

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): BIUD - BIUD Solar Aggregation NON153339

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: Jeffery M Wright, President/CEO

1.5 Primary Contact Person address and contact information:

Address: 100 Ocean Avenue PO Box 518 Block Island, RI 02807

Phone: 401-466-5851 Fax: 401-466-5068

Email: jwright@blockislandutilitydistrict.com

1.6 Backup Contact Person name and title: Michelle Coscia, Senior Energy Analyst

1.7 Backup Contact Person address and contact information:

Address: 5 Hampshire Street, Suite 100 Mansfield, MA 02048

Phone: 508-698-1222 Fax: 508-698-0222

Email: mcoscia@ene.org

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):

Jeffery M Wright, President/CEO

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

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.

1.9 Authorized Representative address and contact information:
Address: 100 Ocean Avenue PO Box 518 Block Island, RI 02807
Phone: 401-466-5851 Fax: 401-466-5068
Email: jwright@blockislandutilitydistrict.com

1.10 Owner name and title: Block Island Utility District

1.11 Owner address and contact information:
Address: 100 Ocean Avenue PO Box 518 Block Island, RI 02807
Phone: 401-466-5851 Fax: 401-466-5068
Email: jwright@blockislandutilitydistrict.com

1.12 Owner business organization type (check one):
 Individual
 Partnership
 Corporation
 Other: Utility District

1.13 Operator name and title: Jeffery M Wright, President/CEO

1.14 Operator address and contact information:

100 Ocean Avenue PO Box 518 Block Island, RI 02807
Phone: 401-466-5851 Fax: 401-466-5068
Email: jwright@blockislandutilitydistrict.com

1.15 Operator business organization type (check one):
 Individual
 Partnership
 Corporation
 Other: Utility District

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): NON 153339
- 2.2 Generation Unit Nameplate Capacity: Total .094 MW
- 2.3 Maximum Demonstrated Capacity: Total .094 MW
- 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: _____
-
- 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: 07 /23 /2020 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? Attachment “Meter Data” 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):

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):
Third Party Meter Reader (Energy New England) will submit and verify the energy
output for the aggregation

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: ALL SOLAR ARRAYS AT:
100 Ocean Avenue
Block Island, RI 02807

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

A. Universal Transverse Mercator Coordinates: _____

B. Longitude/Latitude: 41 10'19.13" N / 71 34'10.69" W

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.

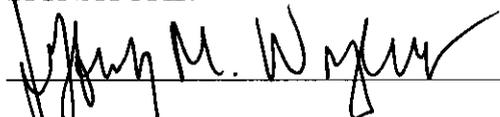
Appendix B completed and attached? Yes No N/A

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.

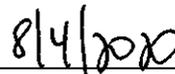
Signature of Authorized Representative:

SIGNATURE:



Jeffery M Wright President/CEO

DATE:



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

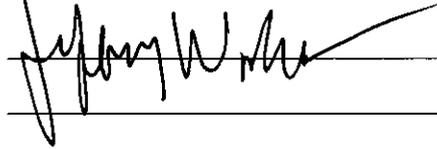
STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

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 Jeffery M. Wright, 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 Block Island Utility District, the Owner or Operator of the Generation Unit named in section 1.1 of the Application.

SIGNATURE:



DATE:

8/4/2020State: RICounty: WASHINGTON

(TO BE COMPLETED BY NOTARY) I, Tracy Fredericks as a notary public, certify that I witnessed the signature of the above named Jeffery Wright, 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: August 4, 2020.

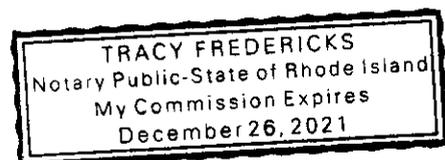
SIGNATURE:



DATE:

8-4-2020My commission expires on: 12/26/2021

NOTARY SEAL:



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.
There are four projects currently that will be included in the aggregation. 1) BIUD' Truck Garage, 2) BIUD's old Building Engines, 3) BIUD's new Building Engines, 4) BIUD's Office Building
- 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: **Answers to each section below.**
- (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;
Block Island Utility District
Jeffery M Wright, President/CEO
Address: 100 Ocean Avenue PO Box 518 Block Island, RI 02807
Phone: 401-466-5851 Fax: 401-466-5068
Email: jwright@blockislandutilitydistrict.com

- (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;

Energy New England

Michelle Coscia

Address: 5 Hampshire Street, Suite 100 Mansfield, MA 02048

Phone: 508-698-1222 Fax: 508-698-0222

Email: mcoscia@ene.org

Energy New England will use electronic access to the meters monthly. Energy New England will assess the size and placement of the unit and therefore will determine if the meter readings are appropriate output for the project.

- (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;

Attached is the Block Island Utility District Service Agreement with Energy New England.

There would be no circumstances that the Independent Verifier would not be sufficiently independent of the unit.

- (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

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.

with all eligibility requirements and that the NEPOOL GIS Certificates created accurately represent generation;³

Energy New England is in close communication with the project owner and will relay any generation concern on a timely manner.

- (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

Energy New England will not be compensated by the Generation Unit Owner for this aggregation. All Block Island services are included in the Service Agreement attached.

- (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.

Energy New England will upload the generation data to the Units GIS asset ID at months end.

D.3 Applicant must acknowledge that:

- (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

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.

- ← 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) _____
-

**ENERGY PORTFOLIO MANAGEMENT AND POWER SUPPLY CONSULTING
SERVICE AGREEMENT**

Dated As Of January 4, 2017

By and Between

ENERGY NEW ENGLAND, LLC

And

BLOCK ISLAND POWER COMPANY

ENERGY PORTFOLIO MANAGEMENT AND POWER SUPPLY CONSULTING SERVICE AGREEMENT

This Power Supply Consulting Services Agreement (“Agreement”) is executed this 4th day of January, 2017 with an Effective Date of January 1, 2017 (the “Effective Date”) by and between Energy New England, LLC, a Massachusetts limited liability company with its principal place of business at 100 Foxborough Boulevard, Suite 110, Foxborough, MA 02035 (“ENE”) and Block Island Power Company, a Rhode Island corporation with offices at 100 Ocean Avenue, Block Island, Rhode Island 02807 (“BIPCO”) (each, individually, a “Party” and collectively the “Parties”).

WHEREAS, BIPCO desires that ENE perform Energy Portfolio Management and Power Supply Consulting services for BIPCO; and

WHEREAS, ENE desires to provide Energy Portfolio Management and Power Supply Consulting services to the BIPCO relative to its Load Obligations during the Term of Service as defined herein;

NOW THEREFORE, in consideration of the mutual promises and Agreement contained herein, the Parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

Terms not otherwise defined herein shall have the meanings specified in the Independent System Operator New England (“ISO-NE”) Transmission, Markets and Services Tariff, including Market Rule 1, as the same may be revised from time to time through modifications as permitted by the Federal Energy Regulatory Commission (“ISO-NE Tariff”), and the Manuals issued by ISO-NE thereunder.

ARTICLE 2 – TERM OF AGREEMENT

2.1 Term of Service. This Agreement shall commence on the date first stated above and will remain in effect until December 31, 2019 (“Initial Term”) unless this Agreement is terminated earlier as provided herein or in Article 8, below. BIPCO may, by written notice to ENE at least one-hundred and eighty (180) days prior to the expiration of the Initial Term, elect to renew this Agreement for an additional one (1) year period (“Extension Term #1”) and BIPCO may, by written notice to ENE at least one-hundred eighty (180) days prior to the expiration of the Extension Term #1 elect to renew this Agreement for an additional one (1) year period (“Extension Term #2”) upon terms and conditions then in effect, including those affecting fees and scope of services provided herein (the Initial Term, and the Extension Term #1 and the Extension Term #2), if any, shall be deemed the “Term of Service” under this Agreement). Notwithstanding the foregoing, either Party may terminate this Agreement without cause upon one hundred eighty (180) days’ written notice to the other Party (“Notice of Termination”). Upon receipt of such Notice of Termination, the Parties shall cooperate to assure the orderly transfer to BIPCO or BIPCO’s designated agent of the functions performed by ENE under this

Agreement.

2.2 Survival. The applicable provisions of this Agreement shall continue in effect after termination of this Agreement to the extent necessary to provide for final true-ups, billing, billing adjustments, payments of amount due, and discharge of any residual obligations under the Agreement, including any indemnification obligations. Termination of this Agreement shall not relieve BIPCO of any obligation for authorized power transactions entered into prior to such termination or for ISO-NE settlement.

ARTICLE 3 – ENE SERVICES

3.1 ENE Services. BIPCO hereby appoints ENE as BIPCO's agent to act on BIPCO's behalf in dealings with ISO-NE regarding BIPCO's status as a Market Participant, including participation in the day ahead and same day energy markets, procurement of ancillary services, procurement of transmission services and participation in Financial Transmission Rights ("FTR") Auctions, so long as and only to the extent that any such transaction is consistent with the pre-approved criteria established by BIPCO in writing from time-to-time, with appropriate notice to ENE. Throughout the Term of Service, ENE shall provide Power Supply Consulting services and, as agent for BIPCO, shall perform Energy Portfolio Management as provided herein.

3.1.1 ISO-NE Energy Market. ENE will develop daily, BIPCO's hourly load forecast and enter the hourly demand bids into the ISO-NE Day-Ahead Market as a price taker for Node .Z.RI..

3.1.2 ISO-NE Market Settlements. ENE shall convey all information required for operation and settlement purposes to BIPCO consistent with ISO-NE and counterparty Master Agreement settlement guidelines. ENE will calculate settlement charges and credits for all BIPCO hourly and monthly market activities, report on data reconciliation process resettlements, provide ISO-NE Day-Ahead and Real-Time settlement and data verification, verify ISO-NE invoice charges, facilitate ISO-NE invoice payment, report ISO-NE settlement activity and figures, assist BIPCO with ability to receive and properly interpret ISO-NE settlement data, confirm volumes purchased from various energy suppliers into the ISO-NE system as well as to work in conjunction with other suppliers as necessary, daily reporting of twenty four (24) hour interval data tracking for Day-Ahead and Real Time Locational Marginal Price's, hourly Day-Ahead BIPCO load bids, actual Real Time loads, power supplied by individual generation resources and bilateral transactions and daily reporting of twenty four (24) hour Day-Ahead BIPCO demand bids and their corresponding Day-Ahead Locational Marginal Price.

3.1.3 ISO-NE Market Information Server ("MIS") Reports. ENE will provide BIPCO its hourly, daily, and monthly formatted MIS reports as well as modified revisions that are made to existing MIS reports and make available any new MIS reports to BIPCO upon request.

- 3.1.4 ISO-NE Forward Capacity Market (“FCM”). ENE will perform any FCM self-supply designations and/or confirmations necessary for BIPCO to maintain self-supply status as defined by ISO-NE and ENE will participate in the Forward Capacity Auction (“FCA”) by confirming capacity resource transactions.
- 3.1.5 ISO-NE Financial Assurance Management (“FAM”). ENE will manage BIPCO’s FAM requirements to cover obligations(s) and mitigate credit risk in order to prevent credit test failure in ISO-NE and ENE will report BIPCO’s ISO-NE financial position on a daily basis.
- 3.1.6 Power Supply Portfolio Support. ENE will maintain a “book” of all forward bilateral transactions with notional value and other relevant data, compare BIPCO’s load requirements to its supply portfolio and develop, recommend, and/or implement strategies to help manage BIPCO’s annual power supply costs for energy, capacity, and ancillary services. Furthermore, ENE will advise BIPCO on methods to further optimize its resource portfolio and supply requirements in order to enhance BIPCO operating efficiencies, reduce costs and maximize the value of its assets, as appropriate. ENE will also evaluate market costs, short-term and long-term price trends, load and weather forecasts as a means of securing least-cost alternatives to cover BIPCO’s net power supply position. ENE will recommend strategies for BIPCO to meet its capacity supply obligations in the existing and future capacity markets as they are defined by ISO-NE, this may include bilateral transactions, and ENE will recommend and/or bid for FTR in order to manage BIPCO’s locational price risks between its contracts and entitlements and its load zone, as appropriate. ENE will transact with suppliers in the wholesale market on BIPCO’s behalf. In support of such activity, BIPCO and ENE will execute the Certificate of Confirmation and Authority in Exhibit A of this Agreement.
- 3.1.7 Counterparty Credit Standards. ENE will develop with BIPCO and maintain a BIPCO specific transaction “book” that will be used to monitor and report credit and mark-to-market exposures for all bilateral contract positions entered by BIPCO.
- 3.1.8 Long-Term Power Supply Budgetary Support. ENE will calculate and maintain monthly open position projections for BIPCO both on-peak and off-peak for a minimum rolling thirty six (36) month period in comparison to ENE’s monthly demand projections. Additionally, ENE will calculate and maintain monthly power cost projections for a rolling thirty six (36) month period. Such projections to include separate line items for fixed costs, energy and transmission costs. Also, ENE will provide a ten (10) year annual energy supply cost forecast, typically only needed once per year, for BIPCO’s ten (10) year budgetary and regional transmission planning purposes. The projection will include separate line items for fixed costs, energy and transmission costs.
- 3.1.9 ISO-NE Committee Representation. ENE will represent BIPCO at the ISO-NE committee level, participating in the stakeholder process including but not limited

to the Participants, Markets, and Reliability committees. ENE will monitor, participate in, and report out on the ISO-NE market rule development and implementation process on BIPCO's behalf. ENE will be authorized to vote on business at the ISO-NE committee level on BIPCO's behalf, in accordance with positions which BIPCO and ENE are in concurrence.

3.1.10 Generation Information System ("GIS") Exemption. ENE will monitor BIPCO's ability to claim GIS exemption and annually provide a completed GIS Exemption Request Form to BIPCO.

3.1.11 ENE will provide all support requested by BIPCO for proceedings before the Rhode Island Public Utilities Commission and the Division of Public Utilities and Carriers, including, but not limited to, meetings, filings, hearings, and testimony. Should this support total more than 120 hours of staff time in a given calendar year, BIPCO shall compensate ENE for the time exceeding 120 hours based on the hourly rates in Exhibit B to this Agreement.

3.2 Expansion of Scope of Services. BIPCO may at any time request a change in the scope of services provided by ENE. Any modification of the scope of the Agreement shall be discussed and agreed by the Parties, and any incremental fees associated with such scope changes shall be agreed upon and reflected in an amendment to this Agreement prior to ENE delivering those additional services. In addition, ENE will make its staff available on a time and materials basis to provide services that are not included in the scope of this Agreement. The hourly rate for any ENE staff providing such services, inclusive of all overhead costs, is set forth in Exhibit B, Hourly Rates for Out of Scope Services. ENE staff will maintain appropriate records of time dedicated to providing such services to BIPCO and such time will accrue monthly and be billed to BIPCO along with the monthly fixed amount with appropriate backup detail for the charges. ENE shall provide an estimate for the cost of any such services requested by BIPCO and will not perform the work without prior written authorization from BIPCO.

ARTICLE 4 – COMMUNICATION

4.1 Information Provided by BIPCO. BIPCO shall make available to ENE all BIPCO data required by ENE to provide the services set forth in Article 3. Such data shall include, but not be limited to: (a) a detailed breakdown of any and all existing portfolio resources and other power supply transactions that are currently under contract; (b) historical load information for each BIPCO Load Obligation; and (c) projected energy requirements for prospective Load Obligations; and (d) all operational and settlement information for power supply resources not procured through ISO-NE. Such data shall be updated and conveyed to ENE as soon as is reasonably possible as it changes. BIPCO shall authorize ISO-NE and other entities to release necessary information relevant to the services covered by this Agreement directly to ENE.

4.2 Information Provided by ENE. ENE shall convey all information required for BIPCO's management purposes to BIPCO, as appropriate, in a timely and consistent fashion. In addition to information required in Article 3, such information shall include, but not be limited

to: (a) weekly energy budget projection based on BIPCO's forecasted loads, resource portfolio, and projected market energy purchases for the current fiscal year and at least four additional fiscal years forward, (b) an ongoing summary of the net purchase and/or sale positions associated with transactions implemented on behalf of BIPCO, (c) settlement reports including all ISO-NE market settlements, inclusive of credits and charges, (d) a monthly statement providing a detailed description of that month's market activity, (e) weekly credit exposure and mark-to-market reports. ENE shall provide to BIPCO by the 5th day of each month a statement containing a detailed description for the prior month's trading activity undertaken on behalf of BIPCO, including but not limited to a mark to market analysis of trades undertaken in that month.

ARTICLE 5 – BILLING AND PAYMENT COORDINATION

5.1 Billing Verification. Errors in arithmetic, computation, meter readings, estimating, or any error that is attributable to ENE that otherwise affects the accuracy of a Buyer's Monthly Bill or an ENE Monthly Bill shall be promptly corrected and a corrected bill shall be issued. ENE shall validate the accuracy of settlements/invoices issued by ISO-NE and any other counterparties to transactions with BIPCO and shall pursue correction of any errors.

5.2 Payment of Power Bills. ENE shall cause all ISO-NE and third party invoices that have been properly issued to be timely paid. In the event that ENE determines that any invoice is inaccurate, it shall withhold payment of disputed amounts or render payment under protest as permitted under the governing contractual or tariff provisions.

5.3 ENE Charges. ENE shall bill BIPCO a monthly sum as payment in full for ENE's services covered under Article 3 of this Agreement through December 31, 2021 per the following pricing schedule. The total charge each month shall be the sum of the Base and Volumetric Fee.

Base Fee:

January 1, 2017 – December 31, 2017:	\$3,500.00 per month
January 1, 2018 – December 31, 2018:	\$3,600.00 per month
January 1, 2019 – December 31, 2019:	\$3,700.00 per month
January 1, 2020 – December 31, 2020:	\$3,800.00 per month
January 1, 2021 – December 31, 2021:	\$3,900.00 per month

Volumetric Fee (begins March 1, 2017):

A volumetric fee of \$2/MWH shall be applied to all BIPCO distribution load requirements, irrespective of whether BIPCO is subject to retail competition or not. This charge will be determined by taking the total monthly Real Time Load Obligation (RTLO) per ISO NE MIS

reports and multiplying by \$2/MWH. This volumetric fee shall not be less than \$18,000 in any calendar year.

5.4 ENE Billing and Payment. On or before the 5th day of each month ENE shall issue its bill for services provided under this Agreement during the prior month ("ENE Monthly Bill"). BIPCO will pay the ENE Monthly Bill within twenty (20) days of receipt. BIPCO may, in good faith, dispute any ENE Monthly Bill or portion thereof by providing written notice of such dispute to ENE within such twenty (20) day period. The notice shall specify the reasons upon which the dispute is based. The dispute shall be addressed in accordance with the procedures set forth in Article 9. The Parties shall use good faith efforts to resolve any billing and payment disputes promptly. BIPCO shall pay any undisputed amounts within the twenty (20) day time period. Unless otherwise agreed, upon final determination of the ENE Monthly Bill amount, any necessary adjustments in such ENE Monthly Bill shall be made in the ENE Monthly Bill submitted in the month following such determination.

5.5 Adjustments. Any adjustment to the scope of services provided by ENE hereunder shall be discussed and agreed to by the Parties, and any incremental fees associated with those scope changes shall be agreed to prior to ENE delivering those additional services, including any services not directly described in this Agreement.

ARTICLE 6 – [Reserved]

.ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 Limitation of Liability. In no event shall either Party be liable to the other for any incidental, consequential, indirect, special or exemplary damages of any nature, including, but not limited to loss of profits, data, business or goodwill, whether or not foreseeable and even if the Party has been advised of the possibility of such damages, and regardless of the nature of the claim, including claims resulting from breach of this Agreement or default. In no event shall ENE or BIPCO be liable to the other for direct damages in excess of an amount equal to that which is payable by BIPCO to ENE under this Agreement during the calendar year in which the events giving rise to the claim took place.

7.2 Indemnification. (a) Each Party (the "Indemnifying Party") shall indemnify, hold harmless and defend the other Party, its members, affiliates, directors, officers, partners, agents and employees (an "Indemnified Party") from and against any and all Claims connected with or growing out of this Agreement, except to the extent caused by an act of gross negligence or willful misconduct by the person claiming entitlement to indemnification; provided, however, neither Party shall be required to indemnify against Claims arising from any worker's compensation laws or from operation of or travel in motor vehicles or other modes of public or private transport. Each Party hereto shall furnish the other Party with written notification after such Party becomes aware of any event or circumstances, or the threat thereof, (but in no event later than ten (10) days prior to the time any response is required by law) which might give rise to such indemnification.

(b) At the Indemnified Party's request, the Indemnifying Party shall defend any suit asserting a Claim covered by this indemnity and shall pay all costs and expenses (including reasonable attorneys' fees and expenses) that may be incurred, including all costs and reasonable expenses which may be incurred by the Indemnified Party, in enforcing this indemnity. The Indemnified Party may, at its own expense, retain separate counsel and participate in the defense of any such suit or action. The Indemnifying Party shall not compromise or settle a Claim hereunder without prior written consent of the Indemnified Party; provided, however, that in the event such consent is withheld, the liability of the Indemnifying Party shall be limited to the aggregate of the amount of the proposed compromise or settlement, the amount of reasonable counsel fees and expenses outstanding at the time the consent is withheld, and the amount of any outstanding claim not subject to such proposed compromise or settlement (together with the costs and expense associated with such outstanding claim). Thereafter, the Party withholding consent shall hold harmless and reimburse the Indemnifying Party, upon demand, for the amount of any additional liability, reasonable counsel fees and expenses incurred by the Indemnifying Party over and above the amounts described above after the time such consent shall have been withheld.

(c) To the extent one Party disputes its obligation to indemnify the other Party, it shall not be considered a breach of this Agreement until such time as such Party is determined to have the obligation to indemnify under this Article 7.2.

(d) Notwithstanding the foregoing provisions of this Article 7.2, each Party's obligation to indemnify and save harmless the other Party shall be subject to the limitations on liability contained in Article 7.1 of this Agreement. For purposes of this Agreement, the term "Claim" shall mean claims for any and all liabilities, damages, losses, claims, demands, judgments, costs, and expenses including, without limitation, any claim for personal injuries, death, property damage, violation of law or infringement of patent or trade secret, made by Third Parties. The term "Third Party" shall mean any party, person or entity that is not explicitly covered by the terms of this Article 7.

ARTICLE 8 - DEFAULT AND REMEDIES

A Party (the "Defaulting Party") shall be in default under this Agreement if it fails to perform or comply with any material obligation, term or provision of this Agreement applicable to it, including failure to make payment hereunder, and such failure continues for more than twenty (20) days after the Defaulting Party receives written notice of such default from the other Party (the "Non-defaulting Party"). The Defaulting Party shall have ten (10) days from the date on which it is notified in writing by the Non-defaulting Party that it is in default, in which to cure the default or commence substantive efforts to cure the default within a reasonable time ("Cure Period"). Any event of default may be waived at the Non-defaulting Party's option, provided that such waiver is set forth in a written instrument that has been executed by the Non-defaulting Party. Upon the failure of a Defaulting Party to cure any such default after notice thereof from the Non-defaulting Party and expiration of the Cure Period, then the Non-defaulting Party may immediately terminate this Agreement, with no further liability, except with regard to payment due and owing for services performed by ENE up to the date of such termination.

ARTICLE 9 - DISPUTE RESOLUTION

The dispute resolution procedures set forth in this Article 9 shall govern the resolution of any dispute, controversy or claim arising out of, under or relating to this Agreement ("Dispute") unless otherwise provided in this Agreement or mutually agreed to in writing by the Parties.

9.1 Informal Dispute Resolution. Any disputes between the Parties under this Agreement shall be referred to the senior executives of the Parties for resolution on an informal basis as promptly as practicable ("Informal Dispute Resolution"). In the event that the senior executives are unable to resolve the dispute within thirty (30) days, or such other period as the Parties may jointly agree upon ("Informal Dispute Resolution Period"), a Party may pursue all available legal remedies in a court of competent jurisdiction, or if agreed to in writing by both Parties, through binding arbitration as set forth in Article 9.2. The Parties shall not be required to engage in Informal Dispute Resolution with respect to disputes arising under Article 7 or pursuant to Article 8, and in such an event, a Party may immediately pursue all available legal remedies in a court of competent jurisdiction, or if agreed to by both Parties in writing, through binding arbitration as set forth in Article 9.2.

9.2 Resolution by Binding Arbitration. Any dispute that cannot be resolved in accordance with Article 9.1, may be resolved by binding arbitration, but only if agreed to in writing by both Parties within ten (10) days of conclusion of the Informal Dispute Resolution Period. If both Parties agree as set forth above to proceed with arbitration, the authorized representatives of the Parties shall confer within ten (10) days of a request by either Party to commence arbitration and shall attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished within twenty (20) days after receipt of such request, either Party may request the American Arbitration Association to nominate three potential arbitrators, each of whom; (1) shall have agreed to mediate the dispute, (2) shall not have been previously employed by either Party or their affiliates, (3) shall have at least eight (8) years' professional experience in energy-related transactions, and (4) shall be available to fulfill the responsibilities of arbitrator in a timely manner. Each Party shall be provided relevant information related to each potential arbitrator, including applicable fees; and each shall designate its first, second and third choices among the potential mediators, with the designated choice receiving four, three, and one point(s), respectively. In the event a Party fails to designate an order of choice, each potential arbitrator shall receive one point. The potential arbitrator receiving the most points shall be the arbitrator. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as the same may be in effect from time to time to the extent not in conflict with this Article 9.2. The validity, construction, and interpretation of the Parties' agreement to arbitrate, and all procedural aspects of the arbitration conducted pursuant hereto shall be decided by the arbitrator. In deciding the substance of the Parties' claims, the arbitrator shall refer to the governing law, shall permit and supervise the conduct of discovery among the Parties in accordance with the Federal Rules of Civil Procedure (unless otherwise agreed by the Parties in a particular arbitration), and shall have the authority to determine summarily any matter in dispute where there is no genuine issue of material fact and a Party is entitled to prevail as a matter of law. The arbitrator shall have no authority to award consequential, multiple, exemplary or punitive damages of any type under any

circumstances whether or not such damages may be available under state or federal law, or under the Commercial Arbitration Rules of the AAA, the Parties hereby waiving their rights, if any, to recover any such damages. The arbitration proceeding shall be conducted in Providence, Rhode Island, or in any other mutually agreed upon location and governed by Rhode Island law. To the fullest extent permitted by law, any arbitration proceeding and the arbitrator's award shall be maintained in confidence by the Parties, unless disclosure is required by the Rhode Island Public Utilities Commission, the Division of Public Utilities and Carriers, the Rural Utilities Service, or a court. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. It is agreed that the arbitrator shall not have the power to amend or to add to this Agreement.

ARTICLE 10 - FORCE MAJEURE

In the event that either Party should be delayed in, or prevented from performing or carrying out any of the Agreement, covenants and obligations under this Agreement by reason of Force Majeure, then, during the pendency of such Force Majeure but for no longer, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent of such Party's delay or inability to perform. No Party shall be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of any such delay or prevention from performing; provided, however, the pendency of such suspension will be of no greater scope and of no longer duration than is reasonably required by the Force Majeure, and the Party suffering such delay or prevention shall provide the other Party with written notice as soon as practicable after the occurrence of such event and shall take all reasonable efforts to mitigate the effects of such event of Force Majeure and to remove the cause(s) thereof. No Party shall be required by the forgoing provisions to settle a strike affecting it except when, according to its best judgment, such a settlement seems advisable.

For the purposes of this Agreement, "Force Majeure" shall mean any cause beyond the reasonable control of, and not the result of negligence, or the lack of due diligence of, the Party claiming suspension of performance as a result thereof. Neither economic harm to a Party nor the financial condition of a Party shall constitute Force Majeure hereunder. Force Majeure includes, without limitation, strike, stoppage in labor, riot, fire, flood, ice, invasion, civil war, commotion, insurrection, blockades, embargoes, sabotage, epidemics, explosions, acts of terrorism, military or usurped power, order of any court granted in any bona fide adverse legal proceeding or action (not brought by either Party), order of any civil, military or governmental authority (either *de facto* or *de jure* and including, without limitation, orders of governmental and administrative agencies which conflict with the terms of this Agreement), failure of any governmental authority to act (provided that such action has been timely requested and diligently pursued), and acts of God or public enemies.

ARTICLE 11 – ASSIGNMENT

This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and permitted assigns. Neither Party shall assign or transfer, in whole or in part, this Agreement without the prior written consent of the other Party.

ARTICLE 12 – GENERAL PROVISIONS

12.1 Waivers. No provision of this Agreement may be waived except by a written instrument signed by the Party against whom enforcement of the waiver is sought.

12.2 Notice. Any notice, demand, request, consent, approval, confirmation, communication, or statement which is required or permitted under this Agreement, shall be in writing, except as otherwise provided, and shall be given or delivered by personal service, facsimile, email, Federal Express or comparable overnight delivery service, or by deposit in any United States Post Office, postage prepaid, by registered or certified mail, addressed to the Party at the address set forth below. Changes in such address shall be made by notice similarly given.

Notices to ENE shall be sent to:

Energy New England LLC
100 Foxborough Boulevard
Suite 110
Foxborough, MA 02035
Attn: Timothy Hebert, Executive Vice President
Tel: 508-698-1219
Fax: 508-698-0222
Email: thebert@energynewengland.com

Notices to BIPCO shall be sent to:

Block Island Power Company
100 Ocean Avenue
Block Island, RI 02807
Attn: Howell Conant, COO
Tel: 401-466-5851
Fax: 401-466-5068
Email: admin@BIPCO.net

With copies to:

Katherine Merolla, Esq.
Merolla & Accetturo
469 Centerville Road, Suite 206
Warwick, RI 02886
Tel: 401-739-2900 x304
Fax: 401-739-2906

Email: KAMLAW2344@aol.com

Michael R. McElroy, Esq.
Schacht & McElroy
21 Dryden Lane
P.O. Box 6721
Providence, RI 02940-6721
Tel: 401-351-4100
Fax: 401-421-5696
Email: Michael@McElroyLawOffice.com

Notices shall be deemed to have been received, and shall be effective, upon receipt. Notices of changes of address by either Party shall be made in writing no later than ten (10) days prior to the effective date of such change; provided, however, that any failure hereof shall not be deemed an event of default or other grounds for termination of the Agreement.

12.3 Governing Law and Venue; Waiver of Jury Trial. All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of the State of Rhode Island. Each Party agrees to waive all rights to a trial by jury in the event of litigation to resolve any disputes hereunder. The Parties agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be a court of competent jurisdiction located in the State of Rhode Island, provided that such court has jurisdiction and the parties have not agreed to binding arbitration as provided in Article 9.2.

12.4 Headings Not to Affect Meaning. The descriptive headings used for the various Articles and sections herein have been inserted for convenience and reference only and shall in no way affect the meaning or interpretation, or modify or restrict any of the terms and provisions hereof.

12.5 No Consent to Violation of Law. Nothing contained herein shall be construed to constitute consent or acquiescence by either Party to any action of the other Party which violates the laws of the United States or any state or political subdivision thereof as those provisions may be amended, supplemented or superseded, or which violates any other law or regulation, or any order, judgment or decree of any court or governmental authority of competent jurisdiction.

12.8 Entire Agreement. This Agreement and the attached appendices constitute the entire agreement between the Parties and parol or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement.

12.9 Records and Audit. The Parties shall keep (or as necessary cause to be kept by their respective agents) for a period of at least three (3) years such records as may be needed to afford a clear history of the performance of their obligations pursuant to this Agreement. For any matters in dispute, the Parties shall keep the records related to such matters until the dispute is ended.

12.10 [Reserved]

12.11 Authority. Each Party represents that it has the full power and authority to enter into, and perform its respective obligations under this Agreement; that this Agreement represents a legal, valid and binding obligation of the Party; and that no governmental or other approvals or authorizations are required in order for the Party to enter into this Agreement or perform its respective obligations under this Agreement.

12.12 Amendment. This Agreement shall be amended or modified only by the mutual written agreement of both Parties hereto.

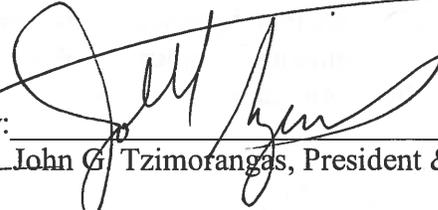
12.13 Severability. The terms of this Agreement shall be deemed severable so that if any term should be found illegal or unenforceable, the remaining terms shall nevertheless continue in full force and effect.

12.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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Signed and agreed to as of the date first written above.

ENERGY NEW ENGLAND LLC

By: 
John G. Tzimorangas, President & CEO

BLOCK ISLAND POWER COMPANY

By: 
Nancy Dodge, President

EXHIBIT A

CERTIFICATE AND CONFIRMATION OF AUTHORITY

Issued for the sole benefit of

[insert name and address of vendor]

I, Nancy Dodge, hereby certify that I am the President of Block Island Power Company ("BIPCO"); a corporation organized under the laws of the State of Rhode Island and that I am authorized to issue this Certificate. I further certify that:

A. BIPCO has entered into a certain agreement dated as of January 4, 2017 entitled "Energy Portfolio Management and Power Supply Consulting Service Agreement". Said agreement, as same may in the future be amended, is hereinafter collectively referred to as the "Agreement."

B. BIPCO had full power and authority to enter into the Agreement, has full power and authority to perform its obligations under the Agreement, including the delegation to ENE of authority to act as BIPCO's agent in connection with the negotiation of electric energy related product purchase and sale contracts and related obligations; and the Agreement represents a legal, valid and binding obligation of BIPCO enforceable by and against BIPCO in accordance with its terms.

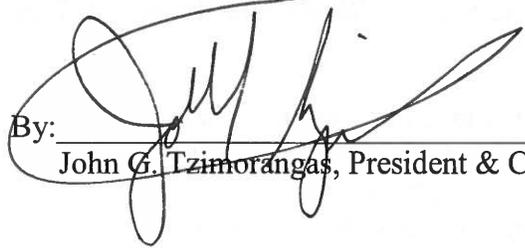
C. The Agreement, which is in full force and effect as of this date, authorizes ENE to provide various services to BIPCO, including but not limited to acting as agent for BIPCO in the procurement of electric energy and related products from third party energy vendors by entering into one or a series of contracts within the scope of ENE's authority as more particularly described and limited in the Agreement.

D. ENE has full power and authority under the Agreement to execute and deliver such additional documentation as ENE shall deem necessary, proper or expedient in connection with its execution of Transactions on behalf of BIPCO.

E. BIPCO will be bound by all of the terms and provisions of all electric energy purchase contracts entered into by ENE on BIPCO's behalf that are consistent with the requirements and limitations contained in the Agreement.

In connection with the negotiation, execution and implementation of electric energy and related product purchase contracts for BIPCO, all third party energy vendors may, unless notified to the contrary in writing by BIPCO, rely without the requirement of further inquiry or additional confirmation from BIPCO upon the representations of ENE that: (i) the Agreement remain in full force and effect, (ii) ENE continues to be empowered to act as agent for and on behalf of BIPCO pursuant to the Agreement, and (iii) ENE is acting within the scope of its authority as agent for BIPCO in entering into the particular electric energy purchase agreement.

ENERGY NEW ENGLAND LLC _____

By:  _____
John G. Tzimoragas, President & CEO

BLOCK ISLAND POWER COMPANY

By:  _____
Nancy Dodge, President

EXHIBIT B

Block Island Power Company

Hourly Rates for Out of Scope Services

Single Hourly Rates By Position - 2017

<u>Title</u>	<u>Single Hourly Rate</u>
President & CEO	\$300
Executive Vice President	\$250
Senior Director	\$200
Manager	\$175
Senior Analyst	\$150
Analyst	\$125
Administrative Support	\$95

Note: Rates subject to 2% annual escalation each January 1, starting January 1, 2018.

Appendix E – ATTESTATION
Rhode Island Renewable Energy Resources Eligibility Form

This attestation is filed pursuant to the Renewable Energy Act §39-26-1 et. Seq. of the General Laws of Rhode Island and Section 2.5(C) of the RIPUC's Regulations Governing the Implementation of the Renewable Energy Standard and is required of all Applicants Located in a Control Area Adjacent to NEPOOL.

Block Island Utility District with its principal office in **Block Island, RI** attest to the State of Rhode Island Public Utilities Commission that **BIUD - BIUD Solar Aggregation NON153339 Certification #RI-XXXX-XXX** New Renewable Generation Attributes used for compliance with the Rhode Island Renewable Energy Act during the previous Compliance Year, i.e., Year **2020** have not otherwise been, nor will be, sold, retired, claimed or represented as part of the electrical energy output or sales, or used to satisfy obligations in jurisdictions other than the State of Rhode Island.

The foregoing statements made by me are true and correct.

Block Island Utility District

By: **Jeffery M Wright** **President/CEO**

Signature: _____

Date: _____

