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December 31, 2021

Luly Massaro Clerk Division of Public Utilities and Carriers 89 Jefferson Boulevard Warwick, RI 02888

Re: Block Island Utility District - Application to Division for Authorization to Incur Debt

Dear Luly:

As you know, this office represents Block Island Utility District d/b/a Block Island Power Company ("BIUD"). Enclosed please find an original and five (5) copies of the following:

- 1. BIUD's application for authorization pursuant to R.I.G.L. § 39-3-15 to incur debt
- 2. Draft notice as required by Division Rule 1.14(A)(4). Please review it and let me know if it is acceptable, and if you want me to publish it or if you would prefer to publish it yourself in the usual fashion.
- 3. Testimony of Jeffery M. Wright and David G. Bebyn in support of BIUD's application containing information required by R.I.G.L. § 39-3-17 and Division Rule 1.14.

If you need any further information, please do not hesitate to contact me.

Very truly yours,

Leah J. Donaldson

Encl.

Cc: Christy Hetherington, Esq. Tiffany Parenteau, Esq. Katherine Merolla, Esq. Block Island Town Clerk David G. Bebyn, CPA Jeffrey M. Wright

#### STATE OF RHODE ISLAND DIVISION OF PUBLIC UTILITIES AND CARRIERS

IN RE: BLOCK ISLAND UTILITY DISTRICT : Docket No. D-21-\_\_\_\_

:

#### **APPLICATION FOR AUTHORIZATION TO INCUR DEBT**

NOW COMES the Block Island Utility District ("BIUD"), pursuant to R.I.G.L. § 39-3-15, § 39-3-17, 815-RICR-00-00-1.14 ("Rule 14") of the Rules of Practice and Procedure of the Division of Public Utilities and Carriers ("Division"), and requests authorization from the Division to incur \$1,800,000 in debt for the purposes of: (1) a system-wide voltage conversion (\$1,500,000), and (2) repayment of a line of credit (\$300,000).

The information required by R.I.G.L. § 39-3-17 and Rule 1.14 is included in the written testimony of Jeffery M. Wright and David G. Bebyn, CPA, which is filed simultaneously herewith and is incorporated by reference herein.

WHEREFORE, BIUD respectfully requests that the Division approve the loan.

BLOCK ISLAND UTILITY DISTRICT By its attorneys Leah Jonaldso

Dated: December 31, 2021

Leah J. Donaldson, Esq. #7711 Michael R. McElroy, Esq. #2627 McElroy & Donaldson P.O. Box 6721 Providence, RI 02940-6721 Tel: (401) 351-4100 Fax: (401) 421-5696 Leah@McElroyLawOffice.com Michael@McElroyLawOffice.com

#### STATE OF RHODE ISLAND DIVISION OF PUBLIC UTILITIES AND CARRIERS

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IN RE: BLOCK ISLAND UTILITY DISTRICT

Docket No. D-21-\_\_\_\_

#### **NOTICE OF HEARING**

Pursuant to the provisions of R.I.G.L. §§ 39-1-1, 39-3-15, and 39-3-17 of the Rhode Island Genera] Laws, as amended, the Division of Public Utilities and Carriers will conduct a public hearing on \_\_\_\_\_\_, 2022, at \_\_\_\_\_ in a hearing room of the Division of Public Utilities and Carriers, 89 Jefferson Boulevard, Warwick, RI 02888. The hearing may continue thereafter from day to day and from time to time as required.

In this docket, the Division of Public Utilities and Carriers will consider an application by Block Island Utility District seeking consent and authorization to incur \$1,800,000 in debt for the purposes of: (1) a system-wide voltage conversion (\$1,500,000), and (2) repayment of a line of credit (\$300,000).

The application and related documents are on file at the office of the Division of Public Utilities and Carriers, 89 Jefferson Boulevard, Warwick, RI 02888 and at the office of McElroy & Donaldson, 21 Dryden Lane, Providence, RI 02904 and may be examined there.

Reference is made to Chapters 39-1, 39-3, and 42-35 of the General Laws; also specific sections 39-1-7, 39-1-8, 39-1-11, 39-1-12, 39-1-16, 39-1-18, 39-1-20, 39-3-24, 39-3-25, 39-3-30, 42-35-8, 42-35-9, and 42-35-10.

THE DIVISION OF PUBLIC UTILITIES AND CARRIERS IS ACCESSIBLE TO THE HANDICAPPED. INDIVIDUALS REQUESTING INTERPRETER SERVICES FOR THE HEARING IMPAIRED MUST NOTIFY THE CLERK'S OFFICE AT 941-4500 FIVE DAYS IN ADVANCE OF HEARING DATE.

Direct Testimony

Of

Jeffery M. Wright

For

Block Island Utility District DBA Block Island Power Company

Docket No.

December 30, 2021

1	Q.	Please state your name and business address for the record.	
2	A.	My name is Jeffery M. Wright. My principal business address is 100 Ocean Avenue,	
3		Block Island, Rhode Island 02807.	
4			
5	Q.	By whom are you employed, and in what capacity?	
6	A.	I am the President of the Block Island Utility District d/b/a Block Island Power Company	
7		(BIUD). Additionally, I represent Rhode Island on the National Rural Electric	
8		Cooperative Association (NRECA) Board of Directors.	
9			
10	Q.	Can you please describe your education and experience?	
11	A.	I have an Associate Degree in Accounting and have worked for electric utilities since	
12		1984 in various roles. I have been the President of the Block Island Power Company and	
13		the newly formed Block Island Utility District since February 2017.	
14			
15		Before coming to Block Island, I was Chief Operating Officer at Vermont Electric	
16		Cooperative (VEC), the state's second-largest utility and largest electric cooperative,	
17		which served approximately 40,000 electric meters across nearly 1/3 of Vermont. I was	
18		responsible for the company's operations, including transmission and distribution	
19		operations, substations, system operations, and engineering. I worked closely with the	
20		company's CFO in developing long range capital plans, long-range financial forecasting,	
21		negotiating long term real estate leases for siting utility-scale solar projects, and joint	
22		ownership agreements for transmission assets necessary to connect several large	
23		renewable projects, such as the 63 MW Kingdom Community Wind Project located	
24		within our service territory.	
25			
26		Before working for VEC, I worked at Vermont Electric Power Company (VELCO). In	
27		1999, I became a member of the company's senior leadership team. I was responsible for	
28		managing the company's assets, including over 35 high voltage transmission substations,	
29		more than 700 miles of high voltage transmission lines, all rights of way, and the	
30		company's facilities and fleet assets. I also managed the investments of Vermont Electric	
31		Transmission Company (VETCO), which owns and maintains Vermont's portion of the	

450 kV DC "Phase One" line.

2

#### 3

## Q. What is the purpose of your testimony?

A. The purpose of my testimony is to sponsor BIUD's debt filing, seeking approval of longterm financing for two items; 1) a system side voltage conversion for \$1,500,000 and 2)
to convert a line of credit provided by our lender to fund the contingency liability
assumption associated with the Island Light and Power's ongoing litigation with its
minority shareholder, the Sara McGinnes Trust, for \$300,000.

9

### 10 Q. What lender do you plan to use for the financing?

A. The National Rural Utilities Cooperative Finance Cooperation ("CFC") is our sole lender.
We are currently a 100% CFC borrower, which maximizes our discounts. They have also
provided us with 1) a \$370,000 line of credit used for operations, 2) a \$325,000 letter of
credit used to post collateral for our ISO-NE transmission and capacity obligations and,
3) the \$300,000 line of credit to cover the contingent liability assumption associated with
Island Light & Power Company's ongoing litigation with its minority shareholder, the
Sara McGinnes Trust.

18

# Q. Can you describe CFC again for us, their services, and why BIUD is currently a 100% borrower?

CFC is a \$25 billion member-owned cooperative association incorporated under the laws 21 A. of the District of Columbia. They were incorporated in April 1969. CFC's principal 22 purpose is to provide its members with financing to supplement the loan programs of the 23 Rural Utilities Service ("RUS") of the United States Department of Agriculture 24 ("USDA"). CFC provides loans to its rural electric members to acquire, construct and 25 operate electric distribution, generation, transmission systems, and related facilities. CFC 26 27 also provides its members with credit enhancements in the form of letters of credit and guarantees of debt obligations. As a cooperative, CFC is owned by and exclusively serves 28 29 its membership, which consists of not-for-profit entities or subsidiaries or affiliates of not-for-profit entities. 30

CFC's is currently rated "A- (Stable)" by Standard and Poor's, "A1 (Stable)" by
 Moody's, and "A+ (Stable)" by Fitch. CFC is a "Well Known, Seasoned Issuer" under
 Securities and Exchange Commission rules and has longstanding relationships with
 global and domestic banks.

5

6 When BIUD financed the purchase of the Block Island Power Company assets, proposals 7 were solicited from RUS, CoBank, and CFC. Both CoBank and CFC visited the island and made presentations to the BIUD Board of Commissioners. The Block Island Power 8 Company had outstanding loans with RUS and CoBank. Although RUS and CoBank had 9 10 slightly better rates, CFC was the only lender willing to finance the purchase with an unsecured line of credit, which was needed to bridge the time between the closing and 11 12 BIUD could file for long term debt approval. Neither RUS nor CoBank had the flexibility to do that. CFC recognized the logistical challenges associated with BIUD's loan 13 14 approvals. Consistent with their long history of supporting the electric cooperatives, they were willing to bring this proposal to their Board for approval. The CFC Board of 15 Directors approved the unsecured line of credit to support the creation of a not-for-profit 16 utility district that was buying the assets of an investor-owned utility. In their minds, 17 18 BIUD was making history, and CFC was proud to be a part of that. BIUD was showcased in their national publication, CFC Solutions, the month after we closed for what we had 19 done. Soon after, CFC's CEO, Sheldon Peterson, his CFC Senior Leadership Team, 20 visited Block Island to congratulate us for all our efforts. An investor-owned utility being 21 22 bought by a not-for-profit entity such as BIUD is very rare.

23

Additionally, what makes CFC unique as a lender is that they provide many no-fee support services such as CEO and Board training, cost of service studies, and long-range financial forecasting that the BIUD Board of Commissioner placed a high value on, given the company was in its infancy.

- 28
- 29

## **Q.** Can you please provide a summary of the two loan structures?

30 A. Loan A-9007 - \$300,000

1		Purpose: Permanent financing of the asset valuation payment.	
2		Term: Up to 30 Years with a one-year draw period.	
3 4		Amortization: Either Level Principal or Level Debt Service, which will be determined at the time of the advance.	
5			
6		Loan A-9008- \$1,500,000	
7		Purpose: Financing of the voltage conversion project	
8 9		Term: Up to 31 years with a one-year draw period; however, the amortization and term of any advance will not exceed 30 years.	
10 11		Amortization: Either Level Principal or Level Debt Service, which will be determined at the time of each advance.	
12		As of December 16, 2021, the rate to fix these advances to maturity (30 years) would be	
13		3.92% before the impact of interest rate discounts (~25 bps) and patronage capital (~25	
14		bps). Based on current rates, the effective rate after discounts and pat cap would have	
15		been approximately 3.42%. The rates will change based on current market conditions at	
16		closing.	
17			
18		Mr. David Bebyn will explain further and provide amortization schedules in his	
19		testimony.	
20			
21	Q.	Can you explain how Total Discounts and Cash Patronage applies to the projected	
22		annual cash flow summary?	
23	A.	Total Discounts are based on BIUD being a 100% borrower and BIUD's ability to meet	
24		our loan covenants. Additional discounts will be applied when BIUD reaches an equity	
25		level of over 40%. Our equity level at the end of Q3 2021 exceeded 24%. We expect to	
26		achieve the 40% equity level in the next three years.	
27			

1		Cash Patronage is CFC's distribution of a portion of excess earnings to its
2		member/owners. It is based on CFC's annual financial performance. This projection is
3		based on historical distributions, and although not guaranteed, it is CFC's best estimate of
4		our future debt service.
5		
6	Q.	What types of loan covenants does CFC impose, and does BIUD have adequate
7		funding to cover those covenants?
8	A.	CFC only monitors one covenant: Modified Debt Service Coverage "MDSC." MDSC is
9		defined as Operating Margins + Interest Expense LTD + Depreciation / Amortization +
10		Non-Operating Margins * Long Term Debt Service. The level of MDSC that CFC
11		requires is 1.35 in the highest two out of the past three years. BIUD has always met this
12		covenant and, based on our financial models, and we have adequate funding to meet this
13		covenant after the new loans are issued.
14		
15	Q.	Can you please describe the rate impact of the financing?
16	A.	As outlined in Mr. Bebyn's testimony, there will be no rate increase required to fund the
17		debt service from these two loans.
18		
19	Q.	Can you please further describe BIUD's \$300,000 contingent liability assumption
20		associated with the Sara McGinnes Trust?
21	А.	Yes. As part of the asset sale agreement (Attachment JMW-1), BIUD agreed to pay the
22		McGinnes Trust any amount awarded directly to the trust, up to a maximum of \$300,000.
23		The seller offered this to consummate the transactions contemplated by the asset sale
24		agreement. On June 3, 2021, the Rhode Island Superior Court issued its decision valuing
25		the McGinnes Trust share at \$1,715,000 (Attachment JMW-2). The Town of New
26		Shoreham was ordered to pay the amount exceeding the \$900,000 previously paid plus
27		interest. As a result of this judgment and order, CFC wired \$300,000 from BIUD's
28		restricted \$300,000 line of credit directly to the McGinnes Trust as agreed to in the asset
29		sale agreement.
30		

Q.

#### Can you please describe the need for the \$1,500,000 voltage conversion project?

- A. Yes. The Block Island Power Company had contemplated a system-wide voltage
  conversion for decades. Despite having preliminary engineering completed, the previous
  owners never committed to the project due to the required cost and magnitude. BIUD is
  dedicated to the project for several reasons, has completed engineering work identifying
  the need for the project, and has developed a six-step sequence to convert the entire
  island over the next six years.
- 8

9 The project benefits and need are documented in the attached document (JMW-3) titled
10 "BLOCK ISLAND POWER SYSTEM UPGRADE OVERVIEW- CONVERSION
11 FROM 2.4 KV DELTA TO 2.4/4.16 KV WYE". Our contract engineer, Workplace
12 Safety Solutions Incorporated ("WSSI"), did the work. They are based in Williston, VT,
13 and perform workplace safety consulting and engineering work for many electric utilities
14 in New England. We have contracted with WSSI for the engineering and project
15 management needed for this project.

16

In summary, the voltage conversion will reduce the phase current on each line, allowing the additional load to be added or reduce/eliminate existing overloads, improve voltage regulation, and reduce system losses. The system capacity of all converted equipment will be approximately doubled. Additionally, converting a delta system to a solidly ground wye system will noticeably improve power quality and virtually eliminate the "brownouts" that members experience when one phase of a two-phase plan is faulted during outages.

24

This \$1.500,000 loan will fund Step 1 of the project, which is the Wye-Conversion of the BIUD distribution substation, generators, the National Grid interconnection, the New Harbor 3A distribution circuit, and then all other distribution circuits out to a certain point where the circuitx will be converted back to Delta. The conversion back to Delta will be done using temporary pole-mounted "Step Transformers." Each circuit will then be fully restored to Wye in Steps 2-6 as shown below:

31

Circuit Number/Name	Year Complete
6A Corn Neck	2023
5A East Circuit/Old Harbor	2024
4A High Street	2025
2A West Side	2026
1A Airport	2027

3 It is expected that work beyond the initial Step 1 will be completed using existing

budgeted capital funds and will be incorporated with other pole replacements/upgrades.

5 There is also a possibility that grant money could help fund any of this work.

6

4

## 7 Q. Has a detailed budget been completed?

8 A. Yes. The major cost components are listed below:

9

MAJOR COST COMPONENTS		
Step Transformers	\$175,000	
Substation Reclosers	\$185,000	
Substation Upgrades	\$70,000	
Ntional Grid Conversion	\$80,000	
Misc Line Materials	\$75,000	
Conductor for Neutral	\$65,000	
Labor	\$500,000	
Contingency	<u>\$350,000</u>	
TOTAL	\$1,500,000	

#### Q. 1 Has the BIUD Board of Commissioners approved these loans, and have they been 2 discussed in open Board meetings? Yes. BIUD's most recent regular Board of Commissioners meeting was held on 3 A. December 18, 2021, and the loans were presented to the Commissioners. In a special 4 meeting held on December 27, 2021, the BIUD Board of Commissioners passed the 5 Certification of Incumbency and Resolution for the two loans (Attachment JMW-4). Both 6 were public meetings that were held in open sessions. 7 8 Does this complete your pre-filed direct testimony? 9 Q.

10 A. Yes, it does.

#### ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into as of the 16th day of January, 2019 ("Effective Date") between the BLOCK ISLAND POWER COMPANY, a Rhode Island public utility ("Seller"), and the BLOCK ISLAND UTILITY DISTRICT, a quasi-municipal corporation and political subdivision of the State of Rhode Island ("Buyer").

#### WITNESSETH:

WHEREAS, Seller desires to sell and transfer to Buyer, and Buyer desires to purchase from Seller, all of Seller's assets in accordance with the provisions of the Block Island Utility District Act of 2017 (Title 45, Chapter 67 of the Rhode Island General Laws) and upon the terms and conditions set forth in this Agreement,

**NOW, THEREFORE**, in consideration of the good and valuable consideration described herein, the receipt and sufficiency of which is hereby expressly acknowledged by the parties, the parties hereto agree as follows.

## ARTICLE I DEFINITIONS

Except as otherwise indicated, capitalized terms used but not defined herein shall have the meanings set forth respectively in Exhibit A attached to this Agreement. Certain terms are defined where first used; the remaining terms are defined on Exhibit A.

#### ARTICLE II

#### SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

#### 2.1 PURCHASED ASSETS:

Seller agrees to and shall irrevocably sell, transfer, and deliver to Buyer at the Closing, and Buyer agrees to purchase from Seller, all real property, personal property, rights in any real and personal property, facilities, equipment, contract rights, and other tangible or intangible property of any kind owned by Seller, and goodwill, including the assets of Seller more particularly described below (hereinafter collectively referred to as the "Purchased Assets") subject to all rights of Seller's ratepayers in the Purchased Assets as delineated in state law and in prior orders of the Rhode Island Public Utilities Commission ("PUC") and the Rhode Island Division of Public Utilities and Carriers ("Division"):

(a) <u>Owned Real Property</u>: All real property, easements, and rights-of-way owned by Seller, including the real property set forth on Schedule 2.1(a) attached hereto (the "Owned Real Property"), said property to be transferred by Quitclaim Deed;

(b) <u>Tangible Property</u>: All machinery, equipment, furniture and fixtures, office equipment, computer equipment, communications equipment, vehicles, spare and replacement parts, and other tangible property (and interests in any of the foregoing) owned by Seller as set forth in the attached Fixed Asset List referenced as Schedule 2.1(b);

(c) <u>Inventory</u>: All fuel, supplies, and items of inventory owned by Seller as of the Closing Date, whether in possession of Seller or a third party (the "Inventory");

(d) <u>Purchased Records</u>: All operating data and records relating to Seller's business operations as a public utility ("Business") wherever located, including books, records, files, documents, financial records, bills, accounting, internal and audit records, operating manuals, personnel records, databases, all lists of past, present or prospective customers, suppliers and vendors, customer and vendor files, cell tower records, marketing, sales support and promotional literature, market research studies, all computer software; provided, however, that Seller shall retain all corporate or organizational records and minute books.

(e) <u>Cash and Accounts; Insurance Claims</u>: All of Seller's cash as of the Closing Date (other than Seller's right to receive the Purchase Price hereunder); all right, title and interest in and to accounts, accounts receivable (billed or unbilled) and all unpaid claims under any insurance policies of the Business for damage to any of the Purchased Assets occurring prior to the Closing.

(f) <u>Contracts</u>: All rights under the Contracts listed on Schedule 2.1(f) attached hereto (each a "Business Contract" and collectively, the "Business Contracts");

(g) <u>Prepaid Items</u>: All prepaid assets and expenses and charges paid by Seller prior to the Closing Date as are reflected in the general ledger accounts of Seller;

(h) <u>Software</u>: All of Seller's right, title and interest in and to software, software systems, source codes, databases, database systems, and mailing lists, whether owned, leased, or licensed by Seller, to the extent they exist, including, all sales and graphic design software owned or licensed by Seller;

(i) Statutory Rights, Privileges and Franchises: All of Seller's rights, privileges and franchises as provided in state law;

(j) Names: All right to use the names Block Island Power Company and BIPCO; provided, however, that Buyer shall be responsible for the payment of any and all filing, legal and other fees necessary or advisable to effect the name transfer and change of name of Seller; and

(k) <u>Other Assets</u>: All other assets of Seller reflected on the most recent Financial Statements of Seller, including without limitation, all property and equipment, current assets, and deferred assets as shown thereon.

#### 2.2 <u>RETENTION BY SELLER</u>:

Seller shall retain all refunds, if any, for Taxes relating to periods prior to the Closing Date and all rights of Seller under this Agreement, to the Purchase Price payable hereunder, and to any agreement, certificate, instrument or other document executed and delivered by Buyer for the benefit of Seller in connection with the transactions contemplated hereby.

#### 2.3 ASSUMPTION OF LIABILITIES

Upon the terms and subject to the conditions set forth herein, at the Closing, Buyer shall assume from Seller (and thereafter pay, perform, discharge or otherwise satisfy), the following liabilities including, without limitation, the obligations of Seller and those liabilities and obligations as referenced in the Block Island Utility District Act of 2017 (collectively, the "Assumed Liabilities"):

(a) Seller's trade payables, accrued expenses and accrued payroll and withholdings (other than expenses that are Excluded Liabilities);

(b) Customer deposits;

(c) All liabilities and obligations of Seller that are to be performed under the Business Contracts listed on Schedule 2.1(f) attached hereto that are in effect as of the Closing;

(d) Liabilities to customers for repair or replacement of products sold or delivered by Seller prior to Closing; and

(e) To the extent not otherwise identified in this Paragraph 2.3, the Liabilities of Seller reflected in the general ledger accounts of Seller.

## 2.4 <u>EXCLUDED LIABILITIES; SELLER'S OBLIGATIONS WHICH SURVIVE THE</u> <u>CLOSING</u>

(a) Buyer will not assume or be obligated to pay the following (collectively, "Excluded Liabilities") all of which Excluded Liabilities shall remain the sole responsibility and obligation of Seller and the obligation of Seller to pay the Excluded Liabilities shall survive the Closing:

(i) Any Liability of Seller under this Agreement or for legal, accounting or broker's fees, Taxes or other transaction costs incurred in connection with this Agreement or the consummation of the transactions contemplated hereby;

(ii) Any Liabilities for indebtedness for borrowed money, which Liabilities shall be discharged by or at the direction of Seller at the Closing from the proceeds of the sale (the "Closing Indebtedness");

(iii) Any Liability of Seller to the Trust as hereinafter defined and qualified in Paragraph 6.5; and

(iv) Any Liability of Seller for income taxes for periods prior to the Closing.

(b) The following obligations of Seller in addition to those listed in Paragraph (a) above shall survive the Closing:

(i) Pursuant to this Agreement, Seller and Buyer where required are obligated to use their commercially reasonable efforts to obtain any and all such third-party\_consents or approvals as may be required under all Business Contracts; provided, however, that Seller shall not be required to expend any funds whatsoever in connection with this obligation

(ii) To the extent that any claim may be asserted against Seller and/or Buyer which is covered by insurance, Seller will cooperate with Buyer in defending such claim to the extent of the insurance available; provided, however, that in no event shall Seller be required to expend any funds whatsoever to defend any such claim or to compensate the party asserting any such claim.

(iii) Seller will use all commercially reasonable efforts to ensure that Seller's lender(s) provide mortgage/UCC discharges within ninety (90) days of the Closing.

(iv) Following the Closing, Seller agrees to hold in trust and to deliver promptly to Buyer in the form received all checks, instruments and other payments of receivables purchased by Buyer hereunder. Seller irrevocably appoints Buyer as Seller's attorney-in-fact (coupled with an interest) to execute any such checks, instruments and other payments in Seller's name and to deposit the same into any account of Buyer.

#### 2.5 NATURE OF TRANSACTION

The transaction contemplated by this Agreement is the purchase and sale of assets and not a de facto-merger of Seller and Buyer. Buyer is not a successor in interest to Seller, and neither Seller nor any of its shareholders shall have any continuing participation in the ownership or management of the business conducted with the Purchased Assets following the Closing. Buyer shall not assume or have any responsibility with respect to any of the Excluded Liabilities.

## ARTICLE III CONSIDERATION

#### 3.1 PURCHASE PRICE

The purchase price ("Purchase Price") for the Purchased Assets is five million eight hundred thousand dollars (\$5,800,000) and shall be paid to or disbursed at the direction of Seller at the Closing.

#### 3.2 PAYOFF DOCUMENTS

Prior to Closing, Seller shall deliver to Buyer payoff letters relating to the Closing Indebtedness of Seller, which documents shall provide that, upon payment of the amount specified

therein, all agreements, including pledges, mortgages and security interests evidencing the related Closing Indebtedness shall terminate, without any continuing liability of Seller thereunder.

## ARTICLE IV CLOSING

The closing of the transaction contemplated hereby (herein referred to as the "Closing") shall occur within ten (10) days of the last to occur of the conditions precedent referenced below at 100 Ocean Avenue, Block Island, Rhode Island 02807 at 10:00 A.M., or at such other place as Buyer's institutional lender may require. Seven (7) days prior to the Closing, Seller shall deliver to Buyer a closing financial statement which sets forth such closing financial information as Buyer shall request. The date on which the Closing actually occurs is referred to herein as the "Closing Date." At the Closing, Seller will deliver to Buyer such deeds, bills of sale, endorsements, assignments, or other instruments as shall be necessary or advisable to vest in Buyer good and marketable title to the Purchased Assets sold to Buyer hereunder (the "Operative Agreements"). The parties agree that time is of the essence of this Agreement.

Prior to the Closing, Seller, Buyer and Buyer's lender will execute a flow of funds memorandum which sets forth the manner by which the Purchase Price will be disbursed as part of the Closing.

## ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

In order to induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereunder, Seller makes each of the following representations, warranties, covenants, and agreements, each of which is made as of the Effective Date and as of the Closing Date and shall be deemed to be independently made and relied upon by Buyer notwithstanding any investigation of Seller made by Buyer, or its or their legal counsel, accountants, or other advisors.

#### 5.1 CORPORATE EXISTENCE AND QUALIFICATION OF SELLER

Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Rhode Island and has all requisite corporate power and authority to own its properties and to carry on its business as it is now being conducted and as it will be conducted on the Closing Date in accordance with its enabling legislation, as amended. Seller has no subsidiaries, and the Business is conducted by Seller in its own name or the name "BIPCo." Copies of Seller's enabling legislation, as amended, and by laws of Seller, including the respective amendments thereto (collectively, the "Seller Organizational Documents"), have been delivered to Buyer, and such copies are true, complete, and correct in every particular, and no amendments thereto have been made.

#### 5.2 <u>AUTHORITY</u>

Seller has all requisite corporate power and authority to enter into and deliver this Agreement and the Operative Agreements to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and the Operative Agreements to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate and stockholder action on the part of Seller. This Agreements to which Seller is a party constitute the valid and binding obligation of Seller.

### 5.3 <u>NO VIOLATION; THIRD PARTY CONSENTS</u>

Except as to the Business Contracts listed in Schedule 2.1(f) attached hereto, the execution and delivery by Seller of this Agreement and the Operative Agreements to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby will not conflict with or violate, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any obligation or loss of any benefit under, result in the creation of any encumbrance on any of the Purchased Assets pursuant to, or require it to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result or under, the terms and provisions of (a) Seller Organizational Documents, (b) any Contract to which Seller is a party or by which any of the Purchased Assets are bound, or (c) any law applicable to Seller or any of the Purchased Assets, or any Governmental Order issued by a Governmental Authority by which Seller or any of the Purchased Assets is in any way legally bound or obligated. The consents, waivers, approvals, actions, filings, are collectively referred to herein as the "Seller Required Consents."

#### 5.4 GOVERNMENT PERMITS AND CONSENTS

Although the transaction contemplated by this Agreement does not fall under the regulatory requirements of R.I.G.L. §39-3-24, as the transaction is not between two public utilities, the parties intend to submit this transaction to the Division for a determination as to whether the Division will exercise its discretionary review pursuant to R.I.G.L. §39-1-38. Accordingly, the Closing Date will be extended for such time as required for the Division to complete its review.

Except as set forth above and for Seller Required Consents, no consent, waiver, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of Seller in connection with the execution and delivery by Seller of this Agreement and the Operative Agreements to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby.

#### 5.5 FINANCIAL STATEMENTS

Copies of the audited balance sheet and related audited statements of income and retained earnings and of cash flows of Seller for each of its fiscal years ended May 31, 2016, May 31, 2017 and May 31, 2018, together with the report thereon of Carliri, Mancini & Barbieri, PC, Certified Public Accountants of Cranston, Rhode Island for each such year (the "Year-End Statements"), and the unaudited balance sheet (the "Balance Sheet") for Seller as at September 30, 2018 (the "Balance Sheet Date") and related unaudited statement of income and retained earnings for the period then ended, prepared by the management of Seller (the "Interim Statements") have been provided to Buyer. The Financial Statements (including the notes thereto) have been

Attachment JMW-1

prepared in accordance with United States generally accepted accounting principles, as in effect from time to time, applied on a consistent basis throughout the periods covered thereby and fairly present in all material respects the financial condition of Seller as of such dates and the results of the operations of Seller for the periods specified; *provided*, however, that the Interim Statements on the Balance Sheet Date are subject to normal year-end adjustments and lack footnotes.

#### 5.6 <u>TITLE</u>

The Purchased Assets include all rights, assets and property currently held for use in the Business. Seller has good and marketable title to or a valid leasehold or license interest in each item of property used or held for use by it in the Business and included in the Purchased Assets (including good and marketable title to all assets reflected on the Balance Sheet or acquired since the Balance Sheet Date, other than those disposed of since the Balance Sheet Date in the ordinary course of business consistent with past practice) subject to all rights of Seller's ratepayers in the Purchased Assets as delineated in state law and in prior orders of the PUC and the Division.

#### 5.7 TAX RETURNS

Seller has timely filed (including extensions) with the appropriate Governmental Authorities, all Tax and other returns required to be filed by it and such returns are true and complete, and all Taxes shown thereon to be due have been paid. Seller will timely file (including extensions) with appropriate governmental authorities, all Tax and other returns which shall be required to be filed by it after the Closing Date related to the Business or assets of Seller prior to the Closing Date, and such returns shall be true and complete and all Taxes shown thereon shall be paid.

#### 5.8 ACCURACY OF BOOKS AND RECORDS

The books, records, bills, and accounting records of Seller relating to the Business were prepared in the ordinary course of business and are in all material respects accurate and complete and there are no material matters for which proper entry has not been made in such books and records to the best of Seller's information and belief.

#### 5.9 BUSINESS EMPLOYEES

(a) Schedule 5.9(a) attached hereto lists all employees of Seller including (and designating as such) any such employee who is an inactive employee on paid or unpaid leave of absence, short-term disability or long-term disability, and indicating the date and location of employment, current title, compensation and other benefits accrued as of a recent date.

(b) No employee of the Business is represented by a labor organization, there are no existing, pending or, to the knowledge of Seller, threatened strikes, work stoppages or lockouts related to the employees of the Business; to the knowledge of Seller, there are no union organizational campaigns in progress with respect to employees of the Business or any questions concerning representation with respect to such employees; and there are no unfair labor practice charges or complaints pending against Seller with the National Labor Relations Board or any similar foreign labor board or governing body.

(c) Buyer shall continue to employ the employees of Seller listed on Schedule 5.9(a). Seller has no written employment contracts with any of its employees and all of its employees are employed on an at-will basis.

#### 5.10 EMPLOYEE BENEFIT PLANS

(a) Schedule 5.10(a) attached hereto contains a true and complete list of all Benefit Plans. Seller has delivered to Buyer a copy of each Benefit Plan (or if unwritten, a reasonably detailed description of such Benefit Plan), and (as applicable for each Benefit Plan) a summary plan description, the most recent Form 5500 filed with the IRS and each trust agreement, group annuity contract or other funding or financing vehicle.

(b) No Benefit Plan is a plan that is subject to Title IV of ERISA or 302 of ERISA or the minimum funding rules of Section 412 of the Code, and Seller has never contributed to, sponsored or maintained, or ever been obligated to sponsor, maintain or contribute to, any such plan.

(c) There have been no "prohibited transactions" (as described in § 406 of ERISA or § 4975 of the Internal Revenue Code) or "reportable events" (as described in § 4043 of ERISA) with respect to any Benefit Plan maintained by Seller as to which Seller has been a party.

#### 5.11 <u>CONTRACTS</u>

(a) Schedule 2.1(f) attached hereto list all of the Business Contracts to which Seller is a party or by which any assets of Seller are bound or are subject (the "Seller Contracts"), including any of the following Business Contracts, if applicable:

(i) Contracts to make capital expenditures or which provide for the purchase of goods or services by Seller from any one Person or group of related Persons under which the undelivered balance of such goods or services has an aggregate purchase price in excess of one thousand dollars (\$1,000);

(ii) Contracts or group of related Contracts which provide for the sale of goods or services by Seller to any one Person or group of related Persons under which the undelivered balance of such goods or services has an aggregate sale price in excess of one thousand dollars (\$1,000);

(iii) Contracts relating to Liabilities or to the granting by Seller of an Encumbrance on its assets, or any guaranty by Seller of any obligation in respect of borrowed money or otherwise;

(iv) Contracts with dealers, distributors or sales representatives;

(v) Employment, confidentiality or non-competition Contracts with any employee, officer, consultant or management advisor;

(vi) Contracts which limit the freedom of Seller to engage in any business or compete with any Person;

(vii) Contracts pursuant to which Seller is a lessor or a lessee of any personal or real property, or holds or operates any tangible personal property owned by another Person;

(viii) Contracts or group of Contracts for the purchase or sale of capital assets in excess of one thousand dollars (\$1,000) individually, or in the aggregate;

(ix) Each partnership or joint venture Contract; and

(x) Any other Contract related to the Purchased Assets.

(b) Complete copies of each of Seller Contracts, including amendments, waivers, or other changes thereto have been provided to Buyer. In the case of each oral Seller Contract, the applicable Schedule on which it is listed also includes a brief description of such Contract. Each of Seller Contracts is in full force and effect and is the legal, valid, and binding obligation of Seller,

and to Seller's knowledge, the other party thereto, in each case enforceable in accordance with its respective terms. To Seller's knowledge, no other party to any Seller Contract is in breach or default thereunder.

#### 5.12 ABSENCE OF CERTAIN CHANGES OR EVENTS

Since the Balance Sheet Date, the business and operations of Seller have been conducted in the ordinary course of business, consistent with past practice.

#### 5.13 CORRECTNESS OF REPRESENTATION AND WARRANTIES ON THE CLOSING

Each representation and warranty of Seller set forth in this Agreement shall be true on and as of the Closing as though such representation or warranty was made again on and as of such time.

#### 5.14 ENFORCEABILITY

This Agreement and the Operative Agreements to which Seller is a party constitute the valid and binding obligation of Seller, and are enforceable against Seller in accordance with their terms, except to the extent that enforceability is limited by bankruptcy, insolvency, or similar laws affecting creditors' rights and remedies or by equitable principles.

#### 5.15 LITIGATION

Except for current matters pending before the Division and/or the PUC and except for the McGinnes v. Town of New Shoreham, et al., C.A. No. WC-2018-0212 litigation, there are no pending or, to the knowledge of Seller, threatened actions relating to or otherwise affecting any of the Purchased Assets.

#### **ARTICLE VI**

#### **REPRESENTATIONS AND WARRANTIES BY BUYER**

In order to induce Seller to enter into this Agreement and to consummate the transaction contemplated hereunder, Buyer makes the following representations, warranties, covenants, and agreements:

### 6.1 CORPORATE EXISTENCE AND QUALIFICATION OF BUYER

Buyer is a quasi-municipal corporation and political subdivision of the State of Rhode Island duly organized and existing and in good standing under the laws of the State of Rhode Island.

#### 6.2 AUTHORIZATION OF AGREEMENT BY BUYER; ENFORCEABLE AGREEMENT

All action required to be taken by Buyer to authorize it to carry out this Agreement and the Operative Documents has been duly and properly taken. This Agreement and the Operative Agreements to which Buyer is a party constitute the valid and binding obligation of Buyer, and are enforceable against Buyer in accordance with their terms.

#### 6.3 GOVERNMENT PERMITS AND CONSENTS

Except as otherwise set forth in this Agreement no consent, waiver, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of Seller in connection with the execution and delivery by Seller of this Agreement and the Operative Agreements to which it is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby.

## 6.4 <u>CORRECTNESS OF REPRESENTATIONS AND WARRANTIES ON THE CLOSING</u> DATE

Each representation and warranty of Buyer set forth in this Agreement shall be true on and as of the Closing as though such representation and warranty were made again on and as of such time.

#### 6.5 CONTINGENT LIABILITY ASSUMPTION

The board of directors of Seller has adopted a resolution recommending the sale of the Purchased Assets to Buyer as contemplated by this Agreement (the "Corporate Action") and directed that such resolution be submitted to Seller's shareholders for consideration at a special meeting of shareholders which was held on December 3, 2018. Written notice of the right of any shareholder to dissent from the Corporate Action and a copy or summary of Section 7-1.2-1202 of the Rhode Island General Laws (Rights of Dissenting Shareholders) was given to each shareholder contemporaneously with the notice of meeting of shareholders.

The Sara Golinveaux McGinnes 2011 Trust (the "Trust"), the holder of 1/3 of the issued and outstanding shares of capital stock of Seller (the "Trust Shares"), has objected to the Corporate Action, the Corporate Action has been approved by Seller's shareholders, and the Trust has made demand for the fair value of the Trust Shares.

Based upon the amount recently paid for the BIPCO shares by the Town of New Shoreham in an arms-length transaction, the appraisal received and the current Seller financials, the parties anticipate that the fair value of the Trust Shares is approximately \$900,000; however, in the unlikely event that the fair value of the Trust Shares is determined to be more than \$900,000 by agreement, by the final judgment of a court of competent jurisdiction, or otherwise, Buyer will pay directly to the Trust any amount over said \$900,000 up to a maximum of \$300,000 ("Contingent Liability Assumption"). This dubious Contingent Liability Assumption is offered by Buyer as an inducement to Seller to consummate the transactions contemplated by this Agreement.

#### ARTICLE VII

#### **COVENANTS OF THE PARTIES**

In addition to any covenant or agreement set forth elsewhere in this Agreement, the parties hereto hereby agree as follows:

#### 7.1 ASSIGNMENT OF CONTRACTS

To the extent that transfer or assignment hereunder by Seller to Buyer of any Business Contract is not permitted or is not permitted without notification or the consent or approval of another Person, this Agreement shall not be deemed to constitute an assignment, an attempted assignment or an undertaking to assign such Business Contract if such consent or approval is not given or if such an assignment, attempted assignment or undertaking otherwise would constitute a breach thereof or cause a loss of benefits thereunder. Seller (and Buyer where required) shall use their commercially reasonable efforts to obtain any and all such third-party<sub>z</sub>consents or approvals under all Business Contracts.

#### 7.2 CONDUCT OF BUSINESS PRIOR TO CLOSING

Until the Closing, Seller will conduct the Business and its activities in the ordinary course and shall use the same methods of service, purchase, sale, management, accounting, and operation as used by Seller in its operation of its business prior to the Effective Date.

#### 7.3 PRESERVATION OF BUSINESS AND RELATIONSHIPS

Until the Closing, Seller shall, without making any commitments on behalf of Buyer, use its commercially reasonable efforts to preserve the business of Seller and its present relationships with suppliers, customers and others having business relationships with Seller affecting or related to its business. Additionally, Seller shall: pay all Liabilities, Taxes or other obligations when due; maintain, defend and preserve its properties, assets and all insurance policies; perform all obligations under all Contracts; maintain books and records in accordance with past practice; and comply in all material respects with applicable laws.

#### 7.4 <u>NEGATIVE COVENANTS</u>

Without Buyer's prior written consent or except as expressly permitted by this Agreement, from the Effective Date through the Closing, Seller shall not take any of the following actions, whether or not in the ordinary course of business of Seller:

(a) Amend the charter or governing documents of Seller;

(b) Pay any dividends or prepay any Taxes;

(c) Issue any equity interests in Seller or issue or create any warrants, obligations, subscriptions, options, convertible securities or other commitments under which any equity interests of Seller may be issued, the effect of which issuance or creation could impair or otherwise adversely affect Seller's ability to perform its obligations under this Agreement;

(d) Hire any executive or management-level employees; or

(e) Knowingly do any act or omit to do any act that could cause a material breach or default under any Assumed Contract.

#### 7.5 NOTICE OF CERTAIN EVENTS

From the date hereof until the Closing, Seller shall promptly notify Buyer in writing upon obtaining actual knowledge of:

(a) Any fact, circumstance, event or action the existence, occurrence or taking of which (i) has had, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Business or any of the Purchased Assets, (ii) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct, or (iii) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in this Agreement to be satisfied;

(b) Any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement, except as contemplated as a Seller Required Consent;

(c) Any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(d) Any Actions commenced or, to Seller's knowledge, threatened against, relating to or involving or otherwise affecting Seller (i) that, if pending on the Effective Date, would have been

required to have been disclosed pursuant to this Agreement or (ii) that relates to the consummation of the transactions contemplated by this Agreement.

#### 7.6 ACCESS TO INFORMATION

Until the Closing, Seller will give Buyer and its representatives reasonable access to Seller's books and records related to the Business and to all personnel, offices and other facilities and properties of Seller and will furnish such other information in respect of the operation of Seller as Buyer may reasonably request; *provided*, that all requests for access pursuant to this Paragraph 7.6 shall be made in writing and shall be directed to and coordinated with Seller or such individuals Seller shall designate; *provided*, *further*, that any such access shall be conducted at a reasonable time, upon reasonable advance notice to Seller, and in such a manner as not to interfere unreasonably with the operation of the Business as conducted by Seller.

#### 7.7 FURTHER ASSURANCES

Except as otherwise expressly provided in this Agreement, each of the parties hereto agrees to use its commercially reasonable efforts before and after the Closing Date to take or cause to be taken all action, to do or cause to be done, and to assist and cooperate with the other party hereto in doing, all things necessary, proper or advisable under applicable laws to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement,; provided, however, that in no event shall Seller be required to expend any funds whatsoever in connection with the representations made in this Paragraph 7.7.

As soon as reasonably practicable after the Closing and subject to any required approvals from the PUC and/or the Division, Buyer shall file fictitious business name statements with the Secretary of State for the names "BIPCo" and "Block Island Power" and Seller shall provide Buyer with letters of consent pertaining to these filings. After the Closing, Seller shall not use its name in connection with Business operations.

#### 7.8 BROKER'S COMMISSION

The parties hereby agree and warrant to each other that there are no claims for brokerage commissions, or placement or finders' fees in connection with the transactions contemplated by this Agreement.

#### ARTICLE VIII

#### CONDITIONS PRECEDENT TO CLOSING

The obligations of the parties under this Agreement are expressly subject to the following conditions:

## 8.1 <u>COMPLIANCE BY SELLER; CORRECTNESS OF SELLER'S REPRESENTATIONS</u> AND WARRANTIES

Seller shall have complied with and performed all the terms, covenants, and conditions of this Agreement to be complied with and performed by Seller, and all of the representations and warranties made by Seller under this Agreement shall be true and correct as of the Closing, and Seller shall deliver a certificate of its President, dated as of the Closing Date, certifying to the truth and accuracy of the foregoing.

#### 8.2 <u>CERTIFIED RESOLUTIONS OF SELLER</u>

Seller shall have delivered to Buyer a certificate, dated as of the Closing Date, signed by the Secretary of Seller setting forth the votes or consents constituting the authorization and approval of the Board of Directors and shareholders of Seller for the sale of the Purchased Assets.

#### 8.3 APPROVAL BY COUNSEL

All instruments and documents required to carry out this Agreement or incidental thereto, including all Operative Agreements, and all other related legal matters shall have been approved

by counsel for the parties and counsel for Buyer's institutional lender, which approval will not be unreasonably withheld.

#### 8.4 <u>TAXES</u>

Seller shall present to Buyer a Certificate of Tax Good Standing for Seller (sale of major part of assets) issued by the Rhode Island Division of Taxation and dated not more than thirty (30) days prior to the Closing.

#### 8.5 ABSENCE OF ADVERSE CHANGE IN SELLER

From the date hereof until the Closing, there will have been no adverse change in the business or properties of Seller, other than the changes occurring in the ordinary course of business, which individually or in the aggregate, will not have had a material adverse effect on said business or properties; and the business and operations of Seller shall not have been adversely affected in any material way as a result of any fire, accident, or other casualty or by any act of God or the public enemy.

#### 8.6 <u>FINANCING</u>

Buyer, at its expense, shall use its commercially reasonable efforts to procure, a loan (hereinafter, the "Loan") sufficient to finance the acquisition of the Purchased Assets at prevailing rates and conditions. The obligations of Buyer hereunder are expressly conditioned on Buyer's ability to obtain the Loan and obtain all required approvals of all Governmental Authorities in connection therewith. Buyer shall pay all lender fees and all fees for appraisals, inspections, reports, and other costs related to the Loan.

#### 8.7 <u>REGULATORY</u>

The parties shall have obtained all Seller Required Consents and Buyer Required Consents, including approval of the PUC and/or the Division, if required, and all other regulatory authorities

necessary or advisable to complete the transaction and required Buyer financing contemplated in this Agreement.

#### 8.8 ABSENCE OF GOVERNMENTAL ORDER

There shall be no Governmental Order in existence that restricts or other otherwise interferes with or limits the closing of the transactions contemplated by this Agreement or that would adversely impact the operation of the Business by Buyer following the Closing.

#### ARTICLE IX

#### **TERMINATION**

#### 9.1 <u>Termination</u>

This Agreement may be terminated at any time prior to the Closing:

- (a) By written notice from Seller to Buyer;
- (b) By written notice from Buyer to Seller; or
- (c) By mutual written agreement.

#### 9.2 Effect of Termination

In the event of a valid termination of this Agreement pursuant to Paragraph 9.1 hereof, written notice thereof shall forthwith be given to the other party, and, except as set forth in this Paragraph 9.2, this Agreement shall terminate and be void without recourse to the parties.

In addition, if this Agreement is terminated as provided herein, then:

(a) Each party hereto will redeliver, and will cause its agents (including attorneys and accountants) to redeliver, all documents, work papers and other material of each party hereto

relating to the transactions contemplated hereby, whether obtained before or after the execution hereof; and

(b) Each party will be responsible for its own expenses as provided in Paragraph 10.1 of this Agreement.

#### ARTICLE X

#### **MISCELLANEOUS**

#### 10.1 EXPENSES OF THE PARTIES

Buyer and Seller will pay their own expenses, including the expenses of their accounting representatives and attorneys, in connection with the origin, negotiation, execution, and performance of this Agreement.

#### 10.2 ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the understandings of the parties and supersedes any and all oral and/or written communications, and any prior agreements between the parties relating to the subject matter of this Agreement. This document represents the entire agreement between the parties and may not be modified or changed in any way except in writing signed by all the parties hereto. No supplement, modification, or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable unless it is in writing and executed by the parties hereto.

#### 10.3 HEADINGS; INTERPRETATION

The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. When a reference is made in this Agreement to an Article, Paragraph, Exhibit, or Schedule, such reference shall be to an Article or Paragraph of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. Each reference to an Exhibit or Schedule shall be deemed to incorporate such Exhibit or Schedule into this Agreement in its entirety at the place where such reference is made. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." References to "dollar" or "\$" contained herein are to United States Dollars (unless otherwise specified). The words "hereof," "herein," "hereto" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder (*provided*, that for purposes of any representations and warranties contained in this Agreement that are made as of a specific date or dates, references to any statute shall be deemed to refer to such statute, as amended, and to any rules or regulations promulgated thereunder, in each case, as of such date).

#### 10.4 APPLICABLE LAW

This Agreement is subject to and is to be construed pursuant to the laws of the State of Rhode Island, which laws shall govern the transactions herein contemplated regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

#### 10.5 NOTICES

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, facsimile transmission (including e-mail delivery of documents in PDF format, in each case receipt of which is confirmed), or sent by registered or certified mail (postage prepaid, return receipt requested) or reputable overnight courier service to the parties at the following addresses:

If to Buyer, addressed to:

Block Island Utility District c/o Barbara A. MacMullan P.O. Box 1118 Block Island, Rhode Island 02807 Email: bamacmullan@washtrust.com

With a copy of any of the foregoing to:

Partridge Snow & Hahn LLP 40 Westminster Street, Suite 1100 Providence, Rhode Island 02903 Attn: James Hahn Email: jhh@psh.com

If to Seller, addressed to:

Block Island Power Company 100 Ocean Avenue Block Island, RI 02807 Attn: Nancy O. Dodge Email: kpson@aol.com

With a copy of any of the foregoing to:

Merolla, Accetturo & Lough 469 Centerville Road, Suite 206 Warwick, Rhode Island 02886 Attn: Katherine Merolla Email: kamlaw2344@aol.com

Either party may change the address to which notices are to be sent to it by giving written notice of such change of address to the other party in the manner herein provided for giving notice.

#### 10.6 CONSTRUCTION

The parties acknowledge that each party and its counsel have reviewed and participated in the negotiation and drafting of this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

#### 10.7 PARTIES IN INTEREST

This Agreement is for the benefit of the parties hereto and their successors and assigns, and no other person or entity shall have any rights arising under this Agreement.

#### 10.8 <u>COUNTERPARTS</u>

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in PDF format) of any signed original counterpart and/or retransmission of any such signed facsimile transmission shall be deemed the same as the delivery of an original.

#### 10.9 <u>SURVIVAL</u>

All of Buyer's representations, warranties, covenants, and agreements contained in this Agreement shall survive the Closing and, subject to the applicable statute of limitations, may be enforced following the Closing. The representations and covenants of Seller which shall survive the Closing are set forth in Paragraphs 2.4 and 7.7.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

WITNESS:

"Seller" BLOCK ISLAND POWER COMPANY

Hany O. Dodage

By: Jeffery M. V

President

WITNESS:

"Buyer"

#### **BLOCK ISLAND UTILITY DISTRICT**

Hancy O. Dolge

By: \_

Barbara A. MacMullan

Chairperson

## EXHIBIT A DEFINITIONS

For purposes of this Agreement, the following terms, when used in this Agreement or any Exhibit or Schedule to this Agreement, shall have the meanings designated below:

"<u>Benefit Plan</u>" means any Plan that is sponsored, maintained or contributed to or required to be contributed to by Seller or to which Seller is a party, or with respect to which Seller has any other similar or comparable obligation or liability (fixed, contingent or otherwise), whether written or oral, for the benefit of Seller's employees and their dependent beneficiaries, whether or not subject to ERISA.

"<u>Contract</u>" means any contract, agreement, indenture, note, bond, instrument, lease, conditional sales contract, mortgage, license, franchise agreement, concession agreement, insurance policy, security interest, guaranty, binding commitment or other agreement or arrangement, whether written or oral, including pricing agreements, advertising agreements, cell tower leases, power purchase agreements, distribution agreements, warehouse agreements and accepted purchase orders or purchase commitments and all rights thereunder and including "BIPCo contractual obligations" as such term is defined in Title 45, Chapter 67 of the Rhode Island General Laws.

"<u>ERISA</u>" means the Employee Retirement Income Security Act of 1974, as amended, any successor statute thereto and the rules and regulations promulgated thereunder.

"<u>Governmental Authority</u>" means any government, any governmental entity, department, commission, board, agency or instrumentality, and any court, tribunal or judicial body, in each case whether federal, state, county, provincial, local, or foreign.

"<u>Law</u>" shall mean any federal, state, provincial, local, municipal, foreign, international or multinational constitution, law, ordinance, by-law, principle of common law, regulation, rule, statute, or treaty, ruling, order, judgment, injunction, award, decree, or other requirement

"<u>Liability</u>" means any indebtedness, obligation or other liability (whether absolute, accrued, matured, contingent, known or unknown, fixed or otherwise, or whether due or to become due), including, any fine, penalty, judgment, award or settlement respecting any judicial administrative or arbitration proceeding, damage, loss, claim or demand with respect to any law.

"<u>Person</u>" means any individual, general or limited partnership, firm, corporation, limited liability company, partnership, association, trust, unincorporated organization or other entity.

"<u>Plan</u>" means any deferred compensation, bonus or other incentive compensation plan, stock option, stock purchase, program, agreement or arrangement, any severance or termination pay, medical, surgical, hospitalization, life insurance and other "welfare" plan, fund or program (within the meaning of Section 3(1) of ERISA), any profit-sharing, stock bonus or other "pension" plan, fund or program (within the meaning of Section 3(2) of ERISA), any employment, termination or severance agreement or arrangement.

"<u>Tax</u>" means any federal, state, county, provincial, local or foreign income, gross receipts, sales, use, ad valorem, employment, severance, transfer, gains, profits, excise, franchise, property, capital stock, premium, minimum and alternative minimum or other taxes, fees, levies, duties, assessments or charges of any kind or nature whatsoever imposed by any Governmental Authority (whether payable directly or by withholding), together with any interest, penalties (civil or criminal), additions to or additional amounts imposed by, any Governmental Authority with respect thereto.

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## **SCHEDULES**

Schedule 2.1(a)	-	Owned Real Property
Schedule 2.1(b)	-	Fixed Asset List
Schedule 2.1(f)	-	Business Contracts
Schedule 5.9(a)	-	Employees of Seller
Schedule 5.10(a)	-	Benefit Plans

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#### SCHEDULE 2.1(a)

PARCEL I (Lot 36): That certain parcel of land with the buildings and improvements thereon, situated on the southwesterly side of Ocean Avenue in the Town of New Shoreham, State of Rhode Island bounded and described as follows:

Beginning at a point in the southwesterly line of Ocean Avenue at the northerly corner of said parcel at the end of a stone wall located four-hundred-three (403) feet, more or less, southeasterly from the point of the intersection of the southwesterly line of Ocean Avenue, with the southerly line of Beach Avenue, said point of beginning being at a corner of land said to be lately of Max Grant and presently of Island Light and Power Company; thence southeasterly bounding northeasterly on Ocean Avenue one-hundred-sixty-nine (169) feet; thence S. 41-1/2 degrees W. two-hundred-fifteen (215) feet to the end of a stone wall; thence N. 72 degrees W. with said wall one-hundred fourteen (114) feet; thence N. 15 degrees E. fifty-nine (59) feet to the end of a stone wall; thence S. 86 degrees W. with said wall sixty-four (64) feet; thence N. 12 degrees W. with said wall ninety-two (92) feet; thence N. 73-1/2 degrees E. with said wall onehundred-twenty-eight (128) feet; thence N. 80 degrees E. with said wall sixty (60) feet; thence N. 31-1/2 degrees E. with said wall forty-seven (47) feet to Ocean Avenue at the point of beginning and containing about one and one-tenth (1-1/10) Acres of land.

PARCEL II (Lot 37): All that certain condominium unit, together with any improvements thereon, located in the Town of New Shoreham, County of Washington, and State of Rhode Island, Land Unit No. 3 (the "Unit") of the BIPCO Land Condominium (the "Condominium"), a condominium project located in New Shoreham, Rhode Island the hereinafter-described Declaration of Condominium. The Condominium has been established pursuant to the Rhode Island Condominium Act by Declaration, dated July 20, 2015 (the "Declaration"), and recorded on July 20, 2015 in Book 489 at Page 274 of the New Shoreham Land Evidence Records (the "Records") and is shown on those certain Plats and Plans totaling 3 sheets entitled, "Block Island Power Company Block Island Power Substation" prepared by DiPrete Engineering dated April 22, 2014, last revised November 13, 2014, Assessor's Plat 17, Lot 37 New Shoreham, Rhode Island", recorded with the Records on January 5, 2015, as follows: "Land Condominium Plat - Boundary Survey", Sheet 1 of 3, as shown on Records Map 874 (the "Survey Plan"); "Land Condominium Plat – Land Units", Sheet 2 of 3, as shown on Records Map 875 (the "Plat Plan"); and "Land Condominium Plat - Easements", Sheet 3 of 3, as shown on Records Map 876 (the "Easement Plan"). Together with the appurtenant undivided interest in the Common Elements of the Condominium ascribed to the Unit in the Declaration.

PARCEL III (Lot 35): That certain tract or parcel of land, with the buildings and improvements thereon, situated in the Town of New Shoreham, State of Rhode Island, situated southwesterly of Ocean Avenue and southeasterly of Beach Avenue, as delineated on "Hygeia Plat" prepared by

J.A. Latham & Son July 1922, and recorded in the Records of Land Evidence of said Town of New Shoreham, and being a portion of the land conveyed to Max L. Grant and Louis M. Grant by deed dated June 13, 1923, and recorded in Volume 21 at pages 329, 330 and 331 of said Records of Land Evidence, being further described as follows:

Beginning at a point at the intersection of Ocean Avenue and Beach Avenue and running southeasterly four-hundred-three (403) feet, S. 46 degrees 20' E. along the southwesterly side of Ocean Avenue; thence turning and running generally southerly and westerly forty-six and 5/10 (46.5) feet, S. 13 degrees W., fifty-nine (59) feet, S. 77 degrees 15' W.; onehundred-thirty-two (132) feet S. 65 degrees W.; onehundred-twenty-three (123) feet, N. 20 degrees 30' W.; thence turning and running six-hundred-forty (640) feet S. 84 degrees W. along other property now or lately of Island Light and Power Company; thence turning and running northwesterly one-hundred forty (140) feet N. 11 degrees 45' W. along land now or lately of Mrs. Mitchell; thence turning and running generally easterly sixty-eight (68) feet N. 49 degrees E.; ninety (90) feet N. 37 degrees E.; ninetysix (96) feet No. 69 degrees 45' E.; one-hundred-twentythree (123) feet, N. 86 degrees 15' E.; one-hundred-twenty (120) feet, N. 84 degrees 45' E.; eighty-eight (88) feet, N. 75 degrees 30' E,; one-hundred-twenty (120) feet, N. 70 degrees 30' E. along southerly side of Beach Avenue, thus returning to the point of beginning, being five (5) acres, more or less, including all rights, if any, in and to that swamp sometimes called, "Meadow Tug and Cranberry Bog", lying southwesterly of Ocean Avenue.

PARCEL IV (Lot 40): Any and all of the right, title and interest of Block Island Power Company in and to the swamp, sometimes called "Meadow Tug and Cranberry Bog" which is bounded generally northerly, northeasterly and easterly by other land of Block Island Power Company; northerly again by land formerly said to be owned by Max L. Grant, et al (now owned by Block Island Power Company), southwesterly by land formerly of John Heinz and westerly and southerly by land formerly of Alamanza J. and Alanson D. Rose or however said swamp may be otherwise bounded and described. Reference is had and made to deed from Harriet J. Phelan et al to Island Light & Power Company dated December 16, 1958 recorded in the New Shoreham Land Evidence Records in Book 28, Page 90.

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43 98 71	3274	.05 05	54		05	58	.88 iO	888	38	88	8 <sup>;</sup> 8	00	88	88	88	44	38	88	80	88	B 22	.08	S S	88	88	38	51	.42		nior D B		5/31/19	
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BIPCO2019 Block Island Power Company 05-0161650 FYE: 5/31/2019	Company	Book As	y Book Asset Detail	6/01/18	•	5/31/19	; ; ;	01/16/2019	Ξ	11:40 AM Page 8
1 SAsset * Property Description SGroup: Meters (continued)	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
	12/31/98	1,704.80	0.00	0.00	1,324.02	68.19 24.33	1,392.21	312.59 135.84	S/L S/L	25.0 25.0
	1/01/00 6/17/00 10/31/00	6,142.07 117.60 117.80	0.00 0.00	0.00	4,524.61 84.21 82.82	245.68 4.70 4.71	4,770.29 88.91 87.53		ST ST	25.0 25.0
Att 1641 PR 1643 PR	12/31/00 1/31/01 4/30/01	29.50 63.85 137.40	0.00 0.00	0.00 0.00	20.55 44.20 93.96	1.18 2.55 5.50	21.73 46.75 99.46		ST ST ST ST	25.0 25.0 25.0
	1/01/01 5/31/01	10,792.14 34.55	0.00	0.00	7,518.60 23.46	431.69 1.38	7,950.29 24.84		SIL	25.0 25.0
1747 SEPT-NOV FATROLL METERS 1747 SEPT-NOV PAYROLL METERS 1748 DEC-FEB PAYROLL METERS	2/11/09/01 2/11/02	51.78	0.00	0.00	43.81 12.93 42.30	2.39 0.78 2.59	40.40 13.71 44.89	0.30 1.87 6.89	S/L S/L	20.0 20.0 20.0
1749 MAR-MAY PAYROLL METERS	5/31/02 11/30/01	217.20 11,823.36	0.00	0.00	173.76 9,754.30	10.86 591.17	184.62 10,345.47		SAL	20.0
1801 inters 1802 meters	10/15/02	204.40	0.00	0.00	160.11 160.11	10.22	127.38		ST	20.0
1804 meters 1808 meters	4/15/03 5/31/03	112.92	0.00	0.00	600.60	40.04	91.34 640.64		SE	20.0
1858 meters pr jun-aug 1859 meters pr dec-feb	8/25/03	156.52 39 13	0.00	0.00	115.49	7.83	123.32 29 89		ST	20.0
	5/31/04 5/31/04	5.169.00	0.00	0.00	3.618.30	2.53	3.876.75		SL	20.0
	5/31/05 5/31/06	2,844.27	0.00	0.00	1,848.73	142.21 55.35	1,990.94 719.55		S/L	20.0 20.0
1911 meters payroll	12/31/05	263.46	0.00	0.00	163.53 97 18	13.17	176.70		SIL	20.0
	5/31/07	2,135.00	0.00	0.00	1,174.25	106.75	1,281.00		S/L	20.0
	5/01/09	7,382.32	0.00	0.00	3,352.84	369.12	3,721.96	3,660.36	S/L	20.0
2034 ineter payfull stud	5/31/10	1,510.00	0.00	0.00	604.00	75.50	679.50		S/L	20.0
2061 meter inv used	5/29/11	7,399.71	0.00	0.00	2,589.93	369.99	2,959.92		S/L	20.0
2085 meter inv used 2102 meters-inventory used	5/31/12 5/31/13	2,888.00	0.00	0.00	878.43 1,484.65	144.40 296.93	1,022.83	1,865.17 4,157.07	S/L	20.0
2125 meters-payr 2126 meter inv used	10/24/13 5/31/14	44.00 1,616.21	0.00 0.00	0.00	10.08 323.24	2.20 80.81	12.28 404.05		S/L S/L	20.0 20.0
2138 meter inv 2154 meters	5/31/15	2,574.24 3,435.06	0.00	0.00	343.50 343.50	128.71	514.84 515.25	2,059.40	S/L	20.0
	Meters =	121,752.56	0.00c	0.00	78,174.10	4,920.61	83,094.71	38,657.85		
Group: Office Furniture & Fixtue										
- 457 offi 458 offi 459 offi	9/01/77 9/01/73 9/01/75	2,146.17 73.37 619.00	0.00 0.00	0.00 0.00	2,146.17 73.37 619.00	0.00 0.00	2,146.17 73.37 619.00	0.00 0.00	SAL SAL	10.0 10.0

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oil oil oil oil oil oil oil oil oil oil	office furniture office 2019 cwip admin soft Oil Pollution	computer Postage Machine computer computer printer Elcom Computers Compact Computer	offi offi offi richard b micro tec greenwich greenwich furniture carpet	offi offi offi offi offi offi offi offi	* Property Description Office Furniture & Fixtue (continued)	BIPCO2019 Block Isla 05-0161650 FYE: 5/31/2019
9/01/84 9/01/75 9/01/88 9/01/88 9/01/88 9/30/88 9/30/88 6/27/90 6/14/90	4/19/18 11/01/18 11/01/18 Office Furniture & Fixtue	9/30/94 7/26/96 10/17/96 5/12/99 5/12/99 8/29/99 6/13/00 6/14/00	9/01/79 9/30/88 9/01/87 9/20/88 12/28/88 12/28/88 3/21/91 3/21/91 3/21/95 11/30/92	9/01/76 9/01/81 9/01/82 9/01/82 9/01/83 9/01/83 9/01/84 9/01/78 9/01/78	cription Date In Service Service	Block Island Power Company <b>F</b> 19
		0000004	400	8801-5543 <u>6</u> 001-5	@ ⊐ 	
2,150.00 860.00 15,205.48 835.50 4,719.75 1,261.97 25,413.27 4,974.68 311.82 50.35	625.00 267,328.16 355,897.14	2,621.61 4,220.15 3,500.00 4,521.16 1,698.71 1,282.93 5,738.53 5,738.53	4,601.15 4,058.75 8,486.28 5,092.25 370.00 1,000.00 1,649.30 1,105.35 1,988.00	791.52 225.00 9,706.59 5,938.00 653.66 2,226.74 2,35.75 3,196.00 3,196.00 1,061.25 1,061.25	Book Cost	ook As
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2,150.00 860.00 15,205.48 835.50 4,719.75 1,261.97 25,413.27 4,974.68 311.82 50.35	10.42 0.00 0.00 87,694.38	2,021.61 4,220.15 3,520.00 4,521.16 1,698.71 1,282.87 3,439.89	4,601.15 4,058.75 8,486.28 5,092.25 644.65 1,000 1,649.30 1,105.35 1,988.00	791.52 225.00 9,706.59 5,938.00 5,938.00 2,226.74 2,226.74 2,35.75 3,196.00 99.93 4,80.50 1,061.25 1,061.25	Book Prior Depreciation	
0.00 0.00 0.00 0.00 0.00 0.00	125.00 7.58 7,797.07 7,929.65	0.00 0.00 0.00 0.00	0.000000000000000000000000000000000000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Book Current Depreciation	5/31/19
2,150.00 860.00 15,205.48 835.50 4,719.75 1,261.97 25,413.27 4,974.68 311.82 50.35	135,42 7,58 7,797.07 95,624.03	2,621.61 4,220.15 3,500.00 4,521.16 1,698.71 1,282.93 5,738.53 3,439.89	4,001.15 4,058.75 8,486.28 5,092.25 644.65 1,000.00 1,649.00 1,105.35 1,988.00	791.52 225.00 9,706.59 5,938.00 653.66 2,226.74 2,35.75 3,196.00 9,93 3,196.00 1,061.25 1,061.25	Book End Depr	
0.00 0.00 0.00 0.00 0.00	489,58 252,44 260,273,11	0.00 0.00 0.00 0.00 0.00	0.000 0.000 0.000 0.000	0.000 0.000 0.000 0.000 0.000 0.000 0.000 0.000	Book Net Book Value	01/16/2019
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BIPCO2019 Block Island Power Company 05-0161650 FYE: 5/31/2019	ver Compan	y Book As	y Book Asset Detail	il 6/01/18		5/31/19		01/16/2019	019 11:40 AM Page 10	10 AM
1 SAsset * Property Description Group: Oil Pollution (continued)	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sat Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Book Method Period	
nt 417 seton ide	9/18/90	44 04	0 00	0.00	44 04	0 00	44 04		_	0.0
M 41/ seton lae M 418 goldberg	8/03/90 8/03/90	44.04 1,700.00 600.00	0.00	0.00	44.04 1,700.00 600.00	0.00	1,700.00 600.00	0.00	S/L 10	10.0
420 421	8/07/90 9/27/90	201.23	0.00	0.00	201.23	0.00	201.23			0.0 0.0
422	2/26/91	350.00	0.00	0,00	350.00	0.00	350.00			0.0
424	10/15/91	2,600.00	0.00	0.00	2,600.00	0.00	2,600.00			0.0
	<b>Oil Pollution</b>	63,004.99	0.00c	0.00	63,004.99	0.00	63,004.99	0.00		
Group: Overhead Dev.										
868 over 869 over	9/01/61 9/01/59	20,927.98 33,389.05	0.00	0.00	20,927.98 33,389.05	0.00	20,927.98 33,389.05			5.0
870 over 871 over	9/01/60 9/01/58	3,383.49 21,796.39	0.00	0.00 0.00	3,383,49 21,796.39	0.00	3,383,49 21,796.39			5.0
872 over 873 over	9/01/74 9/01/75	22,992.71 10,202.90	0.00	0.00 0.00	22,992.71 10,202.90	0.00	22,992.71 10,202.90			0.0
874 over 875 over	9/01/75 3/01/76	3,801.57	0.00	0.00	3,801.57	0.00	3,801.57 10,111.27			0.0
	7/01/76	7,903.24	0.00	0.00	7,903.24	0.00	7,903.24			20
	9/01/77	480.00	0.00	0.00	480.00	0.00	480.00	0.00		5.0
	9/01/79	5,058.32	0.00	0.00	5,058.32	0.00	5,058.32			0.0
	9/01/80	3,985.32	0.00	0.00	3,985.32	0.00	3,985.32			0.0
883 over 884 over	9/01/82 9/01/83	6,592.73 5,906.70	0.00	0.00	6,592.73 5,906.70	0.00	6,592.73 5,906.70			0.0
885 over 886 over	9/01/83 9/01/83	148.20 1,007.06	0.00	0.00 0.00	148.20 1,007.06	0.00	148.20 1,007.06	0.00 0.00	S/L 20 S/L 20	20.0 20.0
	9/01/84 9/01/85	2,101.74	0.00	0.00	2,101.74	0.00	2,101.74			0.0
	9/01/86	4,956.15	0.00	0.00	4,956.15	0.00	4,956,15			200
	9/01/87	17.32	0.00	0.00	17.32	0.00	7,000.72			0.0
892 over 893 over	9/01/70 9/01/71	13,236.65 18 976 40	0.00	0.00	13,236.65	0.00	13,236.65			500
	9/01/72	20,723.57	0.00	0.00	20,723.57	0.00	20,723.57			0.0
896 over	9/01/72	342.48	0.00	0.00	342.48	0.00	342.48			0.0
897 over	9/01/72	5,272.12	0.00	0.00	5,272.12	0.00	5,272.12			0.0
	4/01/88	1,398.55	0.00	0.00	1,398.55	0.00	1,398.55			50.0
_	9/01/66	15,661.08	0.00	0.00	15,661.08	0.00	15,661.08			
902 over	9/01/67	12,199.33	0.00	0.00	12,199.33	0.00	1,659.41	0.00		5.0

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over over over over over over over over	* Property Description Overhead Dev. (continued)	BIPCO2019 Block Island Power Company 05-0161650 FYE: 5/31/2019
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$\begin{array}{r} 19,632.18\\ 20,992.71\\ 6,787.19\\ 6,527.31\\ 6,787.19\\ 100,28\\ 4,450.92\\ 1,519.43\\ 245.13\\ 245.13\\ 403.24\\ 403.24\\ 403.24\\ 403.24\\ 403.24\\ 403.24\\ 403.24\\ 403.24\\ 403.24\\ 118.80\\ 92.00\\ 121.80\\ $	Book Cost	took As
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	Book Sal Value	I 6/01/18
$\begin{array}{r} 19,632.18\\ 20,932.71\\ 6,236.84\\ 6,527.31\\ 6,787.19\\ 10,527.51\\ 6,787.19\\ 10,527.51\\ 10,527.51\\ 10,527.51\\ 10,527.51\\ 10,527.51\\ 10,527.51\\ 10,527.52\\ 10,527.5$	Book Prior E	1
	Book Current Depreciation	5/31/19
$\begin{array}{r} 19,632.18\\ 6,237.31\\ 6,227.31\\ 6,527.31\\ 6,527.31\\ 6,527.31\\ 6,527.31\\ 6,527.31\\ 6,527.31\\ 6,527.31\\ 21,519.43\\ 245.13\\ 245.13\\ 42.00\\ 121.80\\ 52.00\\ 121.80\\ 121.80\\ 2232.00\\ 121.80\\ 2232.00\\ 2232.00\\ 2232.00\\ 2232.00\\ 2232.00\\ 2232.00\\ 2232.00\\ 121.80\\ 117.74\\ 181.91\\ 92.00\\ 121.80\\ 3341.33\\ 276.18\\ 58.00\\ 232.00\\ 234.20\\ 232.00\\ 234.20\\ 234.33\\ 276.18\\ 110.88\\ 970.71\\ 121.80\\ 3341.33\\ 276.18\\ 111.92\\ 221.75\\ 121.80\\ 3341.33\\ 276.18\\ 111.92\\ 221.75\\ 121.80\\ 3341.33\\ 341.33\\ 276.18\\ 111.80\\ 334.20\\ 232.00\\ 233.44\\ 104.00\\ 43.50\\ 23.44\\ 104.00\\ 52.42\\ 367.14\\ 104.00\\ 52.42\\ 104.00\\ 52.42\\ 104.00\\ 52.42\\ 104.00\\ 52.42\\ 104.00\\ 1$	Book End Depr	
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	Attachment	JMW-1  ດ,∣≳	топ
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payroll Graybar Greaves Clifford of vermont corn neck road payroll graybar graynoll Payroll Pa	overhead overhead overhead overhead overhead overhead overhead payroll	* Property Description Overhead Dev. (continued)	BIPCO2019 Block Island Power Company 05-0161650 FYE: 5/31/2019
5/31/96 5/31/96 5/31/96 5/31/96 3/130/96 3/130/96 3/130/96 3/130/96 3/130/96 3/130/96 1/11/97 3/22/97 5/16/97 1/120/96 1/21/96 8/31/00 8/31/00 8/31/00 6/30/00 1/31/00 9/36/01 9/26/01	9/30/92 9/30/92 9/30/92 9/30/92 1/16/93 2/13/93 5/08/93 9/30/94	Date In Service	r Company
$\begin{array}{r} 892.50\\ 3,650.78\\ 1,505.02\\ 6,216.00\\ 29,975.00\\ 2,039.61\\ 182.57\\ 472.13\\ 552.66\\ 235.33\\ 1,666.53\\ 1,505.23\\ 1,666.53\\ 1,399.00\\ 981.29\\ 981.29\\ 981.29\\ 981.29\\ 1,505.23\\ 1,666.53\\ 1,399.00\\ 981.29\\ 981.29\\ 1,505.23\\ 1,666.53\\ 1,399.00\\ 981.29\\ 981.29\\ 1,505.23\\ 1,666.53\\ 1,399.00\\ 1,399.00\\ 1,399.00\\ 48,75.23\\ 1,195.68\\ 1,195.68\\ 1,195.68\\ 1,195.68\\ 1,195.68\\ 1,135.75\\ \end{array}$	519.66 6,013.36 1,382.00 32,635.00 107.00 107.00 849.50	Book Cost	Book As
	0.00	Book Sec 179 Exp c	y Book Asset Detai
	0.00	Book Sat Value	il 6/01/18
$\begin{array}{r} 892.50\\ 3,650.78\\ 1,505.02\\ 29,975.00\\ 29,975.00\\ 29,975.00\\ 2,039.61\\ 182.57\\ 472.13\\ 555.23\\ 1,666.53\\ 110.86\\ 6,386.00\\ 1,399.00\\ 1,389.00\\ 1,389.00\\ 1,389.00\\ 1,389.00\\ 1,389.00\\ 1,215.53\\ 110.86\\ 4,87.77\\ 1,55.23\\ 3,301.50\\ 205.23\\ 119.43\\ 121.55\\ 119.43\\ 3,301.50\\ 2,120.00\\ 1,266.00$	519.66 6,013.36 1,382.00 32,635.00 32,635.00 107.00 107.00 849.50	Book Prior Depreciation	1
$\begin{array}{c} 0.00\\$	0.00 0.00 0.00 0.00 0.00	Book Current Depreciation	5/31/19
$\begin{array}{c} 892.50\\ 3,650.78\\ 1,505.02\\ 6,216.00\\ 29,975.00\\ 2,039.61\\ 182.57\\ 472.13\\ 552.26\\ 2,039.61\\ 182.57\\ 472.13\\ 552.26\\ 110.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86\\ 53\\ 10.86$	519.66 6,013.36 1,382.00 32,635.00 107.00 107.00 849.50	Book End Depr	
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	BIPCO2019	2019 Block Island Power Company	Sompany	Book As	y Rook Asset Detai	6/01/18	1	5/31/19		01/16/2019		11:40 AM
1	05-0161650 FYE: 5/31/2	05-0161650 FYE: 5/31/2019			Sel Dela		1	יו ז			Т	Page 13
IW-1	Asset *	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
JN	Group:	Overhead Dev. (continued)										
nt	1713	LFR	10/11/01	311.50	0.00	0.00	259.66	15.58	275.24	36.26	S/L	20.0
me	100.000	LFR	3/21/02	1,470.00	0.00	0.00	1,194.38	73.50	1,267.88	202.12	SL	20.0
ch		LFR	5/31/02	11,940.00	0.00	0.00	9,552.00	597.00	10,149.00	1,791.00	SIL	20.0
Atta		JUNE-AUG PAYROLL-OVERHEAI DEC-FEB PAYROLL-OVERHEAI	6/26/01	144.80	0.00	0.00	63.97 144.80	0,00	144.80	0.00	SIL	10.0
	1753	CAP INVENTORY	11/30/01	7,837.80	0.00	0.00	6,466.19	391.89	6,858.08	979.72	ST.	20.0
	1/91	overhead overhead pr jul-aug	8/30/03	230.24 156.52	0.00	0.00	230.24 115.49	7.83	230,24 123,32	33.20	SIL	20.0
	1847	overhead pr mar-may	5/31/04 5/31/04	84.20	0.00	0.00	58.94 7 635 38	4,21	63.15 8 170.05	21.05	ST	20.0
	1886	overhd pr	9/06/04	442.00	0.00	0.00	303.88	22.10	325.98	116.02	SIL	20.0
	1888/	overhd pr overhd pr	2/17/05	585.44 709.72	0.00	0.00	396.23 470.24	29.17 35.49	425.40 505.73	108.04 203.99	ST	20.0
	1889 1890	overhd pr overhd inv	3/24/05 5/31/05	205.48 14.019.34	0.00	0.00	9.112.61	10.27 700.97	9.813.58	59.99 4.205.76	ST	20.0
	1903	Overhead - Inventory used	5/31/06	25,091.99	0.00	0.00	15,055.20	1,254.60	16,309.80	8,782.19	SIL	20.0
	1933	PAYROLL-OVERHEAD	11/30/06	5,771.75 6,650.70	0.00	0.00	2,334.20	332.54	2,343.00 4,156.75	2,493.95	SIL	20.0
	1934	OVERHEAD-INV USED	5/31/07 8/30/07	42,404.75	0.00	0.00	23,322.64	2,120,24	25,442.88	16,961.87	S/L	20.0
	1949	overhead lines-2ndq payr	11/15/07	1,413.36	0.00	0.00	747.92	70.67	818.59	594.77	ST	20.0
	1951	overhead lines-51 of payr	5/15/08	888.34	0.00	0.00	447.90	44.42	492.32	396.02	SL	20.0
	1964	inv cap overhead overhead pavroll1sto	5/31/08 7/17/08	20,273.90	0.00	0.00	10,137.00 715,28	1,013.70 72.74	788.02	9,123.20	ST	20.0
	1991	overhead payroll2ndq	11/27/08	1,896.80	0.00	0.00	900.98	94.84	995.82	900.98	SL	20.0
	1993	overhead payrolloruq overhead payroll4thq	2/26/09	1,100.00 98.84	0.00	0.00	246.33 45.28	4.94	50.22	48.62	ST	20.0
	1994	overhead inv used	5/04/09	5,954.33	0.00	0.00	2,704.29	297.72	3,002.01	2,952.32	SL	20.0
	2025	overhead payroll 1st-2010 overhead payroll 3rd-2010	2/04/10	1,212.66	0.00	0.00	505.25	60.63	565.88	646.78	SL	20.0
	2026	overhead payroll 4th-2010 overhead inv used	5/13/10	943.64 5.767.50	0.00	0.00	2.307.04	47.18 288.38	428.55	3.172.08	ST	20.0
	2052	overhead payroll 1st-2011	8/12/10	1,310.18	0.00	0.00	513.16	65.51	578.67	731.51	ST	20.0
	2054	overhead inv used	5/29/11	4,748.44	0.00	0.00	1,661.94	237.42	1,899.36	2,849.08	SIL	20.0
	2055	underg lines-1stq payr	9/01/11	55.24 420.32	0.00	0.00	20.93	21.02	23.69	31.33 257.42	SIL SIL	20.0
	2075	overhead con pr	2/01/12	577.94	0.00	0.00	183.03	28.90	211.93	366.01	ST	20.0
	2094	overnead con pr overhead payroll	9/27/12	220.00	0.00	0.00	62.33	11,00	201.00 73.33	470.38 146.67	ST	20.0
	2095	overhead - inventory used	5/31/13	5,493.20	0.00	0.00	1,373.30	274.66	1,647.96	3,845.24	SIL	20.0
	2112	overnead-1styltr 1y t4 overhead -2nd grtfy 14	9/19/13	1,193.01	0.00	0.00	278.37	59.65	338.02	854.99	SYL	20.0
	2114 2115	overhead - 3rdqrt fy14 overhead-4thorr fv14	12/12/13 5/01/14	314.60	0.00	0.00	70.79 76.36	15.73 18.70	86.52 95.06	228.08 278.94	ST	20.0 20.0
	2116	overhean inv used	5/31/14	14,287.32	0.00	0.00	2,857.48	714.37	3,571.85	10,715.47	S/L	20.0

poles         10/17/91         115.33           poles         10/16/91         609.24           poles         10/16/91         609.24           poles         10/16/91         609.24           poles         10/16/91         609.24           poles         10/26/91         46.00           poles         3/30/92         132.00           poles         2/25/92         142.37           poles         8/17/92         208.00           poles         9/30/92         104.00           poles         9/30/92         5,959.90           poles         10/18/91         101.02           poles         10/18/92         104.00           poles         11/27/92         104.00           poles         11/27/92         104.00           poles         11/27/92         107.00           poles         107.00         107.00	2,194.09 6,209.00 131.86 199.37 233.78 774.94 168.00 114.00 425.74 46.00	BIPCO2019 Block Island Power Company 05-0161650         Book Asset Detail Book Asset Detail           FYE: 5/31/2019         Property Description         Date In Service         Book Cost         Book Sec 179 Exp         Book Sec 179 Exp         Book Sec 179 Exp         Book Sec 179 Exp         Book Sec 0.00         Book Sec 0.00 </th
Ś		Power Compan ion Date In 5/31/15 6/26/15 7/12/15 5/31/16 5/31/16 5/31/16 5/31/17 7/27/17 7/27/17 7/27/17 11/01/18 Overhead Dev.
7.00 9.24 9.24 9.24 9.24 9.20 8.00 9.20 8.00 9.20 9.20 9.20 9.20 9.20 9.20 9.20 9		Asset Detail Book Sec 179 Exp c 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.
$\begin{array}{cccccccccccccccccccccccccccccccccccc$		6/01/18 - 5/: Book Sal Value 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.
	0.000000000000000000000000000000000000	<b>31/19</b> Book Current I Depreciation En 552.66 2,551.68 2,041.35 1,561.50 856.32 664.67 390.68 1,187.99 584.28 57.06 21,445.01 77
115.33 609.24 609.24 609.24 46.00 142.37 100 142.37 100 142.37 100 208.00 142.37 100 208.00 100 208.00 100 208.00 100 100 100 100 100 100 100 100 100		Book End Depr         Book Net Book Value         Book Net Met         Book Net Net         Book Net         Book Net         Book Net         Book Net         Book Net         State Net         State Net <t< td=""></t<>
ST 2000 ST 200	$\begin{array}{c} S_{1}^{S} \\ S_{2}^{S} \\ S_{1}^{S} \\ S_{2}^{S} \\ S_{1}^{S} \\ S_{2}^{S} \\ S_{1}^{S} \\ S_{1}^{S} \\ S_{2}^{S} \\ S_{1}^{S} \\ S_{1}^{S} \\ S_{2}^{S} \\ S_{1}^{S} \\ S_{2}^{S} \\ S_{1}^{S} \\ S_{2}^{S} \\ S_{1}^{S} \\ S_{2}^{S} \\$	Book         Book         Page 14           Method         Period           S/L         20.0

BIPCU2019 Block Island Power Company 05-0161650 FYE: 5/31/2019		y Book Asset	set Detai	il 6/01/18	1	5/31/19			-	Page 15
1 <u>VAsset</u> * Property Description <u>SGroup:</u> Poles (continued)	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
nent v 1057 poles	4/17/93 4/24/93	107.00	0.00	0.00	107.00 107.00	0.00	107.00	0.00	SIL	20.0 20.0
1058 1059	5/08/93 7/18/93	321.00 321.00	0.00	0.00	321.00 321.00	0.00	321.00 321.00	0.00	S/L S/L	20.0 20.0 20.0
1060	8/15/93 9/18/03	107.00	0.00	0.00	107.00	0.00	107.00	0.00	ST ST	20.0 20.0
At 1061 poles	9/18/95 9/14/94	214.00 5,168.10	0.00	0.00	214.00 5,168.10	0.00	214.00 5,168.10	0.00	SIL	20.0
	9/30/94 5/31/96	1,717.00	0.00	0.00	1,717.00	0.00	1,717.00	0.00	ST	20.0
	5/31/96	2,099.91	0.00	0.00	2,099.91	0.00	2,099.91	0.00	SL	20.0
1067 payroll	4/30/96	a, aau. 21 121.00	0.00	0.00	a,080.21 121.00	0.00	8,680.21 121.00	0.00	SIL	20.0
	5/08/96	895.23 1.625.26	0.00	0.00	895.23	0.00	895.23	0.00	ST ST	20.0
	6/18/96	8,015.64	0.00	0.00	8,015.64	0.00	8,015.64	0.00	SL	20.0
	6/19/97	4,219,49	0.00	0.00	4,219.49	0.00	4,219.49	0.00	SL	20.0
1073 payron 1074 Forest Sales	3/21/98 12/31/98	2,143.30 5,795.66	0.00	0.00	2,143.30 5,626.56	0.00 169.10	2,143.36 5,795.66	0.00	S/L	20.0
1075 payroll 1468 pr	11/01/98	1,900.50	0.00	0.00	1,861.00	39.50 76.48	1,900.50	0.00	S/L	20.0
	1/01/00	4,320.81	0.00	0.00	3,978.74	216.04	4,194.78	126.03	SL SL	20.0
1606 PR	0/24/00 7/31/00	136.05	0.00	0.00	10.41	5.95 6.80	/4.34 128.07	4.26 7.98	S/L	20.0
1607 PR 1608 PR	8/31/00 9/30/00	152,15 309,15	0.00	0.00	135.08	7.61	142.69	9.46 20 56	ST	20.0
	10/31/00	137.40	0.00	0.00	120.80	6.87	127.67	9.73	SS SS	20.0
	1/31/01	412.20	0.00	0.00	204.40 357.24	20.61	209.07	23.21 34.35	S/L	20.0
1612 PR 1613 PR	3/31/01 4/30/01	68.70 478.58	0.00	0.00	59.05 408.80	3.44 23.93	62.49 432.73	6.21 45.85	SIL	20.0
	5/31/01	34.35	0.00	0.00	29.24	1.72	30.96	3.39	S/L	20.0
1728 JUNE-AUG PAYROLL-POLES	8/31/01	2,503.80	0.00	0.00	2,180.39 151.59	9.05	2,305.58	20.36	S/L	20.0 20.0
1729 SEPT-NOV PAYROLL-POLES	11/30/01 2/11/02	217.20 144.80	0.00	0.00	179.19	10.86 7.24	190.05 125.49	27.15	S/L	20.0
	5/31/02	718.96	0.00	0.00	3 764 48	35.95	3 007 63	107.81	SIL	20.0
	7/15/02	639.88	0.00	0.00	509.18	31.99	541,17	98.71	SIL	20.0
	1/15/03	70.04	0.00	0.00	53.96		136.83 57.46	12.58	S/L	20.0
1 1/90 poles	4/15/03 5/31/03	451.68 2 531.07	0,00 0,00	0.00	342.40		2 024 80	86.64 506 27	en S/L	20.0 20.0
	8/30/03	2,201.07 874.74	0.00	0.00	1,090.20 645.16	43.74	2,024.00	185.84	S/L	20.0
1843 poles pr sep-nov	11/30/03	385.36	0.00	0.00	279.41		298.68	86.68	SIL	20.0
1845 poles pr mar-may	2/20/04 5/31/04	687.72	0.00	0.00	130.00 481.46		140.23 515.85	43.31 171.87	S/L	20.0
1864 poles inv adj 1881 poles	5/31/04	10,712.02	0.00	0.00	7,498.40		8,034.00	2,678.02	S/L	20.0
	ALL IN IN				127 12					

Attachment	JMV-1 JMAsset *	BIPCO2019 05-0161650 FYE: 5/31/2
poles poles poles poles poles poles - Inventory used poles payroll PAYROLL-POLES POLE-INV USED poles-2ndq payr poles-2ndq payr poles-2ndq payr poles payroll1stq poles payroll2ndq poles payroll2nd-2010 poles payroll 1st-2010 poles payroll 1st-2010 poles payroll 1st-2011 poles payroll 1st-2011 pole pr pole pr pole pay 1st 16 pole pay 2nd 16 pole pay 3rd 16 pole pay 2nd 16	<ul> <li>Property Description</li> <li>Poles (continued)</li> </ul>	BIPCO2019 Block Island Power Company 05-0161650 FYE: 5/31/2019
11/22/04 5/31/05 5/31/05 5/31/05 5/31/05 5/31/05 5/31/05 5/31/05 5/31/06 5/31/07 8/30/06 5/31/08 8/28/08 8/28/08 8/28/08 8/28/08 8/28/08 5/31/08 8/28/09 5/31/08 8/28/09 5/31/08 8/28/09 5/31/08 8/28/09 5/31/09 5/31/09 5/31/09 5/31/09 5/31/09 5/31/09 5/31/09 5/31/09 5/31/10 5/29/11 10/13/11 5/29/11 10/13/11 5/29/11 10/13/11 5/29/11 10/13/11 5/29/11 10/13/11 5/29/11 10/13/11 5/29/11 10/13/11 5/29/11 10/13/13 5/31/12 5/31/14 8/21/14 5/01/15 5/31/15	Date In Service	r Company E
$\begin{array}{r} 1,054.16\\ 20,969.42\\ 20,969.42\\ 3,008.83\\ 3,008.83\\ 3,008.83\\ 2,2,047.83\\ 3,2,047.8$	Book Cost	y Book Asset
	Book Sec 179 Exp c	set Detail
	Book Sal Value	I 6/01/18
$\begin{array}{r} 13,630,251\\ 17,004,00\\ 1,363,251\\ 17,004,00\\ 1,363,251\\ 17,004,00\\ 1,363,251\\ 1,363,251\\ 1,363,251\\ 1,364,293\\ 1,248,267\\ 1,2$	Book Prior Depreciation	•
$\begin{array}{r} 32.71\\ 32.71\\ 32.71\\ 50.84\\ 1.417.00\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.39\\ 102.49\\ 1$	Book Current Depreciation	5/31/19
$\begin{array}{r} 14,678,778\\ 14,678,778\\ 14,678,778\\ 14,678,778\\ 14,678,778\\ 14,678,778\\ 14,678,778\\ 14,678,778\\ 14,678,778\\ 14,678,778\\ 14,033,000\\ 15,016\\ 15,016\\ 15,016\\ 15,016\\ 15,016\\ 15,016\\ 15,016\\ 15,016\\ 15,016\\ 15,016\\ 15,016\\ 10,037\\ 10,$	Book End Depr	
$\begin{array}{r} & \begin{array}{c} & \end{array} \\ & \begin{array}{c} & \begin{array}{c} & \end{array} \\ & \end{array} \\ & \begin{array}{c} & \end{array} \\ & \begin{array}{c} & \end{array} \\ & \begin{array}{c} & \end{array} \\ & \end{array} \\ & \begin{array}{c} & \end{array} \\ & \begin{array}{c} & \end{array} \\ & \begin{array}{c} & \end{array} \\ & \end{array} \\ & \end{array} \\ & \begin{array}{c} & \end{array} \\ & \end{array} \\ & \end{array} \\ & \begin{array}{c} & \end{array} \\ & \end{array} \\ & \end{array} \\ & \begin{array}{c} & \end{array} \\ & \end{array} \\ & \end{array} \\ & \end{array} \\ & \begin{array}{c} & \end{array} \\ & \end{array} \\ & \end{array} \\ & \begin{array}{c} & \end{array} \\ & \begin{array}{c} & \end{array} \\ \\ & \end{array} \\ & \end{array} \\ & \end{array} \\ & \end{array} \\ \\ & \end{array} \\ & \end{array} \\ \\ \\ & \end{array} \\ \\ & \end{array} \\ \\ \\ & \end{array} \\ \\ & \end{array} \\ \\ \\ & \end{array} \\ \\ \\ \\$	Book Net Book Value	01/16/2019
***************************************	Book Method	<b></b>
2000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Book Period	11:40 AM Page 16

14407 14511 145111 145111 145111 145111 145111110000000000	Attachment JMW-1 <u>Group: P</u> + +	BIPCO2019 05-0161650 FYE: 5/31/2/
payroll payroll payroll payroll payroll renginel2pr enginel2pr enginel2pr sCR-Levin-Fricke SCR-Levin-Fricke SCR-Levin-Fricke SCR-Levin-Fricke SCR-Levin-Fricke SCR-Levin-Fricke SCR-Levin-Fricke-SCR Permits RJM-SCR Permits RJM-SCR Cambridge Valve-SCR Cambridge Valve-SCR Cambridge Valve Grainger-SCR Cambridge Valve Grainger-SCR Cambridge Valve Cambridge Valve Cambrid	Asset <u>*</u> Property Description Group: Poles (continued) 2158 poles inv used 2169 poles replacement 2186 cwip pole Group: Prime Movers	BIPCO2019 Block Island Power Company 05-0161650 FYE: 5/31/2019
9/30/94 5/31/95 10/25/97 1/01/00 1/01/00 1/01/00 1/01/00 6/30/00 8/01/00 8/01/00 8/01/00 8/01/00 8/01/00 8/01/00 8/11/00 8/11/00 8/11/00 8/11/00 8/11/00 8/11/00 8/11/00 8/11/00 10/25/00 10/25/00 10/25/00 10/25/00 10/25/01	Date In Service 5/31/17 3/16/18 5/31/18 11/01/18 Poles	r Company
$\begin{array}{r} 9,537.27\\ 1,26.28\\ 2,326.75\\ 2,326.75\\ 2,326.75\\ 2,326.75\\ 2,326.75\\ 2,326.75\\ 2,324\\ 1,012.36\\ 6,354.56\\ 6,354.56\\ 6,354.56\\ 6,354.56\\ 6,354.56\\ 6,354.56\\ 6,354.56\\ 6,354.56\\ 6,354.56\\ 6,354.56\\ 1,271.00\\ 1,271.00\\ 1,271.00\\ 1,271.00\\ 1,255.00\\ 1,255.00\\ 1,255.00\\ 1,399.32\\ 2,535.93\\ 2,535.93\\ 12,096.45\\ 3,325.00\\ 1,399.32\\ 0,332.50\\ 1,399.32\\ 307.45\\ 307.$	Book Cost 17,382.64 141,859.87 35,241.08 83,896.04 515,238.63	3ook As
	Book Sec 179 Exp 0.00 0.00 0.00 0.00 0.00 0.00 0.00	y Book Asset Detail
	Book Sal Value 0.00 0.00 0.00 0.00	il 6/01/18
$\begin{array}{r} 9,537.27\\ 5,326.75\\ 118.42\\ 118.42\\ 4,174.19\\ 44,174.19\\ 44,174.19\\ 1,268.50\\ 5,692.66\\ 5,692.66\\ 1,743.21\\ 1,133.31\\ 1,133.31\\ 1,268.50\\ 5,979.16\\ 5,979.16\\ 5,979.16\\ 441.26\\ 343.41.26\\ 343.41.26\\ 343.21\\ 1,133.31\\ 1,052.88\\ 1,959.35\\ 343.46\\ 1,057.88\\ 1,052$	Book Prior Depreciation 869.13 1,182.17 0.00 160,927.54	1
$\begin{array}{c} 0.00\\$	Book Current Depreciation 869.13 7,092.99 1,762.05 2,446.97 20,912.86	5/31/19
$\begin{array}{r} 9,537.27\\ 5,326.75\\ 2010,00\\ 48,279.15\\ 124.85\\$	Book End Depr 1,738.26 8,275.16 1,762.05 2,446.97 181,840.40	
$\begin{array}{c} 0.00\\$	Book Value 15,644.38 133,584.71 33,479.03 81,449.07 333,398.23	01/16/2019
\$	Book Method S/L S/L S/L	1 1
$\begin{array}{c} & & & & & & & & & & & & & & & & & & &$	Book Period 20.0 20.0 20.0 20.0	11:40 AM Page 17

	JMW-1 Group: P	1511 1512 1522 1522 1522 1522 1522 1522	
BIPCO2019 Block Island Power Company 05-0161650 FYE: 5/31/2019 Date In	Property Description Prime Movers (continued)	RJM-SCR RJSCR Cambridge Valve-SCR Cambridge Valve Cambridge Valve Cambridge Valve Cambridge Valve CDC Computer CDC Computer Levine-Frick-SCR Levine-Frick-SCR Levine-Frick-SCR Levine-Frick-SCR Levine-Frick-SCR Levine-Frick-SCR Levine-Frick-SCR Levine-Frick-SCR Levine-Frick-SCR Eng #13 PR Eng #23 Pr TYLER Elec SCR Sprague031201 PR Eng #23 RJM CORP Jim corp LFR	
r Company	Date In Service	$\begin{array}{c} 1/26/0\\ 1/26/0\\ 1/31/0\\ 2/08/0\\ 2/08/0\\ 1/31/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 3/09/0\\ 1/0\\ 1/0\\ 1/0\\ 1/0\\ 1/2\\ 1/2\\ 1/2\\ 1/2\\ 1/2\\ 1/2\\ 1/2\\ 1/2$	
Book As	Book Cost	$\begin{array}{r} 7,227.75\\ 94,128.65\\ 1,269.98\\ 24,253\\ 1,269.98\\ 1,269.98\\ 1,269.98\\ 1,269.98\\ 1,269.99\\ 2,495.94\\ 1,269.96\\ 2,495.96\\ 1,255.96\\ 2,437.68\\ 1,224.00\\ 2,575.86\\ 1,325.96\\ 3,384.67\\ 2,575.86\\ 1,325.96\\ 3,302.96\\ 3,429.00\\ 3,575.86\\ 1,325.96\\ 3,575.86\\ 1,325.96\\ 3,575.86\\ 1,325.96\\ 3,575.86\\ 3,575.86\\ 1,325.96\\ 3,575.86\\ 3,575.86\\ 3,575.86\\ 1,325.96\\ 3,575.86\\ $	
y Book Asset Detail	Book Sec 179 Exp c		
	Book Sal Value		
× •	Book Prior Depreciation	$\begin{array}{r} 6,264.09\\ 81,578.12\\ 1,1008.67\\ 2,102.5\\ 104.69\\ 7,463.73\\ 1,207.30\\ 1,507.30\\ 1,210.25\\ 2,012.5\\ 2,012.5\\ 2,012.5\\ 2,012.5\\ 3,075.78\\ 3,07$	
5/31/19	Book Current Depreciation	$\begin{array}{r} \textbf{4,706.43}\\ \textbf{6.04}\\ \textbf$	
Book	Book End Depr	$\begin{array}{r} 6,625.48\\ 8,6,224.45\\ 1,10,73\\ 7,896.41\\ 2,227.80\\ 1,092.81\\ 1,277.80\\ 1,092.81\\ 1,287.53\\ 2,214.15\\ 2,214.15\\ 2,214.15\\ 3,256.01\\ 3,266.01$	
01/16/2019 Book Net Bo	Book Net Book Value	$\begin{array}{c} 602.27\\ 7,844.10\\ 20.15\\ 10.62\\ 218.48\\ 10.05\\ 218.28\\ 218.28\\ 218.28\\ 218.28\\ 218.28\\ 210.55\\ 223.53\\ 113.99\\ 124.82\\ 55.45\\ 55$	
	Book Method	\$	
11:40 AM Раде 18 к <sub>Воок</sub>	Book Period	2000 2000 2000 2000 2000 2000 2000 200	

Attachment	JMW-1 မြန္စြ	ק פ ש
1877 1877 1877 1877 1877 1877 1877 1991 1991	V-1 MAsset *	BIPCO2019 05-0161650 FYE: 5/31/2
eng#23 1st qtr pr eng#24 2.3 2nd qtr pr eng#24 2.4 dt qtr pr eng#24 2.4 dt pr eng#24 2.5 payroll engine #25 payroll engine #24 payroll engine #24 payroll scr System generating equipment generating equipment-SCR PAYROLL-ENGINE23 PAYROLL-ENGINE25 ENGINE #25 GENSET Gensel#25 residual scr-champlin engine21 payroll2rdq engine23 payroll2rdq engine25 payroll2rdq engine25 payroll2rdq engine25 payroll1stdq engine25 payroll2rdq engine25 payroll2rdq engine25 payroll2rdq engine25 payroll2rdq engine25 payroll2rdq engine25 payroll2rdq engine25 payroll1stdq engine25 payroll2rdq engine25 payroll1stdq engine25 payroll1st2 21 payroll1st-2010 #21 payroll 1st-2010 #22 payroll 1st-2010 #24 payroll 1st-2010 #25 payroll 1st-2010 #27 payroll 1st-2010	* Property Description Prime Movers (continued)	BIPCO2019 Block Island Power Company 05-0161650 FYE: 5/31/2019
8/09/04 11/29/04 5/31/05 11/30/06 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/08 11/27/09 1	Date In Service	wer Company
$\begin{array}{r} 281.62\\ 281.62\\ 538.56\\ 1,195.72\\ 1,208.02\\ 130,945.90\\ 130,945.90\\ 130,945.90\\ 167,000.00\\ 86,189.00\\ 166,000.00\\ 86,189.00\\ 167,425.00\\ 166,000.00\\ 86,189.00\\ 19,043.63\\ 203.75\\ 2,393.08\\ 2,303.75\\$	Book Cost	y Book Asset
	Book Sec 179 Exp c	set Detail
	Book Sal Value	6/01/18
$\begin{array}{r} 194.77\\ 363.55\\ 887.99\\ 887.99\\ 887.99\\ 887.99\\ 887.99\\ 887.99\\ 887.99\\ 887.99\\ 130,945.90\\ 130,945.90\\ 130,945.90\\ 130,945.90\\ 130,945.90\\ 130,945.90\\ 130,945.90\\ 130,945.90\\ 130,945.90\\ 130,945.90\\ 14,978.81\\ 1,922.27\\ 46,70\\ 86,189.00\\ 7,390.18\\ 2,290.167\\ 425.00\\ 86,189.00\\ 167,425.00\\ 86,189.00\\ 167,425.00\\ 132.05\\ 127.78\\ 33.35\\ 127.78\\ 33.35\\ 127.78\\ 33.35\\ 127.78\\ 33.35\\ 127.78\\ 447.54\\ 447.54\\ 447.54\\ 447.54\\ 447.54\\ 447.54\\ 447.54\\ 447.56\\ 447.56\\ 447.56\\ 447.56\\ 447.68\\ 448.25\\ 447.68\\ 448.25\\ 4$	Book Prior Depreciation	1
$\begin{array}{r} 14.08\\ & 20,607.99\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.087.29\\ & 1.09\\ & 1.09\\ & 2.005.77\\ & 1.09\\ & 1.09\\ & 2.005.77\\ & 1.09\\ & 1.09\\ & 2.005.77\\ & 1.09\\ & 1.09\\ & 2.005\\ & 1.09\\ & 2.005\\ & 1.09\\ & 1.09\\ & 2.005\\ & 1.09\\ & 1.$	Book Current Depreciation	5/31/19
$\begin{array}{r} 208.85\\ 390.48\\ 390.48\\ 271,338\\ 3,706.48\\ 3,706.$	Book End Depr	
$\begin{array}{r} 72.77\\ 148.08\\ 40,821.17\\ 148.08\\ 40,821.17\\ 140,821.17\\ 1,951.39\\ 40,821.17\\ 1,951.39\\ 3,247.00\\ 10,701.27\\ 440,823\\ 3,247.00\\ 1,951.39\\ 3,247.00\\ 10,701.27\\ 440,833\\ 3,247.00\\ 10,701.27\\ 440,833\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 3,247.00\\ 440,83\\ 3,247.00\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 447.35\\ 2,550.03\\ 2,550.03\\ 2,550.03\\ 490.01\\ 55.93\\ 490.01\\ 55.93\\ 2,550.03\\ 55.93\\ 490.01\\ 55.93\\ $	Book Net Book Value	01/16/2019
\$	Book Method	
$\begin{array}{c} 2000\\$	Book Period	11:40 AM Page 20

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BIPCO2019 05-0161650 FYE: 5/31/2	Asset Group:	Attachment 2005 2006 2007 2007 2007 2007 2007 2007 2007	Group: Si	555 555 555 555 555 555 555 555 555 55	
O2019 Block Island Power Company 61650	* Property Description Prime Movers (continued)	engine #23 payroll engine #24 payroll engine #25 payroll engine #26 payroll engine #26 payroll scr maint-cambridge valve scr-champlin welding engine #23 pr engine #24 pr engine #24 payroll Engie 26 Engie 26 Engie 27 scr 19 gen add 2019 eninge 27	Street Light Sign	stre stre stre stre stre stre stre stre	
wer Compan	Date In Service	7/15/10 8/05/10 9/16/10 9/16/10 8/12/10 10/14/10 7/20/11 9/07/11 9/07/11 8/01/11 8/25/11 8/25/11 8/25/11 8/25/11 1/31/13 1/30/14 11/01/18 11/01/18 11/01/18		9/01/71 9/01/81 9/01/82 9/01/83 9/01/83 9/01/84 9/01/73 9/01/74 9/01/78 9/01/78 9/01/78 9/01/78 9/01/78 9/01/88 9/01/88 9/01/88 9/01/88 9/01/88 9/01/86 7/20/91 8/29/91	
y Book As	Book Cost	$\begin{array}{r} 568.16\\ 310.88\\ 1,946.72\\ 2,023.00.16\\ 2,99.20\\ 299.22\\ 243.09\\ 154.92\\ 252.24\\ 576.00\\ 84.08\\ 304.79\\ 182.00\\ 115.12\\ 102.50\\ 506,906.25\\ 2,016.57\\ 50,701.95\\ 1,767.84\\ 3,753,233.48\\ \end{array}$		570.55 1,230.17 194.24 617.85 617.85 615.50 615.18 581.98 581.98 749.79 9.59 371.07 873.60 94.19 94.19 124.29	
y Book Asset Detail	Book Sec 179 Exp c			0.0000000000000000000000000000000000000	
il 6/01/18	Book Sal Value			000000000000000000000000000000000000000	
•	Book Prior Depreciation	$\begin{array}{r} 224.91\\ 121.73\\ 762.49\\ 7115.08\\ 792.66\\ 1115.08\\ 792.66\\ 1114.23\\ 102.23\\ 102.23\\ 86.17\\ 187.20\\ 28.52\\ 102.87\\ 102.87\\ 102.87\\ 102.87\\ 102.87\\ 102.87\\ 102.87\\ 102.87\\ 102.87\\ 102.87\\ 102.87\\ 102.87\\ 102.87\\ 0.00\\ $		$\begin{array}{r} 570.55\\1,230.17\\194.24\\690.40\\308,607\\605.50\\615.86\\581.98\\581.98\\581.98\\581.98\\581.98\\581.98\\581.98\\581.98\\581.98\\581.98\\581.98\\194.29\\124.29$	
5/31/19	Book Current Depreciation	$\begin{array}{r} 28.41\\ 15.54\\ 97.34\\ 15.01\\ 101.19\\ 14.90\\ 14.90\\ 14.90\\ 12.15\\ 12.61\\ 28.80\\ 4.20\\ 15.24\\ 9.10\\ 15.24\\ 9.10\\ 15.24\\ 10.13\\ 28,320.00\\ 15.24\\ 10.13\\ 28,320.00\\ 15.24\\ 10.13\\ 28,320.00\\ 15.24\\ 10.13\\ 28,320.00\\ 15.24\\ 12.51\\ 51.56\\ 165,714.20\end{array}$			
	Book End Depr	$\begin{array}{r} 253.32\\ 137.27\\ 859.83\\ 130.09\\ 893.85\\ 129.18\\ 117.19\\ 94.17\\ 56.83\\ 98.78\\ 216.00\\ 32.55\\ 118.11\\ 57.63\\ 33,793.75\\ 141.58\\ 35,792\\ 141.58\\ 35,792\\ 141.58\\ 35,792\\ 141.58\\ 35,792$		$\begin{array}{c} 570.55\\1,230.17\\194.24\\690.40\\308.60,40\\308.60,50\\617.85\\605.50\\422.58\\254.2\\615.18\\581.98\\581.98\\581.98\\581.98\\581.98\\259\\371.07\\749.79\\9.59\\371.07\\873.60\\94.19.01\\124.29\\124.2$	
01/16/2019	Book Net Book Value	$\begin{array}{r} 314.84\\ 173.61\\ 1,086.89\\ 170.07\\ 1,129.99\\ 168.09\\ 168.09\\ 168.09\\ 168.09\\ 168.09\\ 168.09\\ 168.00\\ 51.53.46\\ 336.00\\ 51.53\\ 186.68\\ 124.37\\ 137.50\\ 396,480.00\\ 2,540.25\\ 49,223.14\\ 473,112.57\\ 49,223.14\\ 1,716.28\\ 1,366,809.78\end{array}$		0.0000000000000000000000000000000000000	
	Book Method	\$		SSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSS	
11:40 AM Page 21	Book Period	200 200 200 200 200 200 200 200 200 200			

353 Structure 354 stru 355 stru 358 stru 360 stru 361 stru 362 stru 363 stru 363 stru 364 stru 365 stru 366 stru 370 stru 371 stru 377 addi 377 addi 378 addi 378 addi 382 addi 384 addi 385 addi 386 bonu 387 addi 388 addi 388 addi 388 stru 378 addi 381 addi 382 addi 383 addi 384 addi 385 structure improvement structure improvement	<b>Group:</b> Structure Improvements	Atta 1478 inv.use 1654 Inventory Use 2162 street lights S57 street lights Atta 1478 inv.use 1754 Inventory Use 2162 street lights Street	1 <u>Asset</u> * Property Description <u>J Group: Street Light Sign (continued)</u>	BIPCO2019 Block Island Power Company 05-0161650 FYE: 5/31/2019
1/01/48 1/01/48 9/01/52 9/01/53 9/01/53 9/01/53 9/01/61 9/01/63 9/01/64 9/01/71 9/01/65 9/01/71 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/30/76 9/30/77 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78 9/30/78		2/24/92 3/03/92 4/02/96 7/10/97 1/01/00 1/01/01 1/01/01 1/1/30/01 5/31/17 Street Light Sign	Date In Service	· Company
$\begin{array}{r} 1,962.22\\ 72.06\\ 353.70\\ 149.50\\ 7,661.61\\ 911.13\\ 922.97\\ 1,054.51\\ 7,94.01\\ 1,648.12\\ 993.26\\ 1,054.23\\$		162.00 104.00 128.18 494.15 1,033.38 1,129.89 949.50 2,427.08 18,719.23	Book Cost	3ook As
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Book Sec 179 Exp c	y Book Asset Detail
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0		0.000	Book Sat Value	1 6/01/18
$\begin{array}{c} 1,962.22\\ 72.06\\ 353.70\\ 353.70\\ 911.33\\ 993.26\\ 993.26\\ 993.26\\ 993.26\\ 993.26\\ 993.26\\ 993.26\\ 993.26\\ 993.26\\ 993.26\\ 9951.99\\ 982.50\\ 811.84\\ 800.00\\ 141.01\\ 1,648.12\\ 982.50\\ 811.84\\ 800.00\\ 141.00\\ 141.00\\ 141.00\\ 141.00\\ 141.00\\ 141.00\\ 141.00\\ 141.00\\ 141.23\\ 330.27\\ 2,966.71\\ 1,048.5\\ 889.97\\ 2,966.71\\ 1,048.5\\ 889.97\\ 2,966.71\\ 1,048.5\\ 889.97\\ 2,966.71\\ 1,048.5\\ 889.97\\ 2,966.71\\ 1,048.5\\ 889.97\\ 2,966.71\\ 1,048.5\\ 889.97\\ 2,966.71\\ 1,048.5\\ 889.97\\ 2,966.71\\ 1,048.5\\ 889.97\\ 2,123.33\\ 3,022.5\\ 1,049.2\\ 3,220.30\\ 3,220.30\\ 1,172\\ 3,220.30\\ 3,$		162.00 104.00 128.18 494.15 1,033.38 1,129.89 783.42 121.35 16,247.42	Book Prior Depreciation	
$\begin{array}{c} 0.00\\$		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Book Current Depreciation	5/31/19
$\begin{array}{c} 1,962.22\\ 72.06\\ 353.70\\ 149.50\\ 7.661.61\\ 9912.22\\ 993.26\\ 991.13\\ 993.26\\ 991.13\\ 993.26\\ 9911.13\\ 9922.97\\ 1,054.51\\ 1794.01\\ 1,648.12\\ 9982.50\\ 811.84\\ 800.00\\ 141.01\\ 1,648.12\\ 9982.50\\ 811.84\\ 800.00\\ 141.01\\ 1,648.12\\ 330.27\\ 2,966.71\\ 1,648.12\\ 150.00\\ 9982.50\\ 881.88\\ 1,742.51\\ 12,139.20\\ 2,134.03\\ 3,20.71\\ 3,40.38\\ 11,281.25\\ 16.01\\ 570.35\\ 3,30.71\\ \end{array}$		162.00 104.00 128.18 1,033.38 1,129.8 830.90 830.90 242.70 16,416.25	Book End Depr	
$\begin{array}{c} 0.00\\$		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Book Net Book Value <u>N</u>	01/16/2019
		S/L 10.0 S/L 10.0 S/L 10.0 S/L 10.0 S/L 10.0 S/L 10.0 S/L 20.0 20.0	Book Book Method Period	19 11:40 AM Page 22

Attachment JMW-1	
BIPCO2019 05-0161650 FYE: 5/31/2 391 393 393 393 393 393 393 393 393 393	5224 5225 5224 5225 5224 5225 5225 5225
BIPCO2019         Block Island Power Company           05-0161650         FYE: 5/31/2019           FYE: 5/31/2019         Date In Structure Improvement structure improvement structure improvement structure improvement structure improvement structure improvement structure improvement structure improvement structure foor structure improvement structure improvement structure improvement structure improvement structure improvement structure improvement fill serv.)         331.89           391         structure improvement structure improvement structure improvement structure improvement structure improvements (isl. serv.)         331.89           396         structure Heater         400           400         Garage Doors         116/98           411         Hot Water Heater         9/01/61           4290         stru         9/01/63           4491         stru         9/01/63           4493         stru         9/01/63           494         stru         9/01/63           495         stru         9/01/63           496         stru         9/01/63           497         stru         9/01/63           498         stru         9/01/63           499         stru         9/01/63           490 <td< td=""><td>stru stru stru stru stru stru stru stru</td></td<>	stru stru stru stru stru stru stru stru
Compan Date In Service 3/31/89 6/30/89 9/30/89 9/30/89 9/30/89 5/24/96 5/24/96 5/24/96 5/24/96 5/24/96 5/24/96 5/24/96 5/24/96 1/16/98 9/01/61 9/01/63 9/01/63 9/01/64 9/01/64 9/01/81 9/01/81 9/01/81	9/01/65 9/01/65 9/01/67 9/01/81 9/01/83 9/01/84 9/01/84 9/01/84 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/75 9/01/88 9/01/75 9/01/88 9/01/89 9/01/88 9/01/89 9/01/8
	$\begin{array}{rrrrr} & 2,661.03\\ & 4,364.02\\ & 4,436.027\\ & 12,048.67\\ & 22,192.00\\ & 22,192.00\\ & 22,192.00\\ & 22,192.00\\ & 22,192.00\\ & 22,192.00\\ & 22,219.00\\ & 22,226.00\\ & 22,226.00\\ & 22,226.00\\ & 22,226.00\\ & 1,934.00\\ & 1,93$
Value 6	
- 5,511.34 2,792.91 2,792.91 2,792.91 1,980.00 7,902.01 7,90	$\begin{array}{rrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrr$
<b>5/31/19 5/31/19 5/31/19 3.46 1.49 1.49 1.47 1.49 1.14 1.19 1.134 1.88.96 1.14 1.19 1.13.61 1.19 1.13.61 1.19 1.13.61 1.19 1.13.61 1.10 1.11</b>	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
End Depr 5,700.00 8,2495 3,820.31 5,700.31 5,700.00 8,266.52 72,677 756.27 756.27 756.27 755.14 120.8 8,243.26 2,661.03 8,243.26 2,661.03 8,218.00 15,425.38 12,048.67 2,712.00 15,425.38	$\begin{array}{r} 2,661.03\\ 433.43\\ 12,048.67\\ 27,192.00\\ 5.866.17\\ 20,399.48\\ 12,048.67\\ 20,399.48\\ 867.23\\ 16.00\\ 5.866.17\\ 5.866.17\\ 5.866.17\\ 5.867.23\\ 867.23\\ 361.94\\ 448.18\\ 331.9\\ 361.94\\ 331.9\\ 1.728.99\\ 1.728.99\\ 1.728.99\\ 1.728.99\\ 1.728.99\\ 1.728.99\end{array}$
Sŏ I →	\$
Page 23         Page 23         Page 23           Book         33.3         33.3           33.3         33.3         33.3           33.3         33.3         33.3           33.3         33.3         33.3           33.3         33.3         33.3           33.3         33.3         33.3           33.3         33.3         33.3           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0           20.0         20.0         20.0	2200 2200 2200 2200 2200 2200 2200 220

Book Cost 120.00 808.25	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value
120.00 808.25	0.00	0.00				
120.00 808.25	0.00					
00 17	0.00	0.00	102.82	3.64 74 49	106.46	13.54
04.29	0.00	0.00	53.95	1.95	55.90	8.39
42.00	0.00	0.00	35.14	1.27	36.41	5.59
92.00	0.00	0.00	80.34	2.79	83.13	8.87
2.000.00	0.00	0.00	1.171.79	4.04 60.61	1.232.40	767.60
1,300.00	0.00	0.00	761.54	39.39	800.93	499.07
20 272 66	0.00	0.00	201.04 • 416 16	12.50	213.54	286.46
29,273.00 56,350.00	0.00	0.00	3,410.10	2.817.50	9,148.00 5,869.79	20,123.00 50.480.21
95,920.25	0.00	0.00	2,398.01	2,398.01	4,796.02	91,124,23
125,193.59	0.00	0.00	0.00	6,259.68	6,259.68 2 658 36	118,933.91
54,224.78	0.00c	0.00		1,581.56	1,581.56	52,643.22
739,462.39	0.00c	0.00	350,597.85	18,487.31	369,085.16	370,377.23
5,102.82	0.00	0.00	2,158.06	127.57	2,285.63	2,817.19
100.80	0.00	0.00	41.58	2.52	44.10	56.70
1,344.78	0.00	0.00	554,73 102 02	33.62	588.35	756,43
9,553.70	0.00	0.00	470.70	238.84	4,119.99	5,433.71
2,081.73	0.00	0.00	841.31	52.04	893.35	1,188.38
2,890.05	0.00	0.00	1,168.04 871.40	72.25 54.18	1,240.29 925.58	1,649.76
43,613.43	0.00	0.00	17,445.44	1,090.34	18,535.78	25,077.65
2,010.38	0.00	0.00	3 804.16	50.26	3 701 10	1,155.96
4,800.42	0.00	0.00	1,920,16	120.01	2,040.17	2,760.25
13,410.95	0.00	0.00	5,336.38	335.27	5,671.65	7,739.30
33,970.96	0.00	0.00	14,238.45	2 849 10	13,137.72	20,833.24
124,393.14	0.00	0.00	48,720.67	3,109.83	51,830.50	72,562.64
43,448.71	0.00	0.00	16,926.93	1,086.22	18,013.15	25,435.56
36,939.85	0.00	0.00	14,314.25	923.50	15,237.75	21,702.10
181 308 37	0.00	0.00	60,100.81	4,417.35	74,071,01	104,175.74
120,013.90	0.00	0.00	45,755.34	3,000.35	48,755.69	71,258.21
174,762.87	0.00	0.00	66,264.23	4,369.07	70,633.30	104,129.57
223,955.80	0.00	0.00	84,450.07	5,598.90	90,048.97	133,906.83
8,391.30 448.00	0.00	0.00	3,221.70 168.00	214.78 11.20	3,430.48 179.20	268.80
675.00 2.754.09	0.00	0.00	253.20	16.88 68.85	270.08	404.92 1.658.23
9,070.11	0.00	0.00	3,382.36	226.75	3,609.11	5,461.00
	$\begin{array}{r} 92.00\\ 1,300.00\\ 1,300.00\\ 1,300.00\\ 2,9,273.66\\ 54,224.78\\ 2,609.88\\ 1,25,193.26\\ 54,224.78\\ 2,209.273.66\\ 54,224.78\\ 1,221.88\\ 1,222.98\\ 1,30.88\\ 1,221.88\\ 1,221.88\\ 1,222.98\\ 1,30.88\\ 1,221.88\\ 1,222.88\\ 1,221.88\\ 1,221.88\\ 1,222.88\\ 1,$			$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	$ \begin{array}{c c c c c c c c c c c c c c c c c c c $

BIPCO2019 05-0161650 FYE: 5/31/2	Asset Group:	1817 1818 1818 1820 1821 1822 1823 1824 1825 1825 1825 1826 1867 1867 1867 1867 1867 1868 1922 2105 21167 2183	Group: T	2 2 1 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
BIPCO2019 Block Island Power Company 05-0161650 FYE: 5/31/2019	* Property Description Substation Improvements (continued)	1661 inn john peter halpin line town permit 1661 inn john peter ssr engin lifr halpin line rus purchases halpin line substation Substation substation imp substation substation improvements substation cwip fire Substation	Tool Shop Garage	tool tool tool tool tool tool tool tool	
ver Company	Date In <u>Service</u>	7/02/03 7/08/03 7/16/03 7/16/03 7/16/03 7/31/03 8/01/03 9/04/03 9/04/03 9/04/04 11/01/03 5/31/04 12/04/04 11/17/06 6/21/13 10/03/14 11/01/18 11/01/18 11/01/18		9/01/75 3/01/76 9/01/76 9/01/77 9/01/80 9/01/81 9/01/82 9/01/82 9/01/83 9/01/84 9/01/84 9/01/84 9/01/78 9/01/78 9/01/78 8/31/90 8/31/90 8/31/90 8/31/90	
book As	Book Cost	$168.00 \\40,000.00 \\168.00 \\1,738.64 \\5,833.91 \\8,8125.00 \\17,431.34 \\392.00 \\5392.00 \\5392.00 \\17,431.34 \\392.00 \\5392.00 \\8,125.00 \\17,431.34 \\1,250.00 \\8,125.00 \\17,431.34 \\3,626.23 \\1,920.00 \\54,440.21 \\1,509,162.68 \\$		$112.73 \\ 114.84 \\ 454.56 \\ 816.30 \\ 8$	
<sup>y</sup> Book Asset Detail	Book Sec 179 Exp c	0.000000000000000000000000000000000000			
il 6/01/18	Book Sal Value	0.00			
	Book Prior Depreciation	$\begin{array}{r} 62.65\\ 14,916.67\\ 9.39\\ 62.30\\ 2,163.44\\ 317.758.92\\ 2,945.38\\ 6,100.92\\ 132.30\\ 369.38\\ 200.21\\ 152.94$		$112.73 \\114.84 \\454.56 \\816.30 \\527.97 \\304.14 \\314.84 \\304.14 \\352.02 \\327.80 \\327.$	
5/31/19	Book Current Depreciation	$\begin{array}{r} 4.20\\ 0.63\\ 4.20\\ 4.20\\ 4.20\\ 4.4.7\\ 145.85\\ 532.04\\ 435.78\\ 435.78\\ 435.78\\ 435.78\\ 435.78\\ 40.72\\ 41.71\\ 181.31\\ 56.00\\ 1,587.84\\ 38,110.77\end{array}$		2 2 0.00 0.00 0.00 0.00 0.00 0.00 0.00	
	Book End Depr	66.85 15,916.67 66.50 688.27 2,309.29 338.78 8,290.96 3,148.51 6,536.70 142.10 399.33 240.93 194.65 196.42 194.65 196.42 1,587.84		$112.73 \\114.84 \\454.56 \\816.30 \\816.30 \\816.30 \\816.30 \\816.30 \\827.97 \\304.14 \\724.99 \\327.80 \\327.80 \\327.80 \\1.794.54 \\172.88 \\149.25 \\149.25 \\378.00 \\378.00 \\378.00 \\1212.88 \\149.25 \\378.00 \\1.794.54 \\172.88 \\149.25 \\378.00 \\1.794.54 \\172.88 \\149.25 \\378.00 \\1.794.54 \\172.88 \\149.25 \\378.00 \\1.794.54 \\172.88 \\149.25 \\378.00 \\1.794.54 \\172.88 \\149.25 \\378.00 \\1.794.54 \\172.88 \\149.25 \\378.00 \\1.794.54 \\172.88 \\149.25 \\378.00 \\1.794.54 \\172.88 \\149.25 \\378.00 \\1.794.54 \\172.88 \\149.25 $	
01/16/2019	Book Net Book Value N	$\begin{array}{c} 101.15\\ 24,083.33\\ 14.98\\ 101.50\\ 1,050.37\\ 3,521.62\\ 3,5224.62\\ 3,5224.62\\ 3,5224.62\\ 5,524.62\\ 3,7.01\\ 4,976.49\\ 10,894.64\\ 5,73.4\\ 5$		$\begin{array}{cccccccccccccccccccccccccccccccccccc$	
19 11:40 AM Page 25	Book Book Method Period	44444444444444444444444444444444444444		22222222222222222222222222222222222222	

799 800 801 802 804 805 805 811 811 811	Attachn Attach 1414 1414 1415 1422 1422 1422 1422 1422	Asset Group:	BIPCO2019 05-0161650 FYE: 5/31/2
unde unde unde unde unde unde unde unde	Group: Trans. Equipment1413addi1413addi1414addi1415addi1419addi1419addi1419addi1420addi1421addi1422addi1423addi1424addi1425addi1426addi1427addi1428addi1429bucket tr1430jeep1431bucket tr1432truck/lea1433allegheny1434Digger1964Bucket Truck2103transportation equipment2127transportation equipment2139transport and transport apprent2182transport 19	Property Description Tool Shop Garage (continued) T	0
9/01/76 9/01/80 9/01/82 9/01/82 9/01/83 9/01/85 9/01/73 9/01/73 9/01/74 9/01/74 9/01/75	9/01/85 9/01/86 11/01/86 9/01/81 9/01/83 1/01/83 9/01/83 9/01/79 9/01/88 4/01/88 4/01/88 4/01/88 4/01/88 9/30/89 9/30/80 9/30/89 8/02/94 5/31/99 8/229/97 3/3/1/94 5/31/14 7/02/14 11/01/18	tion Date In <u>ed)</u> Tool Shop Garage	Block Island Power Company 19
527.65 93.73 1,716.66 7,08.14 1,354.31 24,997.25 626.06 7,60 148.03 772.73 1,047.42 9,623.73 9,623.73 4,37.50 883.31	$\begin{array}{r} 4,100.00\\ 2,800.00\\ 8,869.85\\ 4,809.85\\ 4,809.00\\ 18,435.74\\ 50,610.16\\ 12,000.00\\ 31,000.00\\ 31,000.00\\ 31,000.00\\ 1,184.00\\ 12,191.78\\ 58,243.00\\ 12,191.78\\ 58,243.00\\ 12,191.78\\ 58,243.00\\ 12,191.78\\ 58,243.00\\ 1,184.00\\ 2,500.00\\ 48,307.00\\ 5,498.00\\ 1,400.00\\ 5,498.00\\ 1,400.00\\ 5,498.00\\ 1,400.00\\ 5,498.00\\ 1,400.00\\ 5,498.00\\ 5,498.00\\ 5,498.00\\ 5,498.00\\ 5,498.00\\ 5,498.00\\ 5,58,235.03\\ 558,235.03\\ 5,800.00\\ 5,800.00\\ 5,900.00\\$	Book Cost 26,510.68	y Book As
0.000000000000000000000000000000000000		Book Sec 179 Exp c	y Book Asset Detail
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527.65 93.73 1,716.66 1,347.57 23,809.56 23,809.56 23,809.76 148.03 1,047.42 9,623.73 883.31	$\begin{array}{r} 4,100.00\\ 2,800.00\\ 58,869.85\\ 4,800.00\\ 18,435.70\\ 12,000.00\\ 1,184.00\\ 2,200.00\\ 1,184.00\\ 1,184.00\\ 1,184.00\\ 1,184.00\\ 1,184.00\\ 33,700.00\\ 1,184.00\\ 2,400.00\\ 1,184.00\\ 2,191.78\\ 58,243.00\\ 33,200.00\\ 7,017.25\\ 2,199.20\\ 543,781.00\\ 543,781.00\\ 543,781.00\\ 543,907.48\\ \end{array}$	Book Prior Depreciation 25,592.68	I
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Book Current Depreciation 216.00	5/31/19
527.65 93.73 1.716.66 708.14 1.354.31 24,559.88 613.48 7.60 148.03 772.73 1,047.42 9,623.73 437.50 883.31	$\begin{array}{r} 4,100.00\\ 2,800.00\\ 58,869.85\\ 4,809.85\\ 4,809.85\\ 4,809.85\\ 50,610.16\\ 12,000.00\\ 31,000.00\\ 1,184.00\\ 2,000.00\\ 1,184.00\\ 12,191.78\\ 58,243.00\\ 532,093.00\\ 7,700.00\\ 48,307.00\\ 7,717.25\\ 2,749.00\\ 80,000.00\\ 83,781.00\\ 688.33\\ 145.83\\ 548,201.44\end{array}$	Book End Depr 25,808.68	
$\begin{array}{c} 0.00\\$	$\begin{array}{c} 0.00\\$	Book Net Book Value 702.00	01/16/2019
\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Book Method	1
ដូដដែលដឹងដឹងដំដែលដឹងដែល ជាជាជាជាជាជាជាជាជាជាជាជា	3.0 3.0 3.0 3.0 3.0 3.0 3.0 3.0 3.0 3.0	Book	11:40 AM Page 26

Attachment	JMW-1	поп
8699885554855210988844544544458888888888888888888888888	Asset * Group: 1	BIPCO2019 05-0161650 FYE: 5/31/2
unde unde unde unde unde unde unde unde	Asset <u>*</u> Property Description Group: Underground (continued)	BIPCO2019 Block Island Power Company 05-0161650 FYE: 5/31/2019
9/01/6 9/01/6 9/01/6 9/01/6 9/01/6 9/01/6 9/01/6 9/01/6 9/01/6 9/01/6 9/01/6 9/01/6 3/31/90 9/30/89 9/30/89 9/30/89 1/22/90 1/22/90 1/22/90 1/22/90 1/22/90 1/22/90 1/22/90 1/22/90 1/22/90 5/18/92 5/26/92	Date In Service	wer Company E
$\begin{array}{r} 1,484.97\\ 9,01\\ 9,01\\ 9,01\\ 9,02\\ 9,02\\ 9,02\\ 9,02\\ 9,02\\ 9,02\\ 9,02\\ 9,02\\ 9,02\\ 9,02\\ 9,02\\ 9,02\\ 9,01\\ 1,793,74\\ 1,793,74\\ 1,293,74\\ 1,293,74\\ 1,293,74\\ 1,293,74\\ 1,293,74\\ 1,293,74\\ 1,293,74\\ 1,293,74\\ 1,293,74\\ 1,293,74\\ 1,293,74\\ 1,237,96\\ 1,109,26\\ 1,293,12\\ 2,30,343,12\\ 2,30,343,12\\ 2,30,343,12\\ 2,30,343,12\\ 2,30,343,12\\ 2,31,23\\ 2,31,23\\ 3,34,23\\ 2,32,77\\ 9,01\\ 2,32,79\\ 1,23,79\\ 1$	Book Cost	Book As
	Book Sec 179 Exp c	y Book Asset Detail
	Book Sal Value	6/01/18
$\begin{array}{r} 1,484.93.01\\ 2,484.93.01\\ 4,142.24\\ 6,047.46\\ 6,047.46\\ 1,793.74\\ 1,793.74\\ 1,793.74\\ 1,793.74\\ 1,793.74\\ 27,150.00\\ 27,150.00\\ 1,793.74\\ 109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 1109.26\\ 120.34\\ 825.38\\ 331.83.97\\ 33.053.30\\ 1,369.56\\ 532.87\\ 532.87\\ 532.87\\ 532.44.97\\ 1,890.97\\ 132.24\\ 532.45\\ 230.14\\ 140.93\\ 2345.08\\ 335.19\\ 241.62\\ 119.88\\ 337.93\\ 230.14\\ 799.56\\ 55.29\\ 40.26\\ 658.43\\ 335.19\\ 55.52\\ \end{array}$	Book Prior Depreciation	1
$\begin{array}{c} 0.00\\$	Book Current Depreciation	5/31/19
$\begin{array}{l} I, 484.97\\ G, 4, 142.24\\ G, 047.46\\ G, 047.46\\ I, 793.74\\ I, 793.66\\ I, 73.36\\ $	Book End Depr	
$\begin{array}{r} 0.00\\$	Book Net Book Value	01/16/2019
\$	Book Method	
5 5 5 5 5 5 5 5 5 5 5 5 5 5	Book I Period	11:40 AM Page 27

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Pr pr pr pr pr pr pr pr         Pr (1)droground Cond Dis (1)droground Cond Dis
PR         712/100         103.50         10.00         103.50         10.00         103.50         10.00         103.50         10.00         103.50         10.00         103.50         10.00         103.55         10.00         103.55         10.00         103.55         10.00
The deground Cond Dis         S31101         S4230         S6873         S6873 <ths683< th="">         S6973         S6873<!--</td--></ths683<>
JUNE-AUTO PAYROLL-UNDERG         63801         434-0         6000         444-0         6000         444-0           JUNE-AUTO PAYROLL-UNDERG         139401         103.5         1000         6000         444-0         6000         444-0           JUNE-AUTO PAYROLL-UNDERG         129401         103.5         1000         6000         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         444-0         6000         854-17         5118         907         84-17         5118         907         84-17         5118         907         84-17         5118         907         84-17         5118         907         114-10         1000         1000         1000         1000
SEPIT-NOV PAYROLL UNDERG         11/30/01         102.5           MAR-MAY ROLL UNDERG         11/30/01         122.40         0.00         0.00         28.37         51.8         20.65           MAR-MAY PAYROLL UNDERG         51.80/02         175.00         102.5         0.00         0.00         58.27         51.8         20.65           unged         11/30/01         11/2/02         138.20         0.00         0.00         58.22         3.62         92.14           under gedev pr mar-may         5/51/04         28.29         0.00         0.00         58.25         3.62         92.14           under gedev pr mar-may         5/51/04         28.64         0.00         0.00         145.64         3.76         61.15           under pr         11/2/02         106.04         0.00         0.00         145.44         3.76         61.15           under pr         11/2/00         39.67         14.31         211.37         14.31         211.37           under ge ond inv aij         5/51/04         39.67         102.20         0.00         0.00         13.42         211.37           under ge ond inv aig         5/51/04         12.200         10.00         0.00         21.55         29.04
MAR-MAY PAYROLL UNDERG         3/18/02         72.40         0.00         0.00         88.52         3.62         62.14           ungrd         11/15/02         18/02         11/15/02         18/02         3.62         62.14           ungrd         11/15/02         18/02         75.20         0.00         0.00         88.52         3.62         62.14           underg dev pr mar-may         5/12/03         75.29         0.00         0.00         146.64         9.41         5/12/03         3.62         60.19           underg dev pr mar-may         5/12/04         3.62         0.00         0.00         146.64         9.41         5/12/04         3.68         0.00         0.00         146.64         9.41         5/12/04         3.68         0.00         0.00         141.81         9.78         141.31         214.55           under gev pr dec-feb         2/2/4/05         3.99.96         0.00         0.00         2.35.04         214.55         771.00           under gi ne         11/2/2/04         395.04         0.00         0.00         2.35.04         214.55         211.57           under gi nes-fat payr         11/2/0/06         388.99         0.00         0.00         34.11         24.75
ungd         171502         639.88         0.00         0.00         509.18         31.99         541.17           ungd         171202         183.28         0.00         0.00         509.18         3.76         60.19           underg dev pr mar-may         573.104         286.28         0.00         0.00         56.43         3.76         60.19           underg dev pr mar-may         573.104         286.28         0.00         0.00         200.34         1.43         1.42         211.35           underg dev pr mar-may         573.104         3.86         0.00         0.00         20.03         1.42         211.35           under pr         11/2.004         3.907.14         0.00         0.00         23.52         1.68         25.20           under pr         11/2.204         495.04         0.00         0.00         2.755.04         21.35         211.35           underg lines-1stq payr         11/2.006         3.89.99         0.00         0.00         33.41.3         24.75         358.88         25.20         2.000         285.23         2.000         285.23         2.000         285.23         2.000         285.23         2.000         285.23         2.000         285.42         2.99
underg dev pr jul-aug         SJ/203         25.2.9         0.00         0.00         200.3         21.137           underg dev pr jul-aug         SJ/203         286.2.8         0.00         0.00         200.34         3.76         0.019           underg dev pr inar-may         SJ/104         286.2.8         0.00         0.00         200.34         14.31         211.45           underg dev pr inar-may         SJ/104         33.66         0.00         0.00         201.34         13.12         211.45           under pr         621.104         33.66         0.00         0.00         21.35         15.12         211.45           under pr         71/2004         353.00         0.00         20.00         23.52         15.68         25.20           under pr         71/2004         106.08         0.00         0.00         23.55         2.93.04           under pr         11/2004         53.105         7.31.67         0.00         334.13         214.65           underg ines-2ndq payr         11/2006         382.99         0.00         0.00         25.36         29.00           underg ines-2ndq payr         11/2006         382.47         0.00         0.00         25.31         2.4.7         <
underg dev pr sep-nov         11/30/03         288.46         0.00         0.00         141.81         97.95         15.42         211.37           underg dev pr des-feb         228.04         101.04         0.00         0.00         141.81         97.95         13.42         211.37           underg dev pr des-feb         228.04         101.04         0.00         0.00         141.81         97.95         13.42         211.37           under ge ond inv adj         531.04         33.68         0.00         0.00         23.52         1.68         23.52         1.68         23.52         12.50         12.50         11.270         11.02.04         39.96         0.00         0.00         2.75.5         412.45         11.270         11.02.04         39.96         0.00         0.00         2.75.5         412.45         11.270         38.88         27.65         412.45         11.23.00         38.41         37.76         5.30         79.06         39.96         0.00         0.00         2.76         5.10         29.16         39.96         0.00         0.00         38.48         29.15         39.06         29.16         39.12         39.06         29.16         39.12         39.16         39.12         39.16         39.12<
underg dev pr dec-feb         228/04         101.04         0.00         71.01         77.01           underg dev pr mar-may         5/31/04         3.907.14         0.00         71.96         5.05         77.01           under pr         11/20/4         3.907.14         0.00         0.00         2.735.04         195.36         2.930.40           under pr         11/20/4         455.04         0.00         0.00         2.735.04         195.36         2.930.40           under pr         11/20/4         455.04         0.00         0.00         2.735.04         195.36         2.930.40           under pr         11/20/4         455.04         0.00         0.00         2.735.04         195.36         2.930.40           under pr         10/20/4         106.08         0.00         0.00         2.735.04         195.36         2.920.67           underg lines-2ndq payr         12/30/06         388.29         0.00         0.00         326.17         291.65         391.25         249.37           underg lines-2ndq payr         11/30/06         388.99         0.00         0.00         326.17         291.65         249.37           underg lines-2ndq payr         10/25/07         290.5         0.00
underg cond inv adj under pr         5/31/04 (21/04         5/31/04 5/33         5/31/04 (21/04         5/33/04         0.00         0.00         2/35.04         195.36         2/30.45           under pr         11/22/04         495.04         0.00         0.00         384.80         27         5/3         5/3         412.45           under pr         11/22/04         495.04         0.00         0.00         334.13         24.75         358.80         27.76         358.80         27.76         358.80         27.76         358.80         27.76         358.80         27.76         358.80         27.76         358.80         27.76         358.80         27.76         358.80         27.76         358.80         27.76         358.80         27.76         358.80         27.76         358.80         27.76         358.80         27.76         358.90         20.00         362.07         29.16         391.23         79.06         391.23         79.06         362.07         29.16         391.23         79.06         391.23         79.06         362.07         29.16         391.23         79.06         391.23         79.06         362.07         29.16         391.23         79.05         391.23         79.05         391.23         79.16
under pr $1/1/22/04$ $495.04$ $0.00$ $334.13$ $24.75$ $358.88$ under pr $7/1/2/04$ $106.08$ $0.00$ $30.00$ $334.13$ $24.75$ $358.88$ under pr $2/24/05$ $399.96$ $0.00$ $0.00$ $73.76$ $5.30$ $79.06$ under pr $2/24/05$ $399.96$ $0.00$ $0.00$ $273.76$ $5.30$ $79.06$ under pr $1/10/16$ $383.24$ $0.00$ $0.00$ $265.00$ $285.20$ underg lines-latq payr $1/130/06$ $388.99$ $0.00$ $0.00$ $362.07$ $29.16$ underg lines-2ndq payr $8/16/07$ $299.52$ $0.00$ $0.00$ $25.71$ $2.477$ underg omni-springhous $71/20/07$ $49.44$ $0.00$ $0.00$ $25.14$ $37.22$ underg omni-springhous $71/30/8$ $164.977.31$ $0.00$ $0.00$ $155.19$ $14.53$ underg omni-springhous $71/30/8$ $164.977.57$ $0.00$ $0.00$ $3,415.1$ $3.762.85$ underg omni-springhous $71/30/8$ $14.457.92$ $0.00$ $0.00$ $3,415.1$ $71.20$ underg lines-3rdq payr $71/30/8$ $14.457.92$ $0.00$ $0.00$ $3,415.1$ $72.79$ underg omni-springhous $71/30/8$ $14.977.27$ $0.00$ $0.00$ $3,415.1$ $71.29$ underg omni-springhous $71/30/8$ $14.57.92$ $0.00$ $0.00$ $3,415.1$ $72.90$ underg omni-springhous $71/30/8$ $14.57.92$ $0.00$ $0.00$
under pr         2/24/05         399.96         0.00         265.00         265.00           undergound         5/31/05         7,517.67         0.00         0.00         265.00         265.00         285.00           PAYROLL-UNDERGRD         11/30/06         583.24         0.00         0.00         265.00         285.00           underg lines-lstq payr         8/16/07         158.49         0.00         0.00         362.07         29.16         391.23           underg lines-2ndq payr         11/30/06         588.99         0.00         0.00         25.73         2.94         7.92         930.6           underg lines-2ndq payr         10/25/07         49.44         0.00         0.00         25.73         2.47         28.20           underg onni-springhouse         7/23/08         164.97.73         0.00         0.00         3.415.51         3.47.34         3.762.85           underg onni-seawind         7/23/08         14.457.92         0.00         0.00         3.415.51         3.47.34         3.762.85           underg onni-seawind         7/23/08         14.457.92         0.00         0.00         7.108.51         722.90         7.831.41           underg onmi-seawind         7/30/08         90.395.50
under niv         351/05         531/
PAYROLL-UNDERGRD         11/30/06         398.99         0.00         0.00         229.42         19.95         249.37           underg lines-1stq payr         11/20/06         398.99         0.00         0.00         229.42         19.95         249.37           underg lines-1stq payr         11/20/07         49.44         0.00         0.00         25.73         2.47         28.20           underg lines-2ndq payr         10/25/07         290.52         0.00         0.00         25.73         2.47         28.20           underg lines-2ndq payr         10/25/07         198.89         0.00         0.00         156.19         14.53         170.72           underg omni-springhouse         7/23/08         164.977.31         0.00         0.00         3,415.51         347.34         3,762.85           underg omni-seawind         7/23/08         14,457.92         0.00         0.00         3,415.51         347.34         3,762.85           underg omni-seawind         7/30/08         19,580.00         0.00         0.00         7,108.51         722.90         7,831.41           underg omni-7100         9/24/08         12,580.00         0.00         0.00         44,690.33         4,544.78         49.230.90         37.29
underg lines-2nd payr       12/20/07       49.44       0.00       25.73       2.47       28.20         underg lines-2ndq payr       8/16/07       290.52       0.00       0.00       156.19       14.53       170.72         underg lines-2ndq payr       3/13/08       164.977.31       0.00       0.00       156.19       14.53       170.72         underg onni-springhouse       7/23/08       164.977.31       0.00       0.00       3,415.51       347.34       3,762.85         underg onni-springhouse       7/23/08       14,457.92       0.00       0.00       3,415.51       347.34       3,762.85         underg onni-springhouse       7/23/08       14,457.92       0.00       0.00       3,415.51       347.34       3,762.85         underg onni-springhouse       7/23/08       14,457.92       0.00       0.00       44,690.33       4,542.90       7,831.41         underg lines-3rdq payr       2/18/10       143.52       0.00       0.00       44,690.33       4,544.78       49,235.11         underg lines-3rdq payr       2/18/10       143.52       0.00       0.00       4,690.33       4,542.90       6,641         underground cond pr       3/22/12       745.74       0.00       0.00 <td< td=""></td<>
underg         lines-1stq         payr         of 10/07         250.32         0.00         0.00         150.19         14.33         170.72           omni project         3/13/08         164,977.31         0.00         0.00         105.20         9.94         115.14           underg         omni-springhouse         7/23/08         6,946.75         0.00         0.00         3,415.51         347.34         3,762.85           underg         omni-seawind         7/23/08         14,457.92         0.00         0.00         7,108.51         722.90         7,831.41           underg omni-seawind         7/30/08         90,895.50         0.00         0.00         44,690.33         4,544.78         49,235.11           underg omni-7100         92,4/08         12,800.00         0.00         0.00         44,690.33         4,544.78         49,235.11           underg lines-3rdq payr         2/18/10         143.52         0.00         0.00         44,690.33         6,290.06         6,080.33         629.00         6,641           omni project-aic         8/03/09         31,960.50         0.00         0.00         14,115.93         15,713.96         6,641           underground cond pr         3/22/12         745.74         0.00<
omni project         3/13/08         164,977.31         0.00         84,550.92         8,248.87         92,799.79           underg omni-springhouse         7/23/08         6,946.75         0.00         0.00         3,415.51         347.34         3,762.85           underg omni-seawind         7/23/08         14,457.92         0.00         0.00         3,415.51         347.34         3,762.85           underg omni-hagedorn         7/20/08         14,457.92         0.00         0.00         7,108.51         722.90         7,831.41           underg omni-hagedorn         92,799.79         0.00         0.00         4,690.33         4,544.78         49,235.11           underg omni-ragedorn         92/0/08         12,580.00         0.00         0.00         6,080.33         4,544.78         49,235.11           underg omni-rage         12/18/10         143.52         0.00         0.00         6,080.33         62.90         6,641           onmi project-aic         8/03/09         31,960.50         0.00         0.00         14,115.93         1,598.03         15,713.96           underground cond pr         3/22/12         745.74         0.00         0.00         55.26         8.29         63.55           underground cond pr
underg onnin-spungtrouse         7/23/08         14,25/08         14,25/07         0.00         0.00         3,412.31         347.34         347.35         347.34         347.34         347.34         347.34         347.34         347.34         347.35         347.34         347.34         347.34         347.35         347.34         347.34         347.34         347.34         347.34         347.34         347.34         347.35         347.34         347.34         347.34         347.34
underg         omni-hagedorn         7/30/08         90,895.50         0.00         0.00         44,690.33         4,544.78         49,235.11           underg         omni-7100         9/24/08         12,580.00         0.00         0.00         6,080.33         6,29.00         6,709.33           underg         lines-3rdq         payr         2/18/10         143.52         0.00         0.00         59.23         7.18         66.41           omni project-aic         8/03/09         31,960.50         0.00         0.00         14,115.93         1,598.03         15,713.96           underground cond pr         3/22/12         745.74         0.00         0.00         229.49         37.29         266.78           underground cond pr         10/13/11         165.72         0.00         0.00         55.26         8.29         63.55
underg omn-7100         9/24/08         12,380,00         0.10         0.00         6,080,33         6,29,09         6,709,33           underg lines-3rdq payr         2/18/10         143,52         0.00         0.00         4,115,93         7,18         6,641           omni project-aic         8/03/09         31,960,50         0.00         0.00         14,115,93         1,598,03         15,713,96           underground cond pr         3/22/12         745,74         0.00         0.00         229,49         37,29         266,78           underground cond pr         10/13/11         165,72         0.00         0.00         55,26         8,29         63,55
underground cond pr         3/22/12         745.74         0.00         0.00         12.22         7.58.03         15,713.96           underground cond pr         3/22/12         745.74         0.00         0.00         229.49         37.29         266.78           underground cond pr         10/13/11         165.72         0.00         0.00         55.26         8.29         63.55
underground cond pr 3/22/12 745.74 0.00 0.00 229.49 37.29 266.78 underground cond pr 10/13/11 165.72 0.00 0.00 55.26 8.29 63.55

683 under 684 unde 685 unde 686 unde 687 unde 688 unde 689 unde 690 unde 691 unde 692 unde 693 unde 693 unde 694 unde 695 unde 696 vaults 698 vaults 699 payroll 700 penningto 703 payroll 706 millikin 710 vaults 711 vaults 715 vaults 714 vaults 715 vaults 716 payroll 720 vaults 718 wesco 721 payroll 720 vesco	Attach 2118 underground cond pr A <u>Group: Vaults</u>		BIPCO2019 Block Island 05-0161650 FYE: 5/31/2019
9/01/8 9/01/8 9/01/87 9/01/87 9/01/87 9/01/8 9/01/70 9/01/7 9/01/8 9/01/7 9/01/8 9/01/7 9/01/8 9/02/90 9/12/99 9/1	7/18/13 Underground	tion Date In Service 4/11/13 2/16/14	Block Island Power Company 19
$\begin{array}{r} 221.91\\ 85.95\\ 85.95\\ 1,031.90\\ 1,080.00\\ 1,080.00\\ 1,080.00\\ 1,080.00\\ 1,080.00\\ 1,080.00\\ 1,080.00\\ 1,080.00\\ 3,603.29\\ 457.91\\ 57.50\\ 457.91\\ 57.50\\ 447.25\\ 457.91\\ 57.50\\ 449.25\\ 57.50\\ 167.00\\ 107.00\\ 1$	<u>69.51</u> 1,079,559,19	Book Cost 429.00 550.00	y Book As
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$\begin{array}{c} 0.00\\$	3.48 28,493.19	Book Current Depreciation 21.45 27.50	5/31/19
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$\begin{array}{c} 0.00\\ 2.96\\ 0.00\\$		Book Net Book Value 296.72 405.62	01/16/2019
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333364000000000000000000000000000000000	20.0	Book Period 20.0	1:40 AM Page 29

### Schedule 2.1(f)

### Business Contracts to be Assumed by Buyer

#### **Equipment Leases:**

Altec Bucket Truck – 7 Year Lease (paid monthly)

Ford F250 Pick Up – 5 Year Lease (paid monthly)

Ford 150 Pick Up – 3 Year Lease (paid monthly)

#### **Operating Contracts:**

Shell Energy N.A.

National Grid

GE - AMI Services

NISC software hosting services

Verizon Pole Sharing Agreement

### Leases where Seller is the Lessor:

Tower Leases subject to permit requirements

Verizon Pole Top Leases

Schedule 5.9(a) - Employees of Seller

	Block Island P	Block Island Power Company	
	Employee	Employee Directory	
Employee	Birth Date	Job Title	Status
Carey, Evan	8/7/1990	<b>3rd Class Line Worker</b>	Active
Durden, Thomas	2/22/1964	Lead Line Worker	Active
Fredericks, Tracy	12/28/1967	Office Administrator	Active
Martin, Richard	12/8/1954	Plant Coordinator	Active
Milner, David	11/27/1945	Plant Coordinator	Active
Stockman, James	3/24/1962	1st Class Line Worker	Active
Wright, Jeffery	9/21/1966	President	Active

Attachment JMW-1

Schedule 5.10(a) - Benefit Plans BLOCK ISLAND POWER COMPANY <sup>100</sup> Occum Avenue P.O. Ben 518 Block Idend, Bhode Island 02007

### **COMPANY PERSONNEL POLICY 002**

# HEALTH INSURANCE, EMPLOYEE BENEFIT CO-SHARE, HEALTH INSURANCE DEDUCTIBLE REIMBURSEMENT, HEALTH INSURANCE OPT OUT, LIFE INSURANCE AND WELLNESS PROGRAM

**HEALTH INSURANCE:** The company will provide medical insurance for all full time, permanent employees that work a minimum of forty hours per week. Temporary employees, part-time employees and contractors shall not qualify or receive health insurance benefits. The current policy is administered through:

> VantageBlue 100/60 \$1500 w/ RX Option \$10/\$30/\$50/\$75/\$125 Blue Cross Blue Shield Rhode Island Group 000001820 Administrator: Philip Notardonato 500 Exchange Street Providence, RI 02903 401-459-2098

Plan information can be requested at any time. The BIPCO Administrator is Jeff Wright.

**ENROLLMENT:** New employees can only be enrolled on the first day of the month following their employment start date.

#### DENTAL INSURANCE

Each employee that is covered by medical insurance is also covered by dental insurance provided by Delta Dental Premier for Small Business – 7B. The policy Group/Division iD is 1315-0101 Block Island Power Company.

**EMPLOYEE CO-SHARE:** The employees will contribute to their individual health care and dental policy at a rate of 20%. The Employee Co-Share will be deducted from each weekly paycheck.

#### HEALTH INSURANCE OPT OUT

Employees who opt out of the BIPCO healthcare and dental plan because they have other coverage will be reimbursed as follows: Family Plan \$3,500, Individual Plan \$1,500.

**DEDUCTIBLE REIMBURSEMENT ACCOUNT:** To assist each employee in paying for their healthcare and dental deductibles, the company will reimburse each employee \$500 per year for the deductibles associated with the employee on a single plan and \$1,000 for the employee and his/her dependents that are covered by a family plan.

The Block Island Power Company fiscal year runs from June 1 - May 31. Each employee's Deductible Reimbursement Account must be used and not exceed \$1,000 within that fiscal year. Funds are not allowed to be carried over from year-year, and no funds may be shared with co-workers.

Supporting documents must be submitted to the Block Island Power Company plan administrator for approval and payment.

#### LIFE INSURANCE

Each employee is enrolled in a life insurance plan provided by Principal Financial Group, Policy # 1001190. A copy of the policy will be made available upon request. The benefit is equal to \$10,000 upon death of the employee.

WELLNESS PROGRAM: The Block island Power Company does not currently offer a wellness benefit.

Approved by:

Date: 1/14/19

Jeffery M. Wright, President

BIPCo Board of Directors' Meeting October 30, 2008 Wakefield, RI Attendees: Messrs: Casazza, McGinnes, Milner. By proxy: Jerome Edwards

Motion: Decrease the number of years of service and age combined to 90 years to qualify for a \$1000/month pension. Maker: McGinnes, Second: Milner. Motion carried unanimously.

Motion: Establish the spouse as a continued recipient of the pension in the event of the death of the primary pensioner. . Maker: McGinnes, Second: Casazza. Motion carried unanimously.

Submitted by Albert Casazza, President, BIPCo

1

STATE OF RHODE ISLAND WASHINGTON, SC		SUPERIOR COURT
ISLAND LIGHT AND POWER	:	
COMPANY	:	
	2	
VS.	•	C.A. No. WM-2019-021
	:	
SARA GOLVINVEAUX MCGINNES	÷.	
2011 TRUST	\$	

## **ORDER**

This matter having come before the Court for a bench trial on March 8, 2021 through March 11, 2021, for the determination of the fair value of the Sara Golvinveaux McGinnes 2011 Trust's (the "Trust") one-third interest in the Block Island Power Company ("BIPCO") as of December 2, 2018, pursuant to R.I. Gen. Laws § 7-1.2-1202. For the reasons outlined in this

Court's June 3, 2021, Decision, it is hereby:

## **ORDERED, ADJUDGED AND DECREED:**

- The fair value of BIPCO's equity as of December 2, 2018 was \$5,141,417.32, rounded to \$5,145,000;
- 2. The fair value of the Trust's one-third share in BIPCO is \$1,715,000;
- The Trust previously received \$900,000.00 in accord with the Consent Order entered by this Court on March 14, 2019, in the matter entitled *Sara McGinnes v. Town of New Shoreham* et al., C.A. No WC-2018-0212;
- 4. In turn, Judgment shall enter in favor of the Trust in the amount of \$815,000.00;
- 5. Pursuant to R.I. Gen. Laws § 7-1.2-1202(f), the Trust is entitled to interest at the rate of 12% per annum from December 2, 2018; and
- Pursuant to R.I. Gen. Laws § 7-1.2-1202(g), the Trust is also entitled to costs and expenses, as outlined in the Bill of Costs attached hereto as *Exhibit A*.

Case Number: WM-2019-0211 Filed in Washington County Superior Court Submitted: 8/3/2021 10:16 AM Envelope: 3220101 Reviewer: Elizabeth M.

Attachment JMW-2

8/6/2021

ENTERED as an Order of this Court this <u>6th</u> day of <u>August</u> , 2021.

J.

ENT

**Richard Licht** 

Associate Justice

Submitted by:

/s//s/W. Mark Russo W. Mark Russo (#3937) Ferrucci Russo P.C. 55 Pine Street, 3<sup>rd</sup> Floor Providence, RI 02903 Tel.: (401) 455-1000 E-mail: <u>mrusso@frlawri.com</u> Dated: August 3, 2021 BY ORDER:

C. Rengen

Michael C. Rampone Clerk Deputy Clerk I

## **Certificate of Service**

I certify that on the 3rd day of August, 2021, the within document was electronically filed and electronically served through the Rhode Island Judiciary Electronic Filing System, on all parties registered to receive electronic service in this matter. The document is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/W. Mark Russo

Case Number: WM-2019-0211 Filed in Washington County Superior Court Submitted: 8/3/2021 10:16 AM Envelope: 3220101 Reviewer: Elizabeth M.

Attachment JMW-2

# Exhibit A

#### Sara Golvinveaux McGinnes 2011 Trust Bill of Costs

6/10/2021

Date	Рауве	Amount	Explanation
Sep-17	Scott Madden Management Consultants	14,728.75	and Dratting of report
Nov-17	Scott Madden Management Consultants	4,372.50	and braiting of report
Feb-18	Scott Madden Management Consultants	8,317.50	and Drahing of report
Mar-18	Scott Madden Management Consultants	1,860.00	and Draming of report
Apr-18	Scott Madden Management Consultants	2,530.64	and Dratting of report
	Subtotal for Report	31,809.39	
Apr-19	Scott Madden Management Consultants	3,360.00	Support
May-19	Scott Madden Management Consultants	690	Support
Jun-19	Scott Madden Management Consultants	5,335.62	Expert - Dylan D'Ascendis - Litigation Support
Jan-20	Scott Madden Management Consultants	345	Support
Feb-20	Scott Madden Management Consultants	345	Support
Mar-20	Scott Madden Management Consultants	1,207.50	Expert - Dylan D'Ascendis - Litigation Support
	Subtotal for Litigation Support	11,283.12	
Oct-20	Scott Madden Management Consultants	4,245.00	Expert - Dylan D'Ascendis - Preparation for Deposition
Nov-20	Scott Madden Management Consultants	8,987.73	Expert - Dylan D'Ascendis - Attendance a Participation at Deposition and Attendanc at Deposition of Glenn Walker
<b></b>	Subtotal for Deposition	13,232.73	
Feb-21	Scott Madden Management Consultants	1,380.00	Expert - Dylan D'Ascendis - Preparation f
Mar-21	Scott Madden Management Consultants		Expert - Dylan D'Ascendis - Attendance a and Participation in Trial
	Subtotal for Trial	19,850.04	
· · · _ · · ·	Total Expense for Expert Dylan D'Ascendis	76,175.28	
10/12/17	Peter M. Scotti & Associates, Inc.	7,500.00	Expert - Michael Kerns and Peter Scotti - Drafting and Preparing Appraisal Report
	Subtotal for Report	7,500.00	
11/1/20	Peter M. Scotti & Associates, Inc.	600.00	Expert - Peter M. Scotti - Preparation for Deposition
11/4/20	Peter M. Scotti & Associates, Inc.		Expert - Peter M. Scotti - Preparation for Deposition

#### Sara Golvinveaux McGinnes 2011 Trust Bill of Costs

6/10/2021

11/5/20			Expert - Peter M. Scotti - Attendance at a
	Peter M. Scotti & Associates, Inc.	1,050.00	
	Subtotal for Deposition	2,100.00	
2/20/21			Expert - Peter M. Scotti - Preparation for
	Peter M. Scotti & Associates, Inc.	450.00	Trial
2/22/21	Peter M. Scotti & Associates, Inc.	600.00	Expert - Peter M. Scotti - Preparation for Trial
3/4/21	Peter M. Scotti & Associates, Inc.	450.00	Expert - Peter M. Scotti - Preparation for
3/9/21	Peter M. Scotti & Associates, Inc.	900.00	
3/10/21	Peter M. Scotti & Associates, Inc.	1 200 00	Expert - Peter M. Scotti - Attendance at a Participation in Trial
	Subtotal for Trial	3,600.00	
	Total Expense for Expert Peter Scotti	13,200.00	
12/23/18	Allied Court Reporters	BA4 45	Stenographic Services - Shareholder Meeting
10/26/20		041.40	Stenographic Services - Deposition of
10/20/20	Allied Court Reporters	376.45	Nancy Dodge
11/3/20	Allied Court Reporters	489.60	Stenographic Services - Deposition of Dylan D'Ascendis
11/4/20	Allied Court Reporters	640.55	Stenographic Services - Deposition of Glenn Walker
11/5/20	Allied Court Reporters	192.50	Stenographic Services - Deposition of Sa McGinnes
11/5/20	Allied Court Reporters	310.60	Stenographic Services - Deposition of Pe M. Scotti
	Total Expense for Stenographic Services	2,651.15	
2/26/21			Delivery of Trial Exhibit Binder to Opposir
	Dash Delivery		Counsel
	Total Expense for Delivery Service	10.00	
7/16/20	James Sylvester - Constable Service	66.00	Service of Subpoens upon Meney Ded
11/5/20	James Sylvester - Constable Service		Service of Subpoena upon Nancy Dodge Attempted Service of Subpoena upon B& Consulting
12/16/20	James Sylvester - Constable Service		Attempted Service of Subpoena upon B& Consulting
2/19/21	James Sylvester - Constable Service		Service of Subpoena upon Barbara MacMullan
2/25/21	lames Subjector Constable Consist		Sanita of Subpoord upon Loffrou Mitch
·,	James Sylvester - Constable Service Total Expense for Constable Services	125.00 547.00	Service of Subpoena upon Jeffrey Wright

#### Sara Golvinveaux McGinnes 2011 Trust Bill of Costs

6/10/2021

Date	Payee	Amount	Explanation
5/3/19	Town of Plymouth, NH	37.75	Records Request Regarding Appraisal Reports
5/24/19	Town of Billerica, MA	49.05	Records Request Regarding Appraisal Reports
5/24/19	Town of Bath, NH	48.20	Records Request Regarding Appraisal Reports
3/4/21	Providence Water Supply Board	15.00	Records Request Regarding Appraisal Reports
	Total Expense for Public Records	150.00	
3/8/21	Linda J. Faria		Trial Transcript - March 8, 2021
3/11/21	Karen Ceseretti		Trial Transcript - March 9, 10, and 11, 202
	Total Expense for Trial Transcripts	3,708.00	
	TOTAL COSTS AND EXPENSES	96,441.43	

# **OVERVIEW- CONVERSION FROM 2.4 KV DELTA TO 2.4/4.16 KV WYE**

The main advantage of this conversion will be the reduction of the phase current on each line which will allow additional load to be added or reduce/eliminate existing overloads, improve voltage regulation and reduce I<sup>2</sup>R losses (power paid for by BIP but not recovered through rates.) There will be no need to replace existing transformers but they will need to be reconnected at the time of conversion to a new neutral wire that is either currently there or needs to be installed. Existing capacitors and regulators should be able to be reused by reconnecting them into a wye configuration. Since it's unlikely the entire system can be converted at the same time due to the magnitude of the work involved, a set of step transformers that take the new wye at the substation back to a 2.4 KV delta will be required on each circuit not part of the initial conversion. Each circuit could then be converted one at a time or even doing each circuit in phases by moving the steps to allow conversion in phases that match reasonable work resources. It should be noted that the neutral will need to be grounded a minimum of 4 times per mile per NESC requirements and all equipment will need to be connected to ground. The source from National Grid will now have a neutral brought into the substation that will need to be tied to ground through the substation ground grid (assumes that there is an existing ground grid). The introduction of the ground will now allow a phase that gets grounded to have fault current flow so the system will need to be analyzed to make sure that there are reclosers or fuses installed in strategic locations (i.e. all single phase side taps) to limit the size of the outage or reliability could suffer. The use of fast shots on reclosers may be desirable to allow a temporary fault to clear to reduce the number of outages that require a truck to roll. Tree trimming will need to be kept up or reliability could suffer as the new system will only need contact on one phase of the wye instead of two phases of the old delta.

Attached is some information to get some the thought process going and we can discuss in more detail when we get together on the 24th.

# **AMPACITIES- UG CABLE**

Underground cable typically has a normal rating based on its design temperature (older cable had lower temperature ratings such as 70° C while newer cables have a typical rating of 90° C which does allow higher ratings. Attached are some cut sheets of what may be used if new cable is needed and also some ampacity tables (The ampacities are based on a 100% LF, 20′ C earth ambient temperature and an earth RHO of 90 and a 30″ burial depth). Two things to note on the tables are that if multiple circuits are installed in the same duct bank then the ratings are reduced since each act as a heat source to each other so l've shown what the ratings are for a circuit that is by itself and then what the ratings are if there a three circuits close together in the same duct bank. Based on our first visit it seems that the cables are generally by themselves so it seems like the one circuit ratings could be used. There is also an emergency rating using 105′ C which does allow the cable to carry a higher load for periods of time but the extra heat does degrade the cable and shorten it's life. Some utilities don't allow any overloading for this reason but others use a general rule of thumb in the industry which is not to exceed 100 hours per year and no more than 500 hours in the life of the cable. If any of the cables need to be changed out for capacity reasons a set of 3-1/c 500 MCM Cu 15 kV cables should fit in the existing conduits and not exceed percent fill or create a jam possibility when pulling.

15kV Primary UD EPR

# 15kV Primary UD EPR Cable

Aluminum or Copper Conductor. EPR Insulation. Bare Copper Concentric Neutrals. Low Density Polyethylene Jacket.



#### APPLICATIONS

Predominantly used for primary underground distribution in conduit systems; suitable for use in wet or dry locations, direct burial, underground duct, and where exposed to sunlight. To be used at 15,000 volts or less and at conductor temperatures not to exceed 105°C for normal operation.

#### SPECIFICATIONS

Southwire 15kV Primary UD EPR Cable meets or exceeds the following ASTM specifications:

- B3 Soft Annealed Copper Wire
- B8 Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft
- B230 Aluminum, 1350-H19 Wire for Electrical Purposes
- B231 Aluminum 1350 Conductors, Concentric-Lay-Stranded
- B609 Aluminum 1350 Round Wire, Annealed and Intermediate Tempers, for Electrical Purposes

Southwire 15kV Primary UD EPR Cable is manufactured to the latest edition of the following specifications, and in the order as listed:

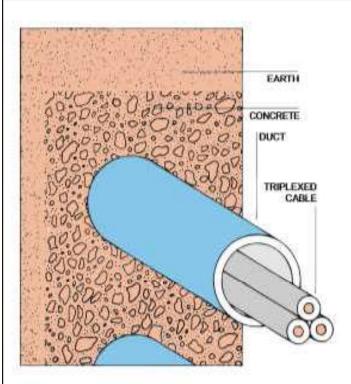
- ANSI/ICEA S-94-849
- AEIC CS-8
- UL 1072, When Specified
- RUS 1728F-U1

#### CONSTRUCTION

The cable is composed of a solid or moisture blocked reverse lay, compressed stranded soft drawn copper, or a solid or moisture blocked reverse lay or unilay compressed stranded 1350-H16/26 aluminum phase conductor, covered by a semi-conducting cross-linked polyethylene strand shield, an ethylene propylene rubber primary insulation, and a semi-conducting cross-linked polyethylene insulation shield. Conductors are available with either 100% or 133% insulation levels. A concentric neutral of bare copper wires and a sunlight resistant, -40°C rated, insulating linear low density polyethylene jacket are applied over the insulation shield. The cable is identified by surface print on the jacket and with the lightning bolt symbol for supply cables indented in the jacket. Red extruded stripes available upon request. A semi-conducting polyethylene jacket is also available upon request.

Description of the second seco	MARE USA	Copyright 2013, Staathwim Company, All Rights Reserved
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## **Okonite Cables** Section 6



# **Ampacity Tablets**

## Three single or triplexed cable underground ducts

Closed shield operation. Shields bonded and grounded at multiple points. One triplexed cable or three single conductor cables in a duct. All cables equally loaded and in outside ducts only.

- Earth ambient temperature 20°C Earth thermal resistivity RHO 90
  - 100% load factor
- Depth of burial 30" to top of duct bank with ducts on 7 1/2" centers.

# One circuit — three single or triplexed conductors per duct

Table 6-10

	Non-Shleided	Shielded				Non-Shielded		Shie	ided		
Conductor Size	a strange to the strange to the	600-2000 Volts Ampacity		2001-5000 Volts 5001-35000 V Ampacity Ampacity		and the second se	600-2000 Volts Ampacity	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	00 Volta acity	and the second sec	00 Volte acity
AWG-kemil	90° C (194°F)	90° C (194°F)	105°C (221°F)	90° C (194°F)	105°C (221°F)	90° C (194°F)	90° C (194°F)	105°C (221'F)	90° C (194°F)	105°C (221°F	
		14	- 69	-		-50	50	54	-		
1.62	林	-165 110	102	90	97 125	66 36	66	11	70 91	75 94 130	
	111	110	120	115 155 173 200 200	125	3.86		-91	- 91		
E	111	145 170	155	133	145 145	114	119	125	120	140	
100	141	196	210	200	215	7.58	115 136 150	160	1時	140	
240	-236	2200	235	200	245	40	170	181	173	145 199	
1/0 2/0 4/0 2/0	148 148 133 226 229 229 312 317	260	180 210 235 270			116	195	210	200	216	
40	290	290 120 885	310 340 415	200 235 335 300	275 315	226	225	245	234	245 270	
250	317	120	340	444	245 415	250	750	270	250	370	
354	347	385	415	//90		. 394	305	325	303 370	330 400	
500	47] 585	_ <b>4</b> m	505	865	500	131 150 172 186 276 250 394 372 468	370	600	570		
750	585	470 585 670	505 630 720	465 565 640	610	455	400	505 590	455	490	

# Okonite Cables Section 6

	circuits ctors per			gle or	triple	exed			8	Table 6-
	Three single of Copper - un			tors		Three single Aluminum -				
	Non-Shielded		Shie	Ided		Non-Shielded			Ided	
Conductor Size	600-2000 Volts Ampacity		00 Volts acity		000 Volts acity	600-2000 Volts Ampacity		00 Volts acity		000 Volts acity
AWG-komil	90° C (194°F)	90° C (194°F)	105°C (221°F)	90° C (194°F)	105°C (221°F)	90° C (194°F)	90° C (194°F)	105°C (221°F)	90° C (194°F)	105°C (221°F)
8 6 4 2 1 1/0 2/0 2/0 2/0 2/0 2/0 2/0 2/0 2/0 2/0 2	56 73 95 121 141 141 141 237 250 311 376 401 523	57.5.5.00000000000000000000000000000000	00 79 100 150 155 155 255 200 135 405 405 405		83 105 135 155 200 225 235 235 235 240 340 395 475	44 57 74 110 125 141 142 185 201 201 201 201 201 201 201 201 201	44 57 74 810 125 146 185 146 185 205 5 245 370	47 61 105 120 135 115 200 220 205 320 320 320 320 320 320		43 83 120 140 155 175 200 220 200 315 335
	cuits — f ctors per Three single - Copper — ur	or triplexe	single d canduc	or tri	plexe	att ad Three single Aluminum -			ctors	440 Table 6-1
	Three single	or triplexe	single d conduc d ducts	or tri		ed Three single	or triplex	ed conduc	tions	
Conductor	Three single of Copper — ur	r duct or triplexe idergroun 2001-50	single d conduc d ducts	or tri		<b>d</b> Three single Aluminum -	or triplex 	ed conduc	tors ts Meded 5001-354	
Conductor	Three single Copper — ur Non-Shielded 600-2000 Volts	r duct or triplexe idergroun 2001-50	single d canduc d ducts Shik 20 Volts	or tri	plexe	Three single Aluminum - Non-Shielded 500-2000 Volts	or triplex 	ed condu round duc Shie 90 Volts	tors ts Meded 5001-354	Table 6-

# **AMPACITIES- BARE OH COPPER**

Bare copper wire has a normal rating of 75° C which produces the ampacities shown in the Southwire cut sheet based on the parameters shown at the bottom of the sheet. Generally hard drawn copper is used for OH primary distribution as it has the most strength. Some additional charts are attached that also show an overload ampacity that some utilities allow (up to 100° C) but the danger of allowing the wire to go to the higher temperatures may start to anneal the copper which drops the rated strength significantly as shown in the first cut sheet. The sag of the conductor also has to be considered as these higher temperatures will create additional sag which may contact lower wires on the pole or trees.



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Page 2 of 3

#### Thu Mar 21 11:12:22 EDT 2013

# Bare Copper

Size Stranding (AWG)		Stranding	Weight	Diamete	er (mils)	Hard	Drawn	Medium-H	lard Drawn	Soft-Drawn	(Annealed)	Allowable
		Class	(Ibs/1000 ft)	Individual Wires	Complete Conductor	Rated Strength (Ibs)	DC Resistance (ohms/1000 ft) @20°C	Rated Strength (Ibs)	DC Resistance (ohms/1000 ft) @20°C	Rated Strength (Ibs)	DC Resistance (ohms/1000 ft) @20°C	Ampacity
						STRANDED	6					
8	7	в	51	49	146	777	.6663	610	.6629	499	.6408	95
6	7	B	81	61	184	1228	.4191	959	.4169	794	.4030	130
4	7	А, В	128.9	77	232	1938	.2636	1505	.2622	1320	.2534	170
3	7	A, B	182.5	87	260	2433	.2090	1885	.2079	1870	.2010	200
2	7	A, B	204.9	97	292	3050	.1660	2360	.1650	2110	.1578	230
1	7	A	258.4	109	328	3801	.1316	2955	.1309	2552	.1252	265
1/0	7	A, AA	326.1	123	368	4752	.1042	3705	.1037	3221	.1002	310
2/0	7	A, AA	410.9	138	414	5926	.08267	4640	.08224	4062	.07949	355
2/0	19	в	410.9	84	418	6690	.08267	4765	.08224	4024	.07949	355
3/0	7	A, AA	518.1	155	464	7366	.06556	5812	.06522	5118	.06304	410
4/0	7	A, AA	653.3	174	522	9154	.05199	7278	.05172	6459	.04999	480
4/0	19	в	653,3	108	528	9617	.05199	7479	.05172	6453	.04999	480
200	18	A	771.8	115	974	11300	.04400	6630	.043/0	1027	.04231	530
250	37	в	771.9	82	575	11600	.04400	8952	.04378	7940	.04231	530
300	19	А	926.2	128	628	13510	.03667	10530	.03648	9160	.03526	590
350	19	A	1080.6	136	679	15590	.03143	12200	.03127	10680	.03022	650
500	37	A, B	1543.8	118	814	22510	.02200	17550	.02189	15240	.02116	810
600	37	A, AA	1852.5	127	891	27020	.01834	21080	.01825	18300	.01783	910
750	61	A, B	2315.6	111	998	34090	.01487	26510	.01459	22890	.01410	1040
1000	61	A, B	3087.5	128	1152	45030	.01100	35100	.01094	30500	.01058	1240

	BARE CO	PPER		
	Summe	Ampacity	Winter	Ampacity
Size	Normal	Emergency	Normal	Emergenc
#6 3 Str	130	160	165	185
#6 Solid	125	150	155	175
#4 3 Str	175	215	220	250
#4 Solid	165	205	210	240
#3 7 Str	200	245	250	285
#2 7 Str	230	280	290	330
#2 3 Str	235	290	300	340
#2 Solid	225	275	285	320
#1 7 Str	265	330	335	385
#1 3 Str	275	340	350	395
#1/0 7 Str	310	380	390	445
2/0 7 Str	355	440	455	520
3/0 7 Str	410	510	525	600
4/0 19 Str	480	595	615	700
250	535	665	685	785
300	595	745	770	880
350	660	825	850	970
400	715	895	925	1060
500	820	1030	1065	1220
700	1005	1270	1315	1510
1000	1240	1570	1625	1870

	Summe	r Ampacity	Winter Ampacity		
	Normal	Emergency	Normal	Emergency	
Ambient Temp. (°C)	26.7	26.7	4.4	4.4	
Bare Wire Conductor Temp (°C)	75	100	75	100	
Covered Wire Conductor Temp (°C)	75	85	75	85	
Spacer Cable Conductor Temp (°C)	75	100	75	100	
Tree Wire Conductor Temp (°C)	75	90	75	90	
Wind Speed (Ft/Sec)	2	2	2	2	

# **CONVERSION ISSUES FOR DISCUSSION**

## ROTATION

Rotation needs to be determined before the conversion on the substation and on all 6 feeders. The substation rotation needs to be confirmed immediately after the conversion and then as each circuit is picked up with proposed steps the rotation needs to be confirmed to make sure the step connections were all done correctly.

## PHASING

All circuit open points need to have their phasing checked after the conversion to make sure that the step connections were all done correctly.

## STEP TRANSFORMERS

Since conversion of the entire system at one time to a wye system would require significant resources, a set of steps could be installed on each circuit to allow it to remain a 2.4 kV delta circuit until a later date when each circuit could be converted one at a time. There are several ways to connect these steps on the source side (grounded wye, floating wye and delta) with each method having its pros and cons. The eventual decision may be based on input from a Protection & Controls (P&C) Engineer as to the best way to clear a fault downline.

## Protection & Controls (P&C)

The entire substation, diesel interconnection and circuits need to be evaluated by an experienced P&C engineer to make sure everything coordinates including with the National Grid protection back at the source substation. Typically, a wye system has ground trip relays that help provide better fault clearing than just phase over current protection so they will probably recommend that as a minimum.

## Diesel Generators

The diesel generators will need to be reconnected into a wye configuration and phased into the new system and may require additional protection systems.

## NEUTRAL

National Grid will bring a neutral from their substation into the BIPCO substation where it will need to be tied into the substation ground grid (assumes there is an existing ground grid). The substation fence should be tied into the ground grid and it's a common practice to have a buried ground wire outside the fence approximately 3 feet to provide an equipotential zone in case someone is outside and touching the fence during a fault event. As each circuit is converted a neutral will need to be run from the substation for all three phase portions of the circuit. If two circuits share the same pole line they can share the same neutral until they split and then a separate neutral is required for each circuit. During the initial visit it appears that there may

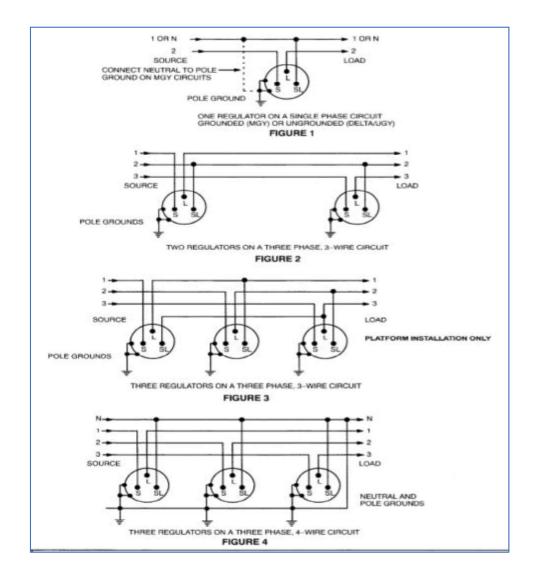
already be extra wires that can be used for a neutral but they were generally not in the typical lower position on the pole so a way to consistently identify which conductor is the neutral needs to be determined so line crews always know which wire is the neutral. For all existing single phase taps there is no need for any additional wires but one of two wires will have to be the designated neutral and identified as such. It could either be moved down on the pole or left on the cross arm with some sort of identification. As each circuit is converted from a delta to a wye, each transformer needs to have the H2 tap moved to the neutral. If there is a cutout/LA on this tap it needs to be removed.

### CIRCUIT GROUNDING

All equipment, racks, cable grounds, riser poles, controls, etc, will need to have an 8<sup>°</sup> driven ground at that pole location (controls and LB switch locations should have a second ground rod driven at that location 8<sup>°</sup> from the first ground rod or a ground mat installed for worker safety). Also, the NESC requires a minimum of 4 pole grounds per mile to tie the neutral to ground so if there is not enough equipment in a given mile then additional grounds need to be driven to satisfy the NESC. All guy wires also need to get tied into the neutral.

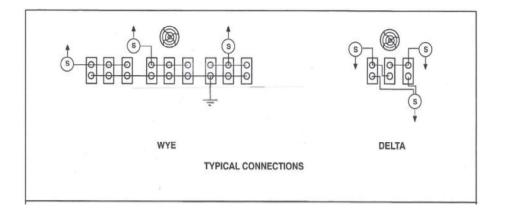
## REGULATORS

Regulators that are currently connected in a delta connection (figure 3 below) will need to be reconnected into a wye (figure 4 below).



### CAPACITOR BANKS

If there are any capacitor banks on the system, they will also need to be reconnected from a delta to a wye connection.



### CERTIFICATE OF RESOLUTIONS AND INCUMBENCY

I, John Warfel, do hereby certify that (i) I am the Secretary of BLOCK ISLAND UTILITY DISTRICT (hereinafter called the "District"); (ii) the following are true and correct copies of resolutions duly adopted by the board of commissioners of the District at a meeting held on Monday, December 27, 2021 at 3:30 PM; (iii) the meeting was duly and regularly called and held in accordance with the State of Rhode Island General Laws and the bylaws of the District; (iv) the District is duly organized, validly existing and in good standing under the laws of the state of its organization and there is no pending or contemplated proceeding for the merger, consolidation, sale of assets or business or dissolution of the District; (v) none of the following resolutions has been rescinded or modified as of this date; and (vii) the persons authorized below have been duly elected or appointed to their respective positions:

RESOLVED, that the District borrow from National Rural Utilities Cooperative Finance Corporation (CFC), from time to time as determined by the persons designated by the board of commissioners of the District, an aggregate amount not to exceed \$300,000.00, as set forth in a loan agreement with CFC governing such loan, in such form as the individuals authorized herein may negotiate with CFC (the "9007 Loan Agreement"); and

RESOLVED, that the District also borrow from CFC, from time to time as determined by the persons designated by the board of commissioners of the District, an aggregate amount not to exceed \$1,500,000.00, as set forth in a loan agreement with CFC governing such loan, in such form as the individuals authorized herein may negotiate with CFC (the "9008 Loan Agreement"); and

RESOLVED, that the proceeds of these loans be used for refinancing certain amounts outstanding under the District's line of credit with CFC and financing the District's voltage conversion project, respectively; and

RESOLVED, that the individuals listed below are hereby authorized to execute and to deliver to CFC the following documents (including as many counterparts as may be required):

- a) the 9007 Loan Agreement and the 9008 Loan Agreement;
- b) one or more secured promissory notes payable to the order of CFC, which in the aggregate shall not exceed the principal amount of \$300,000.00, in such form as the individuals authorized herein may negotiate with CFC;
- c) one or more secured promissory notes payable to the order of CFC, which in the aggregate shall not exceed the principal amount of \$1,500,000.00, in such form as the individuals authorized herein may negotiate with CFC; and
- d) if required by CFC, a mortgage and security agreement with CFC as mortgagee, for purposes of securing the loans provided for herein, in such form as the individuals authorized herein may negotiate with CFC.

CFC INCUMB RI001-A(JABLONJ) 249588-1 RESOLVED, that each of the following individuals is hereby authorized in the name and on behalf of the District to execute and to deliver all such other documents and instruments as may be necessary or appropriate, to execute any future amendments to said 9007 Loan Agreement and said 9008 Loan Agreement as such individual may deem appropriate within the amount of the promissory notes so authorized herein and to do all such other acts as in the opinion of such authorized individual acting may be necessary or appropriate in order to carry out the purposes and intent of the foregoing resolutions:

Office or Title	Name (typed or printed)
President	Jeffery M. Wright
Board Chair	Barbara A. MacMullan
Treasurer	Tom Risom

IN WITNESS WHEREOF I have hereunto set my hand as of the date shown below.

Secretary Date:

CFC INCUMB RI001-A(JABLONJ) 249588-1

## BLOCK ISLAND UTILITY DISTRICT d/b/a BLOCK ISLAND POWER COMPANY

## **PRE-FILED DIRECT TESTIMONY**

OF

# DAVID G BEBYN, CPA

FOR

# **RHODE ISLAND DIVISION OF PUBLIC UTILITIES AND CARRIERS**

DOCKET NO. D-21 - \_\_\_\_

December 2021

**1 Q.** Please state your name and business address for the record.

A. My name is David G. Bebyn, CPA and my business address is 21 Dryden Lane,
Providence, Rhode Island 02904.

4

#### 5 Q. By whom are you employed and in what capacity?

A. I am the President of B&E Consulting LLC (B&E). B&E is a CPA firm that
specializes in utility regulation, expert rate and accounting testimony, tax and accounting
services.

9

# 10 Q. Mr. Bebyn, have you testified as an expert accounting witness prior to this 11 docket?

12 A. Yes. I have provided testimony on rate related matters before utility commissions in 13 Rhode Island and Connecticut. Regarding the Rhode Island Public Utilities Commission, I have prepared testimony and testified in the Block Island Utility District d/b/a Block Island 14 15 Power Company ("BIUD") last rate filings in Docket #4690 in support of the Power Procurement Plan and Last Resort and Transmission Tariffs. In addition to BIUD's Last 16 Resort and Transmission filings, I provided testimony covering the test year and rate year 17 18 supporting BIUD's last major rate filing in Docket #4975. I also prepared testimony on behalf of the Pascoag Utility District (PUD) in Dockets #5134 and #4341 to support the 19 adjusted test year, rate year and rate design. In addition to rate filings before the 20 21 Commission, I provided testimony supporting BIUD's last financing request with the 22 Division in Dockets #D-19-11 and PUD's last financing request with the Division in #D-23 20-11. Dockets #4975 and #D-19-11 covered the rates and financing as part of the 24 transition from the old investor owner Block Island Power Company (BIPCo) to the new 25 non-profit BIUD.

26

### **Q. What is your educational background?**

A. I received my Bachelor of Science Degree in Accounting (BSA) from Rhode Island
College. I became a Certified Public Accountant in 2000 after passing the CPA exam.

- 30
- 31
- 32

#### **1 Q.** What is the purpose of your testimony?

2 A. I will provide information on proposed new debt financings for Block Island Utility District in the amount of \$1,800,000. The borrowing is made up of two loans. 1) The first 3 4 loan in the amount of \$300,000 covers converting a line of credit from contingency liability of BIUD regarding litigation from the transition from the old investor owner 5 BIPCo to the new non-profit BIUD. 2) The second loan in the amount of \$1,500,000 6 covers the purchase and construction of assets for the voltage conversion project. I will 7 8 address the financial impact of this proposed refinancing. I will provide the reasoning behind BIUD's selection of the financing terms for the loans. I will also present the 9 10 information required by the Rules of the Division so that the Division can review and evaluate this proposed \$1,800,000 financing package. 11

12

Q. Mr. Bebyn, before addressing the financial impact of the borrowing, can you provide some background of the transition from the old investor owner BIPCo to the new non-profit BIUD and the contingent liability of \$300,000 related to that transition?

Certainly. Before November 2016, all of the shares of BIPCo were held by three 17 A. individual owners, who each held one-third of the outstanding shares of BIPCo. On 18 November 7, 2016, the Town of New Shoreham purchased all of the BIPCo shares from 19 20 two of the three owners. The Town purchased each share at \$900,000 per share. This purchase provided the Town with a 2/3 majority ownership in BIPCo and resulted in a 21 change in the BIPCo's Board of Directors. The new BIPCo Board moved towards 22 transferring BIPCo into a utility district. The minority 1/3 interest owner, the McGinnes 23 Trust, objected to the sale and filed litigation against the Town. As part of the asset sale 24 25 agreement with the Town (Attachment JMW-1 attached to Mr. Wright's testimony), BIUD agreed to pay the McGinnes Trust any amount awarded directly to the trust, up to a 26 27 maximum of \$300,000.

28

On July 26, 2017, Senate Bill No. 729 Substitute A became effective without the Governor's signature. This new law (RIGL § 45-67-1 et seq.) created the BIUD. Under the Act, once the assets of BIPCo were transferred to BIUD, BIPCo ceased functioning as an electric utility. That transfer took place on March 25, 2019, when BIUD purchased all of BIPCo's assets with an unsecured \$5.8 million short-term loan from National Rural Utilities Cooperative Finance Corporation ("CFC"). Those unsecured funds were made permanent with a long-term loan from CFC, approved in Docket #D-19-11. After Docket #D-19-11, on June 3, 2021, the Rhode Island Superior Court issued its decision valuing the McGinnes Trust share at \$1,715,000 (Attachment JMW-2). BIUD drew \$300,000 from a CFC line of credit to satisfy BIUD's contingency liability of asset sale agreement and Superior Court decision.

8

#### 9 Q. How will the proceeds of this borrowing be used?

A. The proceeds from the \$300,000 loan will be used to repay the \$300,000 CFC line of credit used to satisfy BIUD's contingency liability of asset sale agreement and Superior Court decision mentioned in the previous section. The proceeds from the second loan in the amount of \$1,500,000 cover the purchase and construction of assets for the voltage conversion project. In summary, the voltage conversion will reduce the phase current on each line, allowing the additional load to be added or reduce/eliminate existing overloads, improve voltage regulation, and reduce system losses.

17

# 18 Q. Mr. Bebyn, what are the terms for the proposed \$300,000 and \$1,500,000 19 mortgage loans?

20 The loans will be secured by all of the BIUD's real and personal property. CFC A. provided amortization tables attached to my testimony as Attachment DGB-1 and 21 The interest rates of 3.92% used in the DGB-1and DGB-2 22 Attachment DGB-2. documents are rates as of 12/16/2021 (used as a guide to estimate the eventual rates at 23 closing). The interest rate of 3.92% is before the impact of interest rate discounts (~25 bps) 24 25 and patronage capital (~25 bps). Based on current rates, the effective rate after discounts and pat cap would be approximately 3.42%. The loan's interest rates at closing will be 26 27 calculated using a revenue market rate not to exceed 4.50%, which was used in the BIUD's 28 proforma projections based upon CFC's Compass financial modeling. Copies of the 29 amortization tables utilizing the market rate not to exceed 4.50% are also attached to my 30 testimony as Attachment DGB-3 and Attachment DGB-4.

31

There is no drawdown period for the \$300,000 loan since the \$300,000 mortgage funds will be used to repay the \$300,000 line of credit in full. There is one year drawdown period for the \$1,500,000 loan and BIUD is anticipating drawing down the funds before December of 2022. The repayment period for both loans will be 30 years and there will be no balloon payment due at the end of the 30 years. The debt service on the loan will be designed to include level annual payments of less than \$17,100 for the \$300,000 loan and level annual payments of less than \$85,300 for the \$1,500,000 loan.

8

# 9 Q. Mr. Bebyn, in your opinion, does BIUD have sufficient rates in place to pay the 10 debt service for the \$300,000 and \$1,500,000 mortgage loans?

A. Yes. BIUD will be utilizing a portion of its capital reserve funding and funding for the 11 12 voltage conversion account. In BIUD's last general rate filing, Docket #4975, the BIUD informed the Commission while justifying the funding levels for the capital reserve and 13 14 voltage conversion that part of those funds would be used for these two loans. The \$300,000 loan would be contingent on the Superior Court decision in the McGinnes case. 15 16 If the liability needed to be satisfied, then part of the capital reserve funding would be used to pay for the debt service on that loan. However, the voltage conversion project was 17 anticipated and not just a contingency. The rate filing provided \$62,441 for engineering 18 expenses in the rate year to start the voltage conversion project. Once the engineering work 19 20 was completed, the funds would be used to repay the debt service needed for a loan to complete the voltage conversion project. If any additional funds were required above the 21 annual voltage conversion funding, the balance would come from the capital reserve 22 23 funding.

24

#### 25 Q. What interest rates will be used for the loan?

A. As I stated above, the interest rates used in the DGB-1 and DGB-2 CFC documents are rates as of 12/16/2021 (used as a guide to estimate the eventual rates at closing). The loan's interest rates will be calculated using the revenue market rate not to exceed 4.50%, which would result in a projected subsidized rate of approximately 4.00% 1

#### Q. Is there a prepayment premium?

A. Yes. The loan is subject to a prepayment administrative fee and any make-whole
prepayment premium.

4

## 5 Q. What, if any, financial covenants are required?

A. BIUD is to maintain a Modified Debt Service Coverage ("MDSC"). MDSC is defined
as Operating Margins + Interest Expense LTD + Depreciation, Amortization + NonOperating Margins. The level of MDSC that CFC requires is 1.35 for two out of the past
three years.

10

### 11 Q. In your opinion, will BIUD be able to satisfy the 1.35 MDSC test?

A. Yes. As previously mentioned, CFC's calculation of BIUD's proforma projections is
based upon CFC's Compass financial modeling. This review included satisfying this 1.35
MDSC test. The Compass model resulted in factors in excess of 1.86 based upon a
maximum rate of 4.5%.

16

#### 17 Q. Will this financing impact the ratepayers?

A. No. There will be no rate impact on the ratepayers because current rates will cover the debt service cost. The \$17,050 annual debt service on the \$300,000 loan will be covered by BIUD's annual \$400,000 capital reserve funding. The \$85,300 annual debt service on the \$1,500,000 loan will be covered by BIUD's annual \$62,441 voltage conversion project funding and \$400,000 capital reserve funding.

# Q. Are the terms of the \$300,000 and \$1,500,000 mortgage loans of the CFC in the best interest of the ratepayers?

25 A. Absolutely. BIUD has worked hard to secure this below-market rate financing, which

26 provides a low interest rate and maximum flexibility in terms of repayment.

27

#### 28 Q. Does that conclude your testimony?

29 A. Yes.

#### Amortization Scenario @ Current Rates

Lender:	CFC	Payment Method: Loan Advance	Level Debt		
Loan Amount:	\$300,000.00	Date:	1/1/2022		
Loan Term:	30 Years	Billing Cycle: Amortization Start	Quarterly		
Interest Rate:	3.92%	Date:	1/1/2022		
Interest Type:	Fixed   30/360				
	Beginning				Principal Balance
-	Principal	Principal Paid	Interest Paid	Total Paid	Outstanding
3/31/2022	\$300,000.00	\$1,322.61	\$2,940.00	\$4,262.61	\$298,677.39
6/30/2022	\$298,677.39	\$1,335.57	\$2,927.04	\$4,262.61	\$297,341.82
9/30/2022	\$297,341.82	\$1,348.66	\$2,913.95	\$4,262.61	\$295,993.16
12/31/2022	\$295,993.16	\$1,361.88	\$2,900.73	\$4,262.61	\$294,631.28
TOTALS		\$5,368.72	\$11,681.72	\$17,050.44	
2/21/2022	6204 624 28	¢1 375 33	¢2,007,20	¢4 262 64	¢202.256.06
3/31/2023	\$294,631.28	\$1,375.22	\$2,887.39	\$4,262.61	\$293,256.06
6/30/2023	\$293,256.06	\$1,388.70	\$2,873.91	\$4,262.61	\$291,867.36
9/30/2023	\$291,867.36	\$1,402.31	\$2,860.30	\$4,262.61	\$290,465.05
12/31/2023	\$290,465.05	\$1,416.05	\$2,846.56	\$4,262.61	\$289,049.00
TOTALS		\$5,582.28	\$11,468.16	\$17,050.44	
3/31/2024	\$289,049.00	\$1 <i>,</i> 429.93	\$2,832.68	\$4,262.61	\$287,619.07
6/30/2024	\$287,619.07	\$1,443.94	\$2,818.67	\$4,262.61	\$286,175.13
9/30/2024	\$286,175.13	\$1,458.09	\$2,804.52	\$4,262.61	\$284,717.04
12/31/2024	\$284,717.04	\$1,472.38	\$2,790.23	\$4,262.61	\$283,244.66
TOTALS		\$5 <i>,</i> 804.34	\$11,246.10	\$17,050.44	
3/31/2025	\$283,244.66	\$1,486.81	\$2,775.80	\$4,262.61	\$281,757.85
6/30/2025	\$281,757.85	\$1,501.38	\$2,761.23	\$4,262.61	\$280,256.47
9/30/2025	\$280,256.47	\$1,516.10	\$2,746.51	\$4,262.61	\$278,740.37
12/31/2025	\$278,740.37	\$1,530.95	\$2,731.66	\$4,262.61	\$277,209.42
TOTALS	\$278,740.57	\$6,035.24	\$11,015.20	\$17,050.44	ŞZ77,209.42
TOTALS		\$0,033.24	\$11,015.20	\$17,030.44	
3/31/2026	\$277,209.42	\$1,545.96	\$2,716.65	\$4,262.61	\$275,663.46
6/30/2026	\$275,663.46	\$1,561.11	\$2,701.50	\$4,262.61	\$274,102.35
9/30/2026	\$274,102.35	\$1,576.41	\$2,686.20	\$4,262.61	\$272,525.94
12/31/2026	\$272,525.94	\$1,591.86	\$2,670.75	\$4,262.61	\$270,934.08
TOTALS		\$6,275.34	\$10,775.10	\$17,050.44	
3/31/2027	\$270,934.08	\$1,607.46	\$2,655.15	\$4,262.61	\$269,326.62
6/30/2027	\$269,326.62	\$1,623.21	\$2,639.40	\$4,262.61	\$267,703.41
9/30/2027	\$267,703.41	\$1,639.12	\$2,623.49	\$4,262.61	\$266,064.29
12/31/2027	\$266,064.29	\$1,655.18	\$2,607.43	\$4,262.61	\$264,409.11
TOTALS	\$200,004.23	\$6,524.97	\$10,525.47	\$17,050.44	\$204,409.11
TOTALS		\$0,524.97	\$10,525.47	\$17,050.44	
3/31/2028	\$264,409.11	\$1,671.40	\$2,591.21	\$4,262.61	\$262,737.71
6/30/2028	\$262,737.71	\$1,687.78	\$2,574.83	\$4,262.61	\$261,049.93
9/30/2028	\$261,049.93	\$1,704.32	\$2,558.29	\$4,262.61	\$259,345.61
12/31/2028	\$259,345.61	\$1,721.02	\$2,541.59	\$4,262.61	\$257,624.59
TOTALS		\$6,784.52	\$10,265.92	\$17,050.44	
3/31/2029	\$257,624.59	\$1,737.89	\$2,524.72	\$4,262.61	\$255,886.70

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6/30/2029	\$255,886.70	\$1,754.92	\$2,507.69	\$4,262.61	\$254,131.78
9/30/2029	\$254,131.78	\$1,772.12	\$2,490.49	\$4,262.61	\$252,359.66
12/31/2029	\$252,359.66	\$1,789.49	\$2,473.12	\$4,262.61	\$250,570.17
TOTALS	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$7,054.42	\$9,996.02	\$17,050.44	1,
		<i>+•)••</i>	+-,	<i>+</i> ,	
3/31/2030	\$250,570.17	\$1,807.02	\$2,455.59	\$4,262.61	\$248,763.15
6/30/2030	\$248,763.15	\$1,824.73	\$2,437.88	\$4,262.61	\$246,938.42
9/30/2030	\$246,938.42	\$1,824.75	\$2,437.88	\$4,262.61	\$245,095.81
12/31/2030	\$245,095.81	\$1,860.67	\$2,401.94	\$4,262.61	\$243,235.14
TOTALS		\$7,335.03	\$9,715.41	\$17,050.44	
a /a / /a a a /		A. 070 0.		<b>.</b>	40.44.050.00
3/31/2031	\$243,235.14	\$1,878.91	\$2,383.70	\$4,262.61	\$241,356.23
6/30/2031	\$241,356.23	\$1,897.32	\$2,365.29	\$4,262.61	\$239,458.91
9/30/2031	\$239,458.91	\$1,915.91	\$2,346.70	\$4,262.61	\$237,543.00
12/31/2031	\$237,543.00	\$1,934.69	\$2,327.92	\$4,262.61	\$235,608.31
TOTALS		\$7,626.83	\$9,423.61	\$17 <i>,</i> 050.44	
3/31/2032	\$235,608.31	\$1,953.65	\$2,308.96	\$4,262.61	\$233,654.66
6/30/2032	\$233,654.66	\$1,972.79	\$2,289.82	\$4,262.61	\$231,681.87
9/30/2032	\$231,681.87	\$1,992.13	\$2,270.48	\$4,262.61	\$229,689.74
12/31/2032	\$229,689.74	\$2,011.65	\$2,250.96	\$4,262.61	\$227,678.09
TOTALS		\$7,930.22	\$9,120.22	\$17 <i>,</i> 050.44	
3/31/2033	\$227,678.09	\$2,031.36	\$2,231.25	\$4,262.61	\$225,646.73
6/30/2033	\$225,646.73	\$2,051.27	\$2,211.34	\$4,262.61	\$223,595.46
9/30/2033	\$223,595.46	\$2,071.37	\$2,191.24	\$4,262.61	\$221,524.09
12/31/2033	\$221,524.09	\$2,091.67	\$2,170.94	\$4,262.61	\$219,432.42
TOTALS	<i><i><i>q</i>==2,0200</i></i>	\$8,245.67	\$8,804.77	\$17,050.44	<i>\\\\\\\\\\\\\</i>
		<i>40,2</i> 10107	<i>\$6,66 mm</i>	<i>\\\\\\\\\\\\\</i>	
3/31/2034	\$219,432.42	\$2,112.17	\$2,150.44	\$4,262.61	\$217,320.25
6/30/2034	\$217,320.25	\$2,132.87	\$2,129.74	\$4,262.61	\$215,187.38
9/30/2034	\$215,187.38	\$2,152.87	\$2,108.84	\$4,262.61	\$213,033.61
12/31/2034					
	\$213,033.61	\$2,174.88	\$2,087.73	\$4,262.61	\$210,858.73
TOTALS		\$8,573.69	\$8,476.75	\$17,050.44	
2/21/2025	¢210.050.72	¢2 100 10	¢2.000 42	¢4 262 61	6200 CC2 F4
3/31/2035	\$210,858.73	\$2,196.19	\$2,066.42	\$4,262.61	\$208,662.54
6/30/2035	\$208,662.54	\$2,217.72	\$2,044.89	\$4,262.61	\$206,444.82
9/30/2035	\$206,444.82	\$2,239.45	\$2,023.16	\$4,262.61	\$204,205.37
12/31/2035	\$204,205.37	\$2,261.40	\$2,001.21	\$4,262.61	\$201,943.97
TOTALS		\$8,914.76	\$8,135.68	\$17,050.44	
3/31/2036	\$201,943.97	\$2,283.56	\$1,979.05	\$4,262.61	\$199,660.41
6/30/2036	\$199,660.41	\$2,305.94	\$1,956.67	\$4,262.61	\$197,354.47
9/30/2036	\$197,354.47	\$2,328.54	\$1,934.07	\$4,262.61	\$195,025.93
12/31/2036	\$195,025.93	\$2,351.36	\$1,911.25	\$4,262.61	\$192,674.57
TOTALS		\$9,269.40	\$7,781.04	\$17,050.44	
3/31/2037	\$192,674.57	\$2,374.40	\$1,888.21	\$4,262.61	\$190,300.17
6/30/2037	\$190,300.17	\$2,397.67	\$1,864.94	\$4,262.61	\$187,902.50
9/30/2037	\$187,902.50	\$2,421.17	\$1,841.44	\$4,262.61	\$185,481.33
12/31/2037	\$185,481.33	\$2,444.89	\$1,817.72	\$4,262.61	\$183,036.44
TOTALS	· ·	\$9,638.13	\$7,412.31	\$17,050.44	. ,
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3/31/2038	\$183,036.44	\$2,468.85	\$1,793.76	\$4,262.61	\$180,567.59
6/30/2038	\$180,567.59	\$2,493.05	\$1,769.56	\$4,262.61	\$178,074.54
9/30/2038	\$178,074.54	\$2,517.48	\$1,745.13	\$4,262.61	\$175,557.06
5/ 50/ 2050	J1/0,0/4.04	40،11,24	γ1,/4J.13	4,202.01	00.166,6116

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12/31/2038	\$175,557.06	\$2,542.15	\$1,720.46	\$4,262.61	\$173,014.91
TOTALS		\$10,021.53	\$7,028.91	\$17,050.44	
		. ,	. ,	. ,	
3/31/2039	\$173,014.91	\$2,567.06	\$1,695.55	\$4,262.61	\$170 <i>,</i> 447.85
6/30/2039	\$170,447.85	\$2,592.22	\$1,670.39	\$4,262.61	\$167,855.63
9/30/2039	\$167,855.63	\$2,617.62	\$1,644.99	\$4,262.61	\$165,238.01
12/31/2039	\$165,238.01	\$2,643.28	\$1,619.33	\$4,262.61	\$162,594.73
TOTALS		\$10,420.18	\$6,630.26	\$17,050.44	
3/31/2040	\$162,594.73	\$2,669.18	\$1,593.43	\$4,262.61	\$159 <i>,</i> 925.55
6/30/2040	\$159 <i>,</i> 925.55	\$2 <i>,</i> 695.34	\$1,567.27	\$4,262.61	\$157,230.21
9/30/2040	\$157,230.21	\$2,721.75	\$1,540.86	\$4,262.61	\$154,508.46
12/31/2040	\$154,508.46	\$2,748.43	\$1,514.18	\$4,262.61	\$151,760.03
TOTALS		\$10,834.70	\$6,215.74	\$17,050.44	
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3/31/2041	\$151,760.03	\$2,775.36	\$1,487.25	\$4,262.61	\$148,984.67
6/30/2041	\$148,984.67	\$2,802.56	\$1,460.05	\$4,262.61	\$146,182.11
					\$143,352.08
9/30/2041	\$146,182.11	\$2,830.03	\$1,432.58	\$4,262.61	
12/31/2041	\$143,352.08	\$2,857.76	\$1,404.85	\$4,262.61	\$140,494.32
TOTALS		\$11,265.71	\$5,784.73	\$17,050.44	
3/31/2042	\$140,494.32	\$2,885.77	\$1,376.84	\$4,262.61	\$137 <i>,</i> 608.55
6/30/2042	\$137 <i>,</i> 608.55	\$2 <i>,</i> 914.05	\$1,348.56	\$4,262.61	\$134,694.50
9/30/2042	\$134,694.50	\$2,942.60	\$1,320.01	\$4,262.61	\$131,751.90
12/31/2042	\$131,751.90	\$2,971.44	\$1,291.17	\$4,262.61	\$128,780.46
TOTALS		\$11,713.86	\$5,336.58	\$17,050.44	
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3/31/2043	\$128,780.46	\$3,000.56	\$1,262.05	\$4,262.61	\$125,779.90
6/30/2043	\$125,779.90	\$3,029.97	\$1,232.64	\$4,262.61	\$122,749.93
9/30/2043	\$122,749.93	\$3,059.66	\$1,202.95	\$4,262.61	\$119,690.27
12/31/2043	\$119,690.27	\$3,089.65	\$1,172.96	\$4,262.61	\$116,600.62
TOTALS		\$12,179.84	\$4,870.60	\$17,050.44	
3/31/2044	\$116,600.62	\$3,119.92	\$1,142.69	\$4,262.61	\$113 <i>,</i> 480.70
6/30/2044	\$113,480.70	\$3,150.50	\$1,112.11	\$4,262.61	\$110,330.20
9/30/2044	\$110,330.20	\$3,181.37	\$1,081.24	\$4,262.61	\$107,148.83
12/31/2044	\$107,148.83	\$3,212.55	\$1,050.06	\$4,262.61	\$103,936.28
TOTALS		\$12,664.34	\$4,386.10	\$17,050.44	
3/31/2045	\$103,936.28	\$3,244.03	\$1,018.58	\$4,262.61	\$100,692.25
6/30/2045	\$100,692.25	\$3,275.83	\$986.78	\$4,262.61	\$97,416.42
9/30/2045	\$97,416.42	\$3,307.93	\$954.68	\$4,262.61	\$94,108.49
12/31/2045	\$94,108.49	\$3,340.35	\$922.26	\$4,262.61	\$90,768.14
	<i>\$94,100.49</i>				\$90,766.14
TOTALS		\$13,168.14	\$3,882.30	\$17,050.44	
- / /		** *** **			
3/31/2046	\$90,768.14	\$3,373.08	\$889.53	\$4,262.61	\$87,395.06
6/30/2046	\$87,395.06	\$3,406.14	\$856.47	\$4,262.61	\$83,988.92
9/30/2046	\$83,988.92	\$3,439.52	\$823.09	\$4,262.61	\$80,549.40
12/31/2046	\$80,549.40	\$3,473.23	\$789.38	\$4,262.61	\$77 <i>,</i> 076.17
TOTALS		\$13,691.97	\$3,358.47	\$17,050.44	
3/31/2047	\$77,076.17	\$3,507.26	\$755.35	\$4,262.61	\$73 <i>,</i> 568.91
6/30/2047	\$73,568.91	\$3,541.63	\$720.98	\$4,262.61	\$70,027.28
9/30/2047	\$70,027.28	\$3,576.34	\$686.27	\$4,262.61	\$66,450.94
12/31/2047	\$66,450.94	\$3,611.39	\$651.22	\$4,262.61	\$62,839.55
TOTALS	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$14,236.62	\$2,813.82	\$17,050.44	,02,00 <i>3</i> , <b>0</b> 0
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3/31/2048	\$62,839.55	\$3,646.78	\$615.83	\$4,262.61	\$59,192.77
6/30/2048	\$59,192.77	\$3,682.52	\$580.09	\$4,262.61	\$55,510.25
9/30/2048	\$55,510.25	\$3,718.61	\$544.00	\$4,262.61	\$51,791.64
12/31/2048	\$51,791.64	\$3,755.05	\$507.56	\$4,262.61	\$48,036.59
TOTALS		\$14,802.96	\$2,247.48	\$17,050.44	
3/31/2049	\$48,036.59	\$3,791.85	\$470.76	\$4,262.61	\$44,244.74
6/30/2049	\$44,244.74	\$3,829.01	\$433.60	\$4,262.61	\$40,415.73
9/30/2049	\$40,415.73	\$3,866.54	\$396.07	\$4,262.61	\$36,549.19
12/31/2049	\$36,549.19	\$3,904.43	\$358.18	\$4,262.61	\$32,644.76
TOTALS		\$15,391.83	\$1,658.61	\$17,050.44	
3/31/2050	\$32,644.76	\$3,942.69	\$319.92	\$4,262.61	\$28,702.07
6/30/2050	\$28,702.07	\$3,981.33	\$281.28	\$4,262.61	\$24,720.74
9/30/2050	\$24,720.74	\$4,020.35	\$242.26	\$4,262.61	\$20,700.39
12/31/2050	\$20,700.39	\$4,059.75	\$202.86	\$4,262.61	\$16,640.64
TOTALS		\$16,004.12	\$1,046.32	\$17,050.44	
3/31/2051	\$16,640.64	\$4,099.53	\$163.08	\$4,262.61	\$12,541.11
6/30/2051	\$12,541.11	\$4,139.71	\$122.90	\$4,262.61	\$8,401.40
9/30/2051	\$8,401.40	\$4,180.28	\$82.33	\$4,262.61	\$4,221.12
12/31/2051	\$4,221.12	\$4,221.12	\$41.37	\$4,262.49	\$0.00
TOTALS		\$16,640.64	\$409.68	\$17,050.32	

#### Amortization Scenario @ Current Rates

Lender:	CFC	Payment Method: Loan Advance	Level Debt		
Loan Amount:	\$1,500,000.00	Date:	1/1/2022		
Loan Term:	30 Years	Billing Cycle:	Quarterly		
		Amortization Start	2		
Interest Rate:	3.92%	Date:	1/1/2022		
Interest Type:	Fixed   30/360				
	Beginning				Principal Balance
Payment Date	Principal	Principal Paid	Interest Paid	Total Paid	Outstanding
3/31/2022	\$1,500,000.00	\$6,613.05	\$14,700.00	\$21,313.05	\$1,493,386.95
6/30/2022	\$1,493,386.95	\$6,677.86	\$14,635.19	\$21,313.05	\$1,486,709.09
9/30/2022	\$1,486,709.09	\$6,743.30	\$14,569.75	\$21,313.05	\$1,479,965.79
12/31/2022	\$1,479,965.79	\$6,809.39	\$14,503.66	\$21,313.05	\$1,473,156.40
TOTALS		\$26,843.60	\$58,408.60	\$85,252.20	
3/31/2023	\$1,473,156.40	\$6,876.12	\$14,436.93	\$21,313.05	\$1,466,280.28
6/30/2023	\$1,466,280.28	\$6,943.50	\$14,369.55	\$21,313.05	\$1,459,336.78
9/30/2023	\$1,459,336.78	\$7,011.55	\$14,301.50	\$21,313.05	\$1,452,325.23
12/31/2023	\$1,452,325.23	\$7,080.26	\$14,232.79	\$21,313.05	\$1,445,244.97
TOTALS	+-,,	\$27,911.43	\$57,340.77	\$85,252.20	<i>+ _, · · · , _ · · · · ·</i>
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3/31/2024	\$1,445,244.97	\$7,149.65	\$14,163.40	\$21,313.05	\$1,438,095.32
6/30/2024	\$1,438,095.32	\$7,219.72	\$14,093.33	\$21,313.05	\$1,430,875.60
9/30/2024	\$1,430,875.60	\$7,290.47	\$14,022.58	\$21,313.05	\$1,423,585.13
12/31/2024	\$1,423,585.13	\$7,361.92	\$13,951.13	\$21,313.05	\$1,416,223.21
TOTALS		\$29,021.76	\$56,230.44	\$85,252.20	
3/31/2025	\$1,416,223.21	\$7,434.06	\$13,878.99	\$21,313.05	\$1,408,789.15
6/30/2025	\$1,408,789.15	\$7,506.92	\$13,806.13	\$21,313.05	\$1,401,282.23
9/30/2025	\$1,401,282.23	\$7,580.48	\$13,732.57	\$21,313.05	\$1,393,701.75
12/31/2025	\$1,393,701.75	\$7,654.77	\$13,658.28	\$21,313.05	\$1,386,046.98
TOTALS		\$30,176.23	\$55,075.97	\$85,252.20	
3/31/2026	\$1,386,046.98	\$7,729.79	\$13,583.26	\$21,313.05	\$1,378,317.19
6/30/2026	\$1,378,317.19	\$7,805.54	\$13,507.51	\$21,313.05	\$1,370,511.65
9/30/2026	\$1,370,511.65	\$7,882.04	\$13,431.01	\$21,313.05	\$1,362,629.61
12/31/2026	\$1,362,629.61	\$7,959.28	\$13,353.77	\$21,313.05	\$1,354,670.33
TOTALS	. , ,	\$31,376.65	\$53,875.55	\$85,252.20	.,,,
3/31/2027	\$1,354,670.33	\$8,037.28	\$13,275.77	\$21,313.05	\$1,346,633.05
6/30/2027	\$1,346,633.05	\$8,116.05	\$13,197.00	\$21,313.05	\$1,338,517.00
9/30/2027	\$1,338,517.00	\$8,195.58	\$13,117.47	\$21 <i>,</i> 313.05	\$1,330,321.42
12/31/2027	\$1,330,321.42	\$8,275.90	\$13,037.15	\$21,313.05	\$1,322,045.52
TOTALS		\$32,624.81	\$52,627.39	\$85,252.20	
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3/31/2028	\$1,322,045.52	\$8,357.00	\$12,956.05	\$21,313.05	\$1,313,688.52
6/30/2028	\$1,313,688.52	\$8,438.90	\$12,874.15	\$21,313.05	\$1,305,249.62
9/30/2028	\$1,305,249.62	\$8,521.60	\$12,791.45	\$21,313.05	\$1,296,728.02
12/31/2028 TOTALS	\$1,296,728.02	\$8,605.12 \$33,922.62	\$12,707.93	\$21,313.05 \$85.252.20	\$1,288,122.90
TUTALS		\$33,377°,07	\$51,329.58	\$85,252.20	
3/31/2029	\$1,288,122.90	\$8,689.45	\$12,623.60	\$21,313.05	\$1,279,433.45
0,01,2020	<i>~_,</i> ,,,,	ç0,000110	<i><i><i>q 12,020,00</i></i></i>	<i><i><i><i>q</i><sup>2</sup><sup>2</sup><sup>3</sup><sup>3</sup></i><sup>3</sup></i></i>	<i>q</i> <u>-</u> , <u>-</u> , -, -, -, -, -, -, -, -, -, -, -, -, -,

# Attachment DGB-2

6/30/2029	\$1,279,433.45	\$8,774.60	\$12,538.45	\$21,313.05	\$1,270,658.85
9/30/2029	\$1,270,658.85	\$8,860.59	\$12,452.46	\$21,313.05	\$1,261,798.26
12/31/2029	\$1,261,798.26	\$8,947.43	\$12,365.62	\$21,313.05	\$1,252,850.83
TOTALS	<i>~1,201,700.20</i>	\$35,272.07	\$49,980.13	\$85,252.20	<i>+ 1)202)000100</i>
TOTALS		<i>\$33,272.07</i>	Q-9,900.19	<i>\$03,232.20</i>	
3/31/2030	\$1,252,850.83	\$9,035.11	\$12,277.94	\$21,313.05	\$1,243,815.72
6/30/2030	\$1,243,815.72	\$9,123.66	\$12,189.39	\$21,313.05	\$1,234,692.06
9/30/2030	\$1,234,692.06	\$9,213.07	\$12,099.98	\$21,313.05	\$1,225,478.99
12/31/2030	\$1,225,478.99	\$9,303.36	\$12,009.69	\$21,313.05	\$1,216,175.63
TOTALS		\$36,675.20	\$48,577.00	\$85,252.20	
3/31/2031	\$1,216,175.63	\$9,394.53	\$11,918.52	\$21,313.05	\$1,206,781.10
6/30/2031	\$1,206,781.10	\$9,486.60	\$11,826.45	\$21,313.05	\$1,197,294.50
9/30/2031	\$1,197,294.50	\$9,579.56	\$11,733.49	\$21,313.05	\$1,187,714.94
12/31/2031	\$1,187,714.94	\$9,673.44	\$11 <i>,</i> 639.61	\$21,313.05	\$1,178,041.50
TOTALS		\$38,134.13	\$47 <i>,</i> 118.07	\$85,252.20	
3/31/2032	\$1,178,041.50	\$9,768.24	\$11,544.81	\$21,313.05	\$1,168,273.26
6/30/2032	\$1,168,273.26	\$9,863.97	\$11,449.08	\$21,313.05	\$1,158,409.29
9/30/2032	\$1,158,409.29	\$9,960.64	\$11,352.41	\$21,313.05	\$1,148,448.65
12/31/2032	\$1,148,448.65	\$10,058.25	\$11,254.80	\$21,313.05	\$1,138,390.40
TOTALS	<i>+ _,_ · _,</i> · · · · · · · ·	\$39,651.10	\$45,601.10	\$85,252.20	+ -,,
101/125		<i>\$55,651110</i>	<i>ϕ</i> 13,001110	<i>400,202.</i> 20	
3/31/2033	\$1,138,390.40	\$10,156.82	\$11,156.23	\$21,313.05	\$1,128,233.58
6/30/2033	\$1,128,233.58	\$10,256.36	\$11,056.69	\$21,313.05	\$1,117,977.22
9/30/2033	\$1,117,977.22	\$10,356.87	\$10,956.18	\$21,313.05	\$1,107,620.35
			\$10,854.68	\$21,313.05	
12/31/2033	\$1,107,620.35	\$10,458.37			\$1,097,161.98
TOTALS		\$41,228.42	\$44,023.78	\$85,252.20	
2/24/2024	64 007 4 64 00			604 040 05	÷4.000 co4.40
3/31/2034	\$1,097,161.98	\$10,560.86	\$10,752.19	\$21,313.05	\$1,086,601.12
6/30/2034	\$1,086,601.12	\$10,664.36	\$10,648.69	\$21,313.05	\$1,075,936.76
9/30/2034	\$1,075,936.76	\$10,768.87	\$10,544.18	\$21,313.05	\$1,065,167.89
12/31/2034	\$1,065,167.89	\$10,874.40	\$10,438.65	\$21,313.05	\$1,054,293.49
TOTALS		\$42,868.49	\$42,383.71	\$85,252.20	
3/31/2035	\$1,054,293.49	\$10,980.97	\$10,332.08	\$21,313.05	\$1,043,312.52
6/30/2035	\$1,043,312.52	\$11,088.59	\$10,224.46	\$21,313.05	\$1,032,223.93
9/30/2035	\$1,032,223.93	\$11,197.26	\$10,115.79	\$21,313.05	\$1,021,026.67
12/31/2035	\$1,021,026.67	\$11,306.99	\$10,006.06	\$21,313.05	\$1,009,719.68
TOTALS		\$44,573.81	\$40,678.39	\$85,252.20	
3/31/2036	\$1,009,719.68	\$11,417.80	\$9,895.25	\$21,313.05	\$998,301.88
6/30/2036	\$998,301.88	\$11,529.69	\$9,783.36	\$21,313.05	\$986,772.19
9/30/2036	\$986,772.19	\$11,642.68	\$9,670.37	\$21,313.05	\$975,129.51
12/31/2036	\$975,129.51	\$11,756.78	\$9,556.27	\$21,313.05	\$963,372.73
TOTALS	<i>\\</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$46,346.95	\$38,905.25	\$85,252.20	<i>\$000,072.70</i>
		<i>\(\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	<i>400)</i> 202.20	
3/31/2037	\$963,372.73	\$11,872.00	\$9,441.05	\$21,313.05	\$951,500.73
6/30/2037	\$951,500.73	\$11,988.34	\$9,324.71	\$21,313.05	\$939,512.39
9/30/2037	\$939,512.39	\$12,105.83	\$9,207.22	\$21,313.05	\$927,406.56
12/31/2037	\$927,406.56	\$12,224.47	\$9,088.58	\$21,313.05 \$21,313.05	\$915,182.09
	<i>,4</i> 00.30				\$213,102.09
TOTALS		\$48,190.64	\$37,061.56	\$85,252.20	
2/24/2020	CO1E 102 00	612 244 27	60.000.70	601 010 05	6000 007 00
3/31/2038	\$915,182.09	\$12,344.27	\$8,968.78	\$21,313.05	\$902,837.82
6/30/2038	\$902,837.82	\$12,465.24	\$8,847.81	\$21,313.05	\$890,372.58
9/30/2038	\$890,372.58	\$12,587.40	\$8,725.65	\$21,313.05	\$877,785.18

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12/31/2038	\$877,785.18	\$12,710.76	\$8,602.29	\$21,313.05	\$865,074.42
TOTALS		\$50,107.67	\$35,144.53	\$85,252.20	
3/31/2039	\$865,074.42	\$12,835.32	\$8,477.73	\$21,313.05	\$852,239.10
6/30/2039	\$852,239.10	\$12,961.11	\$8,351.94	\$21,313.05	\$839,277.99
9/30/2039	\$839,277.99	\$13,088.13	\$8,224.92	\$21,313.05	\$826,189.86
12/31/2039	\$826,189.86	\$13,216.39	\$8,096.66	\$21,313.05	\$812,973.47
TOTALS	. ,	\$52,100.95	\$33,151.25	\$85,252.20	. ,
		<i>+,</i>	+)	+)	
3/31/2040	\$812,973.47	\$13,345.91	\$7,967.14	\$21,313.05	\$799,627.56
6/30/2040	\$799,627.56	\$13,476.70	\$7,836.35	\$21,313.05	\$786,150.86
9/30/2040	\$786,150.86	\$13,608.77	\$7,704.28	\$21,313.05	\$772,542.09
12/31/2040	\$772,542.09	\$13,742.14	\$7,570.91	\$21,313.05	\$758,799.95
	\$772,542.09				\$136,199.93
TOTALS		\$54,173.52	\$31,078.68	\$85,252.20	
2/21/2041		¢10.07C.01	67 426 24	¢21 212 0F	6744 000 14
3/31/2041	\$758,799.95	\$13,876.81	\$7,436.24	\$21,313.05	\$744,923.14
6/30/2041	\$744,923.14	\$14,012.80	\$7,300.25	\$21,313.05	\$730,910.34
9/30/2041	\$730,910.34	\$14,150.13	\$7,162.92	\$21,313.05	\$716,760.21
12/31/2041	\$716,760.21	\$14,288.80	\$7,024.25	\$21,313.05	\$702,471.41
TOTALS		\$56,328.54	\$28,923.66	\$85,252.20	
3/31/2042	\$702,471.41	\$14,428.83	\$6,884.22	\$21,313.05	\$688,042.58
6/30/2042	\$688,042.58	\$14,570.23	\$6,742.82	\$21,313.05	\$673 <i>,</i> 472.35
9/30/2042	\$673,472.35	\$14,713.02	\$6,600.03	\$21,313.05	\$658,759.33
12/31/2042	\$658,759.33	\$14,857.21	\$6,455.84	\$21,313.05	\$643,902.12
TOTALS		\$58,569.29	\$26,682.91	\$85,252.20	
		. ,	. ,	. ,	
3/31/2043	\$643,902.12	\$15,002.81	\$6,310.24	\$21,313.05	\$628,899.31
6/30/2043	\$628,899.31	\$15,149.84	\$6,163.21	\$21,313.05	\$613,749.47
9/30/2043	\$613,749.47	\$15,298.31	\$6,014.74	\$21,313.05	\$598,451.16
12/31/2043	\$598,451.16	\$15,448.23	\$5,864.82	\$21,313.05	\$583,002.93
TOTALS	ŞJ98,4J1.10				\$363,002.93
TUTALS		\$60,899.19	\$24,353.01	\$85,252.20	
3/31/2044	\$583,002.93	\$15,599.62	\$5,713.43	\$21,313.05	\$567,403.31
6/30/2044	\$567,403.31	\$15,752.50	\$5,560.55	\$21,313.05	\$551,650.81
9/30/2044	\$551,650.81	\$15,906.87	\$5,406.18	\$21,313.05	\$535,743.94
12/31/2044	\$535,743.94	\$16,062.76	\$5,250.29	\$21,313.05	\$519,681.18
TOTALS		\$63,321.75	\$21,930.45	\$85,252.20	
0 10 4 10 0 45	4-10 001 10		45 000 00	404.040.05	
3/31/2045	\$519,681.18	\$16,220.17	\$5,092.88	\$21,313.05	\$503,461.01
6/30/2045	\$503,461.01	\$16,379.13	\$4,933.92	\$21,313.05	\$487,081.88
9/30/2045	\$487,081.88	\$16,539.65	\$4,773.40	\$21,313.05	\$470,542.23
12/31/2045	\$470,542.23	\$16,701.74	\$4,611.31	\$21,313.05	\$453 <i>,</i> 840.49
TOTALS		\$65,840.69	\$19,411.51	\$85,252.20	
3/31/2046	\$453,840.49	\$16,865.41	\$4,447.64	\$21,313.05	\$436,975.08
6/30/2046	\$436,975.08	\$17 <i>,</i> 030.69	\$4,282.36	\$21,313.05	\$419 <i>,</i> 944.39
9/30/2046	\$419,944.39	\$17,197.59	\$4,115.46	\$21,313.05	\$402,746.80
12/31/2046	\$402,746.80	\$17,366.13	\$3,946.92	\$21,313.05	\$385,380.67
TOTALS		\$68,459.82	\$16,792.38	\$85,252.20	
3/31/2047	\$385,380.67	\$17,536.32	\$3,776.73	\$21,313.05	\$367 <i>,</i> 844.35
6/30/2047	\$367,844.35	\$17,708.18	\$3,604.87	\$21,313.05	\$350,136.17
9/30/2047	\$350,136.17	\$17,881.72	\$3,431.33	\$21,313.05	\$332,254.45
12/31/2047	\$332,254.45	\$18,056.96	\$3,256.09	\$21,313.05	\$314,197.49
TOTALS	+===,===	\$71,183.18	\$14,069.02	\$85,252.20	+,,,
		<i>,,</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	φ1,000.02	<i>400,202.20</i>	

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3/31/2048	\$314,197.49	\$18,233.91	\$3,079.14	\$21,313.05	\$295 <i>,</i> 963.58
6/30/2048	\$295,963.58	\$18,412.61	\$2,900.44	\$21,313.05	\$277 <i>,</i> 550.97
9/30/2048	\$277,550.97	\$18,593.05	\$2,720.00	\$21,313.05	\$258,957.92
12/31/2048	\$258,957.92	\$18,775.26	\$2,537.79	\$21,313.05	\$240,182.66
TOTALS		\$74,014.83	\$11,237.37	\$85,252.20	
3/31/2049	\$240,182.66	\$18,959.26	\$2,353.79	\$21,313.05	\$221,223.40
6/30/2049	\$221,223.40	\$19,145.06	\$2,167.99	\$21,313.05	\$202,078.34
9/30/2049	\$202,078.34	\$19,332.68	\$1,980.37	\$21,313.05	\$182,745.66
12/31/2049	\$182,745.66	\$19,522.14	\$1,790.91	\$21,313.05	\$163,223.52
TOTALS		\$76,959.14	\$8,293.06	\$85,252.20	
3/31/2050	\$163,223.52	\$19,713.46	\$1,599.59	\$21,313.05	\$143,510.06
6/30/2050	\$143,510.06	\$19,906.65	\$1,406.40	\$21,313.05	\$123,603.41
9/30/2050	\$123,603.41	\$20,101.74	\$1,211.31	\$21,313.05	\$103,501.67
12/31/2050	\$103,501.67	\$20,298.73	\$1,014.32	\$21,313.05	\$83,202.94
TOTALS		\$80,020.58	\$5,231.62	\$85,252.20	
3/31/2051	\$83,202.94	\$20,497.66	\$815.39	\$21,313.05	\$62,705.28
6/30/2051	\$62,705.28	\$20,698.54	\$614.51	\$21,313.05	\$42,006.74
9/30/2051	\$42,006.74	\$20,901.38	\$411.67	\$21,313.05	\$21,105.36
12/31/2051	\$21,105.36	\$21,105.36	\$206.83	\$21,312.19	\$0.00
TOTALS		\$83,202.94	\$2,048.40	\$85,251.34	

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#### Amortization Scenario at 4.5%

Lender:	CFC	Payment Method: Loan Advance	Level Debt		
Loan Amount:	\$300,000.00	Date:	1/1/2022		
Loan Term:	30 Years	Billing Cycle:	Quarterly		
		Amortization Start			
Interest Rate:	4.50%	Date:	1/1/2022		
Interest Type:	Fixed   30/360				
	Beginning				Principal Balance
Payment Date	Principal	Principal Paid	Interest Paid	Total Paid	Outstanding
3/31/2022	\$300,000.00	\$1,193.23	\$3,375.00	\$4,568.23	\$298,806.77
6/30/2022	\$298,806.77	\$1,206.65	\$3,361.58	\$4,568.23	\$297,600.12
9/30/2022	\$297,600.12	\$1,220.23	\$3,348.00	\$4,568.23	\$296,379.89
12/31/2022	\$296,379.89	\$1,233.96	\$3,334.27	\$4,568.23	\$295,145.93
TOTALS		\$4,854.07	\$13,418.85	\$18,272.92	
3/31/2023	\$295,145.93	\$1,247.84	\$3,320.39	\$4,568.23	\$293,898.09
6/30/2023	\$293,898.09	\$1,261.88	\$3,306.35	\$4,568.23	\$292,636.21
9/30/2023	\$292,636.21	\$1,276.07	\$3,292.16	\$4,568.23	\$291,360.14
12/31/2023	\$291,360.14	\$1,290.43	\$3,277.80	\$4,568.23	\$290,069.71
TOTALS		\$5,076.22	\$13,196.70	\$18,272.92	
2/21/2024	¢200.0C0.71	\$1,304.95	\$3,263.28	¢4 FC0 22	6200 7C4 7C
3/31/2024 6/30/2024	\$290,069.71 \$288,764.76	\$1,304.95 \$1,319.63	\$3,263.28 \$3,248.60	\$4,568.23 \$4,568.23	\$288,764.76 \$287,445.13
9/30/2024		\$1,319.63 \$1,334.47		\$4,568.23 \$4,568.23	\$287,445.13 \$286,110.66
12/31/2024	\$287,445.13 \$286,110.66	\$1,334.47 \$1,349.49	\$3,233.76 \$3,218.74	\$4,568.23 \$4,568.23	\$286,110.66 \$284,761.17
TOTALS	\$280,110.00	\$1,349.49 \$5,308.54	\$12,964.38	\$4,508.25 \$18,272.92	\$284,701.17
TUTALS		\$5,506.54	\$12,904.58	\$10,272.92	
3/31/2025	\$284,761.17	\$1,364.67	\$3,203.56	\$4,568.23	\$283 <i>,</i> 396.50
6/30/2025	\$283,396.50	\$1,380.02	\$3,188.21	\$4,568.23	\$282,016.48
9/30/2025	\$282,016.48	\$1,395.54	\$3,172.69	\$4,568.23	\$280,620.94
12/31/2025	\$280,620.94	\$1,411.24	\$3,156.99	\$4,568.23	\$279,209.70
TOTALS	<i>+</i> , <i></i>	\$5,551.47	\$12,721.45	\$18,272.92	+
		1-7	,,·· _	1 ,	
3/31/2026	\$279,209.70	\$1,427.12	\$3,141.11	\$4,568.23	\$277,782.58
6/30/2026	\$277,782.58	\$1,443.18	\$3,125.05	\$4,568.23	\$276,339.40
9/30/2026	\$276,339.40	\$1,459.41	\$3,108.82	\$4,568.23	\$274,879.99
12/31/2026	\$274,879.99	\$1,475.83	\$3,092.40	\$4,568.23	\$273,404.16
TOTALS		\$5,805.54	\$12,467.38	\$18,272.92	
3/31/2027	\$273,404.16	\$1,492.43	\$3,075.80	\$4,568.23	\$271,911.73
6/30/2027	\$271,911.73	\$1,509.22	\$3,059.01	\$4,568.23	\$270,402.51
9/30/2027	\$270,402.51	\$1,526.20	\$3,042.03	\$4,568.23	\$268,876.31
12/31/2027	\$268,876.31	\$1,543.37	\$3,024.86	\$4,568.23	\$267,332.94
TOTALS		\$6,071.22	\$12,201.70	\$18,272.92	
3/31/2028	\$267,332.94	\$1,560.73	\$3,007.50	\$4,568.23	\$265,772.21
6/30/2028	\$265,772.21	\$1,578.29	\$2,989.94	\$4,568.23	\$264,193.92
9/30/2028	\$264,193.92	\$1,596.05	\$2,972.18	\$4,568.23	\$262,597.87
12/31/2028	\$262,597.87	\$1,614.00	\$2,954.23	\$4,568.23	\$260,983.87
TOTALS		\$6,349.07	\$11,923.85	\$18,272.92	
2/24/2022	¢262.000.00	64 600 40	¢2,026,07	64 500 00	
3/31/2029	\$260,983.87	\$1,632.16	\$2,936.07	\$4,568.23	\$259,351.71

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6/30/2029	\$259 <i>,</i> 351.71	\$1,650.52	\$2,917.71	\$4,568.23	\$257,701.19
9/30/2029	\$257,701.19	\$1,669.09	\$2,899.14	\$4,568.23	\$256,032.10
12/31/2029	\$256,032.10	\$1,687.87	\$2,880.36	\$4,568.23	\$254,344.23
TOTALS	9290,032.10	\$6,639.64	\$11,633.28	\$18,272.92	JZJ7,J77.ZJ
TUTALS		Ş0,059.04	\$11,055.28	\$10,272.92	
2/21/2020	COE 4 244 22	¢1 700 00	¢2.001.27	Ć4 ECO 22	6252 627 27
3/31/2030	\$254,344.23	\$1,706.86	\$2,861.37	\$4,568.23	\$252,637.37
6/30/2030	\$252,637.37	\$1,726.06	\$2,842.17	\$4,568.23	\$250,911.31
9/30/2030	\$250,911.31	\$1,745.48	\$2,822.75	\$4,568.23	\$249,165.83
12/31/2030	\$249,165.83	\$1,765.11	\$2,803.12	\$4,568.23	\$247,400.72
TOTALS		\$6,943.51	\$11,329.41	\$18,272.92	
3/31/2031	\$247,400.72	\$1,784.97	\$2,783.26	\$4,568.23	\$245,615.75
6/30/2031	\$245,615.75	\$1,805.05	\$2,763.18	\$4,568.23	\$243 <i>,</i> 810.70
9/30/2031	\$243,810.70	\$1,825.36	\$2,742.87	\$4,568.23	\$241 <i>,</i> 985.34
12/31/2031	\$241,985.34	\$1 <i>,</i> 845.89	\$2,722.34	\$4,568.23	\$240,139.45
TOTALS		\$7,261.27	\$11,011.65	\$18,272.92	
3/31/2032	\$240,139.45	\$1,866.66	\$2,701.57	\$4,568.23	\$238,272.79
6/30/2032	\$238,272.79	\$1,887.66	\$2,680.57	\$4,568.23	\$236,385.13
9/30/2032	\$236,385.13	\$1,908.90	\$2,659.33	\$4,568.23	\$234,476.23
12/31/2032	\$234,476.23	\$1,930.37	\$2,637.86	\$4,568.23	\$232,545.86
TOTALS	<i>\</i>	\$7,593.59	\$10,679.33	\$18,272.92	<i>\</i>
TOTALS		<i>\$1,333.33</i>	<i>Q10,075.55</i>	<i><b>Q10</b>,272.52</i>	
3/31/2033	\$232,545.86	\$1,952.09	\$2,616.14	\$4,568.23	\$230,593.77
6/30/2033	\$230,593.77	\$1,974.05	\$2,594.18	\$4,568.23	\$228,619.72
9/30/2033	\$228,619.72	\$1,996.26	\$2,571.97	\$4,568.23	\$226,623.46
12/31/2033	\$226,623.46	\$2,018.72	\$2,549.51	\$4,568.23	\$224,604.74
TOTALS		\$7,941.12	\$10,331.80	\$18,272.92	
2/24/2024	600 A 60 A 7 A	62 044 42	¢0.500.00	¢4,500,000	6000 500 04
3/31/2034	\$224,604.74	\$2,041.43	\$2,526.80	\$4,568.23	\$222,563.31
6/30/2034	\$222,563.31	\$2,064.39	\$2,503.84	\$4,568.23	\$220,498.92
9/30/2034	\$220,498.92	\$2,087.62	\$2,480.61	\$4,568.23	\$218,411.30
12/31/2034	\$218,411.30	\$2,111.10	\$2,457.13	\$4,568.23	\$216,300.20
TOTALS		\$8,304.54	\$9,968.38	\$18,272.92	
3/31/2035	\$216,300.20	\$2,134.85	\$2,433.38	\$4,568.23	\$214,165.35
6/30/2035	\$214,165.35	\$2,158.87	\$2,409.36	\$4,568.23	\$212 <i>,</i> 006.48
9/30/2035	\$212,006.48	\$2,183.16	\$2,385.07	\$4,568.23	\$209,823.32
12/31/2035	\$209,823.32	\$2,207.72	\$2,360.51	\$4,568.23	\$207,615.60
TOTALS		\$8,684.60	\$9,588.32	\$18,272.92	
3/31/2036	\$207,615.60	\$2,232.55	\$2,335.68	\$4 <i>,</i> 568.23	\$205 <i>,</i> 383.05
6/30/2036	\$205,383.05	\$2,257.67	\$2,310.56	\$4,568.23	\$203 <i>,</i> 125.38
9/30/2036	\$203,125.38	\$2,283.07	\$2,285.16	\$4,568.23	\$200,842.31
12/31/2036	\$200,842.31	\$2,308.75	\$2,259.48	\$4,568.23	\$198,533.56
TOTALS	<i><i><i></i></i></i>	\$9,082.04	\$9,190.88	\$18,272.92	<i>q</i> 200,000.00
		<i>\$3,002.01</i>	<i>\$3,130.00</i>	<i>\</i> 10,272.52	
3/31/2037	\$198,533.56	\$2,334.73	\$2,233.50	\$4,568.23	\$196 <i>,</i> 198.83
6/30/2037	\$196,198.83	\$2,360.99	\$2,207.24	\$4,568.23	\$193,837.84
9/30/2037	\$193,837.84	\$2,387.55	\$2,180.68	\$4,568.23	\$191,450.29
12/31/2037	\$191,450.29	\$2,414.41	\$2,153.82	\$4,568.23	\$189,035.88
	JTJT,4JU.23			\$4,508.25 \$18,272.92	00.000,001¢
TOTALS		\$9,497.68	\$8,775.24	\$18,272.92	
2/24/2020	6180 03F 88	62 444 59	60.100 CF	64 ECO 22	6106 F04 20
3/31/2038	\$189,035.88	\$2,441.58	\$2,126.65	\$4,568.23	\$186,594.30
6/30/2038	\$186,594.30	\$2,469.04	\$2,099.19	\$4,568.23	\$184,125.26
9/30/2038	\$184,125.26	\$2,496.82	\$2,071.41	\$4,568.23	\$181,628.44

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12/31/2038	\$181,628.44	\$2,524.91	\$2,043.32	\$4,568.23	\$179,103.53
TOTALS		\$9 <i>,</i> 932.35	\$8,340.57	\$18,272.92	
3/31/2039	\$179,103.53	\$2,553.32	\$2,014.91	\$4,568.23	\$176,550.21
6/30/2039	\$176,550.21	\$2,582.04	\$1,986.19	\$4,568.23	\$173,968.17
9/30/2039	\$173,968.17	\$2,611.09	\$1,957.14	\$4,568.23	\$171,357.08
		\$2,640.46	\$1,927.77	\$4,568.23	\$168,716.62
12/31/2039	\$171,357.08				\$108,710.02
TOTALS		\$10,386.91	\$7,886.01	\$18,272.92	
- / /		4			
3/31/2040	\$168,716.62	\$2,670.17	\$1,898.06	\$4,568.23	\$166,046.45
6/30/2040	\$166,046.45	\$2,700.21	\$1,868.02	\$4,568.23	\$163,346.24
9/30/2040	\$163,346.24	\$2 <i>,</i> 730.58	\$1,837.65	\$4 <i>,</i> 568.23	\$160,615.66
12/31/2040	\$160,615.66	\$2,761.30	\$1,806.93	\$4,568.23	\$157,854.36
TOTALS		\$10,862.26	\$7,410.66	\$18,272.92	
3/31/2041	\$157 <i>,</i> 854.36	\$2,792.37	\$1,775.86	\$4,568.23	\$155,061.99
6/30/2041	\$155,061.99	\$2,823.78	\$1,744.45	\$4,568.23	\$152,238.21
9/30/2041	\$152,238.21	\$2,855.55	\$1,712.68	\$4,568.23	\$149,382.66
12/31/2041	\$149,382.66	\$2,887.68	\$1,680.55	\$4,568.23	\$146,494.98
TOTALS	J14 <i>J</i> ,382.00			\$18,272.92	5140,454.58
TUTALS		\$11,359.38	\$6,913.54	\$10,272.92	
2/24/2242	<i></i>	¢2,020,4.0	¢4, 640, 07	¢4,500,000	6442 574 02
3/31/2042	\$146,494.98	\$2,920.16	\$1,648.07	\$4,568.23	\$143,574.82
6/30/2042	\$143,574.82	\$2,953.01	\$1,615.22	\$4,568.23	\$140,621.81
9/30/2042	\$140,621.81	\$2,986.23	\$1,582.00	\$4,568.23	\$137,635.58
12/31/2042	\$137 <i>,</i> 635.58	\$3,019.83	\$1,548.40	\$4,568.23	\$134,615.75
TOTALS		\$11,879.23	\$6,393.69	\$18,272.92	
3/31/2043	\$134,615.75	\$3,053.80	\$1,514.43	\$4,568.23	\$131,561.95
6/30/2043	\$131,561.95	\$3 <i>,</i> 088.16	\$1,480.07	\$4,568.23	\$128,473.79
9/30/2043	\$128,473.79	\$3,122.90	\$1,445.33	\$4,568.23	\$125,350.89
12/31/2043	\$125,350.89	\$3,158.03	\$1,410.20	\$4,568.23	\$122,192.86
TOTALS	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$12,422.89	\$5,850.03	\$18,272.92	, ,
		<i>+==,</i> .==.00	<i><i><i></i></i></i>	<i>\\\\\\\\\\\\\</i>	
3/31/2044	\$122,192.86	\$3,193.56	\$1,374.67	\$4,568.23	\$118,999.30
6/30/2044	\$118,999.30	\$3,229.49	\$1,338.74	\$4,568.23	\$115,769.81
9/30/2044	\$115,769.81	\$3,265.82	\$1,302.41	\$4,568.23	\$112,503.99
12/31/2044	\$112,503.99	\$3,302.56	\$1,265.67	\$4,568.23	\$109,201.43
TOTALS		\$12,991.43	\$5,281.49	\$18,272.92	
0 10 4 10 0 45			44 000 50	A	
3/31/2045	\$109,201.43	\$3,339.71	\$1,228.52	\$4,568.23	\$105,861.72
6/30/2045	\$105,861.72	\$3,377.29	\$1,190.94	\$4,568.23	\$102,484.43
9/30/2045	\$102,484.43	\$3 <i>,</i> 415.28	\$1,152.95	\$4 <i>,</i> 568.23	\$99,069.15
12/31/2045	\$99 <i>,</i> 069.15	\$3,453.70	\$1,114.53	\$4,568.23	\$95,615.45
TOTALS		\$13,585.98	\$4,686.94	\$18,272.92	
3/31/2046	\$95 <i>,</i> 615.45	\$3 <i>,</i> 492.56	\$1,075.67	\$4,568.23	\$92,122.89
6/30/2046	\$92,122.89	\$3 <i>,</i> 531.85	\$1,036.38	\$4,568.23	\$88,591.04
9/30/2046	\$88,591.04	\$3,571.58	\$996.65	\$4,568.23	\$85,019.46
12/31/2046	\$85,019.46	\$3,611.76	\$956.47	\$4,568.23	\$81,407.70
TOTALS	+	\$14,207.75	\$4,065.17	\$18,272.92	<i>q</i> = = <i>j</i> = = = = =
		γ± τ,207.73	φ 1,003.17	Ψ±0,212.J2	
3/31/2047	\$81,407.70	\$3,652.39	\$915.84	\$4,568.23	\$77,755.31
6/30/2047	\$77,755.31	\$3,693.48	\$913.84 \$874.75	\$4,568.23 \$4,568.23	\$74,061.83
9/30/2047	\$74,061.83	\$3,735.03	\$833.20	\$4,568.23	\$70,326.80
12/31/2047	\$70,326.80	\$3,777.05	\$791.18	\$4,568.23	\$66,549.75
TOTALS		\$14,857.95	\$3,414.97	\$18,272.92	

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3/31/2048	\$66,549.75	\$3,819.55	\$748.68	\$4,568.23	\$62 <i>,</i> 730.20
6/30/2048	\$62,730.20	\$3,862.52	\$705.71	\$4,568.23	\$58 <i>,</i> 867.68
9/30/2048	\$58,867.68	\$3,905.97	\$662.26	\$4,568.23	\$54 <i>,</i> 961.71
12/31/2048	\$54,961.71	\$3,949.91	\$618.32	\$4,568.23	\$51 <i>,</i> 011.80
TOTALS		\$15,537.95	\$2,734.97	\$18,272.92	
3/31/2049	\$51,011.80	\$3,994.35	\$573.88	\$4,568.23	\$47 <i>,</i> 017.45
6/30/2049	\$47,017.45	\$4,039.28	\$528.95	\$4,568.23	\$42 <i>,</i> 978.17
9/30/2049	\$42,978.17	\$4,084.73	\$483.50	\$4,568.23	\$38 <i>,</i> 893.44
12/31/2049	\$38,893.44	\$4,130.68	\$437.55	\$4,568.23	\$34,762.76
TOTALS		\$16,249.04	\$2,023.88	\$18,272.92	
3/31/2050	\$34,762.76	\$4,177.15	\$391.08	\$4,568.23	\$30,585.61
6/30/2050	\$30,585.61	\$4,224.14	\$344.09	\$4,568.23	\$26,361.47
9/30/2050	\$26,361.47	\$4,271.66	\$296.57	\$4,568.23	\$22 <i>,</i> 089.81
12/31/2050	\$22,089.81	\$4,319.72	\$248.51	\$4,568.23	\$17,770.09
TOTALS		\$16,992.67	\$1,280.25	\$18,272.92	
3/31/2051	\$17,770.09	\$4,368.32	\$199.91	\$4,568.23	\$13,401.77
6/30/2051	\$13,401.77	\$4,417.46	\$150.77	\$4,568.23	\$8,984.31
9/30/2051	\$8,984.31	\$4,467.16	\$101.07	\$4,568.23	\$4,517.15
12/31/2051	\$4,517.15	\$4,517.15	\$50.82	\$4,567.97	\$0.00
TOTALS		\$17,770.09	\$502.57	\$18,272.66	

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#### Amortization Scenario at 4.5%

Lender:	CFC	Payment Method: Loan Advance	Level Debt		
Loan Amount:	\$1,500,000.00	Date:	1/1/2022		
Loan Term:	30 Years	Billing Cycle:	Quarterly		
laterest Date.	4 5 00/	Amortization Start	1/1/2022		
Interest Rate:	4.50%	Date:	1/1/2022		
Interest Type:	Fixed   30/360				
	Beginning				Principal Balance
Payment Date	Principal	Principal Paid	Interest Paid	Total Paid	Outstanding
3/31/2022	\$1,500,000.00	\$5 <i>,</i> 966.14	\$16,875.00	\$22,841.14	\$1,494,033.86
6/30/2022	\$1,494,033.86	\$6,033.26	\$16,807.88	\$22,841.14	\$1,488,000.60
9/30/2022	\$1,488,000.60	\$6,101.13	\$16,740.01	\$22,841.14	\$1,481,899.47
12/31/2022	\$1,481,899.47	\$6,169.77	\$16,671.37	\$22,841.14	\$1,475,729.70
TOTALS		\$24,270.30	\$67,094.26	\$91,364.56	
3/31/2023	\$1,475,729.70	\$6,239.18	\$16,601.96	\$22 <i>,</i> 841.14	\$1,469,490.52
6/30/2023	\$1,469,490.52	\$6,309.37	\$16,531.77	\$22,841.14	\$1,463,181.15
9/30/2023	\$1,463,181.15	\$6,380.35	\$16,460.79	\$22,841.14	\$1,456,800.80
12/31/2023	\$1,456,800.80	\$6,452.13	\$16,389.01	\$22,841.14	\$1,450,348.67
TOTALS		\$25,381.03	\$65,983.53	\$91,364.56	
3/31/2024	\$1,450,348.67	\$6,524.72	\$16,316.42	\$22,841.14	\$1,443,823.95
6/30/2024	\$1,443,823.95	\$6,598.12	\$16,243.02	\$22,841.14	\$1,437,225.83
9/30/2024	\$1,437,225.83	\$6,672.35	\$16,168.79	\$22,841.14	\$1,430,553.48
12/31/2024	\$1,430,553.48	\$6,747.41	\$16,093.73	\$22,841.14	\$1,423,806.07
TOTALS		\$26,542.60	\$64,821.96	\$91 <i>,</i> 364.56	
2/21/2025	61 400 00C 07	¢C 922 22	¢10 017 90	622 841 14	61 41C 092 7F
3/31/2025	\$1,423,806.07	\$6,823.32	\$16,017.82	\$22,841.14	\$1,416,982.75
6/30/2025 9/30/2025	\$1,416,982.75 \$1,410,082.67	\$6,900.08 \$6,977.71	\$15,941.06 \$15,863.43	\$22,841.14 \$22,841.14	\$1,410,082.67 \$1,403,104.96
12/31/2025	\$1,403,104.96	\$7,056.21	\$15,784.93	\$22,841.14 \$22,841.14	\$1,396,048.75
TOTALS	\$1,403,104.90	\$27,757.32	\$63,607.24	\$91,364.56	\$1,390,048.75
TOTALS		227,757.52	<b>\$03,007.2</b> 4	<i>\$91,304.30</i>	
3/31/2026	\$1,396,048.75	\$7,135.59	\$15,705.55	\$22,841.14	\$1,388,913.16
6/30/2026	\$1,388,913.16	\$7,215.87	\$15,625.27	\$22,841.14	\$1,381,697.29
9/30/2026	\$1,381,697.29	\$7,297.05	\$15,544.09	\$22,841.14	\$1,374,400.24
12/31/2026	\$1,374,400.24	\$7 <i>,</i> 379.14	\$15,462.00	\$22,841.14	\$1,367,021.10
TOTALS		\$29,027.65	\$62,336.91	\$91 <i>,</i> 364.56	
2/21/2027	¢1 2C7 021 10	67 4CD 1F	¢15 278 00	622 841 14	
3/31/2027	\$1,367,021.10	\$7,462.15	\$15,378.99	\$22,841.14	\$1,359,558.95
6/30/2027	\$1,359,558.95	\$7,546.10	\$15,295.04	\$22,841.14	\$1,352,012.85
9/30/2027	\$1,352,012.85	\$7,631.00	\$15,210.14	\$22,841.14	\$1,344,381.85
12/31/2027	\$1,344,381.85	\$7,716.84 \$30,356.09	\$15,124.30 \$61,008.47	\$22,841.14 \$91,364.56	\$1,336,665.01
TOTALS		\$20,220.03	\$01,008.47	Ş91,504.50	
3/31/2028	\$1,336,665.01	\$7 <i>,</i> 803.66	\$15,037.48	\$22,841.14	\$1,328,861.35
6/30/2028	\$1,328,861.35	\$7,891.45	\$14,949.69	\$22,841.14	\$1,320,969.90
9/30/2028	\$1,320,969.90	\$7,980.23	\$14,860.91	\$22,841.14	\$1,312,989.67
12/31/2028	\$1,312,989.67	\$8,070.01	\$14,771.13	\$22,841.14	\$1,304,919.66
TOTALS		\$31,745.35	\$59,619.21	\$91,364.56	
2/24/2022	61 204 040 65	60 4 60 70	644 COO OF	622.044.44	¢1 200 750 07
3/31/2029	\$1,304,919.66	\$8,160.79	\$14,680.35	\$22,841.14	\$1,296,758.87

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6/30/2029	\$1,296,758.87	\$8,252.60	\$14,588.54	\$22,841.14	\$1,288,506.27
9/30/2029	\$1,288,506.27	\$8,345.44	\$14,495.70	\$22,841.14	\$1,280,160.83
12/31/2029	\$1,280,160.83	\$8,439.33	\$14,401.81	\$22,841.14	\$1,271,721.50
TOTALS	+-,,	\$33,198.16	\$58,166.40	\$91,364.56	+ -,,
		1 ,	1 /	, , , , , , , , , , , , , , , , , , , ,	
3/31/2030	\$1,271,721.50	\$8,534.27	\$14,306.87	\$22,841.14	\$1,263,187.23
6/30/2030	\$1,263,187.23	\$8,630.28	\$14,210.86	\$22,841.14	\$1,254,556.95
9/30/2030	\$1,254,556.95	\$8,727.37	\$14,113.77	\$22,841.14	\$1,245,829.58
12/31/2030	\$1,245,829.58	\$8,825.56	\$14,015.58	\$22,841.14	\$1,237,004.02
TOTALS		\$34,717.48	\$56,647.08	\$91,364.56	
3/31/2031	\$1,237,004.02	\$8,924.84	\$13,916.30	\$22,841.14	\$1,228,079.18
6/30/2031	\$1,228,079.18	\$9,025.25	\$13,815.89	\$22,841.14	\$1,219,053.93
9/30/2031	\$1,219,053.93	\$9,126.78	\$13,714.36	\$22,841.14	\$1,209,927.15
12/31/2031	\$1,209,927.15	\$9,229.46	\$13,611.68	\$22,841.14	\$1,200,697.69
TOTALS		\$36,306.33	\$55,058.23	\$91,364.56	
3/31/2032	\$1,200,697.69	\$9,333.29	\$13,507.85	\$22,841.14	\$1,191,364.40
6/30/2032	\$1,191,364.40	\$9,438.29	\$13,402.85	\$22,841.14	\$1,181,926.11
9/30/2032	\$1,181,926.11	\$9,544.47	\$13,296.67	\$22,841.14	\$1,172,381.64
12/31/2032	\$1,172,381.64	\$9,651.85	\$13,189.29	\$22,841.14	\$1,162,729.79
TOTALS		\$37,967.90	\$53,396.66	\$91,364.56	
3/31/2033	\$1,162,729.79	\$9,760.43	\$13,080.71	\$22,841.14	\$1,152,969.36
6/30/2033	\$1,152,969.36	\$9,870.23	\$12,970.91	\$22,841.14	\$1,143,099.13
9/30/2033	\$1,143,099.13	\$9,981.27	\$12,859.87	\$22,841.14	\$1,133,117.86
12/31/2033	\$1,133,117.86	\$10,093.56	\$12,747.58	\$22,841.14	\$1,123,024.30
TOTALS		\$39,705.49	\$51,659.07	\$91,364.56	
3/31/2034	\$1,123,024.30	\$10,207.12	\$12,634.02	\$22,841.14	\$1,112,817.18
6/30/2034	\$1,112,817.18	\$10,321.95	\$12,519.19	\$22,841.14	\$1,102,495.23
9/30/2034	\$1,102,495.23	\$10,438.07	\$12,403.07	\$22,841.14	\$1,092,057.16
12/31/2034	\$1,092,057.16	\$10,555.50	\$12,285.64	\$22,841.14	\$1,081,501.66
TOTALS		\$41,522.64	\$49,841.92	\$91,364.56	
3/31/2035	\$1,081,501.66	\$10,674.25	\$12,166.89	\$22,841.14	\$1,070,827.41
6/30/2035	\$1,070,827.41	\$10,794.33	\$12,046.81	\$22,841.14	\$1,060,033.08
9/30/2035	\$1,060,033.08	\$10,915.77	\$11,925.37	\$22,841.14	\$1,049,117.31
12/31/2035	\$1,049,117.31	\$11,038.57	\$11,802.57	\$22,841.14	\$1,038,078.74
TOTALS		\$43,422.92	\$47,941.64	\$91,364.56	
2/24/2026	61 000 070 74	644 462 75	611 670 20	622 044 44	61 00C 01E 00
3/31/2036	\$1,038,078.74	\$11,162.75	\$11,678.39	\$22,841.14	\$1,026,915.99
6/30/2036	\$1,026,915.99	\$11,288.34	\$11,552.80	\$22,841.14	\$1,015,627.65
9/30/2036	\$1,015,627.65	\$11,415.33	\$11,425.81	\$22,841.14	\$1,004,212.32
12/31/2036	\$1,004,212.32	\$11,543.75	\$11,297.39	\$22,841.14	\$992,668.57
TOTALS		\$45,410.17	\$45,954.39	\$91,364.56	
3/31/2037	\$992,668.57	611 672 62	611 167 FO	677 044 44	
		\$11,673.62	\$11,167.52	\$22,841.14 \$22,841.14	\$980,994.95
6/30/2037 9/30/2037	\$980,994.95 \$969 190 00	\$11,804.95 \$11,937.75	\$11,036.19 \$10,903.39	\$22,841.14 \$22,841.14	\$969,190.00 \$957,252.25
9/30/2037 12/31/2037	\$969,190.00 \$957,252,25	\$11,937.75 \$12,072.05	\$10,769.09		
TOTALS	\$957,252.25	\$12,072.05 \$47,488.37	\$10,769.09 \$43,876.19	\$22,841.14 \$91,364.56	\$945,180.20
IUTALS		/ ۵۵۰۵٫ / ۲۰	242,010.13	<i>γ</i> σ1,304.30	
3/31/2038	\$945,180.20	\$12,207.86	\$10,633.28	\$22,841.14	\$932,972.34
6/30/2038	\$932,972.34	\$12,345.20	\$10,655.28 \$10,495.94	\$22,841.14 \$22,841.14	\$932,972.34 \$920,627.14
9/30/2038	\$920,627.14	\$12,345.20 \$12,484.08	\$10,357.06	\$22,841.14 \$22,841.14	\$920,827.14 \$908,143.06
3/30/2038	,JZU,UZ/.14	,912,404.00	910,337.00	<i>γ</i> ∠∠,041.14	<i>3200,</i> 143.00

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12/31/2038	\$908,143.06	\$12,624.53	\$10,216.61	\$22,841.14	\$895,518.53
TOTALS		\$49 <i>,</i> 661.67	\$41,702.89	\$91 <i>,</i> 364.56	
3/31/2039	\$895 <i>,</i> 518.53	\$12,766.56	\$10,074.58	\$22,841.14	\$882,751.97
6/30/2039	\$882,751.97	\$12,910.18	\$9,930.96	\$22,841.14	\$869 <i>,</i> 841.79
9/30/2039	\$869,841.79	\$13,055.42	\$9,785.72	\$22,841.14	\$856,786.37
12/31/2039	\$856,786.37	\$13,202.29	\$9,638.85	\$22,841.14	\$843,584.08
TOTALS	<i><i><i>qcccciiii</i></i></i>	\$51,934.45	\$39,430.11	\$91,364.56	<i>\$0.0,00</i> 0
TOTALS		Ş91,994.49	<i>400,400.</i> 11	<i>\$</i> 51,504.50	
3/31/2040	\$843,584.08	\$13,350.82	\$9,490.32	\$22,841.14	\$830,233.26
	\$830,233.26				
6/30/2040		\$13,501.02	\$9,340.12	\$22,841.14	\$816,732.24
9/30/2040	\$816,732.24	\$13,652.90	\$9,188.24	\$22,841.14	\$803,079.34
12/31/2040	\$803,079.34	\$13,806.50	\$9,034.64	\$22,841.14	\$789,272.84
TOTALS		\$54,311.24	\$37,053.32	\$91,364.56	
3/31/2041	\$789,272.84	\$13,961.82	\$8,879.32	\$22,841.14	\$775,311.02
6/30/2041	\$775,311.02	\$14,118.89	\$8,722.25	\$22 <i>,</i> 841.14	\$761,192.13
9/30/2041	\$761,192.13	\$14,277.73	\$8,563.41	\$22,841.14	\$746,914.40
12/31/2041	\$746,914.40	\$14,438.35	\$8,402.79	\$22 <i>,</i> 841.14	\$732 <i>,</i> 476.05
TOTALS		\$56,796.79	\$34,567.77	\$91,364.56	
3/31/2042	\$732,476.05	\$14,600.78	\$8,240.36	\$22,841.14	\$717,875.27
6/30/2042	\$717,875.27	\$14,765.04	\$8,076.10	\$22,841.14	\$703,110.23
9/30/2042	\$703,110.23	\$14,931.15	\$7,909.99	\$22,841.14	\$688,179.08
12/31/2042	\$688,179.08	\$15,099.13	\$7,742.01	\$22,841.14	\$673,079.95
	\$000,179.00				\$012,019.95
TOTALS		\$59,396.10	\$31,968.46	\$91,364.56	
2/24/2042	¢ < 72 070 05	645 aca aa		¢22.044.44	4057 040 0C
3/31/2043	\$673,079.95	\$15,268.99	\$7,572.15	\$22,841.14	\$657,810.96
6/30/2043	\$657,810.96	\$15,440.77	\$7,400.37	\$22,841.14	\$642,370.19
9/30/2043	\$642,370.19	\$15,614.48	\$7,226.66	\$22,841.14	\$626,755.71
12/31/2043	\$626,755.71	\$15,790.14	\$7,051.00	\$22 <i>,</i> 841.14	\$610 <i>,</i> 965.57
TOTALS		\$62,114.38	\$29,250.18	\$91,364.56	
3/31/2044	\$610,965.57	\$15 <i>,</i> 967.78	\$6,873.36	\$22,841.14	\$594,997.79
6/30/2044	\$594,997.79	\$16,147.41	\$6,693.73	\$22,841.14	\$578,850.38
9/30/2044	\$578 <i>,</i> 850.38	\$16,329.07	\$6,512.07	\$22,841.14	\$562,521.31
12/31/2044	\$562,521.31	\$16,512.78	\$6,328.36	\$22,841.14	\$546,008.53
TOTALS		\$64,957.04	\$26,407.52	\$91,364.56	,,
101/120		<i>ç</i> 01,337101	<i>\$20,107.02</i>	<i>\$31,50</i> 1150	
3/31/2045	\$546,008.53	\$16,698.54	\$6,142.60	\$22,841.14	\$529,309.99
6/30/2045	\$529,309.99	\$16,886.40	\$5,954.74	\$22,841.14	\$512,423.59
9/30/2045			\$5,764.77		
	\$512,423.59	\$17,076.37		\$22,841.14	\$495,347.22
12/31/2045	\$495,347.22	\$17,268.48	\$5,572.66	\$22,841.14	\$478,078.74
TOTALS		\$67,929.79	\$23,434.77	\$91,364.56	
3/31/2046	\$478,078.74	\$17,462.75	\$5,378.39	\$22,841.14	\$460,615.99
6/30/2046	\$460,615.99	\$17,659.21	\$5,181.93	\$22,841.14	\$442,956.78
9/30/2046	\$442,956.78	\$17,857.88	\$4,983.26	\$22,841.14	\$425,098.90
12/31/2046	\$425,098.90	\$18,058.78	\$4,782.36	\$22,841.14	\$407,040.12
TOTALS		\$71,038.62	\$20,325.94	\$91,364.56	
3/31/2047	\$407,040.12	\$18,261.94	\$4,579.20	\$22,841.14	\$388,778.18
6/30/2047	\$388,778.18	\$18,467.39	\$4,373.75	\$22,841.14	\$370,310.79
9/30/2047	\$370,310.79	\$18,675.14	\$4,166.00	\$22,841.14	\$351,635.65
12/31/2047	\$351,635.65	\$18,885.24	\$3,955.90	\$22,841.14	\$332,750.41
TOTALS	, , ,	\$74,289.71	\$17,074.85	\$91,364.56	, ,
		φ, τ <u>,20</u> ,7,1	φ±7,077.00	,50 <b>4.5</b> 0	

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3/31/2048	\$332,750.41	\$19 <i>,</i> 097.70	\$3,743.44	\$22,841.14	\$313,652.71
6/30/2048	\$313,652.71	\$19,312.55	\$3,528.59	\$22,841.14	\$294,340.16
9/30/2048	\$294,340.16	\$19,529.81	\$3,311.33	\$22,841.14	\$274,810.35
12/31/2048	\$274,810.35	\$19,749.52	\$3,091.62	\$22,841.14	\$255 <i>,</i> 060.83
TOTALS		\$77,689.58	\$13,674.98	\$91,364.56	
3/31/2049	\$255,060.83	\$19,971.71	\$2,869.43	\$22,841.14	\$235,089.12
6/30/2049	\$235,089.12	\$20,196.39	\$2,644.75	\$22,841.14	\$214,892.73
9/30/2049	\$214,892.73	\$20,423.60	\$2,417.54	\$22,841.14	\$194,469.13
12/31/2049	\$194,469.13	\$20,653.36	\$2,187.78	\$22,841.14	\$173,815.77
TOTALS		\$81,245.06	\$10,119.50	\$91,364.56	
3/31/2050	\$173,815.77	\$20,885.71	\$1,955.43	\$22,841.14	\$152,930.06
6/30/2050	\$152,930.06	\$21,120.68	\$1,720.46	\$22,841.14	\$131,809.38
9/30/2050	\$131,809.38	\$21,358.28	\$1,482.86	\$22,841.14	\$110,451.10
12/31/2050	\$110,451.10	\$21,598.57	\$1,242.57	\$22,841.14	\$88,852.53
TOTALS		\$84,963.24	\$6,401.32	\$91,364.56	
3/31/2051	\$88,852.53	\$21,841.55	\$999.59	\$22,841.14	\$67,010.98
6/30/2051	\$67,010.98	\$22,087.27	\$753.87	\$22,841.14	\$44,923.71
9/30/2051	\$44,923.71	\$22,335.75	\$505.39	\$22,841.14	\$22 <i>,</i> 587.96
12/31/2051	\$22,587.96	\$22,587.96	\$254.11	\$22,842.07	\$0.00
TOTALS		\$88,852.53	\$2,512.96	\$91,365.49	