

RIPUC Use Only

Date Application Received: ____/____/____
Date Review Completed: ____/____/____
Date Commission Action: ____/____/____
Date Commission Approved: ____/____/____

GIS Certification #:
_____**RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM****The Standard Application Form**

**Required of all Applicants for Certification of Eligibility of Renewable Energy Resource
(Version 8 – December 5, 2012)**

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION**Pursuant to the Renewable Energy Act****Section 39-26-1 et. seq. of the General Laws of Rhode Island****NOTICE:**

When completing this Renewable Energy Resources Eligibility Form and any applicable Appendices, please refer to the State of Rhode Island and Providence Plantations Public Utilities Commission Rules and Regulations Governing the Implementation of a Renewable Energy Standard (RES Regulations, Effective Date: January 1, 2006), and the associated RES Certification Filing Methodology Guide. All applicable regulations, procedures and guidelines are available on the Commission's web site: www.ripuc.org/utilityinfo/res.html. Also, all filings must be in conformance with the Commission's Rules of Practice and Procedure, in particular, Rule 1.5, or its successor regulation, entitled "Formal Requirements as to Filings."

- Please complete the Renewable Energy Resources Eligibility Form and Appendices using a typewriter or black ink.
- Please submit one original and three copies of the completed Application Form, applicable Appendices and all supporting documentation to the Commission at the following address:

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

In addition to the paper copies, electronic/email submittals are required under Commission regulations. Such electronic submittals should be sent to Res.filings@puc.ri.gov.

- In addition to filing with the Commission, Applicants are required to send, electronically or electronically and in paper format, a copy of the completed Application including all attachments and supporting documentation, to the Division of Public Utilities and Carriers and to all interested parties. A list of interested parties can be obtained from the Commission's website at www.ripuc.org/utilityinfo/res.html.
- Keep a copy of the completed Application for your records.
- The Commission will notify the Authorized Representative if the Application is incomplete.
- Pursuant to Section 6.0 of the RES Regulations, the Commission shall provide a thirty (30) day period for public comment following posting of any administratively complete Application.
- Please note that all information submitted on or attached to the Application is considered to be a public record unless the Commission agrees to deem some portion of the application confidential after consideration under section 1.2(g) of the Commission's Rules of Practice and Procedure.
- In accordance with Section 6.2 of the RES Regulations, the Commission will provide prospective reviews for Applicants seeking a preliminary determination as to whether a facility would be eligible prior to the formal certification process described in Section 6.1 of the RES Regulations. Please note that space is provided on the Form for applicant to designate the type of review being requested.
- Questions related to this Renewable Energy Resources Eligibility Form should be submitted in writing, preferably via email and directed to: Luly E. Massaro, Commission Clerk at Res.filings@puc.ri.gov.

SECTION I: Identification Information

- 1.1 Name of Generation Unit (sufficient for full and unique identification):
Providence Water COF Rooftop Solar Array 125 Dupont Dr. Providence RI
- 1.2 Type of Certification being requested (check one):
☒ Standard Certification ☐ Prospective Certification (Declaratory Judgment)
- 1.3 This Application includes: (Check all that apply)¹
- ☐ APPENDIX A: Authorized Representative Certification for Individual Owner or Operator
- ☒ APPENDIX B: Authorized Representative Certification for Non-Corporate Entities Other Than Individuals
- ☐ APPENDIX C: Existing Renewable Energy Resources
- ☐ APPENDIX D: Special Provisions for Aggregators of Customer-sited or Off-grid Generation Facilities
- ☐ APPENDIX E: Special Provisions for a Generation Unit Located in a Control Area Adjacent to NEPOOL
- ☐ APPENDIX F: Fuel Source Plan for Eligible Biomass Fuels
- 1.4 Primary Contact Person name and title: Gary Marino Providence Water Principal Engineer Project Manager
- 1.5 Primary Contact Person address and contact information:
Address: Providence Water, 125 Dupont Drive Providence, RI 02907
- Phone: 401-521-6300 ext. 7232 Fax: 401-632-4592
Email: gmarino@provwater.com
- 1.6 Backup Contact Person name and title: Peter Dilorenzo Providence Water, Project Engineer
- 1.7 Backup Contact Person address and contact information:
Address: Providence Water, 125 Dupont Drive Providence, RI 02907
- Phone: 401-521-6300 ext. 7230 Fax: 401-632-4095
Email: PDilorenzo@provwater.com

¹ Please note that all Applicants are required to complete the Renewable Energy Resources Eligibility Standard Application Form and all of the Appendices that apply to the Generation Unit or Owner or Operator that is the subject of this Form. Please omit Appendices that do not apply.

1.8 Name and Title of Authorized Representative (*i.e.*, the individual responsible for certifying the accuracy of all information contained in this form and associated appendices, and whose signature will appear on the application):
Ricky Caroulo, General Manager

Appendix A or B (as appropriate) completed and attached? ☒ Yes ☐ No ☐ N/A

1.9 Authorized Representative address and contact information:
Address: Providence Water 125 Dupont Drive Providence RI, 02907

Phone: 401-521-6300 Fax: _____
Email: rickyc@provwater.com

1.10 Owner name and title: Providence Water

1.11 Owner address and contact information:
Address: 125 Dupont Drive Providence, RI 02907

Phone: 401-521-6300 Fax: _____
Email: rickyc@provwater.com

1.12 Owner business organization type (check one):
☐ Individual
☐ Partnership
☐ Corporation
☒ Other: Municipal Water Utility

1.13 Operator name and title: Providence Water

1.14 Operator address and contact information:
Address: 125 Dupont Drive, Providence, RI 02907

Phone: 401-521-6300 Fax: _____
Email: rickyc@provwater.com

1.15 Operator business organization type (check one):
☐ Individual
☐ Partnership
☐ Corporation
☒ Other: Municipal Water Authority

SECTION II: Generation Unit Information, Fuels, Energy Resources and Technologies

- 2.1 ISO-NE Generation Unit Asset Identification Number or NEPOOL GIS Identification Number (either or both as applicable): NEPOOL ID#: NON130697
- 2.2 Generation Unit Nameplate Capacity: 0.496 MW AC
- 2.3 Maximum Demonstrated Capacity: 0.496 MW AC
- 2.4 Please indicate which of the following Eligible Renewable Energy Resources are used by the Generation Unit: (Check ALL that apply) – *per RES Regulations Section 5.0*
- ☒ Direct solar radiation
 - ☐ The wind
 - ☐ Movement of or the latent heat of the ocean
 - ☐ The heat of the earth
 - ☐ Small hydro facilities
 - ☐ Biomass facilities using Eligible Biomass Fuels and maintaining compliance with all aspects of current air permits; Eligible Biomass Fuels may be co-fired with fossil fuels, provided that only the renewable energy fraction of production from multi-fuel facilities shall be considered eligible.
 - ☐ Biomass facilities using unlisted biomass fuel
 - ☐ Biomass facilities, multi-fueled or using fossil fuel co-firing
 - ☐ Fuel cells using a renewable resource referenced in this section
- 2.5 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility’s aggregate capacity does not exceed 30 MW. – *per RES Regulations Section 3.32*
- ☐ ← check this box to certify that the above statement is true
 - ☒ N/A or other (please explain) _____
- 2.6 If the box checked in Section 2.4 above is “Small hydro facilities”, please certify that the facility does not involve any new impoundment or diversion of water with an average salinity of twenty (20) parts per thousand or less. – *per RES Regulations Section 3.32*
- ☐ ← check this box to certify that the above statement is true
 - ☒ N/A or other (please explain) _____
- 2.7 If you checked one of the Biomass facilities boxes in Section 2.4 above, please respond to the following:
- A. Please specify the fuel or fuels used or to be used in the Unit: N/A
- B. Please complete and attach Appendix F, Eligible Biomass Fuel Source Plan.
Appendix F completed and attached? ☐ Yes ☐ No ☒ N/A

- 2.8 Has the Generation Unit been certified as a Renewable Energy Resource for eligibility in another state's renewable portfolio standard?

☐ Yes ☒ No If yes, please attach a copy of that state's certifying order.

Copy of State's certifying order attached? ☐ Yes ☐ No ☒ N/A

SECTION III: Commercial Operation Date

Please provide documentation to support all claims and responses to the following questions:

- 3.1 Date Generation Unit first entered Commercial Operation: 01 / 04 / 18 at the site.

If the commercial operation date is after December 31, 1997, please provide independent verification, such as the utility log or metering data, showing that the meter first spun after December 31, 1997. This is needed in order to verify that the facility qualifies as a New Renewable Energy Resource.

Documentation attached? ☐ Yes ☐ No ☒ N/A

- 3.2 Is there an Existing Renewable Energy Resource located at the site of Generation Unit?

☐ Yes

☒ No

- 3.3 If the date entered in response to question 3.1 is earlier than December 31, 1997 or if you checked "Yes" in response to question 3.2 above, please complete Appendix C.

Appendix C completed and attached? ☐ Yes ☐ No ☒ N/A

- 3.4 Was all or any part of the Generation Unit used on or before December 31, 1997 to generate electricity at any other site?

☐ Yes

☒ No

- 3.5 If you checked "Yes" to question 3.4 above, please specify the power production equipment used and the address where such power production equipment produced electricity (attach more detail if the space provided is not sufficient):

N/A

SECTION IV: Metering

- 4.1 Please indicate how the Generation Unit's electrical energy output is verified (check all that apply):

☐ ISO-NE Market Settlement System

☒ Self-reported to the NEPOOL GIS Administrator

☐ Other (please specify below and see Appendix D: Eligibility for Aggregations):

Appendix D completed and attached?

☐ Yes ☐ No ☒ N/A

SECTION V: Location

5.1 Please check one of the following that apply to the Generation Unit:

- ☐ Grid Connected Generation
☐ Off-Grid Generation (not connected to a utility transmission or distribution system)
☒ Customer Sited Generation (interconnected on the end-use customer side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the end-use customer)

5.2 Generation Unit address: 125 Dupont Drive Providence RI 02907

5.3 Please provide the Generation Unit's geographic location information:

A. Universal Transverse Mercator Coordinates: (297861.94,4630384.00)

B. Longitude/Latitude: -71.433058 / 41.799564

5.4 The Generation Unit located: (please check the appropriate box)

- ☒ In the NEPOOL control area
☐ In a control area adjacent to the NEPOOL control area
☐ In a control area other than NEPOOL which is not adjacent to the NEPOOL control area ← *If you checked this box, then the generator does not qualify for the RI RES – therefore, please do not complete/submit this form.*

5.5 If you checked "In a control area adjacent to the NEPOOL control area" in Section 5.4 above, please complete Appendix E.

Appendix E completed and attached?

☐ Yes ☐ No ☒ N/A

SECTION VI: Certification

- 6.1 Please attach documentation, using one of the applicable forms below, demonstrating the authority of the Authorized Representative indicated in Section 1.8 to certify and submit this Application.

Corporations

If the Owner or Operator is a corporation, the Authorized Representative shall provide **either**:

- (a) Evidence of a board of directors vote granting authority to the Authorized Representative to execute the Renewable Energy Resources Eligibility Form, **or**
- (b) A certification from the Corporate Clerk or Secretary of the Corporation that the Authorized Representative is authorized to execute the Renewable Energy Resources Eligibility Form or is otherwise authorized to legally bind the corporation in like matters.

Evidence of Board Vote provided? ☒ Yes ☐ No ☐ N/A

Corporate Certification provided? ☐ Yes ☐ No ☐ N/A

Individuals

If the Owner or Operator is an individual, that individual shall complete and attach APPENDIX A, or a similar form of certification from the Owner or Operator, duly notarized, that certifies that the Authorized Representative has authority to execute the Renewable Energy Resources Eligibility Form.

Appendix A completed and attached? ☐ Yes ☐ No ☒ N/A

Non-Corporate Entities

(Proprietorships, Partnerships, Cooperatives, etc.) If the Owner or Operator is not an individual or a corporation, it shall complete and attach APPENDIX B or execute a resolution indicating that the Authorized Representative named in Section 1.8 has authority to execute the Renewable Energy Resources Eligibility Form or to otherwise legally bind the non-corporate entity in like matters.

Appendix B completed and attached? ☒ Yes ☐ No ☐ N/A


6.2 Authorized Representative Certification and Signature:

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including possible fines and punishment. My signature below certifies all information submitted on this Renewable Energy Resources Eligibility Form. The Renewable Energy Resources Eligibility Form includes the Standard Application Form and all required Appendices and attachments. I acknowledge that the Generation Unit is obligated to and will notify the Commission promptly in the event of a change in a generator's eligibility status (including, without limitation, the status of the air permits) and that when and if, in the Commission's opinion, after due consideration, there is a material change in the characteristics of a Generation Unit or its fuel stream that could alter its eligibility, such Generation Unit must be re-certified in accordance with Section 9.0 of the RES Regulations. I further acknowledge that the Generation Unit is obligated to and will file such quarterly or other reports as required by the Regulations and the Commission in its certification order. I understand that the Generation Unit will be immediately de-certified if it fails to file such reports.


Signature of Authorized Representative:

SIGNATURE:

DATE:



GENERAL Manager
(Title) Providence Water



7/26/18

APPENDIX B
(Required When Owner or Operator is a Non-Corporate Entity
Other Than An Individual)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

RESOLUTION OF AUTHORIZATION

Resolved: that Ricky Caruolo, named in
Section 1.8 of the Renewable Energy Resources Eligibility Form as Authorized Representative,
is authorized to execute the Application on the behalf of Providence Water,
the Owner or Operator of the Generation Unit named in section 1.1 of the Application.

SIGNATURE:

Ricky Caruolo, General Manager P.W.

DATE:

*7/26/18*State: Rhode IslandCounty: Providence

(TO BE COMPLETED BY NOTARY) I, *Gabriela Rodriguez* as a
notary public, certify that I witnessed the signature of the above named *Ricky Caruolo*,
and that said person stated that he/she is authorized to execute this resolution, and the individual
verified his/her identity to me, on this date: *7/26/18* *AR*.

SIGNATURE:

Gabriela Rodriguez

DATE:

*7/26/18*My commission expires on: *12/11/18*

NOTARY SEAL:

757383

APPENDIX D
(Revised 6/11/10)
(Required of Applicants Seeking Eligibility for Customer-Sited and/or Off-Grid Generation Facilities and Associated Aggregations)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

Pursuant to the Renewable Energy Act
Section 39-26-1 et. seq. of the General Laws of Rhode Island

Customer-sited and Off-grid Generation Facilities located in Rhode Island may be certified as an eligible resource if their NEPOOL GIS Certificates are created by way of an aggregation of Generation Units using the same generation technology, and so long as the aggregation is certified by the Commission. Please complete the following and attach documentation, as necessary to support all responses:

- D.1 Please identify the location(s) in Rhode Island of each Generation Unit that is interconnected on the End-use Customer's side of the retail electricity meter in such a manner that it displaces all or part of the metered consumption of the End-use Customer, or not connected to a utility transmission or distribution system.

125 Dupont Drive, Providence RI 02907

- D.2 Please attach proposed procedures under which the aggregate Generation Units will operate ("Aggregation Agreement"). In accordance with Section 6.8.(iii) of the RES Regulations, the proposed Aggregation Agreement shall contain the following information:

- (a) Name and contact information of the Aggregator Owner, to which these regulations and stipulations of certification shall apply, and who shall be the initial owner of any NEPOOL GIS Certifications so certified;
- (b) Name, contact information, and qualifications of the Verifier. Qualifications shall include any information the applicant believes will assist the Commission in determining that the Verifier will accurately and efficiently carry out its duties. After receipt of the application, the Commission may require additional evidence of qualifications;

- (c) A declaration of any and all business or financial relations between Aggregator Owner and Verifier, which the Commission will use to evaluate the independence of the Verifier.²
 - (c.1) The Aggregation Agreement shall include a statement indicating under what circumstances the Verifier would not be considered sufficiently independent of the individual Generation Unit, and that Generation Units not meeting this independence test would not be allowed to participate in the aggregation;
- (d) Type of technology that will be included in the aggregation, and statement that the aggregation will include only individual Generation Units that meet all the requirements of these regulations, for example physical location, vintage, etc. (All generators within the aggregation must be of the same technology and fuel type);
- (e) Proposed operating procedures for the aggregation, by which the Aggregation Owner shall ensure that individual Generation Units in the aggregation comply with all eligibility requirements and that the NEPOOL GIS Certificates created accurately represent generation;³
- (f) Description of how the Verifier will be compensated for its services by the aggregator. In no instances will an aggregation be certified in which the Verifier is compensated in a manner linked to the number of NEPOOL GIS Certificates created by the aggregation; and
- (g) Confirmation and a description of how, no less frequently than quarterly, the Verifier will directly enter into the NEPOOL GIS the quantity of energy production in the applicable time period from each Generation Unit in the aggregation. The entry of generation data by the Verifier must be through an interface designated for this purpose by the NEPOOL GIS and in accordance with NEPOOL GIS Operating Rules applicable to Third-Party Meter Readers, and to which the Aggregation Owner shall not have access⁴.

D.3 Applicant must acknowledge that:

² Reasons for ruling that a Verifier is not sufficiently independent include, but are not limited to: i) If one entity owns, directly or indirectly, or if a natural person so owns, 10% or more of the voting stock or other equity interest in the other entity; ii) If 10% or more of the voting stock or other equity interests in both entities are owned, directly or indirectly, by the same entity or a natural person; or iii) If one entity is a natural person, and such entity or a member of such entity's immediate family is an officer, director, partner, employee or representative of the other entity.

³ At a minimum, these procedures will: i) require a determination by the Aggregation Owner that the Generation Unit is in compliance with these Renewable Energy Standard regulations and the Aggregation Agreement as approved by the Commission, and an independent determination by the Verifier that the Generation Unit exists; ii) require a meter reading procedure that allows the Verifier to read meters on the Generation Units; meter readings may be manual or remote and via the aggregators own system or via an independent system, but in all cases shall comply with NEPOOL GIS Operating Rules regarding metering; iii) require confirmation that Verifier will be entering the quantity of energy production in to the NEPOOL GIS system as described in paragraph (g) for NEPOOL GIS to create NEPOOL GIS Certificates; and OL GIS Certificates; and ; iv) include a procedure for the Verifier to report to the Commission on the results of their verification process.

⁴ Such generation data shall not include any generation data from previous time periods, except as provided for in this section. Output of less than one MWh by any single Generation Unit within the aggregation may be applied to the entire aggregation's generation, and generation of the aggregation less than one full MWh may be applied to the subsequent quarter in accordance with NEPOOL GIS Operating Rules.

- (a) any changes to or deviations from the Aggregation Agreement will be considered a change in generator status, and will require recertification by the Commission;

☒ ← please check this box to acknowledge this requirement

☐ N/A or other (please explain) _____

- (b) the Commission will be promptly notified of any changes to or deviations from the Aggregation Agreement; and

☒ ← please check this box to acknowledge this requirement

☐ N/A or other (please explain) _____

- (c) in the event that notice of such changes or deviations is not promptly given, all Generation Units in the aggregation may be de-certified.

☒ ← please check this box to acknowledge this requirement

☐ N/A or other (please explain) _____

D.4 Applicant must certify that:

If the Generation Unit (or aggregation of generation units) is a Customer-sited or Off-grid Generation Resource, as defined in Section 39-26-2.4 of the General Laws of Rhode Island and Section 3.26 of the RES Regulations, respectively, the associated Generation Attributes have not otherwise been, nor will be sold, retired, claimed or represented as part of electrical energy output or sales, or used to satisfy obligations in jurisdictions other than Rhode Island.

☒ ← please check this box to certify that this statement is true

☐ N/A or other (please explain) _____



October 26, 2018

Gary Marino
Principal Engineer-Project Manager Engineering
Providence Water Supply Board
125 Dupont Drive
Providence, Rhode Island 02907

SENT VIA E-MAIL TO:
gmarino@provwater.com

Re: Proposal - NEPOOL-GIS Independent Third-Party Meter Reader ("ITPMR") Services

Dear Mr. Marino,

Daymark Energy Advisors, Inc. (Daymark) is pleased to submit this letter proposal to provide expert consulting services to the Providence Water Supply Board (PWSB) for Independent Third-Party Meter Reader (ITPMR) Services for their Providence Water Central Operations Facility Rooftop Solar Array (nameplate capacity of 0.496 MW).

Daymark is an independent consulting team that has specialized in providing integrated planning, policy, and strategic analysis and advisory services to the electric and natural gas industries for nearly 40 years; we are a registered verifier of meter reading information for the ISO New England. Our specific expertise includes economic and financial analysis of renewable energy assets and contracts, power procurement, power systems planning, market policy and analysis (wholesale, retail, and renewable), and regulatory policy. We have provided significant analytical and advisory services to renewable energy projects in New England, including throughout a renewable energy project's lifecycle. Our team supports developers building the business case for projects, regulators reviewing the costs and benefits of project proposals, and owners that ultimately own and operate those projects.

Carlo Bencomo-Jasso will be the Daymark contact for this endeavor. He has experience and knowledge of renewable portfolio standards throughout New England, renewable energy certificates and relevant markets, ISO-NE market rules, and NEPOOL GIS Operating Rules and Procedures. Other Daymark staff will provide additional electrical engineering and technical support, if needed.

As part of these services, Daymark will provide the following deliverables:

- a) Physically inspect the meter(s) for verification and accuracy (consistent with ISO-NE Operating Procedure No. 18) and validate the quarterly entries to the account using this annual meter read/inspection. One such visit/inspection is included in this scope and budget.
- b) Directly upload the quantity of energy production of relevant generating facilities on a monthly basis through the NEPOOL GIS interface to an account to which PWSB shall not have access. We assume that we will have remote access to the meter reads for the rooftop solar array.

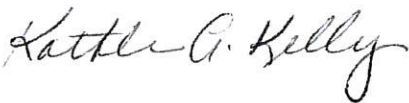
c) As needed, support PWSB's implementation of certificate retirement/expiration options.

We propose to provide these deliverables for a fixed-fee amount of **\$2,500 per year**, invoiced quarterly. Our standard terms and conditions under which we perform work for clients is also attached as Appendix A.

If the terms of this letter proposal are acceptable to you, please sign and return a copy to my attention to authorize us to proceed with this scope of work.

We thank you for the opportunity to submit this proposal and we look forward to working with you and your staff. Please feel free to contact me, if you have any questions.

Sincerely,



Kathleen A. Kelly
Vice President, Principal Consultant
(617) 778-5474 | kkelly@daymarkea.com

cc:
Carlo Bencomo-Jasso, project manager
(617) 778-2467 | cbencomo-jasso@daymarkea.com

*Accepted for the Providence Water Supply
Board:*

SIGNATURE



PRINTED NAME

PRINCIPAL ENGINEER - PROJECT MANAGER
GARY MARINO

TITLE

PRINCIPAL ENGINEER - PROJECT MANAGER

DATE

10/31/18



TERMS OF ENGAGEMENT

This engagement agreement ("Engagement Agreement") confirms the engagement of Daymark Energy Advisors, Inc. ("Consultant") by Providence Water Supply Board ("you", "your", or "Client") to provide certain consulting services to you as described below (the "Engagement"). This Engagement Agreement incorporates by reference the consulting work scopes provided by Consultant to the Client and which are attached as work orders supplementing this Engagement Agreement.

1. **Services to be provided.** Consultant shall provide services as described in the consulting work scopes attached to this Engagement Agreement.
2. **Schedule.** The Consultant shall provide the deliverables listed in the consulting work scopes above (the "Deliverables"). Consultant shall notify Client orally and then in writing of any anticipated delays; however, such notification shall not relieve Consultant of any of its obligations or affect any of Client's available remedies. If, at any time during the term of the Agreement, except for delays occurring pursuant to Section 12.0 below, Consultant does not meet the schedule, Client may for each incident of delay, at no additional cost to Client, in addition to any rights it may have:
 - a. Require Consultant to get back on schedule by working additional shifts and making adjustments for additional effort as needed; and/or
 - b. Treat such failure as a breach and terminate the Engagement Agreement and exercise all available remedies.
3. **Rates and fees.** The consulting services shall be provided according to the rates or fees described in the attached consulting work scopes above.
4. **Change to scope of services.** Changes to the consulting work scope shall be made only as agreed to in writing and executed by authorized representatives of both parties. Consultant shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change is agreed upon by the parties in writing.
5. **Term and Termination.** This Engagement Agreement commences upon signing by both parties, and will continue for a period of one year. Either party to this Engagement Agreement may terminate this Engagement Agreement upon delivery of thirty (30) days prior written notice to the other party. Client is liable only for the payment of services up to the effective date of the termination. Either Party may have the right to terminate this Engagement Agreement in an Event of Default (as listed below). The following events constitute an Event of Default:
 - a. Either Party fails to observe, perform, or comply with any material term, covenant, agreement, or condition of this Engagement Agreement or the NDA which is to be observed, performed, or complied with by such Party (the "Breaching Party"), and such failure continues uncured for a period of ten (10) business days after the non-breaching Party gives the Breaching Party notice of any failure and specifies the nature of such failure;

- b. Either Party commits any fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Engagement Agreement.
6. **Payment.** Consultant will promptly submit invoices on a monthly basis indicating billable hours completed to the following address:

125 Dupont Drive

Providence, Rhode Island 02907

Client will make payment on invoices within thirty (30) days of receipt. Payments received after thirty days may incur a monthly service charge equal to one percent (1%) of the unpaid balance.

7. **Confidentiality.** Consultant and Client shall maintain the confidentiality of confidential information pertaining to this Engagement in accordance with the provisions of the NDA.
8. **Proprietary rights.**
- a. Consultant agrees that all Deliverables provided under this Engagement Agreement shall, as between Consultant and Client, be the property of the Client. This excludes any models, software or other intellectual property licensed by Consultant from third parties (which licenses Consultant shall identify to Client and, if necessary, instruct Client as to how to obtain its own license to such materials); and also excludes any Background Information of Consultant and improvements thereto made in the creation of the Deliverables unless such those improvements are specifically identified as Deliverables (in which case the improvement, but not the pre-existing Background Information, shall be the property of Client). To the extent necessary to provide Client with the full enjoyment of the Deliverables as contemplated in the work orders, Consultant shall provide Client with a perpetual, royalty-free non-exclusive license to the Background Information embedded in the Deliverables for the purpose of using them for the purposes contemplated in the work orders. Consultant warrants that none of the Deliverables will infringe or violate the intellectual property rights of any third party, or violate any agreement or confidentiality obligation by which Consultant may be bound. If any Deliverable becomes the subject of any claim, suit, or proceeding for infringement or other intellectual property right violation, the Consultant shall, at its sole expense and at its option defend, indemnify and hold Client harmless from and against such claim, suit or proceeding. Consultant shall control the defense of such action and may, at its discretion: 1) secure for the Client the right to the continued use of the Deliverable, 2) replace the Deliverable with a substantially equivalent, non-infringing item, or 3) modify the Deliverable so that it is non-infringing. The foregoing are Consultants sole obligations regarding infringement.
- b. "Background Information" means all tools (such as economic and statistical models, algorithms and methods that are relevant to analyzing energy markets) that are owned or controlled by Consultant on or before the Effective Date (as defined below), or

developed or acquired by Consultant outside of the scope of this Engagement Agreement.

9. **Duties.** Consultant may provide Consultant's services to other persons and entities other than Client. Each Party shall retain responsibility for its compliance with all applicable federal, state and local laws and regulations in carrying out work pursuant to the Engagement. Consultant shall avoid any conflicts of interest between its work for the Client and any other persons or entities.
10. **Limitations of Liability.** The complete liability of Consultant shall not exceed an amount equal to the total payments actually paid by the Client to Consultant during the term of this Engagement Agreement. Without limiting the generality of the forgoing, in no event shall either Party have any liability for any consequential damages.
11. **Warranties.** Consultant warrants that it is aware of the purpose for which the services are being provided and that its services shall be suitable for such purpose. If not otherwise specified, all work shall be consistent with applicable industry standards. Consultant will make every effort to guarantee that Consultant will be qualified by training and experience to perform the services in a competent and professional manner. Notwithstanding the above, Consultant agrees to timely correct errors in services that are identified by the Client.
12. **Force Majeure.** Neither party shall be liable for any loss or damage, or for nonperformance due to causes not reasonably within their control.
13. **Amendment.** This Engagement Agreement may be amended, at any time, by the written agreement of the parties. All amendments, changes, revisions and discharges of this Engagement Agreement shall be binding upon the parties despite any lack of legal consideration, as long as it shall be in writing and executed by the parties.
14. **Further Acts.** Each party agrees to use commercially reasonable efforts to perform any further acts and to execute, acknowledge and deliver any documents, which may be reasonably necessary to carry out the provisions of this Agreement.

{Signature Page Follows}

IN RECOGNITION OF THE ABOVE, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date appearing beneath the last signature line to be signed (the "Effective Date"):

(Client) Providence Water Supply Board

By: 

Name: GARY MARINO

Title: PRINCIPAL ENGINEER-PROJECT MANAGER

Date: 12/3/18

(Consultant) Daymark Energy Advisors, Inc.

By: _____

Typed name: Marc D. Montalvo

Title: President

Date: _____

Aggregation Agreement

(a) Aggregator:

Providence Water Supply Board
Gary Marino
125 Dupont Drive, Providence, RI 02907
401-521-6300 Ext. 7232
gmarino@provwater.com

(b) Verifier:

Daymark Energy Advisors
370 Main Street, Suite 325, Worcester, MA 01608
677-778-5515
cbencomo-jasso@daymarkea.com

Daymark is an independent consulting team that has specialized in providing integrated planning, policy, and strategic analysis and advisory services to the electric and natural gas industries for nearly 40 years; we are a registered verifier of meter reading information for the ISO New England. Our specific expertise includes economic and financial analysis of renewable energy assets and contracts, power procurement, power systems planning, market policy and analysis (wholesale, retail, and renewable), and regulatory policy. We have provided significant analytical and advisory services to renewable energy projects in New England, including throughout a renewable energy project's lifecycle. Our team supports developers building the business case for projects, regulators reviewing the costs and benefits of project proposals, and owners that ultimately own and operate those projects.


(c) Daymark Energy Advisors will be the generation data verifier for the PV system in review.

(c.1) Daymark Energy Advisors has no other relationship with the Aggregator beyond the position of Verifier.

(d) The technology being used in the aggregation is a single photovoltaic system. The aggregation will only include Generation Units that meet the requirements of the State of Rhode Island Public Utilities Commission.

- (e) The production information will be obtained using a revenue-grade meter that is installed on site and accessed through an online platform provided by Inaccess. Data will be verified and inputted into NEPOOL GIS monthly.
- (f) The Verifier will be compensated for its services by the Aggregator via an annual fee as noted in contract for the Verifier's services.
- (g) Once a quarter, Daymark Energy Advisors will pull data from the revenue-grade meter and input the data onto the NEPOOL GIS system.

Carlo Bencomo-Jasso
Name


Signature

1/10/2019
Date

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: October 3, 2016

TO: Purchasing Director

SUBJECT: **APPROVAL TO RESCIND THE AWARD OF SEPTEMBER 6, 2016 WITH GOSOLAR FOR ROOFTOP SOLAR PV ARRAY – WATER SUPPLY BOARD**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes approval to Rescind the Award of September 6, 2016, with goSolar, for Rooftop Solar PV Array, and award the project to Ameresco, the next qualified bidder of the five original bids that were opened on August 9, 2016, goSolar was unable to provide Providence Water with an acceptable design, in a total amount not to exceed Two Million Seventy Thousand Seven Hundred Seventy Two Dollars and Thirteen (\$2,070,772.13) Cents, all in accordance with the request of Ricky Caruolo, General Manager, in communication dated September 26, 2016.

cc: Pur.Dir.
Contr.
WSB
File

A handwritten signature, likely of the City Clerk, is written over the "File" line of the distribution list.

A handwritten signature, "Lou L. Hogen", is written in cursive.

City Clerk

[NEPOOL](#)

Generation Information System

[Home](#)
[Transfer](#)
[Reports](#)
[Registry Help](#)

Registration

- Change Profile
- EMA Link Setup

Account Management

- Login Management
- API Management

Account Information

Company ID: 17940
 Company Name: Providence Water
 Account Administrator Email: graham@providencewater.com
 Account Administrator Phone: 521-4300

Inbox

From	Quantity	Obligation Status	Confirm	Reject
Empty				

Certificate

Pending Certificates

Outbox

To	Quantity	Obligation Status	Withdraw
Empty			

Asset Management

Unit ID	Plant - Unit	Renewal Output to Regulatory	Generator Type	Status	Modify Generation/Emission
Non-NEPOOL Gen Pending JUL 2018					

[View All Forward Certificates](#) | [Create Forward Certificate](#) | [View Emission Entry History](#)

Register Non-NEPOOL Generator

(New NEPOOL Generators will appear above after registration in M55)

Message Notification - last 30 days

Message Type	Message	Created Date
No Records!		

[View more messages...](#)

Import

Year Control Area Month Scheduled MWh Generated MWh Claimed MWh System M5

No Records!

[Import Generators](#) | [Approved Import Claims](#)

Account Status for 2018 - Q3

Trading Periods

2018 - Q1	2018 - Q2 - Closed	2018 - Q3 - Attribute Open Until 1/11/2019	2018 - Q4
7/15/2018 to 9/16/2018	10/15/2018 to 12/16/2018	1/15/2019 to 3/16/2019	4/15/2019 to 6/16/2019

Account Summary

M55 Data & Manual Generation Totals

Supply MWh	Demand MWh
Generation	0.000 Load