Easement in favor of the Regulated Utility will endure for the period required by the Regulated Utility, and may be perpetual. Any Interconnection Easement will run with the Lessor Land and inure to the benefit of and be binding upon Lessor, the Regulated Utility, and the Lessee and their respective transferees, successors, and assigns, and all Persons claiming under them. Lessee will have the right to assign its rights hereunder relating to the construction, operation, repair and/or maintenance of the Interconnection Facilities in favor of the Lessee to a third party that owns, operates and/or maintains electric transmission or distribution systems.

2.2.3 *Solar Easement.* Lessor hereby grants and conveys to Lessee an exclusive easement (the "**Solar Easement**") on, over and across the Solar Buffer Area (defined below) of the Lessor Land to enable the open and unobstructed access to the sun to the Solar Energy Facility and to ensure adequate exposure of the Solar Energy Facility to the sun. Pursuant to the Solar Easement, during the Term, Lessor shall not place or plant, or permit or suffer the

planting or placement of, any trees, buildings, or improvements (each, a "**Lessor Improvement**"): (a) on or in the area on the Lessor Land (the "**Solar Buffer Area**") that is fifty (50) feet in any direction from each point on the boundary of the Premises; and (b) on the Lessor Land if any point on the Lessor Improvement would be, either upon installation or construction or with lapse of time (as with a planting), closer to any point on the boundary of the Premises than a distance (the "**Solar Buffer Distance**") equal to three (3) times the expected height of such Lessor Improvement measured from the highest point on the Lessor Land adjacent to the site of the Lessor Improvement (without grading to accommodate the Lessor Improvement). The Solar Easement includes the non-exclusive right to remove, trim, prune, top or otherwise control the growth of, any tree, shrub, plant or other vegetation; and to dismantle, demolish, and remove any Lessor Improvement, within the Buffer Area or located less than the Solar Buffer Distance away from the Premises boundary to the extent such vegetation or Lessor Improvement intrudes (or upon maturity or completion could intrude) into or over (including by shadow), obstruct, interfere with or impair the Solar Energy System or the use of the Premises by Lessee hereunder.

- 2.2.4 *Stormwater Easement.* Lessor grants to Lessee, for the Term, a right of access and use for storm water and surface water drainage purposes on, over, and under the Lessor Land for the benefit of the Premises (the "**Stormwater Easement**"). The Stormwater Easement will include, without limitation, the right to drain into any storm water retention and/or detention facilities located on the Lessor Land. The Stormwater Easement will include, without limitation, the right to make improvements on the Premises and/or the Lessor Land as reasonably required for such stormwater or drainage purposes. The location and dimensions of the areas burdened by such Stormwater Easement shall be designated by Lessee in its commercially reasonable discretion, and approved in writing by Lessor (such approval not being unreasonably withheld, conditioned, delayed or denied).
- 2.2.5 *Construction Lay-Down Easement.* Lessor grants to Lessee a limited, exclusive right and easement ("**Construction Easement**;" the Access Easement, the Interconnection Easement, the Solar Easement, the Stormwater Easement, and the Construction Easement, each an "**Easement**") solely during the Construction Period and the period of 180 days thereafter and solely during the Removal Period on, over and across the area or areas on the Lessor Land adjacent to the Premises designated by the Lessee, and approved in writing by Lessor (such approval not being unreasonably withheld, conditioned, delayed or denied), for the purpose of lay-down area(s), including for the placement, location, and maintenance of equipment and materials in support of the construction of the Solar Energy System and the conduct of the Operations on the Premises, and the removal of the Solar Energy System from, and restoration of, the Premises.
- 2.2.6 *Lessor Improvements.* If Lessor is required pursuant to any Legal Requirements to install any Lessor Improvements (I) on the Premises, in the Solar Buffer Area, or fewer than the Solar Buffer Distance away from the Premises that will adversely affect insolation or the electrical output of the Solar Energy System, the Operation of the Solar Energy System, or the use of the Premises and the areas covered by the Solar Easement, or (II) on the Premises or on the Lessor Land that will adversely affect the Operation of the Solar Energy System, or the use of the Premises and the areas covered by the any Easement, other than the Solar Easement, then, to the extent that, despite the exercise of commercially reasonable efforts, Lessee cannot avoid the adverse impact of the Lessor Improvement, the Lessor shall: (a) if Lessor or its affiliate then is party to the NMCPA, agree to such amendments to the NMCPA as are equitable to reflect lost Lessee revenues or costs incurred due to such Lessor Improvements; or (b) if Lessor or its affiliate is not then party to the NMCPA, reasonably compensate Lessee for lost revenues and costs incurred by Lessee due to such improvements.

- 2.2.7 *Due Diligence Rights.* Subject to **Section 3.3**, Lessor grants to Lessee a non-exclusive right and license to conduct Feasibility Studies on the Lessor Land throughout the Term as necessary or appropriate in Lessee's discretion in connection with the installation, removal, repair, or replacement of the Solar Energy System and the Operations.
- 2.2.8 *Revision of Exhibit A to Lease and Memorandum of Lease to Reflect Easements.* Upon mutual agreement by the Parties as to the location and dimensions of the areas burdened by the Easements, as provided above, and upon request of either Party, Lessor and Lessee will execute an amendment to this Lease (and if applicable, the Memorandum of Lease) to revise **Exhibit A** to reflect the areas burdened by the Easements.

Notwithstanding anything herein to the contrary, Lessee shall not install any improvement on or otherwise improve any area of the Premises pursuant to the rights granted to Lessee pursuant to this **Section 2.2** unless Lessor first approves such improvement in writing. Without limitation, Lessor's approval of a Project plan shall be an approval of all improvements, including rights-of-way, access-ways, laydown areas, and similar, reflected on such plan. The approval of Lessor required by this provision shall not be unreasonably withheld, conditioned, or delayed.

2.3 *Removal Period.* Notwithstanding the provisions of **Sections 2.1** and **2.2**, the Lessee shall use and occupy the Property during the Removal Period solely to conduct those Solar Energy System Operations as are necessary or appropriate in Lessee's reasonable discretion to investigate, initiate, and complete the Restoration.

2.4 *As-Is.* Subject to Lessor's express obligations under this Lease, including pursuant to **Section 5.11**, (a) Lessor makes no representations or warranties regarding the condition of the Property or the suitability of the Property for any particular use, including, but not limited to, the Project; and (b) Lessee acknowledges that: (1) the Property shall be leased as-is, where-is, with all faults, (2) Lessor has made no warranty, representation, covenant, or agreement with respect to the merchantability or fitness for any particular purpose of the Property, and (3) no representations as to the repair of the Property, nor promises to alter, remodel or improve the Property have been made by Lessor. Lessee shall rely solely upon Lessee's own knowledge of the Property based on its investigation of same and its own inspection of the Property in determining the Property's physical condition and the condition of the Property. The provisions of this **Section 2.4** shall survive the termination of the Lease.

2.5 *Governmental Authority Approvals.* Lessee shall prepare all material documents that will be submitted to for Governmental Authority Approval for Lessor's review and comment. Lessor shall have a review period of not more than three (3) Business Days from the date of receipt by Lessee of the relevant documents. Lessor may, during such review period, provide notice to Lessee of any errors and/or comments to such documents. Lessee shall undertake to correct any errors and/or comments in the documents and resubmit the documents for Lessor's review. The period for Lessee's resubmittal and Lessor's review shall not exceed ten (10) Business Days, at which time Lessee may submit to the relevant Governmental Authority the documentation for the applicable Approval.

3. **Term.**

3.1 **Generally.**

(a) *Termination Date.* The term of this Lease (the "**Term**") begins on the Effective Date and terminates on the Termination Date. The "**Termination Date**" means the earliest of: (i) if this Lease is terminated as provided herein prior to the Commercial Operation Date, the date of such termination; (ii) if this Lease is terminated on or after the Commercial Operation Date, the last day of the Removal Period; or (iii) the date the Project is acquired by the Lessor or any Affiliate of the Lessor, including pursuant to the NMCPA.

(b) *Effect of NMCPA Termination.* Notwithstanding anything in this Lease to the contrary, including but not limited to Section 3.2, this Lease shall terminate automatically on the effective date of the expiration or earlier termination of the NMCPA.

(c) *Termination by Lessor.* In addition to any other right of Lessor to terminate this Lease as provided in this Lease, upon delivery of a written termination notice to Lessee, Lessor shall have the right to terminate this Lease if: (i) the footprint of the solar array portions of the Solar Energy Facilities exceeds thirty-five (35) acres; or (ii) the Lessee clears more than four (4) acres of trees from the Premises.

(d) *Termination by Lessee.* In addition to any other right of Lessee to terminate this Lease as provided in this Lease, Lessee shall have the right to terminate this Lease sixty (60) days after delivery of a written termination notice to Lessor, provided that Lessee's obligations with respect to indemnity, and such covenants that expressly survive or should reasonably be expected to survive an early termination by Lessee, including removal of the Solar Energy System, shall continue unaffected by such Lessee termination until satisfied.

3.2 Extension Terms. Subject to the coterminous nature of this Lease and the NMCPA, and subject further to Lessor's right to otherwise terminate this Lease as provided for herein, Lessee may extend the term of this Lease by up to two (2) additional Extension Terms, by giving Lessor written notice of such extension (each, an "**Extension Option Notice**") no later than one hundred eighty (180) days prior to expiration of the then-current Initial Term or Extension Term. The terms and conditions set forth in this Lease shall continue and remain in effect during each Extension Term. Notwithstanding the foregoing, in no event shall the term of this Lease be longer than the longest period permitted by applicable Legal Requirement. Although the giving of an Extension Option Notice shall by itself (without the requirement of any other writing) conclusively cause the applicable extended Lease term to become effective on the specified commencement date, if Lessee so requests, the Parties shall promptly execute and Lessee shall be entitled to record a memorandum evidencing such extension, which memorandum shall be reasonably satisfactory in form and substance to Lessee and Lessor, but which shall not alter the terms and conditions of this Lease unless the Parties agree to do so.

3.3 Feasibility Period.

(a) At all times from and after the Effective Date Lessee, its employees, agents and contractors shall have access to the Property to perform all engineering, environmental, geotechnical, and other tests, inspections, investigations, surveys and assessments necessary to determine the feasibility of Lessee's planned use of the Property. Such activities may include but are not limited to boundary and topographic surveys, wetlands surveys and determinations, geotechnical soil borings and analyses, Phase I and II environmental assessments (including but not limited to testing of soil, sediments, fill material, groundwater, and surface water), and such other necessary physical tests and inspections of the Property (the "**Feasibility Studies**"). At any time prior to the end of the Feasibility Period, Lessee may, for any reason in its sole discretion, terminate Initial Term upon written notice to Lessor. Lessee shall provide Lessor with copies of all results with respect to the Feasibility Studies that are received by Lessee.

(b) Lessee shall be responsible for all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of Lessee's conduct of the Feasibility Studies on, in or about the Property, and shall indemnify, defend and hold Lessor harmless from and against any and all claims, costs, expenses and damages to persons and/or property arising therefrom. Lessee shall promptly pay all contractors providing services to Lessee on the Property in order to prevent the filing of mechanic's liens thereon. In the event of the filing of any such lien, Lessee shall have such lien removed within thirty (30) days of receipt of notice of the filing of same, provided that nothing herein shall prohibit Lessee from challenging the imposition or validity of such liens; provided, that (i) Lessee shall diligently contest such lien in appropriate proceedings, and (ii) any such lien shall be released and removed prior to the foreclosure thereof, including by posting a surety.

4. Payments to Lessor.

4.1 Annual Operating Payments. Commencing on the Commercial Operation Date, Lessee shall make Annual Operating Payments to Lessor. Annual Operating Payments shall be paid in advance on or before January 1st of each Calendar Year subsequent to the Commercial Operation Date.

4.2 Operations. This Lease shall not be construed as imposing upon Lessee any obligation to generate any particular quantity of electricity or derive any particular amount of receipts therefrom at any time.

4.3 Disclaimer. It is understood by Lessor that any estimates, projections or other data regarding the megawatt capacity of a proposed Solar Energy System that include the Property are not and shall not be deemed to be or include any representations or warranties of Lessee, its successors or assigns (including any representation that the Solar Energy System or any part thereof will be constructed), and Lessor acknowledges that Lessor is not relying on any such estimates, projections or other data.

4.4 Credits. Subject to the provisions of the NMCPA, Lessee shall be exclusively entitled to apply for, collect, receive, and obtain the benefit of all credits, set-offs, payments or other consideration arising out of the electrical energy generated by the Solar Energy System and the sale, transportation and distribution of such energy including, without limitation, (i) federal, state and local production tax credits, governmental subsidies, production incentive payments and other renewable energy credits, (ii) green pricing programs, green tags, renewable energy credit trading programs, or proceeds received from the sale of environmental attributes (e.g., renewable energy or carbon credits) and (iii) environmental air quality credits, emission credits, greenhouse gas reduction credits, environmental set-offs and similar benefits (collectively "**Credits**"). Lessor shall reasonably assist Lessee in applying for and receiving such Credits.

4.5 IRS Form W-9. Within fifteen (15) days after the Effective Date, Lessor shall deliver to Lessee a fully completed and executed Form W-9 (Request for Taxpayer Identification Number and Certification) (the "**Form W-9**"); provided, further, that Lessor shall deliver to Lessee fully completed and executed updates to the Form W-9 as may be reasonably requested by Lessee within fifteen (15) days following any such request (including, without limitation, in order for Lessee to process Lessor's change of address).

5. Use of the Property.

5.1 Lessee's Rights to Upgrade Facilities. The Parties agree that solar energy technologies are improving at a rapid rate and that it is probable that Lessee may (although Lessee shall not be required to) replace from time to time existing Solar Energy Facilities on the Property with newer model or design Solar Energy Facilities which have increased energy capture and efficiency, provided that the System continues to be one of a "ground-mounted" nature.

5.2 Lessee's Rights to Use Property.

(a) Title to Lessee Improvements. Lessee shall retain title to all buildings, improvements and equipment that comprise the Solar Energy System, and the Interconnection Facilities, and shall have the right to remove any or all of them from the Property at any time.

(b) Location of Lessee Improvements and Easement Areas. Subject to **Section 2.2**, Lessee shall have the right to select the location for the Solar Energy Facilities, the Interconnection Facilities, service roads, and associated Solar Energy System buildings and equipment on the Premises; provided, however, Lessee shall, upon Lessor's specific request, consult with Lessor and incorporate any requests made by Lessor into the planning and location of facilities, but Lessee shall not be obligated to incorporate Lessor's requests into Lessee's development plans if incorporating such requests would

unreasonably and materially burden the development, maintenance or operation of the Solar Energy System.

(c) Maintenance of Access Easement Area. During the Term, Lessee shall be responsible for maintenance of entrance roads, driveways, and other Lessee improvements (collectively, "**Access Improvements**") located within the Access Easement area. To the extent the Lessee is not the sole user of any Access Improvements, for example, because Lessor has conveyed occupancy of areas of the Lessor Land to a third party that requires the use of any Access Improvements, Lessee shall be entitled to proportionate reimbursement for the Lessee's documented costs to maintain any shared Access Improvements.

5.3 Ingress and Egress. This Lease includes the right of ingress to and egress from the Solar Energy System over, under, and along the Property by means of any existing roads and lanes thereon, and by such other route or routes as Lessee may construct on the Property from time to time (in conformance with Section 2.2), for the benefit of and for purposes incidental to Operations on the Property and to the Improvements that are developed, constructed and/or operated on the Property, as a single integrated Solar Energy System to generate and deliver electrical power to purchasers of such power, and for the benefit of and for purposes incidental to Operations, activities and projects on lands other than the Property.

5.4 No Pollution of Reservoir. To the extent required pursuant to applicable, Rhode Island law, if any occupation or manner of use by Lessee of the Property or any improvements thereon causes or, in the reasonable opinion of the Lessor or of the Providence Water Supply Board, will cause the reservoir adjacent to the Property that serves the City of Providence to be polluted, Lessor may terminate this Lease effective thirty days after delivering a written termination notice to Lessee, unless, within such thirty-day period, Lessee discontinues such manner of use or occupation of the Property and remediates or commences remediation of any such pollution.

5.5 Exclusive Use. Lessee shall have the sole and exclusive right to convert all of the solar resources of and to conduct Operations on the Property, which right shall extend horizontally three hundred sixty degrees (360°) from each point within the Premises and vertically through all space above the surface of the Premises, and over the area on the Lessor Land within 200 feet of the boundary of the Premises. Lessor shall not grant any rights in the Property purporting to permit others to conduct Operations on the Property in derogation of Lessee's sole and exclusive right to conduct Operations on the Property. Without the prior written consent of Lessee, Lessor shall not (i) waive any right available to Lessor or grant any right or privilege subject to the consent of Lessor under any contract or any Legal Requirement, including, without limitation, any environmental regulation, land use ordinance or zoning regulation, with respect to setback requirements, noise limitations or other restrictions and conditions respecting the placement of Solar Energy Facilities and other equipment ancillary to Solar Energy System Operations on the Property or (ii) grant any right to any other person to conduct Operations on the Property. Lessor agrees to give Lessee notice of any claims made by any other person to conduct Operations on the Property or proceeding with respect to such claims and to cooperate with Lessee in resisting and disputing such claims.

5.6 Security; Lessor's Access. All security measures reasonably necessary given the size, type and location of Solar Energy Facilities at the Premises, including, if reasonably necessary, warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage or destruction of the Solar Energy Facilities and other Improvements or injury or damage to persons or property on the Property, shall be the responsibility of Lessee, at Lessee's expense. Other than in the case of an emergency (as determined by Lessor in Lessor's sole but reasonable discretion) which shall not require advance notice to Lessee, Lessor may obtain access to the Premises for the purpose of inspection of activities thereon at any reasonable time upon 24 hours prior notice to Lessee, provided that such access shall not unreasonably interfere with Lessee's Project(s) or Operations. Lessee shall have the right to have a representative of Lessee accompany Lessor at all times while on the Premises, and Lessor shall abide by any and all reasonable safety precautions.

5.7 Removal and Restoration. So long as the Commercial Operation Date has occurred, then, no later than ninety (90) days prior to the expiration of the Initial Term or any Extension Term, Lessee shall present a decommissioning plan for the Solar Energy System. The decommissioning plan shall include the removal of all physical material related to the Solar Energy System and restoration of the surface of the land to substantially the same condition it was in at the Effective Date (reasonable wear and tear, condemnation, and acts of God excepted), including returning the land to the same grade as of the Effective Date (reasonable wear and tear, condemnation, and acts of God excepted) (all hereinafter referred to as "**Restoration**"). The Restoration shall be at Lessee's expense and shall be completed by the last day of the Removal Period. Lessee shall continue to have rights of access to the Property for the Removal Period to complete the Restoration in accordance with the decommissioning plan. In the event Lessee fails to complete the Restoration by the last day of the Removal Period, Lessor may complete such Restoration on Lessee's behalf, and the costs incurred by Lessor shall be reimbursed by Lessee. Any equipment, materials, or other property of Lessee, its contractors, agents, employees and representatives, left on or about the Property following the termination or expiration of the Term (including any Removal Period) will be conclusively presumed to have been abandoned by Lessee and may be disposed of in any manner by Lessor in Lessor's sole discretion, but the costs of such disposal, net of any value received by Lessor or its agents (including scrap or salvage value, shall be borne by Lessee.

5.8 Compliance with Legal Requirements. Lessee shall obtain all Approvals for its use of the Property, and shall at all times comply in all material respects with all Legal Requirements with respect to its use of the Property.

5.9 Other Existing Uses. Lessor agrees to provide Lessee with current information concerning the status and location of all other land uses occurring on the Property (including, without limitation, agricultural use, industrial use and oil and gas exploration and production activities). Any new leases or renewals and or extensions of existing leases, options to lease, seismic operations, or any other agreement made by Lessor with a third party regarding the Property (including any of the foregoing related to water, oil, gas or other minerals) shall contain language that states that such third party shall not unreasonably disturb, interfere with, preclude, or destroy Lessee's rights hereunder.

5.10 Lessee Rights to Project. Pursuant to the terms of this Lease, and without limiting the terms or conditions of any other agreement or arrangement between Lessor and Lessee, the Project constructed, installed or placed on the Property by Lessee pursuant to this Lease will be and remain the sole property of Lessee, and Lessor will have no ownership or other interest in the Project, including in any Interconnection Facilities, on the Premises or on any Lessor Land. The Project is and will remain personal property of the Lessee, notwithstanding any present or future common ownership of the Project and the Premises and or the ownership of certain Interconnection Facilities by the Lessor.

5.11 Lessor Obligations as to the Property and the Project.

(a) Lessor will provide commercially reasonable cooperation to Lessee in connection with Lessee's efforts to secure all Approvals with respect to the Project or the Property, and Lessee's use thereof as contemplated hereby. Lessor acknowledges that the ability of Lessee to use the Property is contingent upon obtaining all Approvals with respect to the use of the Property permitted by this Lease ("**Permitted Uses**") to the satisfaction of Lessee in its sole discretion. Lessor will also cooperate with Lessee to obtain and maintain during the Term any Approvals, or other permits or approvals needed for the Project. If deemed necessary by Lessee, Lessor agrees to sign such documents and applications as are reasonably required for obtaining and maintaining throughout the Term, any Approvals with respect to the Permitted Use.

(b) Lessor will cooperate with Lessee to obtain non-disturbance and subordination agreements, or such other necessary agreements, from any person with any lien, encumbrance, mortgage, deed of trust, lease or other exception to Lessor's fee title to the Property created by, through, or under Lessor, to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Lease. Lessor will also provide Lessee with such further assurances and will execute or will use good faith and reasonable efforts to procure from third-party beneficiaries of

such encumbrances and other liens any estoppel certificates, consents to assignments, non-disturbance and subordination agreements, or additional documents that may be reasonably necessary for recording purposes or reasonably requested by Lessee or any of its Lenders.

(c) Lessor has not and has not permitted any other person to have used, stored, disposed of, or released on the Property and from and after the Effective Date, Lessor will not use, store, dispose of or release on the Property or cause or permit to exist or be used, stored, disposed of or released on the Property as a result of Lessor's operations, any Hazardous Materials, except in such quantities as may be required in the operations Lessor is permitted to conduct on the Property and only if such use is in compliance with all Legal Requirements. Lessor represents and warrants to Lessee that, as of the date hereof, (i) to the actual knowledge of Lessor and excluding any matters set forth in the Previous Environmental Reports, there is no Hazardous Material on, in or under the Property in violation of any Legal Requirements; (ii) the Lessor possesses and is in compliance with all environmental Approvals applicable to Lessor's use of the Property as of the Effective Date; (iii) to the actual knowledge of Lessor, there are no outstanding claims or disputes concerning the Property or any Approvals relating to the Property; (iv) and to the actual knowledge of Lessor, there are no covenants, conditions, restrictions, encumbrances, or other private restrictions encumbering the Property which in any way limit or otherwise restrict the Permitted Uses of the Property.

(d) Lessee will provide written notice to Lessor during the Feasibility Period if any Approval for the Project or for Lessee's use of the Property, as contemplated by this Lease, requires or is substantially likely to require Site Work. Lessor shall have the right to intervene in any Approval proceeding to endeavor to limit or remove any requirement that Site Work must be performed so long as such intervention does not result in unreasonable delay or extension of such proceedings and so long as the granting of any Lessor request to limit or eliminate any Site Work does not directly or indirectly increase the costs or other liabilities of Lessee with respect to the underlying approval.

(e) Except as otherwise expressly provided by this Lease or the NMCPA, Lessor shall remain responsible for the performance of all obligations on the Lessor Land and any land within the Premises outside of the area on which the Improvements are installed that Lessor incurred prior to the occupation of the Premises by Lessee and upon which the use of the Premises by Lessee relies. In no case, except as otherwise expressly provided by this Lease or the NMCPA, shall Lessee be responsible for the performance of any obligations related thereto. If for any reason caused solely by Lessor's action or failure to act, Lessee is prevented from reasonable access to or use of the Property for the purposes set forth in this Lease, Lessor shall take all necessary and reasonable steps to remove any such impediment to access or use, and, if required by Lessee and as applicable, Lessor shall promptly provide an alternate means of access to the Leased Premises that is reasonably acceptable to Lessee. If Lessor fails to timely comply with Lessor's obligations pursuant to the previous sentence, Lessee shall have the right but not the obligation to take all the necessary and reasonable steps to remove any impediments to access or use, at Lessor's sole cost and expense. In no case shall Lessee be responsible for the performance of any obligations related thereto.

6. Representations and Warranties.

6.1 Authority and Execution. Each person executing this Lease on behalf of Lessor represents and warrants that such person is duly and validly authorized to do so and that Lessor has the full right and authority to enter into this Lease, perform all of its obligations hereunder and grant the interests herein granted. Each person executing this Lease on behalf of Lessee represents and warrants that such person is duly and validly authorized to do so and that Lessee has the full right and authority to enter into this Lease, and to perform all of its obligations hereunder.

6.2 Covenants of Title. Without limiting the obligations set forth in Section 7, Lessor represents and warrants to Lessee that Lessor is the sole owner the Property in fee simple, including the subsurface estate thereof, subject to no liens or encumbrances except those recorded in the public records prior to the date hereof, and those matters disclosed in writing to Lessee prior to the execution of this Lease and listed on Exhibit B attached hereto and incorporated herein by this reference. Lessor shall assist and

cooperate fully with Lessee with all reasonable efforts by Lessee to cure, correct or otherwise remove or mitigate defects, liens, encumbrances or other matters that adversely affect the title to the Property that Lessee has notified Lessor in writing of prior to expiration of the Feasibility Period and which were not on record or otherwise identified by Lessor on Exhibit B hereto. Lessee may obtain a current preliminary title report for the Property at Lessee's expense showing all liens and other exceptions to title to the Property. At the request of Lessee made to Lessor in writing prior to expiration of the Feasibility Period, Lessor shall obtain executed and acknowledged instruments and such other documents as the title company or Lessee may reasonably require to confirm Lessor's ownership of the Property or to complete or evidence the full granting of the leasehold interest in the Property as intended by this Lease. At the request of Lessee made to Lessor in writing prior to expiration of the Feasibility Period, Lessor shall cooperate with Lessee to obtain a subordination agreement from a party holding a valid and enforceable lien on the Property which provides on terms reasonably acceptable to Lessee that the lien and rights of the lienholder shall be subordinate to this Lease. At the request of Lessee made to Lessor in writing prior to expiration of the Feasibility Period, Lessor will also make reasonable efforts to obtain any necessary consent and/or subordination agreement in favor of Lessee and on terms reasonably acceptable to Lessee from any and all entities having a possessory interest in the Property.

6.3 Recording. Neither Lessor nor Lessee shall record this Lease. Lessee may record a memorandum of this Lease in the form attached hereto as Exhibit C (the "Memorandum of Lease") in the applicable public land records for the jurisdiction where the Property is located. Simultaneously with the execution of this Lease, the Parties shall execute (in the presence of a notary) the Memorandum of Lease. In the event Lessee elects to record the Memorandum of Lease, Lessee shall cause the Memorandum of Lease to be recorded in the applicable public land records for the jurisdiction where the Property is located at Lessee's expense. If the Memorandum of Lease has been recorded, then following the expiration of or earlier termination of this Lease, Lessee shall cause to be recorded a termination or release of the Memorandum of Lease in the official records of the County in which the Property is located at Lessee's expense.

6.4 Hazardous or Toxic Substances or Materials.

(a) It is Lessee's responsibility to complete its Feasibility Studies prior to the expiration of the Feasibility Period. If Lessee's Feasibility Studies reveals the presence of Hazardous Materials (defined below) which would require remediation under applicable Environmental Laws (defined below), including those of the United States Environmental Protection Agency ("USEPA") or the Environmental Laws of the State of Rhode Island, Lessee shall provide immediate notice thereof to Lessor, and Lessor shall have sole and exclusive responsibility to provide any notification to any federal, state or local governmental agency, if notification is required by Environmental Laws. As Lessee's sole and exclusive remedy for the presence of Hazardous Materials on the Property, and upon tender and assignment of Lessee's Feasibility Studies, and all engineering, testing and supporting data, and execution of a full and complete release of Lessor and its affiliated or related companies for any claims arising under or associated with this Lease, Lessee shall have the right to unilaterally terminate this Lease during the Feasibility Period. At the same time, Lessee shall abandon any legal or equitable rights in the Property to Lessor and return to Lessor any title evidence, surveys or other similar documents received from Lessor, whereupon all rights and liabilities of the parties hereunder or in any way associated with the potential lease of the Property shall cease, except for the provisions which expressly survive termination of this Lease. If on the other hand, (A) Lessee does not undertake any Feasibility Studies, (B) a Feasibility Study is undertaken and the report reveals no Hazardous Materials above applicable federal or state cleanup standards, or (C) Lessee chooses not to terminate this Lease in accordance with the above provisions, then this Lease shall remain in full force or effect. "Hazardous Materials" is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any Legal Requirement relating to the protection of the environment, safety and health, or to any Hazardous Materials, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and all laws pertaining to reporting, licensing, permitting, investigation or remediation of releases or threatened releases of Hazardous Materials as well as their counterpart state authorities, whether in effect as of the Effective Date or subsequent thereto.

(b) Lessee covenants and agrees that it shall not (i) use, store, dispose of or release on the Property or (ii) cause or permit to exist or be used, stored, disposed of or released on the Property as a result of Lessee's Operations, any Hazardous Materials, except in such quantities as may be required in its normal business Operations and only if such use is not harmful to Lessor or Lessor's employees or the Property and is in full compliance with all applicable Legal Requirements. Should any claim or action be brought or alleged against Lessee in connection with its Operations with respect to any of the foregoing, Lessee shall immediately notify Lessor and shall indemnify the Lessor Parties from all Claims resulting or associated therefrom. Lessee shall indemnify and hold Lessor harmless from and against any and all liability to the extent caused by (i) any violation of any Environmental Laws relating to the use of the Property by Lessee or any party acting by or under Lessee or (ii) any release of Hazardous Materials caused by Lessee or anyone acting by or under Lessee.

(c) As used herein, "**Environmental Laws**" means: All federal, state and local laws, statutes, regulations, ordinances, applicable agency guidance, administrative and judicial determinations relating to the protection of the environment, safety and health, or to any Hazardous Materials, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and all laws pertaining to reporting, licensing, permitting, investigation or remediation of releases or threatened releases of Hazardous Materials as well as their counterpart state authorities, whether in effect as of the Effective Date or subsequent thereto.

6.5 No Litigation. To its actual knowledge, Lessor is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Lessor: (i) challenging the validity or propriety of this Lease, and/or the transactions contemplated in this Lease; or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

6.6 No Interference. Lessor's activities and any grant of rights Lessor makes to any person or entity, shall not, currently or prospectively, materially disturb or interfere with: the construction, installation, maintenance, or operation of the Solar Energy Facilities located on the Property; access over the Property to such Solar Energy Facilities; the Solar Energy System Operations; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Lessor shall not erect any structures, plants or other equipment, or enter into any third party agreements or amend or extend any existing agreements or undertake any other activities (a "**Lessor Action**") that: (i) interfere with Lessee's right to install Solar Energy Facilities on any portion of the Property, (ii) potentially cast a shadow onto the Solar Energy Facilities on the Property, (iii) cause a decrease in the output or efficiency of any Solar Energy Facilities on the Property, (iv) interrupt the flux of solar energy upon, across and over any portion of the Property used or to be used by the Solar Energy Facilities, or (v) otherwise interfere with Lessee's operations on the Property (each, an "**Interference**"). Prior to undertaking a Lessor Action that may cause an Interference, Lessor shall consult with Lessee to confirm that such Lessor Action will not cause any Interference. If Lessee reasonably determines the Lessor Action could cause an Interference, then Lessor shall not be permitted to undertake such Lessor Action. Lessor shall not disturb or permit the disturbance of the subsurface of the Property such that may impact in any way the structural integrity or the operations and maintenance of the Solar Energy Facilities.

6.7 Other Liens. Except as may be disclosed in the real property records of the County, or as disclosed by Lessor in writing to Lessee on or prior to the Effective Date, Lessor represents to Lessor's knowledge, there are no severed mineral interests (including oil, gas and/or other mineral interests), easements, licenses, rights of way, mortgages, deeds of trust, liens, security interests, mechanic's liens or any other encumbrances encumbering all or any portion of the Property that could interfere with Lessee's operations on the Property, including mechanic's liens. If such Lessor representation and warranty is breached and such breach is not caused by Lessee, then Lessor shall fully cooperate and assist Lessee in removing or limiting such interference, including, but not limited to, obtaining a subordination and non-disturbance agreement, surface use agreement or accommodation agreement where Lessee deems it necessary, with terms and conditions reasonably requested by Lessee to protect

its rights hereunder, from each party that holds such rights (recorded or unrecorded), and in the case of monetary liens such as mechanic's liens, bonding over any such liens in an amount that may be reasonably requested by Lessee.

7. Further Assurances; Cooperation.

7.1 Lessor shall fully support and cooperate with Lessee, at no out of pocket cost to Lessor, in connection with the conduct of Lessee's Operations and the exercise of Lessee's rights under this Lease (including, without limitation, with Lessee's efforts to (a) obtain from any governmental authority or any other person or entity any environmental impact review, permit (including, without limitation, building permits, development permits, construction permits, subdivision and platting permits), entitlement, approval, authorization or other rights or (b) sell any portion of the Solar Energy System, assign or otherwise transfer all or any part of or interest under this Lease (as and to the extent permitted hereunder) or obtain any financing), and Lessor shall perform all such acts (including executing and delivering maps, instruments and documents within thirty (30) days after receipt of a written request made from time to time by Lessee) as Lessee may reasonably specify to fully effectuate each and all of the purposes and intent of this Lease. Without limiting the generality of the foregoing, within thirty (30) days after receipt of a written request made from time to time by Lessee, Lessor shall, at no cost to Lessor: (i) enter into any reasonable amendment hereto to correct an error in this Lease or to amend the legal description attached hereto, including replacing said legal description with a revised description prepared or provided by Lessee's surveyor or title company; (ii) execute and deliver to Lessee any owner's affidavit reasonably requested by any title company or attorney reviewing title to the Property; (iii) enter into any reasonable consent and subordination and nondisturbance agreement with any Lender, as defined in Section 14.1, stating that Lessor shall recognize the rights of the Lender and not disturb the Lender's possession of the Property so long as the Lender is not in default under this Lease, and stating such other things as such Lender may reasonably request; (iv) join with Lessee in the signing of any protest, petition, appeal or pleading that Lessee may deem advisable to file or in requesting any and all zoning changes or any waivers, variances, land use permits and/or approvals, in each case as Lessee may deem necessary or desirable for Lessee's development and use of the Property as contemplated by this Lease; and (v) if because of the nature of this Lease Lessee is unable to qualify for any tax credit or similar benefit associated with the Solar Energy System or in connection with Lessee's Operations, amend this Lease to assist Lessee in receiving such credits and benefits (but only if such amendment does not adversely affect Lessor). Without limiting the generality of the foregoing, Lessor shall not oppose, in any way, whether directly or indirectly, any application by Lessee for any permit, approval or entitlement at any administrative, judicial, legislative or other level.

7.2 Lessor hereby authorizes Lessee, or Lessee's successors and assigns, to act as Lessor's agent and on Lessor's behalf in applying to (including for any necessary consents) any public agency for land use entitlements or permits necessary for the construction, operation and maintenance of solar energy producing facilities on the Property in conformance with the system size and scope contemplated in the NMCPA, including, but not limited to, general plan amendments, specific plans, zone changes, tentative and final maps, conditional use permits, variances, rights of way, or any kind of environmental permit, as well as grading permits, foundation permits, building permits, storm water drainage permits, driveway entrance permits or similar construction permits. Furthermore, Lessor hereby agrees to cooperate with Lessee and Lessee's successors and assigns in connection with Lessee's and Lessee's successors and assigns applications as specified herein and in furtherance of the Project.

7.3 To the extent allowed by all applicable Legal Requirements, ordinances, codes, and regulations, Lessor further consents to a zero (0) set back requirement for Solar Energy Facilities installed on the Property in connection with the development of a Solar Energy System on the Property by Lessee or Lessee's successor(s) or assignee(s).

7.4 Lessor further authorizes the Town of Johnston, RI, and the Town's agents, consultants and employees to enter the Property for the purpose of making inspections necessary or convenient to the issuance of land use entitlements or permits for the construction, operation, and maintenance of solar energy producing facilities on the Property. The rights and agreements set forth in this paragraph shall automatically expire upon the expiration or sooner termination of this Lease.

8. **Requirements of Governmental Agencies.** Lessee shall comply with all valid Legal Requirements applicable to the Solar Energy System, but shall have the right, in Lessee's sole discretion and at Lessee's sole expense, in Lessee's name, to contest the validity or applicability of any law, ordinance, order, rule or regulation of any Governmental Agency or entity. Lessee shall control any such contest and Lessor shall cooperate with Lessee in every reasonable way in such contest, at no out-of-pocket expense to Lessor.

9. **Liens.** Lessor and Lessee shall keep the other's interest in the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished in connection with Lessor's or Lessee's (as applicable) use of the Property, subject to Lessor's and Lessee's (as applicable) right to contest such liens and claims. If Lessor or Lessee (as applicable) wishes to contest any such liens or claims, such Party shall, within sixty (60) days after it receives notice thereof, provide a bond or other security as the other Party may reasonably request, or remove any such liens from the Property pursuant to applicable Legal Requirement.

10. **Confidentiality.** Notwithstanding any provision herein to the contrary, the parties acknowledge and agree that Lessor is subject to Rhode Island General Laws §§38-2-1, *et seq.*, known as the "Access to Public Records Act" and that this Lease and all related documents are considered public records as defined therein. Any specific information that Lessee deems to be confidential must be clearly identified and marked as such by Lessee. If a request is made to view such confidential information, the Lessor will notify Lessee of such request and the date that records relating to such confidential information will be released to the requester unless Lessee obtains a court order enjoining such disclosure. If Lessee fails to obtain that court order enjoining disclosure, Lessor will release the requested information on the date specified. Such release of any such confidential information shall be deemed to be made with Lessee's consent and will not be deemed to be a violation of law or this Lease.

11. **Indemnity.**

11.1 **Indemnity by Lessee.** Lessee shall defend, indemnify, protect and hold harmless Lessor, and Lessor's affiliates, agents, partners, directors, members, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Lessor (each, including Lessor, a "**Lessor Party**" and collectively, including Lessor, the "**Lessor Parties**") from and against all claims, demands, liabilities, losses, damages, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "**Claims**") suffered or incurred by any of the Lessor Parties as a result of or arising out of: (a) any acts, omissions, negligence or default of Lessee, Lessee's affiliates, agents, partners, directors, members, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Lessee (each, including Lessee, a "**Lessee Party**" and collectively, including Lessee, the "**Lessee Parties**") in connection with Lessee Parties' uses of or operations on the Property, except to the extent any such Claim is caused by the negligence or willful misconduct of a Lessor Party; or (b) a breach of this Lease by Lessee that remains uncured after any applicable notice and cure period..

11.2 **Indemnity by Lessor.** Subject to the provisions and limitations of applicable Legal Requirements, Lessor shall defend, indemnify, protect and hold harmless the Lessee Parties from and against any and all Claims suffered or incurred by any of the Lessee Parties as a result of or arising out of: (a) the willful misconduct or gross negligence of any of the Lessor Parties in connection with Lessor Parties' uses of or operations on the Property.

12. **Lessee's Insurance.** At all times during which Lessee is conducting any activities on the Property, and at all times during the Term, Lessee shall, at its own cost and expense, obtain and maintain in effect insurance in compliance with the requirements set forth in the NMCPA. Lessee shall upon reasonable written request from Lessor provide to Lessor a certificate evidencing such coverage.

13. **Successors and Assigns; Lessor's Transfer Rights.**

13.1 This Lease shall inure to the benefit of, and be binding upon, Lessor and Lessee, and their respective heirs, successors and assigns. Lessor may sell, mortgage, lease or transfer the

Property to others. However, any such sale, mortgage, lease or transfer by Lessor shall be subject to this Lease and any modifications or amendments thereof granted to Lessee prior to or after such sale, mortgage, lease or transfer. Further, any transfer of any portion of the surface rights (or surface acres) of the Property shall automatically transfer with it the right to receive payments under this Lease in direct proportion to the fraction of the surface rights (or surface acres) to the Property that have been transferred, said proportional payments being without regard to the presence or lack of Solar Energy Facilities on the transferred parcel of the Property. Lessor shall be obligated to inform any heirs, successors, transferees and assigns (of all or any portion of its interest in the Property) of the existence of this Lease.

13.2 Lessee may freely sell, assign, sublet or otherwise transfer or encumber all or any portion of its interests under this Lease, and may sell, assign, sublease or transfer or encumber all or any portion of its interest in the improvements (including, without limitation, the Project Improvements, and the Interconnection Facilities) that Lessee may install on the Property, in whole or in part, to a Lender (defined below) or to a successor by merger or acquisition, or to a subsidiary or affiliate of the Lessee with prior notice to Lessor. Any other assignment or transfer by Lessee shall require written consent of the Lessor, which shall not be unreasonably withheld.

13.3 In addition to the assignment rights under Section 13.2, Lessee shall have the right to effect, and Lessor hereby consents to, the collateral assignment of the right, title and interest of Lessee in and to this Lease to a Lender for the purposes of financing the Project.

13.4 Upon the assignment by Lessee of Lessee's entire interest in this Lease, to the extent such assignment is expressly permitted by this Lease, Lessee (including any successor to Lessee by assignment) shall be released from all further liability under this Lease accruing after the date of such assignment, provided that the assignee shall assume all of Lessee's obligations under this Lease.

13.5 Upon the request of Lessee or any permitted assignee of this Lease, Lessor shall enter into a nondisturbance and attornment agreement, in form and substance reasonably acceptable to Lessor, Lessee, and such assignee, upon the permitted assignment of this Lease.

13.6 Lessee also shall have the right to grant subleases, licenses, easements or similar rights (however denominated) to one or more persons or entities with respect to any portion of its interests under this Lease, without obtaining the consent of Lessor.

14. Leasehold Financing.

14.1 Right to Encumber. Lessee, any successor or assignee of Lessee, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Lessor. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Property is located, shall constitute a "Lender" for purposes of this Lease.

14.2 Covenants for Lenders' Benefit. Lessee and Lessor expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in Section 14.1 above, then notwithstanding any other provision of this Lease to the contrary:

(a) Lessor and Lessee will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of, this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

(b) Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself. Lessor expressly consents to the foregoing actions, if any, by Lender, and authorizes Lender (or Lender's employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of Lessee or any assignee of Lessee, subject to compliance with applicable terms of the Lease.

(c) The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this Section 14.2 shall be available to those Lenders: (i) which shall have notified Lessor in writing of their name and address; (ii) which Lessee has notified Lessor of (including Lender's name and address); and (iii) whose lien is recorded in the official records of the County in which the Property is located. Provided Lessor has been given written notice as provided in the foregoing sentence, no default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders (it being acknowledged such notice may be simultaneously given to Obligor and Lender). If Lessor shall become entitled to terminate the Initial Term or the Extension Term due to an uncured default by Obligor, Lessor will not exercise such termination right unless it has first given written notice of such uncured default and of its intent to terminate the Initial Term or the Extension Term to each Lender and has given each Lender an additional thirty (30) day period after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination. Any Lender or other party who acquires Obligor's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Obligor by this Lease for such interest so long as such Lender or other party has ownership of the leasehold estate or possession of the Property. Upon the sale or other transfer by any Lender of its interest in this Lease or Property, such Lender shall have no further duties or obligations hereunder.

(d) In case of the termination or rejection of this Lease by Lessor as a result of any bankruptcy, insolvency or appointment of a receiver in bankruptcy, Lessor shall provide prompt notice thereof to the Lenders. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Lessee's interest under this Lease, made within forty (40) days after notice to such Lender of any such rejection or termination of this Lease by any party, Lessor shall enter into a new lease agreement with such Lender, or (at Lender's option) Lender's designee or assignee, within twenty (20) days after the receipt of such request (and if the new lease agreement is executed, at Lender's option, by Lender's designee or assignee, Lender shall not be required to assume the burdens and obligations of the new lease agreement). Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Lessor shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Lessor hereby agrees with and for the benefit of the Lenders that the provisions of this Subsection shall survive termination, rejection or disaffirmation of this Lease, as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this Subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

(e) There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Property by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including the Lenders) having an interest in this Lease or in the estate of Lessor and Lessee shall join in a written instrument effecting such merger and shall duly record the same.

(f) Lessor shall, at Lessee's or a Lender's request, provide to Lessee and such Lender (i) if it is the case, confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppel acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing

effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder known to Lessor, and containing such other information as Lessee or such Lender may reasonably request, and (iii) such other certificates or affidavits as Lessee, such Lender or any title company selected by either Lessee or such Lender may reasonably request. Lessor shall duly execute and return same to Lessee and/or Lender within ten (10) business days of Lessee's or Lender's request therefor.

(g) Each Lender is and shall be an express third party beneficiary of the provisions of this Section, and shall be entitled to compel the performance of the obligations of Lessor under this Lease.

15. **Taxes.** Lessee shall pay any personal property taxes on the Improvements and/or for any such taxes that are directly attributable to the Solar Energy System Operations, and Lessor shall pay all real property taxes and assessments levied against the Property. Notwithstanding the foregoing, Lessee shall pay any increase in real property taxes for the Property attributable to the value of the Improvements on the Property owned by, or under the control of Lessee, which Improvements may include the Solar Energy System, the Interconnection Facilities and any other equipment owned by Lessee and located on the Property; provided that such increase in the real property taxes attributable to Lessee's Improvements are assessed for the period from and after the Effective Date until the end of the Term and only to the extent such increase is caused solely by the Solar Energy System Operations. The foregoing obligation shall not include any recaptured taxes attributable to any period prior to the Effective Date or any interest or penalties thereon or to any increases in taxes due to reassessment upon a transfer of the fee interest in the Property by Lessor, and Lessee shall have the right, at its own expense, to appeal or contest any such increases and to compromise and settle the same and Lessor shall execute such petitions and agreements and otherwise cooperate with Lessee to the extent reasonably necessary in connection therewith. Lessor shall pay when due any taxes attributable to: (i) improvements or facilities installed by Lessor or others (excluding Lessee) on the Property; (ii) the underlying value of the Property; and (iii) any and all other taxes and assessments pending or levied against the Property.

16. **Cure Rights.** If either Party fails to pay the taxes or any other monetary obligations for which it is responsible hereunder, or otherwise defaults under this Lease beyond any applicable notice and cure period, then, in addition to its other rights and remedies, the non-defaulting Party shall have the right to pay such taxes and other obligations, and/or remedy any such default, by any appropriate means; and the cost thereof shall be reimbursed by the defaulting Party within thirty (30) days.

17. **Tax Credits.** If under applicable Legal Requirement Lessee is ineligible for any tax credit, benefit or incentive for alternative energy expenditure established by any local, state or federal government, then, at Lessee's option, Lessor shall provide reasonable cooperation with Lessee in securing such benefits, and if necessary, Lessor and Lessee shall amend this Lease or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such tax credit, benefit or incentive (but only to the extent such amendment does not adversely affect the financial or property interests of Lessor).

18. **Defaults and Remedies.**

18.1 **Event of Default.** In the event of any alleged default or failure to perform any obligation under this Lease, the non-defaulting Party shall give the alleged defaulting Party written notice thereof, which notice shall include the acts required to cure the same with reasonable specificity. The Party failing to make any monetary payment when due shall have a period of ten (10) days after such notice is given within which to cure such default. In the event of a non-monetary default, the defaulting Party shall have a period of sixty (60) days after such notice within which to cure such default, which period shall be extended to the extent reasonably necessary to complete such cure so long as the cure was commenced within thirty (30) days after such notice is given and thereafter prosecuted with due diligence.

18.2 **Interest.** Delinquent payments shall bear interest from their respective due dates until paid at the rate of the lesser of (i) of ten percent (10%) per annum, or (ii) the maximum rate permitted by law.

18.3 **Remedies.** Should a default remain uncured beyond the applicable cure period, the non-defaulting party shall have the right to exercise any and all remedies available to it at law or in equity, all of which remedies shall be cumulative, including the right to enforce this Lease by injunction, specific performance or other equitable relief. Notwithstanding anything in this Lease to the contrary or any rights or remedies Lessor might have at law or in equity, each of Lessor or Lessee may terminate the Initial Term or the Extension Term upon the material breach of the provisions of this Lease.

18.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, THE PARTIES WILL NOT BE ENTITLED TO, AND THEY HEREBY WAIVE, ANY AND ALL RIGHTS TO RECOVER, FROM THE OTHER CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS LEASE; PROVIDED HOWEVER THAT THIS PROVISION DOES NOT LIMIT, WAIVE, OR IMPAIR LESSOR'S RIGHTS OR CLAIMS TO DAMAGES AS MAY BE APPLICABLE UNDER THE NMCPA.

19. **Attorneys' Fees.** The prevailing Party in any mediation, arbitration or litigation undertaken in connection with any default under this Lease shall be entitled to be paid its reasonable costs and attorneys' fees incurred in connection therewith by the losing Party, including such costs and fees as may be incurred on appeal, in any probate or bankruptcy proceeding, and in any petition for review, and including costs and fees as are incurred in connection with adjudication of any issues that are particular to such types of proceedings.

20. **Notices.** All notices to a Party pursuant to this Lease must be in writing and shall be sent only by (i) United States Mail (first-class, certified, return-receipt requested); (ii) personal delivery; (iii) an overnight courier service which keeps records of deliveries; or (iv) fax, provided that if notice is given by fax then the Party giving notice shall also provide notice utilizing a method enumerated in the preceding clause (i), (ii) or (iii). For purposes of giving notice hereunder, the addresses and fax numbers of the Parties are as set forth in Section 1 above. A Party may change its address and/or fax number at any time by giving written notice of such change to the other Party in the manner provided herein. Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return-receipt. Notices sent by personal delivery or courier service shall be deemed given on the date of delivery or refusal to accept delivery. Notices sent by fax shall be deemed given on the date of transmission as shown by the transmission record generated by the sending fax machine.

21. **Interpretation.** Each Party has reviewed this Lease and has been given an opportunity to obtain the assistance of counsel, and any rule of construction holding that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Lease. The headings and captions of this Lease are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease. A waiver of a breach of any of the provisions of this Lease shall not be deemed to be a waiver of any succeeding breach of the same or any other provision of this Lease. Any determination of invalidity or unenforceability of any particular clause or provision of this Lease shall not affect the validity or enforceability of the remainder of this Lease.

22. **Force Majeure.** If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure, the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed. "Force Majeure" means: fire, earthquake, flood, tornado, storm, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God and natural disasters; strikes or labor disputes; inability to procure labor, materials, or reasonable substitutes therefor beyond the reasonable control of a Party; war, civil strife, enemy or hostile government action, sabotage, vandalism or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party.

23. **Condemnation.** Should title or possession of all of the Property be taken in condemnation proceedings by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Property wholly unsuitable for Lessee's use (in Lessee's reasonable discretion), then this Lease shall terminate upon such vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be made to Lessor, except that Lessee, at its sole discretion, shall be entitled seek a separate award for any damages allowable by law, including, but not limited to, those damages for: (i) the removal and relocation Lessee's business, (ii) the loss of goodwill, (iii) lost profits, (iv) the loss and/or damage to any property that Lessee elects or is required not to remove, and (v) for the loss of use of the Property by Lessee; and Lessor shall have no right, title or interest in or to any separate award made therefore. It is agreed that Lessee shall have the right to participate in any settlement proceedings and that Lessor shall not enter into any binding settlement agreement with respect to any such proceeding that could affect Lessee's use of the Premises or the use or location of the Solar Energy Facilities, without the prior, written consent of Lessee, which consent shall not be unreasonably withheld or delayed.

24. **No Partnership.** Nothing contained in this Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture, co-tenants or any other association between Lessor and Lessee, other than the relationship of landlord and tenant. Lessee is not acting as an agent, partner or joint venturer of EDF Renewables, Inc. and EDF Renewables, Inc. shall not have any liability under this Lease.

25. **Brokerage Commissions.** Lessor and Lessee warrant and represent to each other that there are no brokers' commissions, finders' fees or any other charges due to any broker, finder, agent or other party in connection with the negotiation or execution of this Lease, or on behalf of either of them. Lessor and Lessee agree to defend, indemnify, protect and hold each other harmless against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and other costs of defense) arising out of a breach of these representations. Such agreement shall survive the termination of this Lease.

26. **Controlling Law.** This Lease shall be governed and construed in accordance with the laws of the State of Rhode Island without regard to its conflict of law provisions.

27. **Time for Performance.** If the time for performance of any obligation or taking any action under this Lease expires on a Saturday, Sunday or legal holiday, the time for such performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday. If the day on which rent or any other payment due hereunder is payable falls on a Saturday, Sunday or on a legal holiday, it shall be payable on the next succeeding day which is not a Saturday, Sunday or legal holiday.

28. **Severability; Partial Invalidity.** In the event any provision of this Lease is held to be unenforceable by a court of competent jurisdiction, then such provision shall be deemed to be severed from this Lease and the remainder of this Lease will be deemed to continue in full force and effect. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Lease as a whole.

29. **Waiver.** Lessor acknowledges and agrees that Lessor will at no time have any ownership interest in or to all or any portion of the Project, the Improvements, or the Solar Energy Facilities; and Lessor hereby waives and releases any and all lien rights arising hereunder or under applicable Legal Requirement or in equity with respect to the Project, the Improvements, and the Solar Energy Facilities.

30. **Entire Agreement.** This Lease and the attached exhibits constitute the entire agreement between the Parties and shall supersede all other agreements, whether written or oral, respecting the subject matter of this Lease. No addition or modification of any term or provision of this Lease shall be effective unless set forth in writing and signed by an authorized representative of the Parties.

31. **Waiver of Jury Trial.** EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

32. **Quiet Enjoyment.** So long as Lessee is not in default under this Lease beyond any applicable cure period, and provided the NMCPA is still in effect, Lessor agrees that Lessee shall quietly and peaceably hold, possess and enjoy the Property pursuant to the terms of this Lease, and for the Term of this Lease, and any extension thereof, without any hindrance or molestation caused by Lessor or any party claiming by, through or under Lessor. Lessor shall defend title to the Property, and the use and occupancy of the same, against the claims of all others, except those claiming by or through Lessee. Lessor shall not enter into or modify any documents, including any declarations, easements, restrictions or other similar instruments, which may materially affect the Property, or the rights and/or obligations of Lessee hereunder, without first obtaining the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned, delayed or denied.

33. **Emergencies.** If either Party becomes aware of any circumstances relating to the Solar Energy System Operations or the Property which creates an imminent risk of damage or injury to any person or any person's property, such Party will immediately notify the other Party of such threat. If the threat relates to the Property and not to the Solar Energy System Operations and is caused by Lessor, Lessor shall promptly take such action as is necessary or appropriate to prevent or mitigate such damage or injury. If the threat relates to the Solar Energy System Operations and not the Property, Lessor shall promptly take such action as is necessary or appropriate to prevent or mitigate such damage or injury.

34. **Notice of Damage.** Lessor will promptly notify Lessee of any physical conditions or other circumstances Lessor becomes aware of that indicate there has been or might be damage to or loss of the use of the Solar Energy System Operations or that could reasonably be expected to adversely affect the Solar Energy System Operations.

35. **Mortgage Payment; Superiority of Lien.** Lessor agrees to promptly provide Lessee with a copy of any default notices that Lessor receives from any of its lenders or other party holding a mortgage or security interest in the Property. If Lessor fails to pay any of its obligations secured by a mortgage or other security interest on the Property when due, Lessee may, at its option, pay such amount and deduct it from the amount owed to Lessor under this Lease. In addition, Lessor expressly acknowledges and agrees that any contractual, statutory or common law lien rights in favor of Lessor or any mortgage granted by Lessor subsequent to the date of this Lease are and shall be expressly made subordinate and inferior to Lessee's right, title and interest in this Lease, any sublease permitted hereunder and/or the easements granted by this Lease and to any liens and security interests granted by Lessee in favor of any Lender.

36. **Execution in Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same contract.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date, which is the last date of full execution of this Lease.

LESSOR:
CITY OF PROVIDENCE RHODE ISLAND,
a body politic and corporate

Dated: 4/8/19

By: [Signature]
Printed Name: Ricky Carudo
Title: General Manager, Providence Water

Witnesses:

[Signature]
Print Name: GARY P. MARIANO

[Signature]
Print Name: Jennifer Tavera

LESSEE:

PINE HILL SOLAR PARTNERS, LLC
By: EDF Renewables Distributed Solutions, Inc.

Dated: March 29, 2019

By: [Signature]
Printed Name: Rod Viens
Title: Senior Vice President of Manager

Witnesses:

[Signature]
Print Name: Allen S. Tate

[Signature]
Print Name: EDWARD UPSON

EXHIBIT A

Legal Description of Property

An approximately 90.46-acre area of land, composed of the parcels in Providence County, Rhode Island, assigned the Appraiser Parcel Numbers and having the approximate areas reflected below:

1. Parcel ID: 45-508 (67.18 Acres)
2. Parcel ID: 43-581 (15.53 Acres)
3. Parcel ID: 45-336 (7.75 Acres)

EXHIBIT B

[List of Liens and/or Encumbrances]

To be provided by Lessor within 60 days after Effective Date, and subject to Lessee's review and consent (which consent will not be unreasonably withheld or delayed)..

EXHIBIT C

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Scott Hesser, Real Estate and Development Counsel
5 Commerce Avenue
West Lebanon, NH 03784
Attn: Corporate Land and Title
Project: Providence Water Supply Board – Pine Hill Solar

APN: _____

The above space for Recorder's Use Only

MEMORANDUM OF SOLAR LAND LEASE

THIS MEMORANDUM OF SOLAR LAND LEASE (this "**Memorandum**") is made and entered into as of April 1, 2019 (the "**Effective Date**"), by and between City of Providence Rhode Island, a body politic and corporate ("**Lessor**"), and Pine Hill Solar Partners, LLC, a Delaware limited liability company ("**Lessee**").

1. **Lease.** On the terms and conditions set forth in that certain Solar Land Lease dated as of the Effective Date (the "**Lease**"), with respect to certain real property located in Providence County, Rhode Island and more particularly described on Exhibit A attached hereto (the "**Property**"), all of the terms and conditions of which Lease are hereby made a part hereof as fully and completely as if herein specifically set out in full, Lessor has leased the Property to Lessee.

2. **Term.** The term of the Lease (the "**Term**") begins on the Effective Date and terminates upon the earlier of: (a) twenty-five (25) years after the Effective Date, subject to extension as provided below, or (b) the date this Lease is terminated as permitted in the Lease, or (c) by operation of law. In addition, the Lease will terminate upon termination of the Net Metering Credit Purchase Agreement dated as of April 1, 2019 between Providence Water Supply Board and Pine Hill Solar Partners, LLC. The Lease shall not terminate solely because of abandonment or nonuse except as provided in the Lease. Lessee may extend the term of this Lease by up to two (2) additional consecutive five (5) year terms commencing on the last day of the initial twenty-five (25) year term or the first extended term, as the case may be.

3 Addresses for Notices:

Lessor:

Providence Water Supply Board of the City of
Providence Rhode Island
125 Dupont Drive
Providence, RI 02907
Attention: Gary Marino, Principal Engineer

Phone: 401-639-2984
Email: gmarino@provwater.com

Lessee:

[Pine Hill Solar Partners, LLC
c/o EDF Renewables Distributed Solutions, Inc.
5 Commerce Avenue
West Lebanon, NH 03784
Attn: Peter Bay, Sr. Manager, Business
Development
Copy: General Counsel
Telephone: 802-359-6522
Email: peter.bay@edf-re.com;
Copy: Counsel@groSolar.com

4 Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5 This Memorandum is executed and recorded for the purpose of providing record notice of the execution, delivery and existence of the Lease. This Memorandum shall not supersede or in any way modify the terms or conditions of the Lease. In the event of any conflict between any term or provision of the Lease and this Memorandum, the applicable term or provision of the Lease shall control.

[SIGNATURE PAGES FOLLOW]

LESSOR SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

Witnesses:

[Signature]
Print Name: GARY P. MARINO

[Signature]
Print Name: Jennifer Tavera

LESSOR:

City of Providence Rhode Island, a body politic and corporate

By: [Signature]
Printed Name: Ricky CARUOLO
Title: GENERAL MANAGER, Providence Water

State of Rhode Island
County of Providence

The foregoing instrument was acknowledged before me this 2nd day of April, 20 19, by Ricky CARUOLO, as Gen Mgr of Providence Water Supply Board, on behalf of the company.

[Signature]
Notary's Signature
Joseph P. Murphy
Name of Notary

(seal)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



LESSEE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

Edward Upton
Print Name: EDWARD UPTON

Allen S. Tate
Print Name: Allen S. Tate

LESSEE:

Pine Hill Solar Partners, LLC
By: EDF Renewables Distributed Solutions, Inc.,
Manager

By: *Rod Viens*
Printed Name Rod Viens
Title: Senior Vice President of Manager

State of New Hampshire
County of Cheshire

The foregoing instrument was acknowledged before me this 29th day of March, 2019, by Rod Viens, as Senior Vice President of EDF Renewables Distributed Solutions, Inc., as Manager of **Pine Hill Solar Partners, LLC**, on behalf of the company.

Rachael L. White
Notary's Signature
Name of Notary RACHAEL L. WHITE
Notary Public - New Hampshire
My Commission Expires
May 16, 2023

(seal)

Personally Known *RW* OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A

Legal Description of Property

An approximately 90.46-acre area of land, composed of the parcels in Providence County, Rhode Island, assigned the Appraiser Parcel Numbers and having the approximate areas reflected below:

1. Parcel ID: 45-508 (67.18 Acres)
2. Parcel ID: 43-581 (15.53 Acres)
3. Parcel ID: 45-336 (7.75 Acres)

EXHIBIT DIV 1-31 d

Providence Water Electric Consumption

National Grid Electric Accounts

PW locations	April 2018 - April 2019 kWhs	Town	Type	Wholesale Connections	N Grid account#s
0 Fruit Hill Ave, Pole 45	211,000	North Providence	Fruit Hill Pump Station		00526-34009
0 Budlong Rd, Pole 35	6104	Cranston	Cathodic Protection		03892-31001
1835 Mineral Spring Ave	10,408	North Providence	Longview Reservoir Tank		12794-37009
36 Starline Way	95,333	Cranston	Cranston Commons Pump Station		14719-18001
1 Pinewood Dr, Lot 109, Plat 25	41,397	East Smithfield	Waltham Pump Station		16077-54004
0 Carriage Way, Lot 20	2936	Johnston	Pressure Station		26758-89024
125 Dupont Dr	737,997	Providence	COF - Solar		27144-85017
0 Basil Xing	18,357	Cranston	Pump Station		28269-12003
30 Scitalia Rd, Pole 6-97	2172	Cranston	East Portal		28288-61009
40 Front Clinton Ave	1459	Hope	Wholesale Connection	Kent County	31064-36009
0 Ashby St, Pole 10	2,522,800	Johnston	Ashby & Nuet Pump Station		37759-22009
0 Wakefield St, Pole 48	9,759	Warwick	Structure E		41062-19009
685 Greenville Ave	35,221	Johnston	Tank		51957-52012
0 Hoover St, Pole 9	24,700	West Warwick	Structure D	Kent County Pump	53353-93000
0 Atwood Ave, Pole 137S	46,160	Johnston	Pump Station		53518-69009
0 Melody Lane, Pole 6	183,556	Cranston	Pump Station		53711-46007
367 Budlong Rd	12,212	Cranston	Wholesale Connection	East Providence	63828-50013
0 Hope Furnace Rd	1,683,000	Hope	Treatment Plant/ Scit Dam		64204-56002
0 Greenville Ave, Pole 78	88,200	Johnston	Pump Station		75186-54000
0 Scituate Ave, Pole 35	988,800	Cranston	Pump Station		77003-46002
0 Cella Lane, Pole 3	12,090	Cranston	Lawton Hill Reservoir		78095-24004
0 Elmore Ave, Pole 10	2848	North Providence	Pump Station		87807-98001
0 Ridge Rd, Pole 84	20,429	Esmond	Tank		88194-66001
0 Bath St	1,015,600	Providence	Pump Station		90018-05008
	<hr/> 7,772,538				

EXHIBIT DIV 1-31 f
RIPUC Tariff No. 2095

THE NARRAGANSETT ELECTRIC COMPANY
Summary of Retail Delivery Rates

Rate	Charge Description	Billing Distribution Charge A	Net Metering Charge B	Long-Term Contracting C	Renewable Energy Distribution Charge D=B+C	RE Growth Charge E	LIHEAP Enhancement Charge F	Base Transmission Charge G	Transmission Adjustment H	Transmission Uncollectible Factor I	Total Transmission Charge J=G+H+I	Base Transition Charge K	Transition Charge Adj L	Total Transition Charge M	Energy Efficiency Program Charge N	Total Delivery Charges O
	<i>Effective Date</i>	9/1/19	4/1/19	7/1/19	7/1/19	10/1/18	1/1/19	4/1/19	4/1/19	4/1/19	4/1/19	4/1/19	4/1/19	4/1/19	1/1/19	9/1/19
A-16 (Basic Residential Rate) RIPUC No. 2183	Customer Charge	\$6.00														\$8.40
	kWh Charge	\$0.05125	\$0.00068	\$0.00711	\$0.00779			\$0.03034	(\$0.00217)	\$0.00037	\$0.02854	(\$0.00093)	(\$0.00021)	(\$0.00114)	\$0.01151	\$0.09795
A-60 (Low Income Rate) RIPUC No. 2184	Customer Charge	\$4.00				\$1.60	\$0.80									\$6.40
	kWh Charge	\$0.04973	\$0.00068	\$0.00711	\$0.00779			\$0.03034	(\$0.00217)	\$0.00037	\$0.02854	(\$0.00093)	(\$0.00021)	(\$0.00114)	\$0.01151	\$0.09643
B-32 (Large Demand Back-up Service Rate) RIPUC No. 2185	Customer Charge	\$1,100.00				\$192.78	\$0.80									\$1,293.58
	Backup Service kW Charge - kW > 200 only	\$0.83														\$0.83
	Supplemental Service kW Charge - kW > 200 only	\$5.46														\$5.46
	kWh Charge (all kW)							\$4.47			\$4.47					\$4.47
	kWh Charge	\$0.00832	\$0.00068	\$0.00711	\$0.00779			\$0.01166	(\$0.00245)	\$0.00029	\$0.00950	(\$0.00093)	(\$0.00021)	(\$0.00114)	\$0.01151	\$0.03598
	High Voltage Delivery Discount	(\$0.32)														(\$0.32)
	High Voltage Delivery Add'l Discount (69kV)	(\$3.89)														(\$3.89)
	Second Feeder Service	\$3.89														\$3.89
	Second Feeder Service - Add'l Transformer	\$0.32														\$0.32
	High Voltage Metering Discount	-1.0%														-1.0%
C-06 (Small C&I Rate) RIPUC No. 2186	Customer Charge	\$10.00				\$2.50	\$0.80									\$13.30
	Unmetered Charge	\$8.75				\$2.50	\$0.80									\$12.05
	kWh Charge	\$0.05022	\$0.00068	\$0.00711	\$0.00779			\$0.03047	(\$0.00582)	\$0.00032	\$0.02497	(\$0.00093)	(\$0.00021)	(\$0.00114)	\$0.01151	\$0.09335
	Additional Minimum Charge (per kVA in excess of 25 kVA)															
		\$1.85														\$1.85
G-025 (General C&I Rate) RIPUC No. 2187	Customer Charge	\$15.00				\$23.40	\$0.80									\$169.20
	kWh > 10 Charge	\$7.02														\$7.02
	CHP Minimum Demand Charge (effective 1/1/13)	\$7.02														\$7.02
	kWh Charge							\$4.37			\$4.37					\$4.37
	kWh Charge	\$0.00956	\$0.00068	\$0.00711	\$0.00779			\$0.01154	(\$0.00481)	\$0.00029	\$0.00702	(\$0.00093)	(\$0.00021)	(\$0.00114)	\$0.01151	\$0.03474
	High Voltage Delivery Discount	(\$0.32)														(\$0.32)
	High Voltage Metering Discount	-1.0%														-1.0%
G-32 (Large Demand Rate) RIPUC No. 2188	Customer Charge	\$1,100.00				\$192.78	\$0.80									\$1,293.58
	kWh Charge - in excess of 200 kW	\$5.46														\$5.46
	CHP Minimum Demand Charge (effective 1/1/13)	\$5.46														\$5.46
	kWh Charge							\$4.47			\$4.47					\$4.47
	kWh Charge	\$0.00832	\$0.00068	\$0.00711	\$0.00779			\$0.01166	(\$0.00245)	\$0.00029	\$0.00950	(\$0.00093)	(\$0.00021)	(\$0.00114)	\$0.01151	\$0.03598
	High Voltage Delivery Discount	(\$0.32)														(\$0.32)
	High Voltage Delivery Add'l Discount (69kV)	(\$3.89)														(\$3.89)
	Second Feeder Service	\$3.89														\$3.89
	Second Feeder Service - Add'l Transformer	\$0.32														\$0.32
	High Voltage Metering Discount	-1.0%														-1.0%
X-01 (Electric Propulsion Rate) RIPUC No. 2194	Customer Charge	\$21,000.00				\$363.62	\$0.80									\$21,364.42
	kWh Charge							\$4.47			\$4.47					\$4.47
	kWh Charge	\$0.00730	\$0.00068	\$0.00711	\$0.00779			\$0.01166	(\$0.00245)	\$0.00029	\$0.00950	(\$0.00093)	(\$0.00021)	(\$0.00114)	\$0.01151	\$0.03496
M-1 (Station Power Delivery & Reliability Service Rate) RIPUC No. 2189	Option A: fixed charges variable charges (transition and conservation charges billed on higher of fixed charges or kWhs times variable charges)	\$4,135.00						\$0.80						\$3,500.00 (\$0.00093)	\$800.00 (\$0.00114)	\$8,435.80
	Option B: fixed charge kWh charge	\$4,135.00						\$0.80								\$4,135.80
S-05 (Customer Owned Street and Area Lighting) RIPUC No. 2190	Customer Charge						\$0.80									\$0.80
	Luminaire Charge					\$0.17										\$0.17
	kWh Charge	\$0.03586	\$0.00068	\$0.00711	\$0.00779			\$0.01577	\$0.00618	\$0.00030	\$0.02225	(\$0.00093)	(\$0.00021)	(\$0.00114)	\$0.01151	\$0.07627
S-06 (Decorative Street and Area Lighting Service) RIPUC No. 2191																
S-10 (Limited Service - Private Lighting) RIPUC No. 2192																
S-14 (General Street and Area Lighting Service) RIPUC No. 2193	Customer Charge						\$0.80									\$0.80
	Luminaire Charge					\$0.17										\$0.17
	kWh Charge	-\$0.00116	\$0.00068	\$0.00711	\$0.00779			\$0.01577	\$0.00618	\$0.00030	\$0.02225	(\$0.00093)	(\$0.00021)	(\$0.00114)	\$0.01151	\$0.03925

Taxes and other rate clauses apply as usual and will appear on customer bills as applicable.

Effective: 9/1/2019
(Replacing RIPUC No. 2095 effective 7/1/19)
Issued: 8/19/2019

Column Descriptions:

A Sheet 2 Col K
B per Net Metering Provision, RIPUC No. 2178
C per Long-Term Contracting for Renewable Energy Recovery Provision, RIPUC No. 2174 & 2175
D Col B + Col C
E per Renewable Energy Growth Program Cost Recovery Provision, RIPUC No. 2208
F per LIHEAP Enhancement Plan Provision, RIPUC No. 2170
G - I per Transmission Cost Adjustment Provision, RIPUC No. 2198

J Col G + Col H + Col I
K - L per Non-Bypassable Transition Adjustment Provision, RIPUC No. 1188
M Col K + Col L
N per Energy Efficiency Program Provision, RIPUC No. 2197, also includes \$0.00030 per kWh Renewable Energy Charge per R.I.G.L. §39-2-1.2
O Col A + Col D + Col E + Col F + Col J + Col M + Col N

THE NARRAGANSETT ELECTRIC COMPANY
Summary of Retail Delivery Rates

Rate	Charge Description	Distribution Charge A	Operating & Maintenance Exp Charge B	O&M Reconciliation Factor C	CapEx Factor Charge D	CapEx Reconciliation Factor E	RDM Adj Factor F	Pension Adjustment Factor G	Storm Fund Replenishment Factor H	Arrerage Management Adjustment Factor I	Low-Income Discount Recovery Factor J	Billing Distribution Charge K
	<i>Effective Date</i>	9/1/19	4/1/19	10/1/18	4/1/19	10/1/18	7/1/19	10/1/18	7/1/17	7/1/19	9/1/18	9/1/19
A-16 (Basic Residential Rate) RIPUC No. 2183	Customer Charge kWh Charge	\$6.00 \$0.04496	\$0.00204	(\$0.00002)	\$0.00116	(\$0.00055)	(\$0.00061)	(\$0.00023)	\$0.00288	\$0.00010	\$0.00152	\$6.00 \$0.05125
A-60 (Low Income Rate) RIPUC No. 2184	Customer Charge kWh Charge	\$4.00 \$0.04496	\$0.00204	(\$0.00002)	\$0.00116	(\$0.00055)	(\$0.00061)	(\$0.00023)	\$0.00288	\$0.00010	\$0.00000	\$4.00 \$0.04973
B-32 (Large Demand Back-up Service Rate) RIPUC No. 2185	Customer Charge Backup Service kW Charge - kW > 200 only Supplemental Service kW Charge - kW > 200 only kW Charge (all kW) kWh Charge High Voltage Delivery Discount High Voltage Delivery Add'l Discount (69kV) Second Feeder Service Second Feeder Service - Add'l Transformer High Voltage Metering Discount	\$1,100.00 \$0.77 \$5.20 \$0.00418 (\$0.32) (\$3.89) \$3.89 \$0.32 -1.0%	\$0.04		\$0.02 \$0.26							\$1,100.00 \$0.83 \$5.46 \$0.00832 (\$0.32) (\$3.89) \$3.89 \$0.32 -1.0%
C-06 (Small C&I Rate) RIPUC No. 2186	Customer Charge Unmetered Charge kW Charge Additional Minimum Charge (per kVA in excess of 25 kVA)	\$10.00 \$8.75 \$0.04400 \$1.85	\$0.00209	(\$0.00002)	\$0.00101	(\$0.00052)	(\$0.00061)	(\$0.00023)	\$0.00288	\$0.00010	\$0.00152	\$10.00 \$8.75 \$0.05022 \$1.85
G-02 (General C&I Rate) RIPUC No. 2187	Customer Charge kW > 10 Charge CHP Minimum Demand Charge (effective 1/1/13) kW Charge kWh Charge High Voltage Delivery Discount High Voltage Metering Discount	\$145.00 \$6.75 \$6.75 \$0.00465 (\$0.32) -1.0%	\$0.00156	(\$0.00002)	\$0.00000	(\$0.00029)	(\$0.00061)	(\$0.00023)	\$0.00288	\$0.00010	\$0.00152	\$145.00 \$7.02 \$7.02 \$0.00956 (\$0.32) -1.0%
G-32 (Large Demand Rate) RIPUC No. 2188	Customer Charge kW Charge - in excess of 200 kW CHP Minimum Demand Charge (effective 1/1/13) kW Charge kWh Charge High Voltage Delivery Discount High Voltage Delivery Add'l Discount (69kV) Second Feeder Service Second Feeder Service - Add'l Transformer High Voltage Metering Discount	\$1,100.00 \$5.20 \$5.20 \$0.00418 (\$0.32) (\$3.89) \$3.89 \$0.32 -1.0%	\$0.00079	(\$0.00002)	\$0.00000	(\$0.00029)	(\$0.00061)	(\$0.00023)	\$0.00288	\$0.00010	\$0.00152	\$1,100.00 \$5.46 \$5.46 \$0.00832 (\$0.32) (\$3.89) \$3.89 \$0.32 -1.0%
X-01 (Electric Propulsion Rate) RIPUC No. 2194	Customer Charge kW Charge kWh Charge	\$21,000.00 \$0.00541	\$0.00025	(\$0.00002)	\$0.00007	(\$0.000207)	(\$0.00061)	(\$0.00023)	\$0.00288	\$0.00010	\$0.00152	\$21,000.00 \$0.00730
M-1 (Station Power Delivery & Reliability Service Rate) RIPUC No. 2189	Option A: fixed charges variable charges (transition and conservation charges billed on higher of fixed charges or kWhs times variable charges) Option B: fixed charge kWh charge	\$4,135.00 \$4,135.00										\$4,135.00 \$4,135.00
S-05 (Customer Owned Street and Area Lighting) RIPUC No. 2190	Customer Charge Luminaire Charge kWh Charge	\$0.03702	\$0.00947	(\$0.00002)	\$0.00123	(\$0.01550)	(\$0.00061)	(\$0.00023)	\$0.00288	\$0.00010	\$0.00152	\$0.03586
S-06 (Decorative Street and Area Lighting Service) RIPUC No. 2191 S-10 (Limited Service - Private Lighting) RIPUC No. 2192 S-14 (General Street and Area Lighting Service) RIPUC No. 2193	Customer Charge Luminaire Charge kWh Charge	Sheet 3	\$0.00947	(\$0.00002)	\$0.00123	(\$0.01550)	(\$0.00061)	(\$0.00023)	\$0.00288	\$0.00010	\$0.00152	(\$0.00116)

Taxes and other rate clauses apply as usual and will appear on customer bills as applicable.

Effective: 9/1/2019
(Replacing RIPUC No. 2095 effective 7/1/19)
Issued: 8/19/2019

Column Descriptions:
A - per RIPUC Docket No. 4770, August 16, 2018 Compliance Filing, Compliance Attachment 9, Schedules 4-I and 4-F
B - E per Infrastructure, Safety and Reliability Provision, RIPUC No. 2199
F - per Revenue Decoupling Mechanism Provision, RIPUC No. 2201
G - per Pension Adjustment Mechanism Provision, RIPUC No. 2200

H - per Storm Fund Replenishment Factor, RIPUC No. 2177
I - per Residential Assistance Provision, RIPUC No. 2210
J - per Residential Assistance Provision, RIPUC No. 2210
K - Col A + Col B + Col C + Col D + Col E + Col F + Col G + Col H + Col I + Col J

THE NARRAGANSETT ELECTRIC COMPANY
Summary of Retail Delivery Rates

Rate	Charge Description	Distribution Charge			
		A			
Rate S-06 Decorative Street and Area Lighting Service RIPUC No. 2191	<u>Fixture Charges</u>	Full Service S-06	Full Service S-10	Full Service S-14	Temp-off S-14
Rate S-10 Limited Service - Private Lighting RIPUC No. 2192	<u>Luminaires</u>				
	<u>Incandescent</u>				
	Roadway LUM INC RWY 105W	n/a	\$81.61	\$81.61	\$43.66
	Roadway LUM INC RWY 205W (S-14 Only)	n/a	n/a	\$81.61	\$43.66
	<u>Mercury Vapor</u>				
	Roadway LUM MV RWY 100W	n/a	\$85.65	\$85.65	\$45.83
	Roadway LUM MV RWY 175W	n/a	\$85.65	\$85.65	\$45.83
	Roadway LUM MV RWY 250W (S-14 Only)	n/a	n/a	\$139.39	\$74.58
	Roadway LUM MV RWY 400W	n/a	\$192.68	\$192.68	\$103.10
	Roadway LUM MV RWY 1000W	n/a	\$192.68	\$192.68	\$103.10
	Post-top LUM MV POST 175W (S-14 Only)	n/a	n/a	\$164.95	\$88.26
	Post-top LUM MV FLD 400W	n/a	\$220.76	\$220.76	\$118.12
	Post-top LUM MV FLD 1000W	n/a	\$220.76	\$220.76	\$118.12
	<u>Sodium Vapor</u>				
	Roadway LUM HPS RWY 50W	n/a	\$81.61	\$81.61	\$43.66
	Roadway LUM HPS RWY 70W	n/a	\$82.58	\$82.58	\$44.18
	Roadway LUM HPS RWY 100W	n/a	\$85.65	\$85.65	\$45.83
	Roadway LUM HPS RWY 150W	n/a	\$89.46	\$89.46	\$47.87
	Roadway LUM HPS RWY 250W	n/a	\$139.39	\$139.39	\$74.58
	Roadway LUM HPS RWY 400W	n/a	\$192.68	\$192.68	\$103.10
	Flood LUM HPS FLD 250W	n/a	\$165.29	\$165.29	\$88.44
	Flood LUM HPS FLD 400W	n/a	\$220.76	\$220.76	\$118.12
	Post-top LUM HPS POST 50W	n/a	\$160.22	\$160.22	\$85.73
	Post-top LUM HPS POST 100W	n/a	\$164.95	\$164.95	\$88.26
	Post-top WALL HPS 250W 24HR	n/a	\$211.53	\$211.53	\$113.18
	Post-top SHOEBOX - LUM HPS REC 100W-C1	n/a	\$106.73	n/a	n/a
	<u>Metal Halide</u>				
	Flood LUM MH FLD 400W	n/a	\$209.59	\$209.59	\$112.15
	Flood LUM MH FLD 1000W	n/a	\$247.09	\$247.09	\$132.21
	<u>Light Emitting Diode</u>				
	Roadway LUM LED RWY 20W	n/a	\$139.09	\$139.09	\$74.42
	Roadway LUM LED RWY 30W	n/a	\$140.68	\$140.68	\$75.27
	Roadway LUM LED RWY 60W	n/a	\$147.69	\$147.69	\$79.02
	Roadway LUM LED RWY 140W	n/a	\$181.02	\$181.02	\$96.86
	Roadway LUM LED RWY 275W	n/a	\$246.18	\$246.18	\$131.73
	Post-top LUM LED POST 60W	n/a	\$206.59	\$206.59	\$110.54
	Post-top DEC LED TR 60W	\$206.59	n/a	n/a	n/a
	Post-top DEC LED TR-TW 60W	\$413.18	n/a	n/a	n/a
	<u>Decorative</u>				
	DEC HPS TR 50W	\$160.22	n/a	n/a	n/a
	DEC HPS TR 100W	\$164.95	n/a	n/a	n/a
	DEC HPS AG 50W	\$232.40	n/a	n/a	n/a
	DEC HPS AG 100W	\$233.19	n/a	n/a	n/a
	DEC HPS WL 50W	\$256.99	n/a	n/a	n/a
	DEC HPS WL 100W	\$269.22	n/a	n/a	n/a
	DEC HPS TR-TW 50W	\$359.69	n/a	n/a	n/a
	DEC HPS TR-TW 100W	\$378.13	n/a	n/a	n/a
	DEC HPS AG-TW 50W	\$500.69	n/a	n/a	n/a
	DEC HPS AG-TW 100W	\$502.28	n/a	n/a	n/a
	DEC HPS WL-TW 50W	\$549.88	n/a	n/a	n/a
	DEC HPS WL-TW 100W	\$574.32	n/a	n/a	n/a
	<u>Standards</u>				
	POLE-WOOD	n/a	\$134.63	\$134.63	\$134.63
	POLE FIBER PT EMB <25' w/out foundation	n/a	\$262.02	\$262.02	\$262.02
	POLE FIBER RWY <25' w/ foundation	n/a	\$427.09	\$427.09	\$427.09
	POLE FIBER RWY >= 25' w/ foundation	n/a	\$476.82	\$476.82	\$476.82
	POLE METAL EMBEDDED (S-14 Only)	n/a	n/a	\$407.98	\$407.98
	POLE METAL >= 25FT (with foundation)	n/a	\$488.09	\$488.09	\$488.09
	DEC VILL PT/FDN	\$353.50	n/a	n/a	n/a
	DEC WASH PT/FDN	\$467.44	n/a	n/a	n/a
	<u>Effective Date</u>	9/1/19	9/1/19	9/1/19	9/1/19

Taxes and other rate clauses apply as usual and will appear on customer bills as applicable.

Effective: 9/1/2019
(Replacing RIPUC No. 2095 effective 7/1/19)
Issued: 8/19/2019

Column Descriptions:

A per RIPUC Docket No. 4770, August 16, 2018 Compliance Filing, Compliance Attachment 9, Schedule 4-F, Column (h) and Schedule 4-J

THE NARRAGANSETT ELECTRIC COMPANY
Summary of Rates
Standard Offer Service

	Standard Offer Base Charge	Standard Offer Adjustment	Standard Offer Service Admin. Cost Factor	Renewable Energy Standard Charge	Total Commodity Charges
	A	B	C	D	E=A+B+C+D
Residential Group A-16, A-60					
April 1, 2019	\$0.09167	(\$0.00223)	\$0.00233	\$0.00063	\$0.09240
May 1, 2019	\$0.09167	(\$0.00223)	\$0.00233	\$0.00063	\$0.09240
June 1, 2019	\$0.09167	(\$0.00223)	\$0.00233	\$0.00063	\$0.09240
July 1, 2019	\$0.09167	(\$0.00223)	\$0.00233	\$0.00063	\$0.09240
August 1, 2019	\$0.09167	(\$0.00223)	\$0.00233	\$0.00063	\$0.09240
September 1, 2019	\$0.09167	(\$0.00223)	\$0.00233	\$0.00063	\$0.09240
<i>Effective Date of Last Rate Change:</i>	04/01/19	04/01/19	04/01/19	04/01/19	04/01/19
Commercial Group C-06, G-02, S-05, S-06, S-10, S-14					
Variable Price Option:					
April 1, 2019	\$0.10323	\$0.00154	\$0.00217	\$0.00063	\$0.10757
May 1, 2019	\$0.09451	\$0.00154	\$0.00217	\$0.00063	\$0.09885
June 1, 2019	\$0.06876	\$0.00154	\$0.00217	\$0.00063	\$0.07310
July 1, 2019	\$0.07111	\$0.00154	\$0.00217	\$0.00063	\$0.07545
August 1, 2019	\$0.06908	\$0.00154	\$0.00217	\$0.00063	\$0.07342
September 1, 2019	\$0.06959	\$0.00154	\$0.00217	\$0.00063	\$0.07393
<i>Effective Date of Last Rate Change:</i>	04/01/19	04/01/19	04/01/19	04/01/19	04/01/19
Fixed Price Option: C-06 Only					
April 1, 2019	\$0.08679	\$0.00154	\$0.00217	\$0.00063	\$0.09113
May 1, 2019	\$0.08679	\$0.00154	\$0.00217	\$0.00063	\$0.09113
June 1, 2019	\$0.08679	\$0.00154	\$0.00217	\$0.00063	\$0.09113
July 1, 2019	\$0.08679	\$0.00154	\$0.00217	\$0.00063	\$0.09113
August 1, 2019	\$0.08679	\$0.00154	\$0.00217	\$0.00063	\$0.09113
September 1, 2019	\$0.08679	\$0.00154	\$0.00217	\$0.00063	\$0.09113
<i>Effective Date of Last Rate Change:</i>	04/01/19	04/01/19	04/01/19	04/01/19	04/01/19
Fixed Price Option: G-02, S-05, S-06, S-10, S-14					
April 1, 2019	\$0.07856	\$0.00154	\$0.00217	\$0.00063	\$0.08290
May 1, 2019	\$0.07856	\$0.00154	\$0.00217	\$0.00063	\$0.08290
June 1, 2019	\$0.07856	\$0.00154	\$0.00217	\$0.00063	\$0.08290
July 1, 2019	\$0.07856	\$0.00154	\$0.00217	\$0.00063	\$0.08290
August 1, 2019	\$0.07856	\$0.00154	\$0.00217	\$0.00063	\$0.08290
September 1, 2019	\$0.07856	\$0.00154	\$0.00217	\$0.00063	\$0.08290
<i>Effective Date of Last Rate Change:</i>	04/01/19	04/01/19	04/01/19	04/01/19	04/01/19
Industrial Group B-32, G-32, X-01					
July 1, 2019	\$0.06808	\$0.00138	\$0.00233	\$0.00063	\$0.07242
August 1, 2019	\$0.06299	\$0.00138	\$0.00233	\$0.00063	\$0.06733
September 1, 2019	\$0.07013	\$0.00138	\$0.00233	\$0.00063	\$0.07447
<i>Effective Date of Last Rate Change:</i>	07/01/19	04/01/19	04/01/19	04/01/19	07/01/19

Taxes and other rate clauses apply as usual and will appear on customer bills as applicable.

Column Descriptions:

- A. Residential and Rate Class C-06 Commercial Fixed Charge base charges pursuant to RIPUC Decision on February 28, 2019; all other base charges in compliance with the Standard Offer Service/Renewable Energy Standard 2019 Procurement Plans
- B. per RIPUC No. 2157, Standard Offer Service Adjustment Provision
- C. per RIPUC No. 2157, Standard Offer Service Adjustment Provision
- D. The Renewable Standard Energy Charge is collected from SOS customers for the purpose of acquiring a portion of Rhode Island's energy supply from renewable energy resources, as required by R.I. General Laws section 39-26-1.
- E. Column (A) + Column (B) + Column (C) + Column (D)

(1) The Fixed Price Option will be the customary option for customers served under rate C-06. The Variable Price Option will be the customary option for customers served under rates G-02, S-05, S-06, S-10 and S-14.

Effective: 7/01/2019
(Replacing RIPUC No. 2096 effective 4/01/19)
Issued: 4/17/19

EXHIBIT DIV 1-31 i

Constellation Contract

Form of Fixed Pricing Confirmation

FIXED PRICING CONFIRMATION NO. G300145.146675.0

POWEROPTIONS® PARTICIPANT
AGREEMENT FOR THE SALE AND PURCHASE
OF ELECTRICITY
BETWEEN PARTICIPANT AND SUPPLIER

This Pricing Confirmation No. G300145.146675.0 dated as of _____ 2019, under the PowerOptions® Participant Agreement for the Sale and Purchase of Electricity (collectively, the "Agreement") currently in effect between Providence (RI), Water Supply ("Participant") and Constellation NewEnergy, Inc. ("Supplier") effects Participant's exercise of the Fixed Pricing Option in accordance with the terms of the Fixed Price Transaction Confirmation set forth in Attachment 1. Participant may elect to participate in other alternative programs as set forth below.

Participant and Supplier agree and confirm as follows:

1. Definitions. Unless otherwise defined herein, initially capitalized terms used herein shall have the meanings ascribed to them in the Agreement.
2. Fixed Price Confirmation. The Contract Price under the Agreement shall be determined in accordance with term and conditions set forth in Attachment 1 hereto, effective during the Purchase Period indicated on Attachment 1.
3. Purchasing Green-e Renewable Energy Credits (RECS): ☐ By checking the box, Participant is agreeing to the terms and conditions set forth on Attachment 2.
4. Full Force and Effect. All terms and provisions of the Agreement shall remain unchanged and in full force and effect, and nothing herein contained shall operate to release either party from its obligations under the Agreement.
5. Binding Effect. This Pricing Confirmation shall be binding upon and inure to the Parties and their respective successors and assigns. This Pricing Confirmation may be executed in counterpart.
6. Right to Rescind:
 - **Massachusetts Accounts:** In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this Agreement to contact Supplier and cancel (rescind) this Agreement.
 - **Connecticut Accounts:** If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this Agreement to cancel (rescind) this Agreement.
 - **Rhode Island Accounts:** Participant has until midnight of the third (3rd) business day following the date that the Participant executes this Agreement to notify Supplier and cancel (rescind) this Agreement.

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Sales Rep: Charlotte H Diogo G300145.146675.0 Printed: 9/24/2019

Dated as of the date first set forth above.

Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc. {Supplier}

E-Signed : 09/24/2019 09:00 PM EDT
Nancy H. Fischer
contractadmin@constellation.com
IP: 216.99.180.224
Sertifi Electronic Signature
DocID: 20190924151553768

Printed Name:

Title:

Date:

Telephone: (713) 222-6080

Email Address:

Providence (RI), Water Supply {Participant}

E-Signed : 09/24/2019 04:36 PM EDT
Peter J. Pallozzi
peterp@provwater.com
IP: 174.77.114.254
Sertifi Electronic Signature
DocID: 20190924151553768

Printed Name: Peter Pallozzi

Title:

Date:

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ATTACHMENT 1 TO EXHIBIT B - FIXED PRICE OPTION

(Transaction Confirmation)

This Transaction Confirmation ("TC") is entered into pursuant to and in accordance with a Participant Agreement executed on _____ by and between CONSTELLATION NEWENERGY, INC. ("Supplier") and Providence (RI), Water Supply ("Participant"), and is subject to all of the provisions, terms and conditions of such Participant Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Participant Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Participant Agreement.

Price Terms. The electricity rate Participant is paying is stated in the Account Schedule below. The Contract Prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Participant Agreement, **provided, however, Participant's overall electricity bill may fluctuate monthly depending on Participant's usage variations, and whether certain cost components** are being Passed Through (as defined below). Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges assessed or charged vary for any reason. At any time during the term of this TC, Participant may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of Participant's load volume by entering into one or more Retail Trade Transactions ("RTTs"), which shall be evidence by a fully executed RTT Confirmation and be incorporated herein.

Cost Components. Each of the items listed as "Fixed" below is included in Participant's Contract Prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Participant will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions or as defined in the Participant Agreement.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	N/A
Renewable Portfolio Standard Costs	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to Participant for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The prices also include any credit costs and margin.

Section 1.1. Definitions.

"Holdover Fee" means a cost of \$.005250per kWh in the holdover rate.

"LMP" or "Holdover Market Price" means the ISO-published Day Ahead LMP for the ISO zone applicable to each Account expressed in \$/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

"Massachusetts Clean Energy Standards Costs ("CES Costs")" means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75), approved by the Massachusetts Department of Energy Resources, effective on August 11, 2017

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. **The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.**

"SREC-II Expansion Program Costs" means any costs or charges related to procuring solar renewable energy or making alternative compliance payments to comply with the Solar Carve-Out II Expansion Program requirements set forth in the Massachusetts Department of Energy Resources ("DOER") Regulations as amended 225 CMR.14.00, effective April 8, 2016 and updated on July 1, 2016. Costs to comply with MA Solar Carve-Out Program(s) I and II, as required by the DOER, are included in Renewable Portfolio Standards Costs.

"Winter Reliability Program Costs" means those costs or charges that are incurred by load serving entities in the ISO service territory under the ISO's **"Winter Reliability Program" as proposed or implemented during** the Term of this Agreement. If Winter Reliability Program Costs are Fixed under this Agreement, any material additions, modifications or conditions to the treatment of Winter Reliability Costs under the ISO tariff or otherwise

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from the applicable Winter Reliability Program as last accepted or approved by FERC (or, if not yet accepted or approved, as last proposed by the ISO) as of the date of this Agreement shall be deemed a Change in Law pursuant to the Participant Agreement.

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the **date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance** with the terms of the Agreement. This TC shall not automatically renew, provided, however, service may be extended for a holdover term as described in the Participant Agreement.

Section 2.2. Miscellaneous. Additional required rules, Laws and regulations shall apply to as follows:

See Exhibit E-1: for Massachusetts Accounts

See Exhibit E-2: Connecticut Accounts

See Exhibit E-3: Rhode Island Accounts

Section 2.3. Seller and UDC Contact Information. **Supplier's website address is www.constellation.com.** Participant may contact Seller regarding its invoice or other matters concerning this TC at Seller's Participant Service Department by toll-free telephone at 844-636-3749, or email at ParticipantCare@Constellation.com.

PARTICIPANT AGREES TO CONTACT ITS UDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:

UDC Name	UDC Abbreviation	Contact Numbers
Narragansett Electric Company	NECO	1-800-465-1212

Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500.

Section 2.4. Right To Rescind.

Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this TC to contact Supplier and cancel (rescind) this TC.

Connecticut Accounts: **If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant** has until midnight of the third (3rd) business day following the date that the Participant executes this TC to cancel (rescind) this TC.

Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to notify Supplier and cancel (rescind) this TC.

Section 2.5. Additional Terms For Accounts located in Rhode Island.

Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

Price Term Comparison. Customer may compare the price terms in this TC **to Customer's current electricity supplier listed on** your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

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ACCOUNT SCHEDULE:
For: Providence (RI), Water Supply
The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on September 24, 2019

Seller shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

No. of Service Accounts: 47

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
NECO	0052634009	Fruit Hill Ave, Providence, RI 029080000	11/25/19	05/28/23	\$0.07610
NECO	0053886007	1597 Westminister St, Providence, RI 02909	12/11/19	06/11/23	\$0.07610
NECO	0091868030	1 Dorrance St, Providence, RI 02903	11/26/19	05/29/23	\$0.07610
NECO	0188600017	Clifford St, Providence, RI 02907	12/02/19	06/02/23	\$0.07610
NECO	0260717011	Branch Ave Pole 116, Providence, RI 02904	12/11/19	06/11/23	\$0.07610
NECO	0267768025	Dorrance St, Providence, RI 02903	12/16/19	06/16/23	\$0.07610
NECO	0389231001	Svc Bldg, Cranston, RI 02920	12/18/19	06/18/23	\$0.07610
NECO	1279437009	1835 MINERAL SPRING AVE, NORTH PROVIDENCE, RI 029043834	12/26/19	06/24/23	\$0.07610
NECO	1337103019	250 Westminister St, Providence, RI 02903	11/27/19	05/30/23	\$0.07610
NECO	1383658009	Westminister St RTE 10N, Providence, RI 02903	12/09/19	06/09/23	\$0.07610
NECO	1471918001	36 STARLINE WAY, CRANSTON, RI 029213409	12/10/19	06/10/23	\$0.07610
NECO	1526785036	Chestnut St, Providence, RI 02903	12/02/19	06/02/23	\$0.07610
NECO	1607754004	1 Pinewood Dr LOT 109, Plat 25, Smithfield, RI 02917	12/02/19	06/02/23	\$0.07610
NECO	2675889024	Carriage Way Lot 20, Pressure Station, Johnston, RI 02919	12/11/19	06/11/23	\$0.07610
NECO	2678970013	730 Plainfield Pike, Pole 151, North Scituate, RI 02857	12/12/19	06/12/23	\$0.07610
NECO	2714485017	125 Dupont DR, Providence, RI 02907	12/11/19	06/11/23	\$0.07610
NECO	2826912003	Basil Crossing, Cranston, RI 02921	12/18/19	06/18/23	\$0.07610

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NECO	2828861009	30 SCARALIA RD, CRANSTON, RI 029212224	12/18/19	06/18/23	\$0.07610
NECO	3106436009	4 Frnt Clinton Ave, Hope, RI 02831	12/13/19	06/13/23	\$0.07610
NECO	3775922009	Ashby Rd, Johnston, RI 029190000	12/26/19	06/24/23	\$0.07610
NECO	3815975004	Hope St Pole 69-1/2, Providence, RI 02906	11/26/19	05/29/23	\$0.07610
NECO	3850279009	Dudley St Pole 38-01, Providence, RI 02907	12/02/19	06/02/23	\$0.07610
NECO	4106219009	Wakefield St, West Warwick, RI 028930000	12/20/19	06/20/23	\$0.07610
NECO	5351869009	Town of Johnston - Acct Id Pump Station, Atwood Ave Pole 9, West Warwick, RI 02893	12/20/19	06/20/23	\$0.07610
NECO	5371146007	Melody Ln, Cranston, RI 02920	12/19/19	06/19/23	\$0.07610
NECO	5708273013	Melrose St Pole 4, Providence, RI 02907	12/03/19	06/03/23	\$0.07610
NECO	5977299009	55 Neutaconkanut Park CNSCN Pole Stand, Providence, RI 02903	12/17/19	06/17/23	\$0.07610
NECO	6028658000	Baker St Pole 29, Providence, RI 02905	12/03/19	06/03/23	\$0.07610
NECO	6310453006	Cemetery St, Providence, RI 02904	11/25/19	05/28/23	\$0.07610
NECO	6420456002	Hope Furnace Rd, Hope, RI 028310000	12/06/19	06/06/23	\$0.07610
NECO	6506304003	Chestnut St, Providence, RI 02903	12/02/19	06/02/23	\$0.07610
NECO	6748478002	Colfax St Pole 22, Providence, RI 02905	12/02/19	06/02/23	\$0.07610
NECO	6908674006	Babcock St Apt 1, Providence, RI 02905	12/03/19	06/03/23	\$0.07610
NECO	6943918005	Washington St, Providence, RI 02903	12/03/19	06/03/23	\$0.07610
NECO	6948044000	Eddy St P265, Providence, RI 02903	12/02/19	06/02/23	\$0.07610
NECO	6971211011	50 Aleppo St Outdoor Park, Providence, RI 02903	12/06/19	06/06/23	\$0.07610
NECO	7033976007	Luongo Memorial Sq, Providence, RI 02903	12/11/19	06/11/23	\$0.07610
NECO	7518654000	Greenville Ave, Johnston, RI 029190000	12/26/19	06/24/23	\$0.07610
NECO	7606136026	Chestnut St, Providence, RI 02903	12/03/19	06/03/23	\$0.07610
NECO	7700346002	Scituate Ave, Cranston, RI 02921	12/10/19	06/10/23	\$0.07610
NECO	7809524004	Cella Ln, Cranston, RI 02920	12/19/19	06/19/23	\$0.07610
NECO	8446720009	56 Park Row, Providence, RI 02907	11/27/19	05/30/23	\$0.07610

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Sales Rep: Charlotte H Diogo G300145.146675.0 Printed: 9/24/2019

NECO	8819466001	Ridge Rd, Smithfield, RI 02917	12/03/19	06/03/23	\$0.07610
NECO	8999525047	1109 Atwells Ave Pole 187, Providence, RI 02909	12/06/19	06/06/23	\$0.07610
NECO	9001805008	Bath St, Providence, RI 029080000	12/10/19	06/10/23	\$0.07610
NECO	9267410005	Sabin St, Providence, RI 02903	11/26/19	05/29/23	\$0.07610
NECO	9274295009	Pleasant Valley Parkway, Providence, RI 02903	12/10/19	06/10/23	\$0.07610

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SELLER AT **888-829-8738**.

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Sales Rep: Charlotte H Diogo G300145.146675.0 Printed: 9/24/2019

Providence Water Docket 4994

Division of Public Utilities and Carriers

Data Request – Set 1

December 18, 2019

DIV 1-32 Refer to Exhibit RC-2.

- a. To the extent not already being provided in response to other requests, please provide the working Excel file for Exhibit RC-2.
- b. Identify which specific calendar periods are represented by each "Contract Year."
- c. Identify and provide a copy of the contract for the EDF Renewables Baldwin DECA Solar Array.

RESPONSE:

- a. Please find the attached working Excel file for Exhibit RC-2.
- b. The Contract Year will begin on the Commercial Operation Date of the system. This is estimated to be July 1, 2020.
- c. Please find the attached executed Net Meter Credit Rate Agreement (NMCRA) and the executed Lease Agreement in Exhibit 1-31 c.

Providence Water Docket 4994

Division of Public Utilities and Carriers
Data Requests - Set 1
December 18, 2019

DIV 1-33. Refer to Exhibit RC-3, tax treaty agreement with the Town of Scituate and to the Prefiled Direct Testimony of Ricky Caruolo at page 9. Please provide a copy of the signed agreement as soon as it is available.

RESPONSE :

Please see the attached executed tax treaty agreement with the Town of Scituate as well as the accompanying City Council Resolution approving the treaty.

RESOLUTION OF THE CITY COUNCIL

No. 525

Approved December 13, 2019

RESOLVED, That the agreement reached in the tax settlement with the Town of Scituate, which covers all land owned by the City of Providence within the town, including 900 acres currently held by the Providence Public Buildings Authority, is hereby approved, as attached.

IN CITY COUNCIL

DEC 05 2019

READ AND PASSED

Roberto Mateo

PRES.

Shawn Bellini

CLERK

I HEREBY APPROVE.

[Signature]

Mayor

Date

12/13/19

AGREEMENT

AGREEMENT made ^{As of} this 13th day of December, 2019, by and among the TOWN OF SCITUATE ("Scituate"), the PROVIDENCE WATER SUPPLY BOARD, an enterprise fund of the City of Providence ("PWSB") and the PROVIDENCE PUBLIC BUILDINGS AUTHORITY ("PPBA"), hereafter PWSB and PPBA are sometimes collectively referred to as the "Water Supply Board".

WHEREAS, PWSB and PPBA own certain real and personal property located in Scituate; and

WHEREAS, certain property owned by PWSB and PPBA in Scituate is subject to taxation by Scituate.

WHEREAS, PWSB, PPBA and Scituate agree that the method and approach to assess, for purposes of taxation, the several properties and improvements thereon, owned by PWSB and/or PPBA could result in unwanted litigation; and

WHEREAS, the parties determined that an agreement concerning the payment of taxes to Scituate by PWSB and/or PPBA is in the public's interest and avoids expensive and uncertain litigation which would be otherwise funded by ratepayers and taxpayers.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of

the mutual promises and covenants herein made, each of the parties hereto agree as follows:

1. **Ten (10) Year Tax Treaty.**

For a period of ten (10) years beginning with the real estate and personal property taxes assessed as of December 31, 2019 (calendar year 2020) and continuing on and through the real estate and personal property taxes to be assessed as of December 31, 2028 (calendar year 2029), Scituate shall charge the Water Supply Board and the Water Supply Board shall pay annual real estate and personal property taxes, and the taxes will be due and payable as follows:

2020	\$7,067,179.62
2021	\$7,349,866.81
2022	\$7,643,861.48
2023	\$7,949,615.94
2024	\$8,267,600.57
2025	\$8,598,304.60
2026	\$8,942,236.78
2027	\$9,299,926.25
2028	\$9,671,923.30
2029	\$10,058,800.23

The above payment schedule is based on the assumption that Scituate will raise taxes annually to the maximum property tax levy of 4% allowed by law. The foregoing payments schedule will not change for the duration of this Agreement, except that (1) in the event that Scituate does not raise taxes by the assumed maximum property tax levy of 4% allowed by law in any given year, or (2) in the event that Scituate obtains permission under R.I.G.L. § 44-5-2 and increases taxes above the assumed maximum property tax levy of 4% allowed by law in any given

year, then the Water Supply Board's tax payments will be adjusted by the appropriate percentage by which taxes were either not raised to the 4% maximum or were raised in excess of the 4% maximum in the applicable years. For example, (1) if the maximum allowable increase in the levy is 4% and Scituate only raises its tax levy by 3%, then a 1% reduction will be made for that year, and the appropriate reduction will also apply in each remaining successive year of this Agreement, or (2) if the maximum allowable increase in the levy is 5% and Scituate raises its tax levy by 5%, then a 1% increase will be made for that year, and the appropriate increase will also apply in each remaining successive year of this Agreement.

2. **Tax Classification:**

For the entire term of this Agreement, Scituate agrees to classify as forest land on its assessment list, all land owned by the Water Supply Board that the Rhode Island Department of Environmental Management ("RIDEM") certifies now or in the future as forest land. Scituate and the Water Supply Board agree that the foregoing classification by Scituate is for the purpose of settling a dispute among the parties, which dispute was the subject of prior litigation (including appeals thereof) and is not an admission by Scituate that the Water Supply Board's land is forest land or is entitled to forest land classification under the laws of the State of Rhode Island. Upon the termination of this Agreement, Scituate shall be entitled to take any actions with respect to the forest land classification of the Water Supply Board's land as if this Agreement and the aforementioned litigation

never occurred including, but not limited to, removing all of the Water Supply Board's land from the Scituate list of classified forest land, denying any application by the Water Supply Board to the Scituate Tax Assessor for classification of land as forest land and issuing a use valuation assessment for the Water Supply Board's land by the Scituate Tax Assessor. The Water Supply Board also expressly reserves and will be entitled to exercise any and all rights and remedies, whether appellate or otherwise with respect to Scituate taking any of the foregoing actions.

The parties also agree that they will not use any of the terms, provisions or agreements contained in this Agreement against the other in any future proceedings concerning the assessment or collection of taxes by Scituate. The parties further agree that they will not raise as an issue that anything which transpired in the aforementioned litigation or any administrative appeals which were filed by the Water Supply Board prior to the date of this Agreement establishes, under the doctrines of res judicata, collateral estoppel, administrative finality, or any other theory or ground, that the land owned by the Water Supply Board is or is not entitled to be classified and/or valued as forest land. After the termination of this Agreement, all parties shall be entitled to present their positions concerning the issue of forest land classification and valuation just as if the aforementioned litigation and any administrative appeals and this Agreement never occurred.

Notwithstanding the forgoing, in the event that the Water Supply Board finds it necessary to commence administrative appeals or civil actions with regard to the forest land classification and/or forest land valuation of any of its acreage after the expiration of this Agreement, Scituate agrees that the Water Supply Board may introduce the Judge Vogel decision of February 3, 2006 (as amended) into the proceedings and may argue that the reasoning of that decision should be followed, but the Water Supply Board agrees that it will not raise the issue that said decision must be followed under the doctrines of res judicata, collateral estoppel, or administrative finality, or any other theory or ground. The foregoing provisions contained in this Paragraph 2 shall survive the termination of the Agreement.

3. **Additional Property or Improvements.**

The parties agree and understand that the agreed taxes established by this Agreement include any real and personal property which may be acquired by the Water Supply Board, and any improvements to any property owned by the Water Supply Board, during the term of this Agreement, and that the taxes to be paid by the Water Supply Board during the term of this Agreement will not be increased as a result of any such acquisitions or improvements.

4. **Termination.**

This Agreement shall terminate on December 31, 2029. Notwithstanding the foregoing, effective as of December 31, 2019, and after, (but not before), Scituate shall have the option to terminate this Agreement after receipt of actual

notice that the Water Supply Board has, on December 31, 2019 or after, sold, leased or otherwise alienated any of its water supply system property to a non-public entity by giving written notice to the Water Supply Board within thirty (30) days of Scituate's receipt of such actual notice. This option to terminate shall only apply to the water supply system property actually sold, leased or otherwise alienated to a non-public entity and the Agreement shall remain in full force and effect for the balance of the Water Supply Board's property. The effective date of the termination shall be December 31 of the calendar year following the calendar year in which Scituate gives the written notice.

5. **Miscellaneous.**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

B. This Agreement constitutes the entire agreement among the parties and supersedes any prior communications, written and oral, with respect to all matters pertaining thereto. This Agreement shall not be modified or amended except by an instrument in writing signed by the parties hereto.

C. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if hand delivered or if sent by prepaid registered or certified mail or by a recognized overnight delivery service to the parties hereto at the following addresses:

For PWSB: (1) General Manager, Providence Water Supply Board, 125 Dupont Drive, Providence, RI 02907, (2) Senior Manager of Finance, Providence

Water Supply Board, 125 Dupont Drive, Providence, RI 02907, and (3) Michael R. McElroy, Esq. Schacht & McElroy, 21 Dryden Lane, P.O. Box 6721, Providence, RI 02940-6721.

For Scituate: (1) President, Scituate Town Council, 195 Danielson Pike, North Scituate, RI 02857; (2) Town Clerk, Town of Scituate, 195 Danielson Pike, North Scituate, RI 02857; and (3) Peter D. Ruggiero, Esq., Ruggiero Brochu & Petrarca, 20 Centerville Road, Warwick, RI 02886.

Any party hereto may change its address for notice purposes by providing notice in accordance with this provision. Any notice, demand, or other communication shall be deemed given and effective as of the date of delivery by hand, or upon the fifth day following mailing.

D. This Agreement constitutes a valid and binding agreement of the parties hereto, enforceable in accordance with its terms. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

E. The parties agree that they shall meet not later than one hundred and eighty (180) days prior to the termination of this Agreement for the purpose of discussing a possible extension of this Agreement or a new similar agreement.

F. The parties agree that, during the term of this Agreement, it shall not be necessary for the Water Supply Board to file any notices of intention to bring in an account, any accounts, or any appeals of any kind, and this Agreement shall control all obligations of the Water Supply Board to pay all taxes to the Town

during the entire term of this Agreement. This Agreement may be enforced as a contract directly in the Superior Court of the State of Rhode Island, without the necessity of the filing of any administrative appeals or the exercise of any other administrative remedies by the Water Supply Board or the Town.

G. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto cause these presents to be executed ^{AS of} ~~on~~ this ^{13th} ~~22~~ day of ^{December} ~~October~~, 2019, by their duly authorized representatives.

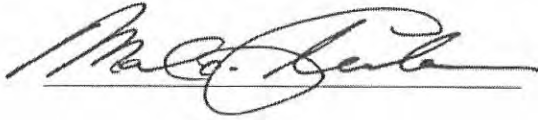
Executed in presence of:

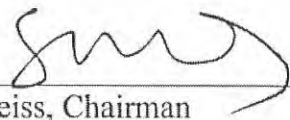
Kevin Swanson

PROVIDENCE WATER SUPPLY
BOARD OF THE
CITY OF PROVIDENCE

By: Xaykham Khamasyvoravong
Xaykham Khamasyvoravong, Chairman

PROVIDENCE PUBLIC BUILDINGS
AUTHORITY OF THE
CITY OF PROVIDENCE

A handwritten signature in dark ink, appearing to read "Stanley Weiss", written over a horizontal line.

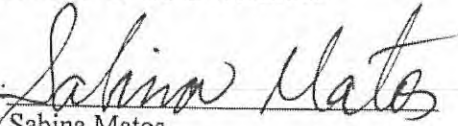
By: 
Stanley Weiss, Chairman

THE CITY OF PROVIDENCE

By: 

Jorge Elorza, Mayor

THE CITY OF PROVIDENCE

By: 
Sabina Matos
City Council President

TOWN OF SCITUATE

Monia Taylor

By:

James Brady, Jr.

James Brady, Jr.
Town Council President

Providence Water Docket 4994

Division of Public Utilities and Carriers Data Request – Set 1 December 18, 2019

DIV 1-34 Refer to the Direct Testimony of Ricky Caruolo at page 10 regarding a takeover of the Johnston Water District.

- a. Identify by amount and account all costs in the test year, in calendar 2019 and projected for each fiscal year 2020, 2021, 2022 and 2023 related to taking over the Johnston Water District.
- b. Identify the quantity of water sold to the Johnston Water District and the related revenue amounts in the test year, in calendar 2019 and projected for each fiscal year 2020 and 2021.
- c. What retail rates would be charged to the 1,700 customers, and what is the related amount of annual retail revenue that is anticipated for the first full year of retail service being provided to such customers by Providence Water?
- d. Explain fully and show in detail how Providence Water has reflected the takeover of the Johnston Water District in its projected revenue requirements for each year.
- e. Does the takeover of the Johnston Water District involve any payment being made to acquire that utility system? If not, explain fully why not. If so, identify, quantify and explain the payments.
- f. Will any acquisition adjustment be incurred related to the takeover of the Johnston Water District? If not, explain fully why not. If so, identify, quantify and explain the acquisition adjustment.

Response:

- a. At this time, Providence Water is still in the process of collecting and evaluating expense and revenue information from the Town of Johnston.
- b. Providence Water sold 385,925 HCF to Johnston Water District in FY 2019, which equates to \$521,329 at the FY 2019 rate of \$1.350858 per HCF. The takeover of the Johnston Water District is not anticipated to occur until FY 2021. Accordingly, Providence Water would project a similar amount of revenue for FY 2020, assuming Johnston's wholesale purchases are consistent. In FY 2021, Providence Water will serve Johnston customers directly. Accordingly, no wholesale sales, or revenue, related to Johnston Water District are projected for FY 2021. Please see the response to 1-34c for projected sales and revenue for Johnston retail customers in FY 2021.
- c. In FY 2021, Providence Water's retail rates would apply to Johnston customers. The acquisition of these customers is anticipated to add 1,700 accounts, 325,153 hcf in billed consumption and 311 hydrants. These customers would pay the monthly service charges, the

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Division of Public Utilities and Carriers

Data Request – Set 1

December 18, 2019

retail consumption charges and the hydrant charge. Under the rates proposed in Harold Smith's Direct Testimony, this equates to \$1,597,456 in retail revenue in FY 2021.

- d. The revenue requirements do not include any costs specific to the acquisition of the Johnston Water District.
- e. As stated in the response to (a), Providence Water is still collecting and evaluating expense and revenue information from the Town of Johnston. At this time, Providence Water does not anticipate a payment being made to acquire the Johnston system. Providence Water is considering utilizing a merger and annexation agreement, which is similar to the agreement utilized with the East Smithfield Water District.
- f. See the response to (e).

Providence Water Docket 4994

Division of Public Utilities and Carriers
Data Requests - Set 1
December 18, 2019

DIV 1-35. Refer to the Direct Testimony of Ricky Caruolo at page 10 regarding a new billing system.

- a. Explain fully and show in detail how Providence Water has reflected the costs of a new billing system in its projected revenue requirements for each year.

RESPONSE :

The costs associated with the new billing system have been included in the IFR plan (see Exhibit GG-1, line 54A, in Mr. Giasson's testimony) which is reflected in the "Sources and Uses Schedule HJS-10c – Restricted Funds – IFR Fund" Cash Funded Projects line.

Providence Water Docket 4994

Data Requests of the Division of Public Utilities and Carriers Set 1 January 16, 2020

DIV 1-36a:

Refer to the Direct Testimony of Ricky Caruolo at pages 12-16 regarding the new Central Operation Facility (COF).

- a. Explain fully and show in detail how Providence Water has reflected the costs of the COF in its projected revenue requirements for each year.

RESPONSE:

The cost to acquire the central operations facility was funded by a \$30 million bond issue. The debt service associated with this issue is paid out of the capital fund (see HJS-10A), which has been maintained at the Docket 44618 funding level of \$2,127,000.

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Division of Public Utilities and Carriers
Data Request - Set 1
December 18, 2019

DIV 1-37 Refer to Exhibit GG-1.

- a. Please provide GG-1 in Excel.
- b. What were the actual annual expenditures under the IFR in the test year by project and in calendar 2019
- c. How has Providence Water reflected the projected expenditures listed on Exhibit GG-1 in deriving its proposed revenue requirement amounts for each year? Explain fully and show in detail.

RESPONSE:

- a. Please see attached GG-1 in Excel format.
- b. See response to DIV 1-6
- c. The projected expenditures from Exhibit GG-1 will be funded from the IFR Fund, which is shown on HJS-10C. Providence Water is requesting this funding level from \$27.3 million currently to \$29.3 million, \$31.3 million, and \$33.3 million in FY 21, 22, and 23 respectively.

Providence Water Docket 4994

Division of Public Utilities and Carriers Data Requests - Set 1 December 18, 2019

DIV 1-38. Chemical and Sludge Maintenance Fund. Refer to the pre-filed direct testimony of Gregg Giasson at page 8.

- a. What was the balance in the Sludge Maintenance Fund as of (1) the end of the test year, and (2) as of December 31, 2019?
- b. List and explain the amounts charged to the Sludge Maintenance Fund (1) in the test year, (2) in calendar 2019, and (3) as projected for each fiscal year, 2020 through 2023.
- c. What are the projected balances in the Sludge Maintenance Fund for each fiscal year, 2020 through 2023? Show in detail and explain fully how those amounts were derived.

RESPONSE :

- a. As shown in Schedule HJS-10g, the unaudited balance in the Sludge/Chemical Fund as of June 30, 2019 was \$2,735,683. The fund balance as of December 31, 2019 is not available at this time. We will provide it when we have closed the month of December.
- b. See attached schedules DIV 1-38 b (1) and DIV 1-38 b (3). We do not report on a calendar year basis.
- c. See Schedule HJS-10g.

	Ferric (gal)	Lime (ton)	Chlorine (ton)	Fluoride (gal)	Ascorbic Acid (25kg box)	Sodium Hydroxide (gal)*	Ortho- phosphate (gal)*	Ortho- phosphate (gal)***	Chemical	Professional Engineering Expense ⁴	Private Contractors Expense ⁵	Miscellaneous Expense ⁶	TOTAL
Project Chemical QTY FY21-23:		673,759	1,660	200	60,000	3,125	8,547	1,805	58,824				
(FY20 Budget/Unit Price)	\$ 1.46	\$ 235.00	\$ 2,000.00	\$ 1.55	\$ 17.25	\$ 2.34	\$ 8.31	\$ 6.80					
FY2020 spending ****	\$ 983,687.94	\$ 390,000.00	\$ 400,000.00	\$ 93,000.00	\$ 53,912.69	\$ 11,700.00	\$ 15,000.00	\$ 140,000.00	\$ 2,087,300.63	\$ 75,000.00	\$ 1,608,918.00	\$ 200,000.00	\$ 3,971,218.63
(FY21 Budget/Unit Price)	\$ 1.50	\$ 235.00	\$ 2,000.00	\$ 1.55	\$ 17.75	\$ -	\$ -	\$ 6.80					
FY2021 spending ****	\$ 1,010,638.30	\$ 390,000.00	\$ 400,000.00	\$ 93,000.00	\$ 55,475.37	\$ -	\$ -	\$ 400,003.20	\$ 2,349,116.87		\$ 1,608,918.00	\$ 80,000.00	\$ 4,038,034.87
(FY22 Budget/Unit Price)***	\$ 1.55	\$ 240.00	\$ 2,000.00	\$ 1.60	\$ 18.25	\$ -	\$ -	\$ 6.90					
FY2022 spending ****	\$ 1,044,326.24	\$ 398,297.87	\$ 400,000.00	\$ 96,000.00	\$ 57,038.06	\$ -	\$ -	\$ 405,885.60	\$ 2,401,547.77		\$ 1,608,918.00		\$ 4,010,465.77
(FY23 Budget/Unit Price)***	\$ 1.60	\$ 240.00	\$ 2,000.00	\$ 1.60	\$ 18.75	\$ -	\$ -	\$ 7.00					
FY2023 spending ****	\$ 1,078,014.18	\$ 398,297.87	\$ 400,000.00	\$ 96,000.00	\$ 58,600.75	\$ -	\$ -	\$ 411,768.00	\$ 2,442,680.80		\$ 1,608,918.00		\$ 4,051,598.80

* Pilot scale. Average day = 1.41 MGD. Chemical projection and budget increased slightly to allow for increased demonstration area, if needed.

** Full scale orthophosphate at treatment plant tentatively scheduled for spring 2020. Budget pricing included herein based on initial dose (3 mg/L) at average day (61 MGD).

*** Estimated

**** Estimated - based on FY2019 quantities being constant

4 Engineering costs required to complete current study along with estimated engineering costs for future studies

5 Conservative estimated of 10,000 dry tons removed from south sedimentation basin at \$200/dry ton

6 Estimated \$13K/month for project inspection for 7.75 months & \$7K/month for pump rental for 7.75 months

Providence Water Docket 4994

Division of Public Utilities and Carriers Data Request – Set 1 December 18, 2019

DIV 1-39 Private Side Lead Service Replacement. Refer to the prefiled direct testimony of Gregg Giasson at pages 8-12.

- a. Identify and provide the information relied upon for the understanding of the City of Newark NJ and Trenton NJ programs.
- b. Refer to page 11, line 20-21. How will Providence Water identify homes with young children or pregnant women?
- c. Out of the approximately 28,000 private side lead lines, approximately how many are for homes with young children or pregnant women?
- d. Refer to page 11, lines 17-18. What impact on lead levels is the replacement of 3% per year expected to have? How will the impact be measured? Explain fully.
- e. Will the replacement of 3% of the 28,000 private side lead lines per year be sufficient to keep lead levels below the limits of the LCR? If not, explain fully why not.
- f. Show in detail how many private side lead service lines were replaced in each year 2018 and 2019, and show the cost of each replacement.
- g. What caused some of the replacements to cost as much as \$15,000 (p.11, line 7)?
- h. Show in detail how Providence Water estimated that 95% of the costs of replacement are below \$5,000 (p.11 line 7).
- i. At an average cost of \$5,000 per replacement is the total cost for the replacement of the 28,000 remaining private side lead lines expected to be \$140 million (or more)? If not, explain fully why not, and identify Providence Water's best total cost estimate for replacing the 28,000 remaining private side lead lines.
- j. At page 11, lines 27-28, Mr. Giasson mentions that approximately 214 private side lead services have been completed per year in 2018 and 2019. Were those replaced by Providence Water employees, or contractors, or a combination of both? Identify and explain the cost breakdown for those replacements, showing the total amounts and how much was for (1) Providence Water employee labor costs, (2) for contractor provided labor and (3) for materials.

Replacing 3% of the remaining 28,000 private side lead services would equate to an annual replacement rate of approximately 840 per year. Is qualified Providence Water or contractor labor expected to be available to address that much higher level of annual replacements? Explain fully the information about labor availability and the related costs. Include an explanation of whether the proposed significant expansion of the number of annual replacements is expected to impact the average replacement cost.

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Division of Public Utilities and Carriers Data Request – Set 1 December 18, 2019

Response:

a. On November 14, 2019 staff from Providence Water met with staff from both the City of Newark New Jersey Department of Water and Sewer Utilities and the Trenton New Jersey Water Works. The purpose of the meeting was to discuss operational challenges (i.e. contractor availability, program tracking, funding) that the two New Jersey utilities have encountered with each of their lead programs.

For the City of Newark, they have a comprehensive website that is dedicated solely to their (<https://www.newarkleadservice.com/>) lead program. Below is an excerpt from their website.

“About the Program

Newark has planned an aggressive, two-year Lead Service Line Replacement (LSLR) Program with the goal of removing all the lead service lines in the water system. Construction for the first phase of this program commenced in March 2019. The program will remove 15,000 lead services lines and replace them with copper pipes.

Typically, the cost of replacing a lead service line ranges from between \$5,000 and \$10,000. Under Newark’s Lead Service Line Replacement Program, lead service lines will be replaced at no cost to the homeowner.”

For the City of Trenton, they also have a website that is dedicated to their lead program (<https://www.twleadprogram.com/>). Below is an excerpt from their Frequently Asked Question (FAQ) section of their website.

“How much will the replacement cost to the homeowner?

TWW is offering an opportunity for the homeowner to have their lead service line replaced for a cost of no more than \$1,000. This will be paid through a special tax assessment on your property.”

b. The Environmental Protection Agency (EPA) has indicated that the most vulnerable population for lead exposure are infants, young children, and pregnant woman. Providence Water does not have a database of homes where infants, young children and pregnant woman reside. If Providence Water is allowed to replace private side lead services, when requests come in to replace a customer’s private side lead service line, Providence Water will inquire if there are infants, young children or pregnant woman living at the home. If the answer is yes, and the home has a private side lead service, than this home will be prioritized for private side lead service replacement.

c. See response to (b).

d. Providence Water participated in the Water Research Foundation Study #4713. The purpose of the study was to evaluate strategies to reduce lead exposure after conducting full

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Division of Public Utilities and Carriers Data Request – Set 1 December 18, 2019

lead service line replacements (FLSLR). Thirty (30) homes were tested before and after full lead service line replacement. Five (5) of the thirty (30) homes are within the orthophosphate demonstration area. In addition to the stated purpose of the study, the testing allowed Providence to evaluate lead at our customer's tap before and after full lead service line replacement with and without the addition of orthophosphate. Below is some analysis based on this limited data set.

25 Homes - No Orthophosphate		
	% Above AL (> 15 ppb)	% Above TL (>10 ppb)
<i>Before FLSLR</i>	12%	24%
<i>After FLSLR</i>	8%	8%

5 Homes - Orthophosphate		
	% Above AL (> 15 ppb)	% Above TL (>10 ppb)
<i>Before FLSLR</i>	60%	60%
<i>After FLSLR</i>	0%	0%

For homes with no orthophosphate, 12% of the homes were above the Action Limit (AL) and 24% of the homes were above the Trigger Level (TL). After full lead service line replacement (FLSLR), 8% were above both the AL and TL.

For homes with orthophosphate, 60% of the homes were above the AL and TL before FLSLR, but after a FLSLR, 0% of the homes were above the AL and TL.

As discussed on page 5, lines 13 through 21 of Mr. Caruolo's direct testimony, Providence Water cannot ensure that, after both the public side and private side lead service is replaced, lead levels at a customer's home will be eliminated. As such, it is difficult for Providence Water to quantify the impacts that the 3 percent replacement will have on overall lead levels. Depending on the home, the public side and private side lead service may be the largest source of lead, however, some homes may still have lead plumbing and fixtures containing lead. As discussed on page 8, lines 4 through 17 of my direct testimony, Providence Water expects to begin adding orthophosphate in April of 2020. By adding orthophosphate as an additional corrosion control chemical, Providence Water is anticipating that the orthophosphate will help mitigate corrosion of lead containing materials within a customer's plumbing. Combining the removal of both the public side and private side lead service with the addition of orthophosphate will help reduce lead at a customer's tap. After both a public side and private side lead service replacement, Providence Water requests that the customer take a follow up lead sample. If these samples are taken, Providence Water can get a measure of the effectiveness of the lead service replacement.

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e. As discussed on page 9, lines 3 and 4 of my testimony, compliance with the Lead and Copper Rule (LCR) is based on sampling at a customer's tap and this sampling includes water that has come in contact with plumbing within a customer's home. As such, depending on the material composition of the customers plumbing within their home (lead plumbing, fixtures constructed with lead containing material), there still could be the opportunity for lead to leach into the water at a customer's tap. An example of this variability can be seen in some of our compliance testing within two homes on the same street in Cranston that both have full lead service lines. When the customers sampled their water for lead as part of LCR compliance, one home had zero lead and one home had 27.8 parts per billion (ppb) of lead (which is above the Action Limit of 15 ppb).

In addition, under the revised LCR, the action level (AL) and trigger level (TL) (discussed on page 9, lines 15 through 26 of my testimony) will be based upon sampling at homes with either a partial or full lead service. Given the variable conditions within each customer's home coupled with the requirement to sample at homes that have either a partial or full lead service, Providence Water is unsure if the replacement of 3% of the lead service lines will ensure that we will be below the limits of the LCR. Having said that, removing lead services (both public and private) and the addition of orthophosphate improves Providence Water's ability to meet the AL and TL proposed in the revised LCR.

f. See attached Exhibit A. This table includes all private sides replaced in 2018 and 2019. The table includes the cost of the private side lead service, the date the service was replaced and the street and city/town where the service was replaced. In addition, there are two columns titled "Funding" and "Actual/Estimate". For each service, if the funding indicates "CDBG", the private side lead service replacement was paid for through Community Development Block Grant funds. If the funding indicates "customer", then the private side lead service replacement was paid for by the customer. For each service, if the service is noted as "actual" then this is the actual amount the customer has paid. If the service is noted as "estimate", then this was the not-to-exceed cost given to the customer and we are still awaiting the final invoice from the contractor.

Items of clarification from my direct testimony. On page 11, lines 7 through 9 from my direct testimony, the average cost should be \$3,780. On page 11, lines 27 through 28, the amount of services that were replaced in 2018 should be 204 and the amount of services that were replaced in 2019 should be 228.

g. As shown in Exhibit A, there was a private side service that was replaced on August 23rd and 24th of 2018. The majority of private side lead service replacements typically take less than one day to complete. This specific service took two days to complete. In addition, some services can be "pulled" utilizing the existing lead service. This technique minimizes the amount of trenching that needs to be done. When a service is pulled, the contractor only needs to excavate at the curb. The installation of this particular service could not be pulled

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and had to be dug for its entire length (from the curb to the house foundation). In addition, the contractor had to deal with other utilities, the service was deep, and there were retaining walls that they had to work around.

h. All the services that have costs listed in Exhibit A were ranked from lowest cost to highest cost. A calculation was done to choose the value at which 95% (95% percentile) of all the costs would be below this value. This value is \$4,948. Consequently, Providence Water can reasonably estimate that 95% of the private side lead service replacements will be below \$5,000.

i. \$5,000 is the cost that 95% of all private side lead service replacements will be below. As noted in the response to (f), the average cost of a private side lead service replacement is \$3,785. Based on this average cost, it is estimated that the total cost to replace all 28,000 private side lead services would be \$105,980,000 (28,000 x \$3,785).

j. All private side lead services were completed utilizing outside contractors. The private side lead services that were replaced in 2018 and 2019 were completed primarily using 2 contractors. There were several other contractors that were available to replace private side lead services but chose not to do this work due to a lack of volume. Contractors would prefer to mobilize once and do multiple services on one street or one area. Because of the relatively low participation in the zero percent loan program, contractors were hesitant to do this work. If there was a larger volume of services offered to contractors and the services were located in relatively close proximity to each other, Providence Water expects some reduction of average cost per service. This reduction would be the result of volume of services and increased competition.

<u>Date</u>	<u>Street</u>	<u>City/Town</u>	<u>Cost</u>	<u>Funding</u>	<u>Actual/Estimate</u>
12/13/2018	HAVEN AVE	CRANSTON	\$2,300.00	customer	actual
4/24/2018	DIXWELL AVE	CRANSTON	\$2,465.56	customer	actual
12/7/2018	ABBOTT ST	PROVIDENCE	\$2,635.00	customer	actual
9/26/2018	EAST AVE	NORTH PROVIDENCE	\$2,678.89	CDBG	estimate
4/13/2018	GEORGE ST	NORTH PROVIDENCE	\$2,728.89	CDBG	actual
9/26/2018	GEORGE ST	NORTH PROVIDENCE	\$2,738.89	CDBG	estimate
3/26/2018	EAST AVE	NORTH PROVIDENCE	\$2,800.00	CDBG	actual
4/1/2019	PEACH AVE.	PROVIDENCE	\$2,800.00	customer	actual
10/12/2018	WOLLASTON ST	CRANSTON	\$2,800.00	customer	actual
12/13/2018	LYNDON RD.	CRANSTON	\$2,830.00	customer	actual
6/5/2018	TRANSIT ST	PROVIDENCE	\$2,845.00	customer	actual
6/19/2018	BARTLETT AVE	CRANSTON	\$2,850.00	customer	actual
4/24/2018	CLIFDEN AVE	CRANSTON	\$2,850.00	customer	actual
4/23/2018	EDGEWOOD BLVD	CRANSTON	\$2,850.00	customer	actual
5/18/2018	FAIRVIEW AVE	CRANSTON	\$2,850.00	customer	actual
4/18/2018	HARWOOD ST	CRANSTON	\$2,850.00	customer	actual
5/4/2018	HIGHLAND ST	CRANSTON	\$2,850.00	customer	actual
4/26/2018	INGLESIDE AVE	CRANSTON	\$2,850.00	customer	actual
6/5/2018	LYNDHURST AVE	PROVIDENCE	\$2,850.00	customer	actual
6/4/2018	NELSON ST	PROVIDENCE	\$2,850.00	customer	actual
4/25/2018	PARK AVE	CRANSTON	\$2,850.00	customer	actual
4/27/2018	WARWICK AVE	CRANSTON	\$2,850.00	customer	actual
4/30/2018	WHEELER AVE	CRANSTON	\$2,850.00	customer	actual
3/12/2018	GEORGE ST	NORTH PROVIDENCE	\$2,856.37	CDBG	actual
6/20/2019	NEWPORT ST	PROVIDENCE	\$2,895.00	customer	actual
4/2/2019	ABBOTT ST	PROVIDENCE	\$2,900.00	customer	actual
4/19/2018	ASH AVE	CRANSTON	\$2,900.00	customer	actual
4/17/2018	BECKWITH ST	CRANSTON	\$2,900.00	customer	actual
6/13/2018	EDGEWOOD AVE	CRANSTON	\$2,900.00	customer	actual
7/6/2018	HENRY ST	CRANSTON	\$2,900.00	customer	actual
5/10/2018	LOOKOUT AVE	CRANSTON	\$2,900.00	customer	actual
6/25/2018	RHODES AVE	CRANSTON	\$2,900.00	customer	actual
4/13/2018	GEORGE ST	NORTH PROVIDENCE	\$2,900.00	CDBG	estimate
6/12/2018	REDFERN ST	NORTH PROVIDENCE	\$2,906.67	CDBG	estimate
5/8/2018	EAST AVE	NORTH PROVIDENCE	\$2,908.89	CDBG	actual
6/7/2018	EAST AVE	NORTH PROVIDENCE	\$2,909.11	CDBG	actual
9/7/2018	REDFERN ST	NORTH PROVIDENCE	\$2,912.22	CDBG	estimate
9/7/2018	REDFERN ST	NORTH PROVIDENCE	\$2,926.67	CDBG	actual
9/27/2018	BYRON ST	NORTH PROVIDENCE	\$2,948.22	CDBG	actual
9/26/2018	EAST AVE	NORTH PROVIDENCE	\$2,948.22	CDBG	actual
5/8/2018	BYRON ST	NORTH PROVIDENCE	\$2,948.89	CDBG	estimate
6/18/2018	EDGEWOOD AVE	CRANSTON	\$2,950.00	customer	actual
11/18/2019	LARCH ST	PROVIDENCE	\$2,965.00	customer	estimate
4/13/2018	BYRON ST	NORTH PROVIDENCE	\$2,978.67	CDBG	actual
10/5/2019	GOULDING ST.	PROVIDENCE	\$2,988.33	customer	actual
5/13/2019	RING ST	PROVIDENCE	\$2,999.44	customer	actual

<u>Date</u>	<u>Street</u>	<u>City/Town</u>	<u>Cost</u>	<u>Funding</u>	<u>Actual/Estimate</u>
6/11/2018	EAST AVE	NORTH PROVIDENCE	\$3,000.00	CDBG	estimate
12/4/2018	HAMMOND ST	PROVIDENCE	\$3,005.00	customer	actual
5/29/2018	THAYER ST	PROVIDENCE	\$3,015.00	customer	actual
6/6/2018	WILLIAMS ST	PROVIDENCE	\$3,035.00	customer	actual
6/25/2019	GARFIELD ST	NORTH PROVIDENCE	\$3,092.22	CDBG	actual
10/18/2018	CLEVELAND ST	NORTH PROVIDENCE	\$3,093.33	CDBG	estimate
11/13/2019	CRANSTON ST	PROVIDENCE	\$3,095.00	customer	estimate
6/12/2019	COLE AVE	PROVIDENCE	\$3,100.00	customer	actual
11/7/2018	HADDON HILL RD	CRANSTON	\$3,100.00	customer	actual
5/1/2018	IVY AVE	CRANSTON	\$3,100.00	customer	actual
5/1/2019	JASTRAM ST	PROVIDENCE	\$3,100.00	customer	actual
5/16/2019	LINCOLN AVE.	PROVIDENCE	\$3,100.00	customer	actual
4/30/2019	LONGWOOD AVE	PROVIDENCE	\$3,100.00	customer	actual
5/10/2019	OLNEY ST	PROVIDENCE	\$3,100.00	customer	actual
4/16/2018	PARKMAN ST	CRANSTON	\$3,100.00	customer	actual
12/5/2019	PENDLETON ST.	CRANSTON	\$3,100.00	customer	actual
6/24/2019	RAVENSWOOD AVE	PROVIDENCE	\$3,100.00	customer	actual
7/5/2018	RHODES AVE	CRANSTON	\$3,100.00	customer	actual
3/26/2019	SYLVAN AVE	CRANSTON	\$3,100.00	customer	actual
6/20/2019	VEAZIE ST.	PROVIDENCE	\$3,100.00	customer	actual
9/3/2019	ARNOLD ST	PROVIDENCE	\$3,105.00	customer	estimate
3/29/2018	REDFERN ST	NORTH PROVIDENCE	\$3,136.67	CDBG	actual
5/2/2018	NORWOOD AVE	CRANSTON	\$3,150.00	customer	actual
6/20/2018	WASHINGTON AVE	PROVIDENCE	\$3,150.00	customer	actual
11/28/2018	CHALKSTONE AVE	PROVIDENCE	\$3,170.56	customer	actual
1/4/2019	PLEASANT ST	PROVIDENCE	\$3,181.67	customer	actual
10/3/2018	DICKINSON AVE	NORTH PROVIDENCE	\$3,183.33	CDBG	actual
9/25/2019	PRINCETON AVE.	PROVIDENCE	\$3,188.33	customer	estimate
5/28/2019	ALTHEA ST	PROVIDENCE	\$3,195.00	customer	actual
9/27/2018	GEORGE ST	NORTH PROVIDENCE	\$3,198.22	CDBG	estimate
6/18/2019	COLE AVE	PROVIDENCE	\$3,200.00	customer	actual
4/15/2019	EVERGREEN ST	PROVIDENCE	\$3,200.00	customer	actual
4/22/2019	EVERGREEN ST.	PROVIDENCE	\$3,200.00	customer	actual
5/23/2018	GARDEN ST	CRANSTON	\$3,200.00	customer	actual
12/9/2019	INGLESIDE AVE	CRANSTON	\$3,200.00	customer	actual
5/17/2018	MAGNOLIA ST	CRANSTON	\$3,200.00	customer	actual
10/24/2019	PEACE ST	PROVIDENCE	\$3,200.00	customer	actual
11/1/2018	RANKIN AVE.	PROVIDENCE	\$3,200.00	customer	actual
11/8/2019	ROGER WILLIAMS AVE	PROVIDENCE	\$3,200.00	customer	actual
4/3/2019	ROYAL ST	PROVIDENCE	\$3,200.00	customer	actual
6/21/2019	SHARON ST	PROVIDENCE	\$3,200.00	customer	actual
11/7/2018	TRANSIT ST	PROVIDENCE	\$3,228.33	customer	actual
11/7/2018	TRANSIT ST	PROVIDENCE	\$3,228.33	customer	actual
5/23/2019	COOKE ST	PROVIDENCE	\$3,275.00	customer	actual
6/25/2019	DOUGLAS AVE	PROVIDENCE	\$3,275.00	customer	actual

<u>Date</u>	<u>Street</u>	<u>City/Town</u>	<u>Cost</u>	<u>Funding</u>	<u>Actual/Estimate</u>
1/4/2019	FIFTH ST	PROVIDENCE	\$3,275.00	customer	actual
10/11/2019	GRAND VIEW ST.	PROVIDENCE	\$3,275.00	customer	actual
12/12/2019	HART ST	PROVIDENCE	\$3,275.00	customer	actual
6/4/2019	LANCASTER ST	PROVIDENCE	\$3,275.00	customer	actual
12/17/2018	POPLAR ST	PROVIDENCE	\$3,275.00	customer	actual
10/15/2019	PRINCETON AVE.	PROVIDENCE	\$3,275.00	customer	actual
12/6/2018	POWER ST	PROVIDENCE	\$3,295.00	customer	actual
6/8/2018	WILLIAMS ST	PROVIDENCE	\$3,295.00	customer	actual
11/19/2018	APPLETON ST	PROVIDENCE	\$3,300.00	customer	actual
7/1/2019	BOXWOOD AVE	CRANSTON	\$3,300.00	customer	actual
11/5/2019	CARRINGTON AVE	PROVIDENCE	\$3,300.00	customer	actual
4/11/2019	EVERGREEN ST	PROVIDENCE	\$3,300.00	customer	actual
4/25/2019	FIRGLADE AVE.	PROVIDENCE	\$3,300.00	customer	actual
11/9/2018	HAZELWOOD ST.	CRANSTON	\$3,300.00	customer	actual
9/13/2019	LANGDON ST.	PROVIDENCE	\$3,300.00	customer	actual
11/14/2019	LORIMER AVE	PROVIDENCE	\$3,300.00	customer	actual
7/24/2018	MORRIS AVE	PROVIDENCE	\$3,300.00	customer	actual
6/6/2018	PLEASANT VALLEY PKWY	PROVIDENCE	\$3,300.00	customer	actual
4/4/2019	ROYAL ST	PROVIDENCE	\$3,300.00	customer	actual
4/5/2019	TECUMSEH ST	PROVIDENCE	\$3,300.00	customer	actual
11/8/2018	WENTWORTH AVE	CRANSTON	\$3,300.00	customer	actual
9/3/2019	ARNOLD ST	PROVIDENCE	\$3,328.00	customer	estimate
10/8/2019	TOBEY ST.	PROVIDENCE	\$3,335.00	customer	estimate
6/17/2019	BROOKWOOD RD.	CRANSTON	\$3,340.00	customer	actual
12/11/2018	HOPE ST	PROVIDENCE	\$3,345.00	customer	actual
9/6/2018	REDFERN ST	NORTH PROVIDENCE	\$3,348.89	CDBG	actual
10/17/2019	ABBOTT ST.	PROVIDENCE	\$3,354.00	customer	estimate
11/12/2019	CARPENTER ST.	PROVIDENCE	\$3,358.33	customer	estimate
9/28/2018	EAST AVE	NORTH PROVIDENCE	\$3,371.11	CDBG	estimate
10/31/2018	ALMY ST.	PROVIDENCE	\$3,375.00	customer	actual
10/24/2018	BROWN ST.	PROVIDENCE	\$3,375.00	customer	actual
11/26/2018	CAMP ST.	PROVIDENCE	\$3,375.00	customer	actual
12/4/2018	CAMP ST.	PROVIDENCE	\$3,375.00	customer	actual
10/26/2018	CARRINGTON ST.	PROVIDENCE	\$3,375.00	customer	actual
9/6/2019	ELEVENTH ST	PROVIDENCE	\$3,375.00	customer	actual
6/6/2019	FOREST ST	PROVIDENCE	\$3,375.00	customer	actual
12/11/2018	FOREST ST	PROVIDENCE	\$3,375.00	customer	actual
10/22/2018	GOVERNOR ST	PROVIDENCE	\$3,375.00	customer	actual
11/29/2018	JASTRAM ST	PROVIDENCE	\$3,375.00	customer	actual
6/3/2019	LANCASTER ST	PROVIDENCE	\$3,375.00	customer	actual
7/26/2019	LAURISTON ST.	PROVIDENCE	\$3,375.00	customer	actual
12/10/2018	MAYFLOWER ST	PROVIDENCE	\$3,375.00	customer	actual
12/12/2018	MAYFLOWER ST	PROVIDENCE	\$3,375.00	customer	actual
12/12/2018	MAYFLOWER ST.	PROVIDENCE	\$3,375.00	customer	actual
7/25/2019	OVERHILL RD.	PROVIDENCE	\$3,375.00	customer	actual
5/20/2019	POWER ST	PROVIDENCE	\$3,375.00	customer	actual

<u>Date</u>	<u>Street</u>	<u>City/Town</u>	<u>Cost</u>	<u>Funding</u>	<u>Actual/Estimate</u>
12/18/2018	POWER ST	PROVIDENCE	\$3,375.00	customer	actual
12/19/2018	POWER ST	PROVIDENCE	\$3,375.00	customer	actual
6/10/2019	THIRD ST	PROVIDENCE	\$3,375.00	customer	actual
7/3/2019	WILLIAMS ST	PROVIDENCE	\$3,375.00	customer	actual
10/10/2018	ARNOLD ST	PROVIDENCE	\$3,385.00	customer	actual
12/7/2018	CAMP ST.	PROVIDENCE	\$3,387.22	customer	actual
12/11/2018	DOANE AVE	PROVIDENCE	\$3,387.22	customer	actual
5/24/2019	ARNOLD ST	PROVIDENCE	\$3,400.00	customer	actual
10/27/2018	BELAIR AVE	PROVIDENCE	\$3,400.00	customer	actual
11/14/2018	CATALPA RD	PROVIDENCE	\$3,400.00	customer	actual
4/29/2019	CATHEDRAL AVE.	PROVIDENCE	\$3,400.00	customer	actual
5/11/2018	CHESTNUT HILL AVE	CRANSTON	\$3,400.00	customer	actual
4/20/2018	CRANSTON ST	CRANSTON	\$3,400.00	customer	actual
11/15/2018	DORMAN AVE	NORTH PROVIDENCE	\$3,400.00	CDBG	actual
7/26/2018	DOYLE AVE	PROVIDENCE	\$3,400.00	customer	actual
8/10/2018	EAST ST	PROVIDENCE	\$3,400.00	customer	actual
10/17/2018	EAST ST	PROVIDENCE	\$3,400.00	customer	actual
5/7/2018	EDGEWOOD AVE	CRANSTON	\$3,400.00	customer	actual
5/9/2018	EDGEWOOD AVE	CRANSTON	\$3,400.00	customer	actual
5/15/2018	EDGEWOOD AVE	CRANSTON	\$3,400.00	customer	actual
12/4/2019	FORT AVE	CRANSTON	\$3,400.00	customer	actual
3/28/2019	GROSVENOR AVE.	PROVIDENCE	\$3,400.00	customer	actual
5/3/2019	HARDING AVE	CRANSTON	\$3,400.00	customer	actual
7/31/2018	HOPE ST	PROVIDENCE	\$3,400.00	customer	actual
8/8/2018	HOPE ST	PROVIDENCE	\$3,400.00	customer	actual
10/19/2018	HOPE ST	PROVIDENCE	\$3,400.00	customer	actual
4/19/2019	IVY ST	PROVIDENCE	\$3,400.00	customer	actual
5/14/2018	LAKE VIEW RD.	CRANSTON	\$3,400.00	customer	actual
10/1/2019	MOORLAND AVE.	CRANSTON	\$3,400.00	customer	actual
7/30/2018	ROCHAMBEAU AVE	PROVIDENCE	\$3,400.00	customer	actual
8/28/2018	ROSE ST	NORTH PROVIDENCE	\$3,400.00	CDBG	actual
7/11/2019	SALISBURY COURT	CRANSTON	\$3,400.00	customer	actual
4/9/2019	WOODBINE ST	PROVIDENCE	\$3,400.00	customer	actual
4/10/2019	WOODBINE ST	PROVIDENCE	\$3,400.00	customer	actual
10/7/2019	JUDITH ST	PROVIDENCE	\$3,405.00	customer	estimate
10/16/2019	EVERETT AVE	PROVIDENCE	\$3,415.00	customer	estimate
5/13/2019	PARADE ST	PROVIDENCE	\$3,428.33	customer	actual
5/31/2018	ARNOLD ST	PROVIDENCE	\$3,445.00	customer	actual
6/5/2018	TRANSIT ST	PROVIDENCE	\$3,445.00	customer	actual
8/13/2019	VASSAR AVE	PROVIDENCE	\$3,457.33	customer	estimate
10/2/2018	WINDMILL ST	NORTH PROVIDENCE	\$3,459.11	CDBG	actual
8/27/2019	BENEFIT ST	PROVIDENCE	\$3,475.00	customer	actual
9/19/2019	BRENTON AVE.	PROVIDENCE	\$3,475.00	customer	actual
6/17/2019	BROWN ST	PROVIDENCE	\$3,475.00	customer	actual
11/13/2018	CAMP ST.	PROVIDENCE	\$3,475.00	customer	actual
7/15/2019	DANA ST	PROVIDENCE	\$3,475.00	customer	actual

<u>Date</u>	<u>Street</u>	<u>City/Town</u>	<u>Cost</u>	<u>Funding</u>	<u>Actual/Estimate</u>
10/8/2019	DOANE AVE.	PROVIDENCE	\$3,475.00	customer	actual
12/13/2018	FOREST ST	PROVIDENCE	\$3,475.00	customer	actual
5/10/2019	FOREST ST	PROVIDENCE	\$3,475.00	customer	actual
8/8/2019	GRAY ST	PROVIDENCE	\$3,475.00	customer	actual
10/18/2018	HOPE ST	PROVIDENCE	\$3,475.00	customer	actual
10/26/2018	JENKINS ST.	PROVIDENCE	\$3,475.00	customer	actual
6/19/2019	LANCASTER ST	PROVIDENCE	\$3,475.00	customer	actual
7/19/2019	LANCASTER ST	PROVIDENCE	\$3,475.00	customer	actual
12/14/2018	LARCH ST	PROVIDENCE	\$3,475.00	customer	actual
5/13/2019	LARCH ST.	PROVIDENCE	\$3,475.00	customer	actual
10/22/2019	LARCH ST.	PROVIDENCE	\$3,475.00	customer	actual
12/20/2018	MT. PLEASANT AVE	PROVIDENCE	\$3,475.00	customer	actual
7/2/2019	ONTARIO ST	PROVIDENCE	\$3,475.00	customer	actual
12/6/2018	POWER ST	PROVIDENCE	\$3,475.00	customer	actual
10/16/2019	PRINCETON AVE.	PROVIDENCE	\$3,475.00	customer	actual
7/9/2019	RING ST	PROVIDENCE	\$3,475.00	customer	actual
5/15/2019	SAVOY ST	PROVIDENCE	\$3,475.00	customer	actual
10/2/2019	TORONTO AVE	PROVIDENCE	\$3,475.00	customer	actual
9/9/2019	TWELFTH ST	PROVIDENCE	\$3,475.00	customer	actual
10/28/2019	VIEW ST	PROVIDENCE	\$3,475.00	customer	actual
9/23/2019	WINTHROP AVE	PROVIDENCE	\$3,475.00	customer	actual
12/4/2019	HUDSON ST.	PROVIDENCE	\$3,485.00	customer	estimate
12/18/2018	BOW ST	CRANSTON	\$3,490.00	customer	actual
10/11/2018	ARNOLD ST	PROVIDENCE	\$3,495.00	customer	actual
6/19/2019	LONGWOOD AVE	PROVIDENCE	\$3,495.00	customer	actual
6/5/2019	RAY ST	PROVIDENCE	\$3,495.00	customer	actual
9/27/2019	WAYLAND AVE.	PROVIDENCE	\$3,495.00	customer	estimate
11/15/2018	DICKINSON AVE	NORTH PROVIDENCE	\$3,500.00	CDBG	actual
8/22/2018	HOWE ST	NORTH PROVIDENCE	\$3,500.00	CDBG	actual
6/19/2018	JOHN ST	PROVIDENCE	\$3,500.00	customer	actual
4/17/2019	LARCH ST	PROVIDENCE	\$3,500.00	customer	actual
9/26/2019	OAKLAND AVE	CRANSTON	\$3,500.00	customer	actual
5/2/2019	PONTIAC AVE.	CRANSTON	\$3,500.00	customer	actual
4/8/2019	WOODBINE ST	PROVIDENCE	\$3,500.00	customer	actual
10/9/2019	RIDGE ST.	CRANSTON	\$3,500.00	customer	estimate
9/27/2019	SESSIONS ST	PROVIDENCE	\$3,500.00	customer	estimate
12/10/2019	GRAND AVE.	CRANSTON	\$3,525.00	customer	actual
12/18/2018	MYRTLE AVE	CRANSTON	\$3,540.00	customer	actual
10/5/2018	EAST ST	PROVIDENCE	\$3,548.33	customer	actual
8/16/2019	BUTLER AVE.	PROVIDENCE	\$3,555.00	customer	estimate
10/12/2018	CUSHING ST	PROVIDENCE	\$3,558.33	customer	actual
9/27/2019	BRANDON RD.	CRANSTON	\$3,575.00	customer	actual
10/30/2019	CATHEDRAL AVE.	PROVIDENCE	\$3,575.00	customer	actual
8/16/2019	DORA ST.	PROVIDENCE	\$3,575.00	customer	actual
7/22/2019	DOYLE AVE	PROVIDENCE	\$3,575.00	customer	actual
5/14/2019	FIFTH ST	PROVIDENCE	\$3,575.00	customer	actual

<u>Date</u>	<u>Street</u>	<u>City/Town</u>	<u>Cost</u>	<u>Funding</u>	<u>Actual/Estimate</u>
12/12/2018	GEORGE ST	PROVIDENCE	\$3,575.00	customer	actual
8/6/2019	JULIA ST	PROVIDENCE	\$3,575.00	customer	actual
8/13/2019	LORIMER AVE	PROVIDENCE	\$3,575.00	customer	actual
9/18/2019	RHODE ISLAND AVE.	PROVIDENCE	\$3,575.00	customer	actual
9/4/2019	ROCHAMBEAU AVE	PROVIDENCE	\$3,575.00	customer	actual
9/25/2019	RUTHERGLEN AVE.	PROVIDENCE	\$3,575.00	customer	actual
4/24/2019	VASSAR AVE	PROVIDENCE	\$3,575.00	customer	actual
12/20/2018	AUBURN ST	CRANSTON	\$3,593.33	customer	actual
11/14/2019	MODENA AVE	PROVIDENCE	\$3,595.00	customer	estimate
5/3/2018	AUSDALE RD	CRANSTON	\$3,600.00	customer	actual
9/14/2018	BAIRD AVE	NORTH PROVIDENCE	\$3,600.00	CDBG	actual
4/12/2019	BRAMAN ST	PROVIDENCE	\$3,600.00	customer	actual
4/19/2019	BRAMAN ST	PROVIDENCE	\$3,600.00	customer	actual
10/4/2018	DICKINSON AVE	NORTH PROVIDENCE	\$3,600.00	CDBG	actual
9/12/2018	DORMAN AVE	NORTH PROVIDENCE	\$3,600.00	CDBG	actual
9/13/2018	DORMAN AVE	NORTH PROVIDENCE	\$3,600.00	CDBG	actual
11/30/2018	GARFIELD ST	NORTH PROVIDENCE	\$3,600.00	CDBG	actual
7/12/2019	KNOLLWOOD AVE	CRANSTON	\$3,600.00	customer	actual
8/27/2018	LEO AVE	NORTH PROVIDENCE	\$3,600.00	CDBG	actual
11/22/2019	OVERLAND AVE.	CRANSTON	\$3,600.00	customer	actual
9/4/2019	HARKNESS ST	PROVIDENCE	\$3,604.00	customer	estimate
9/4/2019	MESSER ST	PROVIDENCE	\$3,606.00	customer	estimate
12/6/2018	CHARLESFIELD ST	PROVIDENCE	\$3,615.00	customer	actual
10/4/2019	OAK ST.	PROVIDENCE	\$3,615.00	customer	estimate
6/7/2019	METHYL ST	PROVIDENCE	\$3,628.33	customer	actual
9/21/2018	CALAMAN RD	CRANSTON	\$3,633.33	customer	actual
11/7/2018	GOVERNOR ST	PROVIDENCE	\$3,635.00	customer	actual
10/1/2018	OBED AVE	NORTH PROVIDENCE	\$3,640.00	CDBG	actual
8/2/2019	BLAISDELL ST	CRANSTON	\$3,663.33	customer	estimate
11/1/2018	GOVERNOR ST	PROVIDENCE	\$3,665.00	customer	actual
10/17/2019	BLUFF AVE.	CRANSTON	\$3,670.00	customer	estimate
8/5/2019	BAINBRIDGE AVE	PROVIDENCE	\$3,675.00	customer	actual
10/29/2019	LINDY AVE.	PROVIDENCE	\$3,675.00	customer	actual
9/10/2019	PLEASANT ST.	PROVIDENCE	\$3,675.00	customer	actual
9/5/2019	SLATER AVE.	PROVIDENCE	\$3,675.00	customer	actual
8/15/2019	WAVERLY ST.	PROVIDENCE	\$3,675.00	customer	actual
11/20/2019	BENEFIT ST	PROVIDENCE	\$3,700.00	customer	actual
11/7/2019	CONGDON ST.	PROVIDENCE	\$3,700.00	customer	actual
4/16/2019	DANA ST	PROVIDENCE	\$3,700.00	customer	actual
5/22/2018	SEFTON DR	CRANSTON	\$3,700.00	customer	actual
11/1/2018	GOVERNOR ST	PROVIDENCE	\$3,708.33	customer	actual
10/1/2018	OBED AVE	NORTH PROVIDENCE	\$3,709.33	CDBG	actual
9/19/2019	CHISWICK RD.	CRANSTON	\$3,713.33	customer	estimate
8/1/2019	CONCORD AVE	CRANSTON	\$3,713.33	customer	estimate
9/3/2019	BRANCH AVE.	PROVIDENCE	\$3,721.67	customer	estimate

<u>Date</u>	<u>Street</u>	<u>City/Town</u>	<u>Cost</u>	<u>Funding</u>	<u>Actual/Estimate</u>
10/3/2018	VINCENT AVE	NORTH PROVIDENCE	\$3,742.22	CDBG	actual
11/4/2019	WOODBURY ST	PROVIDENCE	\$3,745.00	customer	estimate
3/12/2018	REDFERN ST	NORTH PROVIDENCE	\$3,752.22	CDBG	actual
10/23/2018	ARNOLD ST	PROVIDENCE	\$3,759.44	customer	actual
11/21/2018	DOYLE AVE	PROVIDENCE	\$3,775.00	customer	actual
11/21/2019	FOREST ST	PROVIDENCE	\$3,775.00	customer	actual
8/30/2019	LAUREL AVE.	PROVIDENCE	\$3,775.00	customer	actual
10/10/2018	ARNOLD ST	PROVIDENCE	\$3,795.00	customer	actual
9/30/2019	ARNOLD AVE	CRANSTON	\$3,800.00	customer	actual
11/13/2019	CARLISLE ST	PROVIDENCE	\$3,800.00	customer	actual
6/21/2018	FERNCREST AVE	CRANSTON	\$3,800.00	customer	actual
8/2/2018	INTERVALE ROAD	PROVIDENCE	\$3,800.00	customer	actual
4/23/2019	LARCH ST.	PROVIDENCE	\$3,800.00	customer	actual
5/21/2019	POWER ST	PROVIDENCE	\$3,800.00	customer	actual
3/27/2018	WILLIAMS ST	PROVIDENCE	\$3,800.00	customer	actual
11/26/2019	DALE AVE.	CRANSTON	\$3,800.00	customer	estimate
12/14/2018	MILTON AVE	CRANSTON	\$3,810.00	customer	estimate
6/26/2019	CLEVELAND ST	NORTH PROVIDENCE	\$3,822.22	CDBG	actual
12/5/2018	DANA ST	PROVIDENCE	\$3,825.00	customer	actual
10/17/2019	SUMMIT AVE.	PROVIDENCE	\$3,825.00	customer	estimate
6/25/2019	CLEVELAND ST	NORTH PROVIDENCE	\$3,856.57	CDBG	actual
5/8/2018	GEORGE ST	NORTH PROVIDENCE	\$3,868.67	CDBG	actual
8/9/2019	ACADEMY AVE	PROVIDENCE	\$3,875.00	customer	actual
10/23/2018	COOKE ST	PROVIDENCE	\$3,875.00	customer	actual
11/19/2019	EDGEHILL RD.	PROVIDENCE	\$3,875.00	customer	actual
6/7/2019	FOREST ST	PROVIDENCE	\$3,875.00	customer	actual
7/18/2019	FOREST ST	PROVIDENCE	\$3,875.00	customer	actual
8/29/2019	FOSDYKE ST	PROVIDENCE	\$3,875.00	customer	actual
7/17/2019	HOPE ST	PROVIDENCE	\$3,875.00	customer	actual
7/24/2019	HOPE ST	PROVIDENCE	\$3,875.00	customer	actual
10/17/2019	LARCH ST.	PROVIDENCE	\$3,875.00	customer	actual
6/5/2019	LORIMER AVE	PROVIDENCE	\$3,875.00	customer	actual
5/7/2019	MORRIS AVE	PROVIDENCE	\$3,875.00	customer	actual
5/8/2019	MORRIS AVE	PROVIDENCE	\$3,875.00	customer	actual
11/1/2019	MORRIS AVE	PROVIDENCE	\$3,875.00	customer	actual
11/27/2019	TABER AVE.	PROVIDENCE	\$3,875.00	customer	actual
11/27/2019	TABER AVE	PROVIDENCE	\$3,875.00	customer	estimate
5/24/2018	ALGER AVE	PROVIDENCE	\$3,900.00	customer	actual
12/7/2018	ARNOLD ST	PROVIDENCE	\$3,900.00	customer	actual
7/27/2018	DEXTERDALE RD	PROVIDENCE	\$3,900.00	customer	actual
7/25/2018	EAMES ST	PROVIDENCE	\$3,900.00	customer	actual
6/15/2018	EDGEWOOD AVE	CRANSTON	\$3,900.00	customer	actual
10/23/2019	EVERETT AVE	PROVIDENCE	\$3,900.00	customer	actual
8/6/2018	GOVERNOR ST	PROVIDENCE	\$3,900.00	customer	actual
10/29/2018	IVY ST	PROVIDENCE	\$3,900.00	customer	actual
9/17/2019	LAUREL AVE.	PROVIDENCE	\$3,900.00	customer	actual

<u>Date</u>	<u>Street</u>	<u>City/Town</u>	<u>Cost</u>	<u>Funding</u>	<u>Actual/Estimate</u>
10/5/2018	PINE ST	PROVIDENCE	\$3,900.00	customer	actual
10/9/2018	PINE ST	PROVIDENCE	\$3,900.00	customer	actual
10/10/2018	PINE ST	PROVIDENCE	\$3,900.00	customer	actual
10/11/2018	PINE ST	PROVIDENCE	\$3,900.00	customer	actual
8/3/2018	TRANSIT ST	PROVIDENCE	\$3,900.00	customer	actual
8/7/2018	TRANSIT ST	PROVIDENCE	\$3,900.00	customer	actual
5/16/2018	VICTORY ST	CRANSTON	\$3,900.00	customer	actual
7/10/2019	WENTWORTH AVE	CRANSTON	\$3,900.00	customer	actual
6/14/2018	WESTWOOD AVE	CRANSTON	\$3,900.00	customer	actual
8/1/2018	WILLIAMS ST	PROVIDENCE	\$3,900.00	customer	actual
10/18/2018	VINCENT AVE	NORTH PROVIDENCE	\$3,904.44	CDBG	actual
1/3/2019	ALFRED STONE RD	PROVIDENCE	\$3,925.00	customer	actual
10/11/2018	ARNOLD ST	PROVIDENCE	\$3,925.00	customer	actual
5/21/2019	TABER AVE	PROVIDENCE	\$3,925.00	customer	actual
6/19/2019	DOYLE DR	NORTH PROVIDENCE	\$3,970.00	CDBG	estimate
10/7/2019	WOODBINE ST	PROVIDENCE	\$3,975.00	customer	actual
8/16/2019	PITMAN ST	PROVIDENCE	\$3,975.00	customer	estimate
9/4/2019	WEBSTER AVE	PROVIDENCE	\$3,981.67	customer	estimate
9/4/2019	WEBSTER AVE	PROVIDENCE	\$3,981.67	customer	estimate
11/18/2019	BOYLSTON AVE.	PROVIDENCE	\$4,000.00	customer	actual
10/5/2018	CAMPBELL AVE	NORTH PROVIDENCE	\$4,000.00	CDBG	estimate
5/9/2018	THAYER ST	PROVIDENCE	\$4,025.00	customer	actual
8/15/2019	WICKENDEN ST	PROVIDENCE	\$4,025.00	customer	estimate
12/20/2018	VIEW ST	PROVIDENCE	\$4,065.00	customer	actual
5/30/2018	JOHN ST	PROVIDENCE	\$4,160.00	customer	actual
7/25/2019	BERWICK LANE	CRANSTON	\$4,170.00	customer	estimate
9/13/2019	PROSPECT ST	CRANSTON	\$4,203.33	customer	estimate
11/1/2019	LORIMER AVE	PROVIDENCE	\$4,225.00	customer	estimate
3/6/2018	GEORGE ST	NORTH PROVIDENCE	\$4,264.44	CDBG	estimate
11/8/2018	KLONDIKE ST	PROVIDENCE	\$4,265.00	customer	actual
6/6/2019	DOANE AVE.	PROVIDENCE	\$4,275.00	customer	actual
8/14/2019	LLOYD AVE	PROVIDENCE	\$4,281.67	customer	estimate
10/2/2018	ATWOOD AVE	NORTH PROVIDENCE	\$4,300.00	CDBG	actual
9/20/2019	BELAIR AVE	PROVIDENCE	\$4,300.00	customer	actual
5/22/2019	BROOK ST.	PROVIDENCE	\$4,300.00	customer	actual
5/25/2018	FARNUM PIKE	SMITHFIELD	\$4,300.00	customer	actual
4/26/2019	LARCH ST.	PROVIDENCE	\$4,300.00	customer	actual
12/18/2019	BOWEN ST.	PROVIDENCE	\$4,300.00	customer	estimate
5/28/2019	DOYLE DR	NORTH PROVIDENCE	\$4,300.00	CDBG	estimate
5/29/2019	HOMEWOOD AVE	NORTH PROVIDENCE	\$4,300.00	CDBG	estimate
5/30/2019	HOPE ST	NORTH PROVIDENCE	\$4,300.00	CDBG	estimate
6/26/2019	LANTAGNE AVE	NORTH PROVIDENCE	\$4,300.00	CDBG	estimate
11/15/2019	BOYLSTON AVE.	PROVIDENCE	\$4,330.00	customer	estimate
9/24/2019	URBAN AVE	NORTH PROVIDENCE	\$4,342.22	CDBG	actual
7/8/2019	BROADWAY	PROVIDENCE	\$4,375.00	customer	actual

<u>Date</u>	<u>Street</u>	<u>City/Town</u>	<u>Cost</u>	<u>Funding</u>	<u>Actual/Estimate</u>
8/12/2019	HOPE ST	PROVIDENCE	\$4,375.00	customer	actual
6/14/2019	LANGHAM RD	PROVIDENCE	\$4,375.00	customer	actual
5/6/2019	MORRIS AVE	PROVIDENCE	\$4,375.00	customer	actual
9/27/2019	LAUREL AVE.	PROVIDENCE	\$4,378.33	customer	estimate
10/29/2019	FOSDYKE ST	PROVIDENCE	\$4,388.33	customer	estimate
10/2/2019	HOPE ST	PROVIDENCE	\$4,390.00	customer	estimate
10/3/2018	LINCOLN AVE	NORTH PROVIDENCE	\$4,413.30	CDBG	actual
12/19/2018	EDGEWOOD AVE	CRANSTON	\$4,413.33	customer	actual
10/4/2019	PORTER ST	PROVIDENCE	\$4,421.67	customer	estimate
12/26/2019	DOYLE DR	NORTH PROVIDENCE	\$4,440.00	CDBG	estimate
10/15/2019	EVERETT AVE	PROVIDENCE	\$4,490.00	customer	estimate
6/6/2018	WILLIAMS ST	PROVIDENCE	\$4,495.00	customer	actual
12/3/2018	SHEFFIELD AVE	NORTH PROVIDENCE	\$4,500.00	CDBG	actual
9/12/2019	WINDMILL ST	NORTH PROVIDENCE	\$4,500.00	CDBG	actual
5/31/2019	HOMEWOOD AVE	NORTH PROVIDENCE	\$4,500.00	CDBG	estimate
6/26/2019	WATAUGA AVE	NORTH PROVIDENCE	\$4,500.00	CDBG	estimate
5/22/2019	ROSE CT.	PROVIDENCE	\$4,503.00	customer	actual
12/27/2019	EDGEWOOD BLVD	PROVIDENCE	\$4,508.33	customer	estimate
6/19/2019	DOYLE DR	NORTH PROVIDENCE	\$4,523.33	CDBG	estimate
11/18/2019	EVERGREEN ST	PROVIDENCE	\$4,535.00	customer	estimate
11/5/2019	HALSEY ST.	PROVIDENCE	\$4,548.33	customer	estimate
6/27/2019	HOPE ST	NORTH PROVIDENCE	\$4,550.00	CDBG	estimate
12/19/2018	BARTLETT AVE	CRANSTON	\$4,560.00	customer	actual
10/11/2018	ARNOLD ST	PROVIDENCE	\$4,608.33	customer	actual
10/21/2019	TABER AVE.	PROVIDENCE	\$4,674.00	customer	actual
12/12/2018	BROOK ST.	PROVIDENCE	\$4,697.22	customer	actual
11/30/2018	BAIRD AVE	NORTH PROVIDENCE	\$4,700.00	CDBG	actual
11/16/2018	FERNCREST BLVD	NORTH PROVIDENCE	\$4,700.00	CDBG	actual
11/5/2018	UNION AVE	NORTH PROVIDENCE	\$4,700.00	CDBG	actual
9/26/2019	LANCASTER ST	PROVIDENCE	\$4,711.67	customer	estimate
10/23/2019	FOREST ST	PROVIDENCE	\$4,748.00	customer	estimate
8/15/2019	ORIOLE AVE	PROVIDENCE	\$4,761.67	customer	estimate
5/21/2018	NARRAGANSETT BLVD	CRANSTON	\$4,800.00	customer	actual
9/11/2019	BENEFIT ST	PROVIDENCE	\$4,875.00	customer	actual
7/5/2019	FOREST ST	PROVIDENCE	\$4,875.00	customer	actual
9/3/2019	GOVERNOR ST.	PROVIDENCE	\$4,875.00	customer	actual
9/24/2019	MANTON AVE	PROVIDENCE	\$4,875.00	customer	actual
5/9/2019	MORRIS AVE	PROVIDENCE	\$4,875.00	customer	actual
12/13/2019	MOUNT AVE.	PROVIDENCE	\$4,875.00	customer	actual
9/23/2019	JANE ST	NORTH PROVIDENCE	\$4,890.00	CDBG	actual
11/20/2018	BARBERRY HILL	PROVIDENCE	\$4,900.00	customer	actual
8/9/2018	TRANSIT ST	PROVIDENCE	\$4,900.00	customer	actual
8/9/2018	SHIRLEY BLVD	CRANSTON	\$4,910.00	customer	actual
9/3/2019	ORMS ST	PROVIDENCE	\$4,915.00	customer	estimate
7/16/2019	HOPE ST	PROVIDENCE	\$4,975.00	customer	actual
6/7/2018	ARLINGTON AVE	PROVIDENCE	\$5,045.00	customer	actual

<u>Date</u>	<u>Street</u>	<u>City/Town</u>	<u>Cost</u>	<u>Funding</u>	<u>Actual/Estimate</u>
10/23/2019	FOREST ST	PROVIDENCE	\$5,115.00	customer	estimate
10/23/2019	MORRIS AVE	PROVIDENCE	\$5,121.67	customer	estimate
11/2/2018	GOVERNOR ST	PROVIDENCE	\$5,341.67	customer	actual
9/26/2018	FENWAY ST	NORTH PROVIDENCE	\$5,434.44	CDBG	actual
6/11/2019	EAMES ST	PROVIDENCE	\$5,495.00	customer	actual
7/22/2019	EDGEWOOD BLVD	PROVIDENCE	\$5,508.33	customer	estimate
6/11/2019	BROWN ST.	PROVIDENCE	\$5,875.00	customer	actual
10/16/2018	HOPE ST	PROVIDENCE	\$5,900.00	customer	actual
3/5/2018	LINCOLN AVE	NORTH PROVIDENCE	\$5,917.78	CDBG	actual
11/2/2018	WOOD ST.	PROVIDENCE	\$5,975.00	customer	actual
8/8/2019	TAFT ST	CRANSTON	\$6,330.00	customer	estimate
4/16/2019	PARK AVE	CRANSTON	\$6,430.00	customer	actual
12/10/2018	RIVER AVE	PROVIDENCE	\$6,697.88	customer	actual
10/30/2018	BENEFIT ST	PROVIDENCE	\$6,800.00	customer	actual
10/22/2018	CRANSTON ST	CRANSTON	\$7,041.11	customer	actual
11/25/2019	HOPE ST	PROVIDENCE	\$8,405.00	customer	estimate
10/15/2018	ARNOLD ST	PROVIDENCE	\$9,500.00	customer	actual
3/18/2019	HOPE ST	PROVIDENCE	\$12,130.32	customer	actual
11/27/2018	SMITH ST	NORTH PROVIDENCE	\$12,900.00	CDBG	actual
8/23-8/24/2018	WOONASQUATUCKET AVE	NORTH PROVIDENCE	\$15,000.00	customer	actual
10/4/2018	DICKINSON AVE	NORTH PROVIDENCE		CDBG	

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Division of Public Utilities and Carriers Data Request – Set 1 December 18, 2019

DIV 1-40. Central Operations Facility.

- What was the final cost of the COF? Please show the final costs by account and amount.
- How did the final cost compare with the budgeted amounts? Identify, quantify and explain any significant budget variances related to completing the COF.

RESPONSE:

- The breakdown below shows the final cost of the COF.

	<u>Projected</u>	<u>Actual</u>
Total Bond Proceeds	\$ 30,000,000.00	\$ 30,000,000.00
Cost of Issuance	\$ 150,000.00	\$ 78,895.82
Loan Origination Fee	\$ 300,000.00	\$ 300,000.00
Deposit to Debt Service Reserve Fund	\$ 2,066,200.00	\$ 1,947,785.79
Total Bond Procurement Costs	\$ 2,516,200.00	\$ 2,326,681.61
Amount of Bond Funds Available to Spend	\$ 27,483,800.00	\$ 27,673,318.39
(SRF Req #1) Cash at Closing	\$ 10,137,154.50	\$ 10,137,154.50
(SRF Req #2) Reimbursement for deposit on 125 Dupont Drive	\$ 250,000.00	\$ 250,000.00
Amount of Building Purchase	\$ 10,387,154.50	\$ 10,387,154.50
Bond amount available for Design and Construction	\$ 17,096,645.50	\$ 17,286,163.89
COF Design and Construction Administration	\$ 925,512.00	\$ 884,066.48
Furniture Dismantle, Assemble, Disposal	\$ 250,000.00	\$ 250,000.00
	\$ 1,175,512.00	\$ 1,134,066.48
Total Bond Funds for Construction	\$ 15,921,133.50	\$ 16,152,097.41
Total Construction Expenditures		\$ 16,137,858.41
Actual Bond Funds Remaining		\$ 14,239.00

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Division of Public Utilities and Carriers

Data Request – Set 1

December 18, 2019

- b. The cost of the purchase, renovation, and bond procurement for the COF did not exceed \$30 million. The total bond procurement cost of the \$30 million bond was \$2,326,681.61. The purchase of the property was \$10,387,154.50. Subtracting the total bond procurement costs and purchase price from the \$30 million bond left a remaining balance of \$17,286,163.89 for the building renovations. Total design and construction costs were \$17,271,924.89 which left a remaining balance of \$14,239.00 which was used as a Debt Service Payment.

The actual bond procurement costs and Deposit to the Debt Service Reserve was lower by \$189,518.39 than the projected. The Design and Construction Administration came in under budget by \$41,445.52. This resulted in a total savings of \$230,963.91 which was added to the construction budget.

Providence Water Docket 4994

Division of Public Utilities and Carriers Data Requests - Set 1 December 18, 2019

DIV 1-41. Restricted fund balances. Refer to the prefiled direct testimony of Nancy Parrillo. Identify the balances in each of the following funds as of each date, (1) beginning of test year, (2) end of test year, (3) December 31, 2019, ending balances projected for each fiscal year: (4) FY 2020, (5) FY 2021, (6) FY 2022 and (7) FY 2023:

- a. Capital Fund;
- b. Western Cranston Fund;
- c. Infrastructure Replacement Fund;
- d. AMR/Meter Replacement Fund;
- e. Equipment/Vehicle Replacement Fund;
- f. Insurance Fund;
- g. Chemicals/Sludge Management Fund;
- h. Property Tax Refund Fund;
- i. Private Side Lead Service Replacement Fund; and
- j. Revenue Reserve Fund.

RESPONSE:

- a. See Schedule HJS-10a.
- b. See Schedule HJS-10b.
- c. See Schedule HJS-10c.
- d. See Schedule HJS-10d.
- e. See Schedule HJS-10e.
- f. See Schedule HJS-10f.
- g. See Schedule HJS-10g.
- h. See Schedule HJS-10h.
- i. See Schedule HJS-10i.
- j. See Schedule HJS-10j.

The December 31, 2019 balances are not available at this time. They will be provided when the month of December is closed.

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Division of Public Utilities and Carriers Data Requests - Set 1 December 18, 2019

DIV 1-42. Information Technology. Refer to the direct testimony of Stephen Colman. Does Providence Water maintain budget-to-actual comparisons for Information Technology? If not, explain fully why not. If so, identify and provide the Information Technology budget-to-actual comparisons for (1) the test year, (2) calendar year 2019, and (3) for calendar years 2018 and 2017.

RESPONSE :

Yes, Providence Water does maintain budget-to-actual comparisons for Information Technology. Please see the attached Schedule DIV 1-42 Budget-to-Actual Comparisons for FY 2017, 2018, and 2019. We do not report on a calendar year basis.

Providence Water Supply Board
Docket 4994
Division of Public Utilities and Carriers
Budget to Actual Comparisons FY 17 -FY 19

DIV 1 - 42

Account	Budget	FY2019 Actual	Variance
Salaries & Benefits	607,907.00	739,473.00	(131,566.00)
Fees not classified	216,104.00	192,980.00	23,124.00
Maintenance & Service	283,598.00	282,829.00	769.00
Travel	3,000.00	579.00	2,421.00
Misc. Professional Fees	183,896.00	98,690.00	85,206.00
Office Supplies	10,100.00	10,107.00	(7.00)
Reference Books	2,000.00	1,727.00	273.00
Computer Equipment	65,700.00	188,333.00	(122,633.00)
TOTAL Operations	1,372,305.00	1,514,718.00	(142,413.00)
TOTAL Equipment (Fund 875)	550,000.00	991,999.00	(441,999.00)
TOTAL Information Technology	1,922,305.00	2,506,717.00	(584,412.00)

Account	Budget	FY2018 Actual	Variance
Salaries & Benefits	741,491.00	746,782.00	(5,291.00)
Fees not classified	371,500.00	313,481.00	58,019.00
Maintenance & Service	221,500.00	199,170.00	22,330.00
Travel	3,000.00	2,839.00	161.00
Misc. Professional Fees	-	-	-
Office Supplies	10,968.00	6,344.00	4,624.00
Reference Books	1,774.00	1,451.00	323.00
Computer Equipment	14,255.00	6,930.00	7,325.00
TOTAL Operations	1,364,488.00	1,276,997.00	87,491.00
TOTAL Equipment (Fund 875)	550,000.00	168,441.00	381,559.00
TOTAL Information Technology	1,914,488.00	1,445,438.00	469,050.00

Account	Budget	FY2017 Actual	Variance
Salaries & Benefits	542,850.00	611,407.00	(68,557.00)
Fees not classified	242,500.00	203,887.00	38,613.00
Maintenance & Service	224,500.00	171,961.00	52,539.00
Travel	5,000.00	2,774.00	2,226.00
Misc. Professional Fees	-	-	-
Office Supplies	15,000.00	10,057.00	4,943.00
Reference Books	2,000.00	1,603.00	397.00
Computer Equipment	20,000.00	9,365.00	10,635.00
TOTAL Operations	1,051,850.00	1,011,054.00	40,796.00
TOTAL Equipment (Fund 875)	431,275.00	118,759.00	312,516.00
TOTAL Information Technology	1,483,125.00	1,129,813.00	353,312.00

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DIV 1-43. Exhibit 5 is a union contract effective July 1, 2019 through June 30, 2022. Show by account and amount, the labor costs covered by that union contract and used by Providence Water for projecting its revenue requirement, for each period:

- a. Fiscal year ending June 30, 2020;
- b. Fiscal year ending June 30, 2021;
- c. Fiscal year ending June 30, 2022; and
- d. Also show and explain in detail how Providence Water projected union labor costs, by account for the fiscal year/rate year ending June 30, 2023.

RESPONSE: In response to request DIV 1-43 sections a, b and c, please see attached Schedule DIV 1-43 (a)(b)(c) – Labor Costs Covered by Current Union Contract Fiscal Years 2020 through 2023.

In response to request DIV 1-43 section d, the union labor costs for Fiscal Year 2023 were projected using an estimated union contract wage increase of 2.5%.

Schedule DIV 1-43 (a)(b)(c)

Providence Water

Labor Costs Covered by Union Contract Fiscal Years 2020 through 2023.

WATER SUPPLY BOARD LABOR COSTS

Fiscal Year 2020 through 2023

		Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
60110	Salaries & Wages - Emp	\$847,681	\$864,635	\$890,574	\$912,838
60120	Salaries & Wages - Emp	\$565,819	\$577,135	\$594,449	\$609,311
60130	Salaries & Wages - Emp	\$2,558,206	\$2,609,370	\$2,687,651	\$2,754,843
60140	Salaries & Wages - Emp	\$293,722	\$299,596	\$308,584	\$316,299
60150	Salaries & Wages - Emp	\$569,080	\$580,462	\$597,876	\$612,822
60160	Salaries & Wages - Emp	\$3,067,923	\$3,129,281	\$3,223,160	\$3,303,739
60170	Salaries & Wages - Emp	\$2,134,831	\$2,177,528	\$2,242,854	\$2,298,925
60180	Salaries & Wages - Emp	\$6,076,216	\$6,291,044	\$6,575,877	\$6,838,779
Total Salaries and Wages		\$16,113,478	\$16,529,051	\$ 17,121,025	\$ 17,647,556

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DIV 1-44. What amounts of non-union labor costs, by account, has Providence Water incurred (a - c) or projected (d - g) for each period:

- a. Fiscal year ending June 30, 2018;
- b. Fiscal year ending June 30, 2019;
- c. Calendar 2019;
- d. Fiscal year ending June 30, 2020;
- e. Fiscal year ending June 30, 2021;
- f. Fiscal year ending June 30, 2022; and
- g. Fiscal year/rate year ending June 30, 2023.

RESPONSE: Labor costs summarized by account are tracked in total only, and cannot be broken down between union and non-union allocations.

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DIV 1-45. What amounts of total labor costs, by account, has Providence Water incurred (a - c) or projected (d - g) for each period:

- a. Fiscal year ending June 30, 2018;
- b. Fiscal year ending June 30, 2019;
- c. Calendar 2019;
- d. Fiscal year ending June 30, 2020;
- e. Fiscal year ending June 30, 2021;
- f. Fiscal year ending June 30, 2022; and
- g. Fiscal year/rate year ending June 30, 2023.

RESPONSE: Please see attached Schedule DIV 1-45 – Labor Costs Incurred and Projected Fiscal Years 2018 through 2023, Calendar Year 2019.

Schedule DIV 1-45
Providence Water
Labor Costs Incurred and Projected Fiscal Years 2018 through 2023, Calendar Year 2019

WATER SUPPLY BOARD LABOR COSTS Fiscal Year 2018 through 2023									
		Fiscal Year 2018	Fiscal Year 2019	Calender Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	
60110	Salaries & Wages - Emp	\$ 740,012	\$ 777,108	\$ 745,231	\$ 847,681	\$ 864,635	\$ 890,574	\$ 912,838	
60120	Salaries & Wages - Emp	452,080	391,728	416,488	565,819	577,135	594,449	609,311	
60130	Salaries & Wages - Emp	1,970,349	2,186,695	2,229,869	2,438,912	2,487,690	2,562,321	2,626,379	
60140	Salaries & Wages - Emp	394,448	404,918	296,396	413,016	421,276	433,915	444,763	
60150	Salaries & Wages - Emp	752,211	557,922	583,932	569,080	580,462	597,876	612,822	
60160	Salaries & Wages - Emp	2,841,249	2,880,826	3,030,133	3,067,923	3,129,281	3,223,160	3,303,739	
60170	Salaries & Wages - Emp	1,914,408	1,945,516	1,873,237	2,134,831	2,177,528	2,242,854	2,298,925	
60180	Salaries & Wages - Emp	5,552,523	5,489,507	5,593,491	6,076,216	6,291,044	6,575,877	6,838,779	
Total Salaries and Wages		\$ 14,617,280	\$ 14,634,220	\$ 14,768,777	\$ 16,113,478	\$ 16,529,051	\$ 17,121,025	\$ 17,647,555	