

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary State of Rhode Island

Lead Agency Authorized to Act on Behalf of the Beneficiary Department of Environmental Management
(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	EVSE Program
Beneficiary's Project ID:	3765111
Funding Request No.	<i>(sequential)</i> 2
Request Type: (select one or more)	<input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
Payment to be made to: (select one or more)	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): <u>Rhode Island Office of Energy Resources</u>
Funding Request & Direction (Attachment A)	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action	<input checked="" type="checkbox"/> Appendix D-2 item (specify): <u>Action 9 - Light Duty Zero Emissions Vehicle Supply Equipment (EVSE) & Administrative Costs</u>
Action Type	<input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):	
<small>Detailed on page 6-7 of Rhode Island's BMP, this funding request will support the "Light Duty Zero-Emission Vehicle Supply Equipment (EVSE) Projects" and associated administrative costs with implementing the eligible mitigation action.</small>	
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):	
The BMP proposes to distribute approximately \$1.5M to fund the necessary costs for, and directly connected to, the acquisition, installation, operation and maintenance of light duty EVSE located in public places. Infrastructure investments would expedite the deployment of zero emission vehicles (ZEVs) and help mitigate the second largest source of NOx emissions in Rhode Island.	
Estimate of Anticipated NOx Reductions (5.2.3):	
<small>The project will help mitigate the second largest source of NOx emissions in Rhode Island. On-Road light duty vehicles emitted 6,227 tons or 30% of all mobile sources NOx emissions.</small>	
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):	
The Rhode Island Department of Environmental Management.	
Describe how the Beneficiary will make documentation publicly available (5.2.7.2).	
Please refer to attached page titled "Attachment for 5.2.7.2" of this submittal for this description.	
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).	
<small>Project Totals (\$3,047,705.86) - 100% Share of Total Budget Funded by Trust (\$1,867,951.54) - 61% Estimated Cost Share National Grid (\$750,000) - 25% Estimated Cost Share Site Hosts (\$429,754.32) - 14%</small>	
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).	
<small>DEM sent emails to representatives from the U.S. Department of the Interior and the U.S. Department of Agriculture listed in subparagraph 4.2.8 of the State Trust Agreement on February 28, 2018.</small>	

If applicable, describe how the mitigation action will mitigate the impacts of NO_x emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).

Please refer to attached page titled "Attachment for 5.2.10" of this submittal for the description.

ATTACHMENTS
(CHECK BOX IF ATTACHED)

- Attachment A Funding Request and Direction.
- Attachment B Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
- Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
- Attachment D Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
- Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]
- Attachment F Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary Rhode Island, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 7/31/2019



Laurie Grandchamp, Chief, Office of Air Resources

[NAME]

[TITLE]

Rhode Island Department of Environmental Management

[LEAD AGENCY]

for

Rhode Island

[BENEFICIARY]

ATTACHMENT FOR 5.2.7.2

Describe how the Beneficiary will make documentation publicly available

Subparagraph 5.2.7.2 of the Environmental Mitigation Trust Agreement for State Beneficiaries requires that Beneficiaries include in their funding requests:

“A commitment by the Beneficiary to maintain and make publicly available all documentation submitted in support of the funding request and all records supporting all expenditures of Eligible Mitigation Action funds, subject to applicable laws governing the publication of confidential business information and personally identifiable information, together with an explanation of the procedures by which the Beneficiary shall make such documentation publicly available;”

The Rhode Island Department of Environmental Management (DEM), the Lead Agency for the State of Rhode Island, is committed to maintaining and making publicly available all documentation submitted support of the funding requests and all records supporting all expenditures of Eligible Mitigation Action funds, subject to applicable laws governing the publication of confidential business information and personally identifiable information.

The public will be able to view these records on the DEM's website (<https://www.dem.ri.gov>). The DEM will maintain these records on a Volkswagen (VW) Environmental Mitigation Trust Fund specific webpage that will be designed to support public access and limit burden for the general public. The DEM's VW specific webpage can currently be found at <http://www.dem.ri.gov/programs/air/vwsettle.php>.

The DEM has created an electronic listserv, open to the public, used to communicate news, events, and information related air quality, policy and rule changes to program, and the Environmental Mitigation Trust Fund (Mitigation Fund). The listserv, airresources@listserve.ri.gov is advertised though the DEM website, public events, and emails related to the Mitigation Fund.

ATTACHMENT FOR 5.2.10

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions.

Light Duty Zero-Emission Vehicle Supply Equipment (EVSE) projects will be located across Rhode Island. The program will work in coordination with other EVSE investment programs to help shape infrastructure deployment to ensure that all residents can take advantage of the benefits of electric transportation.

Attachment B

Project Budget

PROCUREMENT AND INSTALLATION OF EVSE (DCFC & Level II)

Budget Category DCFC Initiative	Sum of Estimated Budget	Share of Total Budget to be Funded by Trust	Estimated Cost-Share National Grid	Estimated Cost-Share Site-Host
Equipment Expenditure	\$1,470,000.00	\$725,000.00	\$600,000.00	\$145,000.00
Administrative	\$215,532.87	\$215,532.87	\$0.00	\$0.00
Initiative Total	\$1,685,532.87	\$940,532.87	\$600,000.00	\$145,000.00

Budget Category Level II Initiative	Sum of Estimated Budget	Share of Total Budget to be Funded by Trust	Estimated Cost-Share National Grid	Estimated Cost-Share Site-Host
Equipment	\$1,146,640.12	\$711,885.80	\$150,000.00	\$284,754.32
Administrative	\$215,532.87	\$215,532.87	\$0.00	\$0.00
Initiative Total	\$1,362,172.99	\$927,418.67	\$150,000.00	\$284,754.32

Project Totals	\$3,047,705.86	\$1,867,951.54	\$750,000.00	\$429,754.32
Percentage		61%	25%	14%

Projected Trust Allocations

	CY 2019	CY 2020
1. Anticipated Annual Project Funding	\$1,245,301.02	\$622,650.51
2. Anticipated Annual Cost Share (both initiatives)	\$884,815.74	\$294,938.58
3. Anticipated Total Project Funding by Year (line 1 plus line 2)	\$2,130,116.76	\$917,589.09
4. Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation.	\$0.00	\$0.00
5. Current Beneficiary Project Funding to be paid through the Trust (line 1)	\$1,245,301.02	\$622,650.51
6. Total Funding Allocated to for Beneficiary, inclusive of Current Action by Year (line 4 plus line 5)	\$1,245,301.02	\$622,650.51
7. Beneficiary Share of Estimated Funds Remaining in Trust	\$11,376,987.13	\$10,131,686.11
8. Net Beneficiary Funds Remaining in Trust,	\$10,131,686.11	\$9,509,035.60

Attachment B
Project Management Plan/Project Schedule & Milestones

State of Rhode Island Fiscal Year
FY 20 (July 1, 2019-June 30, 2020)
FY 21 (July 1, 2020 – June 30, 2021)
FY 22 (July 1, 2021 – June 30, 2022)

PROCUREMENT AND INSTALLATION OF EVSE

Lead Agency= RI Department of Environmental Management (RIDEM)
Project Sponsor= Rhode Island Office of Energy Resources (RIOER)
Bold Items are Complete

Date	Activity
FY20, Q1	Lead Agency enters MOU with Project Sponsor
FY20, Q1	Lead Agency Submits Funding Request to Trustee
FY20, Q1	Trustee Acknowledges Receipt of Project Certification and Funding Request
FY20, Q1-Q2	Trustee Directs Funds to Project Sponsor Project Sponsor Obtains Cost Share and notifies or Certifies Lead Agency
FY20, Q1	Project Sponsor drafts program materials
FY20, Q2	Program launches
FY20, Q2-Q4	Program marketing and outreach / Project installations
FY21, Q1	Trustee directs funds to Project Sponsor Trustee Acknowledges Receipt of Project Certification and Funding Request Project Sponsor Obtains Cost Share and notifies or Certifies Lead Agency Project Sponsor submits report to Lead Agency and provides all detailed invoices for all claimed project costs in FY20
FY21, Q1-Q4	Program marketing and outreach / Project installations
FY21, Q4	Project Sponsor submits report to Lead Agency and provides all detailed invoices for all claimed project costs in FY21
FY22, Q1	Project Sponsor submits final report to Lead Agency and provides all detailed invoices for all claimed project costs Project Sponsor certifies project completion Lead Agency reports Project Completion

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

The Rhode Island Department of Environmental Management (DEM) will provide detailed reporting on this Action 2- Public Transit Bus Replacement Project and associated administrative costs in two ways: 1, timely updates to DEM's Volkswagen Environmental Mitigation Trust Fund webpage; and 2, Rhode Island's semiannual reporting obligation to Wilmington Trust (the "Trustee").

DEM maintains a VW Environmental Mitigation Trust Fund specific webpage that has been designed to support public access. The DEM's VW specific webpage can currently be found at <http://www.dem.ri.gov/programs/air/vwsettle.php>. Timely updates to the webpage will inform the general public on the project's status.

Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries details Rhode Island's Reporting Obligations:

"For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust's public-facing website upon receipt."

DEM shall, in the next semiannual report following the Trustee's approval of this project, describe the progress implementing this Eligible Mitigation Action that will include a summary of all costs expended on the Eligible Mitigation Action through the reporting date. The report will also include a complete description of the status, development, implementation (including project schedule and milestone updates), and any modification to this Eligible Mitigation Action.

ATTACHMENT D

**DETAILED COST ESTIMATES FROM SELECTED VENDORS OR POTENTIAL VENDORS
 FOR EACH PROPOSED EXPENDITURE EXCEEDING \$25,000 (5.2.6)**

Summary Table: Cost Estimates for Eligible Mitigation Action 9- Light Duty Zero Emission Vehicle Supply Equipment

The estimated number and cost for all DCFC and Level II stations to be funded with this grant are listed below:

DCFC Initiative	Estimated Cost of Station	Estimated Number of Stations	Estimated Grant Amount per Station	Estimated Cost Shares*
DC Fast Charger (minimum 50kW)	\$93,000	10-19	\$40,000	\$53,000
Level II Initiative	Estimated Cost of Station	Estimated Number of Stations	Estimated Grant Amount per Station	Estimated Cost Shares*
Level II (dual port)	\$20,000	47-57	\$15,000	\$5,000

*NOTE: These amounts will vary due to site conditions.

MEMORANDUM OF UNDERSTANDING

between the

State of Rhode Island and Providence Plantations
Department of Environmental Management
Office of Air Resources
235 Promenade Street
Providence, Rhode Island 02908

And

State of Rhode Island and Providence Plantations
Office of Energy Resources
One Capitol Hill
Providence, Rhode Island 02908

In the Amount of:

\$1,867,951.54

Wilmington Trust

For the Period of:

May 31, 2019 – July 1, 2024

For the Purpose of

Rhode Island's Beneficiary Mitigation Plan distribution
of the Volkswagen Mitigation Trust for the procurement and
installation of Electric Vehicle Supply Equipment

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between the Rhode Island Office of Energy Resources (hereinafter "OER") and the Rhode Island Department of Environmental Management, Office of Air Resources (hereinafter "DEM") (collectively the "Parties").

WHEREAS, through a nationwide settlement with Volkswagen AG, the State of Rhode Island (hereinafter "State") has received Fourteen Million, Three Hundred Sixty-Eight Thousand, Eight Hundred and Fifty-Eight Dollars (\$14,368,858.00) in funds from the Volkswagen Mitigation Trust, which funds must be used for environmental mitigation projects (hereinafter "VW Funds");

WHEREAS, the terms for expenditure of the funds is set forth in Rhode Island's Beneficiary Mitigation Plan ("BMP");

WHEREAS DEM has been designated as the lead agency and administrator of the VW Funds for the State;

WHEREAS, the BMP provides that One Million, Four Hundred Thirty-Six Thousand, Eight Hundred and Eighty-Five Dollars and Eighty Cents (\$1,436,885.80) of the VW Funds shall be allocated to OER for the procurement, installation and maintenance of electric vehicle supply equipment ("EVSE");

WHEREAS, in addition to the funds identified above, the BMP further provides that no more than Four Hundred Thirty-One Thousand, Sixty-Five Dollars and Seventy-Four Cents (\$431,065.74) of the VW Funds shall be utilized for OER administrative support to design, implement, and administer the EVSE program; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions under which DEM will provide OER with VW Funds, and conditions under which OER will use such funds.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual promises contained in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows:

PARAGRAPH 1: TERM OF AGREEMENT:

The term of this Agreement shall commence on May 31, 2019 and conclude on July 1, 2024.

PARAGRAPH 2: PROJECT SCOPE:

OER will support two major EVSE initiatives as listed below. These initiatives will leverage available National Grid ratepayer-supported investments and marketing channels as appropriate.

- 1) *DC Fast Charge ("DCFC") at Publicly-Accessible Facilities:* Support DCFC at publicly-accessible facilities located within proximity of a major travel corridor; and
- 2) *Incentives for Workplace, Public, and Multi-Unit Dwelling Charging Infrastructure:* Establish a direct incentive program for employers, Rhode Island-based businesses, and multi-unit dwellings to install Level 2 EVSE.

PARAGRAPH 3: PROJECT MANAGEMENT:

OER staff will coordinate with National Grid, as appropriate, and manage all procurement, administrative, financial, and technical aspects of the project.

PARAGRAPH 4: FUNDING:

DEM will direct the Wilmington Trust (hereinafter "Trustee") to provide One Million, Eight Hundred Sixty-Seven Thousand, Nine Hundred Fifty-One Dollars and Fifty-Four Cents (\$1,867,951.54) to OER of which at least One Million, Four Hundred Thirty-Six Thousand, Eight Hundred and Eighty-Five Dollars and Eighty Cents (\$1,436,885.80) will be used for project funds and no more than Four Hundred Thirty-One Thousand, Sixty-Five Dollars and Seventy-Four Cents (\$431,065.74) will be allocated for project-related administrative funds. Administrative funds shall be allocated to OER for project management, recordkeeping and reporting and general technical assistance, all of which shall relate to identifying locations, procurement and installation of the charging infrastructure and management and implementation of the project scope identified in Paragraph 2.

PARAGRAPH 5: DISBURSEMENT OF FUNDS:

DEM shall direct the Trustee to disburse the VW Funds to OER as follows:

- a. State FY 2020 (July 1, 2019 - June 30, 2020): DEM will direct the Trustee to provide OER One Million, Two Hundred Twenty-Four Thousand, Five Hundred Ninety Dollars and Fifty-Two Cents (\$1,224,590.52), as documented and requested by OER, which funds OER will use for the procurement and installation of DCFC and Level 2 EVSE, and administrative costs for procurement, project management and technical assistance. The administrative share will not exceed Two Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$266,666.66).
- b. State FY 2021 (July 1, 2020 - June 30, 2021): DEM will direct the Trustee to provide OER up to Six Hundred Forty-Three Dollars, Three Hundred Sixty-One Dollars and Two Cents (\$643,361.02), as documented and requested by OER, which funds OER will use for the procurement and installation of DCFC and Level 2 EVSE, and administrative costs for procurement, project management and technical assistance. Prior to the FY2021 funding request, DEM and OER will meet to reconsider the allocation of administrative funds. The administrative share will not exceed One Hundred Sixty-Four Thousand, Three Hundred Ninety-Nine Dollars and Eight Cents (\$164,399.08).

PARAGRAPH 6: QUALIFIED EXPENDITURES:

The Parties agree that the expenditures set forth in this MOU are authorized by and consistent with the terms of the BMP. In the event that DEM determines that any of these expenditures may not be qualified under the BMP, DEM shall immediately notify OER, in which case OER will be under no obligation to make such expenditures, and DEM shall be under no further obligation to provide funding for such expenditures.

PARAGRAPH 7: ACCOUNTING AND REPORTING:

On or by January 1st and July 1st of each calendar year, OER will provide to DEM an accounting of all expenditures of the VW Funds. OER shall provide any and all invoices and receipts related to such expenditures upon request.

DEM and its authorized representatives shall have the right to audit, examine and make copies of all financial and related records relating to this Agreement. OER shall cooperate with any state or federal audit with regard to this Agreement and shall maintain complete and accurate accounting records pertaining to this Agreement for a period of seven (7) years after this Agreement has closed.

PARAGRAPH 8: AUTHORIZED REPRESENTATIVES:

DEM's Authorized Representative: DEM's Authorized Representative for purposes of administering this Agreement is:

Allison Archambault
Supervising Air Quality Specialist, Office of Air Resources
Rhode Island Department of Environmental Management
235 Promenade St
Providence RI 02908
Phone (401) 222-2808 x2035
Email: Allison.Archambault@dem.ri.gov

DEM's Authorized Representative has the responsibility to monitor OER's performance and review each request for reimbursement and the supporting documentation submitted by OER.

OER's Authorized Representative: OER's Authorized Representative for purposes of administering this Agreement is:

Nicholas Ucci
Deputy Commissioner
Rhode Island Office of Energy Resources
1 Capitol Hill, 4th Floor
Providence RI 02908
Phone (401) 574-9104
Email: Nicholas.Ucci@energy.ri.gov

If either Party selects a new Authorized Representative at any time during this Agreement, they must notify the other Party in writing.

PARAGRAPH 9: PUBLIC PROGRAMMING:

OER and DEM will work together to promote the use of the EVSE and educate the public on environmental and economic benefits of electric vehicles.

PARAGRAPH 10: RECITALS:

The recitals above are true and correct and are a part of this MOU for all purposes.

PARAGRAPH 11: COMPLETE AGREEMENT:

This MOU represents the full and final understanding of the Parties with respect to its subject matter and supersedes all prior oral or written understandings or agreements. This MOU may not be modified except in a writing signed by both Parties.

PARAGRAPH 12: COUNTERPARTS:

This MOU may be executed in one or more counterparts, all of which together shall constitute one binding MOU.

PARAGRAPH 13: JOINT PREPARATION:

This MOU has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

PARAGRAPH 14: SEVERABILITY:

In the event any part of this MOU is found to be unenforceable by any court of competent jurisdiction or any agency of the State of Rhode Island or federal agency, that part shall be deemed severed from this MOU and the balance of this MOU shall remain in full force and effect.

PARAGRAPH 15: TERMINATION

DEM may terminate this Agreement without notice in the event of material breach of the Agreement by OER.

In the event that the amount of any available or appropriated funds provided for the purpose of this Agreement shall be reduced, terminated, or not continued at an aggregate level sufficient for this Agreement, DEM shall notify OER of such reduction of funds and DEM shall be entitled to reduce its commitment accordingly, but shall be obligated for payments due to OER up to the time of such notice.

Both Parties have the right to terminate this Agreement upon sixty (60) days' written notice to the other party. In such event, the Agreement shall be equitably adjusted to compensate for work satisfactorily completed. In the event that funding to DEM for this purpose is reduced or eliminated, DEM shall reduce its obligation accordingly and notify OER in writing.

PARAGRAPH 16: ASSIGNMENT, AMENDMENTS, WAIVER and MODIFICATIONS

ASSIGNMENT: OER may neither assign nor transfer any rights or obligations under this Agreement.

AMENDMENTS: Any amendment to this Agreement must be in writing and approved by DEM and shall not be effective until it has been executed by the Parties.

WAIVER: If DEM fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

MODIFICATIONS: The Parties agree that no modification of this Agreement may be made except pursuant to a written agreement signed by the Parties.


PARAGRAPH 17: ASSURANCES

This Agreement is executed, delivered, and accepted upon the express terms, covenants and conditions herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.


IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals.

WITNESSES

RHODE ISLAND OFFICE OF ENERGY RESOURCES


By:  6/18/19
Carol Grant, Commissioner Date

Accepted as to form and correctness: By:


 6-17-19
Andrew Marcaccio, Legal Counsel

WITNESSES

RHODE ISLAND DEPARTMENT OF ADMINISTRATION


By:  7/19/19
Michael DiBiase, Director Date

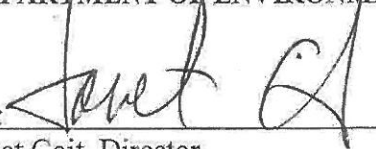
Accepted as to form and correctness: By:

 6-17-19
Andrew Marcaccio, Legal Counsel Date

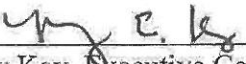
WITNESSES

**STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**



By:  7/25/19
Janet Coit, Director Date

Accepted as to form and correctness: By:

 7/25/19
Mary Kay, Executive Counsel Date
Assistant Director & Chief Legal