CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

APPROVAL OF MINUTES:

- October 15, 2019 Executive Session
- November 6, 2019 Work Session (bike path)
- November 18, 2019 Executive Session
- December 9, 2019 Executive Session

ANNOUNCEMENTS/PRESENTATIONS:

PUBLIC HEARING/DECISION – 8:00 PM:

A MOTION TO SCHEDULE a public hearing to consider a text amendment to Section 7.13 of the Zoning Ordinance of the Town of Narragansett (Parking or storage of commercial or recreational vehicles).

- A MOTION TO REFER the draft ordinance to the Planning Board for review and recommendation.

CONSENT AGENDA:

All items listed on the Consent Agenda are considered to be routine or have been previously reviewed by the Town Council, and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the General Order of Business, and considered in its normal sequence on the Agenda.

1. A MOTION TO APPROVE the one-year contract extension for Heating Fuel with Peterson’s Oil Services, Inc. at their bid price of $0.1095 differential over the lowest Providence Terminal Tank Car Price as posted daily for No. 2 heating oil; the on-call hourly service rate of $95.00 for regular hours; and the on-call hourly service rate of $125.00 for overtime hours, under the same terms and conditions as the previous contract.

2. A MOTION TO APPROVE the one-year contract extension for OEM Plow Parts for the Public Works Department with DeJana Truck Equipment Co, Inc., at the percentage discount off list prices of 25.1%, under the same terms and conditions as the original contract.

3. A MOTION TO APPROVE the one-year contract extension for Pest Control Services – Town wide with Falcon Pest Services, LLC, at their bid price of $17.00 per building, per month, under the same terms and conditions as the original contract.

4. A MOTION TO APPROVE the request from the Parks and Recreation Department to enter into a performance contract with Roomful of Blues (Managed by Midwood Entertainment, LLC) to perform during Gansett Days on September 19, 2020 for the amount of $3,000.00.

5. A MOTION TO APPROVE the annual software support contract agreement for the RecPro Recreation Management System from RC Systems, Inc., in the amount of $4,050.00.

6. A MOTION TO APPROVE the annual Power DMS Document Management Subscription Fee for the Police Department from Innovative Data Solutions, Inc. d/b/a PowerDMS, Inc., in the amount of $3,825.80.

7. A MOTION TO APPROVE the purchase of Nuance PowerPDF Advanced software for Information Technology from Zones, LLC, pursuant to the NCPA contract, in the amount of $4,003.20.

8. A MOTION TO APPROVE the renewal of nine (9) annual maintenance licenses for existing GIS software and three (3) annual maintenance licenses for existing ArcPad GIS software from Environmental Systems Research Institute (ESRI), in the amount of $5,350.00.

9. A MOTION TO APPROVE the contract extension for Fiber Optic System Maintenance and Improvement Services with Sertex, LLC for a one-year period at their revised hourly rates to meet State prevailing wages for regular and emergency services and their percentage mark-ups for parts, materials, and equipment, under the same terms and conditions as the original contract.

10. A MOTION TO AWARD the bid for Professional Stenographic Reporting Services to three (3) bidders: Lisa Thacker, Alesha Cerrito, and Dianne Edson at their quoted rates/prices for a two-year period, in order to have a pool of qualified stenographers available for public hearings of the Town Council and various boards.

OLD BUSINESS:

NEW BUSINESS:

FIRE DEPARTMENT

11. A MOTION TO APPROVE the replacement of one firefighter due to retirement.
PARKS AND RECREATION DEPARTMENT

12. A MOTION TO APPROVE the request from URI Kappa Sigma Fraternity to conduct a Polar Plunge for Military Heroes Campaign at the Town Beach on Sunday February 23, 2020 from 8:00 AM to 1:00 PM, subject to state and local regulations.

13. A MOTION TO APPROVE the request from the Narragansett Little League for their annual Opening Day Parade to be held on Saturday May 2, 2020 at 10:00 AM, subject to state and local regulations.


COMMUNITY DEVELOPMENT DEPARTMENT

15. A MOTION TO REVIEW and discuss the Hazard Mitigation Plan yearly progress report and to receive and place it on file.

16. A MOTION TO READ, PASS AND ADOPT as a Second Reading “An ordinance in amendment of Chapter 731 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled “Zoning”, specifically text revisions at Section, 4.7 (Special Flood Hazard Overlay District).

ENGINEERING DEPARTMENT

17. A MOTION TO AUTHORIZE the Town Manager to sign the Net Metering Credit Sales Agreement with Founder’s Homestead Farm Solar, LLC, and the Estoppel Certificates for Founder’s Homestead Farm Solar, LLC and University Solar, LLC.

18. A MOTION TO APPROVE the restoration work at Kinney Avenue Water Division Office to be completed by Abcore Restoration Company, Inc., in the amount of $34,893.00.

PUBLIC WORKS DEPARTMENT

19. A MOTION TO APPROVE the filling of the position of Heavy Equipment Operator and any subsequent vacancies due to a resignation.

TOWN CLERK

20. A MOTION TO APPOINT two individuals to the Juvenile Hearing Board with one two-year term ending 11/01/2021 and one three-year term ending 11/01/2022.

TOWN MANAGER

21. A MOTION TO APPROVE the one-year contract extension for Wastewater Laboratory Analysis with Premier Laboratory Division of Microbac Labs, Inc. at their quoted bid prices and rates, under the same terms and conditions as the original contract.

22. A MOTION TO AWARD the bid for Tax Sale Title Search to the lowest bidder, Taft & McSally, LLP, at their quoted bid prices ($89.00 per title exam; $100.00 per collector’s deed; and $8.00 per postage/notice) for the 2020 tax sale.

TOWN COUNCIL

23. A MOTION TO ADOPT an emergency ordinance providing for a moratorium on building and development, under the provisions of Section 2-1-9(b) of the Town Charter.

24. A MOTION TO DESIGNATE the Narragansett Community Center as the termination point of the South County Bike Path and INSTRUCT town staff to inform the R.I. Department of Transportation (DOT) of this policy.

OPEN FORUM:

Please conduct yourself in an orderly and respectful fashion. The comments of citizens accessing this portion of our meeting are neither adopted nor endorsed by this body, but are heard as requested.

EXECUTIVE SESSION:

ADJOURNMENT:

Note: Documentation (if any) for items listed on this Agenda is available for public inspection, a minimum of 24 hours prior to the meeting, at any time during regular business hours at Town Clerk’s Office, 25 Fifth Avenue, Narragansett, RI 02882. Interpreters for the hearing impaired can be made available at any meeting provided a request is received a minimum of three (3) business days prior to said meeting.
TO:          James R. Tierney, Town Manager
FROM:       Theresa C. Donovan, CMC, Town Clerk
SUBJECT:    Approval of Town Council Minutes

RECOMMENDATION:
That the Town Council approves the minutes from the following meeting:

- October 15, 2019     Executive Session
- November 6, 2019    Work Session (bike path)
- November 18, 2019   Executive Session
- December 9, 2019    Executive Session

SUMMARY:
Attached are the minutes as in accordance with state law. Executive Session minutes have been voted sealed.

ATTACHMENTS:
1. November 6, 2019 work session minutes
A Work Session Meeting of the Town of Council of the Town of Narragansett was held on Wednesday, November 6, 2019 at the Narragansett Town Hall.

Present: Matthew M. Mannix, President
Jill A. Lawler, President Pro Tem
Richard Lema, Member
Jesse Pugh, Member
James R. Tierney, Town Manager

Absent: Patrick Murray, Member

Also present: Michael DeLuca, Community Development Department Director

Council President Mannix called the meeting to order at 6:05 PM. The purpose of the work session was to consider a response to the RI Department of Transportation’s (RIDOT) readiness review regarding the preferred alternative alignment for design and construction of the William C. O’Neil Bike Path extension, as continued from the October 21, 2019 work session.

Council President Mannix explained that the town needed to make a recommendation to the state now that there had been considerable reduction in the funding. The state cut the bike path funding because they are focusing on roads and infrastructure instead. Originally the plan was for the bike path to go through Canonchet Farm. Obstacles such as wetlands have made this option cost prohibitive with the reduction in state funding.

Director DeLuca gave a summary of what had been presented at the last work session. He then presented the options that RIDOT suggested: 1) continuing to the former railroad embankment near the Community Center to Sprague Park to Strathmore Street, then on to Wanda Street and Othmar Street as one ways to/from the Anne Hoxsie Lane parking lot; 2) making only Wanda Street a one-way; or 3) extending the path only to Sprague Park with signage and an informational kiosk at that point. If Wanda Street was used alone as a one-way street, it would include a two-way bike path. Examples of sharrows (shared lane markings), signage, and kiosks were shown. Another option was to do nothing more. Director DeLuca stated that option #1 was RIDOT’s recommendation.

Council President Mannix stated that RIDOT wanted to see an amended bike path plan. He reiterated the options. The more work to be done, the more funds would be needed. RIDOT has cut $5 million from the funding. RIDOT funds would cover each of the three suggested options outlined, with no cost to the town.

Councilor Pugh made the suggestion to stop the dedicated bike path before Wanda and Othmar Streets and pick it up after that point. Director DeLuca stated that there would at least have to be signage.
Manager Tierney mentioned that he spoke to at least seven individuals relative to the bike path. The common threads in these conversations were to not exceed the available state money, do not make one-way streets, and do not make significant modifications to the streets themselves.

Councilor Lema stated that he lives on Mumford Road without any problems from the bike path. Sometimes adjustments are needed, and sometimes these adjustments will upset neighborhoods. Traffic on Mumford Road has increased in the summer with people headed to the beach. However, if traffic direction changes due to the bike path in the area of the school were not required, it would be hard to convince him to upset the Wanda/Othmar Streets neighborhood. He suggested ending the bike path where it currently ends, improving it by adding signage to help people get to the beach.

Council President Mannix asked for public comments on the options presented.

Several people spoke against the Othmar and Wanda Streets options. They expressed concerns for safety of both the drivers and bicyclists. Many mentioned that it was a congested area with many driveways and were worried about visibility. Some commented that summer traffic has made it nearly impossible to bike safely during those months. On-street parking was another concern, especially if sharrows were established where people currently park. Director DeLuca commented that sharrows would be in the travel lane, 4 to 5 feet from the curb in this case.

Some people also suggested ending the bike path at Sprague Park, with added signage, an informational kiosk, and a rest facility.

RI Representative Teresa Tanzi spoke about being an advocate for the bike path so people get to the beach safely. She said she was not convinced that these alternatives were the best options. People from Providence, Newport, etc. were advocating for the Narragansett bike path. She stated that there were 10 to 12 weeks of tourists, so that would leave 40 weeks that others want to use bike paths. Rep. Tanzi noted Narragansett has different traffic patterns than South Kingstown. She said there are tourists who do not know where they are going, others who may not be aware of biking, and people who may not be the best bikers. Rep. Tanzi said she did not support using Wanda or Othmar Streets. She felt that the last place to have a bike path was on a neighborhood street. This would create a huge safety concern. She suggested it might be possible to go through another area of Canonchet Farm that would have less impact on the wetlands. She also suggested having a meeting with RIDOT here in Narragansett. She felt funding was lost due to a lack of continuity on this project. Director DeLuca interjected that there were several meetings with RIDOT to try to keep this project moving. Rep. Tanzi said not extending the bike path to the beach would be a tragic end to a beautiful idea. She said there needed to be more work with RIDOT to come up with a viable plan to get to the beach, acknowledging additional funding would be needed. Several audience members agreed.

Other concerns raised during the meeting included power lines in the area of the old railroad, disturbing the habitat in the Canonchet Farm area, the need for a properties committee to review the plan, the fact that bike paths are used by walkers, children on bikes, parents with baby carriages, people with wheelchairs, as well as bikers, and the need to look into long-term solutions.
David Smith, a member of the Bicycle/Pedestrian Committee, stated that phase 4 would be completed under budget. Phase 4b would get RIDOT funds, and be designed to get to the beach which, he said was a condition of funding. Bikers already use Narragansett Avenue and Wanda Street to get to the beach. He said Wanda Street was safer than Narragansett Avenue. He made other suggestions for options.

The majority of audience members and speakers at this meeting were against the Othmar/Wanda Streets plan.

Council President Mannix commented that, with all the safety concerns involved with going down Wanda and Othmar Streets, the natural spot to end the bike path was at the Community Center on Mumford Road. This would also be the least expensive option.

Councilor Lawler stated that she was in agreement with the neighborhood, and opposed the Othmar and/or Wanda Streets option. She agreed the solution was to stop at the Community Center. She said this would be a good option until Rep. Tanzi could secure more funding.

Councilor Pugh did not support the Othmar/Wanda Streets option. He felt it was essential to get to the beach, so he did not want the path to be dead ended at the Community Center or Sprague Park. He preferred to see a preliminary plan through Canonchet Farm to ensure the path extended to the beach, and said he would not commit to anything short of that.

Councilor Lema said he did not approve of the Othmar/Wanda Streets options. He noted one of the original options was to use the old railroad right-of-way behind the Community Center, at a cost between seven and eight million dollars. He said the bike path could end where it is right now, and the town could go back later to consider future options.

Council President Mannix reminded everyone that the reason for the work session was that the State was no longer going to fund the Canonchet Farm option. He stated that the plan for the bike path ending at the Community Center would be the option that would be prepared for a future Town Council agenda and vote.

Council President Mannix asked anyone interested in being notified when this matter would be on another agenda to provide contact information to the clerk.

ADJOURNMENT: Meeting adjourned at 7:48 PM.

ATTEST: Minutes Accepted as Presented/Amended.

Janet Tarro
Council Clerk Pro Tem

Theresa C. Donovan, CMC
Council Clerk
TO: James R. Tierney, Town Manager
FROM: Michael J. DeLuca, Community Development Director
SUBJECT: To Schedule a public hearing for amendment to Narragansett’s Code of Ordinances addressing recreational vehicles in residential zoning districts

RECOMMENDATION:
That the Town Council SCHEDULE A PUBLIC HEARING to consider a text amendment to the Section 7.13 of the Zoning Ordinance of the Town of Narragansett, - Parking or Storage of Commercial or Recreational Vehicles.

That the Town Council REFER THE DRAFT ORDINANCE to the Planning Board for review and recommendation.

SUMMARY:
In the past several months the Zoning Officer, Tony Santilli has received many calls regarding the placement, and size of campers being stored in residential zones around Town. In doing site visits Tony realized that many of the vehicles are larger than the town permits in the ordinance. After researching this topic Staff has learned that the average size of campers has increased. Modern, 5th wheel campers and Class A Motorhomes can extend up to 44 feet in length and get as tall as 14.8 feet including roof top mechanical hardware.

While researching possible text amendments, Staff wanted allow the maximum size RV to be stored if the lot meets certain minimum requirements. Suggested changes include a clause requiring a vegetative buffer be added to reduce the visual impact of RVs on living units within 50 feet. This requirement could be waived if the subject lot abuts a wooded / non-developed area. There is a proposed 7 foot height requirement for any newly planted vegetative buffers and a requirement for maintenance of a healthy dense buffer which “shields” the vehicle from view. Seven (7) foot height at planting has been suggested since it will provide sufficient initial coverage before growth, while not exceeding the threshold where landscape plants experience drastic increase in purchase price. Also, larger trees generally have a more established root system and are more resistant to transplants.

Storage setbacks have been modified in the amended ordinance. Previously the setback was equal to one third the side, rear or front setback except within 4 feet of side or rear lot line or 15 feet from the road way. The proposed amendment would categorize vehicles of any size. Anything larger than 24 feet would be required to maintain the setback for a principle structure as designated in the dimensional regulations (section 6.4). RVs and boats over 24 feet drastically increase in width and height which can be equivalent to some small houses in the Town. Vehicles 16-24 feet
are suggested to meet a setback of 1/3 the setback designated in the dimensional regulations. This range is more similar to the size of a shed or accessory structure which is permitted at a 1/3 setback. Any vehicle or boat 16 feet in length or less would remain exempt from this provision.

In the attached draft Staff has added an enforceable $200 fine which shall be issued upon notice of violation. Many supplies are required before departing for a long road trip and it can take time to prepare these trips. Staff has addressed the need for loading and unloading of these vehicles by including “Item f” allowing a 7-day grace period from the fine, similar to Section 7.3.1 of the ordinance which regulates “POD” style mobile storage units.

Any vehicles or lots unable to meet the criteria, may apply for a Special Use Permit under the amended ordinance. That process would require the applicant to go before the Planning and Zoning Boards for approval. This would also include notification of abutting neighbors who may be concerned about the location of the vehicle being stored.

ATTACHMENTS:

1. Draft Amendments to the Section 7.13 of the Zoning Ordinance, for Parking or Storage of Commercial or Recreational Vehicles
EXISTING TEXT:
(b.) Major recreation vehicles and equipment. In any residential zone, the parking or storage of major recreation vehicles and equipment, including travel trailers, pickup campers or coaches, motorized dwellings, tent trailers, boats, boat trailers, and similar equipment, must comply with the following regulations, with the exception of mobile homes pursuant to section 7.2 of this ordinance:

1) Not more than one travel trailer, pickup camper or coach, motorized dwelling, tent trailer, or boat trailer may be parked or stored. Any such equipment shall be no more than 9 feet in height;

2) No major recreation vehicle, or equipment, while parked or stored, shall be used for living, sleeping, or housekeeping purposes;

3) The storage of derelict or irreparably damaged major recreational vehicles, equipment or boats is prohibited in all residential zones;

4) Outside storage of boats with accessory trailer or cradle shall in addition conform to the following requirements:

a. Storage of boats or vessels in excess of 32 feet in length is prohibited on residential lots.

b. Storage of boats shall wherever possible take place in rear or side yard areas except where terrain, topography or existing site features render such storage impractical.

c. Boats shall be set back a distance at least equal to one-third the side, rear or front yard dimension specified in section 6.4 of this ordinance, except that no boat or portion thereof shall be stored within four feet of an adjoining side or rear lot line or 15 feet from a front lot line.

d. Storage of boats 16 feet or less is exempted from the provisions of this section.

PROPOSED TEXT: (New provisions are underlined)
(b.) Major recreation vehicles and equipment. In any residential zone, the parking or storage of major recreation vehicles and equipment, including travel trailers, pickup campers or coaches, motorized dwellings, tent trailers, boats, boat trailers, and similar equipment, must comply with the following regulations, with the exception of mobile homes pursuant to section 7.2 of this ordinance:

1) Not more than one travel trailer, pickup camper or coach, motorized dwelling, tent trailer, or boat trailer may be parked or stored. Any such equipment shall be no more than 15 feet in height; measured from grade to the tallest point of the roof or rooftop mechanical equipment.

2) No major recreation vehicle, or equipment, while parked or stored, shall be used for living, sleeping, or housekeeping purposes; except in compliance with section 7.2(b).

3) The storage of derelict or irreparably damaged major recreational vehicles, equipment or boats is prohibited in all residential zones;

4) Outside storage of boats with accessory trailer or cradle shall in addition conform to the following requirements:
(a) Storage of recreational vehicles in excess of 44 feet in length and 15 feet in height is prohibited on residential lots.

(b) Storage of boats or recreational vehicles shall wherever possible take place in rear or side yard areas except where terrain, topography or existing site features render such storage impractical.

(c) Boats and recreational vehicles shall not be parked or stored on or within 25 feet of the paved surface of a public road, except on lots under 10,000 square feet, such equipment shall not be parked or stored on or within 15 feet of the paved surface of a public road. A Special Use Permit is required for all vehicles which are not able to meet the above dimensional regulations.

1) All boats and recreational vehicles 24 feet and larger must conform to the dimensional regulation in section 6.4 of the Zoning Ordinance. Boats and recreational vehicles under 24 feet shall meet a setback equal to one third of the minimum side and rear setbacks as listed in section 6.4 of the Zoning Ordinance.

(d) When stored within 50 feet of any abutting living unit, a vegetative buffer consisting of dense evergreens that are required to be a minimum of 7 feet in height shall be planted, to shield the boat or recreational vehicle from view of all houses within the aforementioned 50 foot radius. Any vegetation that dies in the initial 18 month period shall be replaced. All planting shall be maintained in healthy condition or replaces as necessary.

(e) If, due to the particular site conditions of the property it is impractical to meet the setback requirements of this ordinance, and the storage location is within 50 feet but at least 25 feet away from an adjacent living unit, then the property owner may request relief from the setback requirements as a staff review under section 16.1 of the zoning ordinance. All other vehicles shall be required to relocate to comply with this ordinance or seek a Special Use Permit.

(f) Temporary storage of a recreational vehicle is permitted for a maximum of 7 days for the purposes of loading and unloading.

(g) Non-conforming, and Non-permitted units shall be assessed an immediate $200.00 penalty upon issuance of a violation notice by the building official, and charged accordingly thereafter.

(h) Storage of a single boat, 16 feet or less, is exempted from the provisions of this section.

(i) The Town of Narragansett and its properties shall be exempt from the provision in this ordinance.

- New Sections 4c, 4d and 4e are intended to replace Section 4c of existing text
- New Sections 4f, 4g and 4i are new provisions.
- New Section 4h provides a minor revision to existing Section 4d
TO: James Tierney, Town Manager

FROM: Susan W. Gallagher, Purchasing Manager

SUBJECT: Contract Extension – Heating Fuel

RECOMMENDATION:

That the Town Council approves the one-year contract extension for Heating Fuel with Peterson’s Oil Services, Inc. at their bid price of $0.1095 differential over the lowest Providence Terminal Tank Car Price as posted daily for No. 2 heating oil; the on-call hourly service rate of $95.00 for regular hours; and the on-call hourly service rate of $125.00 for overtime hours, under the same terms and conditions as the previous contract.

SUMMARY:

This bid covers the delivery of No.2 heating fuel to various Town facilities. We also included an on-call hourly rate for service calls relating to the heating systems at these locations. The Town was accessing “market pricing” prior to this bid. The original bid was for a two-year period:

- Year 1: December 5, 2017 – December 4, 2018

The six locations/facilities that are included in this bid are: South End Fire Station; North End Fire Station; Community Center; Parks Maintenance Garage; Public Works Avice Street Garage; and Scarborough Wastewater Treatment Plant.

The one-year extension period for this contract is: December 5, 2019 – December 4, 2020. Town Council awarded the original bid on December 6, 2017 for a two-year period.

Funding is available in the Operating Accounts: #50407, Heating Fuel or #50506, Equipment Maintenance and Repair (for service calls) for the various departments.

ATTACHMENTS:

1. December 10, 2019 letter of extension, signed by Peterson’s Oil Services, Inc.
2. Spreadsheet showing the original bid results; B18011.
December 10, 2019

Peterson’s Oil Services, Inc.
Attention: Wendy Renzi
75 Crescent Street
Worcester, MA 01605

RE: Contract Extension – Heating Fuel

Dear Wendy:

The Town Council awarded a two-year contract for the referenced bid on December 6, 2017 for the period ending December 4, 2019. Within the contract documents, there is a provision to extend the contract time annually, at no change in the cost differential of $0.1095 or the contract terms. This extension requires both your agreement and ours.

The Town of Narragansett would like to extend this contract for one additional year, for the period of December 5, 2019 – December 4, 2020, pending Town Council approval. Please indicate below with your signature as to whether you are in agreement with or would like to decline this extension. After you have indicated your choice, please return this letter to me.

Thank you for your cooperation in this matter.

[Signature]

hereby agrees to an extension of the contract for the period through December 4, 2020.

[Signature]

hereby declines an extension of the contract for the period through December 4, 2020.

Sincerely,

[Signature]

Susan W. Gallagher, MBA
Purchasing Manager

SG/L20034
Town of Narragansett, RI  
Heating Fuel, B18011  
Purchasing Department  

Bid Opening - Monday, November 20, 2017 - 11:00 AM

Heating fuel for 6 Town facilities:

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TO: James Tierney, Town Manager
FROM: Susan W. Gallagher, Purchasing Manager
SUBJECT: Contract Extension - OEM Plow Parts

RECOMMENDATION:

That the Town Council approves the one-year contract extension for OEM Plow Parts for the Public Works Department with DeJana Truck Equipment Co, Inc., at the percentage discount off list prices of 25.1%, under the same terms and conditions as the original contract.

SUMMARY:

This bid consists of a percentage discount off list prices for Fisher/Minute-Mount OEM plow parts, to be ordered as needed by the Public Works Department in order to keep the fleet of plow trucks operational during winter storm events. Last fiscal year, the Public Works Department ordered approximately $12,400.00 worth of plow parts. The one-year extension period is January 1, 2020 - December 31, 2020.

Town Council awarded the original bid (for a two-year period) on December 18, 2017. DeJana Truck Equipment Co has offered to extend their discount for one additional year.

Funding is available in the Public Works Fleet Maintenance Division Operating Account #0001735 0504, Vehicle Maintenance and Repair.

ATTACHMENTS:

1. December 16, 2019 letter of extension, signed by DeJana Truck Equipment
2. Spreadsheet showing the original bid results; B18010.
December 16, 2019

DeJana Truck Equipment
Attention: Pat Jasmin, Manager
9 Business Park Drive
Smithfield, RI 02917

RE: Contract Extension – OEM Plow Parts

Dear Pat:

The Town Council awarded the referenced bid on December 18, 2017 for a two-year period, ending December 31, 2019. Within the contract documents, there is a provision to extend the contract time annually, at no change in the percentage discount off list pricing or the contract terms. This extension requires both your agreement and ours.

The Town of Narragansett would like to extend this contract for one additional year, for the period of January 1, 2020 – December 31, 2020, pending Town Council approval. Please indicate below with your signature as to whether you are in agreement with or would like to decline this extension. After you have indicated your choice, please return this letter to me.

Thank you for your cooperation in this matter.

[Signature]

[Company Name]

hereby agrees to an extension of the contract for the period through December 31, 2020.

[Date]

[Signature]

[Company Name]

hereby declines an extension of the contract for the period through December 31, 2020.

[Date]

Sincerely,

Susan W. Gallagher, MBA
Purchasing Manager

SG/L20036
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<td>Vinny’s Auto &amp; Truck, Inc.</td>
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<tr>
<td>DeJana Truck Equipment</td>
<td>25.1%</td>
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TO: James Tierney, Town Manager

FROM: Susan W. Gallagher, Purchasing Manager

SUBJECT: Contract Extension – Pest Control Services - Town wide

RECOMMENDATION:

That the Town Council approves the one-year contract extension for Pest Control Services – Town wide with Falcon Pest Services, LLC, at their bid price of $17.00 per building, per month, under the same terms and conditions as the original contract.

SUMMARY:

This bid was for qualified bidders (licensed) to perform monthly pest control services at specified locations (twenty (20) Town facilities) for the duration of the contract as well as provide emergency pest control services if pests are discovered. Prior to 2017, we solicited separate RFQ’s per year for pest control services at some locations. Then in 2017 we solicited bids for the first time for services at more of our facilities and realized a lower monthly cost in doing so. This one-year extension period is November 7, 2019 – November 6, 2020.

Town Council awarded the original bid (for a two-year period) on November 6, 2017. Falcon Pest Services, LLC has offered to extend their monthly cost for one (1) additional year.

Funding is available in the Operating Account #50507, Building Maintenance and Repair for the various departments.

ATTACHMENTS:

1. December 23, 2019 letter of extension, signed by Falcon Pest Services, LLC
2. Spreadsheet showing the original bid results; B18005.
December 23, 2019

Falcon Pest Services, LLC
Attention: John Falkowski, Owner/President
38 Everglade Avenue
Warwick, RI 02886

RE: Contract Extension – Pest Control Services – Town wide

Dear John:

The Town Council awarded the referenced bid on November 6, 2017 for a two-year period, ending November 6, 2019. Within the contract documents, there is a provision to extend the contract time annually, at no change in the pricing or the contract terms. This extension requires both your agreement and ours.

The Town of Narragansett would like to extend this contract for one additional year, for the period of November 7, 2019 – November 6, 2020, pending Town Council approval. Please indicate below with your signature as to whether you are in agreement with or would like to decline this extension. After you have indicated your choice, please return this letter to me.

Thank you for your cooperation in this matter.

__________________________
(Company Name)

__________________________
(Signature)

hereby **agrees** to an extension of the contract for the period through November 6, 2020.

12/27/2019
(Date)

__________________________
(Company Name)

__________________________
(Signature)

hereby **declines** an extension of the contract for the period through November 6, 2020.

__________________________
(Date)

Sincerely,

__________________________
Susan W. Gallagher, MBA
Purchasing Manager

SG/L20040
<table>
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<tr>
<th>Location</th>
<th>Vendor 1 Monthly $ -YR 1</th>
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<th>Vendor 2 Monthly $ -YR 1</th>
<th>Vendor 2 Monthly $ -YR 2</th>
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<td>$35.00</td>
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<tr>
<td>1b. PS Bldg - Fire Side</td>
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<td>2. Fire Station #2</td>
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<td>3. Fire Station #3</td>
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<td>4. Port Security Bldg</td>
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<td>6. Community Center</td>
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<td>7. North Beach Clubhouse</td>
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<td>18. Seaport Village PS</td>
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<tr>
<td>19. Kinney Ave Water Tank</td>
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<td>20. Pt Judith Water Tank</td>
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<td><strong>TOTAL - All buildings/Mo</strong></td>
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<td><strong>$735.00</strong></td>
<td><strong>$357.00</strong></td>
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<td><strong>TOTAL - Yrs 1 &amp; 2/Mo Cost</strong></td>
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<td><strong>$714.00</strong></td>
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<td>On-call service rate</td>
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<td></td>
<td>Depends on pest &amp; location</td>
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TO: James R. Tierney, Town Manager
FROM: Steve Wright, Director Parks and Recreation
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Performance Contract with Roomful of Blues for Gansett Days 2020

RECOMMENDATION:

That the Town Council approves the request from the Parks and Recreation Department to enter into a performance contract with Roomful of Blues (Managed by Midwood Entertainment, LLC) to perform during Gansett Days on September 19, 2020 for the amount of $3,000.00.

SUMMARY:

This performance by Roomful of Blues concludes the Saturday activities at Gazebo Park during the three (3) days of Gansett Days. Roomful of Blues is scheduled to perform on September 19, 2020 from 6:00 pm to 7:30 pm. In 2019 several thousand people enjoyed the free 1 ½ hour music show at Gazebo Park. This performance is one of many free activities that will be offered to residents and visitors throughout the town during Gansett Days for 2020.

The Parks and Recreation Department utilizes funding from sponsors who wish to remain unnamed, for this expense to provide entertainment and other activities throughout the three-day weekend.

ATTACHMENTS:

1. Roomful of Blues/Midwood Entertainment, LLC performance contract.
Reissue (PERFORMANCE DATE MOVED)

Artist Name: ROOMFUL OF BLUES

THIS CONTRACT made on Wednesday, 04 day of September 2019 between ROOMFUL OF BLUES (herein referred as Artist) and NARRAGANSETT RECREATION DEPARTMENT (herein referred as Purchaser) both parties are aware that Midwood Entertainment LLC is acting as the agent between both parties.

Show Date: 09/19/2020
Venue: GANSETT DAYS
Venue Address: 5 OCEAN ROAD
NARRAGANSETT, RI 02882
Venue Contact: TOM TESSitore
Venue Phone: 401-782-0668
Venue Fax:
Venue Email: ttessitore@narragansettri.gov
Venue Website:
Production Contact: TOM TESSitore
Production Phone: 401-782-0668
Production Email: ttessitore@narragansetttr.gov
Show Lineup:
Curfew:
Hotels: NONE
Load-In Time: TBD PER ADVANCE
Sound Check Time: TBD PER ADVANCE

Announce Date:
Number Of Sets: 1 SET
Performance Time: 6:00 PM
Show Length: 90 MINUTES
Time of Doors: 5:00 PM
Billing: Headliner
Position: HEADLINER
Type of Engagement: FESTIVAL
Building Capacity: Outdoor: Yes
Covered: Yes
Radius Clause:
Age Limit: Soft Merch: Artist %: 100
Music Merch: Artist %: 100
Who Sells: ARTIST
Total tax: 10.00

<table>
<thead>
<tr>
<th>Ticket Scaling</th>
<th>Terms</th>
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</thead>
<tbody>
<tr>
<td>TIX</td>
<td>COMP</td>
</tr>
<tr>
<td>Gross Tix</td>
<td>0</td>
</tr>
<tr>
<td>Net Tix</td>
<td>0</td>
</tr>
<tr>
<td>Average G</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Guarantee $8: $3,000.00
Contract Due Date: 11/30/2019
Deposit 1: $1,500.00
Deposit 1 Due: 09/30/2020
Amount Due Date of Show: $1,500.00
Terms: $3000.00 USD FLAT GUARANTEE

DEPOSITS ARE TO BE MADE PAYABLE TO: MIDWOOD ENTERTAINMENT LLC BY CASHIER'S/CERTIFIED CHECK OR MONEY ORDER.
BALANCE IS DUE UPON DEMAND DAY OF SHOW IN CASH OR CASHIER'S CHECK AND MADE PAYABLE TO ARTIST. THIS BALANCE IS GUARANTEED RAIN OR SHINE. NO PERSONAL CHECKS WILL BE ACCEPTED.

ADDITIONAL PROVISIONS ON CONTRACT: MEALS AND DRINKS PROVIDED BY PURCHASER.
SOUND AND LIGHTS PROVIDED BY PURCHASER.

This contract is not to be advertised or publicized in any manner or form until this contract is fully processed and signed by both parties or without written approval from Artist Management or Midwood Entertainment LLC. This contract may become void if Purchaser fails to sign and return same within fourteen (14) days of date issued.

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract. Riders attached hereto are hereby made a part hereof.

Purchaser: NARRAGANSETT RECREATION DEPARTMENT
Signature: STEVEN FRITZ

Address: 10 CLAIRE ROAD
NARRAGANSETT, RI 02882
Phone: 401-782-0668
Email: ttessitore@narragansetttr.gov

Artist: RF BLUES INC
Signature: MICAH DAVIDSON

Address: 10 CLAIRE ROAD
NARRAGANSETT, RI 02882
Phone: 401-782-0668
Email: ttessitore@narragansetttr.gov

Agent: Rusty Cole

Page 1/3
8. Name and Likeness

Producers/Artists grant Purchaser the royalty-free right to use the following:

1. Artist’s name for any Event announcement and related advertising provided Artist’s name is used in conjunction with substantially all of the other artists on the bill and any billing and/or use of Artist name shall conform to the billing terms as agreed and set forth on the Performance Contract or otherwise agreed in writing, and

2. Artist’s name in connection with any and all official Event merchandise provided Artist’s name is used in conjunction with substantially all of the other artists on the bill and any such use of Artist name shall conform to the billing terms as agreed and set forth on the Performance Contract or otherwise agreed in writing.

Notwithstanding the preceding, any other use by Purchaser of Artist’s voice, likeness, materials, pictures, photographs, or image, or other identification of Artist shall at all times be subject to Producer’s prior written approval. Any such use by Purchaser of the rights granted by this Rider shall not include a specific endorsement of any product or service by Artist absent Producer’s prior written approval in each instance.

9. Role of Agent

Agent acts only as agent for Producer and, with the exception of any deposit or other payment sent to Agent by Purchaser in connection with Artist’s Performance hereunder, assumes no liability hereunder and in furtherance thereof and for the benefit of Agent. It is agreed that neither Purchaser nor Producer/Artist will name or appoint Agent, or any of its officers, directors, principals, agents, employees and representatives (collectively, “Agent”) as a party in any civil action or suit anywhere in the world, arising out of, in connection with, or related to any acts of commission or omission pursuant to or in connection with the Agreement by either Purchaser or Producer/Artist, except for claims arising from the negligence or willful misconduct of Agent.

10. Event of Default

If Artist cancels a confirmed, scheduled performance after payment of deposit or fails to perform the scheduled performance for any reason other than a Force Majeure Event or Inclement Weather, Artist will be required to return all amounts paid within four weeks of cancellation or breach event.

In the event of breach by Purchaser, the Purchaser shall immediately pay to Artist the balance of the Guarantee remaining under this Agreement and, subject to Purchaser’s indemnification obligations herein, will thereupon be entitled to a full and complete release from Artist from all claims related to such breach.

In the event Purchaser neglects to comply with any provision hereunder after reasonable notice and opportunity to cure, changes the venue without Producer’s prior written consent, or fails to make any required payments to Producer, and/or cancels Performance for any reason except for a Force Majeure event, Inclement Weather, or fails to proceed with the Performance, then such shall be deemed a breach of contract and Producer shall have the right to retain any amounts previously received, receive the full Guarantee, the exclusivity provisions shall be deemed null and void, and Producer/Artist shall be relieved of all further obligation(s) in connection herewith and further not liable for any costs or losses suffered by Purchaser as a result of cancellation.

11. Miscellaneous

The Agreement shall be construed in accordance with the laws of the territory or State in which the Event is held. No party shall have the right to assign or transfer the Agreement, or any provision thereof, without the express written approval of the non-assigning party/ies.

THE PERSONS EXECUTING THE AGREEMENT ON EACH PARTY’S BEHALF WARRANT HIGHER AUTHORITY TO DO SO. Each party represents that, by entering into the Agreement, it will not violate, conflict with, or cause a material default under any other contract and/or agreement.
TO: James R. Tierney, Town Manager

FROM: Steve Wright, Director Parks and Recreation

PREPARED BY: Susan W. Gallagher, Purchasing Manager

SUBJECT: Annual Software Support Contract for the RecPro Recreation Management System

RECOMMENDATION:

That the Town Council approves the annual software support contract agreement for the RecPro Recreation Management System from RC Systems, Inc., in the amount of $4,050.00.

SUMMARY:

This annual service agreement covers the support and upgrades for the Rec Pro Software, used by the Parks and Recreation Department. The Rec Pro software system was purchased (through a competitive bidding process) and installed in January 2013 and provides patrons the ability to sign-up, reserve and pay on-line for programs, camp management, memberships, facility booking and billing in one seamless transaction. In addition, the software provides the department the ability to provide a credit card point of sale transaction system at the Office and Beach. The time period of this agreement is February 1, 2020 – January 31, 2021.

RC Systems, Inc. owns the license agreement for this software. In accordance with the Town of Narragansett Code of Ordinances, Section 70-326 and Rhode Island General Laws, Chapter 55, Section 45-55-8, I, the Purchasing Manager have determined this to be a sole source item.

Funding is available in the Parks and Recreation as well as Beach Enterprise Fund Operating Accounts, “50320”, PC Software/Programs.

ATTACHMENTS:

**INVOICE# 18318**

**Invoice Date:** 1/1/2020  
**Due Date:** 1/31/2020  
**PO#:**  
**Terms:** NET 30 DAYS  
**Page:** Page 1 of 1

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<th>Unit Price</th>
<th>Extension</th>
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<td>Annual software support contract renewal for the ReCPRO Recreation Management system. This contract provides support and upgrades for the period from 02/01/20 through 01/31/21.</td>
<td>1.00 EA</td>
<td>$4,050.00</td>
<td>$4,050.00</td>
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**THANK YOU FOR YOUR BUSINESS**

**Invoice Total:** $4,050.00
TO: James Tierney, Town Manager

FROM: Sean Corrigan, Police Chief

PREPARED BY: Susan W. Gallagher, Purchasing Manager

SUBJECT: Annual PowerDMS Subscription Fee (Accreditation Software)

RECOMMENDATION:

That the Town Council approves the annual Power DMS Document Management Subscription Fee for the Police Department from Innovative Data Solutions, Inc. d/b/a PowerDMS, Inc., in the amount of $3,825.80.

SUMMARY:

Town Council approved the original purchase of the Power DMS accreditation software for the Police Department on February 3, 2014.

This product is an operational tool that provides a method for early identification of risk and proving compliance, and as a collaboration tool that includes all stakeholders for visibility and approvals. It is also a system for employee accountability through custom training, testing and credentialing as another step to assure adherence to policies. This product provides proof of compliance for accreditation management and improves task management through scheduling, alerts and reminders.

The cost of $3,825.80 includes the annual PowerDMS.com hosted subscription fee for up to fifty-five (55) licenses for this software. The renewal period is February 28, 2020 – February 27, 2021.

Funding is available in the Police Department Operating Account, #00015115 0311, Licenses and Dues.

ATTACHMENTS:

1. Quotes from Power DMS: Q-58024 & Q-89830.
Service Order

Order Details
Order #: Q-58024
Order Date: 2/28/2020
Valid Until: 2/28/2020
Subscription Start Date: 2/28/2020
Initial Term (months): 12

Customer Contact
Billing Contact: Narragansett Police Department (RI)
Sean Corrigan
Address: 25 Fifth Ave
Narragansett, RI 02882
Billing Contact Email: scorrigan@narragansettri.gov
Phone: 1.40179E+13
Fax:

Payment Terms
Payment Term: Net 60

PO Number:
Notes:

Subscription Service

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<td>Recurring</td>
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<td>$3,478.00</td>
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Annual PowerDMS.com hosted subscription fee

TOTAL: $3,478.00

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are due upon the invoice due date. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions: Unless otherwise agreed in writing by PowerDMS and Licensee, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: http://www.powerdms.com/terms-and-conditions. The Effective Date (as defined in the terms and conditions) shall be the date set forth below.

Accepted and Agreed By:
Narragansett Police Department (RI)

Signature:

Printed Name:

Title:

Date:

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL.
Customer: Narragansett Police Department (RI)
Sales Rep: Paige Kransberg

Billing Contact: Narragansett Police Department (RI)
Seán Corrigan
Address: 25 Fifth Ave
Narragansett, RI 02882

Billing Contact Email: scorrigan@narragansettri.gov
Phone: 1.40179E+13
Fax:

Payment Terms:
Notes:

Subscription Service:

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TOTAL: $347.80

Additional Terms and Conditions:

Payment Terms: All invoices issued hereunder are due upon the invoice due date. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions: This Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth in the separate written agreement entered into by and between PowerDMS and Customer.

Accepted and Agreed By:
Narragansett Police Department (RI)

Signature:

Printed Name:

Title:

Date:

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL.
TO: James Tierney, Town Manager
FROM: Daniel Holland, Information Technology Manager
PREPARED BY: Susan W. Gallagher, Purchasing Manager
SUBJECT: Purchase of Nuance PowerPDF Software

RECOMMENDATION:

That the Town Council approves the purchase of Nuance PowerPDF Advanced software for Information Technology from Zones, LLC, pursuant to the NCPA contract, in the amount of $4,003.20.

SUMMARY:

This software purchase of additional Nuance PowerPDF Advanced licenses will continue to replace our current PDF Software Adobe Pro v9 & v11, which have reached “end of life” and are no longer supported. The purchase of this Nuance software is a savings of over 50% to the cost of the current version of Adobe Pro. In addition, Nuance PowerPDF supports all of the functionality of the Adobe version it is replacing.

This license purchase will add additional users from all departments that need this functionality.

This purchase is through the National Cooperative Purchasing Alliance (NCPA) contract # REG14 RFP 01-50. Participation by the town in this national cooperative procurement contract gives the town large buying power.

Funding is available in the Information Technology Account #0001350 50320, PC Software/Programs.

ATTACHMENTS:

Bill To:  
TOWN OF NARRAGANSETT  
25 FIFTH AVENUE  
nARRAGANSETT, RI 02882  
Phone: (401) 789-1044  

Ship To:  
DAN HOLLAND  
TOWN OF NARRAGANSETT  
25 FIFTH AVENUE  
NARRAGANSETT, RI 02882  
USA  

1/3/2020  
Account # 0071064000  
Quote : K1449769  
PO#:  

Software prices subject to change  
Hardware quotes are valid for 7 business days  
Memory Prices are valid for 24 hours only, call for verification  

REMIT PAYMENT TO:  
ZONES LLC  
PO Box 34740  
Seattle WA 98124-1740  

PLEASE SEND PURCHASE ORDERS DIRECTLY TO YOUR ZONES LLC ACCOUNT MANAGER VIA FAX OR EMAIL  

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<td>NCBA REG14 RFP 01-50 CONTRACT</td>
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</table>

Sub-Total: $4,003.20  
Estimated Sales Tax: $0.00  
Electronic Delivery: $0.00  
Grand Total: $4,003.20  

ASK US ABOUT  
Installation Services  
On-site Technical Services and Hourly Service Rates  
Remote Help Desk and Remote Network OS Support  

Visit us on the web: http://www.zones.com  

BUY NOW - NO PAYMENTS UNTIL 2020 WITH ZONES FINANCING AGREEMENTS  
CONTACT LEASING@ZONES.COM FOR MORE MORE INFORMATION!  

ZONES LLC  
1102 15th Street S.W, Suite 102  
Auburn, USA 98001  
Phone: (800) 419-9863  

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!
TO: James Tierney, Town Manager

FROM: Michael DeLuca, Director of Community Development

PREPARED BY: Susan W. Gallagher, Purchasing Manager

SUBJECT: Annual GIS Licensing and Software Maintenance Renewal

RECOMMENDATION:
That the Town Council approves the renewal of nine (9) annual maintenance licenses for existing GIS software and three (3) annual maintenance licenses for existing ArcPad GIS software from Environmental Systems Research Institute (ESRI), in the amount of $5,350.00.

SUMMARY:
The annual maintenance licenses are necessary agreements, which allow our currently licensed ArcView users to receive the most current versions and updates of GIS software. Currently, the Community Development Department maintains three (3) licenses, the Engineering Department maintains two (2) licenses, the Department of Public Works maintains two (2) licenses and Building Inspection maintains two (2) licenses.

The Town also maintains three (3) ArcPad licenses (one each for Community Development, Public Works and the Engineering Department). ArcPad is GIS software used on mobile tablet PCs and GPS handheld units (Trimble GeoExplorer). These devices and software enable the collection of GIS data associated with infrastructure components in the field and maintenance of existing utility database in accordance with GASB 34 requirements.

All departments listed below have agreed to this expenditure in their budget.

The Town will be utilizing the State of Rhode Island Master Price Agreement (MPA) #183. Bids were solicited and awarded by the State of Rhode Island, Office of Purchasing. The renewal period is March 14, 2020 – March 13, 2021.

Funding is available in the following accounts:

**Community Development – #1410 50320 ($3,050.00)**
- 1 ArcGIS for Desktop Standard with Extensions, Single Use, Primary Maintenance $2,100
- 1 ArcGIS for Desktop Basic, Single Use, Primary Maintenance $400
- 1 ArcGIS for Desktop Basic, Single Use, Secondary Maintenance $300
- 1 ArcPad Maintenance $250

**Engineering/Wastewater – #0032 50320 ($850.00)**
- 2 ArcGIS for Desktop Basic Single Use, Secondary Maintenance $600
- 1 ArcPad Maintenance $250
Building Inspection – #1440 50320 ($600.00)
- 2 ArcGIS for Desktop Basic Single Use Secondary Maintenance $600

Public Works – #1710 50320 ($850.00)
- 2 ArcGIS for Desktop Basic Single Use Secondary Maintenance $600
- 1 ArcPad Maintenance $250

ATTACHMENTS:

1. ESRI Quotation Number 25938543, dated December 14, 2019.
Subject: Renewal Quotation

Date: 12/14/2019
To: Jill Sabo
Organization: Town of Narragansett Planning Dept
Fax #: 401-782-0664  Phone #: 401-782-0631
From: Carole Burge
Fax #: 909-793-4801  Phone #: 888-377-4575 Ext. 1825
Email: c burge@esri.com

Number of pages transmitted (including this cover sheet): 5
Quotation # 25938543
Document Date: 12/14/2019

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level:

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit:

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.
# Quotation

**Date:** 12/14/2019  
**Quotation Number:** 25938543  
**Contract Number:** 307842

**Send Purchase Orders To:**  
Environmental Systems Research Institute, Inc.  
380 New York Street  
Redlands, CA 92373-8100  
Attn: Carole Burge

**Please include the following remittance address on your Purchase Order:**  
Environmental Systems Research Institute, Inc.  
P.O. Box 741076  
Los Angeles, CA 90074-1076

---

**Town of Narragansett**  
Planning Dept  
GIS Coordinator  
25 5th Ave  
Narragansett RI 02882-3612  
Attn: Jill Sabo  
**Customer Number:** 119790

For questions regarding this document, please contact Customer Service at 888-377-4575.

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Material#</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>1</td>
<td>87192</td>
<td>ArcGIS Desktop Basic Single Use Primary Maintenance</td>
<td>400.00</td>
<td>400.00</td>
</tr>
</tbody>
</table>
|      |     |           | Start Date: 03/14/2020  
End Date: 03/13/2021 |           |               |
| 1010 | 7   | 87193     | ArcGIS Desktop Basic Single Use Secondary Maintenance | 300.00     | 2,100.00      |
|      |     |           | Start Date: 03/14/2020  
End Date: 03/13/2021 |           |               |
| 2010 | 1   | 93306     | ArcGIS Desktop Standard with Extensions Single Use Primary Maintenance | 2,100.00   | 2,100.00      |
|      |     |           | Start Date: 03/14/2020  
End Date: 03/13/2021 |           |               |
| 3010 | 3   | 114511    | ArcPad Maintenance | 250.00     | 750.00        |
|      |     |           | Start Date: 03/14/2020  
End Date: 03/13/2021 |           |               |

---

**Quotation is valid for 90 days from document date.**

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state’s taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**Issued By:** Carole Burge  
**Ext:** 1825

To expedite your order, please reference your customer number and this quotation number on your purchase order.
<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Material#</th>
</tr>
</thead>
</table>

**Quotation Number:** 25938543  
**Contract Number:** 307842

| Item Subtotal | 5,350.00 |
| Estimated Tax  | 0.00     |
| Total          | USD 5,350.00 |

DUNS/CEC: 06-313-4175  CAGE: 0AMS3
Renewal Options:

- Online: Renew through My Esri site at https://my.esri.com
  - Credit Card
  - Purchase Order
  - Email Authorization

- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri’s standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri’s GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri’s offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.
US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD ______________ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

__________________________________________  ______________________
Signature of Authorized Representative                  Date

__________________________________________  ______________________
Name (Please Print)                                      Title
TO: James Tierney, Town Manager
FROM: Susan W. Gallagher, Purchasing Manager
SUBJECT: Contract Extension – Fiber Optic System Maintenance and Improvement Services

RECOMMENDATION:

That the Town Council approves the contract extension for Fiber Optic System Maintenance and Improvement Services with Sertex, LLC for a one-year period at their revised hourly rates to meet State prevailing wages for regular and emergency services and their percentage mark-ups for parts, materials, and equipment, under the same terms and conditions as the original contract.

SUMMARY:

This contract is for the maintenance and improvement of our existing fiber optic communications system network that links key Town facilities throughout the Town. The system includes pole-mounted fiber cable (13.9 miles), building drops, system hardware, connectors, and other equipment necessary to support emergency and routine communications (voice and data) between these key facilities. During emergencies (i.e. post-storm), entities that have secured service contracts like this one, receive preferential response times. The extension period of this contract is August 8, 2019 – August 7, 2020.

Town Council approved the last one-year contract extension on February 4, 2019. We need to adjust the three (3) hourly rates from the original 2017 bid in order to meet the State of RI prevailing wages for this job classification.

Similar to our other service and repair contracts, all repairs and new service requests in excess of $4,000.00 will be placed on the Town Council agenda for approval.

Funding is available in the respective departmental operating accounts for equipment maintenance and repair or in the capital projects accounts.

ATTACHMENTS:

1. July 7, 2017 solicitation spreadsheet for bid opening
2. Contract extension letter, signed by Sertex, LLC and e-mail noting the new prevailing wages for hourly service (straight time, overtime, double-time/holidays).
<table>
<thead>
<tr>
<th>Vendor 1</th>
<th>Vendor 2</th>
<th>Vendor 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sertex, LLC</td>
<td>Broadband Access</td>
<td>Henkels &amp;</td>
</tr>
<tr>
<td></td>
<td>Services, Inc.</td>
<td>McCoy</td>
</tr>
<tr>
<td><strong>Price</strong></td>
<td><strong>Price</strong></td>
<td><strong>Price</strong></td>
</tr>
<tr>
<td><strong>1. Regular Service - regular hours</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Teledata System Installer - per hour</td>
<td>$70.00</td>
<td>$120.00</td>
</tr>
<tr>
<td>b. Other trade - per hour</td>
<td>$110.00</td>
<td></td>
</tr>
<tr>
<td>c. Other trade - per hour</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>d. Other trade - per hour</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>e. Response time for regular hours:</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td><strong>2. Emergency Service - regular hours</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Teledata System Installer - per hour</td>
<td>$98.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>b. Other trade - per hour</td>
<td>$140.00</td>
<td></td>
</tr>
<tr>
<td>c. Other trade - per hour</td>
<td>$80.00</td>
<td></td>
</tr>
<tr>
<td>d. Other trade - per hour</td>
<td>$80.00</td>
<td></td>
</tr>
<tr>
<td>e. Response time for emerg serv/reg hours:</td>
<td>6 to 8</td>
<td></td>
</tr>
<tr>
<td><strong>3. Emergency Service-Nt/Wknd/Hol</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Teledata System Installer - per hour</td>
<td>$125.00</td>
<td>$160.00</td>
</tr>
<tr>
<td>b. Other trade - per hour</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td>c. Other trade - per hour</td>
<td>$90.00</td>
<td></td>
</tr>
<tr>
<td>d. Other trade - per hour</td>
<td>$90.00</td>
<td></td>
</tr>
<tr>
<td>e. Response time for emerg serv/special hrs:</td>
<td>6 to 8</td>
<td></td>
</tr>
<tr>
<td><strong>4. Mark-up for parts &amp; materials (%)</strong></td>
<td>15.00%</td>
<td>15.00%</td>
</tr>
<tr>
<td><strong>5. Mark-up for equipment (%)</strong></td>
<td>15.00%</td>
<td>15.00%</td>
</tr>
</tbody>
</table>
December 30, 2019

Sertex, LLC
22 Center Parkway
Plainfield, CT 06374

ATTN: Michael Solito, President

Re: Contract Extension – Fiber Optic System Maintenance and Improvement Services

Dear Michael:

The Narragansett Town Council approved a one-year extension with your company on February 4, 2019 for the period ending August 7, 2019. Within the contract documents, there is a provision to extend the contract for an additional year with no change in the bid prices or the contract terms. This extension requires both your agreement and ours.

The Town of Narragansett would like to extend this contract for one additional year, ending August 7, 2020, pending Town Council and your approval. Please indicate below if you are in agreement with this extension at the current bid prices OR if you do not agree to an extension at this time. After you have indicated your preference, please return this signed letter to me. Thank you for your cooperation in this matter.

Sincerely,

[Signature]

Susan W. Gallagher
Purchasing Manager

[Company Name]

[Signature and Date]

hereby agrees to an extension of the contract for the period through August 7, 2020.

[Company Name]

[Signature and Date]

hereby declines an extension of the contract for the period through August 7, 2020.
Susan Gallagher

From: Michael Solitro <msolitro@sertextllc.com>
Sent: Tuesday, January 07, 2020 10:29 AM
To: Susan Gallagher
Subject: RE: bid prices

Susan

Based on the increase in the prevailing wage rates since 2017, the following rates would apply in 2020:

ST  $ 76.54
OT  $ 107.16
DT  $ 136.68

Let me know how you would like to proceed.

Mike

From: Susan Gallagher <sgallagher@narragansettri.gov>
Sent: Monday, January 06, 2020 3:44 PM
To: Michael Solitro <msolitro@sertextllc.com>
Subject: bid prices

Hi Mike,

I attached your most recent bid submission for Fiber Optic Maint Services – The prices are from 2017. If the hourly rates (not the equipment) need to be adjusted to meet prevailing wages, please let me know. Thank you,

Susan

Susan W. Gallagher, MBA
Town of Narragansett
Purchasing Manager
25 Fifth Avenue
Narragansett, RI 02882
PH: (401) 782-0644
FX: (401) 788-2555
E-mail: sgallagher@narragansettri.gov
Website: www.narragansettri.gov

From: noreply@narragansettri.gov <noreply@narragansettri.gov>
Sent: Monday, January 06, 2020 3:31 PM
To: Susan Gallagher <sgallagher@narragansettri.gov>
Subject: Message from KM_454e
TO: James Tierney, Town Manager
FROM: Susan W. Gallagher, Purchasing Manager
SUBJECT: Award of bid – Professional Stenographic Reporting Services

RECOMMENDATION:

That the Town Council awards the bid for Professional Stenographic Reporting Services to three (3) bidders: Lisa Thacker, Alesha Cerrito, and Dianne Edson at their quoted rates/prices for a two-year period, in order to have a pool of qualified stenographers available for public hearings of the Town Council and various boards.

SUMMARY:

The Town Clerk’s Office and Community Development Department utilize a team of stenographers to cover the meetings and hearings. This bid consisted of a flat attendance fee; a price per ½ hour for time past the standard 3-hour window; as well as a price per page for bound, paper transcript with key word indices. The specifications noted that we reserve the right to award this bid to multiple bidders so that we can be assured a stenographer when services are needed. The Town spends approximately $10,000 for stenographic reporting services per year. This contract is for a two-year period (January 22, 2020 through January 21, 2022) with an option to renew the contract annually.

The intent of this process is to multi-award the bid so that a stenographer is available when needed. When one stenographer has a conflict with a public hearing, we can simply call one of the other awarded bidders. All bidders have passed the certification exam administered by the RI Superior Court Administrator’s Office and have successfully performed stenographic reporting services for the Town in the past. In addition, all bidders submitted comparable fees and rates.

Request for bids was advertised in the Narragansett Times, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Four (4) vendors were solicited and three (3) responded. The attached spreadsheet lists the results from the solicitation.

Funding is available in the appropriate departmental or board operating account # 50201, Professional Services.

ATTACHMENTS:

1. December 23, 2019 solicitation spreadsheet for bid opening
2. E-mail recommendations from Michael DeLuca and Teri Donovan.
<table>
<thead>
<tr>
<th>Item</th>
<th>Vendor 1</th>
<th>Vendor 2</th>
<th>Vendor 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Lisa M.</td>
<td>Alesha</td>
<td>Dianne M.</td>
</tr>
<tr>
<td>Thacker Price</td>
<td>$300.00</td>
<td>$275.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>1. Public hearing attendance fee: (flat rate; includes 3 hours of on-site time)</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>2. Price per 1/2 hour, past 3-hr, on-site time</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Price per page for bound, paper transcript with key word indices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$3.75</td>
<td>$4.10</td>
<td>$3.75</td>
</tr>
</tbody>
</table>

*Only for Zoning & Planning Board Meetings
From: Michael Deluca  
Sent: Monday, December 23, 2019 12:03 PM  
To: Susan Gallagher  
Cc: Teri Donovan  
Subject: Stenographic services

Susan:

I have reviewed the bids received today for stenographic services and find all three bidders qualified and reasonably priced. Notably, all three; Alesha Cerrito, Lisa Thacker and Dianne Edson have covered our Town Council and/or various boards in the past and are very familiar with Town procedures. I recommend you forward all three to the Town Council for approval.

Thanks,

Michael J. DeLuca, AICP  
Director of Community Development  
Town of Narragansett  
25 Fifth Avenue  
Narragansett, RI 02882  
(401) 782-0602  
mduela@narragansettri.gov
Susan Gallagher

From: Teri Donovan
Sent: Monday, December 23, 2019 12:14 PM
To: Michael Deluca; Susan Gallagher
Subject: RE: Stenographic services

Susan, I recommend all three bids be forwarded to Town Council for approval as well. All three bidders are professionally qualified, demonstrably dependable and have been providing exceptional service to the Town for many years. The bid amounts are fair, and are consistent with the services required and the customary rates charged to municipalities.

Thanks so much,
Teri

Theresa C. Donovan, CMC
Town Clerk
25 Fifth Avenue
Narragansett, RI 02882
401-782-0621 (direct)
401-783-9637 (fax)
tdonovan@narragansettrri.gov

From: Michael Deluca
Sent: Monday, December 23, 2019 12:03 PM
To: Susan Gallagher <sgallagher@narragansettrri.gov>
Cc: Teri Donovan <tdonovan@narragansettrri.gov>
Subject: Stenographic services

Susan:

I have reviewed the bids received today for stenographic services and find all three bidders qualified and reasonably priced. Notably, all three; Alesha Cerrito, Lisa Thacker and Dianne Edson have covered our Town Council and/or various boards in the past and are very familiar with Town procedures. I recommend you forward all three to the Town Council for approval.

Thanks,

Michael J. DeLuca, AICP
Director of Community Development
Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882
(401) 782-0602
mdeLuca@narragansettrri.gov
TO: Honorable Town Council

FROM: James Tierney, Town Manager

SUBJECT: New Hire Request

RECOMMENDATION:
That the Town Council approves the replacement of 1 firefighter due to retirement.

SUMMARY:
The replacement of 1 firefighter due to the unexpected retirement of a Lieutenant that has served for over 30 years will allow the fire department to remain at 32 firefighters in addition to the Fire Chief, Secretary and Fire Marshal. Contractually there is a minimum staffing requirement of 8 firefighters per shift plus a Fire Prevention Officer/Fire Marshal and Department Secretary. Any vacancy created by death, resignation or retirement in the firefighter ranks must be filled within 60 working days (Article III, Section 1).

ATTACHMENTS:
TO: James R. Tierney, Town Manager

FROM: Steve Wright, Director Parks and Recreation

SUBJECT: Polar Plunge for Military Heroes Campaign

RECOMMENDATION:

That the Town Council approves the request from URI Kappa Sigma Fraternity to conduct a Polar Plunge for Military Heroes Campaign at the Town Beach on Sunday February 23, 2020 from 8:00 am to 1:00 pm subject to state and local regulations.

SUMMARY:

This event scheduled for Sunday February 23, 2020 from 8:00 to 1:00 pm is a fundraiser hosted by URI Kappa Sigma Fraternity to raise money for the Military Heroes Campaign. The URI Polar Plunge will start with set-up at 8:00 am, including small tents, chairs and DJ with check-in from 10:00 am to 11:30 am. URI will have over twenty volunteers including certified lifeguards throughout the event. The plunge will take place in the south lot of the beach. In addition URI Kappa Sigma Fraternity has requested to have one of the six beach food trucks “Saugy Inc.” available the day of the event to dispense food for patrons of the plunge. URI will provide Liability Insurance naming the Town of Narragansett "as additionally insured" prior to the event.

ATTACHMENTS:

1. Facility Use Form
Narragansett Parks & Recreation
Facility Use Form
170 Clark Road
Narragansett, RI 02882
401-782-0658

Organization (If applicable):
Kappa Sigma Fraternity

Contact Person: Charlie Dumas Phone: 774-278-8753 Fax: 

Email: charliedumas42@gmail.com

Time requested must include preparation and cleanup. Facility request is not approved until you receive signed confirmation from the Parks and Recreation Department.

Event: Polar Plunge for Military Heroes Campaign Number of Participants: ~500

Dates: February 23rd Start Time: 8:00 am End Time: 1 pm

Please give a brief description of your event (Please attach further documentation if needed):

Polar Plunge will start with setup at 8 am, including a few tents, chairs, and DJ. Check-in will go from 10-11:30 and the plunge will be before noon. We will have over 20 volunteers including multiple certified lifeguards. The event will take place on the beach nearest the South lot, volunteers will clean up and leave by 1 pm. We will have an insurance rider for the Town of Narragansett for up to $1,000,000 general liability. Possibility of a food truck from the VST provided by the town.

Requested Facility(s)

Big Sprague
Clarke Road
Little Sprague
Boon Street
Eastwood Look

Tennis Building
Christofaro Park
George C
Town Beach
Other

Lights will be needed at the facility I am requesting

Area(s) Requested

Baseball Field
Basketball Court
Lower Soccer Field
Tennis Court
Upper Soccer Field
Playground Area

Participation Waiver

In consideration of the use of a Narragansett Parks and Recreation Facility, I hereby waive, release and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me as a result of my use of the reserved facility. This release is intended to discharge in advance the Town of Narragansett, and all of its officers, agents and employees from and against any and all liability arising out of or connected with the use of said facility. It is understood by my signature below that I have agreed that this waiver, release and assumption of risk is to be binding on my heirs, personal representatives, next of kin, spouse and assigns. The signature below indicates the requesting group or individual it is in agreement with all Narragansett Parks and Recreation facility use procedures and the participation waiver. Drones or UAS are not permitted on Town Property without a permit.

Note: Permit may be revoked at any given time by this department

In consideration of the issuance of this permit, the above agrees to pay for any and all damages that may be incurred in connection with use of same.

Fee Due: _______________

Signature: ___________________________ Date: 3 JAN 2020

Director’s Signature: ___________________________ Date: ___________________________
TO: James R. Tierney, Town Manager
FROM: Steve Wright, Director Parks and Recreation
SUBJECT: Narragansett Little League Parade

RECOMMENDATION:
That the Town Council approves the request from the Narragansett Little League for their annual Opening Day Parade to be held on Saturday May 2, 2020 at 10:00 AM, subject to state and local regulations.

SUMMARY:
The Narragansett Little League is once again requesting permission for its annual opening day ceremonies and parade that has been a tradition for over forty years. The Parade starts from the Sprague Park Tennis Courts along Kingstown Road to the Little League Field at Sprague Park on Saturday May 2, 2020 beginning at 10:00 AM. The parade includes approximately 29 teams including players and managers. These ceremonies kick off the 2020 Little League season, with activities, introductions, and honoring the previous season’s awards winners.

ATTACHMENTS:
1. Application for Special Use
TOWN OF NARRAGANSETT
DEPARTMENT OF PARKS AND RECREATION
170 Clarke Road, Narragansett, RI 02882
www.narragansettri.gov

APPLICATION FOR SPECIAL USE

ROAD RACE/WALK-A-THON

TODAY'S DATE 1/2/2020

Ninety [90] DAYS IN ADVANCE IS REQUIRED FOR ALL APPROVALS.

1. NAME OF APPLICANT  Eric Koof
2. ORGANIZATION  Narragansett Little League
3. ADDRESS  199 Kingstown Rd, Narragansett, RI 02882
   E-MAIL  Eric@lighthouseRI.com
4. TELEPHONE  (401) 862-8337
5. NATURE OF EVENT  Opening Day Parade/Ceremony
6. DATE REQUESTED  Saturday 3/1/2020
7. TIME  10 AM
8. SITES, AREA, BUILDING REQUESTED  Kingstown Rd (tennis Bldg) to little Sprague
9. COURSE LAYOUT  Up Kingstown Rd to little Sprague
10. MAP OF COMPLETE COURSE ROUTE MUST BE ATTACHED.
11. WHO WILL PARTICIPATE IN THE RACE  Players, coaches, teab administrators
12. NUMBER OF PARTICIPANTS 175  SPECTATORS 250
13. WILL THERE BE ANY VOLUNTEERS?  YES  IF YES, HOW MANY  50
14. WILL PARTICIPANTS OBTAIN ACCESS BY:
   • CAR (ESTIMATE NUMBER)  NO
   • BUS (ESTIMATE NUMBER OF PASSENGERS)  NO
15. DESCRIBE IN DETAIL ANY SPECIAL SERVICES REQUESTED  none
16. WILL THERE BE ANY ADVERTISING USED?  NO  IF YES, WHAT TYPE
17. WOULD YOU LIKE THIS EVENT ADVERTISED ON OUR WEB SITE?  YES
18. ANY VENDORS PROVIDING SERVICES?  NO  IF YES, NO GOODS FOR SALE UNLESS APPROVED IN WRITING AS PART OF THIS APPLICATION.
19. IS ADDITIONAL FIRST AID NEEDED?  NO
• LIABILITY INSURANCE CERTIFICATES CO-NAMING THE TOWN OF NARRAGANSETT WILL BE REQUIRED IN THE MINIMUM AMOUNT OF $1,000,000.

• VOLUNTEERS AND OR APPLICANTS REPRESENTATIVES WILL NOT BE ALLOWED TO DIRECT TRAFFIC WITHIN TOWN ROADS UNLESS SPECIFICALLY APPROVED BY THE NARRAGANSETT POLICE DEPARTMENT.

• ALL TRASH AND LITTER MUST BE PICKED UP BEFORE LEAVING THE AREA. TRASH RECEPTACLES ARE NOT PROVIDED.

• APPLICATIONS NOT SIGNED AND DATED WILL BE RETURNED.

• NO ALCOHOLIC BEVERAGES ALLOWED.

• APPLICANT IS RESPONSIBLE FOR ALL DAMAGE WHICH MAY HAVE BEEN CAUSED BY THIS EVENT.

• APPLICANT IS RESPONSIBLE FOR ANY HOURLY COSTS FOR TOWN EMPLOYEES REQUIRED FOR THE RACE; POLICE DETAILS, FIRE, EMS, PUBLIC WORKS EMPLOYEES, PARK EMPLOYEES, ETC.

• ALL APPLICATIONS MUST BE SCHEDULED FOR REVIEW AND APPROVAL BY THE NARRAGANSETT TOWN COUNCIL. THE COUNCIL MEETS THE 1ST AND 3RD MONDAY OF EVERY MONTH.

• IF STATE ROADS ARE INCLUDED WITHIN THE RACE COURSE, THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION APPROVAL IS REQUIRED.

• ATTACHMENTS REQUIRED:

  1. RACE COURSE MAP
  2. INSURANCE CERTIFICATE NAMING THE TOWN OF NARRAGANSETT AS ADDITIONAL INSURED
CONDITIONS OF APPLICATION ACCEPTED

RACE EVENT & DATE: 5/2/20

[Signature] DATE 1/3/20

Conditions of Application Accepted [APPLICANT]

Accept Denied DATE 1/3/20

Parks Director

Accept Denied DATE 1/3/20

Public Works Director

Accept Denied DATE 1/3/20

Police Chief

Accept Denied DATE 1/3/20

Fire Chief

Accept Denied DATE

Town Manager

Accept Denied DATE

Town Council

Town of Narragansett
Department Parks and Recreation
170 Clarke Road, Narragansett, RI 02882
www.narragansettri.gov

Phone # (401) 782-0658 Fax # (401) 788-2553

Email form to recreation@narragansettri.gov
TO: James R. Tierney, Town Manager
FROM: Steve Wright, Director Parks and Recreation
SUBJECT: 2020 Beach Lifeguard Wage Increases

RECOMMENDATION:

That the Town Council adopts the amended resolution establishing the proposed wages for seasonal, part-time, and temporary employees for Fiscal Year 2019-20.

SUMMARY:

The Parks and Recreation Department is requesting the wage increase for Lifeguards, less than 3 years of a range from $10.50 - $15.00 and Lifeguard Captains from $15.00 to $18.50.

The Town Beach has been competitive with a strong salary range for seasonal beach staff providing a steady pool of qualified applicants for many years. For the year 2020 Beach Season, the Rhode Island DEM Parks and Recreation is advertising lifeguard salaries of $14.75, $15.25 and $15.75 for Ocean Front Beach Lifeguards. With the Town Beach range for Lifeguards less than three years presently from $10.50 to $13.50 and twenty-five positions to fill, competition from the State and other communities paying higher lifeguard wages will make the upcoming season extremely difficult to hire lifeguards. Increasing these two pay ranges for lifeguards will level the job market for the 2020 Beach Season.

Funding is available from the Beach Seasonal Wages Account #0034-50103

ATTACHMENTS:

1. Amended Seasonal Part time Temporary Employees Salary Resolution FY2019-2020
BE IT RESOLVED that the following seasonal, part-time, and temporary positions and wage rates are hereby established for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

### PUBLIC SAFETY DEPARTMENT

<table>
<thead>
<tr>
<th>Position</th>
<th>Current Wage Rates</th>
<th>Proposed Wage Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Service Officer Intern</td>
<td>$10.50 - $13.00 per hr</td>
<td></td>
</tr>
<tr>
<td>P/T Animal Control Officer</td>
<td>$11.00 - $16.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Harbormaster</td>
<td>$20.00 - $25.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Assistant Harbormaster</td>
<td>$15.00 - $20.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Fingerprint Classification Specialist</td>
<td>$20.00 - $24.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Community Housing/Zoning Officer</td>
<td>$15.00 - $20.00 per hr</td>
<td></td>
</tr>
<tr>
<td>EMA Specialist</td>
<td>$15.00 - $25.00 per hr</td>
<td></td>
</tr>
</tbody>
</table>

### PUBLIC WORKS/ENGINEERING DEPARTMENTS

<table>
<thead>
<tr>
<th>Position</th>
<th>Current Wage Rates</th>
<th>Proposed Wage Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road/Utilities Inspector</td>
<td>$10.50 - $16.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Mechanic Helper</td>
<td>$11.50 - $16.50 per hr</td>
<td></td>
</tr>
<tr>
<td>Recycling Coordinator</td>
<td>$13.00 - $20.00 per hr</td>
<td></td>
</tr>
</tbody>
</table>

### ALL DEPARTMENTS

<table>
<thead>
<tr>
<th>Position</th>
<th>Current Wage Rates</th>
<th>Proposed Wage Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical</td>
<td>$10.50 - $16.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Intern/Specialist</td>
<td>$10.50 - $18.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Field Appraiser</td>
<td>$13.00 - $19.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Laborer/Maintenance</td>
<td>$10.50 - $15.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Truck Driver (CDL-A or B)</td>
<td>$16.00 - $22.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Building Maintenance/Janitor</td>
<td>$10.50 - $16.50 per hr</td>
<td></td>
</tr>
<tr>
<td>Equipment Operator (licensed)</td>
<td>$16.00 - $22.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Maintenance Supervisor</td>
<td>$11.00 - $18.00 per hr</td>
<td></td>
</tr>
</tbody>
</table>

**BEACH DIVISION**

<table>
<thead>
<tr>
<th>Position</th>
<th>Current Wage Rates</th>
<th>Proposed Wage Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beach Manager</td>
<td>$15.00 - $21.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Assist Beach Manager</td>
<td>$14.00 - $18.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Pavilion Manager</td>
<td>$11.00 - $16.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Sales Office Manager</td>
<td>$10.50 - $15.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Assistant Pavilion Manager</td>
<td>$11.00 - $15.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Sales Office Clerk</td>
<td>$10.50 - $13.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Attendant Supervisor</td>
<td>$10.50 - $11.50 per hr</td>
<td></td>
</tr>
<tr>
<td>Lifeguard Captain</td>
<td>$11.00 - $18.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Assistant Lifeguard Captain</td>
<td>$10.50 - $18.00 per hr</td>
<td>$14.75 - $18.50 per hr</td>
</tr>
<tr>
<td>Veteran Lifeguard (4 yrs &amp; full time)</td>
<td>$10.50 - $18.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Lifeguard (less than 3 years)</td>
<td>$10.50 - $13.50 per hr</td>
<td>$10.50 - $15.00 per hr</td>
</tr>
<tr>
<td>Probationary Lifeguard</td>
<td>$10.50 - $11.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Restroom Attendant</td>
<td>$10.50 - $13.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Attendant</td>
<td>$10.50 - $11.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Ocean Safety Manager</td>
<td>$12.00 - $19.50 per hr</td>
<td></td>
</tr>
</tbody>
</table>

**PARKS & RECREATION PROGRAMS**

<table>
<thead>
<tr>
<th>Position</th>
<th>Current Wage Rates</th>
<th>Proposed Wage Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Coordinator</td>
<td>$10.50 - $16.50 per hr</td>
<td></td>
</tr>
<tr>
<td>Officials/Umpires</td>
<td>$10.50 - $50.00 per game</td>
<td></td>
</tr>
<tr>
<td>Instructors</td>
<td>$10.50 - $50.00 per hr/lesson/class</td>
<td></td>
</tr>
<tr>
<td>Time Keepers</td>
<td>$10.50 - $10.10 per hr</td>
<td></td>
</tr>
<tr>
<td>Scorer</td>
<td>$10.50 - $10.10 per hr</td>
<td></td>
</tr>
<tr>
<td>Camp Director</td>
<td>$14.00 - $17.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Camp Supervisor</td>
<td>$13.00 - $16.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Camp Counselor</td>
<td>$10.50 - $11.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Program</td>
<td>$10.50 - $10.10 per hr</td>
<td></td>
</tr>
<tr>
<td>Tennis Supervisor</td>
<td>$10.50 - $16.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Program Assistant</td>
<td>$10.50 - $10.50 per hr</td>
<td></td>
</tr>
<tr>
<td>Program Supervisor</td>
<td>$10.50 - $12.00 per hr</td>
<td></td>
</tr>
</tbody>
</table>

**NORTH BEACH CLUBHOUSE/TOWERS/KINNEY BUNGALOW**

<table>
<thead>
<tr>
<th>Position</th>
<th>Current Wage Rates</th>
<th>Proposed Wage Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinator</td>
<td>$15.00 – $22.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Supervisor</td>
<td>$11.00 – $13.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Senior Attendant</td>
<td>$10.50 – $12.50 per hr</td>
<td></td>
</tr>
<tr>
<td>Attendant</td>
<td>$10.50 - $12.00 per hr</td>
<td></td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$12.00 - $16.00 per hr</td>
<td></td>
</tr>
</tbody>
</table>

ADOPTED this ______ date of __________ A.D. 2020

TOWN OF NARRAGANSETT

Matthew M. Mannix
Council President

ATTEST:

Theresa C. Donovan, CMC
Town Clerk
TO:     James Tierney, Town Manager

FROM:   Michael J. DeLuca, Community Development Director

SUBJECT:  Hazard Mitigation Plan Yearly Progress Report

RECOMMENDATION:

1. That the Town Council review and discuss the Hazard Mitigation Plan yearly Progress report and;
2. That the Town Council receive and place on file the Hazard Mitigation Plan yearly progress report.

SUMMARY:

In January, 2019, FEMA approved the Plan entitled “Strategy for Reducing Risks From Natural Hazards in Narragansett, Rhode Island”, also known as the Hazard Mitigation Plan. This 5-year Plan identifies the risks to the Town from natural hazards, identifies the Town’s vulnerabilities and assets, and sets action items for the next 5 years. As part of that Plan, the Town is required to complete a Progress Report on the action items included in the Plan. Also, because the Town participates in FEMA’s Community Rating System (CRS) program, a yearly progress report for the Hazard Mitigation Plan is required.

Attached is the progress report that has been drafted to meet these requirements.

On January 9, 2020, the Planning Board reviewed the report and voted to accept and send to the Town Council for review, discussion, receipt and placement on file with a vote of 4-0 (Fleming, Plaziak, Leighton, O’Neill).

ATTACHMENTS:

1. Town of Narragansett 2019 Hazard Mitigation Progress Report
TOWN OF NARRAGANSETT

2019 Progress Report on the Town’s Hazard Mitigation Plan Entitled:

“Strategy for Reducing Risks From Natural Hazards in Narragansett, Rhode Island”

January 21, 2020
Date this Report was Prepared: 01/02/2020

Name of Community: Town of Narragansett

Name of Plan: Strategy for Reducing Risks From Natural Hazards in Narragansett, Rhode Island

Date of Adoption of Plan: 1/14/2019

5 Year CRS Expiration Date: 1/13/2024

1. How can a copy of the original plan or area analysis report be obtained:

   The Plan is available on the Town’s website and a copy is available for viewing in the Community Development Department, the Town Clerks office and the Maurice Loontjens Library.

2. Describe how this evaluation report was prepared and how it was submitted to the governing body, released to the media, and made available to the public:

   Town Staff and the Local Hazard Mitigation Committee prepared this report. This report was presented to the Planning Board and provided to the Town Council. A copy of this report is also available on the Towns website for viewing by the media and the public.

3. Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:

   Attached is the list of current action items and, if progress has been made on an item, then it is noted below the description for that action.

4. Discuss why any objectives were not reached or why implementation is behind schedule:

   The Town applied for a grant from FEMA, which was submitted at the end of January, 2019, requesting approximately $750,000 to rebuild/repair the jetty in front of the Scarborough Waste Water Treatment Facility (Action Item # 7), however that
grant application was not approved because the proposed design was not permit-
able from the State’s Coastal Resources Management Council, and a revised design 
complying with CRMC was not acceptable to FEMA.

Other other items identified as limitations to implementation include, funding, staff 
resources and time limitations.

5. What are the recommendations for new projects or revised recommendations?

The Town has no new or revised recommendations at this time.

**Critical Roads/Evacuation Routes**

**Action 1**
Evacuation and Sheltering
Evacuation routes have been established and are properly signed throughout Town. The Town will continue to use existing tools to ensure a timely tourist evacuation and shelter, as needed.

- **Priority Score:** Low
- **Action Type:** Emergency Services
- **Lead:** Fire Chief (local EMA director)
- **Supporting:** Police Department, Public Works, RIEMA, and American Red Cross
- **Time frame:** As needed
- **Financing Options:** Town budget
- **Cost Estimate:** Low
- **Benefit:** Protection of life and property

**Shoreline Features**

**Action 2**
Beach and Dune Replenishment
The Parks & Recreation and Engineering Departments are working with the University of Rhode Island to update the Beach Profile. The Town will use dredged material from an accepted source or will purchase sand to enhance the dune system and/or re-nourish the Town Beach.

- **Priority Score:** Low
- **Action Type:** Natural Resource Protection and Property Protection
- **Lead:** Engineering Department
- **Supporting:** Parks & Recreation, Community Development
- **Time Frame:** Long term, or after major storms.
- **Financing Options:** Beach Fund, Federal and State Hazard Mitigation assistance as available.
- **Cost Estimate:** High.
- **Benefit:** Protection of beach assets by dunes, protection of Boston Neck Road (State) by dunes, prolonged life of beach (important revenue driver for the Town). Woods Hole Group 2011 Report will be used as the basis for the implementation of this project.

**Water and Waste Water Infrastructure**

**Action 3**
Bypass Sewer Main
Block (sand bags or air-inflated plugs placed in manholes) and then re-route sewage flow in damaged areas by use of trailer-mounted pumps and portable hoses. Scope is storm and damage dependent.
The Town Engineer will develop a procedure for bypassing sewer mains where roads are compromised.

**Priority Score:** High  
**Action Type:** Emergency Services  
**Lead:** Engineering Department  
**Supporting:** Wastewater Division  
**Timeframe:** Long term, or after major storms.  
**Financing Options:** Wastewater Enterprise Fund  
**Cost Estimate:** Medium  
**Benefit:** Protection of Life and Property

### Action 4
**Water Supply**
Suspend water lines underneath the bridge and place hydrants on either side of the bridge (Middlebridge) where appropriate so that a suction hose can be floated between hydrants. The water line improvements to Great Island are complete because the Town installed the under-channel line. The water line under Middlebridge is owned by Suez Water and the Town does not have any authority to complete this action item; however, it is a PUC regulated authority. The Town will work with Suez to complete this task. The Town is developing a Standard Operating Procedure (SOP) for isolating critical water mains in coastal areas (areas prone to road washouts).

**Priority Score:** Medium  
**Action Type:** Emergency Services  
**Lead:** Engineering Department, Police Department  
**Supporting:** EMA Director, RI DOT, RIEMA  
**Timeframe:** Medium-term  
**Financing Options:** Town Budget, FEMA Grants  
**Cost Estimate:** Medium  
**Benefit:** Protection of Life and Property

### Action 5
**Floodproofing Pump Stations**
A gravity sewer bypass has been installed for the Congdon Street pump. Staff have identified all potential flood water penetration points on the Galilee, Stanton Ave., Mattatuxet, and Allagash Trail Pump Station structures, and have surveyed each such point. During 2019, we anticipate issuing a construction contract to address each vulnerable penetration point. Flood proof sanitary sewer pump stations giving highest priority Bonnet Shores (Allagash).

**Priority Score:** Medium  
**Action Type:** Property Protection  
**Lead:** Engineering Department  
**Supporting:** None  
**Timeframe:** Long-term  
**Financing Options:** Town Budget and FEMA Flood Mitigation Assistance Program  
**Cost Estimate:** Medium  
**Benefit:** Protection of Life and Property

2019 **UPDATE:** The Town Engineering department has applied to RIEMA for FEMA Pre-Disaster Mitigation funding to reinforce and secure storm manhole covers in the Scarborough
WWTF from a severe coastal storm event. Pump station vulnerability and floodproofing measures are still being evaluated.

**Action 6**

**Retrofit Sewer Pumping Stations**

Narragansett will consider retrofitting any sewage pumping stations that have been problematic during storms.

- **Priority Score**: High
- **Action Type**: Emergency Services
- **Lead**: Engineering Department
- **Supporting**: None
- **Timeframe**: Medium-term
- **Financing Options**: Town Budget and FEMA Flood Mitigation Grants
- **Cost Estimate**: High
- **Benefit**: Protection of Life and Property

**Action 7**

**Scarborough WWTF Groin Rehabilitation**

The Town will commission a design, and then secure permits and construction improvements to the existing riprap groin located southeast of the Scarborough WWTF. The groin serves a dual purpose; first, it helps to protect the existing plant outfall pipe in the shallow surf zone, and second it helps to protect the beach in front of the WWTF by reducing the rate of sediment transport (beach stabilization).

- **Priority Score**: High
- **Action Type**: Structural Projects
- **Lead**: Engineering Department
- **Supporting**: None
- **Timeframe**: Medium to Long term, dependent on funding.
- **Financing Options**: Federal and State Hazard Mitigation assistance as available.
- **Cost Estimate**: High.
- **Benefit**: Property Protection, Structural Projects and Maintenance – Scarborough WWTF Asset Protection.

2019 UPDATE: The WWTF riprap groin did not qualify for a FEMA Hazard Mitigation Assistance grant. The Town Engineering department is preparing an application for RIDEM Green Economy Bond grant funding for the groin project to be submitted in January 2020.

**Public/Town-Owned Assets**

**Action 8**

**Underground Utilities and Fire Alarm Communications Upgrade**

The Town would like to study and implement a project to bury electrical wires and other suspended cables. The Town would like to take the above ground utilities and place them underground. In addition, the overhead fire alarm cable and equipment which connects emergency notification services to our municipal fire alarm system will be converted to newer technology using radio signaling fire alarm boxes.
2019 UPDATE: The Town’s overhead fire alarm cable and equipment which connects and services our municipal fire alarm system is undergoing conversion to newer technology using wireless radio signaling devices. This 5-year CIP project began September 2019 with Phase 1 - Upgrades to the Fire Department’s receiving center located within the public safety building and conversion of 17 town buildings or facilities to new wireless radio fire alarm signaling devices. Subsequent phases will require the remaining 145 private and/or publicly owned buildings or facilities which contain a mandatory forced notification systems or “Master Box” device to convert over a 5-year period at their cost.

Action 9
Town Tree Trimming Program
The Town of Narragansett will continue to work with utility companies to develop a program for regular tree trimming. The Town issues permits to the utility companies and property owners to trim trees in public right of ways. The Town’s goal is to formalize a written standard operating procedure with the utility companies and property owners with assistance from the local tree board. Plan is still ongoing in development.

Action 10
Tree Trimming Educational Program
The Town of Narragansett will create a brochure for the public to use for referral to local ordinances as well as proper care and maintenance of trees on private parcels. This Brochure
will dovetail with the “Town of Narragansett Urban Forestry Management Plan”, which will include a program offered through the Town whereby the Town will supply and plant trees on private property that will be cared for and maintained by the property owner.

**Priority Score:** Low  
**Action Type:** Public Education and Awareness  
**Lead:** Public Works Department  
**Supporting:** RI DOT, RI DEM, the Tree Board and Community Development  
**Timeframe:** Medium-term  
**Financing Options:** Town Budget and Donations for trees/supplies  
**Cost Estimate:** Low  
**Benefit:** Educational, Protection of Life and Property

**Causeways**

**Action 11**  
**Causeways**  
Keep causeways well maintained. If funding is available through either FEMA grants, other grant opportunities or as part of another improvement project, causeways should be considered for elevation with culverts, or removed for bridges. Causeways include Bonnet Causeway, Harbour Island, Wood Hill, Marine Drive, Frank Neck Road and Basin Road. The LHMC should consider this Action when funds are available in the future.

**Priority Score:** High  
**Action Type:** Structural Projects: Natural Resource Protection  
**Lead:** Planning Department, Engineering  
**Supporting:** Public Works Department, CRMC/ RI DEM and local utility companies, Non-Profits  
**Timeframe:** Long-term  
**Financing Options:** FEMA, RIDOT  
**Cost Estimate:** High  
**Benefit:** Protection of Life and Property as well as water quality and wetland preservation.

2019 UPDATE: A local community group (Harbour Island Improvement Association) contracted to install tidal gauges in Long Cove and Champlin Cove as well as at the port of Galilee. The results of this study have been submitted to the Town. The Town has applied for Pre-Disaster Mitigation Funding – Advanced Assistance, to complete a feasibility/alternatives analysis study of the options for improving the causeway to Harbour Island. The Full application will be submitted in January, 2020.

**Residential Areas**

**Action 12**  
**Public Information, Outreach and Incentive Program**  
The Town will continue to educate the contractors and homeowners on the risks of living in hazard-prone areas and will strengthen and expand the appropriate development standards for the overlay districts. Property preservation should be encouraged through structural elevation techniques and retrofitting for wind damage. Homeowners and contractors should be educated on appropriate methods to reduce damage. Narragansett will provide information to contractors and homeowners on risks of building in hazard-prone areas. The Town should use FEMA
publications or develop a town-specific list of appropriate techniques for homeowner self-inspection and suggest subsequent implementation of mitigation activities.

**Action Type:** Education and Awareness  
**Lead:** Building Inspections/Zoning  
**Supporting:** Community Development, Fire Chief (local EMA Director), Tree Board, and Institute for Business and Home Safety  
**Timeframe:** Medium-term  
**Financing Options:** Town Budget  
**Cost Estimate:** Low  
**Benefit:** Protection of Life and Property

**Action 13**  
**Property Acquisition**  
The Town will work to acquire repetitive loss structures. The Town currently has 19 repetitive loss properties.

**Priority Score:** Medium  
**Action Type:** Property Protection  
**Lead:** Building Official  
**Supporting:** Town Planner  
**Timeframe:** Long-term  
**Financing Options:** FEMA grants, land acquisition bonds (state and municipal), land bank, and RI DEM  
**Cost Estimate:** High  
**Benefit:** Protection of Life and Property

**Action 14**  
**Retrofit and Elevate, Relocate**  
The Town has stricter policies within the flood zone by enforcing the State Code and the Local Floodplain Overlay Ordinance that has been in place since 1987. In the floodplain, elevate structures to the 100-year base flood elevation. Encourage maximum setbacks and/or relocation. While retrofitting for flood, light structural and non-structural projects can easily be done at the same time that could help protect a home from wind and earthquake shaking, providing a greater benefit at a lower cost. FEMA manuals are available on construction practices for non-residential structures.

**Priority Score:** Medium  
**Action Type:** Prevention  
**Lead:** Building Official  
**Supporting:** Town Planner, Town Engineer  
**Timeframe:** Long-term  
**Financing Options:** FEMA grants  
**Cost Estimate:** High  
**Benefit:** Protection of Life and Property

**Action 15**  
**Policy for Rebuilding**  
Continue to enforce FEMA regulations for Point Judith Pond shoreline regarding rebuilding following substantial damage. All new structures will be elevated to FEMA regulations and retrofitted to withstand future damages. This is part of the ongoing policy and standard practice
for the Building Official by enforcing the State Building Code. The Town has an inordinate number of demolitions and rebuilds and whenever someone rebuilds they must comply with all FEMA regulations. The LHMC feels this is still extremely important to keep within the plan but it will virtually never be completed.

**Priority Score:** Medium  
**Action Type:** Prevention  
**Lead:** Building Official  
**Supporting:** State Floodplain Manager, RIEMA and State Building Commission  
**Timeframe:** Dependent on Storm Activity  
**Financing Options:** Town Budget  
**Cost Estimate:** Low  
**Benefit:** Protection of Life and Property

### Natural Resources/Recreation Areas/Public Areas

**Action 16**  
**Open Space Acquisitions**

One of the best ways to prevent flood damage is to keep flood-prone areas undeveloped. The town will try to acquire open space in flood zones through the Land Conservancy Trust, the Bonnet Shores Land Trust or Narrow River Land Trust. Special consideration should be given to erosion-prone areas or floodplains where there is a possibility of obtaining a bigger block of land (several adjoining lots) in the flood zone rather than a few separate smaller parcels. The Land Conservancy Trust (point of contact will be the Community Development Director) will pursue land for acquisition in flood-prone areas that would provide public access to coastal waters or that have experienced recurring flood damage.

**Priority Score:** Medium  
**Action Type:** Natural Resource Protection  
**Lead:** Land Conservancy Trust (Planning Department)  
**Supporting:** Town Planner, Town Council, FEMA and RIEMA  
**Timeframe:** Long-term  
**Financing Options:** FEMA grants, land acquisition bonds (state and municipal), land bank, and RI DEM  
**Cost Estimate:** High  
**Benefit:** Protection of Life and Property
**Historic Structures**

**Action 17**  
**Historic Flooding Signage Town-wide**  
Use informational signs at areas of historic flooding showing the 1938 surge elevations along Ocean Road. These signs could be as simple as a painted blue ring around a telephone pole or a plaque indicating where floodwaters have reached. It is especially important to include inland areas where the risk is not as obvious.

- **Priority Score:** Low  
- **Action Type:** Education and Awareness  
- **Lead:** Public Works Department  
- **Supporting:** RIEMA, Town Planner and the National Weather Service  
- **Timeframe:** Medium-term  
- **Financing Options:** FEMA grants, land acquisition bonds (state and municipal), land bank, and RI DEM  
- **Cost Estimate:** Low  
- **Benefit:** Protection of Life and Property

**Action 18**  
**Historic Flooding Informational Display in Town Hall**  
Create an interpretive display with photos and maps of prior flood damage. This display will be located in the Town Hall.

- **Priority Score:** Low  
- **Action Type:** Education and Awareness  
- **Lead:** Planning Department  
- **Supporting:** Historic District Commission  
- **Timeframe:** Medium-term  
- **Financing Options:** Town Budget  
- **Cost Estimate:** Low  
- **Benefit:** Protection of Life and Property

**Stormwater Assets**

**Action 19**  
**Storm water Projects** Critical storm water assets are slowly being threatened by sea level rise. The Town needs to take steps to retrofit these assets to prevent major damage and/or loss. The storm water assets are Stanton Ave. Outfall, Mettatuxet BMP, Petta. Terrace Level Spreader, Circuit Dr. BMP Ponds.

- **Priority Score:** Medium  
- **Action Type:** Structural Projects  
- **Lead:** Public Works  
- **Supporting:** Engineering Department  
- **Timeframe:** Low – Medium  
- **Financing Options:** Town Funding, Grants  
- **Cost Estimate:** High  
- **Benefit:** Environmental protection of waterways
2019 UPDATE: The Town has applied for FEMA Pre-Disaster Mitigation funding to rebuild the culvert at Spring Brook in Bonnet Shores. The Town has also applied for funding from the Nonpoint Source Implementation grant from the RI Department of Environmental Management (RIDEM) Office of Water Resources to install a storm water BMP on Indian Trail adjacent to the Narrow River.
TO: James R. Tierney, Town Manager  
FROM: Michael J. DeLuca, Community Development Director  
SUBJECT: Second reading of an ordinance to amend Narragansett’s Code of Ordinances addressing changes made by FEMA to the Flood Insurance Rate Map panels due to an update of the Flood Insurance Study for Washington County, RI.  

RECOMMENDATION: That the Town Council READ, PASS AND ADOPT as a Second Reading “An ordinance in amendment of Chapter 731 of the Code of Ordinances of the Town of Narragansett, Rhode Island, entitled “Zoning”, specifically text revisions at Section, 4.7 (Special Flood Hazard Overlay District).  

SUMMARY: The Department of Homeland Security’s Federal Emergency Management Agency (FEMA) recently completed a revision to the Washington County Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM). The changes to the FIRM do not affect the Special Flood Hazard Areas in Narragansett, however the Town “shares” maps with the neighboring communities of South Kingstown and North Kingstown. As changes have affected these shared maps, the Town will be required to update the map panel references. 

FEMA has set the FIRM effective date as April 3, 2020. Narragansett will need to have the floodplain management ordinance updated prior to the effective date. Should this update not occur within six months of the date of the letter of notice (October 3, 2019), the Town will be suspended from participation in the National Flood Insurance Program and subject to prohibitions contained in Section 202(a) of the 1973 Flood Disaster Protection Act, as amended. 

Also included in the letter are all the Letters of Map Change (LOMC) that have been approved through FEMA. These LOMC’s will not be reflected in the map update “because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside of the Special Flood Hazard Area, as shown on the FIRM”. These LOMC’s will be revalidated after the revised FIRM becomes effective through a single letter reaffirming the validity of the LOMCs. 

On December 17, 2019 the Planning Board reviewed the drafted ordinance and recommended approval with a vote of 5-0 (Fleming, Plaziak, Indeglia, Leighton, O’Neill). Town Council held a public hearing on this matter on January 6, 2020. Town Council held a public hearing on this matter on January 6, 2020 and voted 5-0 to approve the changes and INTRODUCED, READ, PASSED and ACCEPTED the first reading of the Ordinance. 

ATTACHMENT:  
1. New panel text Ordinance
TOWN OF NARRAGANSETT

CHAPTER

AN ORDINANCE IN AMENDMENT OF CHAPTER 731 OF THE CODE OF ORDINANCES OF THE TOWN OF NARRAGANSETT, RHODE ISLAND, ENTITLED “ZONING”

It is ordained by the Town Council of the Town of Narragansett as follows:

Section 1: That Section 4.7 of the Zoning Ordinance entitled “special flood hazard area overlay district” is hereby amended within subsection (b) by deleting the text in strikeout and adding the underlined text:

(1) Special flood hazard areas.

The special flood hazard areas are herein established as a floodplain overlay district (district). The district includes all special flood hazard areas within the Town of Narragansett designated as zone A, AE, AH, AO, A99, V, or VE on the Washington County Flood Insurance Rate Map (FIRM) and Digital FIRM issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The map panels of the Washington County FIRM that are wholly or partially within the Town of Narragansett are panel numbers 44009C0114J, 44009C118J, 44009C192J, 44009C194J, 44009C0202J, 44009C0203J, 44009C0204J, 44009C0206J, 44009C0208J, 44009C0211J, 44009C0212J, 44009C0213J, 44009C0214J, 44009C0307J, and 44009C0326J dated October 16, 2013, and panel numbers 44009C0114K, 44009C0202K, 44009C0203K, and 44009C0204K dated April 3, 2020. The exact boundaries of the district may be defined by the 100-year base flood elevations shown on the FIRM and further defined by the Washington County Flood Insurance Study (FIS) report dated October 16, 2013, and April 3, 2020. The town manager's designee is responsible for floodplain management. The FIRM and FIS report and any revisions thereto are incorporated herein by reference and are on file with the town clerk, building official, and the department of community development.

Section 7: This ordinance shall take effect on April 3, 2020, and all other ordinances or parts of ordinances inconsistent herewith are hereby repealed.

First reading, read and passed in the Town Council meeting legally assembled the ____ day of ________________, 2020.

Second reading, read and passed in the Town Council meeting legally assembled the ____ day of ________________, 2020.

ATTEST:

Theresa C. Donovan, CMC
Town Clerk
TO: James Tierney, Town Manager
FROM: Jonathan Gerhard, P.E., Town Engineer
SUBJECT: Solar Power Contracts – University Solar, LLC and Founder’s Homestead Farm Solar, LLC

RECOMMENDATION:

That the Town Council authorize the Town Manager to sign the Net Metering Credit Sales Agreement with Founder’s Homestead Farm Solar, LLC, and the Estoppel Certificates for Founder’s Homestead Farm Solar, LLC and University Solar, LLC.

SUMMARY:

The Towns of South Kingstown and Narragansett and the University of Rhode Island have formed a consortium to investigate and ultimately implement on and off-site solar power generation facilities on Town and University-owned property in South Kingstown, and on a privately owned parcel in West Greenwich. Designed to take advantage of the current Federal Solar Investment Tax Credit program, these projects have the potential to develop power equivalent to 100% of the electrical demands for both Towns (municipal accounts) and 70% of URI’s demand. Our consultant of record in this process is Competitive Energy Services (CES); the selected vendor for the on-site projects is Kearsarge Energy, LP, while the selected vendor for the off-site project is University Solar/Energy Development Partners (University Solar). The vendors were selected after a lengthy and comprehensive public procurement and vetting process.

“Net Metering Credit Sales Agreements” (NMCSA) are complex agreements between the Consortium members and the project developers, in this case University Solar, that define each party’s responsibilities in terms of permitting, constructing, and operating an off-site solar energy facility (all by University Solar) and the distribution of net metering credits. Each Consortium member has its own agreement with University Solar, although with identical terms (other than the specific power generation and offtake numbers, which are tied to each member’s demand). The first phase of the University Solar project is on-line and active as of December 2019. A similar agreement with Kearsarge Energy was developed and executed by the Town in 2017 for the Rose Hill and Plains Road projects. Those projects are on-line and active as of October 2018.

The Town entered the original NMCSA with University Solar for the West Greenwich site on February 24, 2017. That agreement defined the scope of the project and provided a timeline for implementation, along with a penalty clause if the project was
delayed.

West Greenwich project has received all the local approvals, as well as the National Grid approval for the transmission interconnection. There were some RIDEM issues in terms of wetlands at the site, and University Solar had to acquire additional property to offset land that may not be developable. As a result, University Solar split the project into two (2) phases, which necessitated “First Amendment to the Net Metering Credit Sales Agreement” to the original agreement, which the Town entered on February 20, 2019. The First Amendment acknowledged the carve-out of the “Facility 4” portion of the project.

In conjunction with the First Amendment, the Consortium partners also entered a separate NMCSA with University Solar 2, LLC (an affiliate of University Solar, LLC) for the Facility 4 portion delayed from the original project. The terms of the agreement mirror the originally negotiated agreement from 2017 relative to the sale of net metering credits and the subsequent distribution of savings back to the partners. University Solar 1 construction is complete, facility commissioning was completed in December 2019, and the facility is currently in commercial operation. University Solar 2 construction is ongoing and facility commissioning is expected to take place in June 2020. University Solar recently secured additional financial backing for the projects from AES Distributed Energy (AES).

The Town entered the “Second Amendment to the Net Metering Sales Agreement” with University Solar on December 17, 2019. The Second Amendment documents both party’s acknowledgment that the agreement is treated as a service contract, which provides comfort to the tax equity investor that the IRS will honor the project’s solar investment tax credit (ITC) eligibility and revises the design capacity and projected annual energy production amounts for the University Solar 1 project to reflect the final design and construction conditions so that the accounting of energy production and credit amounts will be accurate. Based upon the revised energy production projections, the University Solar projects will not be able to satisfy the contractual energy capacity obligations.

University Solar and AES have proposed to satisfy the energy capacity shortfall with available capacity from an alternative off-site solar energy facility, the Founder’s Homestead Farm Solar facility located on West Main Road in Portsmouth, RI as described in the appended Net Meter Credit Sales Agreement. The terms of this agreement mirror the originally negotiated agreements with University Solar relative to the sale of net metering credits and the subsequent distribution of savings back to the partners. The Founder’s Homestead Farm Solar facility is an existing facility currently in commercial operation.

As the financier of the projects, AES is requesting Estoppel Certificates for the commercially operating solar facilities. The Estoppel Certificates assert and confirm
that the terms and conditions of the original agreements remain in full force and effect, which provides comfort to the tax equity investor in regard to the projects’ financing agreements and solar investment tax credit (ITC) eligibility.

Solar Power Contract – University Solar, LLC and Founders Homestead Farm Solar, LLC
Town Council Meeting January 21, 2020
Page 3

ATTACHMENT(S):

1. Net Metering Credit Sales Agreement – Founder’s Homestead Farm Solar, LLC.
2. Estoppel Certificate – Founder’s Homestead Farm Solar, LLC.
NET METERING CREDIT SALES AGREEMENT

Net Metering Credit Sales Agreement ("Agreement") is entered into as of January ___, 2020 ("Effective Date") and is by and between Founder's Homestead Farm Solar, LLC, as seller ("Seller"), and the Town of Narragansett Rhode Island, as buyer ("Buyer"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain a Solar Energy Facilities (such facilities, collectively, the "Solar Energy Facilities");

WHEREAS, Seller is an affiliate of University Solar, LLC, which, along with Buyer, are parties to that certain Net Metering Credit Sales Agreement dated as of February 2017, as amended ("NMCSA 2017");

WHEREAS, Exhibit D of NMCSA 2017 provides University Solar, LLC the right to propose to Buyer the replacement of any Solar Energy Facility with one or more alternative Solar Energy Facilities with an aggregate project size of not more than the project size of the Solar Energy Facility or Facilities being replaced, providing University Solar, LLC and Buyer mutually agree to any such replacement;

WHEREAS, University Solar, LLC, acting through its affiliate Founder's Homestead Farm Solar, LLC, proposes to replace reduced generating capacity in the NMCSA 2017 with the Solar Energy Facilities set forth in this Agreement, and Buyer consents to this replacement in accordance with Exhibit D of NMCSA 2017;

WHEREAS, the Solar Energy Facilities are each expected to qualify as a Eligible Net Metering Systems pursuant to the Net Metering Regulations and will, therefore, generate Net Metering Credits for each kilowatt hour of electricity generated by the Solar Energy Facilities;

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Net Metering Credits generated by the Solar Energy Facilities during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE I
DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they
appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

"Applicable Legal Requirements" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the Net Metering Regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party's rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Solar Energy Facilities, as well as the selling and purchasing of Net Metering Credits therefrom.

"Business Day" means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

"Buyer's Percentage" means the percentage of the Net Metering Credits allocated to Buyer, as set forth in Exhibit C, hereto.

"Commercial Operations Date" means the first date on which each Solar Energy Facility generates electric energy on a commercial basis, and the interconnection to the local electrical distribution system has been authorized and is functioning with the LDC.

"Energy" means the amount of electricity either used or generated over a period of time, expressed in terms of kilowatt hour ("kWh") or megawatt hour ("MWh").

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Solar Energy Facility, the production of electrical energy from the Solar Energy Facility and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits, as defined in this Agreement, below. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives, Net Metering Credits, and Tax Attributes, as defined in this Agreement, below. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

"Force Majeure" means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this
Agreement, including, but not limited to, Acts of God; hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of Force Majeure by Buyer; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of Force Majeure to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

“Governmental Authority” means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, local electric distribution company, or other similar entity, on or with respect to the Net Metering Credits.

“Interconnection Agreement” shall mean the Interconnection Service Agreement(s) entered into with the local electric distribution company, each of which authorizes the interconnection of the respective Solar Energy Facility with the local electric distribution system, which confirms the eligibility of each Solar Energy Facility for treatment as an Eligible Net Metering Resource for a Public Entity Net Metering Financing Arrangement, and which specifies (directly or by reference to the “Schedule Z” filed by Sellers under the Tariff) the manner in which Net Metering Credits shall be allocated.

“Interest Rate” means the rates established by the State of Rhode Island General Laws Section 42-11.1-1 et seq.

“LDC” means the local electric distribution company.

“LDC Schedules” means any exhibits, schedules, forms or related documents required by the LDC to enable the Solar Energy Facilities to qualify for Net Metering, including Exhibit G to Interconnection Agreement and Schedule Z.

“Lender” means the entity or person(s) providing financing to Sellers in connection with the Solar Energy Facility.

“Net Metering Credits” shall include “Renewable Net Metering Credits” in and “Excess Renewable Net Metering Credits” (each as defined in the Net Metering Provision).

“Net Metering” shall have the meaning set forth in the Net Metering Provision.
“Net Metering Provision” means RI PUC No. 2150 Net Metering Provision, as amended from time to time.

“Net Metering Regulations” are Rhode Island General Laws Section 39-26.4 and the Net Metering Provision, as each may be amended from time to time.

“Public Entity Net Metering Financing Arrangement” shall have the meaning set forth in Rhode Island General Laws Section 39-26.4.

“Renewable Energy Certificate” or “REC” (and included within the meaning of “Environmental Attributes” as defined in this Agreement, above) means a certificate, credit, allowance, green tag, or other transferable indicia, including but not limited to Solar REC’s, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Metering Credits.

“Solar Energy Facility” means the solar (PV) power electrical generation facilities, to be constructed owned, operated and maintained by Seller, as further described in Exhibit D.

“Tariff” means the LDC’s tariff for interconnection for distributed generation and net metering services, as approved by the Rhode Island Public Utilities Commission, together with any subsequent amendments and approvals thereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Solar Energy Facilities or the output generated by the Solar Energy Facilities (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Year” means the time period commencing on the anniversary of the Commercial Operations Date and extending until the next twelve-month anniversary of the Commercial Operations Date.

ARTICLE II
TERM

2.1 Term. The term of this Agreement (the “Term”) shall commence on the Effective Date, and shall end at the earlier of (i) 11:59 PM on the day preceding the twenty-fifth (25th) anniversary of the latest Commercial Operations Date (the “Termination Date”), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. The Buyer or Seller may terminate this Agreement as to the Solar Energy Facility owned by Seller without penalty or any liability (a) prior to the Commercial Operations Date if such Solar Energy Facility has not achieved commercial operation on or before October 31, 2019; provided, however, that Seller shall have the right to extend such deadline another twelve (12) months in the event of a delay attributable to the LDC interconnection
process, or (b) after the Commercial Operations Date if the Solar Energy Facilities create less than seventy-five percent (75%) of their expected Net Metering Credits, as set forth in Exhibit C, hereto, over a period of twelve (12) consecutive months. In the case of termination pursuant to this Section 2.2, the terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate as to that Solar Energy Facility without further liability of the Seller owning that Solar Energy Facility to the Buyer and of the Buyer to the Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE III
FACILITY OWNERSHIP AND OPERATION

3.1 Title. Subject to Section 4.5, Buyer shall not be entitled to any ownership interest in, and as between Buyer and Seller, Seller shall have title to, the Solar Energy Facilities, along with any Environmental Attributes, generation capacity attributes and related credits, RECs, and Tax Incentives generated or associated with the Solar Energy Facilities, except that beginning on the tenth anniversary of the Commercial Operations Date, Buyer shall have title to all Environmental Attributes and RECs for the remaining term of the Agreement; provided, however, that for the purposes of complying with the Net Metering Regulations and the Tariff, the Parties agree that during the Term of this Agreement Buyer shall be identified as the customer of record on the “Net Metered Account” associated with each individually metered portion. In connection with the above, Buyer authorizes Seller to file any required LDC Schedules with the LDC, and to take all other necessary and appropriate actions under Applicable Legal Requirements to qualify the Solar Energy Facilities as an Eligible Net Metering Resources and this agreement as a Public Entity Net Metering Financing Arrangement.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall promptly notify Buyer in writing when each Solar Energy Facility has achieved the Commercial Operations Date.

3.3 Seller’s Operation of Facilities. Seller shall install, operate and maintain each Solar Energy Facility in accordance with all Applicable Legal Requirements, all equipment manufacturers’ guidelines and recommendations, and pursuant to widely accepted solar generation industry practice and shall maintain such documents and records necessary to confirm Sellers’ installation, operation and maintenance of the Solar Energy Facilities in accordance with such standards.

3.4 Seller’s Obligation To Maintain Facilities: Insurance. Seller shall maintain the Solar Energy Facilities in good working order at all times during the Term of this Agreement, subject to reasonable time allowed for maintenance, repair, safety-related shut-downs and event(s) of Force Majeure. Seller shall carry insurance coverage in an amount reasonably expected to repair or replace the Solar Energy Facilities if damaged, or in an amount as required by a Lender, at Sellers’ discretion. Seller shall maintain a valid Certificate of Insurance (COI) with policy limits for the duration of the contract.

ARTICLE IV
PURCHASE AND SALE OF NET METERING CREDITS

Page 5 of 26
4.1 Sale and Purchase of Net Metering Credits. Commencing on the Commercial Operations Date, on a monthly basis Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept all of Seller’s right, title and interest to Buyer’s Percentage of the Net Metering Credits generated by the Solar Energy Facility, free and clear of all claims, liens, security interests and encumbrances of any kind, nature and description.

4.2 Allocation. To facilitate delivery of the Net Metering Credits purchased and sold pursuant to Section 4.1, Seller shall request (through completion of the applicable LDC Schedules) that the LDC allocate the quantity of Net Metering Credits specified in Section 4.1 to Buyer’s customer account(s), as further set forth in Exhibit A, “Buyer’s Designation of Customer Accounts”, attached hereto and incorporated herein. Buyer understands that the Net Metering Credits received by Buyer for a particular month will be reflected on Buyer’s statement from the LDC as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on Buyer’s monthly invoice according to the LDC’s billing cycle, which may be approximately one (1) month after the Net Metering Credits are generated by the Solar Energy Facilities.

4.3 Buyer’s Purchase Contingent on Allocation of Credits by LDC. The Parties acknowledge and agree that Buyer’s agreement to purchase Net Metering Credits from Seller is contingent upon and subject to the LDC’s acceptance of and allocation of such Net Metering Credits to Buyer’s customer account with LDC as set forth in Section 4.2 herein. During the Term of this Agreement, if for any reason the LDC refuses to allocate a portion or all of the Net Metering Credits to Buyer’s customer account, Buyer’s obligation to purchase such Net Metering Credits shall terminate, and Seller shall promptly refund to Buyer the amount paid by Buyer for any such Net Metering Credits which the LDC refused to credit to Buyer’s customer account.

4.4 Payment. The amount that Buyer shall pay to Seller for the Net Metering Credits allocated by Seller to Buyer (the “Payment”) shall be determined as shown in Exhibit B, attached hereto and incorporated herein.

4.5 Title To Net Metering Credits. Title to the Net Metering Credits will pass from Seller to Buyer upon allocation to Buyer’s customer account(s) by the LDC.

4.6 Non-Exclusive Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that Buyer’s agreement to purchase Net Metering Credits from Seller is not exclusive and Buyer shall have the right and ability to enter into agreements with other parties to purchase additional Net Metering Credits and/or RECs, subject to all Applicable Legal Requirements.

4.7 Governmental Charges.

a. Seller is responsible for any Governmental Charges currently attributable to the income from the sale of Net Metering Credits to Buyer, irrespective of whether imposed before, upon or after the allocation and delivery of Net Metering Credits to Buyer. Buyer is responsible for any other Governmental Charges, if any, attributable to the sale of Net Metering Credits to Buyer, whether imposed before, upon or after the allocation and delivery of Net Metering Credits to Buyer, and shall reimburse Seller for any such Governmental Charges paid by Seller.

b. The Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges to the extent permitted by law.
In the event any of the sales of Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party claiming such exemption shall, upon a Party’s written request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion in a timely manner.

ARTICLE V
PAYMENT

5.1 Payment. During each monthly LDC billing cycle, Seller shall provide Buyer with an invoice for the Net Metering Credits allocated to Buyer’s designated account(s) during the prior monthly LDC billing cycle (the “Invoice”). The Seller shall send a copy of each Invoice to Competitive Energy Services, LLC or its successor. The Invoice shall be based on the actual Net Metering Credits that appear in the Buyer’s LDC bill(s) for the designated account(s). Buyer shall either promptly provide its monthly LDC bill to Seller, or, shall allow Seller to access Buyer’s monthly bill directly with the LDC, at Buyer’s discretion. Subject to the provisions of Section 4.3, Buyer shall pay all invoiced amounts owed to Seller by a mutually agreeable method. Any payment not made to Sellers within thirty (30) days of the Buyer’s receipt of a proper Invoice shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Seller. Such interest shall accrue at a rate equal to the Interest Rate.

5.2 Records and Audits. Except as required by law, each Party shall keep, for a period of not less than six (6) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, Invoices, charges, computations and payments for such transaction. 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. Seller shall, at Buyer’s request, provide documentation of the amount of electricity generated by the Solar Energy Facilities and/or the calculation of the Net Metering Credits.

5.3 Dispute. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall immediately 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 of such resolution along with the interest accrued at the Interest Rate, from and including the due date through and including the date such payment is actually receive by Seller. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate at the option of the overpaying Party. The Parties shall only be entitled to dispute an amount owed or paid within twenty-four (24) calendar months from the date of issuance of such Invoice. If the Parties are unable to resolve a payment dispute under this Section 5, the Parties shall follow the procedure set forth in Section 12.5.

ARTICLE VI
OBLIGATIONS OF THE PARTIES

6.1 Net Metering.

   a. Each Party’s obligations under this Agreement are subject to each Solar Energy Facility qualifying for Net Metering as an Eligible Net Metering Resource and this Agreement as
a Public Entity Net Metering Financing Arrangement, subject to the provisions of the Net Metering Regulations. If, within fifteen (15) months from the Effective Date, a Solar Energy Facility does not so qualify, this Agreement shall terminate with regards to that Solar Energy Facility without further liability of the Seller to the Buyer and of the Buyer to Seller, provided that the Buyer and such Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

b. Subject to the provisions of this Agreement, Seller and Buyer, but for Buyer only with respect to any required LDC Schedules, agree to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Solar Energy Facility to be eligible for and participate in Net Metering as an Eligible Net Metering Resource and this Agreement as a Public Entity Net Metering Financing Arrangement.

c. The Seller acknowledges that each Solar Energy Facility is intended to qualify as an Eligible Net Metering Resource, and agree not to take any action inconsistent with the Solar Energy Facilities' status as such facilities except insofar as said action is required by any Applicable Legal Requirements.

d. So long as any such amendment will materially benefit a Party without material detriment to the other Parties and is otherwise permitted by law, the Parties commit to each other in good faith to make commercially reasonable efforts to fully cooperate and assist each other to amend this Agreement to conform to any rule(s) or regulation(s) regarding Net Metering and ensure that the Solar Energy Facilities are eligible for Net Metering pursuant to a Public Entity Net Metering Financing Arrangement.

e. Upon implementation by the Rhode Island Public Utilities Commission, or other Governmental Authority of any rule or regulation that may affect any provision of this Agreement, in particular any rule or regulation regarding the provision of or eligibility for Net Metering, the affected Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion.

6.2 Seller’s Obligations.

a. Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority or the local electric distribution company.

b. Seller shall perform their respective obligations under this Agreement in full compliance with the Applicable Legal Requirements.

6.3 Buyer’s Obligations.

a. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

b. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement, which cooperation shall include, but not be limited to, timely providing (or to the extent possible, reasonably facilitating that the LDC timely provides) to Seller full and
complete information regarding the actual cash value of any Net Metering Credits that have been allocated to Buyer’s customer account by the LDC.

6.4 Condition Precedent.

Seller’s obligations under this Agreement are conditioned upon approval of this Agreement by Seller’s Lender. Seller shall have obtained such approval within sixty (60) days of the Effective Date of this Agreement. If Seller has not obtained such approval, (i) the Parties may agree to extend the time to obtain approval; or, (ii) Seller may waive such condition or either Party may terminate this Agreement without penalty to either Party.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; BUYER’S COVENANTS

7.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Parties as follows.

a. The Party is duly organized, validly existing, and in good standing under the laws of Rhode Island.

b. The Party has full legal capacity to enter into and perform this Agreement.

c. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

d. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.

e. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party’s knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party’s ability to carry out the Party’s obligations hereunder.

7.2 Forward Contract; Bankruptcy Code. Sellers assert that this Agreement and the transactions contemplated hereunder are a “forward contract” within the meaning of the United States Bankruptcy Code, and that Seller is a “forward merchant” within the meaning of the United States Bankruptcy Code. The Seller further asserts that Seller is not a “utility”, as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.
ARTICLE VIII
TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

a. The Party fails to make any payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed in good faith.

b. The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from another Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party’s time to do so shall be extended by the time reasonably necessary to cure the same, but in no event shall this time exceed 90 days.

c. Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.

d. The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) except for assignments made pursuant to Section 10.1 (regarding financing), makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) except for exercise of possession through assignments made pursuant to Section 10.1 (regarding financing), has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.2 Force Majeure. Except as specifically provided herein, if by reason of Force Majeure a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure event, gives the other Parties hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the Party
which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default. Upon the occurrence of an Event of Default, a non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.

In the event this Agreement is terminated as a result of an Event of Default or for any other reason, including an Early Termination under Section 2.2, (i) Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Metering Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Metering Credits generated by Seller that have or may continue to be allocated to Buyer by the LDC, and (ii) Seller shall notify the LDC promptly to stop any future Net Metering Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer. In connection with the foregoing sentence, Buyer and Seller agree to execute any documents as may be reasonably required by the LDC.

ARTICLE IX
REMEDIES AND LIMITATION OF LIABILITY

9.1 Remedies. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of a Party’s non-performance under this Agreement.

9.2 Limitation of Liability. WITH THE EXCEPTION OF THE OBLIGATIONS SET FORTH IN THE FOLLOWING SECTION 9.3, NO PARTY SHALL BE LIABLE TO THE OTHERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. Notwithstanding anything to the contrary in this Agreement, Buyer’s liability is subject to the Governmental Tort Liability Act, RI Gen Law 9-31-1 et seq.

9.3 Indemnification. Seller shall defend, indemnify and hold harmless Buyer, its governing board and council and the State of Rhode Island, and their respective officers, directors, agents, and employees from and against any and all claims, demands, liens, lawsuits, judgments or actions of any nature that may be brought by third parties on account of the construction, installation, operation, maintenance, repair or replacement of the Solar Energy Facilities or any
component thereof. Nothing in this Section 9.3 shall require Seller to indemnify Buyer for any losses or claims to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, Buyer its board and council members, officers, directors, agents, invitees and employees.

9.4 Waivers.

a. No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party’s duly authorized agent. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve any other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of a Party to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. Acceptance of Payment. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any other default under the covenants or agreements of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

ARTICLE X
ASSIGNMENT

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Party, which consent may not be unreasonably conditioned, withheld or delayed, except that no prior written consent shall be required in connection with any assignment by Seller (i) in connection with the financing of a Solar Energy Facility or (ii) with respect to any Solar Energy Facility to an affiliate of Seller that is the owner of such Solar Energy Project, providing such affiliate has demonstrated to the reasonable satisfaction of Buyer that it has the capability and financial capacity to perform all of Seller’s obligations under this Agreement. Upon request of the Seller in connection with any assignment pursuant to clause (ii) of the preceding sentence, the Buyer shall enter into a new agreement with the assignee in substantially the form of this Agreement with respect only to the Solar Energy Facility owned by such assignee and with a term equal to the remaining portion of the Term.

10.2 Collateral Assignment; Financing Provisions.

a. Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing
for the Solar Energy Facility. Buyer acknowledges that in connection with such transactions Seller may secure Seller’s obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Solar Energy Facilities. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Buyer agrees as follows:

i. Consent to Collateral Assignment. Buyer hereby consents to the collateral assignment for the financing of the Seller’s right, title and interest in and to this Agreement.

ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Solar Energy Facilities, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Solar Energy Facilities;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Sellers thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller’s interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Solar Energy Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice at the address provided by Lender of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving
rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller's default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all material defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, and which are capable of cure by a third person or entity, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control Buyer shall continue to receive all the Net Metering Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect.

(b) Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel concerning Buyer's legal status and authority as may be reasonably requested by Seller and/or Lender in connection with the financing or sale of the Solar Energy Facilities, pursuant to this Section 10.2.

ARTICLE XI
AMENDMENT FOR FINANCING

11.1 Modifications of the Agreement for Financing. If a Lender requires this Agreement to be modified, or if a Seller, in good faith, require the Agreement to be modified in order to finance the Solar Energy Facility or Facilities, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. If the Parties, negotiating in good faith, cannot agree on such amendments, or if a Seller determines in good faith that the Agreement cannot be amended to allow the Solar Energy Facility to be financed in a commercially reasonable manner, then the terminating Party shall give all other Parties thirty (30) days prior written notice and this Agreement shall terminate as to that Solar Energy Facility without further liability of the Seller owning that Solar Energy Facility to the Buyer and of the Buyer to that particular Seller, provided that the Buyer and such Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.
ARTICLE XII
MISCELLANEOUS

12.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested, and shall be sent to the following addresses:

If to Seller:

Founder’s Homestead Farm Solar, LLC
c/o AES Distributed Energy, Inc.
282 Century Place, Suite 2000
Louisville, CO 80027

If to Buyer:

Town of Narragansett
25 Fifth Avenue
Narragansett, RI 02882
Attn: Town Manager

With a copy to:
Competitive Energy Services, LLC
148 Middle St., Suite 500
Portland, ME 04101

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

12.1 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

12.2 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Rhode Island without regard to principles of conflicts of law.
12.3 **Dispute Resolution.** Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 12.5 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

   a. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of formal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for formal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

   b. In the event that the Parties cannot timely resolve a dispute, by informal negotiations, the sole venue for judicial enforcement shall be the state and federal courts located in Providence, Rhode Island. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of Rhode Island in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

12.4 **Entire Agreement.** This Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.5 **Press Releases.** No Party shall use the name, trade name, service mark, or trademark of the other in any promotional or advertising material without the prior written consent of the other Parties, provided that such consent by Buyer may require the Parties to execute a separate trademark licensing agreement. Further, Buyer shall not issue any statement or make any representation to the effect that during the Term of this Agreement Buyer is consuming or otherwise using the Energy generated from the Solar Energy Facilities, or that during the first ten Years of the Term of This Agreement, Buyer is using the Environmental Attributes for its own purposes.

12.6 **No Joint Venture.** Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of any other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

12.7 **Amendments; Binding Effect.** This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

12.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.9 **Further Assurances.** From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances,
reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

12.10 **Good Faith.** All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

12.11 **Survival.** The provisions of Sections 3.1 (Title), 5.1 (Payment), 5.2 (Records and Audits), 5.3 (Dispute) and 8.3, second paragraph (Termination for Default) shall survive the expiration or earlier termination of this Agreement for a period of three (3) years and the provisions of Sections 9.1 (Remedies), 9.2 (Limitation of Liability), 9.4 (Waivers), 10.2(a)(ii)(D) (Cure of Bankruptcy Rejection) and Article 12 (Miscellaneous) shall survive the expiration or earlier termination of this Agreement indefinitely.

12.12 **No Third-Party Beneficiaries.** Except with respect to the Discounts shown in Table B-1 and Table B-2 of Exhibit B of this Agreement, to which Competitive Energy Services, LLC is an acknowledged third-party beneficiary, this Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, except that this Section 12.12 shall not limit the rights of a Lender pursuant to Section 10.2.

12.13 **Tax Status.** The Parties acknowledge that this Agreement purports to be a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended. Neither Party will take any position on any tax return or related filing that is inconsistent with the foregoing. So long as Buyer does not breach any provision of this Section 12.13, Seller shall indemnify and hold harmless Buyer, its' governing board and council, their respective members, officers, directors, agents and employees from and against any and all losses of any nature to the extent arising from the Parties acknowledgement and agreement in this Section 12.13.

[Signature page to follow.]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER

The Town of Narragansett Rhode Island

By: ________________________________

Name: ________________________________

Title: ________________________________

SELLER

Founder’s Homestead Farm Solar, LLC

By: ________________________________

Name: Woody Rubin

Title: President

List of Exhibits to Agreement

Exhibit A – Buyer’s Designation of Customer Accounts

Exhibit B – Payment

Exhibit C – Projected Net Metering Credits

Exhibit D - Solar Energy Facility
**EXHIBIT A**

**BUYER’S DESIGNATION OF CUSTOMER ACCOUNTS**¹

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<td>Narragansett</td>
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</tr>
</tbody>
</table>

¹ Buyer to confirm.

---

Standard Form – Net Metering Credit Agreement
EXHIBIT B
PAYMENT

During each LDC Billing Period, the amount that Buyer shall pay to Seller for Buyer’s Percentage of Net Metering Credits shall be determined by multiplying the actual value of the Buyer’s Percentage of Net Metering Credits by an amount equal to one (1) minus the applicable percentage discount (the “Discount”) shown in Table B-1 but expressed as a decimal.

Notwithstanding the above computation, if during any Year following the tenth anniversary of the Commercial Operations Date, the total revenue received from the Net Metering Credits divided by the total generation of the Facilities is less than $0.13 (“Net Credit Revenue”), the Discount shall be reduced as shown in Table B-2 below for the following Year only, and further, if at any time during the Term of this Agreement Seller is directed by Competitive Energy Services, LLC or by the South Kingstown Solar Consortium, to cease making payments to Competitive Energy Services, LLC, the Discounts shown in Table B-1 and Table B-2 shall be multiplied by 1.0526316.

Table B-1

<table>
<thead>
<tr>
<th>Year</th>
<th>Discount</th>
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<tr>
<td>1</td>
<td>21.375%</td>
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<tr>
<td>2</td>
<td>21.375</td>
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<td>3</td>
<td>21.375</td>
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<tr>
<td>4</td>
<td>21.375</td>
</tr>
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<td>5</td>
<td>21.375</td>
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<tr>
<td>6</td>
<td>21.375</td>
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<tr>
<td>7</td>
<td>21.375</td>
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<tr>
<td>25</td>
<td>21.375</td>
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<tr>
<td>Net Credit Revenue</td>
<td>Discount</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Between $0.1250 and $0.1299</td>
<td>20.9%</td>
</tr>
<tr>
<td>Between $0.1200 and $0.1249</td>
<td>19.95%</td>
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<tr>
<td>Between $0.1150 and $0.1199</td>
<td>19.0%</td>
</tr>
<tr>
<td>Between $0.1100 and $0.1149</td>
<td>18.05%</td>
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<td>Between $0.1050 and $0.1099</td>
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<tr>
<td>Less than $.1049</td>
<td>16.15%</td>
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EXHIBIT C
Buyer’s Percentage and Projected Net Metering Credits

Buyer’s Percentage is equal to 2.63%.

The Parties acknowledge that Buyer is a Member of the South Kingstown Solar Consortium (“Consortium”). Among other things, the Consortium Members have agreed to make effective a reallocation of Net Metering Credits among themselves if in the future a Member is unable to utilize on a continuing basis a portion of its Net Metering Credits to offset its electricity costs. This reallocation is intended by the Consortium to be accomplished by modifying one or more Consortium Member’s Buyer’s Percentages under Net Metering Credit Sales Agreements with the Seller.

At the request of Buyer, Seller agrees to take all reasonable actions to implement modifications to Buyer’s Percentage in this Agreement and to implement offsetting changes in the Buyer’s Percentages in similar agreements with other Consortium Members, providing that the net of all Buyer’s Percentage modifications across this Agreement and the similar agreements with other Consortium Members does not change the sum of the Payments the Seller receives under all Net Metering Credit Sales Agreements in which the Buyer’s Percentage has been modified.

<table>
<thead>
<tr>
<th></th>
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<th>kWh AC - Allocation Per Entity</th>
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<tr>
<td></td>
<td>Founders</td>
<td></td>
<td>South</td>
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<tr>
<td></td>
<td>kW DC Installed</td>
<td>Specific Product P50</td>
<td>Total kWh AC</td>
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<tr>
<td>Founders</td>
<td>5,815</td>
<td>1,227</td>
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<td>%</td>
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<tr>
<td>Total</td>
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### EXHIBIT C-1
Annual Production Values

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### EXHIBIT D
Solar Energy Facility

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<td><strong>Project Size</strong></td>
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<tr>
<td></td>
<td>5.815 MW DC in total</td>
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<tr>
<td><strong>Service Territory</strong></td>
<td>National Grid - RI</td>
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<tr>
<td><strong>Coordinates</strong></td>
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<tr>
<td><strong>Town</strong></td>
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</tr>
<tr>
<td><strong>Expected Generation (Year 1)</strong></td>
<td>$P_{50} = 7,135,000 \text{ kWh AC}$</td>
</tr>
</tbody>
</table>

Seller may propose to Buyer the replacement of any Solar Energy Facility with one or more alternative Solar Energy Facilities with an aggregate project size of not more than the project size of the Solar Energy Facility or Solar Energy Facilities being replaced. The aggregate nameplate capacity of the Solar Energy Facilities shall be approximately 5.815 MW (DC). Seller and Buyer shall mutually agree to any such replacement before Seller may make any such replacement.
ESTOPPEL CERTIFICATE
(PPA Agreement)
(Founders Homestead Farms)

January ____, 2019

Reference is hereby made to that certain Net Metering Credit Sales Agreement (the “Agreement”), dated as of January ____, 2019, by and between Founder’s Homestead Farm Solar, LLC, a Rhode Island limited liability company (together with its successors and assigns permitted thereunder, collectively, “Project Company”) and the Town of Narragansett Rhode Island (“Counterparty”), as such Agreement solely relates to the approximately 5,815.04 kW DC solar energy generation facility located at 1681 W Main Road, Portsmouth, Rhode Island 02871 (the “Project”).

This certificate (this “Estoppel Certificate”) is being delivered in connection with (i) that certain Equity Capital Contribution Agreement, dated as of June 18, 2019, by and among AES DE RS VIII, LLC, a Delaware limited liability company, AES DE Class B VI, LLC, a Delaware limited liability company, and Republic Services Renewable Energy II, LLC, a Delaware limited liability company (the “Class A Member”), as amended by that certain First Amendment to Equity Capital Contribution Agreement, dated as of July 18, 2019, and as further amended by that certain Second Amendment to the Equity Capital Contribution Agreement, dated as of October 30, 2019, by and among AES DE RS VI, Class A Member and Class B Member (collectively, the “ECCA”), and (ii) that certain Financing Agreement (as amended, amended and restated, or further modified, the “Financing Agreement”), dated as of October 4, 2019, by and among AES DE Holdings VI, LLC, a Delaware limited liability company, as the borrower, the financial institutions from time to time party thereto as lenders and as issuing banks (collectively, the “Lenders”), Silicon Valley Bank, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”), and as Collateral Agent for the Secured Parties (as such terms are defined in the Financing Agreement), and any other agents and Persons (as such term is defined in the Financing Agreement) party thereto. In connection with the capital contribution being provided under the ECCA and the financing being provided under the Financing Agreement, the Class A Member and the Lenders have requested that Project Company obtain the confirmation and agreement of Counterparty as to certain matters related to the Agreement. Capitalized terms used but not defined herein have their assigned meanings in the Agreement.

Based on the foregoing, and recognizing that the Administrative Agent (acting on behalf of the Lenders and other Secured Parties under the Financing Agreement) and the Class A Member will rely hereon, Counterparty hereby confirms and agrees as follows:

1. Counterparty is a Rhode Island Municipal Corporation duly organized, validly existing and in good standing under the laws of the state of its formation, and has all requisite power and authority to conduct, execute, deliver and perform its obligations under the Agreement and this Estoppel Certificate.
2. The execution, delivery, and performance by Counterparty of the Agreement and this Estoppel Certificate (i) have been duly authorized by all necessary corporate or other action on the part of Counterparty, (ii) do not require any approvals, filings with or consents of any entity or person which have not previously been obtained or made, (iii) will not violate any provision of any law, rule, regulation, order, writ, judgment, decree, determination, or award having applicability to the Counterparty, (iv) will not violate or conflict with any covenant, agreement, or understanding to which it is a party or by which it or any of its properties or assets is bound or affected or its organizational documents, and (v) do not subject the Project or any component part thereof to any lien other than as contemplated or permitted by the Agreement.

3. The Agreement, attached hereto as Exhibit A, constitutes a true, correct and complete copy of the Agreement, is in full force and effect and constitutes the legal and valid and binding obligation of Counterparty, enforceable against Counterparty in accordance with its terms, except as enforceability may be limited by general principles of equity and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors generally, and has not been otherwise modified or amended in any way and the Agreement constitutes the entire agreement between Counterparty and Project Company relating to the matters set forth therein.

4. Counterparty has not transferred, assigned, or pledged any of its interest in the Agreement, or consented to any such transfer, assignment or pledge.

5. Neither the Counterparty, or to the Counterparty’s knowledge, Project Company, is in default thereunder or has breached the Agreement, and, to the best of Counterparty’s knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by any such party under the Agreement. All obligations, payments, costs and expenses due under the Agreement have been performed, made or paid in full through the period ending on the date hereof or expressly waived in writing. With the exception of the requirement set forth in the Order of the Rhode Island Public Utilities Commission in Docket No. 4694, which requirement the Counterparty and Project Company are working diligently to satisfy, the covenants and obligations of Project Company, made to or for the benefit of Counterparty under the Agreement and required to be performed on or before the date hereof have been properly performed or expressly waived in writing. To the Counterparty’s knowledge, there exists no dispute between Counterparty and Project Company.

6. All representations made by Counterparty in the Agreement are true and correct as of the date hereof (except that any representation or warranty which relates expressly to an earlier date, by direct reference or by reference to a document dated a certain date was true as of such date).

7. There are no actions, suits, proceedings, patent or license infringements or investigations pending or, to Counterparty’s knowledge, threatened against it by or before any court, governmental authority, arbitration board or tribunal that individually or in the aggregate which could reasonably be expected to have a material adverse effect on the business, properties or assets or the condition, financial or otherwise, of Counterparty or in any impairment of its ability to perform its obligations under the Agreement. There are no actions pending against Counterparty under the bankruptcy or any similar laws of the United States or any state.
8. Counterparty is not currently aware of any event, act, circumstance or condition constituting a Force Majeure Event under the Agreement, as defined therein. No known facts exist entitling Counterparty to any claim, counterclaim, offset, or defense against Project Company in respect of the Agreement.

9. To the best of Counterparty’s knowledge, Project Company (nor any other party thereto) has not received or claimed any amounts under the indemnification obligations of Counterparty or for liquidated damages as set forth in the Agreement.

10. The Solar Energy Facility was fully completed and operational on or prior to the target Commercial Operations Date.

11. The Collateral Agent shall have the right, but not the obligation, to pay all sums due under the Agreement from Project Company to Counterparty and to perform any other act, duty, or obligation required of Project Company thereunder at any time, and any such payment or performance shall be effective to prevent any event or condition that would, either immediately or with the passage of time or giving of notice, or both, entitle Counterparty to terminate or suspend its obligations under the Agreement (a “Termination Event”). Counterparty therefore agrees that no Termination Event will become effective under the Agreement unless it has provided written notice to the Collateral Agent pursuant to the time periods set forth in the Agreement at the address set forth below. If Counterparty becomes entitled to terminate or suspend the Agreement due to a Termination Event, Counterparty shall not terminate, or suspend its obligations under, the Agreement unless the Collateral Agent has not cured such Termination Event within the applicable cure period afforded to Project Company under the Agreement.

For purposes of this clause 11, the Collateral Agent’s notice information is as follows:

Silicon Valley Bank,
as Collateral Agent
387 Park Avenue South, 2nd Floor
New York, NY 10016
Attention: Tai Pimputkar, Vice President
Telephone: +1 212-251-5639
Email: tpimputkar@svb.com
Group E-mail: PFAgency@svb.com

or to such other person(s) or address(es) of which the Collateral Agent may notify Counterparty from time to time.

[Signature page follows]
IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate and Agreement to be duly executed and delivered by its duly authorized officer as of the date set forth above.

The Town of Narragansett Rhode Island

By: ____________________________

Name: __________________________

Title: ____________________________
EXHIBIT A

Agreement

[See attached]
ESTOPPEL CERTIFICATE
(PPA Agreement)

January ___, 2020

Reference is hereby made to that certain Net Metering Credit Sales Agreement (the “Initial Agreement”), dated as of February 24, 2017, by and between University Solar, LLC, a Rhode Island limited liability company (together with its successors and assigns permitted thereunder, collectively, “Project Company”) and Town of Narragansett (“Counterparty”), as amended by that certain First Amendment to Net Metering Credit Sales Agreement, dated February 20, 2019, by and between Project Company and Counterparty, (the “First Amendment”), that certain Second Amendment to Net Metering Credit Sales Agreement, dated as of December 17, 2019 (the “Second Amendment”, and collectively with the First Amendment, the Second Amendment, and the Initial Agreement, as may be further amended from time to time, the “Agreement”), as such Agreement solely relates to the 28,441.40 kW (dc) solar project located at 260 Robin Hollow Road, West Greenwich, Rhode Island 02817 (the “Project”).

This certificate (this “Estoppel Certificate”) is being delivered in connection with (i) that certain Amended and Restated Equity Capital Contribution Agreement, dated as of May 17, 2019, by and among AES DE RS VI, LLC, a Delaware limited liability company (“AES DE RS VI”), AES DE Class B VI, LLC, a Delaware limited liability company (“Class B Member”), and Republic Services Renewable Energy II, LLC, a Delaware limited liability company (“Class A Member”), as amended by that certain First Amendment to the Equity Capital Contribution Agreement, dated as of July 18, 2019, by and among AES DE RS VI, Class A Member and Class B Member, and as further amended by that certain Second Amendment to the Equity Capital Contribution Agreement, dated as of October 30, 2019, by and among AES DE RS VI, Class A Member and Class B Member (collectively, the “ECCA”), and (ii) that certain Financing Agreement (the “Financing Agreement”), dated as of October 4, 2019, by and among AES DE Holdings VI, LLC, a Delaware limited liability company, as the borrower, the financial institutions from time to time party thereto as lenders and as issuing banks (collectively, the “Lenders”), Silicon Valley Bank, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”), and as Collateral Agent for the Secured Parties (as such terms are defined in the Financing Agreement), and any other agents and Persons (as such term is defined in the Financing Agreement) party thereto. In connection with the capital contribution being provided under the ECCA and the financing being provided under the Financing Agreement, the Class A Member and the Lenders have requested that Project Company obtain the confirmation and agreement of Counterparty as to certain matters related to the Agreement. Capitalized terms used but not defined herein have their assigned meanings in the Agreement.

Based on the foregoing, and recognizing that the Administrative Agent (acting on behalf of the Lenders and other Secured Parties under the Financing Agreement) and the Class A Member will rely hereon, Counterparty hereby confirms and agrees as follows:

1. Counterparty is a Rhode Island municipal corporation duly organized, validly existing and in good standing under the laws of the state of its formation, and has all requisite power
and authority to conduct, execute, deliver and perform its obligations under the Agreement and this Estoppel Certificate.

2. The execution, delivery, and performance by Counterparty of the Agreement and this Estoppel Certificate (i) have been duly authorized by all necessary corporate or other action on the part of Counterparty, (ii) do not require any approvals, filings with or consents of any entity or person which have not previously been obtained or made, (iii) will not violate any provision of any law, rule, regulation, order, writ, judgment, decree, determination, or award having applicability to the Counterparty, (iv) will not violate or conflict with any covenant, agreement, or understanding to which it is a party or by which it or any of its properties or assets is bound or affected or its organizational documents, and (v) do not subject the Project or any component part thereof to any lien other than as contemplated or permitted by the Agreement.

3. The Agreement, attached hereto as Exhibit A, constitutes a true, correct and complete copy of the Agreement, is in full force and effect and constitutes the legal and valid and binding obligation of Counterparty, enforceable against Counterparty in accordance with its terms, except as enforceability may be limited by general principles of equity and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors generally, and has not been otherwise modified or amended in any way and the Agreement constitutes the entire agreement between Counterparty and Project Company relating to the matters set forth therein.

4. Counterparty has not transferred, assigned, or pledged any of its interest in the Agreement, or consented to any such transfer, assignment or pledge.

5. Neither the Counterparty, or to the Counterparty’s knowledge, Project Company, is in default thereunder or has breached the Agreement, and, to the best of Counterparty’s knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by any such party under the Agreement. All obligations, payments, costs and expenses due under the Agreement have been performed, made or paid in full through the period ending on the date hereof or expressly waived in writing. With the exception of the requirement set forth in the Order of the Rhode Island Public Utilities Commission in Docket No. 4694, which requirement the Counterparty and Project Company are working diligently to satisfy, the covenants and obligations of Project Company, made to or for the benefit of Counterparty under the Agreement and required to be performed on or before the date hereof have been properly performed or expressly waived in writing. To the Counterparty’s knowledge, there exists no dispute between Counterparty and Project Company.

6. All representations made by Counterparty in the Agreement are true and correct as of the date hereof (except that any representation or warranty which relates expressly to an earlier date, by direct reference or by reference to a document dated a certain date was true as of such date).

7. There are no actions, suits, proceedings, patent or license infringements or investigations pending or, to Counterparty’s knowledge, threatened against it by or before any court, governmental authority, arbitration board or tribunal that individually or in the aggregate which could reasonably be expected to have a material adverse effect on the business, properties or assets or the condition, financial or otherwise, of Counterparty or in any
impairment of its ability to perform its obligations under the Agreement. There are no
actions pending against Counterparty under the bankruptcy or any similar laws of the
United States or any state.

8. Counterparty is not currently aware of any event, act, circumstance or condition
constituting a Force Majeure Event under the Agreement, as defined therein. No known
facts exist entitling Counterparty to any claim, counterclaim, offset, or defense against
Project Company in respect of the Agreement.

9. To the best of Counterparty’s knowledge, Project Company (nor any other party thereto)
has not received or claimed any amounts under the indemnification obligations of
Counterparty or for liquidated damages as set forth in the Agreement.

10. The Collateral Agent shall have the right, but not the obligation, to pay all sums due under
the Agreement from Project Company to Counterparty and to perform any other act, duty,
or obligation required of Project Company thereunder at any time, and any such payment
or performance shall be effective to prevent any event or condition that would, either
immediately or with the passage of time or giving of notice, or both, entitle Counterparty
to terminate or suspend its obligations under the Agreement (a “Termination Event”).
Counterparty therefore agrees that no Termination Event will become effective under the
Agreement unless it has provided written notice to the Collateral Agent pursuant to the
time periods set forth in the Agreement at the address set forth below. If Counterparty
becomes entitled to terminate or suspend the Agreement due to a Termination Event,
Counterparty shall not terminate, or suspend its obligations under, the Agreement unless
the Collateral Agent has not cured such Termination Event within the applicable cure
period afforded to Project Company under the Agreement.

For purposes of this clause 11, the Collateral Agent’s notice information is as follows:

Silicon Valley Bank,
as Collateral Agent
387 Park Avenue South, 2nd Floor
New York, NY 10016
Attention: Tai Pimputkar, Vice President
Telephone: +1 212-251-5639
Email: tpimputkar@svb.com
Group E-mail: PFAgency@svb.com

or to such other person(s) or address(es) of which the Collateral Agent may notify
Counterparty from time to time.

[Signature page follows]
IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate and Agreement to be duly executed and delivered by its duly authorized officer as of the date set forth above.

Town of Narragansett

By: ____________________________

Name: __________________________

Title: ___________________________
EXHIBIT A

Agreement

[See attached]
NET METERING CREDIT SALES AGREEMENT

Net Metering Credit Sales Agreement ("Agreement") is entered into as of February 24, 2017 ("Effective Date") and is by and between University Solar, LLC as seller ("Seller"), and the Town of Narragansett Rhode Island, as buyer ("Buyer"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller is in the business of financing, developing, owning, operating and maintaining solar electric generation facilities;

WHEREAS, Seller proposes to finance, install, own, operate and maintain a Solar Energy Facilities (such facilities, collectively, the "Solar Energy Facilities");

WHEREAS, the Solar Energy Facilities are each expected to qualify as a Eligible Net Metering Systems pursuant to the Net Metering Regulations and will, therefore, generate Net Metering Credits for each kilowatt hour of electricity generated by the Solar Energy Facilities;

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Net Metering Credits generated by the Solar Energy Facilities during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLE I
DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

"Applicable Legal Requirements" means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the Net Metering Regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Solar Energy Facilities, as well as the selling and purchasing of Net Metering Credits therefrom.

"Business Day" means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.
“Buyer’s Percentage” means the percentage of the Net Metering Credits allocated to Buyer, as set forth in Exhibit C, hereto.

“Commercial Operations Date” means the first date on which each Solar Energy Facility generates electric energy on a commercial basis, and the interconnection to the local electrical distribution system has been authorized and is functioning with the LDC.

“Energy” means the amount of electricity either used or generated over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, however entitled, attributable to the Solar Energy Facility, the production of electrical energy from the Solar Energy Facility and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits, as defined in this Agreement, below. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives, Net Metering Credits, and Tax Attributes, as defined in this Agreement, below. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

“Force Majeure” means any cause not within the reasonable control of the affected Party which prejudices that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; hurricanes or tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of Force Majeure by Buyer; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of Force Majeure to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party’s power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

“Governmental Authority” means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.
"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, local electric distribution company, or other similar entity, on or with respect to the Net Metering Credits.

"Interconnection Agreement" shall mean the Interconnection Service Agreement(s) entered into with the local electric distribution company, each of which authorizes the interconnection of the respective Solar Energy Facility with the local electric distribution system, which confirms the eligibility of each Solar Energy Facility for treatment as an Eligible Net Metering Resource for a Public Entity Net Metering Financing Arrangement, and which specifies (directly or by reference to the "Schedule Z" filed by Sellers under the Tariff) the manner in which Net Metering Credits shall be allocated.

"Interest Rate" means the rates established by the State of Rhode Island General Laws Section 42-11.1-1 et seq.

"LDC" means the local electric distribution company.

"LDC Schedules" means any exhibits, schedules, forms or related documents required by the LDC to enable the Solar Energy Facilities to qualify for Net Metering, including Exhibit G to Interconnection Agreement and Schedule Z.

"Lender" means the entity or person(s) providing financing to Sellers in connection with the Solar Energy Facility.

"Net Metering Credits" shall include "Renewable Net Metering Credits" in and "Excess Renewable Net Metering Credits" (each as defined in the Net Metering Provision).

"Net Metering" shall have the meaning set forth in the Net Metering Provision.

"Net Metering Provision" means RI PUC No. 2150 Net Metering Provision, as amended from time to time.

"Net Metering Regulations" are Rhode Island General Laws Section 39-26.4 and the Net Metering Provision, as each may be amended from time to time.

"Public Entity Net Metering Financing Arrangement" shall have the meaning set forth in Rhode Island General Laws Section 39-26.4.

"Renewable Energy Certificate" or "REC" (and included within the meaning of "Environmental Attributes" as defined in this Agreement, above) means a certificate, credit, allowance, green tag, or other transferable indicia, including but not limited to Solar REC's, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Metering Credits.
"Solar Energy Facility" means the solar (PV) power electrical generation facilities, to be constructed owned, operated and maintained by Seller, as further described in Exhibit D.

"Tariff" means the LDC’s tariff for interconnection for distributed generation and net metering services, as approved by the Rhode Island Public Utilities Commission, together with any subsequent amendments and approvals thereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Solar Energy Facilities or the output generated by the Solar Energy Facilities (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Year" means the time period commencing on the anniversary of the Commercial Operations Date and extending until the next twelve-month anniversary of the Commercial Operations Date.

ARTICLE II
TERM

2.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date, and shall end at the earlier of (i) 11:59 PM on the day preceding the twenty-fifth (25th) anniversary of the latest Commercial Operations Date (the "Termination Date"), or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.

2.2 Early Termination. The Buyer or Seller may terminate this Agreement as to the Solar Energy Facility owned by Seller without penalty or any liability (a) prior to the Commercial Operations Date if such Solar Energy Facility has not achieved commercial operation within eighteen (18) months of the Effective Date provided, however, that Seller shall have the right to extend such deadline another twelve (12) months in the event of a delay attributable to the LDC interconnection process, or (b) after the Commercial Operations Date if the Solar Energy Facilities create less than seventy-five percent (75%) of their expected Net Metering Credits, as set forth in Exhibit C, hereeto, over a period of twelve (12) consecutive months. In the case of termination pursuant to this Section 2.2, the terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate as to that Solar Energy Facility without further liability of the Seller owning that Solar Energy Facility to the Buyer and of the Buyer to the Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

ARTICLE III
FACILITY OWNERSHIP AND OPERATION

3.1 Title. Subject to Section 4.5, Buyer shall not be entitled to any ownership interest in, and as between Buyer and Seller, Seller shall have title to, the Solar Energy Facilities, along with any Environmental Attributes, generation capacity attributes and related credits, RECs, and Tax Incentives generated or associated with the Solar Energy Facilities, except that beginning on the tenth anniversary of the Commercial Operations Date, Buyer shall have title to all Environmental
Attributes and RECs for the remaining term of the Agreement; provided, however, that for the purposes of complying with the Net Metering Regulations and the Tariff, the Parties agree that during the Term of this Agreement Buyer shall be identified as the customer of record on the “Net Metered Account” associated with each individually metered portion. In connection with the above, Buyer authorizes Seller to file any required LDC Schedules with the LDC, and to take all other necessary and appropriate actions under Applicable Legal Requirements to qualify the Solar Energy Facilities as an Eligible Net Metering Resources and this agreement as a Public Entity Net Metering Financing Arrangement.

3.2 Notice of Commercial Operations Date. Subject to the provisions of this Agreement, Seller shall promptly notify Buyer in writing when each Solar Energy Facility has achieved the Commercial Operations Date.

3.3 Seller’s Operation of Facilities. Seller shall install, operate and maintain each Solar Energy Facility in accordance with all Applicable Legal Requirements, all equipment manufacturers’ guidelines and recommendations, and pursuant to widely accepted solar generation and industry practice and shall maintain such documents and records necessary to confirm Sellers’ installation, operation and maintenance of the Solar Energy Facilities in accordance with such standards.

3.4 Seller’s Obligation To Maintain Facilities; Insurance. Seller shall maintain the Solar Energy Facilities in good working order at all times during the Term of this Agreement, subject to reasonable time allowed for maintenance, repair, safety-related shut-downs and event(s) of Force Majeure. Seller shall carry insurance coverage in an amount reasonably expected to repair or replace the Solar Energy Facilities if damaged, or in an amount as required by a Lender, at Sellers’ discretion. Seller shall maintain a valid Certificate of Insurance (COI) with policy limits for the duration of the contract.

ARTICLE IV
PURCHASE AND SALE OF NET METERING CREDITS

4.1 Sale and Purchase of Net Metering Credits. Commencing on the Commercial Operations Date, on a monthly basis Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept all of Seller’s right, title and interest to Buyer’s Percentage of the Net Metering Credits generated by the Solar Energy Facility, free and clear of all claims, liens, security interests and encumbrances of any kind, nature and description.

4.2 Allocation. To facilitate delivery of the Net Metering Credits purchased and sold pursuant to Section 4.1, Seller shall request (through completion of the applicable LDC Schedules) that the LDC allocate the quantity of Net Metering Credits specified in Section 4.1 to Buyer’s customer account(s), as further set forth in Exhibit A, “Buyer’s Designation of Customer Accounts”, attached hereto and incorporated herein. Buyer understands that the Net Metering Credits received by Buyer for a particular month will be reflected on Buyer’s statement from the LDC as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on Buyer’s monthly invoice according to the LDC’s billing cycle, which may be approximately one (1) month after the Net Metering Credits are generated by the Solar Energy Facilities.
4.3 **Buyer’s Purchase Contingent on Allocation of Credits by LDC.** The Parties acknowledge and agree that Buyer’s agreement to purchase Net Metering Credits from Seller is contingent upon and subject to the LDC’s acceptance of and allocation of such Net Metering Credits to Buyer’s customer account with LDC as set forth in Section 4.2 herein. During the Term of this Agreement, if for any reason the LDC refuses to allocate a portion or all of the Net Metering Credits to Buyer’s customer account, Buyer’s obligation to purchase such Net Metering Credits shall terminate, and Seller shall promptly refund to Buyer the amount paid by Buyer for any such Net Metering Credits which the LDC refused to credit to Buyer’s customer account.

4.4 **Payment.** The amount that Buyer shall pay to Seller for the Net Metering Credits allocated by Seller to Buyer (the “Payment”) shall be determined as shown in Exhibit B, attached hereto and incorporated herein.

4.5 **Title To Net Metering Credits.** Title to the Net Metering Credits will pass from Seller to Buyer upon allocation to Buyer’s customer account(s) by the LDC.

4.6 **Non-Exclusive Agreement.** Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that Buyer’s agreement to purchase Net Metering Credits from Seller is not exclusive and Buyer shall have the right and ability to enter into agreements with other parties to purchase additional Net Metering Credits and/or RECs, subject to all Applicable Legal Requirements.

4.7 **Governmental Charges.**

a. Seller is responsible for any Governmental Charges currently attributable to the income from the sale of Net Metering Credits to Buyer, irrespective of whether imposed before, upon or after the allocation and delivery of Net Metering Credits to Buyer. Buyer is responsible for any other Governmental Charges, if any, attributable to the sale of Net Metering Credits to Buyer, whether imposed before, upon or after the allocation and delivery of Net Metering Credits to Buyer, and shall reimburse Seller for any such Governmental Charges paid by Seller.

b. The Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges to the extent permitted by law. In the event any of the sales of Net Metering Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party claiming such exemption shall, upon a Party’s written request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion in a timely manner.

**ARTICLE V**

**PAYMENT**

5.1 **Payment.** During each monthly LDC billing cycle, Seller shall provide Buyer with an invoice for the Net Metering Credits allocated to Buyer’s designated account(s) during the prior monthly LDC billing cycle (the “Invoice”). The Seller shall send a copy of each Invoice to Competitive Energy Services, LLC or its successor. The Invoice shall be based on the actual Net Metering Credits that appear in the Buyer’s LDC bill(s) for the designated account(s). Buyer shall either promptly provide its monthly LDC bill to Seller, or, shall allow Seller to access Buyer’s monthly bill directly with the LDC, at Buyer’s discretion. Subject to the provisions of Section 4.3, Buyer shall pay all invoiced amounts owed to Seller by a mutually agreeable method.
Any payment not made to Sellers within thirty (30) days of the Buyer’s receipt of a proper Invoice shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Seller. Such interest shall accrue at a rate equal to the Interest Rate.

5.2 Records and Audits. Except as required by law, each Party shall keep, for a period of not less than six (6) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, Invoices, charges, computations and payments for such transaction. 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. Seller shall, at Buyer’s request, provide documentation of the amount of electricity generated by the Solar Energy Facilities and/or the calculation of the Net Metering Credits.

5.3 Dispute. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall immediately 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 of such resolution along with the interest accrued at the Interest Rate, from and including the due date through and including the date such payment is actually receive by Seller. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments with interest accrued at the Interest Rate at the option of the overpaying Party. The Parties shall only be entitled to dispute an amount owed or paid within twenty-four (24) calendar months from the date of issuance of such Invoice. If the Parties are unable to resolve a payment dispute under this Section 5, the Parties shall follow the procedure set forth in Section 12.5.

ARTICLE VI
OBLIGATIONS OF THE PARTIES

6.1 Net Metering.

a. Each Party’s obligations under this Agreement are subject to each Solar Energy Facility qualifying for Net Metering as an Eligible Net Metering Resource and this Agreement as a Public Entity Net Metering Financing Arrangement, subject to the provisions of the Net Metering Regulations. If, within fifteen (15) months from the Effective Date, a Solar Energy Facility does not so qualify, this Agreement shall terminate with regards to that Solar Energy Facility without further liability of the Seller to the Buyer and of the Buyer to Seller, provided that the Buyer and such Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

b. Subject to the provisions of this Agreement, Seller and Buyer, but for Buyer only with respect to any required LDC Schedules, agree to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Solar Energy Facility to be eligible for and participate in Net Metering as an Eligible Net Metering Resource and this Agreement as a Public Entity Net Metering Financing Arrangement.

c. The Seller acknowledges that each Solar Energy Facility is intended to qualify as an Eligible Net Metering Resource, and agree not to take any action inconsistent with the Solar
Energy Facilities’ status as such facilities except insofar as said action is required by any Applicable Legal Requirements.

d. So long as any such amendment will materially benefit a Party without material detriment to the other Parties and is otherwise permitted by law, the Parties commit to each other in good faith to make commercially reasonable efforts to fully cooperate and assist each other to amend this Agreement to conform to any rule(s) or regulation(s) regarding Net Metering and ensure that the Solar Energy Facilities are eligible for Net Metering pursuant to a Public Entity Net Metering Financing Arrangement.

e. Upon implementation by the Rhode Island Public Utilities Commission, or other Governmental Authority of any rule or regulation that may affect any provision of this Agreement, in particular any rule or regulation regarding the provision of or eligibility for Net Metering, the affected Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use best efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion.

6.2 Seller’s Obligations.

a. Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority or the local electric distribution company.

b. Seller shall perform their respective obligations under this Agreement in full compliance with the Applicable Legal Requirements.

6.3 Buyer’s Obligations.

a. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

b. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement, which cooperation shall include, but not be limited to, timely providing (or to the extent possible, reasonably facilitating that the LDC timely provides) to Seller full and complete information regarding the actual cash value of any Net Metering Credits that have been allocated to Buyer’s customer account by the LDC.

6.4 Condition Precedent.

Seller’s obligations under this Agreement are conditioned upon approval of this Agreement by Seller’s Lender. Seller shall have obtained such approval within sixty (60) days of the Effective Date of this Agreement. If Seller has not obtained such approval, (i) the Parties may agree to extend the time to obtain approval; or, (ii) Seller may waive such condition or either Party may terminate this Agreement without penalty to either Party.
ARTICLE VII
REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; BUYER’S COVENANTS

7.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Parties as follows.

a. The Party is duly organized, validly existing, and in good standing under the laws of Rhode Island.

b. The Party has full legal capacity to enter into and perform this Agreement.

c. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

d. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.

e. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party’s knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party’s ability to carry out the Party’s obligations hereunder.

7.2 Forward Contract; Bankruptcy Code. Sellers assert that this Agreement and the transactions contemplated hereunder are a “forward contract” within the meaning of the United States Bankruptcy Code, and that Seller is a “forward merchant” within the meaning of the United States Bankruptcy Code. The Seller further asserts that Seller is not a “utility”, as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

ARTICLE VIII
TERMINATION/DEFAULT/REMEDIES

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

a. The Party fails to make any payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed in good faith.

b. The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from another Party; provided, however, if the defaulting Party proceeds
with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party’s time to do so shall be extended by the time reasonably necessary to cure the same, but in no event shall this time exceed 90 days.

c. Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.

d. The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) except for assignments made pursuant to Section 10.1 (regarding financing), makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights; or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) except for exercise of possession through assignments made pursuant to Section 10.1 (regarding financing), has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.2 Force Majeure. Except as specifically provided herein, if by reason of Force Majeure a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure event, gives the other Parties hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default. Upon the occurrence of an Event of Default, a non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
In the event this Agreement is terminated as a result of an Event of Default or for any other reason, including an Early Termination under Section 2.2, (i) Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Metering Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Metering Credits generated by Seller that have or may continue to be allocated to Buyer by the LDC, and (ii) Seller shall notify the LDC promptly to stop any future Net Metering Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer. In connection with the foregoing sentence, Buyer and Seller agree to execute any documents as may be reasonably required by the LDC.

**ARTICLE IX**

**REMEDIES AND LIMITATION OF LIABILITY**

9.1 **Remedies.** Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of a Party’s non-performance under this Agreement.

9.2 **Limitation of Liability.** WITH THE EXCEPTION OF THE OBLIGATIONS SET FORTH IN THE FOLLOWING SECTION 9.3, NO PARTY SHALL BE LIABLE TO THE OTHERS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. Notwithstanding anything to the contrary in this Agreement, Buyer’s liability is subject to the Governmental Tort Liability Act, RI Gen Law 9-31-1 et seq.

9.3 **Indemnification.** Seller shall defend, indemnify and hold harmless Buyer, its governing board and council and the State of Rhode Island, and their respective officers, directors, agents, and employees from and against any and all claims, demands, liens, lawsuits, judgments or actions of any nature that may be brought by third parties on account of the construction, installation, operation, maintenance, repair or replacement of the Solar Energy Facilities or any component thereof. Nothing in this Section 9.3 shall require Seller to indemnify Buyer for any losses or claims to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, Buyer its board and council members, officers, directors, agents, invitees and employees.

9.4 **Waivers.**

a. **No Implied Waivers – Remedies Cumulative.** No covenant or agreement under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party’s duly authorized agent. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall
not relieve any other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of a Party to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. **Acceptance of Payment.** Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any other default under the covenants or agreements of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

**ARTICLE X**

**ASSIGNMENT**

10.1 **Prior Written Consent.** No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Party, which consent may not be unreasonably conditioned, withheld or delayed, except that no prior written consent shall be required in connection with any assignment by Seller (i) in connection with the financing of a Solar Energy Facility or (ii) with respect to any Solar Energy Facility to an affiliate of Seller that is the owner of such Solar Energy Project, providing such affiliate has demonstrated to the reasonable satisfaction of Buyer that it has the capability and financial capacity to perform all of Seller’s obligations under this Agreement. Upon request of the Seller in connection with any assignment pursuant to clause (ii) of the preceding sentence, the Buyer shall enter into a new agreement with the assignee in substantially the form of this Agreement with respect only to the Solar Energy Facility owned by such assignee and with a term equal to the remaining portion of the Term.

10.2 **Collateral Assignment; Financing Provisions.**

a. **Financing Arrangements.** Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Solar Energy Facility. Buyer acknowledges that in connection with such transactions Seller may secure Seller’s obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Solar Energy Facilities. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Buyer agrees as follows:
i. Consent to Collateral Assignment. Buyer hereby consents to the collateral assignment for the financing of the Seller’s right, title and interest in and to this Agreement.

ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Solar Energy Facilities, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Solar Energy Facilities;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder or cause to be cured any default of Sellers thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller’s interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Solar Energy Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice at the address provided by Lender of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller’s default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time.
under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) **Continuation of Agreement.** If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(ii)(A), cure all material defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, and which are capable of cure by a third person or entity, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control Buyer shall continue to receive all the Net Metering Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect.

(b) **Lender a Third Party Beneficiary.** Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.

(c) **Entry to Consent to Assignment.** Buyer agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel concerning Buyer's legal status and authority as may be reasonably requested by Seller and/or Lender in connection with the financing or sale of the Solar Energy Facilities, pursuant to this Section 10.2.

**ARTICLE XI**

**AMENDMENT FOR FINANCING**

11.1 **Modifications of the Agreement for Financing.** If a Lender requires this Agreement to be modified, or if a Seller, in good faith, require the Agreement to be modified in order to finance the Solar Energy Facility or Facilities, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. If the Parties, negotiating in good faith, cannot agree on such amendments, or if a Seller determines in good faith that the Agreement cannot be amended to allow the Solar Energy Facility to be financed in a commercially reasonable manner, then the terminating Party shall give all other Parties thirty (30) days prior written notice and this Agreement shall terminate as to that Solar Energy Facility without further liability of the Seller owning that Solar Energy Facility to the Buyer and of the Buyer to that particular Seller, provided that the Buyer and such Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

**ARTICLE XII**

**MISCELLANEOUS**

12.1 **Notices.** All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested, and shall be sent to the following addresses:
If to Seller:

University Solar, LLC
c/o Energy Development Partners, LLC
260 West Exchange Street, Ste. 102A
Providence, RI 02903

With a copy to:
Robinson & Cole LLP
One Financial Plaza, 14th Floor
Providence, RI 02903

If to Buyer:

TOWN OF NARRAGANSETT
25 FIFTH AVENUE
NARRAGANSETT, RI 02882
ATTN: TOWN MANAGER

With a copy to:
Competitive Energy Services, LLC
148 Middle St., Suite 500
Portland, ME 04101

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

12.1 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

12.2 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Rhode Island without regard to principles of conflicts of law.

12.3 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 12.5 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.
a. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of formal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for formal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

b. In the event that the Parties cannot timely resolve a dispute, by informal negotiations, the sole venue for judicial enforcement shall be the state and federal courts located in Providence, Rhode Island. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of Rhode Island in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

12.4 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.5 Press Releases. No Party shall use the name, trade name, service mark, or trademark of the other in any promotional or advertising material without the prior written consent of the other Parties, provided that such consent by Buyer may require the Parties to execute a separate trademark licensing agreement. Further, Buyer shall not issue any statement or make any representation to the effect that during the Term of this Agreement Buyer is consuming or otherwise using the Energy generated from the Solar Energy Facilities, or that during the first ten Years of the Term of this Agreement, Buyer is using the Environmental Attributes for its own purposes.

12.6 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of any other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

12.7 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

12.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.9 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.
12.10 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

12.11 Survival. The provisions of Sections 3.1 (Title), 5.1 (Payment), 5.2 (Records and Audits), 5.3 (Dispute) and 8.3, second paragraph (Termination for Default) shall survive the expiration or earlier termination of this Agreement for a period of three (3) years and the provisions of Sections 9.1 (Remedies), 9.2 (Limitation of Liability), 9.4 (Waivers), 10.2(a)(ii)(D) (Cure of Bankruptcy Rejection) and Article 12 (Miscellaneous) shall survive the expiration or earlier termination of this Agreement indefinitely.

12.12 No Third-Party Beneficiaries. Except with respect to the Discounts shown in Table B-1 and Table B-2 of Exhibit B of this Agreement, to which Competitive Energy Services, LLC is an acknowledged third-party beneficiary, this Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, except that this Section 12.12 shall not limit the rights of a Lender pursuant to Section 10.2.

[Signature page to follow.]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BUYER

The Town of Narragansett Rhode Island

By: [Signature]

Name: [Signature]

Title: Town Manager

SELLER

UNIVERSITY SOLAR, LLC

By: [Signature]

Name: Frank A. Epps

Title: Manager

List of Exhibits to Agreement

Exhibit A – Buyer’s Designation of Customer Accounts

Exhibit B – Payment

Exhibit C – Projected Net Metering Credits

Exhibit D - Solar Energy Facility
## EXHIBIT A

### BUYER’S DESIGNATION OF CUSTOMER ACCOUNTS

**Utility**

NARRAGANSETT

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<td>6,148</td>
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<tr>
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<td>7554440000</td>
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<td>Narragansett</td>
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</tr>
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Net Metering Credits Facility 1: 1,270,449
EXHIBIT B
PAYMENT

During each LDC Billing Period, the amount that Buyer shall pay to Seller for Buyer’s Percentage of Net Metering Credits shall be determined by multiplying the actual value of the Buyer’s Percentage of Net Metering Credits by an amount equal to one (1) minus the applicable percentage discount (the “Discount”) shown in Table B-1 but expressed as a decimal.

Notwithstanding the above computation, if during any Year following the tenth anniversary of the Commercial Operations Date, the total revenue received from the Net Metering Credits divided by the total generation of the Facilities is less than $0.13 (“Net Credit Revenue”), the Discount shall be reduced as shown in Table B-2 below for the following Year only, and further, if at any time during the Term of this Agreement Seller is directed by Competitive Energy Services, LLC or by the South Kingstown Solar Consortium, to cease making payments to Competitive Energy Services, LLC, the Discounts shown in Table B-1 and Table B-2 shall be multiplied by 1.0526316.

Table B-1

<table>
<thead>
<tr>
<th>Year</th>
<th>Discount</th>
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<tr>
<td>1</td>
<td>21.375%</td>
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<tr>
<td>2</td>
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<td>21</td>
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<td>24</td>
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<td>25</td>
<td>21.375</td>
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</tbody>
</table>
Table B-2:

<table>
<thead>
<tr>
<th>Net Credit Revenue</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between $0.1250 and $0.1299</td>
<td>20.9%</td>
</tr>
<tr>
<td>Between $0.1200 and $0.1249</td>
<td>19.95%</td>
</tr>
<tr>
<td>Between $0.1150 and $0.1199</td>
<td>19.0%</td>
</tr>
<tr>
<td>Between $0.1100 and $0.1149</td>
<td>18.05%</td>
</tr>
<tr>
<td>Between $0.1050 and $0.1099</td>
<td>17.1%</td>
</tr>
<tr>
<td>Less than $0.1049</td>
<td>16.15%</td>
</tr>
</tbody>
</table>
EXHIBIT C
Buyer’s Percentage and Projected Net Metering Credits

Buyer’s Percentage is equal to 2.63%.

The Parties acknowledge that Buyer is a Member of the South Kingstown Solar Consortium (“Consortium”). Among other things, the Consortium Members have agreed to make effective a reallocation of Net Metering Credits among themselves if in the future a Member is unable to utilize on a continuing basis a portion of its Net Metering Credits to offset its electricity costs. This reallocation is intended by the Consortium to be accomplished by modifying one or more Consortium Member’s Buyer’s Percentages under Net Metering Credit Sales Agreements with the Seller.

At the request of Buyer, Seller agrees to take all reasonable actions to implement modifications to Buyer’s Percentage in this Agreement and to implement offsetting changes in the Buyer’s Percentages in similar agreements with other Consortium Members, providing that the net of all Buyer’s Percentage modifications across this Agreement and the similar agreements with other Consortium Members does not change the sum of the Payments the Seller receives under all Net Metering Credit Sales Agreements in which the Buyer’s Percentage has been modified.

<table>
<thead>
<tr>
<th>Summary - South Kingstown Solar Consortium</th>
</tr>
</thead>
<tbody>
<tr>
<td>kW DC</td>
</tr>
<tr>
<td>Facility 1</td>
</tr>
<tr>
<td>%</td>
</tr>
<tr>
<td>Facility 2</td>
</tr>
<tr>
<td>%</td>
</tr>
<tr>
<td>Facility 3</td>
</tr>
<tr>
<td>%</td>
</tr>
<tr>
<td>Facility 4</td>
</tr>
<tr>
<td>%</td>
</tr>
<tr>
<td>Totals</td>
</tr>
<tr>
<td>%</td>
</tr>
</tbody>
</table>
EXHIBIT D
Solar Energy Facility

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Size</strong></td>
<td>3 x 10 MW DC</td>
</tr>
<tr>
<td></td>
<td>1 x 6.3 MW DC</td>
</tr>
<tr>
<td></td>
<td>(36.3 MW DC in total)</td>
</tr>
<tr>
<td><strong>Service Territory</strong></td>
<td>National Grid - RI</td>
</tr>
<tr>
<td><strong>Coordinates</strong></td>
<td>41°36'43.43&quot;N</td>
</tr>
<tr>
<td></td>
<td>71°39'38.74&quot;W</td>
</tr>
<tr>
<td><strong>Town</strong></td>
<td>West Greenwich, RI</td>
</tr>
<tr>
<td><strong>Expected Generation (Year 1)</strong></td>
<td>P50 = 48,387,900 kWhrs AC</td>
</tr>
</tbody>
</table>

Seller may propose to Buyer the replacement of any Solar Energy Facility with one or more alternative Solar Energy Facilities with an aggregate project size of not more than the project size of the Solar Energy Facility or Solar Energy Facilities being replaced. The aggregate nameplate capacity of the Solar Energy Facilities shall be approximately 36.3 MW (AC). Seller and Buyer shall mutually agree to any such replacement before Seller may make any such replacement.
First Amendment to Net Metering Credit Sales Agreement

This First Amendment to Net Metering Credit Sales Agreement (this “Amendment”) is entered into as of the 20th day of February, 2019, by and between University Solar, LLC (“Seller”) and the Town of Narragansett Rhode Island (“Buyer”).

Recitals

WHEREAS, Seller and Buyer are parties to that certain Net Metering Credit Sales Agreement dated as of February 24, 2017 (as amended from time to time, the “Agreement”).

WHEREAS, the parties have agreed to remove Facility 4, as identified on Exhibit C to the Agreement, from the Agreement and for Buyer to enter into a new Net Metering Credit Sales Agreement with University Solar 2, LLC, an affiliate of Seller, with respect to such Facility 4.

WHEREAS, Seller and Buyer desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Customer agree as follows:

1. Amendments. The Agreement is hereby amended as follows:

   a. Exhibit C to the Agreement is hereby deleted in its entirety and replaced with Exhibit C and Exhibit C-1 attached hereto.

   b. Exhibit D to the Agreement is hereby deleted in its entirety and replaced with Exhibit D attached hereto.

   c. Section 2.2 is amended by deleting it in its entirety and replacing it as follows:

   “Early Termination. The Buyer or Seller may terminate this Agreement as to the Solar Energy Facility owned by Seller without penalty or any liability (a) prior to the Commercial Operations Date if such Solar Facility has not achieved commercial operation by January 1, 2020, provided, however, that Seller shall have the right to extend such deadline for any reason through May 31, 2020 upon payment to the Buyer of the Buyer’s pro rata portion (determined by each member’s Buyer’s Percentage (as set forth on Exhibit C)) of a total amount equal to $400,000, such payment to be made on or before December 1, 2019 or (b) after the Commercial Operations Date if the Solar Energy Facilities create less than seventy-five percent (75%) of their expected Net Metering Credits, as set forth in Exhibit C hereto, over a period of twelve (12) consecutive months. In the case of termination pursuant to this Section 2.2, the terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate as to that Solar Facility without further liability of the Seller owning that Solar Energy Facility to the Buyer and of the Buyer to the Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.”
2. **Effect on Agreement.** Except as expressly amended by this Amendment, all terms of the Agreement remain unmodified and in full force and effect.

3. **Counterparts; Facsimile.** This Amendment may be executed in counterparts, all of which, when taken together, shall constitute one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

[Signature page follows]
IN WITNESS WHEREOF, the Buyer and the Seller have caused this Amendment to be executed by its undersigned authorized officer as of February 20, 2019.

The Town of Narragansett Rhode Island

By: 
Name: SEAN CORRIGAN
Title: ACTING TOWN MANAGER

TOWN COUNCIL ADOPTED FEBRUARY 19, 2019
ITEM # 16

University Solar, LLC

By: 
Name: Frank A. Epps
Title: Manager
EXHIBIT C
Buyer’s Percentage and Projected Net Metering Credits

Buyer’s Percentage is equal to 2.63%.

The Parties acknowledge that Buyer is a Member of the South Kingstown Solar Consortium ("Consortium"). Among other things, the Consortium Members have agreed to make effective a reallocation of Net Metering Credits among themselves if in the future a Member is unable to utilize on a continuing basis a portion of its Net Metering Credits to offset its electricity costs. This reallocation is intended by the Consortium to be accomplished by modifying one or more Consortium Member’s Buyer’s Percentages under Net Metering Credit Sales Agreements with the Seller.

At the request of Buyer, Seller agrees to take all reasonable actions to implement modifications to Buyer’s Percentage in this Agreement and to implement offsetting changes in the Buyer’s Percentages in similar agreements with other Consortium Members, providing that the net of all Buyer’s Percentage modifications across this Agreement and the similar agreements with other Consortium Members does not change the sum of the Payments the Seller receives under all Net Metering Credit Sales Agreements in which the Buyer’s Percentage has been modified.

Summary - South Kingstown Solar Consortium - Phase 1 - University Solar, LLC

<table>
<thead>
<tr>
<th>Facility</th>
<th>Total kWh AC</th>
<th>kWh AC - Allocation Per Entity</th>
<th>%</th>
<th>South</th>
<th>Kingstown</th>
<th>Narragansett</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility 1</td>
<td>12,351,729</td>
<td>URI 11,267,248</td>
<td>759,631</td>
<td>324,850</td>
<td>91.22%</td>
<td>6.15%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>URI 11,267,248</td>
<td>759,631</td>
<td>324,850</td>
<td>91.22%</td>
<td>6.15%</td>
</tr>
<tr>
<td>Facility 2</td>
<td>12,351,729</td>
<td>URI 11,267,248</td>
<td>759,631</td>
<td>324,850</td>
<td>91.22%</td>
<td>6.15%</td>
</tr>
<tr>
<td>Total Phase 1</td>
<td>37,055,188</td>
<td>33,801,743</td>
<td>2,278,894</td>
<td>974,551</td>
<td>91.22%</td>
<td>6.15%</td>
</tr>
</tbody>
</table>

1 All of the kWh amounts listed above are one-year values. Distribution percentages as set forth above will be applied to the annual production values for each year as listed in Exhibit C-1.
EXHIBIT C-1

Annual Production Values

<table>
<thead>
<tr>
<th>Year</th>
<th>Total (kWh)</th>
<th>URI (kWh)</th>
<th>South Kingstown (kWh)</th>
<th>Narragansett (kWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>37,055,188</td>
<td>33,801,743</td>
<td>2,278,894</td>
<td>974,551</td>
</tr>
<tr>
<td>2</td>
<td>36,869,912</td>
<td>33,632,734</td>
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<td>36,314,084</td>
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<td>2,233,316</td>
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<td>36,128,808</td>
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<td>2,221,922</td>
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<td>35,572,980</td>
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<td>35,387,705</td>
<td>32,280,665</td>
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<td>14</td>
<td>34,646,601</td>
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<td>15</td>
<td>34,461,325</td>
<td>31,435,621</td>
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<td>34,090,773</td>
<td>31,097,604</td>
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<td>18</td>
<td>33,905,497</td>
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<td>2,085,188</td>
<td>891,714</td>
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<td>33,720,221</td>
<td>30,759,586</td>
<td>2,073,794</td>
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<td>20</td>
<td>33,534,945</td>
<td>30,590,577</td>
<td>2,062,399</td>
<td>881,969</td>
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<td>21</td>
<td>33,349,669</td>
<td>30,421,569</td>
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<tr>
<td>22</td>
<td>33,164,393</td>
<td>30,252,560</td>
<td>2,039,610</td>
<td>872,223</td>
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<tr>
<td>23</td>
<td>32,979,117</td>
<td>30,083,551</td>
<td>2,028,216</td>
<td>867,350</td>
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<tr>
<td>24</td>
<td>32,793,841</td>
<td>29,914,543</td>
<td>2,016,821</td>
<td>862,478</td>
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<tr>
<td>25</td>
<td>32,608,565</td>
<td>29,745,534</td>
<td>2,005,427</td>
<td>857,605</td>
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</tbody>
</table>
EXHIBIT D
Solar Energy Facility

| Project Size                        | 3 x 9.266 MW DC - Phase 1
|                                  | 27.798 MW DC in total |
| Service Territory                  | National Grid - RI |
| Coordinates                        | 41°36'43.43"N - 71°39'38.74"W |
| Town                               | West Greenwich, RI |
| Expected Generation (Year 1)       | P50 = 37,055,188 kWh AC |

Seller may propose to Buyer the replacement of any Solar Energy Facility with one or more alternative Solar Energy Facilities with an aggregate project size of not more than the project size of the Solar Energy Facility or Solar Energy Facilities being replaced. The aggregate nameplate capacity of the Solar Energy Facilities shall be approximately 27.798 MW (DC). Seller and Buyer shall mutually agree to any such replacement before Seller may make any such replacement.
Second Amendment to Net Metering Credit Sales Agreement

This Second Amendment to Net Metering Credit Sales Agreement (this “Amendment”) is entered into as of the 1st day of November, 2019, by and between University Solar, LLC (“Seller”) and the Town of Narragansett Rhode Island (“Buyer”).

Recitals

A. Seller and Buyer are parties to that certain Net Metering Credit Sales Agreement dated as of February 24, 2017 (as amended by that certain First Amendment to Net Metering Credit Sales Agreement, dated as of February 20, 2019 between Seller and Buyer, the “Agreement”).

B. Seller and Buyer desire to amend the Agreement as set forth in this Amendment.

Agreement

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Customer agree as follows:

1. Amendments. The Agreement is hereby amended as follows:

   a. The Agreement is hereby amended by adding the following new Section 12.13:

      "12.13 Tax Status. The Parties acknowledge that this Agreement purports to be a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended. Neither Party will take any position on any tax return or related filing that is inconsistent with the foregoing. So long as Buyer does not breach any provision of this Section 12.13, Seller shall indemnify and hold harmless Buyer, its' governing board and council, their respective members, officers, directors, agents and employees from and against any and all losses of any nature to the extent arising from the Parties acknowledgement and agreement in this Section 12.13."

   b. Exhibit C to the Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto.

   c. Exhibit C-1 to the Agreement is hereby deleted in its entirety and replaced with Exhibit C-1 attached hereto.

   d. Exhibit D to the Agreement is hereby deleted in its entirety and replaced with Exhibit D attached hereto.

2. Effect on Agreement. Except as expressly amended by this Amendment, all terms of the Agreement remain unmodified and in full force and effect.

3. Counterparts: Facsimile. This Amendment may be executed in counterparts, all of which, when taken together, shall constitute one and the same instrument. Facsimile
IN WITNESS WHEREOF, the Buyer and the Seller have caused this Amendment to be executed by its undersigned authorized officer as of the date first written above.

The Town of Narragansett Rhode Island

By: [Signature]
Name: James R. Hersey
Title: Town Manager

AUTHORIZED BY TOWN COUNCIL
DECEMBER 16, 2019 (ITEM #28)

University Solar, LLC

By: [Signature]
Name: Andy Bertrand
Title: VP, Construction
EXHIBIT C
Buyer’s Percentage and Projected Net Metering Credits

Buyer’s Percentage is equal to 2.63%.

The Parties acknowledge that Buyer is a Member of the South Kingstown Solar Consortium ("Consortium"). Among other things, the Consortium Members have agreed to make effective a reallocation of Net Metering Credits among themselves if in the future a Member is unable to utilize on a continuing basis a portion of its Net Metering Credits to offset its electricity costs. This reallocation is intended by the Consortium to be accomplished by modifying one or more Consortium Member’s Buyer’s Percentages under Net Metering Credit Sales Agreements with the Seller.

At the request of Buyer, Seller agrees to take all reasonable actions to implement modifications to Buyer’s Percentage in this Agreement and to implement offsetting changes in the Buyer’s Percentages in similar agreements with other Consortium Members, providing that the net of all Buyer’s Percentage modifications across this Agreement and the similar agreements with other Consortium Members does not change the sum of the Payments the Seller receives under all Net Metering Credit Sales Agreements in which the Buyer’s Percentage has been modified.

<table>
<thead>
<tr>
<th>Facility</th>
<th>kW DC Installed</th>
<th>Specific Product P50</th>
<th>Total kWh AC</th>
<th>kWh AC - Allocation Per Entity</th>
<th>South URI</th>
<th>Kingstown URI</th>
<th>Narragansett URI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility 1</td>
<td>8,986</td>
<td>1,206</td>
<td>10,838,000</td>
<td>9,886,424</td>
<td>91.22%</td>
<td>6.15%</td>
<td>2.63%</td>
</tr>
<tr>
<td>Facility 2</td>
<td>9,947</td>
<td>1,218</td>
<td>12,119,000</td>
<td>11,054,952</td>
<td>91.22%</td>
<td>6.15%</td>
<td>2.63%</td>
</tr>
<tr>
<td>Facility 3</td>
<td>9,509</td>
<td>1,195</td>
<td>11,296,000</td>
<td>10,304,211</td>
<td>91.22%</td>
<td>6.15%</td>
<td>2.63%</td>
</tr>
<tr>
<td>Total Phase 1</td>
<td>28,442</td>
<td></td>
<td>34,253,000</td>
<td>31,245,587</td>
<td>91.22%</td>
<td>6.15%</td>
<td>2.63%</td>
</tr>
</tbody>
</table>
### EXHIBIT D
Solar Energy Facility

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Size</strong></td>
<td>1 x 8.986 MW DC - Phase 1</td>
</tr>
<tr>
<td></td>
<td>1 x 9.947 MW DC - Phase 1</td>
</tr>
<tr>
<td></td>
<td>1 x 9.509 MW DC - Phase 1</td>
</tr>
<tr>
<td></td>
<td>28.442 MW DC in total</td>
</tr>
<tr>
<td><strong>Service Territory</strong></td>
<td>National Grid - RI</td>
</tr>
<tr>
<td><strong>Coordinates</strong></td>
<td>41°36'43.43&quot;N - 71°39'38.74&quot;W</td>
</tr>
<tr>
<td><strong>Town</strong></td>
<td>West Greenwich, RI</td>
</tr>
<tr>
<td><strong>Expected Generation (Year 1)</strong></td>
<td>P50 = 34,253,000 kWhra AC</td>
</tr>
</tbody>
</table>

Seller may propose to Buyer the replacement of any Solar Energy Facility with one or more alternative Solar Energy Facilities with an aggregate project size of not more than the project size of the Solar Energy Facility or Solar Energy Facilities being replaced. The aggregate nameplate capacity of the Solar Energy Facilities shall be approximately 28.442 MW (DC). Seller and Buyer shall mutually agree to any such replacement before Seller may make any such replacement.
TO: James Tierney, Town Manager

FROM: Jonathan Gerhard, P.E., Town Engineer

PREPARED BY: Susan W. Gallagher, Purchasing Manager

SUBJECT: Kinney Avenue Water Division Office Restoration

RECOMMENDATION:

That the Town Council approves the restoration work at Kinney Avenue Water Division Office to be completed by Abcore Restoration Company, Inc., in the amount of $34,893.00.

SUMMARY:

An inspection conducted by an Occupational Health and Safety consultant in response to Town personnel request and concern regarding the presence of mold at the Water Division office located in the base structure of the Kinney Avenue Water Storage Tank determined that air born mold was present in concentrations above recommended guidelines. The consultant’s inspection report provided recommendations to remove and / or disinfect various items to address the conditions identified during the inspection and air testing. Single Disaster Recovery (State MPA #397; approved/ratified/confirmed by TC on January 6, 2020) completed the necessary remediation work, which included removal and disposal of wall-to-wall carpeting, drop ceiling tiles, wallboard, and building insulation that was impacted by mold, and disinfecting the wall and remaining concrete floor surfaces.

Water Division office equipment was relocated temporarily to the garage at the Pt. Judith tank site in in order to complete the remediation work. The floor, ceiling and insulation must be restored before the office equipment can be returned and staff can reoccupy the space. Working with our building renovation contractor (Abcore Restoration Company, Inc.) we have developed a scope of work to install new slip resistant tile flooring, fiberglass reinforced plastic (FRP) ceiling tiles, cement wallboard, and insulation, including additional custom insulation intended to reduce condensation at the water tank center column, which is the causative factor in the occurrence of mold at this facility. Wall-to-wall carpet will not be reinstalled because the carpet material contributed significantly to the occurrence of mold. FRP ceiling tiles are being installed to improve moisture resistance and maintainability. The existing wood base board at the new tile flooring will be removed and replaced with PVC trim board for improved moisture resistance.

Abcore Restoration Company, Inc. holds the current General Construction Services
contract with the Town (awarded on October 1, 2018). Under the current Town Council policy, projects with a value of over $4,000.00 under this format require Town Council approval, while the policy also sets an upper limit of $50,000.00, the Town Council may waive that provision for cause.

Funding is available in the Water Enterprise Fund Capital Projects Account #0030 50613, Buildings.

**ATTACHMENTS:**

# Estimate

**ABCORE RESTORATION COMPANY, INC.**  
2 SECLUDED DRIVE  
NARRAGANSETT, RI 02882

---

**Name / Address**

Town of Narragansett  
John Lawless  
25 Fifth Avenue  
Narragansett, RI 02882

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Town of Narragansett Kinney Water Tower Interior</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FLOORING: Main Office, Supervisor Office and Entry Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preparation: Diamond grind and shot blast to remove all mastics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor levelers and patching treatments offices</td>
<td></td>
<td>6,493.00</td>
</tr>
<tr>
<td>Leveling, scaling and ramping of all cracks, deflections and uneven surfaces</td>
<td></td>
<td>1,980.00</td>
</tr>
<tr>
<td><strong>NEW FLOORING</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Armstrong safety zone slip resistant tile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Includes high moisture (99% RH) adhesive</td>
<td></td>
<td>8,670.00</td>
</tr>
<tr>
<td><strong>CEILINGS:</strong> Main Office, Supervisor Office and Entry Office, Utility Room and Bathroom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove debris</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install class &quot;A&quot; fiberglass reinforced ceiling panels</td>
<td></td>
<td>8,620.00</td>
</tr>
<tr>
<td>Provide additional wire supports to existing grid work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install &quot;high hat&quot; bridging R-30 fiberglass insulation complete</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>WALLS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove remaining water damaged</td>
<td></td>
<td>2,860.00</td>
</tr>
<tr>
<td>Repair metal and wood framing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install 1/2 Durock missing locations</td>
<td></td>
<td>2,440.00</td>
</tr>
<tr>
<td>Fiberglass mesh and thin set</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All joints PVC trim at terminations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paint ceiling entry office: two coats</td>
<td></td>
<td>240.00</td>
</tr>
<tr>
<td><strong>BASEBOARDS &amp; BOTTOM OF WALLS:</strong> Main Office, Supervisor Office and Entry Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove existing wood baseboard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cut away at 1/2&quot; elevation, all wall board and wall panels</td>
<td></td>
<td>3,180.00</td>
</tr>
<tr>
<td>Install AZEK (PVC) wall base</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All walls complete interior</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOWER COLUMN INSULATION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design, fabricate and install</td>
<td></td>
<td>2,850.00</td>
</tr>
<tr>
<td>Includes all mock-ups necessary for approval (approx. 19 locations)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Total**  
$34,893.00
TO: James Tierney, Town Manager  
FROM: Steve Daignault, Acting Director of Public Works  
SUBJECT: Filling of Vacancy- Heavy Equipment Operator  

RECOMMENDATION:

That the Town Council approves the filling of the position of Heavy Equipment Operator and any subsequent vacancies due to a resignation.

SUMMARY:

Pursuant to the policy adopted by the Town Council (January 5, 2015), wherein the “knowledge and approval of the Town Council” is required before filling vacancies of full-time positions, the Department of Public Works is requesting that the position of Heavy Equipment Operator is filled due to a resignation. The Department also requests permission for Human Resources to fill any vacancies created within Council 94 as a result of a transfer.

ATTACHMENTS:

None
TO: James R. Tierney, Town Manager

FROM: Theresa C. Donovan, CMC, Town Clerk

SUBJECT: Juvenile Hearing Board

RECOMMENDATION:

That the Town Council appoint two individuals to the Juvenile Hearing Board with one two-year term ending 11/01/2021 and one three-year term ending 11/01/2022.

SUMMARY:

The Juvenile Hearing Board is composed of five members, serving one, two and three-year terms. Currently there are two vacant member seats available for appointment.

Since all three sitting member of the board have terms set to expire on November 1, 2020, I suggest the Council consider one appointment with a term ending November 1, 2021 and another with a term ending November 1, 2022 to reestablish staggered expirations.

<table>
<thead>
<tr>
<th>Board Seat</th>
<th>Proposed Appointment Date</th>
<th>Suggested Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacant (2-year term)</td>
<td>01/21/2020</td>
<td>11/01/2021</td>
</tr>
<tr>
<td>Vacant (3-year term)</td>
<td>01/21/2020</td>
<td>11/01/2022</td>
</tr>
</tbody>
</table>

There are four applications on file: Kathy L. Gardner, Erica S. Pistorino, Roberta A. Brady and Tony Jones.

Attached are the Town Council Rules for Commission, Committee and Board Appointments. According to the Council rules, no person shall be appointed to serve concurrently on more than one commission, committee or board created by the Town Council, with the exception of ad hoc commissions, committees or boards, or dual appointments required by charter, ordinance or resolution.

Dual office holding may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.

ATTACHMENTS:

1. Board composition and history
2. Council Rules for Commission, Committee and Board Appointments
Boards & Commissions / Juvenile Hearing Board

Juvenile Hearing Board

Basic Information

Type
Board

Description
The purpose of the Narragansett Juvenile Hearing Board is to hear all cases referred by the Juvenile Division of the Police Department, with respect to persons under the age of 18 who are charged with violating the criminal laws of the State or the Town. The Juvenile Hearing Board hears all cases recommended to it by the Juvenile Division and recommends sanctions (other than incarceration) including, but not limited to, fines (up to $50) and community service and shall direct restitution for any injuries and/or damages where appropriate, resulting from the commission of an offense.

The Juvenile Hearing Board has five (5) members, each serving one-year, two-year, and three-year terms.

Contact Information

Board Seats

<table>
<thead>
<tr>
<th>Seat</th>
<th>Member Name</th>
<th>Title</th>
<th>Appointed By</th>
<th>Status</th>
<th>Appointed Date</th>
<th>Start</th>
<th>Calculated End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member 1</td>
<td>(Vacant)</td>
<td>Council</td>
<td></td>
<td>Vacant</td>
<td>11/2/2018</td>
<td>11/1/2020</td>
<td></td>
</tr>
<tr>
<td>Member 2</td>
<td>(Vacant)</td>
<td>Council</td>
<td></td>
<td>Vacant</td>
<td>11/2/2019</td>
<td>11/1/2020</td>
<td></td>
</tr>
<tr>
<td>Member 3</td>
<td>Joan A. Ricci</td>
<td>Member</td>
<td>Council</td>
<td>Active</td>
<td>12/3/2018</td>
<td>11/2/2018</td>
<td>11/1/2020</td>
</tr>
<tr>
<td>Member 4</td>
<td>William Thomas Behrends</td>
<td>Member</td>
<td>Council</td>
<td>Active</td>
<td>3/18/2019</td>
<td>3/18/2019</td>
<td>11/1/2020</td>
</tr>
<tr>
<td>Member 5</td>
<td>Brother James R. Martino, FSC</td>
<td>Member</td>
<td>Council</td>
<td>Active</td>
<td>11/6/2017</td>
<td>11/2/2017</td>
<td>11/1/2020</td>
</tr>
</tbody>
</table>
Boards & Commissions / Juvenile Hearing Board

Juvenile Hearing Board

Basic Information

Type
Board

Description
The purpose of the Narragansett Juvenile Hearing Board is to hear all cases referred by the Juvenile Division of the Police Department, with respect to persons under the age of 18 who are charged with violating the criminal laws of the State or the Town. The Juvenile Hearing Board hears all cases recommended to it by the Juvenile Division and recommends sanctions (other than incarceration) including, but not limited to, fines (up to $50) and community service and shall direct restitution for any injuries and/or damages where appropriate, resulting from the commission of an offense.

The Juvenile Hearing Board has five (5) members, each serving one-year, two-year, and three-year terms.

Contact Information

Board Seats

<table>
<thead>
<tr>
<th>Term</th>
<th>Member Name</th>
<th>Title</th>
<th>Actual Start</th>
<th>Actual End</th>
<th>Appointment End Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/2/2014 - 11/1/2016</td>
<td>Deborah B. Harig</td>
<td>Member</td>
<td>12/1/2014</td>
<td>11/1/2016</td>
<td>did not want reappointment</td>
</tr>
<tr>
<td>11/2/2012 - 11/1/2014</td>
<td>Deborah B. Harig</td>
<td>Member</td>
<td>11/2/2012</td>
<td>11/30/2014</td>
<td></td>
</tr>
<tr>
<td>11/1/2012 - 10/31/2013</td>
<td>Deborah B. Harig</td>
<td>Member</td>
<td>11/1/2012</td>
<td>10/31/2013</td>
<td></td>
</tr>
</tbody>
</table>

Member 2 — 1-YR. APPT.
<table>
<thead>
<tr>
<th>Term</th>
<th>Member Name</th>
<th>Title</th>
<th>Actual Start</th>
<th>Actual End</th>
<th>Appointment End Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/2/2016 - 11/1/2017</td>
<td>Nancy Arnold DeNuccio</td>
<td>Member</td>
<td>11/2/2016</td>
<td>8/1/2017</td>
<td>resigned</td>
</tr>
<tr>
<td>11/2/2015 - 11/1/2016</td>
<td>Joan A. Ricci</td>
<td>Member</td>
<td>11/2/2015</td>
<td>11/1/2016</td>
<td>reappointed for two year term</td>
</tr>
<tr>
<td>11/1/2011 - 10/31/2012</td>
<td>Deborah B. Harig</td>
<td>Member</td>
<td>11/1/2011</td>
<td>10/31/2012</td>
<td></td>
</tr>
</tbody>
</table>

**Member 3**

<table>
<thead>
<tr>
<th>Term</th>
<th>Member Name</th>
<th>Title</th>
<th>Actual Start</th>
<th>Actual End</th>
<th>Appointment End Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/7/2010 - 12/2/2012</td>
<td>Nancy Arnold DeNuccio</td>
<td>Member</td>
<td>6/7/2010</td>
<td>12/2/2012</td>
<td></td>
</tr>
</tbody>
</table>

**Member 4**

<table>
<thead>
<tr>
<th>Term</th>
<th>Member Name</th>
<th>Title</th>
<th>Actual Start</th>
<th>Actual End</th>
<th>Appointment End Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/2/2017 - 11/1/2020</td>
<td>William Thomas Behrends</td>
<td>Member</td>
<td>3/18/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/2/2014 - 11/1/2017</td>
<td>Rosemary Rucker</td>
<td>Member</td>
<td>12/1/2014</td>
<td>9/1/2017</td>
<td>resigned</td>
</tr>
<tr>
<td>Term</td>
<td>Member Name</td>
<td>Title</td>
<td>Actual Start</td>
<td>Actual End</td>
<td>Appointment End Reason</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------</td>
<td>---------</td>
<td>--------------</td>
<td>------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>11/2/2017 - 11/1/2020</td>
<td>Brother James R. Martino, FSC</td>
<td>Member</td>
<td>11/2/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/18/1995 - 1/31/1999</td>
<td>Stephen A. Bonzagni</td>
<td>Member</td>
<td>12/18/1995</td>
<td>1/31/1999</td>
<td></td>
</tr>
</tbody>
</table>
TOWN OF NARRAGANSETT
RULES FOR COMMISSION, COMMITTEE AND BOARD APPOINTMENTS

I. SELECTION PROCESS OF MEMBERS

1. As authorized by the Town Council, the Town Clerk shall advertise once a year in a local newspaper, the commissions, committees, and boards that will have upcoming appointments. When a vacancy occurs it will be placed on the Town’s website.

2. Upon receipt of an application, the Town Clerk shall date stamp it and retain the original.

3. The application shall remain on file for a period of two (2) years from the date received. The Town Clerk will contact applicant after the two year period to seek availability and interest. The Town Clerk will forward all applications on file for an open board when a vacancy becomes available on that particular committee, commission or board to the Town Council and to the Town Manager.

4. All new vacancies on the Planning or Zoning Boards will require that the Town Council interview those candidates. Individuals currently serving on these Boards need not be interviewed when applying for reappointment to a successive term on the same Board. However, an attendance record will be included to the agenda item for those individuals wishing consideration for reappointment.

5. The Town Council motion to appoint a candidate to a particular committee, commission or board, shall have the names of each applicant candidate listed on the summary.

6. A written staff recommendation may be submitted to the council through the Town Manager.

7. All applications received shall be available for public review to the extent under law, in the office of the Town Clerk.
8. The mission for each board, commission or committee shall be available in the office of the Town Clerk and on the town’s website.

II. REQUIREMENT FOR MEMBERSHIP

1. Applications for the various commissions, committees and boards shall be available in the Town Clerk’s Office or on the Town’s website.

2. Applications shall be completed and submitted to the Town Clerk no later than the advertised filing date also unless otherwise approved by the unanimous consent of the council only applications received before the scheduled appointment date shall be considered for appointment.

3. The Town Clerk shall notify individuals whose terms are about to expire by letter, to determine if that individual wishes to be considered for reappointment. Members are reappointed at the discretion of the Town Council.

4. Individuals wishing to be considered for reappointment shall notify the Town Clerk prior to the expiration of the date in the letter sent to them.

5. The chairperson of each commission, committee or board shall submit an Annual Report including an attendance record, to the Town Clerk, for those individuals wishing to be considered for reappointment.

6. No person shall be appointed to serve concurrently on more than one commission, committee, or board created by the Town Council, with the exception of Ad Hoc commissions, committees or boards, or dual appointments required by Charter, Ordinance or Resolution. Dual office may be permitted if all applications on file are given appropriate consideration before a person is appointed to a second board or committee and the appointment will not violate the town charter.

7. Any appointee who is absent without cause for three (3) consecutive meetings may be subject to removal by the Town Council.

8. When any member of a commission, committee or board is absent for (3) consecutive meetings, the Chairperson shall notify the Town Clerk, who shall in turn notify the Town Council for direction. Should the Chairperson recognize any other attendance deficiencies, the Town Clerk shall be notified, who shall in turn notify the Town Council for direction.
9. The applicant shall comply with all State Laws and Regulations, as well as Ethics Commission requirements for appointees.

10. The applicant shall be a full time resident and elector in the town to be considered for an appointment to the Planning Board, Pension Board and Zoning Board Review.

III. APPOINTMENT REVIEW PROCESS

1. The Town Council shall review each application and may invite specific candidates to an interview with the Council prior to a regularly scheduled meeting or work session. Candidates interviewed by the Town Council will be sent a letter of appreciation by the Town Clerk.

2. When making a nomination, the Council member making the recommendation will verbally outline reasons for the nomination.

Adopted February 1, 2010
Amended 11-15-10
Amended 11-18-13
Amended 11-21-16
Amended 02-06-17
Amended 08-06-18
TO: James Tierney, Town Manager

FROM: Susan W. Gallagher, Purchasing Manager

SUBJECT: Contract Extension – Wastewater Laboratory Analysis

RECOMMENDATION:

That the Town Council approves the one-year contract extension for Wastewater Laboratory Analysis with Premier Laboratory Division of Microbac Labs, Inc. at their quoted bid prices and rates, under the same terms and conditions as the original contract.

SUMMARY:

In accordance with our Rhode Island Pollutant Discharge Elimination System (RIPDES) wastewater treatment systems license, and the RIDOH laboratory certification requirements, the Wastewater Division is required to test the treatment facility discharge on a regular basis for a number of different parameters. This work must be performed by an independent laboratory that is licensed and certified by the State Department of Health and Department of Environmental Management. This bid includes a lump sum item for regular permit testing, unit prices for the required individual testing parameters, and other wastewater related tests and evaluations (i.e. pretreatment testing). The extension period for this contract is January 1, 2020 – December 31, 2020.

Town Council awarded the original bid on December 15, 2014 and approved one-year contract extensions since then (last approved December 3, 2018). The attached spreadsheet shows the results from the original bid solicitation.

Funding is available in the Wastewater Fund Operating Account #0032 50201, Professional Services.

ATTACHMENTS:

1. December 10, 2019 letter of extension, signed by Premier Labs/Microbac Labs
2. Spreadsheet showing the original bid results; B15015.
December 10, 2019

Premier Laboratory Division of Microbac Labs. Inc.
Attention: Ron Warila, Division Manager
61 Louisa Viens Drive
Dayville, CT 06241

RE: Bid – Wastewater Laboratory Analysis

Dear Ron:

The Town Council approved a one-year contract extension for the referenced bid on December 3, 2018 for the period ending December 31, 2019. Within the contract documents, there is a provision to extend the contract time annually, at no change in the bid prices or the contract terms. This extension requires both your agreement and ours.

The Town of Narragansett would like to extend this contract for one additional year, for the period of January 1, 2020 – December 31, 2020, pending Town Council approval. Please indicate below with your signature as to whether you are in agreement with or would like to decline this extension. After you have indicated your choice, please return this letter to me.

Thank you for your cooperation in this matter.

[Signature]

Microbac Laboratories, Inc. hereby agrees to an extension of the contract for the period through December 31, 2020.

12/18/2019

(Date)

Or

[Signature]

Microbac Laboratories, Inc. hereby declines an extension of the contract for the period through December 31, 2020.

(Date)

Sincerely,

Susan W. Gallagher, MBA
Purchasing Manager

SG/L20033
<table>
<thead>
<tr>
<th>Test (Item)</th>
<th>Vendor 1</th>
<th>Vendor 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Premier Laboratory</td>
<td>RI Analytical Laboratories, Inc.</td>
</tr>
<tr>
<td>a. Ammonia Total (as N)</td>
<td>$12.00</td>
<td>$13.50</td>
</tr>
<tr>
<td>b. Nitrite Total (as N)</td>
<td>$8.00</td>
<td>$8.50</td>
</tr>
<tr>
<td>c. Nitrate Total (as N)</td>
<td>$8.00</td>
<td>$8.50</td>
</tr>
<tr>
<td>d. Nitrogen Total Kjeldahl</td>
<td>$20.00</td>
<td>$15.50</td>
</tr>
<tr>
<td>e. Oil &amp; Grease</td>
<td>$35.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>f. Priority Pollutants</td>
<td>$300.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>g. Full TCLP</td>
<td>$400.00</td>
<td>$560.00</td>
</tr>
<tr>
<td>h. B.O.D.</td>
<td>$15.00</td>
<td>$16.00</td>
</tr>
<tr>
<td>i. T.S.S.</td>
<td>$10.00</td>
<td>$9.00</td>
</tr>
<tr>
<td>j. Salinity</td>
<td>$20.00</td>
<td>$9.00</td>
</tr>
<tr>
<td>k. Bio-Assay</td>
<td>$600.00</td>
<td>$720.00</td>
</tr>
<tr>
<td>l. Metals (Pretreatment)</td>
<td>$100.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>m. Specific Indicators</td>
<td>$140.00</td>
<td>$72.00</td>
</tr>
<tr>
<td>n. TTO EPA Method 608</td>
<td>$150.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>o. TTO EPA Method 624/625</td>
<td>$250.00</td>
<td>$280.00</td>
</tr>
<tr>
<td>p. Enterococci</td>
<td>$15.00</td>
<td>$28.00</td>
</tr>
<tr>
<td>q. Fecal</td>
<td>$15.00</td>
<td>$16.00</td>
</tr>
<tr>
<td>r. 3rd Quarter Priority Pollutants</td>
<td>$300.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>s. Metals (Effluent)</td>
<td>$75.00</td>
<td>$66.00</td>
</tr>
</tbody>
</table>

**s. Lump Sum Bid Price**

(all testing)

$17,154.00  $26,561.00
TO: James Tierney, Town Manager
FROM: Susan W. Gallagher, Purchasing Manager
SUBJECT: Award of bid – Tax Sale Title Search

RECOMMENDATION:

That the Town Council awards the bid for Tax Sale Title Search to the lowest bidder, Taft & McSally, LLP, at their quoted bid prices ($89.00 per title exam; $100.00 per collector's deed; and $8.00 per postage/notice) for the 2020 tax sale.

SUMMARY:

This bid is for services to perform the necessary procedures as required by State Law for the 2020 tax sale to be held in June. The costs include the title exam, collectors’ deeds, auctioneers’ fees to hold the tax sale, and postage (certified) for mailing the required notices.

The request for bids was advertised in the Narragansett Times, solicited and posted on the Town of Narragansett and State Purchasing Division websites. Five (5) vendors were solicited and two (2) responded. The attached spreadsheet lists the results from the solicitation. The second spreadsheet shows a total cost estimate for the tax sale based on 2019 tax sale numbers.

These fees are associated with the tax sale and will be borne by the property owners.

ATTACHMENTS:

1. December 30, 2019 solicitation spreadsheet for bid opening
2. Total cost estimate based on 2019 tax sale figures
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Title Exam</th>
<th>Collector Deeds</th>
<th>Auctioneers Fees</th>
<th>Postage for Notices</th>
<th>Additional Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taft &amp; McSally LLP</td>
<td>$89.00</td>
<td>$100.00</td>
<td>$0.00</td>
<td>$8.00</td>
<td></td>
</tr>
<tr>
<td>Country Title LLC</td>
<td>$99.00</td>
<td>$35.00</td>
<td>$0.00</td>
<td>$9.00</td>
<td></td>
</tr>
</tbody>
</table>
Town of Narragansett, RI  
Tax Sale Title Search, B20018  
Tax Collection  
Cost analysis, based on 2019 tax sale  

<table>
<thead>
<tr>
<th>Item</th>
<th>Estim. Qty</th>
<th>Vendor 1</th>
<th></th>
<th>Vendor 2</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Unit Cost</td>
<td>Total Cost</td>
<td>Unit Cost</td>
<td>Total Cost</td>
</tr>
<tr>
<td>1. Title Exam</td>
<td>190</td>
<td>$89.00</td>
<td>$16,910.00</td>
<td>$99.00</td>
<td>$18,810.00</td>
</tr>
<tr>
<td>2. Collector's Deeds</td>
<td>17</td>
<td>$100.00</td>
<td>$1,700.00</td>
<td>$35.00</td>
<td>$595.00</td>
</tr>
<tr>
<td>3. Auctioneers Fees</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>4. Postage for Notices</td>
<td>325</td>
<td>$8.00</td>
<td>$2,600.00</td>
<td>$9.00</td>
<td>$2,925.00</td>
</tr>
<tr>
<td>Total Expense</td>
<td></td>
<td></td>
<td>$21,210.00</td>
<td></td>
<td>$22,330.00</td>
</tr>
</tbody>
</table>

B20018/SG
To: Susan Gallagher, Purchasing Agent

From: Christine Beck, Tax Collector

Subject: Tax Sale Title Search Bid

Date: December 30, 2019

I have reviewed the bids received for "Tax Sale Title Search." I recommend that the bid be awarded to the lowest bidder, Taft & McSally, LLP.

Please see the attached spreadsheet for an estimate of total costs based on 2019 numbers.

The property owners pay the costs.
TO: Honorable Town Council

FROM: Richard Lema, Council Member

SUBJECT: Moratorium on Building and Development

RECOMMENDATION:
That the Town Council adopt an emergency ordinance providing for a moratorium on building and development, under the provisions of Section 2-1-9(b) of the Town Charter.

SUMMARY:
The Community Development Department, Building Official Department and Fire Department have expressed concerns about the construction of single-family homes with six or more bedrooms with the sole purpose of renting these residences for profit. Section 2.2 of Section 2 of the Zoning Ordinance defines a single-family dwelling as a building containing one dwelling unit, and defines dwelling unit as a structure or portion thereof providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, and containing a separate means of ingress and egress.

There is continued intent to construct large residences, identified as single-family dwellings, with six or more bedrooms for the purpose of operating commercial enterprises. These additional bedrooms are being rented for periods as brief as one night, and as long as one year.

The Fire Chief and Fire Marshal have conveyed their concerns regarding this building activity. Based upon national and state fire codes, dwellings with six or more bedrooms available for rent are classified as lodging and rooming houses. As such, certain safety measures must be employed that are not required for single-family dwellings. Accordingly, the Town Council is concerned for the safety of each building’s occupants, as well as the impact the commercialization of these properties is having upon neighboring properties in terms of traffic, parking congestion, emergency access and property values.

Section 2-1-9 of Article 2 of the Town Charter grants the Town Council the power and authority to enact ordinances to meet a public emergency affecting public peace, health, safety, comfort and welfare of the inhabitants of the town and for protection of persons and property. I recommend the Council adopt an emergency ordinance that would provide an immediate moratorium on building and development, while allowing staff to research and prepare appropriate policies and ordinances for Town Council consideration.

ATTACHMENTS:
1. Fire Chief Partington and Fire Marshal Tuthill's memorandum
2. Proposed text of moratorium ordinance
Chief of Department  
Scott M. Partington  

01-12-2019  

Chief Partington,  

After receiving notification that there is continued intent to construct large homes in our town with the sole purpose of renting these residences for profit I took a detailed look into the Rhode Island Fire Code. Rhode Island has adopted the National Fire Protection Agency’s Fire Code (1) and Life Safety Code (101) and amended it into State law. The State Fire Marshal’s Office and the State Fire Board of appeals provide us with amendments, decisions, variances, and interpretations of this code. I have reviewed all of the available material and have come to a conclusion regarding the rental of properties in the Town of Narragansett. As a fire prevention professional, Assistant Deputy State Fire Marshal, and the Authority Having Jurisdiction for this town, it is my opinion that any property renting six or more bedrooms as described by the provided annex section of NFPA 101 shall be classified as a lodging and rooming house.  

A number of years ago the Town began the process of regulating rental housing in our jurisdiction and thus created the rental registration process. We require all rental properties to be registered and to provide us with the total number of bedrooms that they are renting. This process effectively notifies the town of a proprietor’s intent to convert a single-family residence containing six or more bedrooms into a lodging and rooming house. The Town of Narragansett and the Narragansett Fire Department have a responsibility to the residents of these houses to ensure that they are safe and up to the applicable Fire Code standards and Amendments as adopted by the State of Rhode Island.  

This interpretation of the code is not in any way intended to limit the construction of a single-family home with any number of bedrooms for use by a single-family unit. Rather, it is the action of renting these properties as described within the NFPA 101 Annex that converts the usage of a single-family residence into that of a lodging and rooming occupancy.  

Based upon my research and consultation with the RI State Fire Marshal’s Office, my recommendation is that we start enforcing the appropriate fire code immediately. We should ensure that all new and/or existing houses that meet the described criteria be classified as lodging and rooming and the fire codes applied as such.  

Please see attached for RI Fire Code references.  

Sincerely,  

Kevin R. Tuthill  

Captain Kevin R. Tuthill  
Narragansett Fire Marshal  
ADSFM, CFI, FIT
TOWN OF NARRAGANSETT
Fire Department, 40 Caswell Street, Narragansett, RI 02882-3393
Tel. 789-1000

Chief of Department
Scott M. Partington

Fire Marshal
Kevin R. Tuthill

01-12-2019

**RI Fire Code:**
Lodging and Rooming Definition:
(Amd) 26.1.1.1
The requirements of this chapter shall apply to buildings that provide sleeping accommodations for 16 or fewer persons on either a transient or permanent basis, with or without meals, but without separate cooking facilities for individual occupants, except as provided in Chapter 24 and/or 26.1.1.1.1 through 26.1.1.1.7 (Bed and Breakfast Homes) as outlined below.

Basic Requirements: (This is not and all encompassing list just the basics)
(Amd) 26.3.4.1.1
Lodging and rooming houses shall be provided with a fire alarm system in accordance with 9.6.

(Amd) 26.3.4.5.1
Approved single-station smoke alarms shall be installed in accordance with 9.6.2.10 in every sleeping room.

(Amd) 26.3.4.6.1
Carbon monoxide alarms or carbon monoxide detectors in accordance with 9.12 and 26.3.4.6 shall be provided in lodging or rooming houses where either of the following conditions exists:
1. Lodging or rooming houses with communicating attached garages, unless otherwise exempted by 26.3.4.6.3
2. Lodging or rooming houses containing fuel-burning appliances or fuel-burning fireplaces.

(Amd) 26.3.6.1
All new lodging or rooming houses shall be protected throughout by an approved automatic sprinkler system in accordance with 26.3.6.3.

(Add) 26.3.6.3
Portable fire extinguishers shall be provided in accordance with 9.9 of this Code.

**NFPA 101 (adopted by the State of Rhode Island as Law)**

Due to the complexity of the family unit NFPA offers an explanation of single family vs. lodging and rooming in order to clarify the code:

**A.3.3.66.1 One- and Two-Family Dwelling Unit.**

The application statement of 24.1.1 limits each dwelling unit to being “occupied by members of a single family with not more than three outsiders.” The Code does not define the term family. The definition of family is subject to federal, state, and local regulations and might not be restricted to a person or a couple (two people) and their
children. The following examples aid in differentiating between a single-family dwelling and a lodging or rooming house:

1. An individual or a couple (two people) who rent a house from a landlord and then sublease space for up to three individuals should be considered a family renting to a maximum of three outsiders, and the house should be regulated as a single-family dwelling in accordance with Chapter 24.

2. A house rented from a landlord by an individual or a couple (two people) in which space is subleased to 4 or more individuals, but not more than 16, should be considered and regulated as a lodging or rooming house in accordance with Chapter 26.

3. A residential building that is occupied by 4 or more individuals, but not more than 16, each renting from a landlord, without separate cooking facilities, should be considered and regulated as a lodging or rooming house in accordance with Chapter 26.
AN EMERGENCY ORDINANCE OF THE TOWN OF NARRAGANSETT PROVIDING FOR A MORATORIUM ON BUILDING AND DEVELOPMENT, UNDER THE PROVISIONS OF SECTION 2-1-9(b) OF THE TOWN CHARTER

The Town Council, upon due and proper consideration, finds as follows:

A. Section 2-1-9 of Article 2 of the Town Charter grants the Town Council the power and authority to enact ordinances to meet a public emergency affecting public peace, health, safety, comfort and welfare of the inhabitants of the town and for protection of persons and property; and

B. The Community Development Department, Building Official Department and Fire Department have expressed that residential areas of the town are under threat of excessive impact as a result of the construction of single-family homes with six or more bedrooms with the sole purpose of renting these residences for profit; and

C. Section 2.2 of Section 2 of the Zoning Ordinance defines a single-family dwelling as a building containing one dwelling unit, and defines dwelling unit as a structure or portion thereof providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, and containing a separate means of ingress and egress; and

D. There is continued intent to construct large residences, identified as single-family dwellings, with six or more bedrooms for the purpose of operating commercial enterprises; and

E. These additional bedrooms are being rented for periods as brief as one night, and as long as one year; and

F. The Town Council is concerned for the safety of each building’s occupants, as well as the impact the commercialization of these properties is having upon neighboring properties in terms of traffic, parking congestion, emergency access (police, fire and rescue) to residents, and property values; and

G. The Town Council, Town Manager, Community Development Director, Building Department Director, Fire Chief and Fire Marshal require an opportunity to carefully review and consider regulations that govern the construction and occupation of single-family dwellings and how they correlate to rooming and lodging houses; and

H. The Town Council hereby finds that these circumstances create an emergency pursuant to Article 2 of the Home Rule Charter of the Town of Narragansett requiring the immediate adoption of an emergency temporary moratorium ordinance on building and development for the preservation of public health, safety and welfare.

Therefore, after due deliberation and consideration, the Town Council declares the following:

Section 1. The Town Council is charged with the responsibility of providing for the orderly development of the town.
**Section 2.** The rapid development of single-family dwellings with six or more bedrooms being built and/or utilized to maximize income by renting out bedrooms for periods ranging from one night to one year is creating a situation where public peace, health, safety, comfort and welfare of the town’s inhabitants are being threatened.

**Section 3.** This rapid expansion of use and occupation has resulted in an emergency situation wherein interim restrictions on building are necessary for the Town to prepare and implement appropriate policies and ordinances.

**Section 4.** For the period of sixty (60) days following the passage of this ordinance, the Planning Board, Zoning Board of Review, the Zoning Board of Review acting in its capacity as Planning Board of Appeal and all Town agencies and all Town employees shall neither accept, process, approve, deny or in any way act upon on application, plan, permit, license and/or fee for any construction or use governed by this emergency ordinance for said period of time.

**Section 5.** Those provisions of the Town’s land-use ordinances and land development and subdivision regulations that are inconsistent or conflicting with the provisions of this temporary emergency ordinance are hereby stayed, to the extent that they are applicable, for the duration of the emergency moratorium hereby ordained, but not otherwise.

**Section 6.** If any clause, sentence, paragraph, section or part of this ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, action or part directly involved in the controversy in which such judgment shall have been rendered.

**Section 7.** This ordinance shall take effect upon its passage and, from the effective date of this ordinance until its expiration or repeal, whichever comes first, to the extent that other ordinances or parts of ordinances are inconsistent herewith, said other ordinances or parts of ordinances shall be deemed suspended, and this ordinance shall be deemed to supersede said other ordinances or parts of ordinances.

Introduced, read and passed in Town Council meeting legally called and assembled this 21st day of January, 2020.

Matthew M. Mannix, President
Narragansett Town Council

Attest:

Theresa C. Donovan, CMC
Town Clerk
TO: Honorable Town Council

FROM: Matthew M. Mannix, Council President

PREPARED BY: Matthew M. Mannix

SUBJECT: South County Bike Path

RECOMMENDATION:

A MOTION to designate the Narragansett Community Center as the termination point of the South County Bike Path and INSTRUCT town staff to inform the R.I. Department of Transportation (DOT) of this policy.

SUMMARY:

In 2012-2013, the Narragansett Town Council expressed its support for the bike path to be constructed through Canonchet Farm rather than on existing roads. While the funding of the bike path came from state funds, the R.I. Department of Transportation (DOT) solicited the town’s input regarding the actual bike path route.

As the construction of the path neared Sprague Park, R.I. DOT informed the Town of Narragansett that the expense of constructing the path through Canonchet Farm will not be covered by R.I. DOT. In a Project Readiness Review, prepared by VHB on behalf of R.I. DOT and issued on April 11, 2019, VHB concluded that none of the proposed paths through Canonchet Farm can be achieved “without some form of environmental permitting relief” and that “there does not appear to be any justification for such relief” (Project Readiness Review, p. 4). Furthermore, VHB also estimated that the wetland(s) loss associated with construction of the path through Canonchet Farm would comprise .4 to 1.0 acres of wetlands (Project Readiness Review, p. 2).

As a result of this review, R.I. DOT informed the town that the $8.3 million “earmarked” for the construction of the final section of the path, originally planned to travel through Canonchet Farm, would be reduced to $3 million. This reduced figure would preclude construction of the path solely through Canonchet Farm and would require the path to be constructed on the roads of the neighborhoods between Sprague Park and Narragansett Beach.
The town held a work session on October 21, 2019 to discuss options for the bike path now that the Canonchet Farm route had been rejected by R.I. DOT. The attendees at the workshop made it clear that they were opposed to extending the bike path on the existing neighborhood roads of Strathmore Street and Wanda Street for safety and privacy reasons. As a result of this discussion, the town council expressed a preference to designate the Narragansett Community Center as the terminus of the South County Bike Path.