

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION**

IN RE: REVIEW OF AMENDED POWER	:	DOCKET NO. 4185
PURCHASE AGREEMENT BETWEEN	:	
NARRAGANSETT ELECTRIC COMPANY	:	
D/B/A NATIONAL GRID	:	
AND DEEPWATER WIND BLOCK ISLAND, LLC	:	
PURSUANT TO R.I. GEN. LAWS § 39-26.1-7	:	

**DEEPWATER WIND BLOCK ISLAND, LLC’S RESPONSE IN SUPPORT
OF NATIONAL GRID’S REQUEST FOR A DETERMINATION THAT
THE WAIVER WAS PRUDENT AND REASONABLE**

I. INTRODUCTION

On September 29, 2011, National Grid¹ filed with the Rhode Island Public Utilities Commission (“Commission”) an executed waiver of Section 8.3 of the Amended Power Purchase Agreement (the “PPA”) between National Grid and Deepwater Wind Block Island, LLC (“Deepwater”). Section 8.3 allows for a termination of the PPA if National Grid did not receive the PPA Regulatory Approval by June 30, 2011. Section 18 of the PPA expressly allows waiver of provisions of the PPA. The Supreme Court affirmed the Commission’s approval of the PPA on July 1, 2011, 15 hours after the date set forth in Section 8.3. National Grid and Deepwater’s decision not to terminate the PPA is both prudent and reasonable in light of the tremendous investment of time and resources in the Project² already made by National Grid, Deepwater, and numerous state agencies. Even more importantly, National Grid’s decision promotes and is consistent with the express goals and objectives set forth by the General Assembly in the Long-Term Contracting Standard for Renewable Energy, R.I. Gen. Laws § 39-

¹ The Narragansett Electric Company d/b/a National Grid (“National Grid”).

² The terms "Project" and "Block Island Wind Farm" refer to the development and construction of the offshore wind farm that is the subject of the PPA.

26.1-7 (the “Amended LTC”). National Grid’s prudent decision ensures that the Project can move forward and the State can achieve the goals and benefits of an early entry into the off-shore wind industry.

Toray Plastics (America) Inc. (“Toray”) immediately objected to the waiver submission and demanded a hearing before the Commission. Contrary to Toray’s assertion, National Grid did not request a waiver, nor did it request a resurrection of the PPA. Rather, National Grid asked the Commission to affirm that the waiver was prudent and reasonable and that the PPA remains in full force and effect.

The Commission should deny Toray’s misguided attempt to reverse its previous losses before the Commission and the Rhode Island Supreme Court. The waiver serves the public interests enunciated in the Amended LTC, is a reasonable exercise of National Grid’s rights under the contract, does not alter the substance of the PPA, and waives a truly trivial departure from the Project’s schedule resulting from the Supreme Court’s appropriate decision to ensure that Toray and the other objectors had a full opportunity to present their arguments and be heard. The Commission should find that National Grid acted in a prudent and reasonable manner by exercising its contractual right to waive the expiration of the timing provision and proceed with the Project.

II. ARGUMENT

A. The Commission Should Grant National Grid’s Request

The issues raised by Toray relate to a private contract between National Grid and Deepwater. National Grid and Deepwater hold rights as private parties to the contract so long as they respected the statutory requirements of the Amended LTC. The statute required the parties to obtain the Commission’s approval of the PPA before proceeding, and they did so. The

Commission correctly determined that the PPA satisfied the four specific statutory requirements when it approved the PPA. *In re Proposed Town of New Shoreham Project*, 25 A.3d 482, 517, 521, 526-27 (R.I. 2011).

The current PPA is the same agreement approved by the Commission; the parties did not change any substantive provisions. More specifically, the parties did not change the PPA provisions that concern or relate to the four specific statutory criteria reviewed by the Commission. Rather, National Grid and Deepwater exercised their respective right to waive a timing provision regarding the exhaustion of appeals by opponents such as Toray. The waiver affects none of the requirements set forth in the Amended LTC.³

Indeed, the clear purpose of Section 8.3 is to protect the parties to the PPA from becoming caught in an unduly lengthy regulatory review process. In this case, the parties jointly defended the Commission's approval of the PPA before the Supreme Court. Indeed, the regulatory process that is the subject of Section 8.3 was rapidly moving to a conclusion in June, 2011 as the parties waited for the Supreme Court to issue its written decision. Throughout this period, Deepwater and National Grid continued to affirm the PPA. There was simply no reason to terminate the PPA.

National Grid and Deepwater retain their rights as private parties under the contract to make decisions and take actions that are not inconsistent with the Commission's approval of the PPA under the Amended LTC. For example, each party is free to exercise and choose between a variety of remedies set forth in the PPA in the event of a default. *See* Sections 9.1 & 9.2. The right of contracting parties to waive a condition of performance is well-established. *See Menard & Co. Masonry Bldg. Contractors v. Marshall Bldg Sys.*, 539 A.2d 523, 527 (R.I. 1988) (holding

³ The timing provision has nothing to do with the statutory requirements and played no role in the Commission's review under the Amended LTC.

that parties' waived right to insist on written modifications by oral expression of waiver.); *Haxton's of Riverside v. Windmill Realty*, 488 A.2d 723, 725 (R.I. 1985) ("waiver is the voluntary relinquishment of a known right . . . [that] results from action or nonaction"); *Ostroff v. Stephen Girard, Inc.*, 85 A.2d 174, 175 (R.I. 1951) ("There is ample authority to support the holding of the trial justice that the parties may waive their rights" under the terms and provisions of the contract) (citing 12 Am. Jur. Contracts § 428, pp. 1007, 1008); *Putnam Foundry & Mach. Co. v. Canfield*, 56 A. 1033, 1034 (R.I. 1904) ("parties who have made written contracts may vary them afterwards as much as they please"). The Commission's determination that the PPA meets the four statutory criteria does not preclude National Grid and Deepwater from exercising their rights as private parties to a contract.

Here, National Grid and Deepwater properly exercised their respective contractual right to waive the timing provision; an eminently reasonable decision that advances the goals of the Amended LTC by ensuring that the Project will move forward in a manner consistent with the Commission's approval. Derailing this important Project because the Supreme Court's decision dismissing Toray's appeal did not issue earlier would utterly defeat the goals articulated in the Amended LTC and acknowledged by the Supreme Court and would make no sense in light of the significant investment of time and resources by National Grid, Deepwater, the Commission, and several State agencies. In discussing the goals of the General Assembly, the Supreme Court observed:

"[t]he [G]eneral [A]ssembly finds it is in the public interest for the state to facilitate the construction of a small-scale offshore wind demonstration project off the coast of Block Island, including an undersea transmission cable that interconnects Block Island to the mainland * * *." Its rationale for such strong support was summarized in the four goals it wanted the Town of New Shoreham Project "[t]o effectuate:" (1) put Rhode Island at the economic development forefront "of the emerging offshore wind industry"; (2) promote renewable energy and reduce reliance on "foreign sources of fossil fuels"; (3) decrease environmental and health detriments caused by "traditional fossil fuel energy sources"; and (4) "provide the Town of New Shoreham with an electrical connection to the mainland."

In re Proposed Town of New Shoreham Project, 25 A.3d 482, 495 (R.I. 2011).⁴

The waiver serves the public interest and the four goals defined by the General Assembly. National Grid and Deepwater are in complete agreement that the PPA remains in full force and effect. Toray, a stranger to the contract with a singular objective to block the Project, has no right or basis to challenge that conclusion or the waiver.⁵

In short, the parties' waiver of the timing provision in Section 8.3 was both prudent and reasonable. The waiver was made necessary by Toray's unsuccessful challenge to the Commission's decision and the Supreme Court's appropriate schedule that ensured that all parties received a full opportunity to brief and argue the issues.⁶ Given the importance of the Block Island Wind Farm, National Grid seeks the Commission's acquiescence in the waiver, an otherwise ordinary and un-noteworthy action between two contracting parties.

B. The Commission Should Reject Toray's Objections

Toray's objections to the waiver reflect its strident opposition to the Block Island Wind Farm. Toray opposed the amendments to the Amended LTC. It was unsuccessful. Toray opposed the amended PPA (the subject of this latest action) in Docket 4185. It was unsuccessful. Toray filed a writ of certiorari with the Supreme Court contesting and criticizing the Commission's decision. It was again unsuccessful. In a unanimous decision, the Rhode Island Supreme Court rejected every one of Toray's arguments against this Project and its challenges to the Commission's decision. And now, having lost before all three branches of state government,

⁴ The waiver also gives effect to the Supreme Court's July 1, 2011 decision affirming the Commission's approval of the PPA. Toray's argument would render the Court's exhaustive decision moot the very day it was issued. This is an absurd result, and it has no basis in the law.

⁵ Toray is not a party to the contract and cannot enforce Section 8.3. National Grid and Deepwater elected to waive the provisions of Section 8.3.

⁶ The schedule actually met the objective and intent of the timing provision. The Project did not languish in administrative or legal limbo.

Toray renews its quest by objecting to the parties' legitimate, lawful and prudent action taken to accomplish the goals of the Amended LTC and to build this Project. The Commission should reject Toray's latest effort to advance its own perceived self-interest at the expense of the State's interests as declared in the Amended LTC and recognized by the Supreme Court.

1. The Waiver is reasonable and prudent

Toray offers the Commission no reasons why the parties' execution of the waiver is unreasonable and is not prudent. It does not explain why it would have been reasonable for National Grid to walk away from the Project merely because the Supreme Court affirmed the Commission's decision one day after the putative deadline in the timing provision. It does not explain how such a draconian action would achieve or be consistent with the goals and objectives of the Amended LTC. Instead, Toray's hyper-technical argument rests entirely on the language in the timing provision as it argues that somehow the termination was "automatic" and "irrevocable." Toray is wrong; neither the language of the PPA nor the law support Toray's contention. First, the PPA approved by the Commission expressly permits the parties to execute waivers and modify the contract. *See* Section 18. This is a standard contract term, and contracting parties frequently waive conditions that are substantially realized, like the timing provision here. Second, the law plainly recognizes the right of contracting parties to waive contract provisions. *See, supra*, Part II.A. As explained earlier, that mutual decision to waive the putative deadline to obtain Regulatory Approval is entirely reasonable and consistent with the General Assembly's stated goals. Toray offers no arguments to the contrary.

2. Whether Deepwater is licensed to do business in Rhode Island is irrelevant

The Secretary of State's revocation of Deepwater's Certificate of Registration due to an administrative mistake by Deepwater is a red herring raised by Toray and another example of

Toray's kitchen sink approach to attacking both this project and the state policies supporting it. Deepwater's registration to do business in Rhode Island is irrelevant to whether Deepwater can enter into a binding agreement to waive a contractual term. In fact, Rhode Island law specifically protects the validity of contracts entered into by unregistered foreign limited liability companies such as Deepwater. Moreover, the Secretary of State retroactively reinstated Deepwater's Certificate of Registration on October 11, 2011, rendering Toray's argument moot.

i. Whether Deepwater is registered to transact business in Rhode Island is irrelevant to its ability to validly execute the waiver.

Deepwater is a foreign limited liability company organized and existing under the laws of the State of Delaware. *See* Deepwater Wind Block Island Summary Screen.⁷ (attached as Exhibit 1). Rhode Island law specifically permits a foreign limited liability company to transact business in Rhode Island without registering in the state. R.I. Gen. Laws 1956 § 7-16-54. "The failure of a foreign limited liability company to register in this state does not impair the validity of any contract or act of the foreign limited liability company[.]" R.I. Gen. Laws 1956 § 7-16-54(b). The consequences of a lack of registration are the inability to maintain a proceeding in Rhode Island courts and the designation of the secretary of state as the agent for service of process – consequences that have no relevance here.⁸ R.I. Gen. Laws 1956 § 7-16-54(a) and (c). Deepwater's execution of the waiver is legal, binding, and enforceable. Section 7-16-54 specifically preserves the validity of any contract of a business not registered in Rhode Island.

⁷ This exhibit is available from the website of the Office of the Secretary of State: printed from the website of the Office of the Secretary of State, <http://ucc.state.ri.us/CorpSearch/CorpSearchSummary.asp?ReadFromDB=True&UpdateAllowed=&FEIN=000509832>.

⁸ The general rule is that a foreign corporation cannot maintain a lawsuit in Rhode Island courts if it is not registered with the Secretary of State. The prohibition, however, can be overcome if the plaintiff foreign corporation obtains a certificate of registration "before proceeding to final judgment." *World-Wide Computer Resources v. Arthur Kaufman Sales Co.*, 615 A.2d 122, 124 (R.I. 1992).

In short, the agreement between Deepwater and National Grid to waive the termination provision of Section 8.3 of the PPA is unaffected by the revocation of Deepwater's registration, and Toray's argument to the contrary should be disregarded.

ii. The reinstatement of Deepwater's registration moots Toray's argument.

On October 11, 2011, the Secretary of State reinstated Deepwater's certificate of registration to transact business in Rhode Island. *See* Exhibit 2. The Secretary of State previously revoked Deepwater's registration because Deepwater failed to file certain annual reports. Deepwater filed the missing annual reports, provided a certificate of good standing from the Rhode Island division of taxation and paid the requisite penalty of \$25.. *See id.* Accordingly, the Secretary of State withdrew Deepwater's revocation and "retroactively reinstate[d] the limited liability company . . . as if its certificate . . . had not been revoked." R.I. Gen. Laws 1956 § 7-16-43(a).⁹ Toray's argument is meritless.

3. The Commission has the authority to approve the waiver.

Docket 4185 is not closed. National Grid can pursue additional relief related to the subject matter of that docket. In *In re: Verizon-Rhode Island's Request for Partial Relief from the Alternative Regulation Plan Approved in Order No. 17417*, Docket No. 3445A, 2005 R.I. PUC LEXIS 13, *45-*46 (R.I. P.U.C. April 6, 2005) ("VZ-RI"), the Commission explained that "a new independent request for relief" that "pertains" to the previous docket should not be rejected on the basis that the docket is closed and noted that "the Commission has maintained open dockets, which have encompassed numerous different proceedings and issued many

⁹ When the Secretary of State revokes a certificate of organization or registration, a notation is placed on the summary screen of the entity indicating the date of revocation. *See, e.g.,* Albert E. Carlotti, Jr., D.D.S., LLC Summary Screen (attached as Exhibit 3). The Secretary of State removes that notation upon reinstatement with no indication of the date of reinstatement or the previous revocation.

dispositive orders.” Thus, the Commission concluded that the “Procedural Rules as to dockets should not be interpreted narrowly, but broadly so as to be consistent with Commission practice over years if not decades.” *Id.* at *46. Moreover, the United States Supreme Court specifically recognizes that “it is always within the discretion of a court or an administrative agency to relax or modify its procedural rules . . . when in a given case the ends of justice require it.” *Am. Farm Lines v. Black Ball Freight Serv.*, 397 U.S. 532, 538 (1970) (quoting *NLRB v. Monsanto Chemical Co.*, 205 F.2d 763, 764 (8th Cir. 1953)). National Grid’s request for Commission approval of the waiver of the timing provision directly relates to the proceeding in Docket 4185. The Commission retains the authority to maintain an open docket to resolve issues related to previous decisions.

The Commission also has clear statutory authority to approve National Grid’s Request for at least two reasons.

First, the Commission’s jurisdiction to approve the PPA arose from the direct mandate of the General Assembly to ensure that the PPA met the four statutory criteria set forth in the Amended LTC:

- (i) The amended agreement contains terms and conditions that are commercially reasonable;
- (ii) The amended agreement contains provisions that provide for a decrease in pricing if savings can be achieved in the actual cost of the project pursuant to subsection 39-26.1-7(e);
- (iii) The amended agreement is likely to provide economic development benefits, including: facilitating new and existing business expansion and the creation of new renewable energy jobs; the further development of Quonset Business Park; and, increasing the training and preparedness of the Rhode Island workforce to support renewable energy projects; and
- (iv) The amended power purchase agreement is likely to provide environmental benefits, including the reduction of carbon emissions.

R.I. Gen. Laws § 39-26.1-7; *In re Review of Proposed New Shoreham Project*, 25 A.2d at 496. The Amended LTC required the Commission to approve the PPA if it made positive findings on each of those four factors. *Id.* The Commission necessarily retains jurisdiction at this juncture to determine whether any waivers to the PPA provisions cause it to fall out of compliance with the four statutory purposes.¹⁰

Second, the general statutory authority of the Commission provides it with the ability to grant National Grid's requested relief. The Commission has the "exclusive power and authority to . . . make orders governing the conduct of" public utilities. R.I. Gen. Laws 1956 § 39-1-1(c). To this end, the Commission is charged with providing "full, fair and adequate administrative procedures and remedies." *Id.* The Supreme Court interpreted the Commission's authority to regulate the conduct of utilities as having a "broad reach." *In re Island Hi-Speed Ferry, LLC*, 746 A.2d 1240, 1244 (R.I. 2000). National Grid's Request clearly seeks an order from the Commission regarding its conduct. The general authority of the Commission clearly encompasses exercising jurisdiction over a request to determine whether National Grid's conduct complies with the law governing public utilities.¹¹

4. The Commission Should Deny Toray's Request for a Further Hearing

Toray has failed to offer any reasons why the Commission should take testimony on this issue. The underlying facts are few and self-evident. National Grid and Deepwater exercised a waiver under Section 18 of the PPA to ensure that the issuance of the Supreme Court's decision

¹⁰ If, for example, National Grid and Deepwater attempted to waive the PPA provision requiring them to pass on to customers defined cost savings in construction of the Project, Toray and others would be before this Commission asking it to reject that waiver because it no longer "provide[s] for a decrease in pricing if savings can be achieved in the actual cost of the project[.]"

¹¹ The Commission is free to assign a new docket number to this request if it deems it appropriate. Rule 1.3(d). National Grid's decision to label its request with Docket No. 4185 does not prohibit the Commission from opening a new docket if necessary.

15 hours after the expiration of the putative deadline in the timing provision did not halt this important Project. That waiver did not affect in any way the substantive terms of the PPA, and in particular did not affect the PPA's compliance with the four statutory criteria. There is no need or reason for testimony, and Toray proffers none. This is a simple administrative request.

The Commission frequently resolves matters without taking additional testimony. For example, Rule 1.15 expressly allows the Commission to resolve motions without taking additional testimony where there is no genuine issue of material fact.¹² That rule parallels the Rhode Island Rules of Civil Procedure under which courts regularly decide motions to dismiss, motions for summary judgment, and motions for judgment on the pleadings without taking testimony. Here, the Commission offered all sides a full opportunity to brief the issues, and the interested parties have done so. Toray, although demanding a "hearing," has had a full opportunity to present its arguments, and it took advantage of that opportunity. Toray utterly fails to explain why the Commission needs to take testimony, or identify any "genuine issues of material fact." That is because there are none. The facts are before the Commission, and the motion is ready for decision.

The statutes cited by Toray in support of its request for a public hearing do not provide a right to a public hearing on a collateral matter such as National Grid's Request. R.I. Gen. Laws 1956 § 42-35-9 states only that in a "contested case, all parties shall be afforded an opportunity for a hearing after reasonable notice." The Commission decided the contested case last year, and

¹² There are numerous instances where the Commission decides contested matters without taking testimony. See Rule 1.10 (requiring the Commission to take action on a petition for the "issuance, amendment, waiver or repeal of a rule" within 30 days without the benefit of a hearing); Rule 1.13 (the Commission resolves motions to intervene without a hearing); Rule 1.15 (allowing "summary disposition" of motions if there is "no genuine issue of material fact"); Rule 1.17 (permitting resolution of motions for interim relief "with or without a hearing").


the Supreme Court affirmed that decision on July 1, 2011.¹³ The matter before the Commission now is a collateral or follow-on motion that the Commission is free to decide on the papers after giving all sides an opportunity to present their arguments.

In sum, the Commission satisfied any due process concerns by giving all parties an opportunity to brief the issue and can now decide the motion at an Open Meeting.

III. CONCLUSION

For the foregoing reasons, Deepwater respectfully requests that the Commission issue a ruling at an Open Meeting that affirms that (1) National Grid's waiver of the condition set forth in Section 8.3 of the PPA was prudent and reasonable; and (2) the PPA remains in full force and effect and National Grid is authorized to proceed under the PPA.

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By its attorney,



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¹³ The Commission decided several motions without the benefit of testimony during the pendency of the contested case, including TransCanada's Motion to Dismiss and the Interveners' Motion to Stay.

CERTIFICATION

I hereby certify that on October 17, 2011, a copy of the within was sent to all parties set forth on the attached Service List by electronic mail and copies were sent to Luly Massaro, Commission Clerk, by electronic mail and hand delivery.

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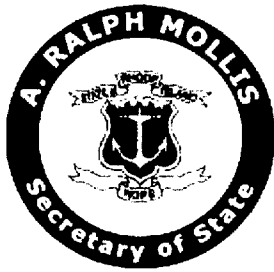
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EXHIBIT 1

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Office of the Secretary of State**

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040



Help with this form

Deepwater Wind Block Island, LLC Summary Screen[Request a Certificate](#)**The exact name of the Foreign Limited Liability Company:** Deepwater Wind Block Island, LLC**Entity Type:** Foreign Limited Liability Company**Identification Number:** 000509832**Date of Registration in Rhode Island:** 08/28/2009**The Foreign Limited Liability Company is organized under the laws of:** State: DE Country: USA**The location of its principal office:**No. and Street: 56 EXCHANGE TERRACE, SUITE 101City or Town: PROVIDENCEState: RI Zip: 02903 Country: USA**The mailing address or specified office:**No. and Street: 56 EXCHANGE TERRACE, SUITE 101City or Town: PROVIDENCEState: RI Zip: 02903 Country: USA**Agent Resigned:** N**Address Maintained:** Y**The name and address of the Registered Agent:**No. and Street: 10 WEYBOSSET STREETCity or Town: PROVIDENCEState: RI Zip: 02903Name: CT CORPORATION SYSTEM**The limited liability company is to be managed by its** Members**The name and business address of each manager:**

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
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Purpose

DEVELOPMENT OF OFFSHORE WIND ENERGY FACILITIES

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EXHIBIT 2

REINSTATEMENT

Entity ID # 509832 Name: Deepwater Wind Block Island LLC

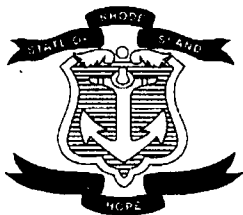
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- ☐ Foreign Business Corporation
- ☐ Domestic or Foreign Non-Profit Corporation
- ☒ Domestic or Foreign Limited Liability Company

- ☒ Annual Reports 2
- ☐ Change of Agent Form
- ☐ Change of Registered/Resident Office Form
- ☒ Good Standing from the RI Division of Taxation
- ☒ Penalties 1
- ☐ Legislative Act
- ☐ Other: _____

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DIVISION OF TAXATION
ONE CAPITOL HILL
PROVIDENCE, RI 02908

DAVID SCHWARTZ
56 EXCHANGE TERRACE SUITE 101
PROVIDENCE, RI 02903

509832

LETTER OF GOOD STANDING

It appears from our records that **DEEPWATER WIND BLOCK ISLAND LLC** has filed all the required returns due to be filed and paid all taxes indicated thereon and is in good standing with this Division as of **09/29/2011** regarding any liability under the Rhode Island Business Corporation Tax Law.

This letter is issued pursuant to the request of the above named corporation for the purpose of:

REINSTATEMENT OF REVOKED CORPORATE CHARTER

Very truly yours,

David M. Sullivan
Tax Administrator

Steven A. Cobb
Chief Revenue Agent
Office Audit and Discovery

RECEIVED
SECRETARY OF STATE
CORPORATE DIV
2011 OCT 11 PM 12:03

48536366:10303995

EXHIBIT 3

**State of Rhode Island and Providence Plantations
Office of the Secretary of State**

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Albert E. Carlotti, Jr., D.D.S., LLC Summary Screen**

Help with this form

[Request a Certificate](#)**The exact name of the Domestic Limited Liability Company:** Albert E. Carlotti, Jr., D.D.S., LLC**Entity Type:** Domestic Limited Liability Company**Identification Number:** 000146408**Date of Organization in Rhode Island:** 03/09/2005**Effective Date:** 03/09/2005**Date of Revocation Certificate:** 06/27/2011**The location of its principal office:****No. and Street:** 915 OAKLAWN AVENUE**City or Town:** CRANSTON**State:** RI **Zip:** 02920 **Country:** USA**The mailing address or specified office:****No. and Street:** 50 KENNEDY PLAZA, SUITE 1500**City or Town:** PROVIDENCE**State:** RI **Zip:** 02903 **Country:** USA**Agent Resigned:** N**Address Maintained:** Y**The name and address of the Registered Agent:****No. and Street:** HINCKLEY, ALLEN & SNYDER LLP50 KENNEDY PLAZA, SUITE 1500**City or Town:** PROVIDENCE**State:** RI **Zip:** 02903**Name:** STEPHEN J. CARLOTTI, ESQ.**The limited liability company is to be managed by its** Members**The name and business address of each manager:**

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
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Purpose

ORAL SURGEON

TITLE: 7-16

Select a type of filing from below to view this business entity filings:

ALL FILINGS



Annual Report

Annual Report - Amended

Articles of Amendment

Articles of Dissolution



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