

December 7, 2016

**VIA HAND DELIVERY & ELECTRONIC MAIL**

Luly E. Massaro, Commission Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

**RE: Docket 4673 - Long-Term Contracting for Renewable Energy Recovery Factor  
Responses to Division Data Requests – Set 1**

Dear Ms. Massaro:

Enclosed please find National Grid's<sup>1</sup> responses to data requests Division 1-4, Division 1-6, Division 1-8, and Division 1-12.

This transmittal completes the Company's responses to the first set of data requests issued by the Rhode Island Division of Public Utilities and Carriers in the above-referenced docket.

Thank you for your attention to this filing. If you have any questions concerning this transmittal, please contact me at 401-784-7288.

Very truly yours,



Jennifer Brooks Hutchinson

Enclosures

cc: Docket 4673 Service List  
Leo Wold, Esq.  
Steve Scialabba

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<sup>1</sup> The Narragansett Electric Company d/b/a National Grid (National Grid or the Company).

The Narragansett Electric Company  
d/b/a National Grid  
RIPUC Docket No. 4673  
In Re: Long-Term Contracting For Renewable Energy Recovery Factor  
For Effect January 1, 2017  
Responses to Division's First Set of Data Requests  
Issued on November 22, 2016

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Division 1-4

Request:

For each project/contract listed in Attachment 1, please provide the basis for the Unit Factor assumed. Include any assumptions for peak and off-peak periods and load shapes.

Response:

It should be noted that the resources included in this filing are intermittent renewable resources. These resources are dependent on variable fuel sources, including sun, wind, landfill gas, and water flows. These sources of fuel are not consistently available and performance can vary not only from season to season, but also year to year.

For each solar project in Attachment 1, 14% is used as the estimated unit factor, as this is the estimated capacity factor expected for this technology and location.

For the landfill gas project, 85% is used as the estimated unit factor. This unit factor was based on the original estimated capacity factor at the time the PPA was executed.

For the onshore wind project, 24% is used as the estimated unit factor. This capacity factor was based on an expected capacity factor for a project of this size and technology.

For the offshore wind project, a unit factor of 47% was provided by the project and is used as the estimated unit factor.

For the hydroelectric project, 90% is used as the estimated unit factor. This unit factor was based on the original estimated capacity factor at the time the PPA was executed, accounting for expected river flows and design capacity of the turbines.

Division 1-6

Request:

For each project/contract listed in Attachment 1, please provide the basis for the Contract Price shown. Include copies of relevant pages from the pricing sections of the PPAs.

Response:

Please refer to the table below. The copies of relevant pages from the pricing sections of the PPAs are included here as Attachment DIV 1-6.

<b>Unit</b>	<b>Contract Basis - Rhode Island General Law Provision</b>	<b>Attachment DIV 1-6 Page Number</b>
(1) RI LFG Genco Asset No. 40054	§39-26.1-9	1
(2) Wind Energy Dev. NK Green LLC Asset No. 42394	§39-26.2	4
(3) Con Edison Development Plain Mtg House Asset No. 43512	§39-26.2	6
(4) ACP Land LLC 28 Jacome Way Asset No. 43527	§39-26.2	8
(5) Comtram Cable Asset No. 43586	§39-26.2	10
(6) CCI New England 500 kW Asset No. 43607	§39-26.2	12
(7) Conanicut Marine Services (CMS) Solar Asset No. 43685	§39-26.2	14
(8) Black Bear Orono B Hydro Asset No. 38083	§39-26.1-3	16
(9) West Davisville Solar Asset No. 43716	§39-26.2	18
(10) Forbes Street Solar Asset No. 43762	§39-26.2	22
(11) CCI New England 181 kW Asset No. 43921	§39-26.2	26
(12) 100 Dupont Solar Asset No. 44003	§39-26.2	28
(13) 225 Dupont Solar Asset No. 44004	§39-26.2	31
(14) 35 Martin Solar Asset No. 44006	§39-26.2	33
(15) 0 Martin Solar Asset No. 44005	§39-26.2	35
(16) Gannon & Scott Solar Asset No. 44010	§39-26.2	37
(17) All American Foods Solar Asset. No. 46721	§39-26.2	39
(18) Brickle Group Solar Project Asset. No. 46911	§39-26.2	41

The Narragansett Electric Company  
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Page 2 of 2

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<b>Unit</b>	<b>Contract Basis - Rhode Island General Law Provision</b>	<b>Attachment DIV 1-6 Page Number</b>
(19) T.E.A.M. Inc. Solar Asset. No. 46913	§39-26.2	44
(20) Newport Vineyards Solar Asset. No. 46917	§39-26.2	46
(21) SER Solar 23 Appian Way Asset. No. 46926	§39-26.2	48
(22) Nexamp 76 Stilson Rd. Asset. No. 47020	§39-26.2	50
(23) Randall Steere Farm Asset. No. 46998	§39-26.2	52
(24) Johnston Solar Asset No. 47357	§39-26.2	54
(25) North Kingstown Solar 1720 Davisville Rd.- Asset No. 47487	§39-26.2	57
(26) Wilco 260 South County Trail - Asset No. 48664	§39-26.2	59
(27) Foster Solar - Asset No. 48774	§39-26.2	62
(28) Brookside Equestrian Center No. 48899	§39-26.2	65
(29) Deepwater Wind Asset No. 38495	§39-26.1-7	68



## **EXHIBIT E**

### **PRODUCTS AND PRICING**

1. Payment. Buyer shall, in accordance with the terms of the Agreement and this Exhibit E, with respect to any month after the Commercial Operation Date, pay to Seller, in immediately available funds, for each MWh of Products Delivered by Seller during such month, the Bundled Price per MWh set forth on Appendix X hereof with respect to the applicable calendar year in which such month occurs (as adjusted pursuant to the applicable provisions of this Exhibit E).

2. Allocation of MWh Price. The Bundled Price per MWh for each billing period shall be allocated between Energy and RECs as follows:

RECs = The RECs futures settlement price as published by the Chicago Climate Futures Exchange for the applicable billing period (the “CCFE Index Price”). In the event that the CCFE Index Price is no longer published, the Parties shall in good faith undertake commercially reasonable efforts to agree on a substitute index that reflects the market value of the RECs. Should such a substitute index not be available or if the Parties are unable to agree upon such a substitute index, the RECs will be valued at the “Alternative Compliance Payment Rate” for the Renewable Energy Standard published by the PUC for the applicable billing period.

Energy = The \$/MWh price of Energy for the applicable month shall be equal to the Bundled Price per MWh less the RECs allocation determined under this Section 2 for the applicable billing period and the \$/MWh equivalent of the adjustment for Forward Capacity Market payments as set forth in Section 3 for that billing period.

3. Adjustment to Bundled Price for Forward Capacity Market Payments. The Bundled Price per MWh listed above, as adjusted or escalated pursuant to Section 5.1(b) and this Exhibit E, shall be reduced on a monthly basis by any payments received by or credited to Seller for Buyer’s purchase of the Capacity attributable to the Facility and sold by Seller in the Forward Capacity Market in the applicable month, which reduction shall (i) not be reduced for any penalties incurred by Seller in the Forward Capacity Market, and (ii) be reduced by Peak Energy Rent reductions imposed by ISO-NE up to, but not in excess of, the full amount of such payments received by or credited to Seller for Capacity in the Forward Capacity Market in the applicable month. If the Facility has not qualified as a Capacity Resource or received a Capacity Supply Obligation for the relevant Capacity Commitment Period, Buyer shall calculate the reduction due under this Section 3 assuming that the Facility had qualified as a Capacity Resource and received a Capacity Supply Obligation in the minimum amount described in Section 4.8, based on information obtained from Seller and publicly available information from ISO-NE, which calculation shall be binding, absent manifest error. Seller shall use commercially reasonable efforts to cooperate with Buyer in calculating this reduction.

## APPENDICES

### Appendix X: Bundled Price per MWh

**Appendix X to Exhibit E**

**Bundled Price per MWH**

The Bundled Price per MWH shall be \$119.80 per MWh, commencing in 2012. The Bundled Price per MWH shall escalate as set forth in Section 5.1(b).

**POWER PURCHASE AGREEMENT**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this "**Agreement**") is entered into as of December 28, 2011 (the "**Effective Date**") by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation ("**Buyer**"), and the Seller identified below ("**Seller**" and, together with Buyer, each a "**Party**" and collectively the "**Parties**"). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Wind Energy Development, LLC

**Type of Organization and Jurisdiction of Organization of Seller:** A Rhode Island Limited Liability Company

**Address for Notices:**

Street: 1130 Ten Rod Road, Suite E-102  
City: North Kingstown, RI Zip: 02852  
Attention: Mark Depasquale  
Fax: 401-295-4944  
Email: [mdepasquale@windenergydevelopmentllc.com](mailto:mdepasquale@windenergydevelopmentllc.com)

**Facility Description:**

*Location:*  
Street: 42 Thornton Way  
City: North Kingstown, RI Zip: 02852

*Technology* Wind

*Fuel Type:* Not Applicable

*Operational Limitations:* The total outage requirements in the form of down time for this turbine is one week annually.

*Delivery Point:* Pole #75-2 (41°34'35.21" N and 71°29'19.61" W) located at Ten Rod Road, North Kingstown, RI

*Is the Facility a Net Metered Facility:* ☐ yes ☒ no

*Proposed Hourly Output:* 1,380 kWh per hour of Energy and a corresponding amount of all other Products

*Projected Annual Energy Output (first two Contract Years):* 3,095 MWh annually

*Projected Project Useful Life:* 21 Years

*Performance Guarantee Deposit* \$ 46,425.00

**Seller's Permits:**

*Construction Permits*

Federal Permits	Regulatory Authority(ies)
Aeronautical Study No. 2010-WTE-1072-OE	Federal Aviation Administration
State Permits	Regulatory Authority(ies)
Local/County Permits	Regulatory Authority(ies)
Building Permit B-10-0789	Town of North Kingstown

*Operating Permits*

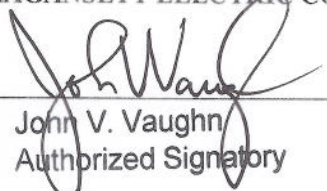

Federal Permits	Regulatory Authority(ies)
State Permits	Regulatory Authority(ies)
Interconnection Agreement	National Grid
Local/County Permits	Regulatory Authority(ies)

Bundled Price per MWH: \$ 133.50 per MWh

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

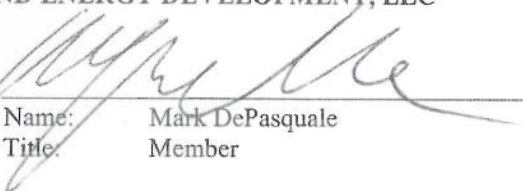
**BUYER:**

THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID

By:    
Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

WIND ENERGY DEVELOPMENT, LLC

By:   
Name: Mark DePasquale  
Title: Member

**POWER PURCHASE AGREEMENT****COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this "**Agreement**") is entered into as of December 28, 2011 (the "**Effective Date**") by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation ("**Buyer**"), and the Seller identified below ("**Seller**" and, together with Buyer, each a "**Party**" and collectively the "**Parties**"). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Con Edison Development, Inc.

**Type of Organization and Jurisdiction of Organization of Seller:** Corporation, New York

**Address for Notices:**

Street: 100 Summit Lake Drive – 4<sup>th</sup> Floor  
 City: Valhalla, NY Zip: 10595  
 Attention: Maria Robinson- Director, Business Development  
 Fax: 914-993-2121  
 Email: robinsonm@coneddev.com

**Facility Description:***Location:*

Street: 179 Plain Meeting House Rd  
 City: West Greenwich, RI Zip: 02817

*Technology:* Solar Photovoltaic (PV)

*Fuel Type:* N/A

*Operational Limitations:* 50% Outage for maintenance – 16 hours per year

*Delivery Point:* Feeder 63F6

*Is the Facility a Net Metered Facility:* yes X no

*Proposed Hourly Output:* 1,600.0000 kWh per hour of Energy and a corresponding amount of all other Products

*Projected Annual Energy Output (first two Contract Years):* 2,446.0 MWh

*Projected Project Useful Life:* 21 Years

*Performance Guarantee Deposit* \$ 61,150.00

**Seller's Permits:**

*Construction Permits*



<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
Building Permit	Town of West Greenwich Building & Zoning Department
Electrical Permit	Town of West Greenwich Building & Zoning Department

*Operating Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
Interconnection Agreement	National Grid
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>

**Bundled Price per MWh:** \$ 275.00 per MWh

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: \_\_\_\_\_

Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**Mark A. Noyes**  
Vice President

**Source: ACP Land LLC 28 Jacome Way Asset No. 43527 PPA**

## POWER PURCHASE AGREEMENT

### COVER SHEET

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of December 28, 2011 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** ACP Land LLC

**Type of Organization and Jurisdiction of Organization of Seller:** Limited Liability Company – Rhode Island

#### **Address for Notices:**

Street: 244 Gano Street  
City: Providence, RI Zip: 02906  
Attention: Gene Goldstein  
Fax: \_\_\_\_\_  
Email: Gene@GoldsteinAssociates.com

#### **Facility Description:**

##### *Location:*

Street: 28 Jacome Way  
City: Middletown, RI Zip: 02842

*Technology:* Solar Photovoltaic (PV)

*Fuel Type:* N/A

*Operational Limitations:* Maintenance Outage – 8 hours per year

*Delivery Point:* 122J4 Feeder

*Is the Facility a Net Metered Facility:* yes X no

*Proposed Hourly Output:* 400.0000 kWh per hour of Energy and a corresponding amount of all other Products

*Projected Annual Energy Output (first two Contract Years):* 610.0 MWh

*Projected Project Useful Life:* 21 Years

*Performance Guarantee Deposit* \$ 9,150.00

#### **Seller's Permits:**

*Construction Permits*



<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
Request for Regulatory Applicability	RI Department of Environmental Management
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
Building Permit	Building & Zoning Department for the Town of Middletown
Electrical Permit	
Special Use Permit	

*Operating Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
Interconnection Permit	National Grid
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>

Bundled Price per MWh: \$ 316.00 per MWh

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID

By: \_\_\_\_\_

Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

ACP LAND, LLC

By: \_\_\_\_\_

Name: Gene Goldstein  
Title: Member

12/23/2011

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of August 30, 2012 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Altus Power Funds RI I, LLC

**Type of Organization and Jurisdiction of Organization of Seller:**

Delaware LLC

**Principal Contact for Seller:** Zachary Rubenstein

**Address for Notices:**

Street: 1 Park Ave,  
City, State: Old Greenwich, CT Zip: 06870  
Attention: Lars Norell  
Fax: 203 637 8936  
Email: zachary.rubenstein@altuspower.com

**Facility Description:**

Project Name: Comtram Cable Plant  
Street: 1 Ralco Way  
City, State: Cumberland, RI Zip: 02864

*Technology:* Solar

*Fuel Type:* N/A

*Operational Limitations:* N/A

*Nameplate Capacity:* 499 kW

*Delivery Point:* 102W41 circuit from Valley substation

*Proposed Hourly Output:* 500 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 625 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 9,375.00

*Is the Facility a Net Metered Facility:* yes X no

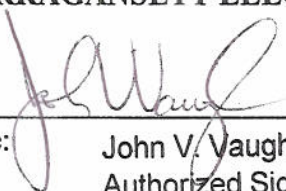
If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$ 316.00 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

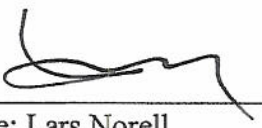
**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By:   
Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

**ALTUS POWER FUNDS RI I, LLC**

By:   
Name: Lars Norell  
Title: Managing Partner

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of August 30, 2012 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** CoxCom, LLC

**Type of Organization and Jurisdiction of Organization of Seller:** Delaware LLC

**Principal Contact for Seller:** Kevin Sok

**Address for Notices:**

Street: 6205 Peachtree Dunwoody Rd  
City, State: Atlanta, GA Zip: 30328  
Attention: Kevin Sok  
Fax: 6786455754  
Email: kevin.sok@coxinc.com

**Facility Description:**

Project Name: CCINew England 500 kW  
Street: 1060 West Main Road  
City, State: Portsmouth, RI Zip: 02871

*Technology:* Solar

*Fuel Type:* N/A

*Operational Limitations:* N/A

*Nameplate Capacity:* 498 kW

*Delivery Point:* 36W44 from Dexter substation

*Proposed Hourly Output:* 425 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 627 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 9,405.00

*Is the Facility a Net Metered Facility:* yes X no

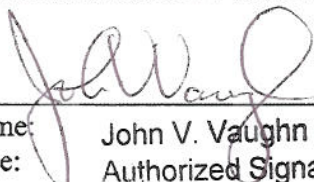
If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$ 316.00 per MWh

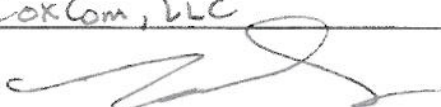
**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By:   
Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

CoxCom, LLC  
  
By: \_\_\_\_\_  
Name: Kevin Sok  
Title: Manager of Engineering/Alternate Energy  
? Business Continuity -2-



**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of April 24, 2013 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Conanicut Marine Services, Inc.

**Type of Organization and Jurisdiction of Organization of Seller:** Rhode Island Corporation

**Principal Contact for Seller:** Donna Wood

**Address for Notices:**

Street: 20 Narragansett Avenue

City, State: Jamestown, RI Zip: 02835

Attention: Donna Wood

Fax: 401-423-7159

Email: [Donna@conanicutmarina.com](mailto:Donna@conanicutmarina.com)

**Facility Description:**

Project Name: CMS Solar

Street: 260 Conanicus Avenue

City, State: Jamestown, Rhode Island Zip: 02835

*Technology:* Solar Photovoltaic (PV) - Rooftop

*Fuel Type:* N/S

*Operational Limitations:* None.

*Nameplate Capacity:* 128 kW DC

*Delivery Point:* National Grid Pole #52-B at customer underground riser 500MCM conductors

*Proposed Hourly Output:* 110 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 179 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 2,685

*Is the Facility a Net Metered Facility:* X yes         no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$ 288.00 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: \_\_\_\_\_

Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

**CONANICUT MARINE SERVICES, INC.**

By: \_\_\_\_\_

Name: William S. Munger  
Title: President

**Source: Black Bear Orono B Hydro Asset No. 38083 PPA**

**Appendix X to Exhibit E**

**Bundled Price per MWH**

The Bundled Price per MWH shall be equal to \$99 per MWh, commencing on the Commercial Operation Date. Subject to Section 5.1(b), the Bundled Price per MWH shall escalate by a factor of two percent (2%) on each Escalation Date.



calendar month shall be adjusted by the sum of the Zonal Price Separations for each hour in that calendar month for which such an Internal Bilateral Transaction or revision of the ISO-NE Rules or ISO-NE Practices resulted in Seller's account in the ISO-NE Settlement Market System being debited the Locational Marginal Price in the Rhode Island Load Zone.

7. In Appendix X to Exhibit E to the Agreement, "\$99 per MWh" is deleted and replaced with "\$91 per MWh at the Delivery Point."

8. The usage in this Amendment of terms which are defined in the Agreement is in accordance with the usage thereof in the Agreement.

9. Except as specifically amended hereby, all terms and provisions contained in the Agreement shall remain unchanged and in full force and effect, and each of the Parties ratifies and confirms all such terms and provisions. In the event of a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

10. In accordance with Section 18 of the Agreement, this Amendment shall only become effective if it is approved by the PUC in conjunction with its approval of the Agreement in Docket No. 4319.

11. Two or more counterparts of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. Facsimile signatures hereon shall be deemed to have the same effect as original signatures.

12. Interpretation and performance of this Amendment shall be in accordance with, and shall be controlled by, the laws of the State of Rhode Island (without regard to its principles of conflicts of law).

*[Signature Page Follows]*

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF GREATER THAN 500 KW)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of May 10, 2012 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Nexamp Capital, LLC

**Type of Organization and Jurisdiction of Organization of Seller:**  
Limited liability company, Delaware

**Address for Notices:**

Street: 21 High Street  
City, State: North Andover, MA Zip: 01845  
Attention: Palmer Moore  
Fax: (978) 416-2525  
Email: pmoore@nexamp.com

**Facility Description:**

Project Name: West Davisville Solar  
Street: 338 Compass Circle  
City, State: North Kingstown, RI Zip: 02852

*Technology:* Solar PV

*Fuel Type:* N/A

*Operational Limitations:* 8-16 hours per year – scheduled maintenance

*Nameplate Capacity:* 2.34 MW DC

*Delivery Point:* Feeder 46F4 at 338 Compass Circle, North Kingstown, RI

*Proposed Hourly Output:* 2,000 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 2,885 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.2 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$72,125.00

*Is the Facility a Net Metered Facility:* yes    ☒ no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

#### **Seller's Permits:**

##### *Construction Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
Letter of Non-Jurisdiction	FAA
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
Development review	Quonset Development Corporation
Building/electrical permit(s)	Town of North Kingstown

##### *Operating Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
Eligible renewable energy resource	State of Rhode Island
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
Approval to interconnect	National Grid

**Bundled Price per MWh:** \$236.99 per MWh

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

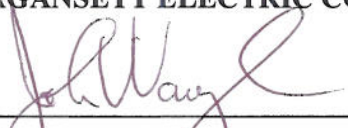
**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: \_\_\_\_\_

Name:

Title:

  
John V. Vaughn  
Authorized Signatory



**SELLER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

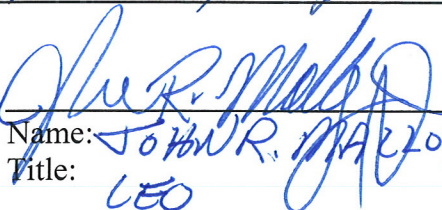
**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: \_\_\_\_\_  
Name:  
Title:

**SELLER:**

Nexamp Capital, LLC  
By:   
Name: JOHN R. MAYO, JR.  
Title: CEO

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF GREATER THAN 500 KW)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of May 10, 2012 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Forbes Street Solar LLC

**Type of Organization and Jurisdiction of Organization of Seller:** Delaware Limited Liability Corporation

**Address for Notices:**

Street: Five Concourse Parkway, Suite 2500  
City, State: Atlanta, Georgia Zip: 30328  
Attention: Stephen Elkind, Senior Director, Development Operations  
Fax: (770) 375-2336  
Email: selkind@ocisolarpower.com

**Copy to:** Alan M. Shoer, Alder Pollock & Sheehan, One Citizens Plaza, Providence, RI 02903-1345  
Tel: 401-274-7200, Fax: 401-751-0604  
Email: ashoe@apslaw.com

**Facility Description:**

Project Name: Forbes Street Solar Project  
Street: Forbes Street Landfill at Corner of Wampanoag Trail and Forbes Street  
City, State: East Providence, RI Zip: 02915

**Technology:** Solar

**Fuel Type:** N/A

**Operational Limitations:** None

**Nameplate Capacity:** 3.71 MW DC

**Delivery Point:** 48F3 from Wampanoag Substation

*Proposed Hourly Output:* 2,959 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 4,426 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.2 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 75,000

*Is the Facility a Net Metered Facility:* yes X no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

#### **Seller's Permits:**

##### *Construction Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
None	N/A
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
Landfill Closure	RIDEM
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
Building/Electrical	City of East Providence – Public Works
Large Development Project	City of East Providence – Planning

##### *Operating Permits*

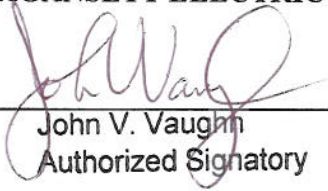
<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
QF Self Certification	FERC
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
Renewable Energy Resource Certification	RI PUC
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
N/A	N/A

**Bundled Price per MWh:** \$ 239.00 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By:   
Name: John V. Vaughn  
Title: Authorized Signatory



**SELLER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:



**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**



**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: \_\_\_\_\_

Name:

Title:

**SELLER:**

**FORBES STREET SOLAR LLC**



Kirk Milling, President & CEO

By: William J. Martin

Name: William J. MARTIN

Title: Managing Partner

**Source: CCI New England 181 kW Asset No. 43921 PPA**

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of August 30, 2012 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** CoxCom, LLC

**Type of Organization and Jurisdiction of Organization of Seller:** Delaware LLC

**Principal Contact for Seller:** Kevin Sok

**Address for Notices:**

Street: 6205 Peachtree Dunwoody Rd  
City, State: Atlanta, GA Zip: 30328  
Attention: Kevin Sok  
Fax: 6786455754  
Email: kevin.sok@coxinc.com

**Facility Description:**

Project Name: CCINew England 181kW  
Street: 9 James P. Murphy Drive  
City, State: WestWarwick, RI Zip: 02893

*Technology:* Solar

*Fuel Type:* N/A

*Operational Limitations:* N/A

*Nameplate Capacity:* 181 kW

*Delivery Point:* 61F4 from Division Street substation

*Proposed Hourly Output:* 135 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 222 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 3,330.00

*Is the Facility a Net Metered Facility:* yes X no

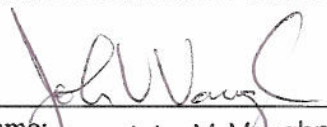
If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$ 316.00 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

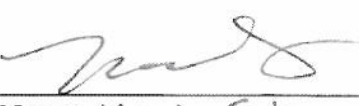
**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By:   
Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

Cox Com, LLC

By:   
Name: Kevin Sch  
Title: Manager of Engineering / Alternate Energy  
+ Business Continuity -2-

**Source: 100 Dupont Solar Asset No. 44003 PPA**

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF GREATER THAN 500 KW)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of August 30, 2012 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**”) and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Soltas Energy Corporation

**Type of Organization and Jurisdiction of Organization of Seller:** Delaware Corporation

**Principal Contact for Seller:** Kirt Mayland

**Address for Notices:**

Street: 730 Fifth Avenue

City, State: New York, NY

Zip: 10019

Attention: Kirt Mayland

Fax: 646-607-2223

Email: dkm@soltasenergy.com

**Facility Description:**

Project Name: 100 Dupont Solar

Street: 100 Dupont Drive

City, State: Providence, RI Zip: 02907

*Technology:* Solar

*Fuel Type:* N/A

*Operational Limitations:* N/A

*Nameplate Capacity:* 1500 kW

*Delivery Point:* 2228 Feeder from Johnston Substation

*Proposed Hourly Output:* 1266 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 1,595 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.2 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 39,875

*Is the Facility a Net Metered Facility:* yes X no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

#### **Seller's Permits:**

##### *Construction Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
None	
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
None	
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
Building, Electrical, Site Plan Review	City of Providence (B&I, Planning)

##### *Operating Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
None	
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
None	
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
None	

**Bundled Price per MWH:** \$ 209.00 per MWh

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: \_\_\_\_\_

Name:

John V. Vaughn

Title:

Authorized Signatory

**SELLER:**

**SOLTAS ENERGY CORPORATION**

By: \_\_\_\_\_

Name: Kirt Mayland

Title: General Counsel

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of August 30, 2012 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Soltas Energy Corporation

**Type of Organization and Jurisdiction of Organization of Seller:** Delaware Corporation

**Principal Contact for Seller:** Kirt Mayland

**Address for Notices:**

Street: 730 Fifth Avenue

City, State: New York, NY

Zip: 10019

Attention: Kirt Mayland

Fax: 646-607-2223

Email: dkm@soltasenergy.com

**Facility Description:**

Project Name: 225 Dupont Solar

Street: 225 Dupont Drive

City, State: Providence, RI Zip: 02907

*Technology:* Solar

*Fuel Type:* N/A

*Operational Limitations:* N/A

*Nameplate Capacity:* 300 kW

*Delivery Point:* 2228 feeder from Johnston substation



*Proposed Hourly Output:* 225 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 275 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 4,125

*Is the Facility a Net Metered Facility:* yes ☒ no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$ 316.00 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: 

Name: **John V. Vaughn**  
Title: **Authorized Signatory**

**SELLER:**

**SOLTAS ENERGY CORPORATION**

By: 

Name: **Kirt Mayland**  
Title: **General Counsel**



**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of August 30, 2012 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**”) and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Soltas Energy Corporation

**Type of Organization and Jurisdiction of Organization of Seller:** Delaware Corporation

**Principal Contact for Seller:** Kirt Mayland

**Address for Notices:**

Street: 730 Fifth Avenue

City, State: New York, NY

Zip: 10019

Attention: Kirt Mayland

Fax: 646-607-2223

Email: dkm@soltasenergy.com

**Facility Description:**

Project Name: 35 Martin Solar

Street: 35 Martin Street

City, State: Cumberland, RI Zip: 02864

*Technology:* Solar

*Fuel Type:* N/A

*Operational Limitations:* N/A

*Nameplate Capacity:* 500 kW

*Delivery Point:* 102W44 from Valley substation

*Proposed Hourly Output:* 400 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 530 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 7,950.00

*Is the Facility a Net Metered Facility:* yes X no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$ 316.00 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: 

Name:

Title:

John V. Vaughn  
Authorized Signatory

**SELLER:**

**SOLTAS ENERGY CORPORATION**

By: 

Name: Kirt Mayland

Title: General Counsel

**Source: 0 Martin Solar Asset No. 44005 PPA**

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of August 30, 2012 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**”) and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Soltas Energy Corporation

**Type of Organization and Jurisdiction of Organization of Seller:** Delaware Corporation

**Principal Contact for Seller:** Kirt Mayland

**Address for Notices:**

Street: 730 Fifth Avenue

City, State: New York, NY

Zip: 10019

Attention: Kirt Mayland

Fax: 646-607-2223

Email: dkm@soltasenergy.com

**Facility Description:**

Project Name: 0 Martin Solar

Street: 0 Martin Street

City, State: Cumberland, RI Zip: 02864

*Technology:* Solar

*Fuel Type:* N/A

*Operational Limitations:* N/A

*Nameplate Capacity:* 500 kW

*Delivery Point:* 126W51 from Washington substation

*Proposed Hourly Output:* 400 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 530 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 7,950

*Is the Facility a Net Metered Facility:* yes ☒ no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWH:** \$ 316.00 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: 

Name:  
Title:

**John V. Vaughn**  
**Authorized Signatory**

**SELLER:**

**SOLTAS ENERGY CORPORATION**

By: 

Name: Kirt Mayland  
Title: General Counsel

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of April 24, 2013 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Golden Ale Realty, LLC

**Type of Organization and Jurisdiction of Organization of Seller:**

Real Estate Limited Liability Corporation incorporated in Rhode Island

**Principal Contact for Seller:** Joseph O. Peixoto

**Address for Notices:**

Street: 33 Kenney Drive  
City, State: Cranston, RI Zip: 02920  
Attention: Joseph O. Peixoto  
Fax: 401-463-5971  
Email: [joepeixoto@gannon-scott.com](mailto:joepeixoto@gannon-scott.com)

**Facility Description:**

Project Name: Gannon & Scott Solar  
Street: 45 Sharpe Drive  
City, State: Cranston, RI Zip: 02920

*Technology:* Solar Photovoltaic (PV) - Rooftop

*Fuel Type:* N/A

*Operational Limitations:* Maintenance outage – 2 days per year

*Nameplate Capacity:* 406 kW DC

*Delivery Point:* Feeder 27F3 from Pontiac Substation.

*Proposed Hourly Output:* 300kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 469 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 7,035

*Is the Facility a Net Metered Facility:* ☐ yes ☒ no

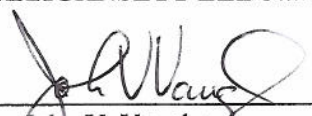

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$ 284.00 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

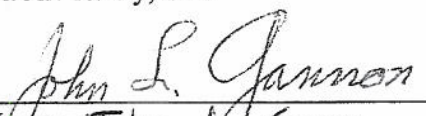
**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By:    
Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

Golden Ale Realty, LLC

By:   
Name: John L. Gannon  
Title: Manager



**Source: All American Foods Solar Asset. No. 46721 PPA**

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of April 24, 2013 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** All American Foods, Inc.

**Type of Organization and Jurisdiction of Organization of Seller:**

All American Foods, Inc. is an S Corporation incorporated in Rhode Island

**Principal Contact for Seller:** Leon A. Panteleos, President & CEO

**Address for Notices:**

Street: PO Box 792  
City, State: North Kingstown, RI Zip: 02852  
Attention: Leon Panteleos  
Fax: 401-667-7710  
Email: [lpanteleos@all-american-foods.com](mailto:lpanteleos@all-american-foods.com)

**Facility Description:**

Project Name: All American Foods Solar  
Street: 65 All American Way  
City, State: North Kingston, Rhode Island Zip: 02852

*Technology:* Solar Photovoltaic (PV) - Rooftop

*Fuel Type:* N/A

*Operational Limitations:* Maintenance outage – 2 days per year

*Nameplate Capacity:* 331 kW DC

*Delivery Point:* Feeder 46F4 from Old Baptist Rd Substation



*Proposed Hourly Output:* 300 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 419 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$6,285

*Is the Facility a Net Metered Facility:* yes Xno

If yes, attach completed Schedule B, Appendix A of R.L.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$ 284.00 per MWh

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: 

Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

All American Foods, Inc.

By: 

Name: Leon Panteleos  
Title: President & CEO

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF GREATER THAN 500 KW)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of April 24, 2013 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** NextSun Energy North Smithfield, LLC

**Type of Organization and Jurisdiction of Organization of Seller:** A RI Limited Liability Company

**Address for Notices:**

Street: 8 Boylston Street, Suite 1  
City, State: Boston MA Zip: 02130  
Attention: Jacob Laskin  
Fax: (617) 440-7554  
Email: jake@nextsunenergy.com

**Facility Description:**

Project Name: Brickle Group Solar Project  
Street: 582 Great Road  
City, State: North Smithfield, Rhode Island Zip: 02895-0309

*Technology:* Solar Photovoltaic (PV)

*Fuel Type:* N/A

*Operational Limitations:* None

*Nameplate Capacity:* 1,084 kW DC

*Delivery Point:* Feeder 26W5 from the Woonsocket Substation

*Proposed Hourly Output:* 1,000 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer’s maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 1,386 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.2 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 34,660

*Is the Facility a Net Metered Facility:* ☐ yes ☒ no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

### **Seller's Permits:**

#### *Construction Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
RIPDES Program General Permit – Pollutant Discharge Elimination System	Rhode Island DEM
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
Building, Electrical	Building Department of North Smithfield, Rhode Island
Special Use Permit	North Smithfield Zoning Board

#### *Operating Permits*

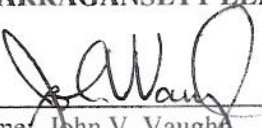

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>

**Bundled Price per MWH:** \$ 184.90 per MWh

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.


**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By:    
Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

NextSun Energy North Smithfield, LLC

By:   
Name: Jacob Lashin  
Title: manager

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of April 24, 2013 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Clean Economy Development, LLC

**Type of Organization and Jurisdiction of Organization of Seller:** A Rhode Island Limited Liability Corporation

**Principal Contact for Seller:** Julian Dash

**Address for Notices:**

Street: 127 Dorrance Street, 5<sup>th</sup> Floor  
City, State: Providence, RI Zip: 02903  
Attention: Julian Dash  
Fax: N/A  
Email: [jdash@cleaneconomydevelopment.com](mailto:jdash@cleaneconomydevelopment.com)

**Facility Description:**

Project Name: T.E.A.M. Inc. Solar  
Street: 811 Park East Drive  
City, State: Woonsocket, Rhode Island Zip: 02895

*Technology:* Solar

*Fuel Type:* N/A

*Operational Limitations:* Maintenance outages – less than 2% of operating times.

*Nameplate Capacity:* 182 kW DC

*Delivery Point:* Feeder 108W55 from Riverside Substation

*Proposed Hourly Output:* 146 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 217 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$3,255

*Is the Facility a Net Metered Facility:* yes Xno

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$288.00 per MWh

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID

By: 

Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

Clean Economy Development, LLC

By: 

Name: JULIAN DASH  
Title: MANAGING PARTNER

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
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**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of April 24, 2013 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Newport Vineyards and Winery, LLC

**Type of Organization and Jurisdiction of Organization of Seller:**

A Rhode Island Limited Liability Corporation incorporated in Rhode Island

**Principal Contact for Seller:** John Nunes, Jr., Manager

**Address for Notices:**

Street: 909 East Main Road  
City, State: Middletown, Rhode Island Zip: 02842  
Attention: John Nunes, Jr.  
Fax: (Phone) 401-848-5161  
Email: [john@newportvineyards.com](mailto:john@newportvineyards.com)

**Facility Description:**

Project Name: Newport Vineyards Solar  
Street: 909 East Main Road  
City, State: Middletown, Rhode Island Zip: 02842

*Technology:* Solar Photovoltaic (PV) - Rooftop

*Fuel Type:* N/A

*Operational Limitations:* Maintenance outage – 2 days per year.

*Nameplate Capacity:* 53 kW DC

*Delivery Point:* Feeder 37W43 from Jepson Substation



*Proposed Hourly Output:* 50 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 69 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 1,035

*Is the Facility a Net Metered Facility:* ☐ yes ☒ no

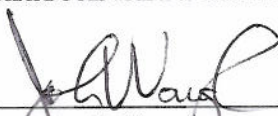

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$ 299.50 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

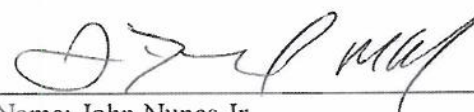
**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By:    
Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

**SULKY RHODE, LLC D/B/A NEWPORT VINEYARDS AND WINERY, LLC**

By:   
Name: John Nunes Jr.  
Title: Manager

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of December 13, 2013 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Stillwater’s Edge Realty, LLC

**Type of Organization and Jurisdiction of Organization of Seller:**

Domestic Limited Liability Corporation / State of Rhode Island

**Principal Contact for Seller:** John Dell’Oro

**Address for Notices:** Stillwater’s Edge Realty, LLC

Street: c/o John Dell’Oro, 40 Byron Randall Road  
City, State Zip: North Scituate, RI 02857  
Attention: John D. Dell’Oro  
Fax: 401-647-5293  
Email: jdd@advance-electrical.com

**Facility Description:**

Project Name: SER Solar 23 Appian Way  
Street: 23 Appian Way  
City, State Zip: Smithfield, RI 02917

*Technology:* Solar Photovoltaic (PV)

*Fuel Type:* N/A

*Operational Limitations:* There are no planned maintenance outages

*Nameplate Capacity:* 52 kW DC

*Delivery Point:* Feeder 23F3 from the Farnum Pike Substation

*Proposed Hourly Output:* 41 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 59 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$885

*Is the Facility a Net Metered Facility:*   yes   X  no

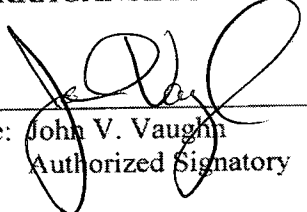
If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$ 277.57 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

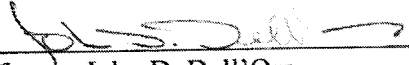
**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By:   
Name: John V. Vaughn  
Title: Authorized Signatory -JVC

**SELLER:**

**STILLWATER'S EDGE REALTY, LLC**

By:   
Name: John D. Dell'Oro  
Title: Manager

**Source: Nexamp 76 Stilson Rd. Asset. No. 47020 PPA**

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

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**Seller:** Nexamp Richmond Solar, LLC

**Type of Organization and Jurisdiction of Organization of Seller:**

Limited Liability Company, Delaware

**Principal Contact for Seller:** Palmer Moore

**Address for Notices:**

Street: 4 Liberty Square, 3<sup>rd</sup> Floor  
City, State Zip: Boston, MA 02109  
Attention: Palmer Moore  
Email: pmoore@nexamp.com

**Facility Description:**

Project Name: Nexamp 76 Stilson Rd  
Street: 76 Stilson Road  
City, State Zip: Richmond, Rhode Island 02898

*Technology:* Solar PV – ground mount

*Fuel Type:* N/A

*Operational Limitations:* 2 days per year maintenance outage

*Nameplate Capacity:* 498 kW DC

*Delivery Point:* 68F4 circuit from Kenyon substation

*Proposed Hourly Output:* 438 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 658 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$9,870.00

*Is the Facility a Net Metered Facility:* \_\_yes Xno

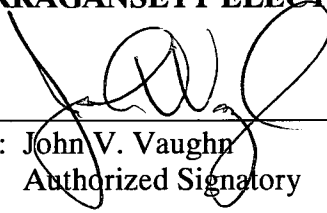
If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$194.88 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.


**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By:   
Name: John V. Vaughn  
Title: Authorized Signatory JFC

**SELLER:**

**NEXAMP RICHMOND SOLAR, LLC**

By:   
Name: Zaid Ashai  
Title: Chief Executive Officer

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of October 22, 2013 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** Steere Electric LLC

**Type of Organization and Jurisdiction of Organization of Seller:**

Single Member LLC registered in RI

**Principal Contact for Seller:** Randy Steere

**Address for Notices:**

Street: 15 Drawbridge Road  
City, State: Westford, MA Zip: 01886  
Attention: Randy Steere  
Fax: N/A  
Email: Randy535@aol.com

**Facility Description:**

Project Name: Randall Steere Farm  
Street: 100 John Steere Road  
City, State: Chepachet, RI Zip: 02814

*Technology:* Solar Photovoltaic (PV)

*Fuel Type:* N/A

*Operational Limitations:* Maintenance outage – 2 days per year

*Nameplate Capacity:* 91 kW DC

*Delivery Point:* Feeder 34F2 from Chopmist Substation

*Proposed Hourly Output:* 75 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 125 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 1,868

*Is the Facility a Net Metered Facility:*   yes   X  no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$ 299.49 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: \_\_\_\_\_

Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

**STEERE ELECTRIC LLC**

By: \_\_\_\_\_

Name: Randall Steere  
Title: Member/Owner



**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF GREATER THAN 500 KW)**

**COVER SHEET**

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**Seller:** Johnston Solar I, LLC

**Type of Organization and Jurisdiction of Organization of Seller:**  
Rhode Island Limited Liability Corporation

**Address for Notices:**

Johnston Solar 1 LLC  
c/o rTerra, LLC  
Street: 28 Jacome Way  
City, State: Middletown, Rhode Island Zip: 02842  
Attention: Frank A. Epps  
Fax: 401-619-5291 Email: frank.epps@rterra.com

**Copies to:** Robinson Cole, LLP

Street: 1 Financial Plaza Suite 1430  
City, State: Providence, Rhode Island Zip: 02903  
Attention: Joseph B. White, ESQ  
Fax: 401-709-3399 Email: jbwhite@rc.com

**Facility Description:**

Project Name: Johnston Solar I  
Street: Peck Hill Road, Lots 54 & 24 on Map 2010-33 and Lots 163 & 114 on Map 2010-43-5  
City, State: Johnston, Rhode Island 02919

*Technology:* Solar Photovoltaic (PV)

*Fuel Type:* N/A

*Operational Limitations:* Maintenance outage - 16 hrs per year during non-peak hours.

*Nameplate Capacity:* 1,700 kW DC

*Delivery Point:* Feeder 21F2 from West Cranston Substation.

*Proposed Hourly Output:* 1,500 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 2,100 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.2 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$ 52,500

*Is the Facility a Net Metered Facility:* ☐ yes ☒ no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

#### **Seller's Permits:**

##### *Construction Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
Freshwater Wetlands Permit-Preliminary Determination	RIDEM
RIPDES NOI Permit	RIDEM
RI Historical Preservation & Heritage Commission Review	RI Historical Preservation & Heritage Commission
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
Town of Johnston/Development Site Plan Review	Planning Department
Town of Johnston/Special Use Permit	Zoning Department
Town of Johnston/Building Permit	Building Department
Town of Johnston/Electrical Permit/Certificate of Inspection	Building Department

*Operating Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
Form 556 – Confirmation of Qualifying Facility Status for small power production	FERC
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
Eligible Renewable Energy Resources Facility Certification	RIPUC
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>

**Bundled Price per MWH:** \$175.00 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By:

Name: John V. Vaughn  
Title: Authorized Signatory

**SELLER:**

**JOHNSTON SOLAR I, LLC**

By:

Name: Frank A. Epps  
Title: Authorized Signatory

**Source: North Kingstown Solar 1720 Davisville Rd.- Asset No. 47487 PPA**

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of December 13, 2013 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. ch. 39-26.2

**Seller:** North Kingstown Solar 1, LLC

**Type of Organization and Jurisdiction of Organization of Seller:**

Rhode Island Limited Liability Corporation

**Principal Contact for Seller:** Frank A. Epps

**Address for Notices:**

Street: 28 Jacome Way  
City, State Zip: Middletown, RI 02842  
Attention: Frank Epps  
Fax: 401-619-5291  
Email: frank.epps@rterra.com

**Facility Description:**

Project Name: North Kingstown Solar 1720 Davisville Rd  
Street: 1720 Davisville Rd  
City, State Zip: North Kingstown, Rhode Island 02852

*Technology:* Solar PV – ground mount

*Fuel Type:* N/A

*Operational Limitations:* 8 hours maintenance outage per year

*Nameplate Capacity:* 500 kW DC

*Delivery Point:* 83F2 circuit from Quonset substation

*Proposed Hourly Output:* 400 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 610 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.1 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$9,150.00

*Is the Facility a Net Metered Facility:* yes X no

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Bundled Price per MWh:** \$190.00 per MWh

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: 

Name: John V. Vaughn  
Title: Authorized Signatory

*JVC*

**SELLER:**

**NORTH KINGSTOWN SOLAR 1, LLC**

By: 

Name: Frank A. Epps  
Title: Authorized Signatory

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF GREATER THAN 500 KW)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of December 17, 2014 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. § 39-26.2

**Seller:** WILCO Development, LLC

**Type of Organization and Jurisdiction of Organization of Seller:** Limited Liability Company, Rhode Island

**Address for Notices:**

Street: 300 Jefferson Blvd., Suite 211  
City, State Zip: Warwick, RI 02888  
Attention: Bill Wilbur  
Fax: 800-945-2619  
Email: bwilbur@wilcodevelopment.com

**Facility Description:**

Project Name: Wilco 260 South County Trail  
Street: 260 South County Trail  
City, State Zip: Exeter, Rhode Island 02822

*Technology:* Solar PV

*Fuel Type:* N/A

*Operational Limitations:* 2 partial outages/year for inverter maintenance and potential repairs; 1 full day/year for transformer or other major equipment maintenance.

*Nameplate Capacity:* 1,246 kW DC

*Delivery Point:* Feeder 88F1 from the Tower Hill Substation

*Proposed Hourly Output:* 846 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output

Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 1,694 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.2 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$42,350

*Is the Facility a Net Metered Facility:* \_\_yes Xno

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Seller's Permits:**

*Construction Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
Pollution Discharge Elimination System	RI DEM
Physical Alteration Permit	RI DOT
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
Building Permit	Town of Exeter

*Operating Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>

**Bundled Price per MWh:** \$219.50 per MWh



**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: \_\_\_\_\_

Name: John V. Vaughn

Title: Authorized Signatory

JVC

**SELLER:**

WILCO DEVELOPMENT LLC

By: \_\_\_\_\_

Name: William J. Wilbor

Title: MEMBER.

**Source: Foster Solar - Asset No. 48774 PPA**

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF GREATER THAN 500 KW)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of December 17, 2014 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. § 39-26.2

**Seller:** Foster Solar, LLC

**Type of Organization and Jurisdiction of Organization of Seller:** Delaware Limited Liability Co.

**Address for Notices:**

Street: 4 Liberty Square, 3<sup>rd</sup> Floor  
City, State Zip: Boston, MA 02109  
Attention: Palmer Moore, Nexamp  
Fax: 617-431-1440 x115  
Email: pmoore@nexamp.com

**Facility Description:**

Project Name: Foster Solar – 23 Theodore Foster Drive  
Street: 23 Theodore Foster Drive  
City, State Zip: Foster, Rhode Island 02857

*Technology:* Solar PV

*Fuel Type:* N/A

*Operational Limitations:* One-Two days per year for scheduled maintenance.

*Nameplate Capacity:* 1,250 kW DC

*Delivery Point:* Feeder 34F3 from the Chopmist Substation

*Proposed Hourly Output:* 1,125 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output Demonstration requirement in Section 3.1 and in establishing Buyer’s maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 1,716 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.2 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$42,900

*Is the Facility a Net Metered Facility:* \_\_yes Xno

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

**Seller's Permits:**

*Construction Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
RIPDES EPA Notice of Intent	RI DEM
Request for Regulatory Applicability	RI DEM
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
Planning Board Approval	Town of Foster
Building/Electrical Permits	Town of Foster

*Operating Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
Eligible Renewable Energy Resource	RI PUC
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>

**Bundled Price per MWH:** \$205.99 per MWh

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**IN WITNESS WHEREOF**, each of Buyer and Seller has caused this Agreement to be duly executed on its behalf as of the date first above written.

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: \_\_\_\_\_

Name: John V. Vaughn

Title: Authorized Signatory

JVC

**SELLER:**

**FOSTER SOLAR, LLC**

By: \_\_\_\_\_

Name: Zaid Ashai

Title: Chief Executive Officer

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF GREATER THAN 500 KW)**

**COVER SHEET**

This **POWER PURCHASE AGREEMENT** (this “**Agreement**”) is entered into as of September 5, 2014 (the “**Effective Date**”) by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and the Seller identified below (“**Seller**” and, together with Buyer, each a “**Party**” and collectively the “**Parties**”). This Agreement is comprised of this Cover Sheet, the Appendix to this Cover Sheet, the General Terms and Conditions attached hereto, and the Exhibits to those General Terms and Conditions. This Agreement is the standard form long-term contract for the purchase of energy, capacity and renewable energy certificates from a Distributed Generation Facility (defined in the General Terms and Conditions) meeting the requirements of R.I.G.L. § 39-26.2

**Seller:** Brandywick, LLC

**Type of Organization and Jurisdiction of Organization of Seller:** Brandywick, LLC is a Maryland limited liability company.

**Address for Notices:**

Street: 645 Meeting Street, Suite 13  
City, State Zip: Charleston, SC 29403  
Attention: Patrick Hassell  
Fax: (866) 805-1546  
Email: phassell@solbrightre.com

**Facility Description:**

Project Name: Brookside Equestrian Center – 90 Tifft Rd  
Street: 90 Tifft Road  
City, State Zip: North Smithfield, Rhode Island 02896

*Technology:* Solar PV

*Fuel Type:* N/A

*Operational Limitations:* No planned outages. In event of a required overhaul, outage time is 1-3 days.

*Nameplate Capacity:* 1,246 kW DC

*Delivery Point:* Feeder 26W7 from the Woonsocket Substation

*Proposed Hourly Output:* 999 kWh per hour of Energy and a corresponding amount of all other Products (Note that Proposed Hourly Output is used in determining whether Seller has satisfied the Output

Demonstration requirement in Section 3.1 and in establishing Buyer's maximum purchase obligation in any hour)

*Projected Annual Energy Output (each of first two Contract Years):* 1,662 MWh (Note that Projected Annual Energy Output is used to establish the Performance Guarantee Deposit under Section 6.2 and to calculate any Termination Payment under Section 8.3 in the first two Contract Years)

*Projected Project Useful Life:* 25 Years

*Performance Guarantee Deposit* \$41,550

*Is the Facility a Net Metered Facility:* \_\_yes Xno

If yes, attach completed Schedule B, Appendix A of R.I.P.U.C. Tariff No. 2075, The Narragansett Electric Company Net Metering Provision: Information Required for Application of Renewable Net Metering and Excess Renewable Net Metering Credits.

#### **Seller's Permits:**

##### *Construction Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
N/A	
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
N/A	
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
Building and Electric	Town of North Smithfield

##### *Operating Permits*

<b>Federal Permits</b>	<b>Regulatory Authority(ies)</b>
N/A	
<b>State Permits</b>	<b>Regulatory Authority(ies)</b>
N/A	
<b>Local/County Permits</b>	<b>Regulatory Authority(ies)</b>
N/A	

**Bundled Price per MWh:** \$149.90 per MWh

**BUYER:**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**

By: 

Name: John V. Vaughn

Title: Authorized Signatory

*-JFC*

**SELLER:**

**BRANDYWICK, LLC**

By: 

Name: Patrick B. Hassell

Title: Managing Member



## EXHIBIT E PRICING AND PAYMENTS

1. Payment. Buyer shall, in accordance with the terms of the Agreement and this Exhibit E, with respect to any month, pay to Seller, in immediately available funds, for each MWh Delivered by Seller during such month, the Bundled Price per MWh set forth on Appendix X hereof with respect to the applicable calendar year in which such month occurs (as adjusted pursuant to the applicable provisions of this Exhibit E). In addition, Seller shall, if applicable, provide Buyer with the credit set forth on Appendix Y (the “Wind Outperformance Adjustment Credit”).
2. Allocation of MWh Price. The Bundled Price per MWh for each billing period shall be allocated between Energy and RECs as follows:  
  
RECs        =     The Massachusetts Class 1 Compliance RECs futures settlement price as published by the Chicago Climate Futures Exchange for the applicable billing period (the “CCFE Index Price”). In the event that the CCFE Index Price is no longer published, the Parties shall in good faith undertake commercially reasonable efforts to agree on a substitute index that reflects the market value of RECs for RPS Class I Renewable Generation Units. Should such a substitute index not be available or if the Parties are unable to agree upon such a substitute index, the RECs will be valued at the “Alternative Compliance Payment Rate” for the RPS published by the PUC for the applicable billing period.  
  
Energy       =     The \$/MWh price of Energy for the applicable month shall be equal to the Bundled Price per MWh less the RECs allocation determined under this Section 2 for the applicable billing period and the \$/MWh equivalent of the adjustment for Forward Capacity Market payments as set forth in Section 3 for that billing period.
3. Adjustment to Bundled Price for Forward Capacity Market Payments. Beginning in the fourth Contract Year, each monthly payment due to Seller under this Exhibit E will be reduced by the amount that Seller is or would have been eligible to receive in the ISO-NE Forward Capacity Market or any replacement market for capacity in ISO-NE, without regard to whether the Facility has actually qualified as a Capacity Resource in the Forward Capacity Market or whether the Facility has received a Capacity Supply Obligation for the Capacity Commitment Period during which the applicable billing period occurred. If the Facility has not qualified as a Capacity Resource or received a Capacity Supply Obligation for the relevant Capacity Commitment Period, Buyer shall calculate the reduction due under this Section 3 assuming that the Facility had qualified as a Capacity Resource and received a Capacity Supply Obligation, based on information obtained from Seller and publicly available information from ISO-NE, which calculation shall be binding, absent manifest

error. Seller shall use commercially reasonable efforts to cooperate with Buyer in calculating this reduction.

4. Escalation of Price. The Bundled Price shall escalate by a factor of three and one-half percent (3.5%) on each Escalation Date. "**Escalation Date**" shall mean, initially, January 1, 2013 and each January 1 thereafter, provided, however, that if Seller elects (i) to extend the Commercial Operation Date pursuant to Section 3.1(b) of the Agreement, (ii) to extend the Services Term pursuant to Section 4.4(b) of the Agreement, or (iii) to extend the Services Term pursuant to Section 10.3 of the Agreement, then each Escalation Date occurring after Seller notifies Buyer in writing of its extension election shall be delayed by the period of that extension. All delays in the Escalation Date shall be cumulative (i.e., shall also take into account all prior extensions), such that the period of time between January 1 of a year and the Escalation Date corresponding to that year shall be equal to the total number of days of all extensions elected by Seller under Sections 3.1(b), 4.4(b) and 10.3 of the Agreement collectively. Notwithstanding any provision of the Agreement to the contrary, in no event will there be more than twenty (20) Escalation Dates during the Term.

If Seller elects to extend the Commercial Operation Date pursuant to Section 3.1(b) of the Agreement, then, prior to Commercial Operation, Seller shall deliver a certification in the form of Exhibit F setting forth the date of the commencement of the Services Term, which shall be the date of Commercial Operation.

If the Services Term is extended pursuant to Section 4.4(b) or Section 10.3 of the Agreement, Seller shall deliver a certification in the form of Exhibit F setting forth the total number of days of such extension and establishing the new annual Escalation Date and the start date and end date for each remaining Contract Year, going forward from the date such certification is delivered. Buyer shall approve such certification in its sole discretion, and any dispute regarding such certification shall be resolved in accordance with Section 11 of the Agreement.

## APPENDICES

Appendix X: Bundled Price per MWh

Appendix Y: Wind Outperformance Adjustment Credit

## **Appendix X**

### **Bundled Price per MWh**

1. **Definitions.** Unless otherwise defined in this Appendix X, capitalized terms used in this Appendix X have the meaning given such terms in the Agreement. For purposes of this Appendix X the following terms have the following meanings:
  - a. **“Base Amount”** shall mean Cost equal to \$205,403,512.
  - b. **“Bundled Price”** means the per MWh price set forth in the table below for the applicable range of Total Facility Cost, beginning in 2012 and subject to escalation on each Escalation Date pursuant to Exhibit E.

<b>Total Facility Costs (USD)</b>	<b>Savings (USD)</b>	<b>Bundled Price (USD)</b>
≥220,403,512	≥(15,000,000)	235.70
215,403,512	>(10,000,000)	235.70
210,403,512	>(5,000,000)	235.70
205,403,512	0	235.70
200,403,512	5,000,000	231.10
195,403,512	10,000,000	226.50
190,403,512	15,000,000	221.80
185,403,512	20,000,000	217.30
180,403,512	25,000,000	212.70
175,403,512	30,000,000	208.00
170,403,512	35,000,000	203.40
165,403,512	40,000,000	198.80
160,403,512	45,000,000	194.20
155,403,512	50,000,000	189.70

If the actual savings fall within the ranges set forth in the table above, then the Bundled Price shall be interpolated.

- c. **“Cost”** shall mean, in connection with the Facility (i) costs incurred in connection with development (including meteorology studies, geological and geophysical studies, preliminary design and engineering, permitting, transmission interconnection, and commercial and legal activities); (ii) costs incurred for Engineering, Procurement, and Construction (EPC) (including project management and inspection, detailed engineering and design, labor, supervision, tools, construction equipment, materials, components, supplies, transportation, services and subcontracts); (iii) costs incurred to re-perform defective work; (iv) costs to perform warranty work; (v) sales and use taxes on goods and equipment purchased in connection with the work; (vi) costs of insurance; (vii) Taxes or other fees; (viii) costs to interconnect to the Delivery Point; (ix) the costs of Financing

(including closing costs, legal and advisory fees, and interest accumulated in connection with construction); and (x) any capitalized costs of the Facility as determined in accordance with U.S. GAAP and the Internal Revenue Code, including all regulations promulgated thereto.

- d. **“Not-to-Exceed Price”** means US \$235.70/MWhr beginning in 2012 and subject to escalation on each Escalation Date pursuant to Exhibit E.
  - e. **“Total Facility Cost”** or **“TFC”** shall mean the total Costs of the Facility.
  - f. **“Verification Agent”** shall mean an independent third party retained by the Rhode Island Division of Public Utilities and Carriers to verify Seller’s certification of Total Facility Cost. If requested by the Rhode Island Division of Public Utilities and Carriers, Seller shall pay the reasonable costs of the Verification Agent in performing its functions under this Appendix X.
2. **Verification and Reconciliation.** Seller shall, within 90 days after Commercial Operation, or as soon thereafter as is practical, certify the Total Facility Cost, savings from the Base Amount and demonstration that all such savings have been reflected in the Bundled Price and shall provide such certification, together with reasonable supporting documentation, to the Verification Agent for verification. As soon as practical and in any event within thirty (30) days of receipt of Seller’s certification, the Verification Agent shall issue a draft report to Seller confirming Seller’s certification (the **“Draft TFC Report”**) or identifying any Costs, savings or calculation of the Bundled Price that the Verification Agent disputes. The Verification Agent may dispute a Cost based solely on one of the following reasons:
- a. Seller did not incur the Cost.
  - b. The Cost is not supported by documentation.
  - c. Arithmetic or summation errors.

Upon receipt of the Draft TFC Report, Seller and the Verification Agent shall promptly meet to resolve any discrepancies. Following resolution of any discrepancies, the Verification Agent shall issue a final report of the Total Facility Cost, savings from the Base Amount and the applicable Bundled Price (based on interpolation, if required) (the **“Final TFC Report”**) and shall deliver such Final TFC Report to the Rhode Island Division of Public Utilities and Carriers and Seller. Any dispute about the Final TFC Report shall be resolved in the courts of the State of Rhode Island, and Buyer shall have the right to intervene as a party in any such litigation.

Upon receipt of the Final TFC Report, the Rhode Island Division of Public Utilities and Carriers shall notify Buyer of the Total Facility Cost and the Bundled Price, and Buyer will thereafter pay Seller such Bundled Price.

Until such time as Seller has issued the Final TFC Report, Buyer will pay Seller the Not-to-Exceed Price.

Following the issuance of the Final TFC Report, Seller shall provide Buyer with a reconciliation of payments actually made to Seller and payments that would have been made to Seller had the Total Facility Cost as described in the Final TFC Report been established as of Commercial Operation. Any amount owed Seller or Buyer as a result of the reconciliation shall be paid to the other Party in accordance with the billing and payment terms of the Agreement, together with interest on such amount accruing at the Late Payment Rate.

## **Appendix Y**

### **Wind Outperformance Adjustment Credit**

1. The notice delivered under Section 3.3(b)(i) notifying Buyer that Commercial Operation has occurred shall set forth the nameplate generating capacity of the Facility (the "**Nameplate Capacity**").
2. Commencing after Commercial Operation, Seller shall establish and maintain records of the following accounts as of the end of each Contract Year:
  - (a) The Target Production Account, which shall set forth (i) for each Contract Year, an amount (the "**Annual Production Target**"), measured in MWh, equal to the product of (x) the Nameplate Capacity; (y) 8760 hours and (x) a target net capacity factor of 40%; and (ii) as of the end of each Contract Year, the cumulative aggregate of all Annual Production Targets during the Services Term, through such date (the "**Aggregate Production Target**"); and
  - (b) The Actual Production Account, which shall set forth (i) for each Contract Year, the quantity of Product, measured in MWh, Delivered to or Rejected by Seller (the "**Actual Annual Production**"); and (ii) as of the end of each Contract Year, the cumulative aggregate of all Actual Annual Production during the Services Term, through such date (the "**Aggregate Actual Production**").
3. If, as of the end of any Contract Year, the Aggregate Actual Production exceeds the Aggregate Production Target, as adjusted pursuant to the last sentence of this paragraph (the "**Production Surplus**"), then, Seller shall calculate the quantity of Product equal to 50% of such Production Surplus and shall credit such quantity (the "**Wind Outperformance Adjustment Credit**") to Buyer in the next billing cycle, without charge (carrying over any unused credit to subsequent billing cycles if necessary). The amount of any Production Surplus as of the end of any future Contract Year shall be adjusted by deducting the cumulative aggregate Production Surplus from all prior Contract Years (the "**Aggregate Prior Surplus**").
4. Notwithstanding the foregoing, Seller shall not have any obligation to credit any quantity of Product to Buyer, or to make any payment in respect of any surplus in the Aggregate Actual Production over the Aggregate Production Target as of the last Contract Year of the Services Term.

**EXAMPLE**

Nameplate Capacity: 28.8MW	TARGET PRODUCTION ACCOUNT (MWh)		ACTUAL PRODUCTION ACCOUNT (MWh)		SURPLUS	
	Contract Year	Annual Production Target	Aggregate Production Target	Actual Annual Production	Aggregate Actual Production	Aggregate Prior Surplus
	2012-2013	100915.2	100915.2	99000	99000	-1915.2
	2013-2014	100915.2	201830.4	98000	197000	-4830.4
	2014-2015	100915.2	302745.6	102000	299000	-3745.6
	2015-2016	100915.2	403660.8	112000	411000	7339.2
	2016-2017	100915.2	504576	103000	514000	7339.2
	2017-2018	100915.2	605491.2	102000	616000	9424
	2018-2019	100915.2	706406.4	100000	716000	10508.8
						-915.2

Explanation: In Contract Years 2012-2013 through 2014-2015, there is no Production Surplus and hence no credit is given in the subsequent Contract Year. In Contract Years 2015-2016 through 2017-2018, there is a Production Surplus of which 50% is credited to Buyer in the subsequent Contract Year. In Contract Year 2018-2019, there is no Production Surplus, and hence no credit is paid in Contract Year 2019-2020.



## EXHIBIT F<sup>1</sup>

### Form of Certification of Extension, New Escalation Date and New Contract Years

Deepwater Wind Block Island, LLC ("**Seller**") delivers this certification pursuant to Sections 1 of the Power Purchase Agreement dated as of June 30, 2010 (the "**Agreement**") between Seller and The Narragansett Electric Company, d/b/a National Grid ("**Buyer**") and Exhibit E to the Agreement. All capitalized terms not defined herein have the meanings given to them in the Agreement.

Seller certifies as follows:

1. Seller has elected to [extend the Commercial Operation Date pursuant to Section 3.1(b) of the Agreement] [extend the Services Term pursuant to Section 4.4(b) of the Agreement] [extend the Services Term pursuant to Section 10.3 of the Agreement], and the total period of such extension is [ ] days.
2. As a result of such extension and taking into account all prior extensions of the Commercial Operation Date and Services Term under the Agreement:
  - a. the Services Term [will begin on [ ] and] will end on [ ].
  - b. the Escalation Date from today until the earlier of the expiration of the Term or the election by Seller of another extension pursuant to Section 3.1(b) of the Agreement, Section 4.4(b) of the Agreement or Section 10.3 of the Agreement, shall be [ ] of each year.
  - c. each Contract Year from today until the earlier of the expiration of the Services Term or the election by Seller of another extension pursuant to Section 4.4(b) or Section 10.3 of the Agreement [will begin on [ ] of each calendar year and will end on [ ] of each calendar year, subject to further adjustments in accordance with Section 1 of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certification this [ ] day of [ ].

DEEPWATER WIND BLOCK ISLAND, LLC

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID

By: \_\_\_\_\_  
Name:  
Title:

<sup>1</sup> The language in this Exhibit will be revised appropriately if Buyer elects to extend the Services Term under Section 10.3 of the Agreement.

The Narragansett Electric Company  
d/b/a National Grid  
RIPUC Docket No. 4673  
In Re: Long-Term Contracting For Renewable Energy Recovery Factor  
For Effect January 1, 2017  
Responses to Division's First Set of Data Requests  
Issued on November 22, 2016

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Division 1-8

Request:

For each project/contract listed in Attachment 1, please identify which projects provide the Company with an option or the ability to acquire Capacity. Provide copies of relevant sections of the PPAs.

Response:

The Power Purchase Agreements (PPAs) for RI LFG Genco, Black Bear Orono B Hydro, and Deepwater Wind provide for a reduction of the purchase price for the payments that the project receives in the ISO New England Forward Capacity Market, or that it would have received if it qualified and received a Capacity Supply Obligation in the ISO New England Forward Capacity Market. Under the Standard Distributed Generation Power Purchase Agreements, the Company may qualify the project and participate in the Forward Capacity Market with respect to the project, provided that, for projects that qualify as "Small Distributed Generation Projects" (solar projects not larger than 500kW, wind projects not larger than 1.5 MW and other projects not larger than 1 MW), the Company must first consult with the Division of Public Utilities and Carriers before doing so.

Please see Attachment DIV-1-8 for the relevant pages from the above-referenced PPAs relating to Capacity:

<b>Unit</b>	<b>Attachment DIV 1-8 Page Number</b>
(1) RI LFG Genco Asset No. 40054	1
(8) Black Bear Orono B Hydro Asset No. 38083	5
(29) Deepwater Wind Asset No. 38495	10
Standard Distributed Generation Power Purchase Agreement - Facilities Greater than 500 kW	15
Standard Distributed Generation Power Purchase Agreement - Facilities 500 kW or Less	17

**POWER PURCHASE AGREEMENT**

**BETWEEN**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID,**  
**AS BUYER**

**AND**

**RHODE ISLAND LFG GENCO, LLC,**  
**AS SELLER**

**DATED**

**May 21, 2010**

tracking system or program that tracks, monetizes or otherwise creates or enhances value for Environmental Attributes, which compliance shall be at Seller's sole cost if such registration and compliance is requested in connection with Section 4.7(c) above and shall be at Buyer's sole cost in other instances.

(e) As soon as reasonably practicable after the initial Delivery of any Energy hereunder (including any Energy Delivered during any Test Period), taking into consideration the applicable GIS Operating Rules and ISO-NE Rules at the time, either (i) Seller shall cause Buyer to be registered in the GIS as the initial owner of all Certificates to be Delivered hereunder to Buyer or (ii) Seller and Buyer shall effect an irrevocable forward transfer of the Certificates to be Delivered hereunder to Buyer in the GIS. In the event any Certificates associated with the RECs to be delivered to Buyer under this Agreement are not actually deposited in Buyer's GIS account (or in a GIS account designated by Buyer to Seller in writing) on the date such Certificates are created in the GIS, Buyer shall notify Seller accordingly in writing and Seller shall, within ten (10) Business Days of receipt of such notice, credit Buyer with the value of the RECs associated with those Certificates, calculated in accordance with Section 2 of Exhibit E. Notwithstanding the foregoing or any other provision of this Agreement (including without limitation Exhibit E) to the contrary, Buyer shall withhold from any payment due to Seller under Section 5.2 after either (x) the date that is seven (7) months prior to the end of the Services Term or (y) the date on which Buyer has exercised a right to terminate this Agreement prior to the expiration of the Services Term an amount equal to the value of the RECs (calculated in accordance with Section 2 of Exhibit E) that would otherwise be included in that payment, and such withheld amount shall be paid to Seller within fifteen (15) days after the Certificates associated with those RECs have been deposited in Buyer's GIS account (or in a GIS account designated by Buyer to Seller in writing).

#### 4.8 Capacity.

(a) Seller's Delivery of Capacity and Buyer's purchase of Capacity under the Agreement shall be solely through financial settlement pursuant to Exhibit E. Buyer shall neither take title to any Capacity nor be responsible for any actions or conditions in the Forward Capacity Market with respect to such Capacity. Subject to all other terms of this Agreement, the actions of Seller in the Forward Capacity Market, as set forth in this Section 4.8, are for the economic benefit of Buyer, as set forth in Exhibit E.

(b) Two hundred seventy (270) days prior to the bid due date for any Forward Capacity Auctions for Capacity Commitment Periods that are to occur during the Services Term, Seller shall provide a proposal as to the amount of Capacity it will bid in such Forward Capacity Auction to the Buyer for Buyer's consideration. Buyer shall have forty-five (45) days after Buyer's receipt of such proposal to provide written comments to Seller. In the event that Buyer does not provide written comments to Seller within such forty-five (45) day period, Buyer shall be deemed to have accepted such proposal as submitted and Seller shall bid that amount of Capacity in such Forward Capacity Auction. In the event that Buyer provides written comments to Seller within the forty-five (45) day period provided, for a period of forty-five (45) days after receipt of Buyer comments, the Parties shall negotiate in good faith to establish the parameters of a mutually acceptable bid into such Forward Capacity Auction. The

goal of the proposal shall be for the Facility to participate in the Forward Capacity Auctions as a New Capacity Resource or an Existing Capacity Resource (as applicable) at a level consistent with the expected Capacity during the Capacity Commitment Period to which such Forward Capacity Auction applies. Notwithstanding the foregoing, Buyer shall bid into each Forward Capacity Auction at least 90% of the Seasonal Claimed Capacity, adjusted to reflect reasonable projections of the landfill gas supply available for the Facility and other factors that could reasonably be expected to impact the output of the Facility. Seller and Buyer shall conduct this process for every Capacity Commitment Period in the Forward Capacity Market covered by the Services Term.

(c) Seller shall retain the ability to take such actions as are appropriate to manage Capacity Commitments through Internal Bilateral Transactions and participation in reconfiguration auctions; provided, however, that such actions shall not affect the adjustment to the Bundled Price for Capacity set forth in Exhibit E hereto.

(d) Subject to the ISO-NE Rules relating to confidentiality of information provided by ISO-NE, Seller shall submit copies of all bidding documentation Seller provides to ISO-NE to Buyer to demonstrate compliance with the bidding requirements under this Section 4.8.

(e) During the Services Term, Seller shall be responsible for all performance requirements mandated by the ISO-NE Rules and ISO-NE Practices, including performance requirements (and payment of penalties, if any, but not to include any reductions in Capacity payments resulting from Peak Energy Rents) associated with the Forward Capacity Market.

(f) Any failure of Seller to perform its obligations under this Section 4.8 shall not be a Default or Event of Default; provided that the Price paid by Buyer for the Products shall at all times be adjusted as set forth in Section 3 of Exhibit E without regard to whether Seller has performed its obligations under this Section 4.8 or whether the Facility's Capacity has qualified or cleared in the Forward Capacity Market at any time.

4.9 Deliveries During Test Period. During the period prior to the Commercial Operation Date (the "**Test Period**"), Seller shall sell and Deliver, and Buyer shall purchase and receive, Energy and RECs produced by the Facility and Delivered. Notwithstanding the provisions of Section 5.1, (i) payment for all Energy produced and Delivered during the Test Period shall be equal to the product of (x) the MWh of Energy Delivered from the Facility, and (y) the Real Time Locational Marginal Price at the Delivery Point (as determined by ISO-NE) for each hour of the month when Energy is produced by the Facility, and (ii) payment for the RECs produced by the Facility and Delivered during that Test Period shall be equal to the product of (A) the Test REC Price and (B) the MWh of Energy Delivered from the Facility. In no event shall the Test Period extend beyond six months, except due to Force Majeure.

## EXHIBIT E

### PRODUCTS AND PRICING

1. Payment. Buyer shall, in accordance with the terms of the Agreement and this Exhibit E, with respect to any month after the Commercial Operation Date, pay to Seller, in immediately available funds, for each MWh of Products Delivered by Seller during such month, the Bundled Price per MWh set forth on Appendix X hereof with respect to the applicable calendar year in which such month occurs (as adjusted pursuant to the applicable provisions of this Exhibit E).

2. Allocation of MWh Price. The Bundled Price per MWh for each billing period shall be allocated between Energy and RECs as follows:

RECs = The RECs futures settlement price as published by the Chicago Climate Futures Exchange for the applicable billing period (the "CCFE Index Price"). In the event that the CCFE Index Price is no longer published, the Parties shall in good faith undertake commercially reasonable efforts to agree on a substitute index that reflects the market value of the RECs. Should such a substitute index not be available or if the Parties are unable to agree upon such a substitute index, the RECs will be valued at the "Alternative Compliance Payment Rate" for the Renewable Energy Standard published by the PUC for the applicable billing period.

Energy = The \$/MWh price of Energy for the applicable month shall be equal to the Bundled Price per MWh less the RECs allocation determined under this Section 2 for the applicable billing period and the \$/MWh equivalent of the adjustment for Forward Capacity Market payments as set forth in Section 3 for that billing period.

3. Adjustment to Bundled Price for Forward Capacity Market Payments. The Bundled Price per MWh listed above, as adjusted or escalated pursuant to Section 5.1(b) and this Exhibit E, shall be reduced on a monthly basis by any payments received by or credited to Seller for Buyer's purchase of the Capacity attributable to the Facility and sold by Seller in the Forward Capacity Market in the applicable month, which reduction shall (i) not be reduced for any penalties incurred by Seller in the Forward Capacity Market, and (ii) be reduced by Peak Energy Rent reductions imposed by ISO-NE up to, but not in excess of, the full amount of such payments received by or credited to Seller for Capacity in the Forward Capacity Market in the applicable month. If the Facility has not qualified as a Capacity Resource or received a Capacity Supply Obligation for the relevant Capacity Commitment Period, Buyer shall calculate the reduction due under this Section 3 assuming that the Facility had qualified as a Capacity Resource and received a Capacity Supply Obligation in the minimum amount described in Section 4.8, based on information obtained from Seller and publicly available information from ISO-NE, which calculation shall be binding, absent manifest error. Seller shall use commercially reasonable efforts to cooperate with Buyer in calculating this reduction.

EXECUTION VERSION

**POWER PURCHASE AGREEMENT**

**BETWEEN**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID,  
AS BUYER**

**AND**

**BLACK BEAR DEVELOPMENT HOLDINGS, LLC  
AS SELLER**

**As of February 17, 2012**

4.8 Capacity.

(a) Seller's Delivery of Capacity and Buyer's purchase of Capacity under the Agreement shall be solely through financial settlement pursuant to Exhibit E. Buyer shall neither take title to any Capacity nor be responsible for any actions or conditions in the Forward Capacity Market with respect to such Capacity. Subject to all other terms of this Agreement, the actions of Seller in the Forward Capacity Market, as set forth in this Section 4.8, are for the economic benefit of Buyer, as set forth in Exhibit E.

(b) Beginning with the Forward Capacity Auction for the Capacity Commitment Period beginning on June 1 of the third (3<sup>rd</sup>) Contract Year, Seller shall take commercially reasonable actions necessary to secure Capacity Supply Obligations for the Facility, including but not limited to qualifying the Facility for participation in the Forward Capacity Auctions (or reconfiguration auctions) as a New Capacity Resource or an Existing Capacity Resource (as applicable) with the maximum Seasonal Claimed Capability available for the Facility and shall participate in every Capacity Commitment Period in the Forward Capacity Market covered by the Services Term. Seller shall use commercially reasonable efforts to complete, or make utilization of, all Network Upgrades required to permit the Facility's Capacity to be recognized as a Capacity Resource that is qualified for the Forward Capacity Auction for the Capacity Commitment Period beginning on June 1 of the third (3<sup>rd</sup>) Contract Year and in each Forward Capacity Auction thereafter in accordance with the terms of this Section 4.8.

(c) Seller shall take commercially reasonable actions to bid in the Facility's Capacity (i) to clear in the Forward Capacity Auction, (ii) to secure a Capacity Supply Obligation equivalent to the Seasonal Claimed Capability of the Facility and (iii) to avoid being de-listed from the Forward Capacity Market, unless otherwise approved by Buyer in its sole discretion. Such approval shall be sought by Seller by requesting approval in writing from Buyer at least one-hundred and twenty (120) days in advance of the qualification deadline for the Forward Capacity Auction in which Seller wishes to submit a static or permanent de-list bid, or at least one-hundred and twenty (120) days in advance of the start of the Forward Capacity Auction in which Seller wishes to submit a dynamic de-list bid.

(d) Subject to the ISO-NE Rules relating to confidentiality of information provided by ISO-NE, Seller shall submit copies of all bidding documentation Seller provides to ISO-NE to Buyer to demonstrate compliance with the bidding requirements under this Section 4.8.

(e) During the Services Term, Seller shall be responsible for all performance requirements mandated by the ISO-NE Rules and ISO-NE Practices, including performance requirements (and payment of penalties, if any, other than Peak Energy Rents) associated with the Forward Capacity Market.

(f) Any failure of Seller to perform its obligations under this Section 4.8 shall not be a Default or Event of Default; provided that the Bundled Price paid by Buyer for the Products shall at all times be adjusted as set forth in Section 4 of Exhibit E without regard to



whether Seller has performed its obligations under this Section 4.8 or whether the Facility's Capacity has qualified or cleared in the Forward Capacity Market at any time. The parties acknowledge that, notwithstanding Section 4.8(b), the adjustment to the Bundled Price under Section 4 of Exhibit E commences in the fourth (4<sup>th</sup>) Contract Year.

## 5. PRICE AND PAYMENTS FOR PRODUCTS

### 5.1 Price for Products.

(a) All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified in Exhibit E and in accordance with this Section 5.1. Other than the (i) payment for the Products under this Section 5.1, (ii) payments related to Meter testing under Section 4.6(b), (iii) payments related to Meter malfunctions under Section 4.6(e), (iv) payment of any Resale Damages under Section 4.4, (v) payment of interest on late payments under Section 5.3, (vi) payments for reimbursement of Buyer's Taxes under Section 5.4(a), (vii) return of any Credit Support under Section 6.4 or Section 6.5, and (viii) payment of any Termination Payment due from Buyer under Section 9.3, Buyer shall not be required to make any other payments to Seller under this Agreement, and Seller shall be solely responsible for all costs incurred by it in connection with the performance of its obligations under this Agreement.

(b) Escalation of Price. Consistent with Exhibit E and subject to Section 2.2(e), the Bundled Price shall escalate by the Escalation Rate on each Escalation Date. For purposes of this Agreement, the "**Escalation Date**" shall initially be the first January 1 following the Commercial Operation Date and each January 1 thereafter; provided, however, that if the Commercial Operation Date is extended pursuant to Section 3.1(c), Section 8.3(a) or Section 10.1, then each Escalation Date occurring after such extension shall be delayed by the period of that extension. All delays in the Escalation Date occurring under this Section 5.1(b) shall be cumulative (i.e., shall also take into account all prior extensions), such that the period of time between January 1 of a year and the Escalation Date corresponding to that year shall be equal to the total number of days of all extensions under Section 3.1(c), Section 8.3(a) and Section 10.1. Notwithstanding any provision of this Agreement to the contrary, in no event shall there be (x) more than fourteen (14) Escalation Dates after the Commercial Operation Date. Upon any extension of the Commercial Operation Date, Seller shall deliver a certification in the form of Exhibit F setting forth the total number of days of such extension and establishing the new annual Escalation Date. Buyer shall approve such certification in its sole discretion, and any dispute regarding such certification shall be resolved in accordance with Article 11.

### 5.2 Payment and Netting.

(a) Billing Period. The calendar month shall be the standard period for all payments under this Agreement. On or before the fifteenth (15<sup>th</sup>) day following the end of each month, Seller shall render to Buyer an invoice for the payment obligations incurred hereunder during the preceding month, and based on the Energy Delivered in the preceding month. Such invoice shall contain supporting detail for all charges reflected on the invoice, and

## EXHIBIT E

### PRODUCTS AND PRICING

1. Payment. Buyer shall, in accordance with the terms of the Agreement and this Exhibit E, with respect to any month after the Commercial Operation Date, pay to Seller, in immediately available funds, for each MWh of Products Delivered by Seller during such month, the Bundled Price per MWh set forth on Appendix X hereof with respect to the applicable calendar year in which such month occurs (as adjusted pursuant to the applicable provisions of this Exhibit E).

2. Allocation of MWh Price. The Bundled Price per MWh for each billing period shall be allocated between Energy and RECs as follows:

RECs = The RECs futures settlement price as published by the Chicago Climate Futures Exchange for the applicable billing period (the "CCFE Index Price"). In the event that the CCFE Index Price is no longer published, the Parties shall in good faith undertake commercially reasonable efforts to agree on a substitute index that reflects the market value of the RECs. Should such a substitute index not be available or if the Parties are unable to agree upon such a substitute index, the RECs will be valued at the "Alternative Compliance Payment Rate" for the Renewable Energy Standard published by the PUC for the applicable billing period.

Energy = The \$/MWh price of Energy for the applicable month shall be equal to the Bundled Price per MWh less the RECs allocation determined under this Section 2 for the applicable billing period and the \$/MWh equivalent of the adjustment for Forward Capacity Market payments as set forth in Section 3 for that billing period.

3. Adjustment to Bundled Price for Zonal Price Separation. The Bundled Price per MWh paid for Products delivered in each calendar month shall be reduced by the sum of the Zonal Price Separations for each hour in that calendar month; provided, however, that to the extent that such sum of the Zonal Price Separations in any calendar month is less than \$0, no adjustment will be made to the Bundled Price for Zonal Price Separation for that calendar month.

4. Adjustment to Bundled Price for Forward Capacity Market Payments. The Bundled Price per MWh listed above, as adjusted or escalated pursuant to Section 5.1(b) and this Exhibit E, shall be reduced on a monthly basis by any payments received by or credited to Seller for Contract Capacity attributable to the Facility sold by Seller in the Forward Capacity Market in the applicable month, which reduction shall not be reduced for any penalties incurred by Seller in the Forward Capacity Market (other than Peak Energy Rents). Beginning on June 1 of the fourth (4<sup>th</sup>) Contract Year, if the Facility has not qualified as a Capacity Resource with the

Seasonal Claimed Capability equivalent to the Contract Capacity or received a Capacity Supply Obligation for the relevant Capacity Commitment Period, Buyer shall calculate the reduction due under this Section 4 assuming that the Facility had qualified as a Capacity Resource with the Seasonal Claimed Capability for the Facility equivalent to the Contract Capacity and received a Capacity Supply Obligation, based on information obtained from Seller and publicly available information from ISO-NE, which calculation shall be binding, absent manifest error. Seller shall use commercially reasonable efforts to cooperate with Buyer in calculating this reduction.

## APPENDIX

### Appendix X: Bundled Price per MWh

**POWER PURCHASE AGREEMENT**  
**BETWEEN**  
**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID**  
**AND**  
**DEEPWATER WIND BLOCK ISLAND, LLC**

**As of June 30, 2010**

As reasonably requested by Buyer, Seller shall also submit to Buyer any information required by Rhode Island, Massachusetts and New Hampshire (including without limitation the PUC and the analogous Governmental Entities in Massachusetts and New Hampshire) with regard to the administration of that state's rules regarding its Renewable Energy Standard or any renewable energy standard in Massachusetts and New Hampshire. As reasonably requested by Buyer and at Buyer's expense, Seller shall also submit to Buyer any information required by any other state or federal agency with regard to administration of its rules regarding its renewable energy standard.

(d) Seller shall comply in all material respects with all GIS Operating Rules relating to the creation and transfer of all RECs to be purchased by Buyer under this Agreement. In addition, at Buyer's request, Seller shall register with and comply with the rules and requirements of any other tracking system or program that tracks, monetizes or otherwise creates or enhances value for Environmental Attributes, which registration and compliance will be at Seller's sole cost if such registration and compliance is requested with respect to Rhode Island's, New Hampshire's or Massachusetts' rules and requirements regarding Environmental Attributes and will be at Buyer's sole cost in all other jurisdictions.

(e) Prior to the Delivery of any Energy hereunder: (i) Seller shall cause Buyer to be registered as the initial owner of all Certificates associated with the RECs; or (ii) Seller and Buyer shall effect an irrevocable forward transfer of the Certificates associated with the RECs to be delivered hereunder to Buyer. In the event any Certificates associated with the RECs to be delivered to Buyer under this Agreement are not actually deposited in Buyer's GIS account (or in a GIS account designated by Buyer to Seller in writing) on the date such Certificates are created in the GIS, Buyer shall notify Seller accordingly in writing and Seller shall, within ten (10) business days of receipt of such notice, credit Buyer with the value of the RECs associated with those Certificates, calculated in accordance with Section 2 of Exhibit E. Notwithstanding the foregoing or any other provision of this Agreement (including without limitation Exhibit E) to the contrary, Buyer shall withhold from any payment due to Seller under Section 5.2 after either (x) the date that is seven (7) months prior to the end of the Services Term or (y) the date on which Buyer has exercised a right to terminate this Agreement prior to the expiration of the Services Term an amount equal to the value of the RECs (calculated in accordance with Section 2 of Exhibit E) that would otherwise be included in that payment, and such withheld amount shall be paid to Seller within fifteen (15) days after the Certificates associated with those RECs have been deposited in Buyer's GIS account (or in a GIS account designated by Buyer to Seller in writing).

#### 4.10 Capacity.

(a) Buyer's purchase of Capacity under this Agreement shall be solely through financial settlement involving the payment of the Price and adjustment for the Capacity Clearing Price as set forth in Exhibit E. Buyer shall neither take title to any Capacity nor be responsible for any actions or conditions in the Forward Capacity Market with respect to such Capacity. Seller may qualify and sell any Capacity in the Forward Capacity Market.

(b) Following Commercial Operation, Seller or its designated agent shall take all actions necessary to qualify the Facility for participation in future Forward Capacity Auctions (or reconfiguration auctions) as a Capacity Resource (provided, however, that the failure of ISO-NE to accept the qualification shall not be an Event of Default hereunder, but the Price shall be adjusted as described in Part 3 of Exhibit E regardless of whether ISO-NE accepts that qualification).

4.11 Title to Products. Seller will have good and marketable title to all Products sold and delivered to Buyer under this Agreement, free and clear of all liens, charges and encumbrances other than Permitted Liens.

## 5. PRICE AND PAYMENTS FOR PRODUCTS

5.1 Price for Products. Buyer shall pay to Seller, in immediately available funds, the Price set forth in Exhibit E for all Products delivered to Buyer in accordance with this Agreement, as adjusted by the Wind Outperformance Adjustment Credit described therein. Other than (i) the payments set forth in Exhibit E, (ii) payments for Products sold to Buyer prior to Commercial Operation under Section 4.1(b), (iii) expenses associated with the inspection and testing of the Meters under Section 4.7, (iv) expenses associated with qualification of the Energy under the renewable energy standard of any jurisdiction other than Rhode Island, Massachusetts and New Hampshire under Section 4.9, (v) late payment charges described in Section 5.3, (vi) Buyer's obligations under Section 5.4, (vii) release or reimbursement of any Security described in Article 6, (viii) Termination Payments due under Section 9.3, and (ix) any payment required with respect to Buyer's indemnification obligations under Section 13.1, Buyer shall not be required to make any other payments to Seller under this Agreement.

### 5.2 Payment.

(a) Billing Period. The calendar month shall be the standard period for all payments under this Agreement. On or before the fifteenth (15th) day following the end of each month, Seller shall render to Buyer an invoice for the payment obligations incurred hereunder during the preceding month, based on Energy Delivered in the preceding month. Such invoice shall contain supporting detail for all charges reflected on the invoice, and Seller shall provide Buyer with additional supporting documentation and information as Buyer may request. If requested by Seller, Buyer shall make all payments due under this Agreement by electronic funds transfers to the account specified by Seller, and Seller shall provide to Buyer the necessary funds transfer instructions.

(b) Timeliness of Payment. All undisputed invoices under this Agreement shall be due and payable in accordance with each Party's invoice instructions on or before fifteen (15) days from receipt of the applicable invoice. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date will be deemed delinquent and shall accrue interest at the Late Payment Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

**EXHIBIT E**  
**PRICING AND PAYMENTS**

1. Payment. Buyer shall, in accordance with the terms of the Agreement and this Exhibit E, with respect to any month, pay to Seller, in immediately available funds, for each MWh Delivered by Seller during such month, the Bundled Price per MWh set forth on Appendix X hereof with respect to the applicable calendar year in which such month occurs (as adjusted pursuant to the applicable provisions of this Exhibit E). In addition, Seller shall, if applicable, provide Buyer with the credit set forth on Appendix Y (the “Wind Outperformance Adjustment Credit”).
2. Allocation of MWh Price. The Bundled Price per MWh for each billing period shall be allocated between Energy and RECs as follows:
  - RECs       =   The Massachusetts Class 1 Compliance RECs futures settlement price as published by the Chicago Climate Futures Exchange for the applicable billing period (the “CCFE Index Price”). In the event that the CCFE Index Price is no longer published, the Parties shall in good faith undertake commercially reasonable efforts to agree on a substitute index that reflects the market value of RECs for RPS Class I Renewable Generation Units. Should such a substitute index not be available or if the Parties are unable to agree upon such a substitute index, the RECs will be valued at the “Alternative Compliance Payment Rate” for the RPS published by the PUC for the applicable billing period.
  - Energy       =   The \$/MWh price of Energy for the applicable month shall be equal to the Bundled Price per MWh less the RECs allocation determined under this Section 2 for the applicable billing period and the \$/MWh equivalent of the adjustment for Forward Capacity Market payments as set forth in Section 3 for that billing period.
3. Adjustment to Bundled Price for Forward Capacity Market Payments. Beginning in the fourth Contract Year, each monthly payment due to Seller under this Exhibit E will be reduced by the amount that Seller is or would have been eligible to receive in the ISO-NE Forward Capacity Market or any replacement market for capacity in ISO-NE, without regard to whether the Facility has actually qualified as a Capacity Resource in the Forward Capacity Market or whether the Facility has received a Capacity Supply Obligation for the Capacity Commitment Period during which the applicable billing period occurred. If the Facility has not qualified as a Capacity Resource or received a Capacity Supply Obligation for the relevant Capacity Commitment Period, Buyer shall calculate the reduction due under this Section 3 assuming that the Facility had qualified as a Capacity Resource and received a Capacity Supply Obligation, based on information obtained from Seller and publicly available information from ISO-NE, which calculation shall be binding, absent manifest

error. Seller shall use commercially reasonable efforts to cooperate with Buyer in calculating this reduction.

4. Escalation of Price. The Bundled Price shall escalate by a factor of three and one-half percent (3.5%) on each Escalation Date. "Escalation Date" shall mean, initially, January 1, 2013 and each January 1 thereafter, provided, however, that if Seller elects (i) to extend the Commercial Operation Date pursuant to Section 3.1(b) of the Agreement, (ii) to extend the Services Term pursuant to Section 4.4(b) of the Agreement, or (iii) to extend the Services Term pursuant to Section 10.3 of the Agreement, then each Escalation Date occurring after Seller notifies Buyer in writing of its extension election shall be delayed by the period of that extension. All delays in the Escalation Date shall be cumulative (i.e., shall also take into account all prior extensions), such that the period of time between January 1 of a year and the Escalation Date corresponding to that year shall be equal to the total number of days of all extensions elected by Seller under Sections 3.1(b), 4.4(b) and 10.3 of the Agreement collectively. Notwithstanding any provision of the Agreement to the contrary, in no event will there be more than twenty (20) Escalation Dates during the Term.

If Seller elects to extend the Commercial Operation Date pursuant to Section 3.1(b) of the Agreement, then, prior to Commercial Operation, Seller shall deliver a certification in the form of Exhibit F setting forth the date of the commencement of the Services Term, which shall be the date of Commercial Operation.

If the Services Term is extended pursuant to Section 4.4(b) or Section 10.3 of the Agreement, Seller shall deliver a certification in the form of Exhibit F setting forth the total number of days of such extension and establishing the new annual Escalation Date and the start date and end date for each remaining Contract Year, going forward from the date such certification is delivered. Buyer shall approve such certification in its sole discretion, and any dispute regarding such certification shall be resolved in accordance with Section 11 of the Agreement.



**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF GREATER THAN 500 KW)**

**BETWEEN**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID,  
AS BUYER**

**AND**

**THE SELLER IDENTIFIED HEREIN**

payment due to Seller under Section 5.2 after either (x) the date that is seven (7) months prior to the end of the Services Term or (y) the date on which Buyer has exercised a right to terminate this Agreement prior to the expiration of the Services Term an amount equal to the value of the RECs (calculated in accordance with Section 2 of Exhibit B) that would otherwise be included in that payment, and such withheld amount shall be paid to Seller within fifteen (15) days after the Certificates associated with those RECs have been deposited in Buyer's GIS account (or in a GIS account designated by Buyer to Seller in writing).

(g) In the case of a Net Metered Facility, Seller shall be responsible for assuring that Buyer's NEPOOL GIS Account accurately reflects any adjustments for Energy delivered to the Interconnection Point, but utilized for net metering credits in the monthly settlement for the net metering customer(s) (as defined in R.I.G.L. § 39-26.2-2) for that Net Metered Facility. Buyer will use commercially reasonable efforts to cooperate with Seller to effect such adjustments.

#### 4.8 Capacity.

(a) If the Facility is a Large Distributed Generation Facility, Buyer will be the "Project Sponsor" for the Facility under the ISO-NE Rules, and Buyer may, but shall not be required to, qualify the Facility as an Existing Capacity Resource in the Forward Capacity Market after the Commercial Operation Date and participate in every Capacity Commitment Period in the Forward Capacity Market with respect to the Facility. In such case, the following shall apply:

(i) Buyer shall communicate to Seller the general information that Buyer will require to qualify the Facility as an Existing Capacity Resource in the ISO-NE Forward Capacity Market in advance of the beginning of the relevant qualification period.

(ii) For the initial submission by Buyer with respect to the Facility, Buyer will provide Seller with the data requirements for qualifying the Facility as an Existing Capacity Resource in the Forward Capacity Market, and Seller shall provide such requested data within five (5) Business Days of that request. Seller will provide any data subsequently requested by Buyer within two (2) Business Day of that subsequent request by Buyer.

(iii) Without limiting the generality of the foregoing, Seller shall take commercially reasonable actions (including providing Buyer with reasonably requested data and information) necessary in order for Buyer (i) to qualify the Facility in the Forward Capacity Market, (ii) to clear the Facility in each Forward Capacity Auction after the Commercial Operation Date with the maximum Seasonal Claimed Capability available for the Facility, (iii) to secure a Capacity Supply Obligation for the

Facility in each Forward Capacity Auction after the Commercial Operation Date and (iv) to avoid the Facility being de-listed from the Forward Capacity Market, consistent with this Section 4.8.

(b) If the Facility is a Small Distributed Generation Facility, Buyer may, in its sole discretion and after consultation with the Rhode Island Division of Public Utilities and Carriers and the Board, elect to require Seller to comply with the requirements of Section 4.8(a) with respect to the Facility.

(c) To the extent that any payment is made with respect to the Facility in the ISO-NE Forward Capacity Market, such payment shall be due solely to Buyer, and Seller shall have no rights or claims with respect to such payment.

(d) Any failure of Seller to perform its obligations under this Section 4.8 shall not be a Default or Event of Default; provided that the Bundled Price paid by Buyer for the Products shall at all times while such failure is continuing be reduced by the product of the Forward Capacity Market clearing price in dollars per kW-month times the following conversion factor:

$$\frac{(12 \text{ months/year}) \times (1000\text{kW/MW})}{8760 \text{ hours/year}}$$

which reduction shall be reasonably calculated by Buyer. Such reduction shall be in effect beginning with the first capability period following Seller's failure to perform its obligations under the Section 4.8 and shall continue until the beginning of the capability period immediately following Seller's compliance with this Section 4.8.

4.9 Deliveries During Test Period. During the period from the first Delivery of Energy produced by the Facility to the Delivery Point until the Commercial Operation Date (the "Test Period"), Seller shall sell and Deliver, and Buyer shall purchase and receive, any Energy produced by the Facility and Delivered. Completion of all requirements in Section 3.3(b) necessary to accomplish Delivery shall be complete. Notwithstanding the provisions of Section 5.1, payment for Energy produced and Delivered during the Test Period shall be equal to the product of (x) the MWh of Energy Delivered from the Facility to the Delivery Point and (y) the Real Time Locational Marginal Price at such Delivery Point (as determined by ISO-NE) for each hour of the month when Energy is produced by the Facility. The Test Period shall not exceed two months.

## 5. PRICE AND PAYMENTS FOR PRODUCTS

### 5.1 Price for Products.

(a) All Products Delivered to Buyer in accordance with this Agreement shall be purchased by

**POWER PURCHASE AGREEMENT  
(TO BE USED ONLY FOR FACILITIES WITH A  
NAMEPLATE CAPACITY OF 500 KW OR LESS)**

**BETWEEN**

**THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID,  
AS BUYER**

**AND**

**THE SELLER IDENTIFIED HEREIN**

*(filed with RIPUC 2-1-12; rev. 3-13-12)*

#### 4.8 Capacity.

(a) Buyer may, in its sole discretion after consultation with the Rhode Island Division of Public Utilities and Carriers and the Board, elect to be the "Project Sponsor" for the Facility under the ISO-NE Rules, and may, but shall not be required to, qualify the Facility as an Existing Capacity Resource in the Forward Capacity Market after the Commercial Operation Date and participate in every Capacity Commitment Period in the Forward Capacity Market with respect to the Facility. In such case, the following shall apply:

(i) Buyer shall communicate to Seller the general information that Buyer will require to qualify the Facility as an Existing Capacity Resource in the ISO-NE Forward Capacity Market in advance of the beginning of the relevant qualification period.

(ii) For the initial submission by Buyer with respect to the Facility, Buyer will provide Seller with the data requirements for qualifying the Facility as an Existing Capacity Resource in the Forward Capacity Market, and Seller shall provide such requested data within five (5) Business Days of that request. Seller will provide any data subsequently requested by Buyer within two (2) Business Day of that subsequent request by Buyer.

(iii) Without limiting the generality of the foregoing, Seller shall take commercially reasonable actions (including providing Buyer with reasonably requested data and information) necessary in order for Buyer (i) to qualify the Facility in the Forward Capacity Market, (ii) to clear the Facility in each Forward Capacity Auction after the Commercial Operation Date with the maximum Seasonal Claimed Capacity available for the Facility, (iii) to secure a Capacity Supply Obligation for the Facility in each Forward Capacity Auction after the Commercial Operation Date and (iv) to avoid the Facility being de-listed from the Forward Capacity Market, consistent with this Section 4.8.

(b) To the extent that any payment is made with respect to the Facility in the ISO-NE Forward Capacity Market, such payment shall be due solely to Buyer, and Seller shall have no rights or claims with respect to such payment.

(c) Any failure of Seller to perform its obligations under this Section 4.8 shall not be a Default or Event of Default; provided that the Bundled Price paid by Buyer for the Products shall at all times while such failure is continuing be reduced by the product of the Forward Capacity Market clearing price in dollars per kW-month times the following conversion factor:

$$\frac{(12 \text{ months/year}) \times (1000 \text{ kW/MW})}{8760 \text{ hours/year}}$$

which reduction shall be reasonably calculated by Buyer. Such reduction shall be in effect beginning with the first

capability period following Seller's failure to perform its obligations under this Section 4.8 and shall continue until the beginning of the capability period immediately following Seller's compliance with this Section 4.8.

#### 5. **PRICE AND PAYMENTS FOR PRODUCTS**

5.1 Price for Products. All Products Delivered to Buyer in accordance with this Agreement shall be purchased by Buyer at the Price specified on the Cover Sheet hereto and in accordance with this Section 5.

##### 5.2 Payment and Netting.

(a) Billing Period. The calendar month shall be the standard period for all payments under this Agreement. On or before the fifteenth (15th) day following the end of each month, Seller shall render to Buyer an invoice for the payment obligations incurred hereunder during the preceding month, and based on the Energy Delivered in the preceding month. Such invoice shall contain supporting detail for all charges reflected on the invoice, and Seller shall provide Buyer with additional supporting documentation and information as Buyer may reasonably request. Should an alternative to rendering an invoice become available, such alternative meeting all of Buyer's business requirements, this alternative may be implemented at Buyer's sole discretion.

(b) Timeliness of Payment. Unless otherwise agreed to by the Parties, all invoices under this Agreement shall be due and payable in accordance with each Party's invoice instructions on or before the later of the twentieth (20th) day of each month, or the tenth (10th) day after receipt of the invoice, or if such day is not a Business Day, then on the next Business Day. Each Party shall make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date shall be deemed delinquent and shall accrue interest at the Late Payment Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

##### (c) Disputes and Adjustments of Invoices.

(i) All invoices rendered under this Agreement shall be subject to adjustment after the end of each month in order to true-up charges based on changes resulting from any recent ISO-NE billing statements or revisions, if any, to previous ISO-NE billing statements. If ISO-NE resettles any invoice which relates to the Products sold under this Agreement and (a) any charges thereunder are the responsibility of the other Party under this Agreement or (b) any credits issued thereunder would be due to the other Party under this Agreement, then the Party receiving the invoice from ISO-NE shall in the case of (a) above invoice the other Party or in the case of (b) above pay the amount due to the other Party. Any invoices issued or amounts due pursuant to this section shall be invoiced or paid as provided in Section 5.2.

The Narragansett Electric Company  
d/b/a National Grid  
RIPUC Docket No. 4673  
In Re: Long-Term Contracting For Renewable Energy Recovery Factor  
For Effect January 1, 2017  
Responses to Division's First Set of Data Requests  
Issued on November 22, 2016

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Division 1-12

Request:

Please provide the basis for the expected commercial operation date of “before January 2017” for the Deepwater Wind Project. In the response, please provide a status update of the cable from the mainland and other associated requirements (Substations) to allow for the bi-directional flow of power to and from the mainland and Block Island.

Response:

National Grid's cable between the mainland Rhode Island and the Town of New Shoreham (Block Island) was energized on October 31, 2016, and the cable is now capable of bi-directional power flows. Deepwater Wind is in the final stages of testing and commissioning the wind farm facilities and coordinating with ISO New England in anticipation of entering commercial operation by the end of the calendar year. Therefore, in the Company's filing, we anticipated that the wind farm will be commercially operational before January 1, 2017, the date on which the proposed LTCRER factor would take effect. However, even if commercial operation should occur later than January 1, 2017, the Company still believes it is reasonable to estimate the generation and resulting above-market costs for this project as part of this cost-recovery filing given the significant output that is anticipated, rather than waiting to recover those costs at the next filing, in order to avoid under-recovering the costs of this project during the first six months of 2017 and to contribute towards more stable bill impacts for customers.

National Grid is working with Block Island Power Company (BIPCo) on completing the interconnection between Block Island Power Company's substation to National Grid's New Shoreham substation by March 2017. Both parties have procured materials and are scheduling construction activities to occur in early 2017. BIPCo is currently coordinating activities associated with ISO-NE, metering phone lines, etc. The completion of this interconnection is separate and distinct from the interconnection between National Grid and Deepwater Wind and the export of power from the wind farm. The interconnection between BIPCo's and National Grid's substations has no impact on the commercial operation date of the wind farm or National Grid's purchase of its output under the contract.