

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: PETITION OF
SOLAR BREAKERS LLC
TO ESTABLISH PRIVATE
RAIL CROSSINGS

Docket No. 5187

AMENDED PETITION TO ESTABLISH RAILROAD CROSSINGS

Now comes the Petitioner, Solar Breakers LLC, and petitions the Public Utilities Commission (the "Commission") for permission to cross railroad tracks operated by Newport and Narragansett Bay Railroad Co. (hereinafter, "N&NBRR") along a Rhode Island Department of Transportation (hereinafter, "RIDOT") owned Right of Way running west of and parallel to Burma Road in the Towns of Middletown and Portsmouth, Rhode Island, via three permanent, private at-grade crossings (each, individually a "Crossing" and collectively, the "Crossings") and to construct thereupon certain improvements necessary to cross said track, as well as other improvements incidental thereto, all as depicted on plans entitled "BURMA ROAD AND GREEN LANE RAILROAD CROSSINGS MIDDLETOWN & PORTSMOUTH RHODE ISLAND" prepared by Northeast Engineers & Consultants, Inc. (hereinafter, the "Plans", copies of which are attached hereto as **Exhibit A**).

As grounds for this petition, Petitioner states as follows:

1. Pursuant to R.I. Gen. Laws § 39-8-1.3, power to grant the establishment of a private railroad crossing is vested in the Commission.
2. Petitioner has entered into a lease with the United States Navy (the "Navy") to construct a photovoltaic solar project (the "Solar Project") on an area of land owned by Naval Station Newport known as Tank Farm 4 located in the Town of Portsmouth, Rhode Island.

3. The Solar Project will interconnect with the electrical distribution system on the west side of Burma Road, opposite Greene Lane, in the Town of Middletown.
4. RIDOT owns the strip of land (the “**RIDOT ROW**”) where the Crossings and subject railroad tracks operated by N&NBRR (the “**Tracks**”) are located.
5. The Tracks are not utilized for passenger or freight rail service, and are presently only used for pedal-powered rail bikes available for rent by those looking to explore the Tracks.
6. The Navy owns the land on the east and west of the RIDOT ROW, and also owns the overhead electrical lines that cross from the east side of Burma Road, running north to Carr Point along the west side of the Tracks on a string of utility poles (the “**Navy-Owned Utility Infrastructure**”)
7. The Navy-Owned Utility Infrastructure is in disrepair, and an access road running beneath said utility lines is overgrown.
8. Petitioner has entered into an agreement (the “**Utility Pole Agreement**”) with the Navy to refurbish and replace, as necessary, the Navy-Owned Utility Infrastructure, and to install a new, secondary electrical circuit above the existing wires to service the Solar Project and carry electricity from the Solar Project to its point of interconnection with the electrical distribution system near Greene Lane. A copy of the Utility Pole Agreement, which is recorded in the land evidence records of the Town of Middletown in Book 1716, at Page 1, and in the land evidence records of the Town of Portsmouth in Book 2056, Page 271, is included with this Petition as **Exhibit B**.
9. In order to perform its obligations under the Utility Pole Agreement and with respect to the Solar Project, Petitioner’s construction and maintenance vehicles must cross the Tracks from Burma Road.

10. Currently, the Navy-Owned Utility Infrastructure can be accessed through an existing crossing at the entrance to the Navy's Carr Point Recreation Area (the "**Existing Crossing**"), however, utilizing the Existing Crossing to access the Navy-Owned Utility Infrastructure would necessitate the building of bridges to thereafter cross three unnamed streams that run below the Tracks, an approach that would be both unnecessary and environmentally disruptive.
11. Petitioner has obtained all necessary approvals from the Rhode Island Coastal Resources Management Council (the "**CRMC**"), RIDOT, and the Navy to construct the Crossings and perform the work required under the Utility Pole Agreement, with the exception of a Physical Alteration Permit from RIDOT (which such permit was applied for on May 10, 2021, a copy of said application is included herewith as **Exhibit C**, hereinafter, the "**PAP Permit Application**").
12. The Town of Portsmouth and the Town of Middletown are aware of the proposed Crossings, as evidenced by the materials submitted with the PAP Permit Application.
13. The Petitioner and N&NBRR have entered into a Memorandum of Understanding pertaining to the Crossings, a copy of which is annexed hereto as **Exhibit D**.
14. As set forth in the PAP Permit Application and on the Plans, the Crossings are intended to have a gravel surface, with a small section of pavement at the rails and along a particularly steep slope from Burma Road at one of the Crossings. Where ditches are present at the proposed Crossings, the Petitioner intends to install culverts, and where guard rails are present at the proposed Crossings, the Petitioner intends to remove portions of the same and install end sections on the guard rails as necessary and appropriate.

15. These private Crossings are not expected to be utilized for any purpose other than initial construction and then maintenance, as required. As such, they are not expected to be heavily trafficked.

16. Petitioner submits that the grant of this petition is in the public interest and in accordance with law and regulatory policy.

WHEREFORE your petitioner prays that the petition to allow the Crossings of the Tracks in the form and manner as depicted on the Plans attached hereto be granted.

SOLAR BREAKERS LLC

By their attorneys,



Jon M. Restivo, Esq. (#8917)

Thomas Carlotto, Esq. (#6088)

DarrowEverett LLP

One Turks Head Place, 12th Floor

Providence, RI 02903

Phone: (401) 453-1200

Facsimile: (401) 453-1201

Email: JRestivo@darroverett.com

Email: Tcarlotto@darroverett.com

EXHIBIT A

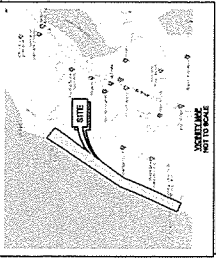
PLANS

NORTHEAST ENGINEERS & CONSULTANTS, INC.



SITE/CIVIL
LAND PLANNING
WATERFRONT
SURVEYING
GEOTECHNICAL
ENVIRONMENTAL
TRANSPORTATION
STRUCTURAL
MATERIALS TESTING

A KNOWLEDGE CORPORATION
9 VALLEY ROAD MIDDLETOWN RHODE ISLAND 02842
PHONE (603) 846-8310 FAX (603) 846-4188
WWW.NORTHEASTENGINEERS.COM



No.	PROJECT DESCRIPTION	DATE	AGE
1	PERMITTING		

Designed By: JAR Checked By: GCE
Drawn By: T-2007 Date: 07/14/21
Project Title: BURMA ROAD & GREEN LANE RAILROAD CROSSINGS MIDDLETOWN & PORTSMOUTH RHODE ISLAND

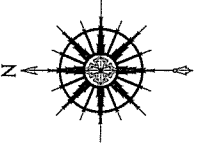
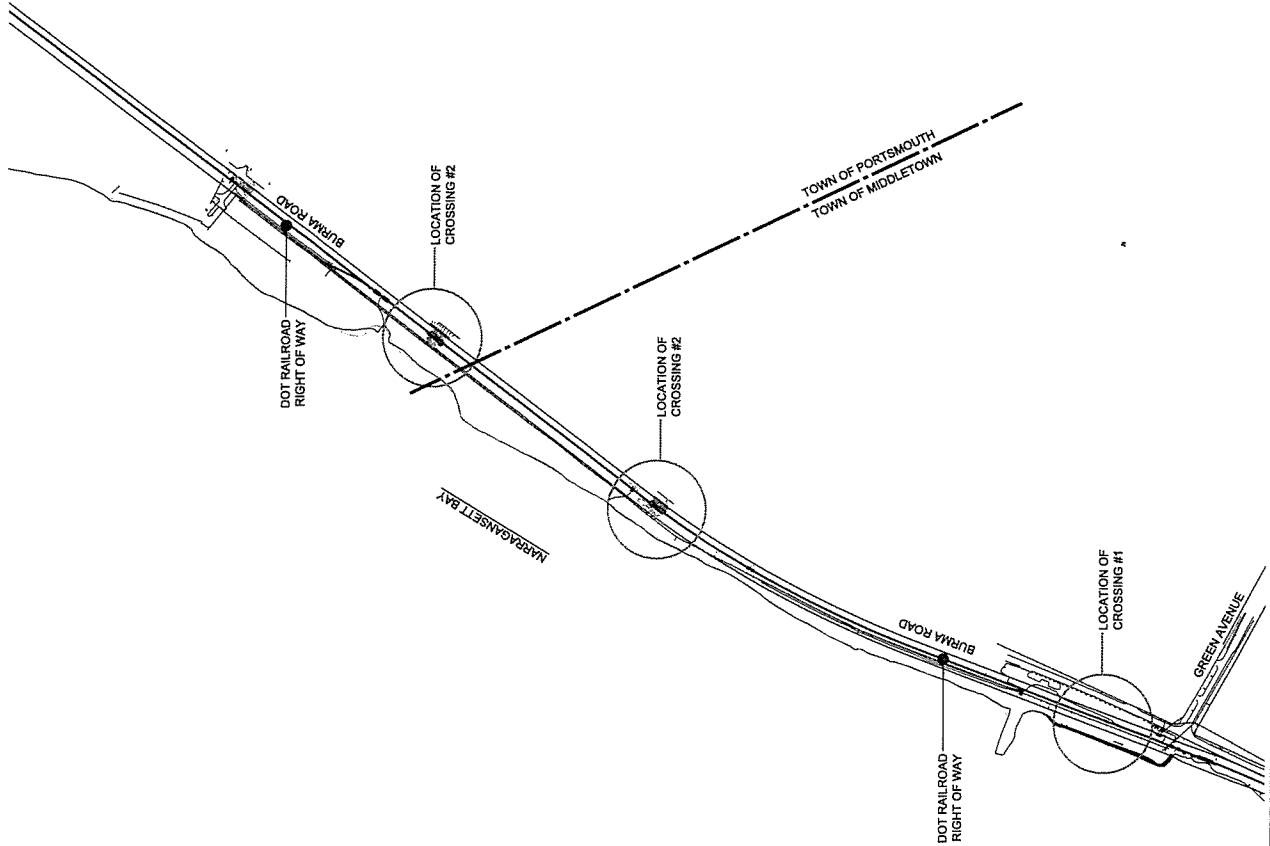
Client/Owner: SOLAR BREAKERS, LLC
400 MARKET INDUSTRIAL PARK, SUITE 32
WATFORDS FALLS, NY 12880

Issue For: PERMITTING

Drawing Title: RAILROAD CROSSING LOCATION PLAN

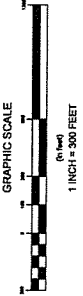
Drawing Number:	C-1
Sheet 1 of 3	
Project Number:	20060.0
Survey Index:	13 - 101 - 20

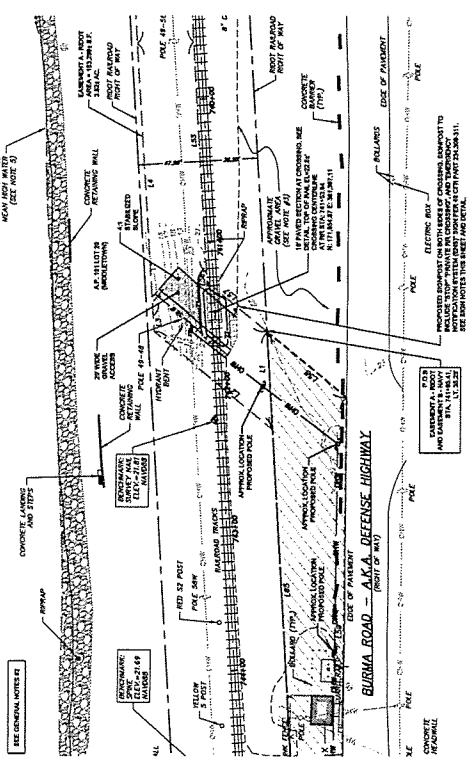
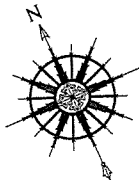
THIS DRAWING IS THE PROPERTY OF NORTHEAST ENGINEERS & CONSULTANTS, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE EXPRESS AUTHORIZATION OF THE COMPANY.



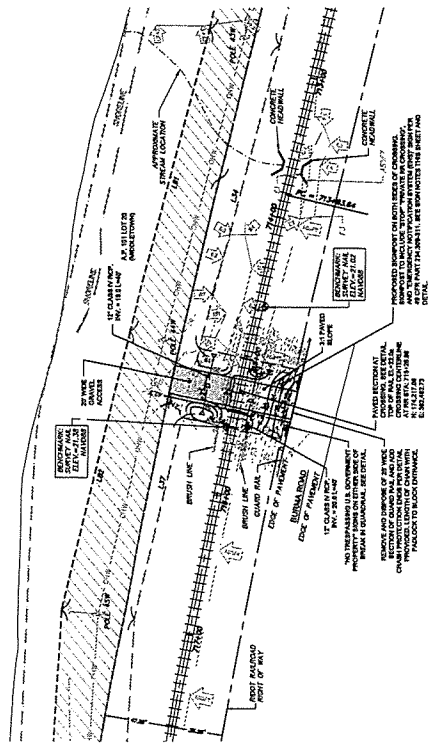
SEE GENERAL NOTES #2

- GENERAL NOTES:**
1. ALL DIMENSIONS ARE TO THE FACE OF THE FIELD SURVEY BY THE SURVEYOR.
 2. NORTH ARROW BASED ON PLUMB OBSERVATION BASED ON SURVEYING INSTRUMENTS AT 7:00 AM, 8:15 AM AND 9:00 AM, 8:00 AM, 8:15 AM AND 9:00 AM.
 3. UNPAVED LAND TRACED FROM AERIAL PHOTOGRAPHY, NOT A PRODUCT OF FIELD SURVEY.
 4. RAILROAD CENTERLINE EXTENDED FROM NORTH FROM INTERSECTION L.
 5. ALL DIMENSIONS ARE TO THE FACE OF THE FIELD SURVEY BY THE SURVEYOR.
 6. THE WORK SHOWN ON THESE PLANS REQUIRES A CIVIL ENGINEER PERMIT.

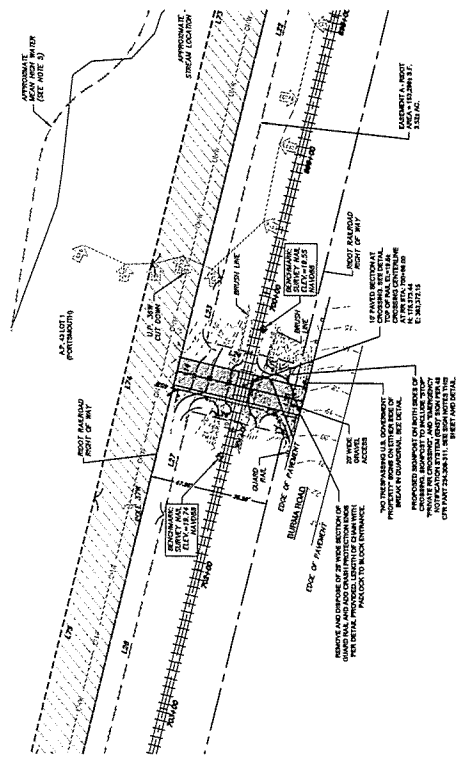




PROPOSED RAILWAY CROSSING 1
SCALE 1" = 40'



PROPOSED RAILWAY CROSSING 2
SCALE 1" = 40'



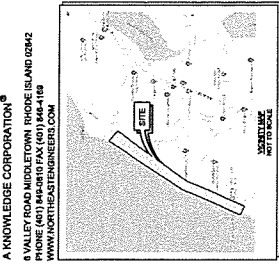
PROPOSED RAILWAY CROSSING 3
SCALE 1" = 40'

NORTHEAST ENGINEERS & CONSULTANTS, INC.

NEC

SITE/CIVIL
LAND PLANNING
WATERFRONT
SURVEYING
GEOTECHNICAL
ENVIRONMENTAL
TRANSPORTATION
STRUCTURAL
MATERIALS TESTING

A KNOWLEDGE CORPORATION
9 VALLEY ROAD MIDDLETOWN RHODE ISLAND 02842
PHONE (401) 848-0810 FAX (401) 848-1158
WWW.NORTHEASTENGINEERS.COM



NO.	DATE	DESCRIPTION
1	1/20/22	ISSUE FOR PERMITTING
2	1/20/22	ISSUE FOR PERMITTING
3	1/20/22	ISSUE FOR PERMITTING
4	1/20/22	ISSUE FOR PERMITTING
5	1/20/22	ISSUE FOR PERMITTING
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19	1/20/22	ISSUE FOR PERMITTING
20	1/20/22	ISSUE FOR PERMITTING

**BURMA ROAD & GREEN LANE
RAILROAD CROSSINGS**
MIDDLETOWN & PORTSMOUTH
RHODE ISLAND

Client: SOLAR BREAKERS, LLC
400 MARKET INDUSTRIAL PARK, SUITE 32
WAPPINGERS FALLS, NY 12590

Project Title: PERMITTING

PROPOSED CROSSINGS

Drawing Number: C-2

Sheet: 2 of 3

Project Number: 20060.0

Survey/Scale: 13 - 101 - 20

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF NORTHEAST ENGINEERS & CONSULTANTS, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF NORTHEAST ENGINEERS & CONSULTANTS, INC.

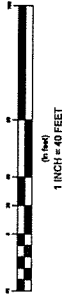


EXHIBIT B

UTILITY POLE AGREEMENT

(Portsmouth)

(Middletown)

AO-_____

All correspondence pertaining to this agreement should make reference to N40085-17-RP-0078

UTILITY POLE AGREEMENT

This Utility Pole Agreement (hereinafter called the "Agreement") made this 28th day of Nov, 2021, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Navy (hereinafter called the "Government") and SOLAR BREAKERS LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company");

WHEREAS, the "Government" now owns or may hereafter own certain utility poles and structures at the Naval Station Newport in Middletown and Portsmouth, Rhode Island (hereinafter called the "Station");

WHEREAS, the "Government" and the "Company" are parties to a lease agreement (the "Lease") dated April 23, 2018 (U.S. Navy Identification Number N40085-17-RP-0078), as amended, for certain land at the "Station" (hereinafter called the "Leased Premises");

WHEREAS, the "Company" intends to install and operate one or more ground mounted solar photovoltaic systems and related equipment on the "Leased Premises" (hereinafter called the "Project");

WHEREAS, in furtherance of the "Project", the "Company" intends to remove certain existing utility poles at the Station and install new utility poles and structures on behalf of and at the request of the "Government"; and

WHEREAS, the "Company" desires from time to time to use said poles and structures and portions of the "Station, and the "Government" has determined that it will be in the public interest to authorize such use upon the terms and conditions hereinafter set forth,

THEREFORE, IT IS AGREED AS FOLLOWS:

1. AUTHORIZED USE.

a. USE OF PORTIONS OF THE "STATION". The "Company" may, for the term of the "Lease", remove, attach, erect, place, replace, upgrade, maintain and utilize those Government-owned utility poles and structures and/or attach, erect, place, replace, upgrade, maintain and utilize new poles and structures all of which will be located on, under, above, or over portions of the Station particularly described in Exhibit "A1" (Easement Surveys) and Exhibit "A2" (Legal Descriptions), attached hereto and

made part hereof, for the operation, removal, attachment, placement, replacement, erection, upgrade, maintenance and use of utility equipment apparatus and facilities particularly described in Exhibit "B," attached hereto and made part hereof.

b. INSTALLATION OF UTILITY FACILITIES. The "Government" hereby authorizes the "Company" to remove the existing utility poles and related utility equipment and facilities and replace the utility poles and any utility equipment and facilities necessary for the "Project". Upon the installation of any new utility pole, the same shall automatically become the property of "Government". In addition, at the end of the term of the "Lease", any utility equipment and facilities left by "Company" shall automatically become the property of "Government".

2. TERMINATION. The "Government" and "Company" acknowledge and agree that the rights granted pursuant to this "Agreement" are necessary for the "Project" contemplated by the "Lease". Consequently, this "Agreement" shall remain in effect unless and until the "Lease" is terminated or expires as set forth therein, subject to any removal periods set forth in the "Lease". Except as otherwise set forth herein, in the event that either party shall default on any term, condition or obligation of this "Agreement", either party may take any and all action authorized or permitted in the "Lease" to address such a default and utilize any and all of the remedies available in the "Lease".

3. USE CHARGES. The "Company" shall pay the "Government" for the use authorized herein a single payment of ELEVEN HUNDRED FIFTY-FIVE AND 00/100 DOLLARS (\$1,155.00). All payments to the "Government" under this "Agreement" shall be made, to pay.gov and made payable to "Treasurer of the United States," citing Contract Number N40085-17-RP-0078. Said payments to be made within thirty (30) days of the date of this "Agreement" and prior to the "Company" exercising any rights hereunder. In the event of termination of any use authorized herein in whole or in part the charges relating thereto shall be prorated. Notwithstanding any other provisions of this "Agreement", unless paid within thirty (30) days all amounts that become payable by the "Company" to the "Government" under this "Agreement", net of any applicable tax credit under the Internal Revenue Code, shall bear interest from the date due until paid, and shall be subject to adjustments as provided by Part 6 of Appendix E of the Armed Services Procurement Regulations, as in effect on the date of this "Agreement". The interest rate per annum shall be the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board, as of the date the amount becomes due as herein provided.

4. ACCESS. The "Company", its agents, servants, contractors or other authorized representatives shall be afforded ingress and egress over "Government" property for the purpose of accessing the utility poles and structures, performing removal, erection, replacement, maintenance or any other operations relating to the utility poles and structures (including but not limited to laydown areas) or otherwise enjoying the benefits of the use authorized herein, subject, however, to such rules, regulations and orders as

are or may be prescribed by the Commanding Officer of the "Station" or other duly authorized "Government" official.

5. ATTACHMENTS. All apparatus, equipment and facilities installed, attached, placed or erected by the "Company" hereunder shall be so installed, attached, placed or erected and operated and maintained by the "Company" in accordance with its regular practices, and such work has been approved by the Commanding Officer of the "Station" or his duly authorized representatives pursuant to a future Modification to Lease N40085-17-RP-00078 between the "Government" and "Company" providing Notice to Proceed. All the expenses connected with the installation, attachment, placement, erection, operation or maintenance by the "Company" of such apparatus, equipment and facilities shall be borne by the "Company".

6. REMOVAL. Upon termination or expiration of the use authorized herein in whole or in part the "Company" shall, within thirty (30) days after such termination, remove all Company-owned apparatus, equipment and facilities involved in such terminated use and shall promptly restore any "Government" property connected therewith to its former condition. In the event the "Company" shall fail to remove as aforesaid, all apparatus, equipment and facilities involved in such terminated use shall be deemed to have been abandoned by the "Company" and the "Company" shall reimburse the "Government" for the cost, if any, incurred by the "Government" in effecting removal or otherwise restoring its property to its former condition. Notwithstanding the foregoing, "Company" shall have no obligation to operate, maintain or remove or pay for the operation, maintenance or removal of the "Government" owned utility poles or utility facilities after the termination of this "Agreement".

7. LIABILITY AND INDEMNIFICATION.

a. The "Company" hereby assumes liability for loss of or damage to "Government" property resulting from or arising out of the "Company's" exercise of the use authorized herein. Any such property so lost or damaged shall be promptly replaced, repaired or restored by the "Company" to as good condition as it was before such loss or damage occurred, provided that the "Company" may at its option in lieu of such replacement, repair or restoration, reimburse the "Government" for the cost of any such work in an amount to be determined by the "Government".

b. The "Company" shall indemnify and save harmless the "Government", its officers, agents, servants, and employees from all liability under the Federal Tort Claims Act (62 STAT 869, 982; 28 U.S.C. 2671, 2680) or otherwise, for death of or injury to all persons, or loss of or damage to the property of all persons resulting from or arising out of the use authorized herein.

8. ASSIGNABILITY. This "Agreement" may only be assigned in accordance with Section 5 of the "Lease", as amended.

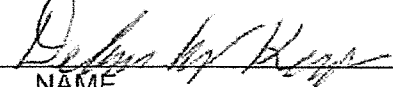
and thereafter duly recorded in the official real property records of the applicable municipality.

15. SEVERABILITY. If any term, provision, condition or covenant of this "Agreement" or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this "Agreement", or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

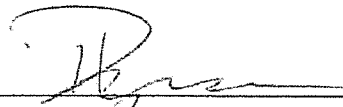
16. COUNTERPARTS. This "Agreement" may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this "Agreement" to physically form one document. PDF or facsimile counterparts shall be deemed originals.

IN WITNESS WHEREOF, the "Government" and the "Company" have caused this "Agreement" to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA

By: 
NAME
Real Estate Contracting Officer
Naval Facilities Engineering Command Washington

SOLAR BREAKERS LLC

By: 
Name: Timothy M. Ryan
Title: Director

STATE OF Virginia
COUNTY OF Fairfax

Bk# 2056 Pg# 276
INST# 00002424

Personally appeared before me, Sayed Habib, Notary Public, Debra K. Kemp, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is the representative of the **UNITED STATES OF AMERICA**, acting by and through the Secretary of the Navy, and that he/she is authorized to execute this instrument as on behalf of said UNITED STATES OF AMERICA.

WITNESS my hand, at office, this 28 day of April, 2021.



Sayed Habib
Notary Public
06/30/2021
My Commission Expires

STATE OF Maryland
COUNTY OF Baltimore

Personally appeared before me, Danielle C. O'Brennan Notary Public, Timothy M. Ryan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is a Director of **SOLAR BREAKERS LLC**, a Delaware limited liability company, and that he/she is authorized to execute this instrument as on behalf of said company.

WITNESS my hand, at office, this 27 day of April, 2021.

DANIELLE C. O'BRENNAN
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires 03-25-2024

Danielle C. O'Brien
Notary Public
03/25/2024
My Commission Expires

Exhibit A-1

Survey of Easement Areas

[See following pages – survey]

Bk# 2056 Pg# 277
INST# 00002424



NORTHEAST ENGINEERS & CONSULTANTS, INC.

ZERON

LAND PLANNING
 WATERWORKS
 SURVEYING
 ESTIMATION
 ENVIRONMENTAL
 ROADS/HAZARDOUS
 SITE/SUBDIVISION

1400 W. 10TH AVENUE
 SUITE 200
 DENVER, CO 80202
 (303) 733-1100
 WWW.NEENGINEERS.COM

A REGISTERED CORPORATION

**BURMA ROAD/
 GREEN LANE
 RIDOT AND NAVY
 EASEMENTS PLAN**

PROJECT NO. 13-101-20

DATE: 06/15/10

SCALE: 1" = 40' FEET

PROJECT LOCATION: BURMA ROAD AND GREEN LANE, DENVER, CO

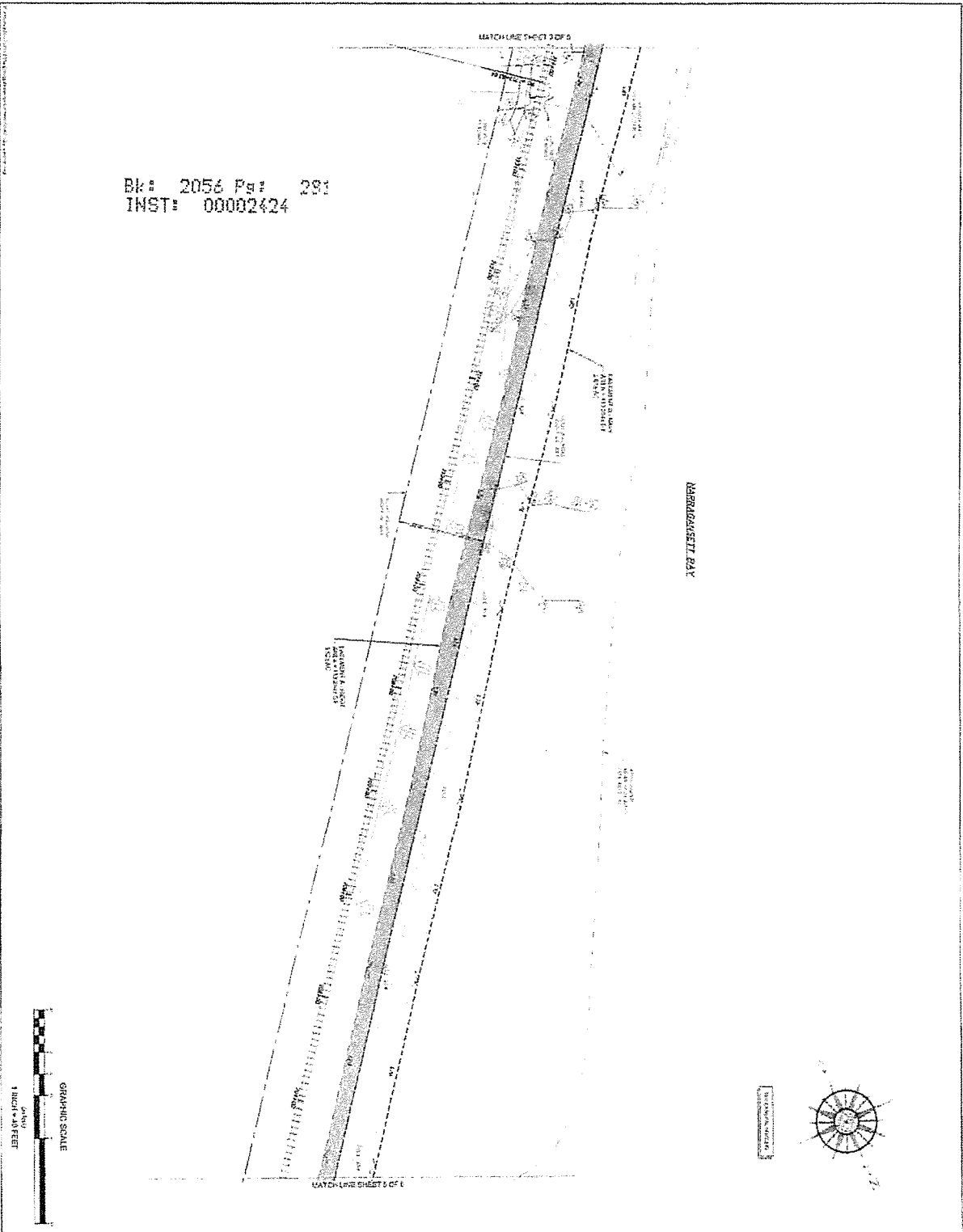
PROJECT OWNER: RIDOT AND NAVY

PROJECT ENGINEER: [Name]

PROJECT SURVEYOR: [Name]

PROJECT CHECKER: [Name]

PROJECT APPROVER: [Name]



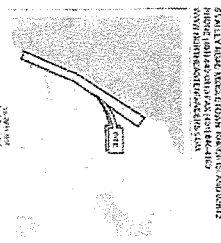
Revised (1) Page 29 of 29

NORTHEAST ENGINEERS & CONSULTANTS, INC.

1000 EAST 10TH AVENUE
 SUITE 100
 DENVER, COLORADO 80218
 (303) 733-1100
 WWW.NEENET.COM

A HINGEPOINT CORPORATION

QUALITY THROUGH INTEGRATION
 PROJECT MANAGEMENT
 ARCHITECTURE
 ENGINEERING
 SURVEYING
 ENVIRONMENTAL SCIENCE



NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR PERMITS	10/13/10	JL	ML
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19	ISSUED FOR PERMITS	10/13/10	JL	ML
20	ISSUED FOR PERMITS	10/13/10	JL	ML

**BURMA ROAD/
 GREENE LANE**
 SUBSIDIARY IMPROVEMENTS

EXISTING EASEMENTS, ETC.
 AND VARIATIONS THEREON

**RIDOT AND NAVY
 EASEMENTS PLAN**

Scale: L-2
 Date: 4/1/10
 Drawing No: 200910
 Sheet: 13 of 20

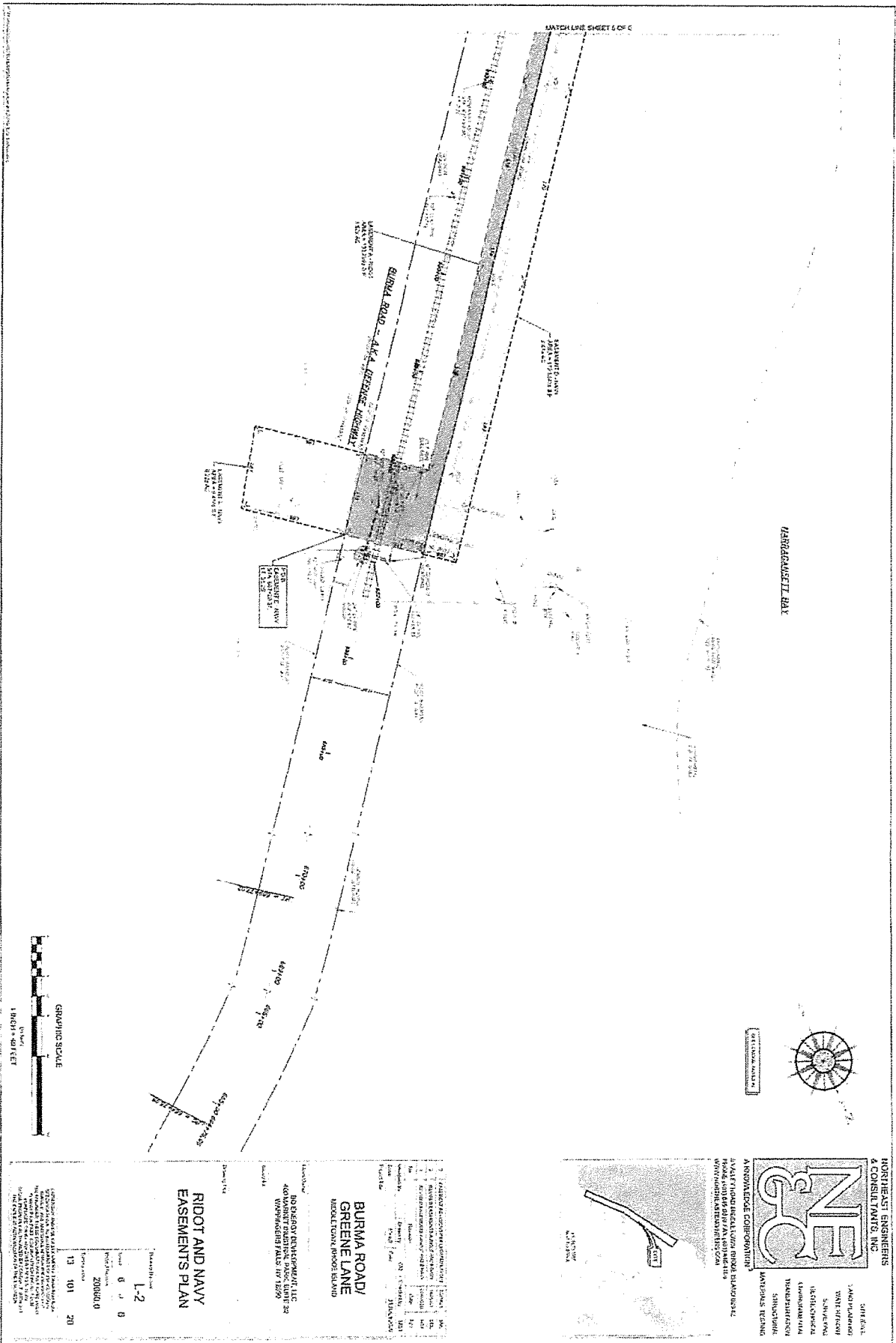


Exhibit 14 Page 27 of 28

Exhibit A-2

Easement Areas

Defense Highway (a.k.a. Burma Road)
Middletown and Portsmouth, Rhode Island

[See following pages – legal descriptions]

Blk# 2056 Pg# 284
INST: 00002424

Easement B
Navy
Burma Road (a.k.a. Defense Highway)
Middletown, Rhode Island

Bk#: 2056 Pg#: 285
INST#: 00002424

EASEMENT B - NAVY:

That certain tract or parcel of land with all buildings and improvements thereon at the westerly line of Burma Road a.k.a. Defense Highway in the Town of Middletown, County of Newport and State of Rhode Island, bounded and described as follows:

Beginning at a point at Station 741+65.41, left 35.25' on the easterly line of the RIDOT Railroad Right of Way, as shown on a plat "Railroad Plat No.1" on file with RIDOT Plan Section, and within A.P. 101, Lot 20;

Thence running S26°09'39"E, for a distance of Seventy-one and ninety-two hundredths (71.92) feet to a point on the westerly edge of pavement of Burma Road (a. k. a Defense Highway);

Thence running S24°27'36"W, along the westerly edge of pavement of Burma Road (a. k. a Defense Highway), for a distance of Two hundred ninety-eight and thirty-one hundredths (298.31) feet to a point;

Thence running S25°21'25"W, along the westerly edge of pavement of Burma Road (a. k. a Defense Highway), for a distance of Thirty-eight and sixty-seven hundredths (38.67) feet to a point;

Thence running S25°23'54"W, along the westerly edge of pavement of Burma Road (a. k. a Defense Highway), for a distance of Two hundred sixty-one and eighty-five hundredths (261.85) feet to a point;

Thence running N61°11'52"W for a distance of Four and seventy-two hundredths (4.72) feet to a point;

Thence running N21°27'37"E, on the easterly line of the RIDOT Railroad Right of Way, for a distance of Seventy-six and fifty hundredths (76.50) feet to a point;

Thence running N19°09'53"E, on the easterly line of the RIDOT Railroad Right of Way, for a distance of One hundred seventy-six and thirty-seven hundredths (176.37) feet to a point;

Thence running N20°42'29"E, on the easterly line of the RIDOT Railroad Right of Way, for a distance of Three hundred ninety-two and eighty-nine hundredths (392.89) feet to a point, at Station 741+65.41, left 35.25', which is the point or place of beginning.

Said easement contains 19.460± square feet.

Easement C
Navy
Burma Road (a.k.a. Defense Highway)
Middletown, Rhode Island

EASEMENT C - NAVY:

Bk: 2056 Pg: 286
INST: 00002424

That certain tract or parcel of land with all buildings and improvements thereon at the westerly line of Burma Road a.k.a. Defense Highway in the Town of Middletown, County of Newport and State of Rhode Island, bounded and described as follows:

Beginning at a point at Station 727+07.28, right 47.25' on the westerly line of the RIDOT Railroad Right of Way, as shown on a plat "Railroad Plat No. 1" on file with RIDOT Plan Section, and within A.P. 101, Lot 20;

Thence running S26°21'38"W for a distance of Fifty-three and ninety-five hundredths (53.95) feet to a point;

Thence running S21°16'40"W for a distance Fifty-one and fifty-six hundredths (51.56) feet to a point on the on the westerly line of the RIDOT Railroad Right of Way.

Thence running northerly along a curve to the right, on the westerly line of the RIDOT Railroad Right of Way, having a radius of Five thousand seven hundred seventy-six and ninety hundredths (5776.90) feet, a length of One hundred five and forty-one hundredths (105.41) feet, a delta of 01°02'44", a chord direction of N23°52'36"E and a chord of One hundred five and forty hundredths (105.40) feet to a point at Station 727+07.28, right 47.25', which is the point or place of beginning.

Said easement contains 106± square feet.

**Easement D
Navy
Burma Road (a.k.a. Defense Highway)
Middletown and Portsmouth, Rhode Island**

EASEMENT D - NAVY:

Bk# 2056 Pg# 287
INST# 00002424

That certain tract or parcel of land with all buildings and improvements thereon at the westerly line of Burma Road a.k.a. Defense Highway in the Towns of Middletown and Portsmouth, County of Newport and State of Rhode Island, bounded and described as follows:

Beginning at a point at Station 722+07.16, right 47.25' on the westerly line of the RIDOT Railroad Right of Way, as shown on a plat "Railroad Plat No.1" on file with RIDOT Plan Section, and within A.P. 101, Lot 20;

Thence running northerly along a curve to the right, on the westerly line of the RIDOT Railroad Right of Way, having a radius of Five thousand seven hundred seventy-six and ninety hundredths (5776.90) feet, a length of Eight hundred thirty and thirty-two hundredths (830.32) feet, a delta of 08°14'07", a chord direction of N33°31'05"E and a chord of Eight hundred twenty-nine and six hundredths (829.06) feet to a point;

Thence running N37°38'09"E, on the westerly line of the RIDOT Railroad Right of Way, for a distance of Two thousand six hundred sixty-four and six hundredths (2664.06) feet to a point;

Thence running N51°49'01"W for a distance of Thirty-four and fifty-seven hundredths (34.57) feet to a point;

Thence running S37°52'02"W for a distance of Two hundred ninety and forty-seven hundredths (290.47) feet to a point;

Thence running S37°20'46"W for a distance of One hundred ninety-nine and twenty-eight hundredths (199.28) feet to a point;

Thence running S37°42'48"W for a distance of Two hundred eighteen and five hundredths (218.05) feet to a point;

Thence running S37°36'20"W for a distance of Two hundred ten and sixty-four hundredths (210.64) feet to a point;

Thence running S37°41'18"W for a distance of Three hundred sixty and seventy-seven hundredths (360.77) feet to a point;

Thence running S37°29'43"W for a distance of One hundred sixty-nine and fifty-five hundredths (169.55) feet to a point;

Thence running S37°46'03"W for a distance of One hundred eighty-eight and thirty-six hundredths (188.36) feet to a point;

Thence running S37°35'07"W for a distance of One hundred seventy-eight and seventy five hundredths (178.75) feet to a point;

Thence running S37°53'39"W for a distance of One hundred seventy-seven and nineteen hundredths (177.19) feet to a point;

Thence running S36°23'22"W for a distance of One hundred eighty-two and forty hundredths (182.40) feet to a point;

Thence running S38°36'35"W for a distance of One hundred ninety-five and thirty-one hundredths (195.31) feet to a point;

Thence running S36°33'10"W for a distance of One hundred ninety-three and forty-seven hundredths (193.47) feet to a point;

Thence running S38°37'07"W for a distance of Two hundred eighteen and eighty-two hundredths (218.82) feet to a point;

Thence running S37°13'35"W for a distance of Two hundred and forty-five hundredths (200.45) feet to a point;

Thence running S27°22'51"W for a distance of Two hundred twenty-four and ninety-four hundredths (224.94) feet to a point;

Thence running S27°09'35"W for a distance of Two hundred thirty and nine hundredths (230.09) feet to a point;

Thence running S26°49'57"W for a distance of Sixty-one and ninety-eight hundredths (61.98) feet to a point, at Station 722+07.16, right 47.25', on the westerly line of the RIDOT Railroad Right of Way, which is the point or place of beginning.

Said easement contains 113,993± square feet.

Easement E
Navy
Burma Road (a.k.a. Defense Highway)
Portsmouth, Rhode Island

EASEMENT E-NAVY:

Bk: 2056 Page 289
INST: 00002424

That certain tract or parcel of land with all buildings and improvements thereon at the westerly line of Burma Road a.k.a. Defense Highway in the Town of Portsmouth, County of Newport and State of Rhode Island, bounded and described as follows:

Beginning at a point at Station 687+20.37, left 35.25' on the easterly line of the RIDOT Railroad Right of Way, as shown on a plat "Railroad Plat No.1" on file with RIDOT Plan Section, and within A.P. 101, Lot 20;

Thence running S37°38'09"W, on the easterly line of the RIDOT Railroad Right of Way, for a distance of Eighty-four and ninety-six hundredths (84.96) feet to a point;

Thence running S51°44'12"E for a distance of One hundred fourteen and seventy-eight hundredths (114.78) feet to a point;

Thence running N33°09'24"E for a distance of Eighty-five and forty-four hundredths (85.44) feet to a point;

Thence running N51°49'01"W for a distance of One hundred eight and ten hundredths (108.10) feet to a point, on the easterly line of the RIDOT Railroad Right of Way, at Station 687+20.37, left 35.25', which is the point or place of beginning.

Said easement contains 9,476± square feet.

Enclosure (4) Page 16 of 38

Doc# 00001681
Book# 1716 Page# 20

Exhibit B

The Project

[See following pages – Tank Farm 4 Interconnection, February 10, 2021]

Bk: 2056 Pg: 290
INST: 00002424

Agreement Contract No. N40085-17-RP-0078

9

NAVSTA NEWPORT SOLAR BREAKERS - TANK FARM 4 INTERCONNECTION DESIGN

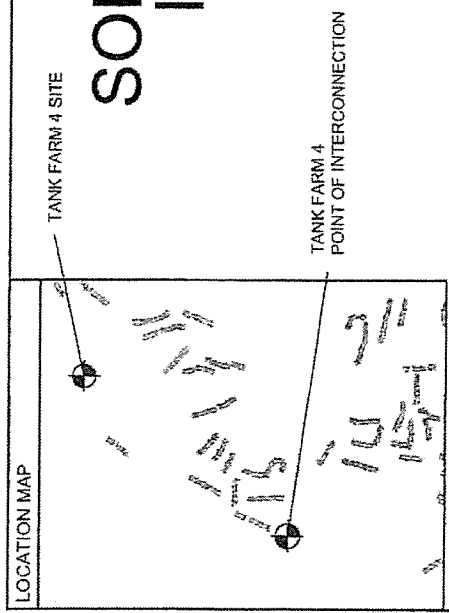
PREPARED FOR:
BQ ENERGY DEVELOPMENT, LLC
 400 MARKET STREET INDUSTRIAL PARK, SUITE 32
 WAPPINGERS FALLS, NY 12590

PREPARED BY:
CRAWFORD & ASSOCIATES
 ENGINEERING, P.C.
 4411 Route 9, Hudson, New York 12534, (518) 828-2700

IN COLLABORATION WITH:

RE UA
 ENGINEERING

C&A #: 4715.05
 DATE: FEBRUARY 10, 2021



90% DESIGN - NOT FOR CONSTRUCTION

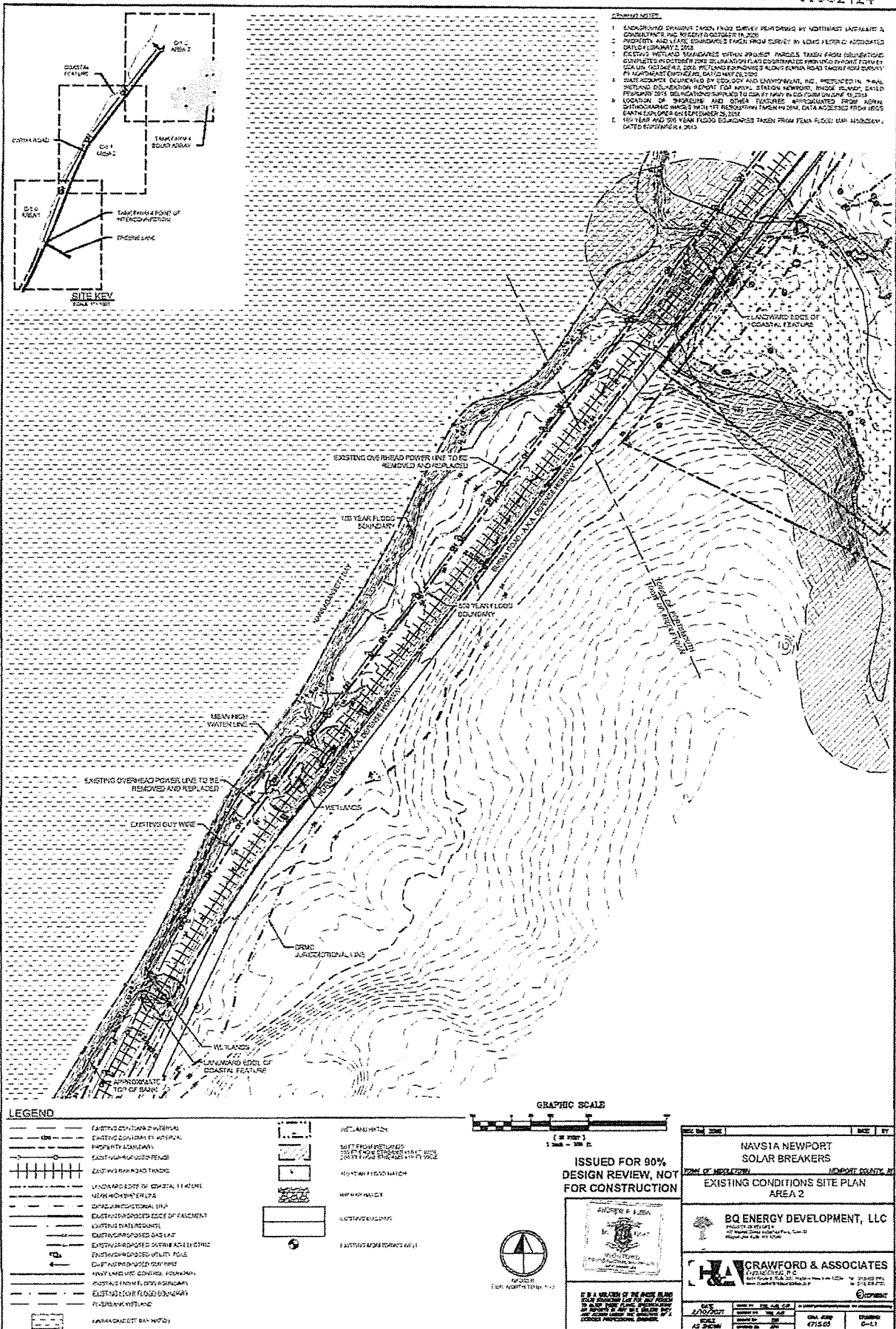
DRAWINGS:

TITLE PAGE	CONSTRUCTION NOTES	ELECTRICAL DETAILS - SHEET 1	ELECTRICAL DETAILS - SHEET 2	ELECTRICAL SCHEDULES AND DIAGRAMS
T-0.0		E-5.0		
T-0.1		E-5.1		
C-1.0	EXISTING CONDITIONS SITE PLAN - AREA 1			
C-1.1	EXISTING CONDITIONS SITE PLAN - AREA 2			
C-1.2	EXISTING CONDITIONS SITE PLAN - AREA 3			
C-1.3	PROPOSED CONDITIONS SITE PLAN - AREA 1			
C-1.4	PROPOSED CONDITIONS SITE PLAN - AREA 2			
C-1.5	PROPOSED CONDITIONS SITE PLAN - AREA 3			
C-1.6	PROPOSED POLE LAYOUT PLAN			
C-1.7	PROPOSED HIDD LAYOUT PLAN			
C-2.0	HDD SLEEVE PROFILE VIEW			
C-5.0	CIVIL DETAILS			

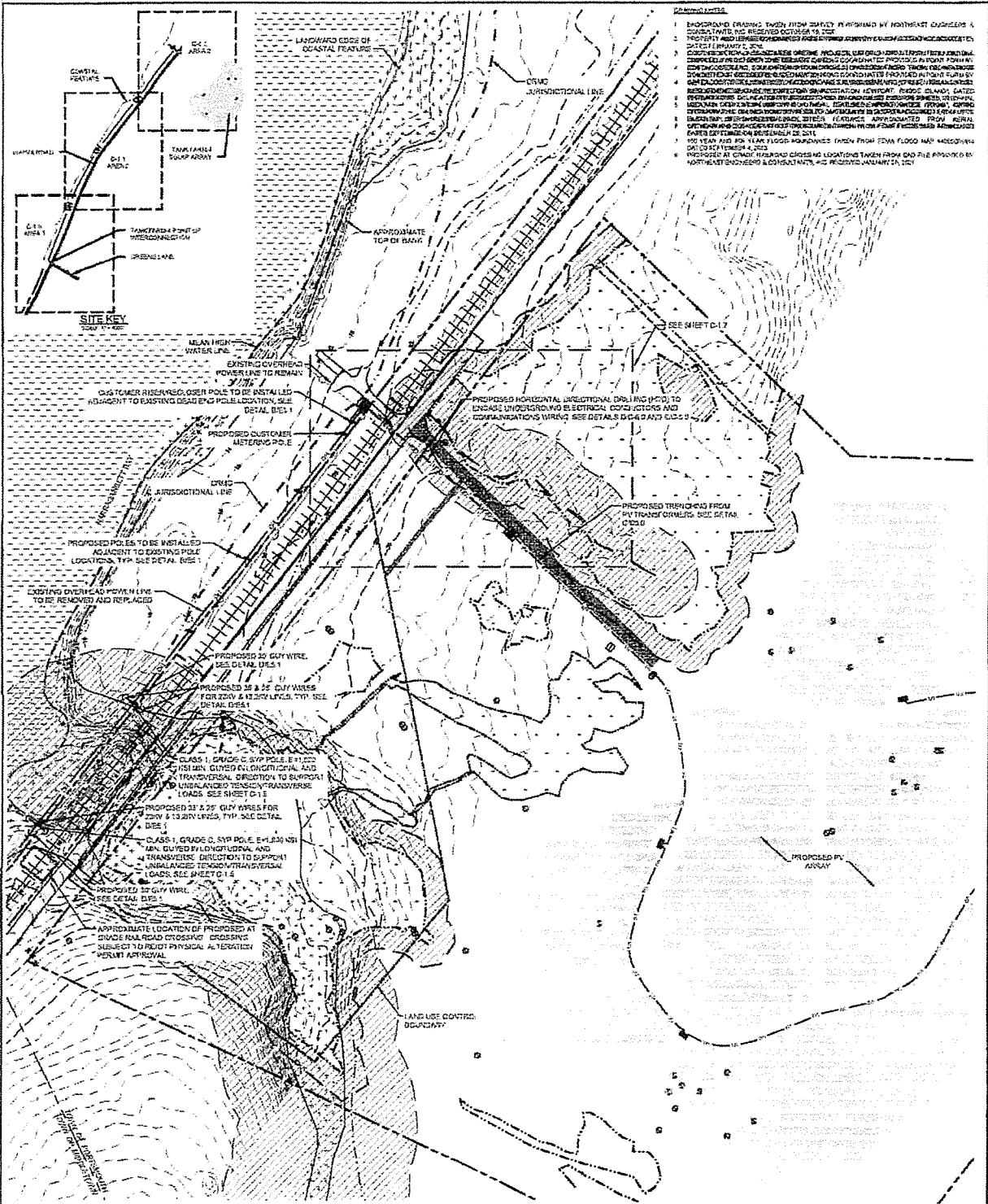


Engineering File Page 24 of 28

1400



Doc#: 00001681
 Book#: 1716 Page#: 24



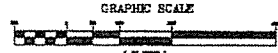
REVISIONS

1. BACKGROUND DRAWING TAKEN FROM EXISTING PLANS BY NORTHWEST ENGINEERS & CONSULTANTS, INC. REVISED OCTOBER 14, 2014.
2. PROJECT AND DESIGN CHANGES FOR THE PROPOSED SOLAR BREAKERS AND ELECTRICAL COLLECTIONS AND CONDUITS. REVISED JANUARY 2, 2015.
3. CORRECTED DRAWING ERRORS AND CHANGES. PROJECT CHANGES AND REVISIONS FROM THE PREVIOUS DRAWING. REVISED JANUARY 2, 2015.
4. CORRECTED DRAWING ERRORS AND CHANGES. PROJECT CHANGES AND REVISIONS FROM THE PREVIOUS DRAWING. REVISED JANUARY 2, 2015.
5. CORRECTED DRAWING ERRORS AND CHANGES. PROJECT CHANGES AND REVISIONS FROM THE PREVIOUS DRAWING. REVISED JANUARY 2, 2015.
6. CORRECTED DRAWING ERRORS AND CHANGES. PROJECT CHANGES AND REVISIONS FROM THE PREVIOUS DRAWING. REVISED JANUARY 2, 2015.
7. CORRECTED DRAWING ERRORS AND CHANGES. PROJECT CHANGES AND REVISIONS FROM THE PREVIOUS DRAWING. REVISED JANUARY 2, 2015.
8. CORRECTED DRAWING ERRORS AND CHANGES. PROJECT CHANGES AND REVISIONS FROM THE PREVIOUS DRAWING. REVISED JANUARY 2, 2015.
9. CORRECTED DRAWING ERRORS AND CHANGES. PROJECT CHANGES AND REVISIONS FROM THE PREVIOUS DRAWING. REVISED JANUARY 2, 2015.
10. CORRECTED DRAWING ERRORS AND CHANGES. PROJECT CHANGES AND REVISIONS FROM THE PREVIOUS DRAWING. REVISED JANUARY 2, 2015.

Doc# 00001681
 Book# 1716 Pages# 28

LEGEND

	UTILITY AND CONDUIT INTERFERENCE		WETLAND WATER
	EASEMENT BOUNDARY (GENERAL)		UTILITY FROM EASEMENT
	EASEMENT BOUNDARY (SPECIAL)		UTILITY FROM EASEMENT
	EASEMENT BOUNDARY (SPECIAL)		UTILITY FROM EASEMENT
	EASEMENT BOUNDARY (SPECIAL)		UTILITY FROM EASEMENT
	EASEMENT BOUNDARY (SPECIAL)		UTILITY FROM EASEMENT
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	EASEMENT BOUNDARY (SPECIAL)		UTILITY FROM EASEMENT



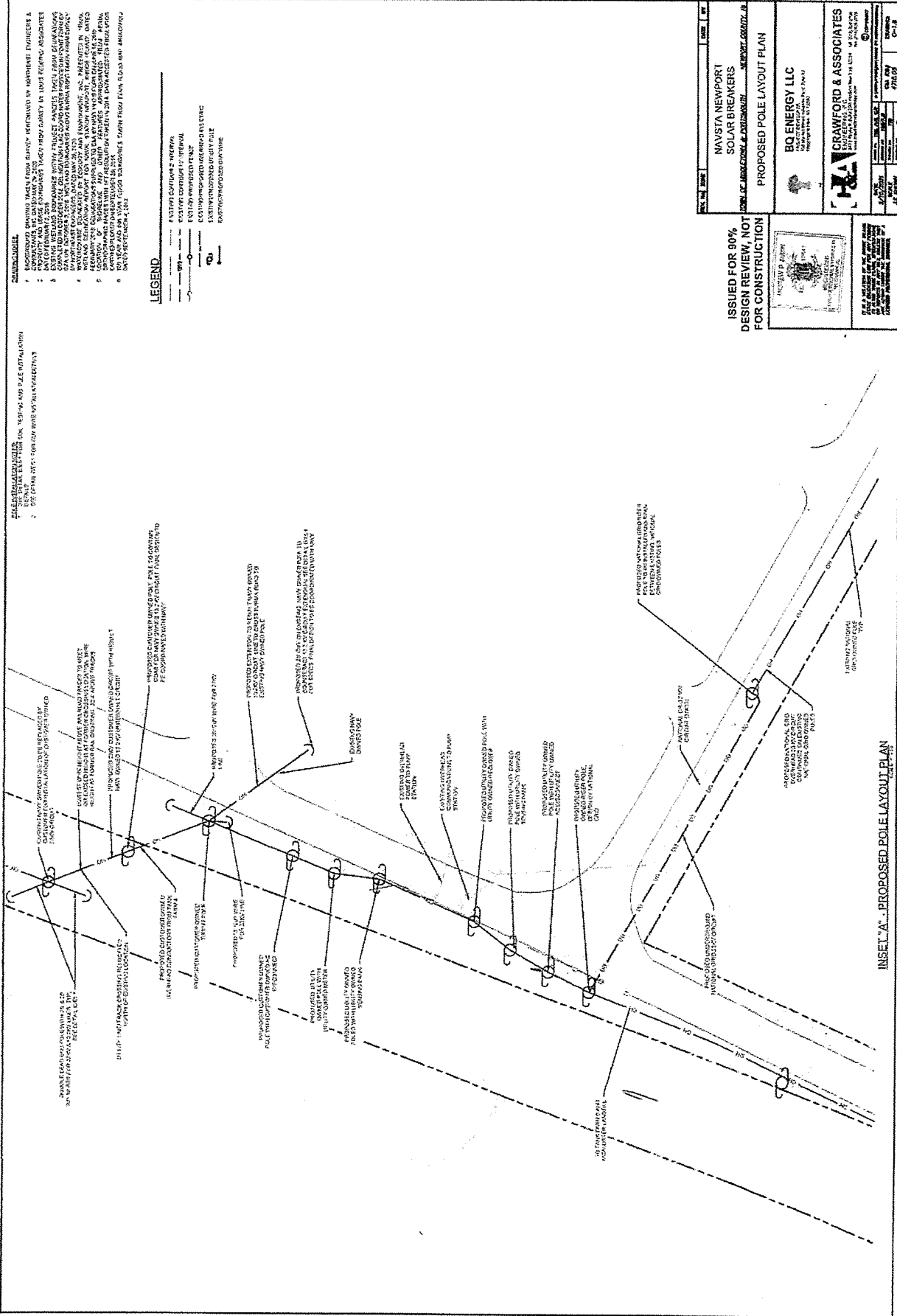
**ISSUED FOR 90%
 DESIGN REVIEW, NOT
 FOR CONSTRUCTION**

NAVSTA NEWPORT SOLAR BREAKERS
 PROPOSED CONDITIONS SITE PLAN AREA 2

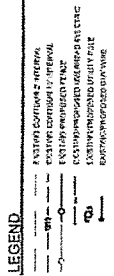
BQ ENERGY DEVELOPMENT, LLC
 PROJECT DEVELOPER

CRAWFORD & ASSOCIATES
 ENGINEERS, ARCHITECTS, PLANNERS

DATE: 1/2/2015
SCALE: AS SHOWN
PROJECT NO.: 14-001
DRAWING NO.: 4718.C02
DESIGNED BY: C-LS



- REVISIONS:**
1. REVISIONS MADE FROM REVISED BY: [Name]
 2. [Description]
 3. [Description]
 4. [Description]
 5. [Description]
 6. [Description]



ISSUED FOR 90% DESIGN REVIEW, NOT FOR CONSTRUCTION

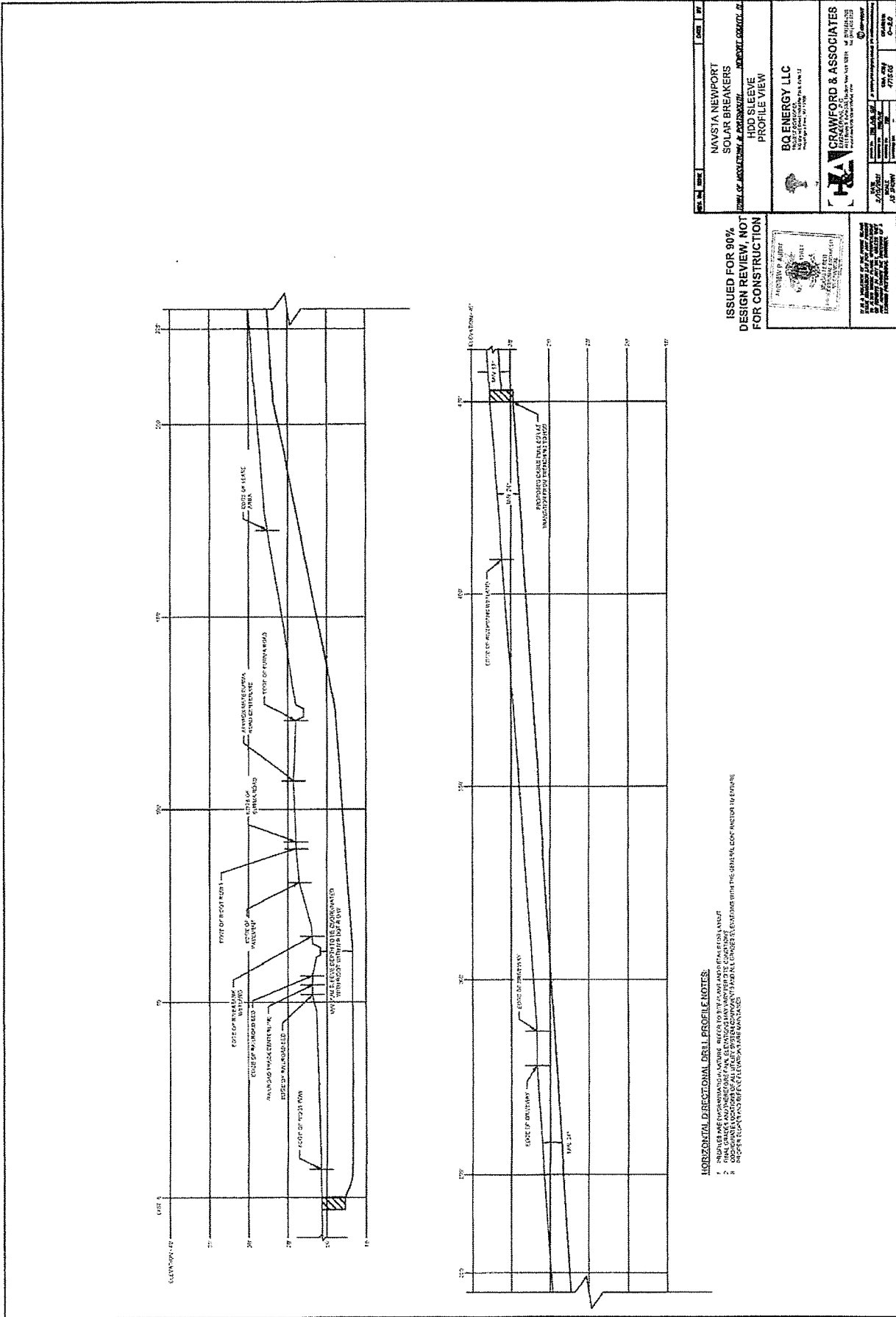
NAVSTA NEWPORT
 SOLAR BREAKERS
 PROPOSED POLE LAYOUT PLAN

BQ ENERGY LLC

CRAWFORD & ASSOCIATES

DATE: 11/14/18
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

INSET 'A' - PROPOSED POLE LAYOUT PLAN



Doc #: 0001681
 Book #: 1716 Page #: 31

SECTION

PLAN

STRAW WATTLE DETAIL

SCALE: 1/4" = 1'-0"

STABILIZED STOCKPILE DETAIL

SCALE: 1/4" = 1'-0"

TYPICAL BASED ROAD CROSSINGS INSTALLATION

SCALE: 1/4" = 1'-0"

TYPICAL BORED CROSSINGS CONTROL

SCALE: 1/4" = 1'-0"

CONDUIT TRENCH DETAIL, TYP.

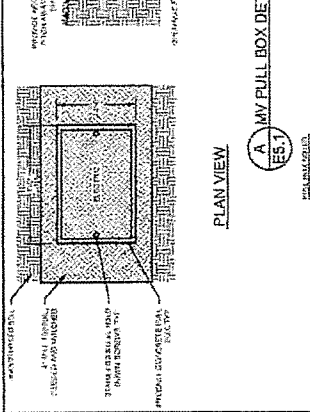
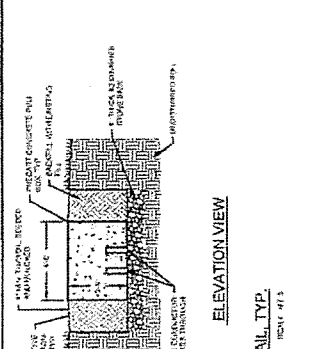
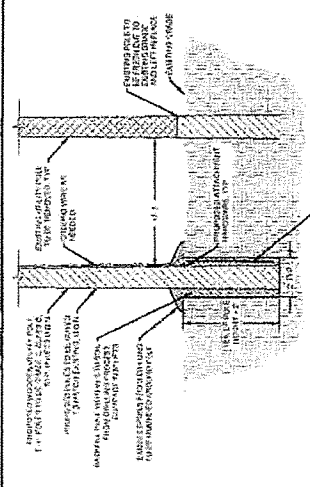
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Book: 00001681
 Page: 32

ISSUED FOR 30% DESIGN REVIEW, NOT FOR CONSTRUCTION	CIVIL DETAILS
NAVISTA NEWPORT SOLAR BREAKERS	BOLE ENERGY LLC
NAVISTA NEWPORT & ASSOCIATES	CRAWFORD & ASSOCIATES
1000 W. WASHINGTON ST., SUITE 100, NEWPORT, RI 02840	1000 W. WASHINGTON ST., SUITE 100, NEWPORT, RI 02840
PHONE: 401.846.1234	PHONE: 401.846.1234
FAX: 401.846.1234	FAX: 401.846.1234
WWW.NAVISTANEWPORT.COM	WWW.CRAWFORDANDASSOCIATES.COM
DATE: 08/15/2017	DATE: 08/15/2017
BY: [Signature]	BY: [Signature]
SCALE: 1/4" = 1'-0"	SCALE: 1/4" = 1'-0"

Crawford & Associates, Inc. 08/15/2017

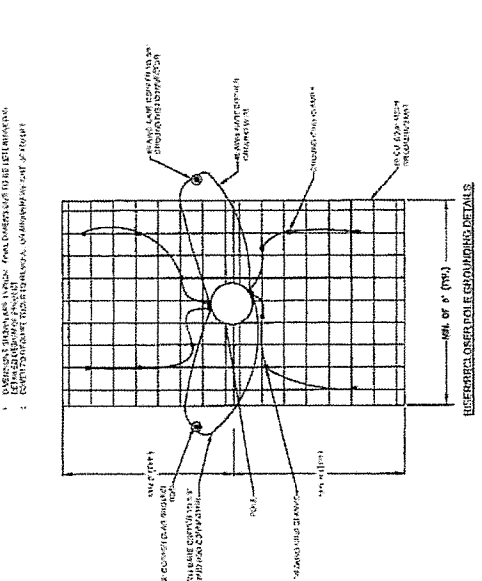
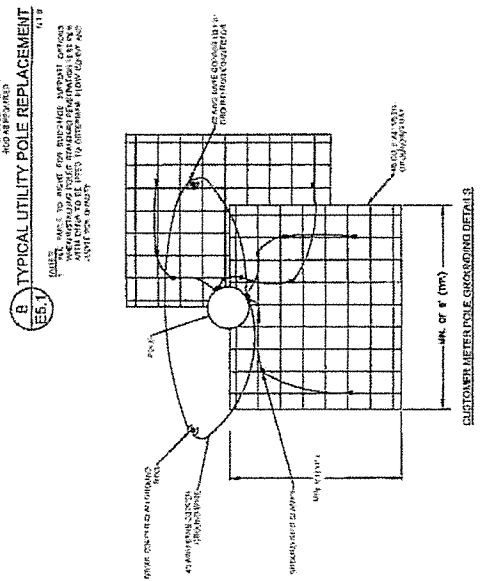
BOOK CODES	REV.	DATE	DESCRIPTION
11-23	1	11-14-11	ISSUED FOR PERMITS
11-23	2	11-14-11	ISSUED FOR PERMITS
11-23	3	11-14-11	ISSUED FOR PERMITS
11-23	4	11-14-11	ISSUED FOR PERMITS
11-23	5	11-14-11	ISSUED FOR PERMITS



B. TYPICAL UTILITY POLE REPLACEMENT
 (ES.1)

A. PULL BOX DETAIL, TYP.
 (ES.1)

C. CU GROUNDING MAT DETAILS
 (ES.1)



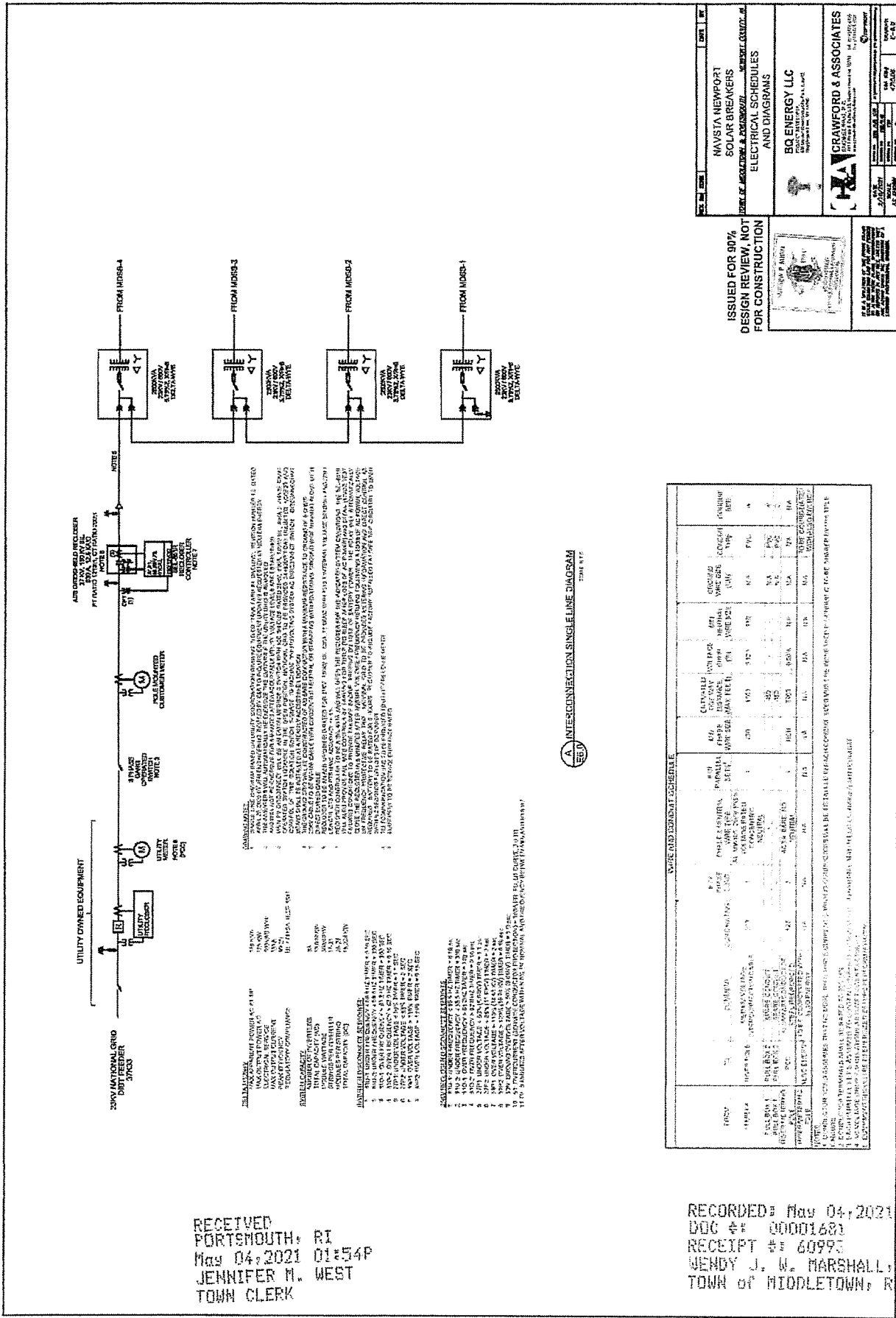
D. TYPICAL GUY WIRE INSTALLATION
 (ES.1)

ISSUED FOR 90% DESIGN REVIEW, NOT FOR CONSTRUCTION

NAVSTA NEWPORT
 SOLAR BREAKERS
 ELECTRICAL DETAILS
 SHEET 2

BO ENERGY LLC
 10000 BOULEVARD
 SUITE 100
 NEWPORT, CA 94661

CRANFORD & ASSOCIATES
 10000 BOULEVARD
 SUITE 100
 NEWPORT, CA 94661



NOTES:

1. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE DRAWINGS AND HAS NOT CONDUCTED A DETAILED REVIEW OF THE DRAWINGS. THE DESIGNER HAS NOT CONDUCTED A DETAILED REVIEW OF THE DRAWINGS AND HAS NOT CONDUCTED A DETAILED REVIEW OF THE DRAWINGS.
2. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE DRAWINGS AND HAS NOT CONDUCTED A DETAILED REVIEW OF THE DRAWINGS. THE DESIGNER HAS NOT CONDUCTED A DETAILED REVIEW OF THE DRAWINGS AND HAS NOT CONDUCTED A DETAILED REVIEW OF THE DRAWINGS.
3. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE DRAWINGS AND HAS NOT CONDUCTED A DETAILED REVIEW OF THE DRAWINGS. THE DESIGNER HAS NOT CONDUCTED A DETAILED REVIEW OF THE DRAWINGS AND HAS NOT CONDUCTED A DETAILED REVIEW OF THE DRAWINGS.
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INTERCONNECTION SINGLE LINE DIAGRAM

TYPE	DESCRIPTION	PHASES	VOLTS	AMPS	WIRE SIZE	TERMINALS	TERMINAL TYPE	TERMINAL SIZE	TERMINAL MATERIAL	TERMINAL COLOR	TERMINAL IDENTIFICATION
1	300V NATIONAL GRID 3MVA TRANSFORMER	3	300	3000	3/0	3	3	3	3	3	3
2	UTILITY METER POOL	3	300	3000	3/0	3	3	3	3	3	3
3	3PHASE OPEN DELTA WYE	3	300	3000	3/0	3	3	3	3	3	3
4	PHASE UNBALANCED CURRENT METER	3	300	3000	3/0	3	3	3	3	3	3
5	FROM MDSB-4	3	480	4800	4/0	4	4	4	4	4	4
6	FROM MDSB-3	3	480	4800	4/0	3	3	3	3	3	3
7	FROM MDSB-2	3	480	4800	4/0	3	3	3	3	3	3
8	FROM MDSB-1	3	480	4800	4/0	3	3	3	3	3	3

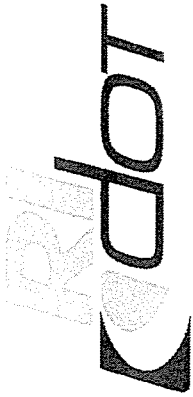
RECEIVED
 PORTSMOUTH, RI
 May 04, 2021 01:54P
 JENNIFER M. WEST
 TOWN CLERK

RECORDED: May 04, 2021 12:55P
 DOC #: 00001681
 RECEIPT #: 60993
 WENDY J. W. MARSHALL, TOWN Clerk
 TOWN of MIDDLETOWN, RI

Doc #: 00001681
 Book #: 1716 Pages: 35

EXHIBIT C

PAP APPLICATION



Division of Highway and Bridge Maintenance
 360 Lincoln Avenue
 Warwick, RI 02888

Submitted by: Timothy Ryan
 Applicant Company Name: Solar Breakers LLC

THIS IS NOT A PERMIT.

THIS IS ONLY A SIGNATURE PAGE THAT MUST BE SIGNED AND UPLOADED BACK TO RIDOT IN ORDER TO PROCEED WITH YOUR PERMIT APPLICATION.

Application Number: 21-46

Application Date: May 10, 2021

Application Type: Commercial

Location: Burma Road Middletown / Portsmouth RI 02842/02871

Purpose of Permit: To construct three (3) crossings across a DOT railroad right of way in existing easements

Physical Alteration Permit Application - Required Signatures

The undersigned individuals certify the following:

I hereby certify under penalty of law that I have personally examined and am familiar with the information submitted herein and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information under the authority of the Rhode Island General Laws.

Applicant Name	Timothy Ryan	
Applicant Signature		Date: May 10, 2021
Property Owner Name	Cornelia Muller	
Property Owner Signature		Date: May 12, 2021
Developer Name	SAME AS APPLICANT	
Developer Signature		Date:
Engineer Name	JEREMY J ROSA	License Number: 9826
Engineer Signature		Date: 5/12/21
Land Surveyor Name		License Number:
Land Surveyor Signature		Date:



**NORTHEAST ENGINEERS
& CONSULTANTS, INC.**

"A Knowledge Corporation"®
6 VALLEY ROAD MIDDLETOWN RHODE ISLAND 02842 401.849.0810 PHONE 401.846.4169 FAX

May 7, 2021

RI Department of Transportation
Engineering/Permit Office
360 Lincoln Avenue
Warwick, RI 02888

RE: Solar Breakers, LLC
Proposed Railroad Crossings
Burma Road, Middletown/Portsmouth

The attached Physical Alteration Permit Application pertains to the construction of three (3) railway crossings along the RIDOT right of way which runs west of and parallel to Burma Road in Middletown and Portsmouth on Aquidneck Island. The referenced applicant intends to construct a solar field on the coastal property owned by Naval Station Newport. The three proposed crossings are intended to provide construction and maintenance access from Burma Road, through the railway right of way, and to the solar field. Easements through the RIDOT property have already been secured. A copy of this documentation has been included in this application package.

The three crossings are intended to have a gravel surface with a small section of pavement at the rails. As one of the access points from Burma Road will have a steep slope, this approach is also proposed to be paved such that it can be properly stabilized. Where ditches run alongside the rail are present, the applicant intends to install culvert crossings using Class IV RCP. Where guard rails are present in the areas of the proposed crossings on Burma Road, these sections of the guard rail will be removed and guard rail end sections will be installed.

As these crossings are intended to see very little traffic, no traffic controls or warning signs are proposed. Once the solar field has been constructed, these crossings will only be utilized for any maintenance activities that the field requires. It is expected that the entrances will be chained off once construction is complete to prevent any unauthorized access.

Should you have any questions regarding any of the attached application materials, please contact our office at 401-849-0810. Thank you.

Best regards,
Northeast Engineers & Consultants, Inc.

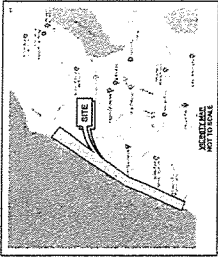
Jeremy Rosa, PE
Civil Engineer

NORTHEAST ENGINEERS
& CONSULTANTS, INC.



SITE/CIVIL
LAND PLANNING
WATERFRONT
SURVEYING
GEOGRAPHICAL
ENVIRONMENTAL
TRANSPORTATION
STRUCTURAL
MATERIALS TESTING

A KNOWLEDGE CORPORATION
6 VALLEY ROAD MIDDLETOWN RHODE ISLAND 02842
PHONE: (401) 342-1100 FAX: (401) 342-1101
WWW.NEENGINEERS.COM



No.	Revision	Date	App.

Designed By: JRF, Checked By: GEG
 Date: 11-2002 Date: 07/04/21
 Project Title: _____

**BURMA ROAD & GREEN LANE
RAILROAD CROSSINGS**
MIDDLETOWN & PORTSMOUTH
RHODE ISLAND

Client/Owner: **COAL BREAKERS, LLC**
400 MARSHFIELD AVENUE SUITE 20
WAPPINGERS FALLS, NY 12590

Drawn By: _____
Checked By: _____
Date: _____

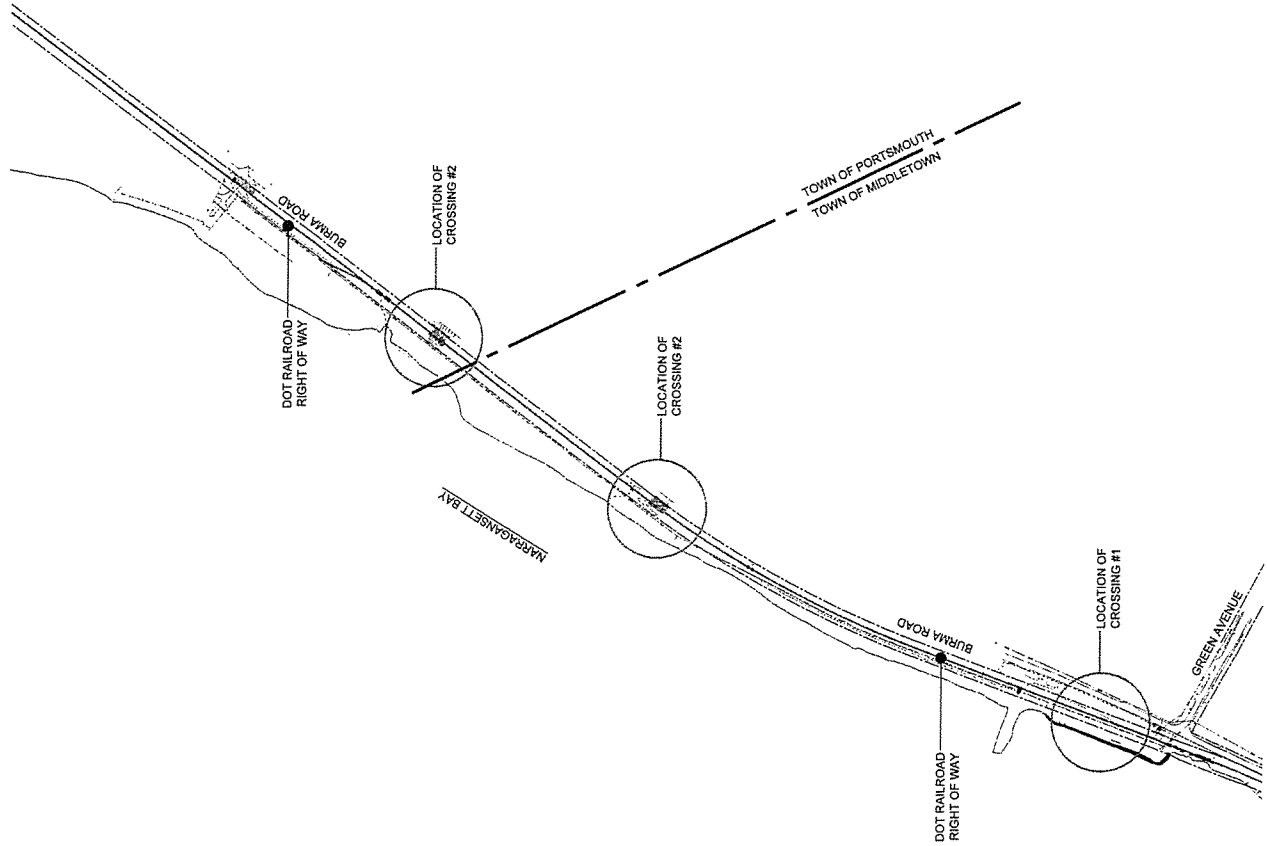
Project Title: _____

**RAILROAD CROSSING
LOCATION PLAN**

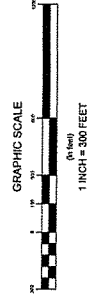
Drawing Number: C-1
Sheet: 1 of 3
Project Number: 20060.0
Survey Name: 13 - 101 - 20



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- GENERAL NOTES:**
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**NORTHEAST ENGINEERS
& CONSULTANTS, INC.**

"A Knowledge Corporation"®
6 VALLEY ROAD MIDDLETOWN RHODE ISLAND 02842 401.849.0810 PHONE 401.846.4169 FAX

May 10, 2021

RI Department of Transportation
Engineering/Permit Office
360 Lincoln Avenue
Warwick, RI 02888

RE: Solar Breakers, LLC
Proposed Railroad Crossings
Burma Road, Middletown/Portsmouth
Drainage Statement

The above referenced Physical Alteration Permit Application pertains to the construction of three (3) railway crossings along the RIDOT right of way which runs west of and parallel to Burma Road in Middletown and Portsmouth on Aquidneck Island. The applicant intends to construct a solar field on the coastal property owned by Naval Station Newport. The three proposed crossings are intended to provide construction and maintenance access from Burma Road, through the railway right of way, and to the solar field.

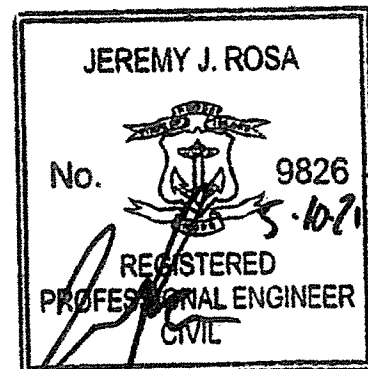
The crossings are intended to have gravel surfaces with a small section of pavement at the rails. As one of the access points from Burma Road will have a steep slope, this approach is also proposed to be paved such that it can be properly stabilized. Where ditches running alongside the rail are present, the applicant intends to install culvert crossings using Class IV RCP.

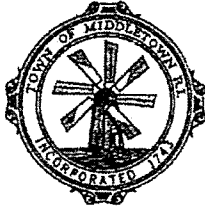
While the crossings within the railway will generate some small unavoidable additional component of runoff, this is not expected to cause any negative impacts to the railway as a whole. Paved surfaces have been proposed only where necessary and with a minimum width suitable for construction, maintenance, and emergency vehicles. Where the proposed crossings could potentially impact existing swales, equivalent piping has been proposed. The applicant will be responsible for the maintenance of these pipes, in addition to the crossings themselves.

Should you have any questions regarding the stormwater impacts, please contact our office at 401-849-0810. Thank you.

Best regards,
Northeast Engineers & Consultants, Inc.

Jeremy Rosa, PE
Civil Engineer





Town of Middletown

350 East Main Road, Middletown, Rhode Island 02842

Department of Engineering

Phone: (401) 418-0413 Fax: (401) 845-0404

Date: May 4, 2021

To: RIDOT

From: Warren Hall, PE, PLS, Town Engineer

Cc: Chris Costa, Middletown Building & Zoning Official, Robert Hanley, acting DPW Director

Re: PAPA Burma Road / Greene Lane, Railroad Crossing Plan and details, sheets 1 and 2 of 2, dated 28 April 21, prepared by Northeast Engineer and Consultants

We are aware of the proposed work as shown on these drawings.

We also acknowledge that all this work is outside Town maintained roads.



DEPARTMENT OF THE NAVY

NAVAL STATION NEWPORT
690 PEARY STREET
NEWPORT, RI 02841-1522

IN REPLY REFER TO:

5726
N00CPLO/182

11 May 2021

Lyn Small
Northeast Engineers & Consultants
55 John Clarke Road
Middletown, RI 02842

Dear Ms. Small,

On behalf of Naval Station, the Navy has seen the plans for the three proposed railway crossings on the Right of Way (ROW) west of Burma Road in the Towns of Middletown and Portsmouth, Rhode Island. This ROW is owned by the State of Rhode Island, acting by and through its Director of Transportation (RIDOT).

These crossings are to be built to provide access to an existing service road underneath a power line owned by the Navy. Due to streams and other features that are unpassable, we understand the need to create three railway crossings to access this power line. The track crossings will lead from Navy-owned Burma Road to the power line west of RIDOT's ROW.

The Navy understands that you are preparing materials to be submitted to RIDOT for a Physical Alteration Permit and also to be submitted to the Rhode Island Public Utilities Commission (RIPUC) in a petition for approval of private track crossings. The Navy has reviewed your drawings and has no objection to the filings to be made to RIDOT and RIPUC.

Sincerely,

A handwritten signature in cursive script, appearing to read "Corianna Mueller".

Community Planning Liaison Officer
By direction

Town of Portsmouth
Building Inspection Department
2200 East Main Road / Portsmouth, Rhode Island 02871

Department of Transportation
Attention: Engineering Section
Highway and bridge Maintenance
360 Lincoln Avenue
Warwick, R.I. 02888

Date: 05/07/2021

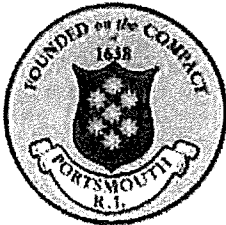
Subject: Plat 50, Lot 7

The Town of Portsmouth is aware of the application of RIDOT for a Physical Alteration Permit for the subject property.

Regards,



Gareth Eames
Building Official
geames@portsmouthri.com
401-683-3611



Construction Estimate

May 7, 2021

Re: **Solar Breakers, LLC**
Burma Road
Middletown & Portsmouth, Rhode Island
(NE&C No: 20060.0)

Activity

<u>Item</u>	<u>Unit Count</u>	<u>Cost per Unit</u>	<u>Amount</u>
Paved Rail Crossings			
Base material, pavement, railseal	3	\$12,000	\$36,000
Guardrail work			
Removal of rail, installation of end sections	2	\$8,000	\$16,000
Gravel access roads			
(per cubic yard)	120	\$60.00	\$7,200
RCP Crossings			
Pipe, bedding and installation	2	\$1,200	\$2,400
Additional Pavement			
(outside of rail crossing)			
Per cubic yard	10	\$20	\$200

Total

\$61,800



RIDOT

\$1,030.89 Paid

via Credit Card ending in 1621

Thanks for using the Online Service Center

BQ Energy

Physical Alteration Permit Application #21-46

May 13, 2021

Physical Alteration Permit Application (PAPA) Fee	\$1,000.00
Processing Fee	\$30.89
Total Paid	\$1,030.89



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Receipt number #52

EXHIBIT D

MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding
Solar Breakers LLC and Newport and Narragansett Railroad Company**

July ~~3~~, 2021

Background

Newport & Narragansett Bay Railroad Company, LLC (“NNBRR”) is party to an operating agreement with the State of Rhode Island, acting by and through the Rhode Island Department of Transportation (“RIDOT”) whereby RIDOT has granted to NNBRR non-exclusive trackage rights to a part (the “Track”) of the Newport Secondary Railroad Line, owned and controlled by RIDOT, in the City of Newport, the Town of Middletown, and the Town of Portsmouth, Rhode Island. Burma Road (aka Defense Highway, owned and under the control of the the United States of America acting by and through the Secretary of the Navy (“Navy”) is located to the east of the Track in the subject area.

Solar Breakers LLC (“Solar Breakers”) has a lease from the Navy to build a photovoltaic solar project on property known as Tank Farm 4 at Naval Station Newport, Rhode Island in the Town of Portsmouth. Tank Farm 4 is on the east side of Burma Road opposite Navy’s Carr Point Recreation Area. The solar project will interconnect with National Grid’s electrical distribution system on the west side of Burma Road opposite Greene Lane in the Town of Middletown.

The Navy controls the land both east and west of RIDOT’s railroad corridor, and also owns an overhead electrical line (the “Power Line”) that crosses from the east side of Burma Road, near Greene Lane in Middletown, and then runs north to Carr Point along the west side of RIDOT’s railroad track, on a string of utility poles. The Power Line is decades old and in disrepair; the access road underneath the power line is quite overgrown.

Solar Breakers has agreed with the Navy to refurbish the Power Line, replacing the existing poles with somewhat higher poles and installing a second electrical circuit above the existing Navy wires. This new electrical circuit will carry electricity from the solar project at Tank Farm 4 to the National Grid interconnection point near Greene Lane. This agreement has been memorialized in the Utility Pole Agreement dated April 28, 2021 and recorded in the land records of the Town of Middletown in Book 1716, Page 1 and in the land records of the Town of Portsmouth in Book 2056, Page 271.

The Power Line work has been approved by the authorities having jurisdiction:

- The Rhode Island Coastal Resources Management Council, in a letter dated December 22, 2020, concurred with Navy’s determination that the power line work is consistent with the federally approved Rhode Island Coastal Resources Management Council Program and applicable regulations therein.
- Rhode Island Rule 250-RICR-150-15-1.6(J) exempts the installation of new utility lines, poles, structures, equipment or facilities only where installation occurs on, above, or beneath existing or approved paved or unpaved roadways and their existing or approved cleared shoulders, or existing or approved railroad beds and their existing or

approved cleared shoulders. The new power lines and the refurbishing of Navy's Power Line from Greene Lane to Tank Farm 4 benefit from this exemption, and do not need a wetland permit from Rhode Island Department of Environmental Management.

- Solar Breakers has signed a perpetual easement with RIDOT which allows the reconstruction and maintenance of the Power Line between Tank Farm 4 and Greene Lane. The easement area includes three newly-constructed track crossings – two in Middletown and one in Portsmouth. This easement was approved by the Rhode Island State Properties Committee on April 13, 2021 and recorded in the land records of the Town of Middletown in Book 1715, page 237 and in the land records of the Town of Portsmouth in Book 2056, Page 218.
- Solar Breakers and Navy have agreed to the above arrangements, and have signed the following documents:
 - an easement for transmission and access dated April 28, 2021 and recorded in the land records of the Town of Middletown in Book 1715, page 258 and in the land records of the Town of Portsmouth in Book 2056, Page 239.
 - A Utility Pole Agreement dated April 28, 2021 and recorded in the land records of the Town of Middletown in Book 1716, page 1 and in the land records of the Town of Portsmouth in Book 2056, Page 271.

In order to reconstruct and maintain Navy's Power Line, Solar Breakers will need to have construction and maintenance vehicles travel across the RIDOT track from Burma Road. There is a single functional vehicle track crossing in the subject area, at the entrance to Navy's Carr Point Recreation Area. While this crossing point could be used to access the entirety of the Power Line and access road, this would require constructing bridges over three small unnamed streams running under the track and power line between Carr Point and Greene. Building bridges over these streams would be disruptive and inefficient. Hence Solar Breakers plans to build three new track crossings in order to access the Power Line and access road.

Solar Breakers' vendors will be rebuilding the Navy-owned Power Line in the third and fourth quarter of 2021. After construction, Solar Breakers and/or its vendors will maintain and inspect the Power Line, the three new track crossing roadways and signage, and the Access Road.

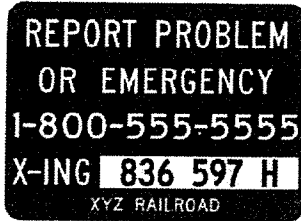
On May 10, 2021, Solar Breakers submitted a Physical Alteration Permit Application to RIDOT, having Application Number 21-046.

Solar Breakers is preparing a petition to the Rhode Island Public Utilities Commission requesting permission from the commission for the establishment of the private crossings pursuant to R.I. Gen. Laws §39-8-1.3. These crossings will be private, with access restricted to Solar Breakers, the Navy, RIDOT, and their contractors, agents, and representatives.

Safety and Security Measures

Following are the safety and security measures that Solar Breakers will take relating to these new track crossings:

1. Install locking chains to block the two new openings in the guardrail along Burma Road near the Middletown-Portsmouth border, to prevent unauthorized vehicle access.
2. Install a sign at each of these two openings stating 'Restricted Access' 'US Government Property'.
3. Install appropriate signage on each side of the three new crossings. The signs will be mounted on crashworthy posts meeting the criteria established by American Association of State Highway and Transportation Officials (AASHTO), specifically 4X4 wooden posts.
4. Signage will consist of the following, from top to bottom:
 - a. Stop sign, as required by R.I Gen. Law § 31-20-3.
 - b. Private Railroad Crossing / No Trespassing / Right to pass by permission / Subject to control of owner.
 - c. Emergency Notification System ("ENS") sign, conforming to the federal requirements of 49 CFR § 234.301-317, including duly registered U.S. DOT National Crossing Inventory numbers (see example). The emergency number will be that of NNBR.



Coordination

Solar Breakers recognizes that safety is our top priority. There is inherent risk of personal injury and/or property damage at the track crossings, both to Solar Breakers and to NNBR.

Solar Breakers personnel must coordinate with NNBR before driving any vehicles or equipment over the Track.

NEWPORT AND NARRAGANSETT BAY RAILROAD COMPANY, LLC

By: [Signature]
 Name: Karen [Signature]
 Title: President

SOLAR BREAKERS LLC

By: [Signature]
 Name: Matthew G. Ulman
 Title: Vice President