

RESOLUTION OF THE CITY COUNCIL

No. 293



Approved June 25, 2024

RESOLVED, That the Members of the Providence City Council
hereby Authorize Approval of the following Encumbrance Contract Award by the
Board of Contract and Supply in accordance with Section 21-26 (b)(5) of the Code
of Ordinances.

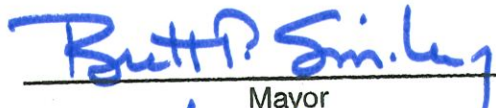
PRISM Streetlights
(Department of Public Property)

\$100,000.00

IN CITY COUNCIL
JUN 20 2024
READ AND PASSED


RACHEL M. MILLER, PRESIDENT

CLERK

I HEREBY APPROVE.



Mayor
Date: 6/25/24



OFFICE OF THE INTERNAL AUDITOR
City of Providence

May 15, 2024

Ms. Tina Mastroianni
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

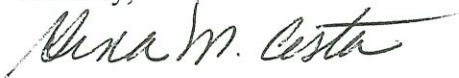
Dear Tina:

I am writing to request that the following requested contract award be submitted to the City Council and the Finance Committee for approval:

- **Department of Information Technology**
 - Requesting approval to pay Veridos America, Inc (formerly known as Valid USA) for Valid software support and licenses for a total amount not to exceed \$25,000.00 In accordance with the Code of Ordinances, Section 21-26 (b) (2).
- **Department of Parks**
 - Request approval to pay Specialized Turf Services for Emergency Field Repairs from Flooding at Merino and Hopkins Parks in the amount of \$34,0434.75 accordance with the Code of Ordinances, Section 21-26 (b) (2).
- **Department of PVD Recovery Office**
 - Approval to amend the award for the City of Providence Mentoring Project with Mentor Rhode Island for total amount of \$820,000.00 in accordance with the Code of Ordinances, Section 21-26 (b) (4).
- **Department of Public Property**
 - Requesting Approval of an encumbrance with PRISM Streetlights for monthly maintenance services and major repairs in the amount of \$100,000.00 in accordance with the Code of Ordinances, Section 21-26 (b) (5).
 - Requesting Approval to piggyback the MHEC Contract #CO7-Firnishing & Accessories with WB Mason Company for Pleasant View Elementary School for FF&E in the amount of \$697,375.08 in accordance with the Code of Ordinances, Section 21-26 (b) (1).

- **Department of Housing & Human Services**
 - Requesting approval to enter into a contract with Rhode Island Public Health Institute to design Behavioral Health Screening Protocols for Community settings in the amount of \$259,765.00 in accordance with the Code of Ordinances, Section 21-26 (b) (2).
- **Department of Public Works**
 - Requesting approval to amend Engineering Design, Consulting and Construction Management for Public Works projects in the amount of \$0.40 in accordance with Code of Ordinances, Section 21-26 (b)
 - Requesting approval to amend sidewalk, Road and Drainage construction in the amount of \$0.40 in accordance with Code of Ordinances, Section 21-26 (b) (2).

Sincerely,



Gina M. Costa

Internal Auditor

Cc: John Arzoomanian, Department of Public Property
Alejandro Tirado, Director of Purchasing
Shomari Husband City Treasurer
Patricia Coyne-Fague Director of Public Works
Jim Silveria, Chief Information Officer
Alex Gonzalez, Director of PVD Recovery Compliance
Emily Freedman, Director of Housing & Human Services
Wendy Nilsson, Superintendent of Parks



CITY OF PROVIDENCE
MAYOR BRETT P. SMILEY

AMANDA PONTARELLI
DEPUTY DIRECTOR OF PUBLIC PROPERTY

May 8th, 2024

The Honorable Brett P. Smiley
Chairman, Board of Contract and Supply

City Hall
25 Dorrance Street
Providence, RI 02903

RE: Requesting Approval of an Encumbrance with PRISM STREETLIGHTS

ID Number: 45318

Minority Participation: 0 % MBE, 0 %WBE

Account Code(s): 101-1803-52430

Encumbrance Amount Requested: \$100,000.00

Dear Mayor Smiley,

The department of Public Property respectfully requests the approval of an Encumbrance with Prism Streetlights for Monthly Maintenance services and major repairs in an amount not to exceed \$100,000.00 in Fiscal Year 2024.

The Department of Public Property requested approval for a 12-month term commencing July 1, 2023 through June 30, 2024 in accordance with Rhode Island General Law §45-55-13.2, Award of Municipal Contracts, which allows municipalities to directly procure, energy supplies or energy related services.

PRISM Streetlight currently provides management services for Providence Streetlight that have resulted in significant energy saving for the city. In addition to assistance with the day-to-day upkeep of our local streetlights, PRISM also provides restoration services to replace knocked down poles. This involves saw cutting the pavement around the pole, excavation, installation of the new pole, as well as backfilling and patching asphalt trenches.

\$100,000.00 will cover the costs for streetlight repairs due to unforeseen vehicle related incidences for the remainder of the 2024 Fiscal Year.

Funds in the amount of \$100,000.00 are available in account 101-1803-52430.

PRISM Streetlights
344 Main Street
Suite 202
Wakefield RI, 02879

Respectfully Submitted

Amanda Pontarelli, Deputy Director of Public Property

Finance

DEPARTMENT OF PUBLIC PROPERTY
Providence City Hall | 25 Dorrance Street, Room 407 | Providence, Rhode Island 02903
401 680 5300 ph | 401 455 0475 fax
www.providenceri.gov

Code	Description	Price	Maintenance (M) OR Extra (E)
A-3c	Removals up to four in one community, to be done as maintenance, no special trips, no replacements	\$ 115.00	M
A1	Price (per conversion) PRISM-supplied LED fixture with photocell/controller. Includes scanning barcode for MAC ID but no commissioning.	\$ 83.38	E
A1-A	If bond is required for A1 then pricing per conversion location.	\$ 85.10	E
	E1-1 to E-11 rates to apply only to time/materials/work items		
E1-1	Journeyman Electrician/Lineman - Regular Time. Union contract increases rates by \$2 on 1 June every year.	\$ 133.40	M/E
E1-2	Journeyman Electrician/Lineman - Overtime. Union contract increases rates by \$2 on 1 June every year.	\$ 197.80	M/E
E1-8	Hourly Rate for Bucket Truck	\$ 66.70	M/E
E1-11	Pole truck with Auger	\$ 66.70	M/E
	E1-12 to E1-19 apply to standard cobra head fixtures only and include labor and materials		
E1-12	Service call to replace 35w to 150w bulb and standard photocell. Labor plus materials. HPS,MV,MH fixtures	\$ 316.25	M
E1-13	Service call to replaced 250w-400w bulb and standard photocell. Labor plus material. HPS,MV,MH fixtures and flood lights	\$ 316.25	M
E1-14	Service call to replace HPS started (all wattages)	\$ 316.25	M
E1-15	Service call to replace HID ballast (all wattages, voltages, types)	\$ 440.45	M
E1-17	Replace cobra lens (dish or flat lens)	\$ 345.00	M
E1-18	Service call to replace HPS fixture including the fixture and photocell. 50w to 150w HPS	\$ 316.25	M
E1-19	Service call to replace HPS fixture including fixture and photocell. 250w HPS and higher	\$ 647.45	M
			M
E1-27	Service call or install supplied fixture/control/photocell, out-of-warranty replacement	\$ 93.15	M
E1-28	Service call to replace failed fixture/control/photocell - Warranty Labor Only	\$ 93.15	M
E1-31	Complete Installation for a NEW Install - 6ft mast arm with wiring and supplied LED fixture and control device on existing utility pole. (New Install where there is no light currently.)	\$ 331.20	E
E1-34	Rewire fixture internally or change internal fixture setting	\$ 100.05	M
E1-37	Pole Transfer: Transfer existing mast arm with fixture from old pole to replacement pole in connection with utility company.	\$ 230.00	E
E1-38	Pole Transfer: Retrieve street light from base of pole and return to install mast arm with fixture after utility work is complete	\$ 460.00	E
E1-39	Rewire: Labor to rewire defective mast arm wires and reconnect to fixture. Wire to be billed based on per foot price	\$287.50 with maintenace or \$80.50 with conversion	M
E1-40	Price is wire only	.48/ft * 2	M
E1-41	Install approved fuse holder and fuse in connection with service call	\$ 8.63	M
E1-42	Service call price to respond to a call and troubleshoot the light with no work required	\$ 63.25	M

Add the following cost for New Installs, MIA equipment due to Pole Transfer, Damaged Equipment	Fuse Pack	\$ 8.63
	(2) Taps	\$ 17.40
	Mast Arm - New	depends on current pricing
	Mast Arm - discounted for used condition until stock is gone.	\$ 86.25
	Wiring	.48/ft + \$287.50
	Fixture (if muni does not have stock)	depends on current pricing
	Smart Control (current pricing as of 10.2022)	\$ 120.75

Emergency Rates Depend on Time and Day the call happens		
D1b	Emergency Rate after hours (includes 3 hours of time for man and truck). If response falls under After Hours rate and takes longer than 3 hours, then hourly rates will be billed in addition to \$800	\$ 920.00
D1c	Emergency response Holiday rate (includes 3 hours of time for man and truck). If response falls under the Holiday Rate and takes longer than 3 hours, then double time hourly rates will be billed in addition to \$800	\$ 920.00

If Emergency call takes longer then 3 hours, then per hour rates (man and truck) are to be billed depending on time of day. Straighttime, overtime and double time. See chart ---- >	M-F 7AM - 3PM = Straight time	\$133.40 per hour journeyman & \$66.70 per hour truck
	M-F 3pm - 5pm & Sat. 7am - 3pm = Overtime	\$197.80 per hour journeyman & 66.70 per hour for truck
	M-F after 5pm to 7am & Sun. = Double Time	\$241.50 per hour journeyman & \$66.70 per hour for truck

April 15 2015



PARTNERSHIP FOR RHODE ISLAND
STREETLIGHT MANAGEMENT

Participation Agreement

Between the

Partnership for Rhode Island Streetlight Management (PRISM),

As Project Administrator,

And the

City of Providence,

a Rhode Island Municipality,

As Participant.

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("Agreement") is made as of this 15 day of April, 2015, between the Partnership for Rhode Island Streetlight Management ("PRISM" or the "Project Administrator"), and the City of Providence, a Rhode Island municipal corporation, with an address of 25 Dorrance Street, Providence, RI 02903 ("Participant," and collectively with other towns signing this agreement, the "Participants") (jointly and collectively, the "Parties").

WITNESSETH THAT

WHEREAS, municipalities light their streets as a matter of public safety. Street lighting defines the roadway, and enables motorists to safely navigate after dark by lighting signs, roadway boundaries, disabled and emergency vehicles, bicycles, pedestrians, etc.; and

WHEREAS, the Washington County Regional Planning Council ("WCRPC") served Rhode Island's cities and towns well by developing and successfully advocating for passage of the Municipal Streetlight Investment Act (the "Act") (now RIGL Chapter 39-30). The Act allows municipalities to buy their streetlights from the electric distribution company (also known and referred to as "National Grid") and better manage them using a collaborative maintenance program. It gives municipalities the opportunity to install higher performing light fixtures (like LED lighting) and introduce streetlight control devices that allow dark-sky compliance, dimming, flashing, and part-night operations when appropriate; and

WHEREAS, WCRPC and the Rhode Island League of Cities and Towns ("League") have represented municipalities at the Rhode Island Public Utilities Commission ("PUC") to ensure that the rate tariff that National Grid submitted to implement municipal control of the streetlight systems would be as beneficial to the municipalities as possible; and

WHEREAS, the PUC has approved the S-05 customer-owned Streetlights rate tariff (the "Tariff") that sets the conditions under which municipalities can collaboratively operate modern street lighting systems; and

WHEREAS, WCRPC has established PRISM to implement the Act and the Tariff by collaboratively managing, maintaining, and upgrading municipal streetlighting systems statewide; and

WHEREAS, PRISM was established to help the municipalities implement this transition to municipally controlled streetlight service; and

WHEREAS, Participants understand the opportunity for cost savings, improved streetlight operations, and enhanced efficiency that come from municipal control and collaborative management of the streetlight systems; and

WHEREAS, Participants, both as individual entities and as a collective group, wish to save money on energy expenditures, increase the operating control of streetlights, acquire updated lighting and control technologies, and reduce carbon emissions by owning and better managing their streetlights. The Participants have the option of acting alone, acting together or not acting at all on streetlights. By acting in concert through PRISM, each participant will be guided by experienced management that can provide more effective and efficient implementation; and

WHEREAS, Participants agree that this project has been made possible by the work of the League and the WCRPC. The Participants agree that PRISM should serve as Project Administrator to facilitate and achieve the benefits of successful conversion to municipally owned and controlled streetlight systems. The Project Administrator will work in the best interest of the Participants, collectively; and

WHEREAS, the role of Project Administrator is an energy-related service, and has been procured as specified in RIGL Section 45-55-13.2.

NOW THEREFORE, in consideration of the aforementioned goals and understandings, the Parties agree to the following:

Article 1. Project Administrator

Participant agrees that PRISM will be the Project Administrator throughout the streetlight conversion and for streetlight management during the term of this Agreement. PRISM agrees to ensure that each Participant is treated fairly and equitably, and to ensure that all projects are carried out as efficiently and cost-effectively as possible.

Article 2: Governance, Oversight, and Management

PRISM is a program-related entity founded by WCRPC. WCRPC is a Rhode Island nonprofit corporation recognized by the IRS under Section 501(c)(3) as a charitable organization. WCRPC's governing board of directors consists of elected town councilors from member towns. WCRPC is authorized by the RI Secretary of State to do business as the Partnership for Rhode Island Streetlights Management (PRISM).

PRISM shall be overseen by a PRISM Executive Board composed of one member appointed by each municipality participating in PRISM, an elected executive committee, and an executive director who shall be the executive director of the WCRPC. The PRISM Executive Board shall meet annually, in the month of March, when it shall elect a four-member executive committee.

The executive committee shall have policy-making authority over the operation of the program, and the executive director shall have day-to-day financial and operational authority over the program. The executive committee shall meet with the executive director no less frequently than once every quarter.

Article 3. PRISM as Agent

Participant authorizes PRISM to act as its agent in requesting and securing data from National Grid on all of its streetlight-related accounts, performing analyses and preparing the plans and related work and then, if Participant and PRISM agree that the streetlight purchase should be pursued, negotiating a streetlight purchase on behalf of Participant provided that Participant shall have the right to accept or reject contract proposals negotiated by PRISM. PRISM may delegate to an energy consultant hired by PRISM some of its rights, obligations and responsibilities under this Agreement.

Article 4. Services Provided by PRISM

This Participation Agreement outlines the core services PRISM will provide for Participant. Specific scopes of services and budgets (the "Statements of Work") will be presented separately for Participant approval as Exhibit A(1) for maintenance, A(2) for LED conversion, and further Statements of Work for other services, once researched and developed.

PRISM will prepare for Participant a Preliminary Streetlighting Plan (Phase 1), a Final Streetlighting Plan (Phase 2), and then will implement the plans once approved by Participant (Phase 3).

4.1 Three Phase Plan

4.1.1 Phase One - Preliminary Plan and Presentation of Threshold Savings:

PRISM will make a data request to National Grid for the complete, final, and updated inventory of all streetlight equipment billed to the municipality, including its location, characteristics, condition, account(s), etc., and for an updated pricing calculation pursuant to the PUC process that meets the requirements of the Act and is based on the equipment's original cost, date put into service, and depreciation schedule. PRISM will help Participant verify/audit/accept the inventory of its streetlight system with the utility and ensure a price that is consistent with the intent of the Act.

PRISM will then prepare for each Participant a Preliminary Streetlighting Plan that provides estimates of all costs, savings, rebates, and options associated with the acquisition of the streetlighting system from National Grid and its operation using PRISM management. The Preliminary Streetlighting Plan shall satisfy the requirements of the cost/benefit analysis noted

in RIGL Chapter 39-30, and shall also provide information for a preliminary determination of whether Threshold Savings will be achieved by Participant.

Threshold Savings is a comparison of "Current Costs" and "PRISM costs" and is achieved if a 25% savings is indicated. The Current Costs shall be all billed expenses for the streetlight system as owned and operated by National Grid, including all kWh charges (including but not limited to delivery, transmission, distribution, systems benefit, and power charges) and all facility or fixture charges, and corrected for any adjustments like Temporary Turned-off lights. Threshold Savings calculations shall not include the one-time costs of purchasing the system from National Grid, nor capital improvements like LED conversion or control systems, although these are included in the Preliminary Streetlighting Plan.

If the Preliminary Streetlighting Plan does not demonstrate that Threshold Savings will be achieved, then Participant may terminate the work and no further compensation will be payable to PRISM. If the Preliminary Streetlighting Plan shows a Threshold Savings, PRISM will give Participant a fixed budget for completing Phase Two and Participant may decide whether to proceed with Phase Two.

4.1.2 Phase Two - Preparation of the Final Plan and Final Determination of Threshold Savings:

In Phase Two, PRISM will negotiate with National Grid for the acquisition of its streetlighting system, finalize the cost estimates for such acquisition, and prepare a final report detailing the costs and savings associated with the recommended course of action as set forth in the final business plan ("Final Streetlighting Plan").

If the Final Streetlighting Plan fails to demonstrate a Threshold Savings, Participant shall have no further obligations and will not be required to pay for any costs associated with Phase Two. If at the end of Phase Two, there continue to be projected Threshold Savings, then Participant may authorize PRISM to proceed with Phase 3 or Participant will pay PRISM the approved budget established for Phase Two.

4.1.3 Phase Three - Implementation.

Once Participant accepts the Final Plan, in Phase Three, PRISM will coordinate the closing for the acquisition of the streetlights, in accordance with the process required by the PUC. Then, PRISM will implement all Statements of Work approved by Participant and added as the appendices to this Agreement at Exhibit A.

4.2. Project Financing

PRISM will help any participant identify and obtain financing through any practical source (including grant funding) to the best of its ability, but cannot guarantee financing and will not

take responsibility for lease payments or for the repayment of any loans, bonds, or the like. Participant has the sole responsibility to secure financing for the streetlight purchase and any subsequent improvement projects. This financing can be in whatever form is best for Participant, and may or may not be done collectively with other Participants.

PRISM will offer municipalities a lease/purchase option whereby the municipality can lease to own their streetlight system, paying for it out of savings within their current streetlight budget.

4.3 Streetlight Operations and Maintenance

Once a Participant acquires its streetlight system, PRISM will provide the following services individually or by procuring qualified private contractors (this section will be expanded in Exhibit A(1)):

- Turn-key management of Participant's streetlight system, including, but not limited to, emergency repairs, routine repairs and maintenance, telephone and web citizen support, response to municipal requests for service changes (adding new lights, removing lights, changing wattages, changing operations like part-night on/off) and all other aspects of managing the streetlight system for Participant.
- Compliance with the National Grid Agreements attached as Exhibit B and all other applicable requirements.
- Reduction of annual operating costs to the maximum extent possible/reasonable.
- Help with the design and implementation of public safety measures achievable through the streetlight system such as emergency egress lighting.
- Advocate to simplify streetlight billing to enhance accuracy and transparency and facilitate Participants' understanding.
- Deploying bright, natural-color LED lighting for safer urban and rural streets, if chosen by Participant.
- Installing controls to dim or turn off lights late at night, where desired and appropriate, if chosen by Participant.
- Install streetlight controls that have metering capabilities and integrate them with the electric distribution company, if chosen by Participant and approved by the PUC.

In all cases of contemplated upgrade investments, PRISM will provide written cost estimates to Participant so that Participant can fully evaluate and approve the work before incurring such costs. Each Statement of Work will be developed based on the Final Plan and will include, but not be limited to, a summary and detailed work descriptions, who will perform all work, cost and payment mechanism/schedule of the work, what expenses will be incurred on behalf of Participant that would be subject to reimbursement in the event of termination, projected frequency and amounts to be billed to Participant for ongoing maintenance services, and expected schedule of the work.

PRISM and/or its consultants will procure a contract or contracts for streetlight maintenance from commercial electrical contractor(s) pursuant to Title 45, Chapter 55 of the RI General Laws, "Award of Municipal Contracts," providing a uniform system of purchasing of all services to and equipment acquired by a municipality. The Maintenance Contract will provide for more effective and less expensive emergency and routine streetlight maintenance. The streetlights' maintenance contractor will be responsible for procuring and maintaining an inventory of equipment and spare parts sufficient to handle the maintenance requirements of the systems under contract.

PRISM plans to use economies of scale to reduce the cost to municipalities by combining municipal contracts into aggregation groups. These larger groups will have a single contractor that will provide inventory of spare parts, web and telephone citizen input, reporting, routine maintenance, emergency maintenance, and regular inspections of the system. Choosing the proper contractor is critical to the success of a municipality's system, and the PRISM program is designed to do just that.

The construction of new infrastructure and existing infrastructure maintenance is subject to prevailing wage provisions required by the Department of Labor and Training. The prevailing wage requirements are generally set forth in RIGL Chapter 37-13-1 *et seq.* These requirements mandate the prevailing rate of pay for any mechanic, utility technician or other type of worker performing work on municipal public works projects when state or municipal funds exceed one thousand dollars (\$1,000). These state regulations and laws, and the local ordinances that also apply, ensure a fair and cost-effective process of contract procurement. Whether done by the municipal purchasing department or coordinated through PRISM, the laws and regulations will be followed precisely.

4.4 Reporting

PRISM will help Participant establish the following reporting procedures:

- Cumulative net savings from the project(s)
- Streetlight outage reporting via web, mobile app, and phone calls
- Inventory management and reporting
- Measurement and verification of the impacts of implemented streetlight improvements
- All reporting required by RIGL Chapter 39-30 and/or any PUC Orders

PRISM will also keep Participant informed of the latest technologies and strategies to reduce costs and/or improve effective streetlighting.

4.5 Policy Advocacy

PRISM will represent Participants in legislative initiatives and PUC dockets that may affect streetlight management or system upgrades.

PRISM will maintain its membership in the US Department of Energy's Municipal Solid State Streetlighting Consortium to ensure access to current information and streetlight initiatives.

PRISM will continue to liaise with the Department of Energy's Office of Solid State Lighting, Rhode Island's Office of Energy Resources and the RI Energy Efficiency and Resource Management Council to help provide for appropriate streetlight policies.

PRISM will continue to work and collaborate with the League on streetlighting matters.

Article 5. Schedule

Upon entering into this Participation Agreement, Participant and PRISM will develop an implementation schedule that will be included in the Statements of Work attached hereto as part of Exhibits A(1) and A(2). PRISM will facilitate the implementation schedule to the extent possible but will not be held responsible for any breach of the project schedule.

Article 6. Energy Savings

Any energy savings and/or maintenance savings realized as a result of this project will be to the benefit of the Participants owning the streetlights.

Article 7. Participant Cooperation

In order to allow PRISM to negotiate and assist Participant effectively, Participant will cooperate with PRISM and its consultant(s) providing information and other support as reasonably requested. Participant may be required to give PRISM documentation and information including but not limited to inventory, invoices, load and usage data and any other information helpful to PRISM. Participant authorizes PRISM to obtain such information from the utility or any other source and will assist with that effort. Participant authorizes PRISM's disclosure of any such information to PRISM's consultant(s) as necessary or appropriate to assist with the implementation of the PRISM services.

Participant shall provide contact information for the individual authorized to work with PRISM on implementation of this streetlight program.

Article 8. Compensation

To assist PRISM with its funding needs for the launch of the municipal streetlights program, Participant will pay PRISM a non-refundable Initiation Fee of \$1.00 per streetlight upon execution of this agreement which will, in part, reimburse PRISM for its nearly two hundred thousand dollar investment to create the municipal savings delineated in this agreement and made possible by the Act and its intervention in the PUC proceeding.

Participants agree to compensate PRISM with a Project Administration fee of \$3.60 per streetlight per year beginning on the closing for Participant's streetlight purchase. This fee shall be included in the Preliminary Plan, the Final Plan, and shall be included in determining if Threshold Savings are achieved. The fee shall be included in regular monthly or quarterly billings for all streetlight maintenance as specified in the appropriate Statement of Work.

As an additional administrative fee for procurement, Participants agree to pay PRISM a 2% project administration fee on any materials procured for Participant in association with execution of this agreement, including but not limited to LED or other new lighting, control systems, and meters.

PRISM will, from time to time, be authorized by Participant to perform work that is outside the Scope of Services described in Section 4 of this agreement and the Statements of Work, and if so shall be reimbursed for reasonable labor and non-overhead related out-of-pocket costs and expenses at one hundred percent (100%) of actual cost (and/or Standard Mileage Rates established by IRS for automobile transportation) incurred in fulfilling its duties and obligations under the terms of this Agreement. All expenses will be clearly outlined on each monthly payment invoice.

PRISM will send Participant invoices for these fees each month until this Agreement is terminated, which invoices shall be due and payable thirty (30) days from date of invoice.

Article 9. Term

This Participation Agreement will begin upon execution and will have a minimum three-year term that ends upon notification of termination by either party or renews and continues until either party terminates the agreement. If any work provided under this agreement is covered by a specific warranty, the terms of any such warranty may survive this agreement.

Article 10. Other Contracts

Participant will be required to enter other contracts directly with National Grid that will control the terms of the streetlight purchase and the license to connect to and occupy the electric distribution company's (or other owner) poles and distribution system. The forms of those contracts (approved by the PUC after thorough advocacy by the League and WCRPC) are attached as Exhibit B. The Purchase and Sales agreement defines the terms of the streetlight purchase, and the Attachment Agreement defines the terms for allowing municipally owned streetlights to use utility poles or underground conduits.

Article 11. Insurance and Personnel Qualifications

Only licensed electricians will perform wiring tasks and all personnel servicing the poles will conform to the terms and conditions of all pole users. Contractors employing these service workers shall ensure and provide evidence that all workers are qualified electrical workers and conform with the requirements of the Act, National Grid's policies, and any and all local, state, or federal requirements.

PRISM and any private subcontractor implementing PRISM's scope of work will provide evidence of insurance for the cost of any accidents during any such work, naming Participants as secondary beneficiaries to the insurance policies.

Article 12. Termination

Participant or PRISM may terminate this Agreement for cause, including material breach by the other party, upon thirty (30) days prior written notice, if the breach is not cured, or a cure has not commenced within the notice period and is not then diligently pursued to resolution. Participant may terminate this Agreement without cause upon six months' prior written notice to PRISM.

Article 13. Entire Agreement; Amendment

This Agreement constitutes the complete understanding between the Parties with respect to the subject matter of this Agreement. No modification or amendment of this Agreement shall be binding upon any Party unless in writing and signed by the Parties.

Article 14. Notice

All notices and other communications hereunder shall be in writing and shall be deemed duly given when personally delivered or mailed (by registered or certified mail, return receipt requested, postage prepaid), faxed or e-mailed as follows:

- (a) If to PRISM:
344 Main Street - Suite 202,
Wakefield RI 02879
Att. Jeff Broadhead
(401) 792-9900
jb@wcrpc.org

with a copy to:

Seth H. Handy
Handy Law, LLC
42 Weybosset Street
Providence, RI 02903
seth@handylawllc.com

(b) If to Participant:
 City of Providence
 Department of Public Property
 25 Dorrance Street
 Providence, RI 02903
 Attn: Alan Sepe, Acting Director
 Phone: (401) 421-7740
 E-mail: asepe@providenceri.com

with a copy to:

Law Department
 444 Westminster Street, Suite 220
 Providence, RI 02903
 jdana@providenceri.com

Article 15. Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Rhode Island.

Article 16. Dispute resolution.

The parties will resolve any dispute arising under this Agreement as efficiently and equitably as possible while continuing to comply with the terms of this Agreement pending dispute resolution wherever possible in order to fulfill the purposes of this Agreement.

Article 17. Severability

If any provision of this agreement shall be held invalid or unenforceable, the rest of the agreement shall not be affected thereby and each other provision shall be valid and enforceable to the full extent of the law.

Article 18. Authority

Each Participant must accept the agreement by signing and by signing certifies that it is authorized to execute this agreement on behalf of the party and that the party has approved the agreement.

I, ALAN SEPE, as an authorized representative of CITY OF PROVIDENCE hereby enter into this Participation Agreement, on this day 10 of APRIL in the year 2015.

Signature



Title Director of Operations

Date 4-10-15

I, Jeffrey A. Broadhead, as an authorized representative of PRISM, hereby enter into this Participation Agreement on this day 15 of April, in the year 2015

Signature [Signature], Title Ex. Dir, Date 4/15/2015

Approved as to form and correctness

[Signature]

Jeffrey Dana, City Solicitor

EXHIBIT A(2)
LED Conversion Scope of Services, Budget and Schedule

Summary of Work:

PRISM will manage Providence's existing overhead (not decorative) streetlights after Providence purchases the lights from National Grid, and then convert the lighting system to LED luminaires with intelligent controls. PRISM will then manage and arrange for maintenance of the lighting system. Decorative lights may be added as a separate exhibit.

Detailed Description of Work, including who is responsible to carry it out and who will oversee the work. The scope of services includes the assistance with the acquisition of the lights from NGRID, conversion of approximately 16,780 existing street lights to Light Emitting Diode (LED) light sources based on a lighting design developed by PRISM and the City, the installation of a control system and associated network and the follow-on maintenance of the system. In addition, PRISM will provide training of the City personnel in the operation of the control system, submission of all required reports, grant/incentive applications, and ensuring the billing is corrected to reflect the implemented changes. PRISM will represent the City as required in the ongoing PUC proceedings to ensure the best possible outcome of pending issues for the City.

Schedule of work: The work will commence upon receipt of the materials from the equipment suppliers which is anticipated to begin in March and construction should be complete within six to eight months. Completion of the required reports and follow-up on the billing may last another six months depending on NGRID's responsiveness. Follow-on maintenance and network support will continue so long as the City remains a member of PRISM.

PRISM will facilitate the implementation schedule to the extent possible but will not be held responsible for any breach of the project schedule:

Cost and savings related to the work:


Below are the costs associated with the project. The "incentive" at the bottom is a one-time payment to the City from both energy efficiency funds and regional greenhouse gas initiative funds. It is not paid until after construction is complete.

City of Providence	
Streetlights Conversion -- LED w/ controls	
Item	Cost
NGRID System Purchase Price	\$2,657,114
LED Fixture Costs (hardware)	\$4,363,470
Network and Software License fees	\$427,890
Control Costs (hardware)	\$2,309,026
Contingency Repair of defective equipment	\$350,000
GIS Field Audit	\$207,450
Labor for conversion/maintenance	\$1,929,700
Total	\$12,244,648
One-time estimated incentives (OER and NGRID)	\$2,511,144

Expenses and fees related to the work that would be subject to reimbursement pursuant to Article 4:

In the event the City directs PRISM to provide special services, any work performed by the PRISM maintenance provider, any costs associated with the network and software fees previously agreed to by the City would be reimbursable. In all cases we expect the City to have agreed to any such costs in advance.

Approved by The City of Providence on 2-11-16

Authorized signature: 

Approved by PRISM on 2/11/2016

Authorized signature: 

EXHIBIT A
Providence Streetlight Maintenance
Scope of Services, Budget and Schedule

Summary of Work:

PRISM will manage Providence's existing overhead streetlight assets after Providence purchases the lights from National Grid. PRISM will manage and secure subcontractor electricians to convert the streetlight system to LED luminaires with intelligent controls where feasible and dimming photocells elsewhere. PRISM will then manage and ensure maintenance of the lighting system. Decorative lights may be added as a separate exhibit or included under the same terms as directed by Providence's Director of Public Property.

Description of Work:

All work will be overseen by PRISM's Executive Director, Jeff Broadhead, in conjunction with PRISM's technical expert, George Woodbury. Siemen's Industry will be the primary subcontractor for maintenance and conversion, although this may change over time as PRISM allocates work among its subcontractors. Basic monthly service charges will cover the following, with the shared goal of reducing annual operating costs to the maximum extent possible/reasonable:

A. General Overview of Services:

1. Turn-key management of Providence's streetlight system, including, but not limited to, a 24-hour call center for maintenance reporting, emergency repairs, routine repairs and maintenance, telephone and web citizen support, response to requests for service changes (adding new lights, removing lights, changing wattages, changing operations like part-night on/off), waste disposal, and all other aspects of managing the streetlight system.
2. Assistance with compliance with National Grid agreements and all other applicable requirements, and new attachment agreements.
3. Converting approximately 16,780 existing streetlights to Light Emitting Diode (LED) light sources based on an agreed upon lighting design between PRISM and Providence with consideration towards deploying bright, natural-color LED lighting for safer urban streets, and the use of intelligent controls with metering capabilities to dim or turn off lights, where desired and appropriate.
4. Manage the repair and then ongoing maintenance of Providence's 2,200 decorative lights as instructed by the Director of Public Property.
5. Inventory and cost-savings reporting that provide Providence with the capability to measure and verify the impacts of implemented streetlight improvements.
6. Submission of all grant/incentive applications and timely reporting required by RIGL §39-30 and/or any Orders of the RI Public Utilities Commission (PUC), including the annual inventory report.
7. Ongoing advocacy on behalf of Providence with National Grid, the General Assembly, the DPUC, and before the PUC.

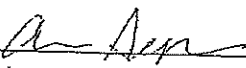
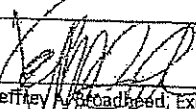
Schedule of work:

Maintenance of existing infrastructure will commence upon Providence's asset purchase from National Grid. The basic LED conversion will commence upon receipt of the equipment from the suppliers and should be complete within four-six months of the start date. Finalization of the required reports and implementing the controller's operating schedules may take longer depending on the responsiveness of National Grid and various vendors and field conditions found during installation. Maintenance and network support will continue for the duration of Providence's membership in PRISM and at least for the 10-year duration of the LED product warranties that PRISM implements for Providence.

Cost and savings related to the work:

Below are the associated costs with the proposed maintenance and LED conversion project. All figures include PRISM's 12% administration and overhead fees and \$3.60/light/year management fee. Please note the "incentive payments" are a one-time payment to Providence from both energy efficiency funds (through NGRID) and regional greenhouse gas initiative funds (through OER.) These incentives usually are not paid until the completion of the project, although PRISM will work toward progress payments if possible.

PROVIDENCE - Streetlight Maintenance and LED Conversion with Intelligent Controls	
Asset acquisition and LED Conversion	Amount
Basic LED Streetlight Conversion Cost (includes \$1.2m decorative reserve)	- \$9,800,000, billed per equipment receipt and labor progress.
Estimated incentive payments from National Grid and from the RI Office of Energy Resources	+ \$2,500,000
Ongoing Routine and Emergency Maintenance	
PRISM Maintenance with town ownership	- \$462,788/year, billed monthly
PRISM Maintenance after LED Conversion	- \$414,058/year, billed monthly
To be added for decorative maintenance	- Time and materials plus mgt.

Agreed and Approved:	
City of Providence:	 Alan Sepe, Director of Public Property
PRISM Streetlights:	
Printed name and title:	Jeffrey A. Roadhead, Executive Director

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: July 31, 2023

TO: Purchasing Director

SUBJECT: **APPROVAL OF AN ENCUMBRANCE, WITH PRISM STREETLIGHTS, FOR MONTHLY MAINTENANCE OF STREET LIGHTS AND MAJOR REPAIRS – DEPARTMENT OF PUBLIC PROPERTY**

DISPOSITION: VOTED: The Purchasing Director hereby authorizes Approval of an Encumbrance, with PRISM Streetlights, for Monthly Maintenance of Street Lights and major repairs, for a total amount not to exceed Five Hundred Fifty Four Thousand Fifty Eight Dollars (\$554,058.00) in Fiscal Year 2024, all in accordance with the request Amanda Pontarelli, Deputy Director, in communication dated July 18, 2023.

cc: Pur.Dir.
Contr
Pub. Prop.
File

CB

Jina L. Mastroianni
City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: May 9, 2022

TO: Purchasing Director

SUBJECT: **APPROVAL TO AMEND THE AWARD, WITH PRISM, FOR
MONTHLY STREET LIGHTS MAINTENANCE – DEPARTMENT
OF PUBLIC PROPERTY**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby Approval to Amend the Award, with PRISM, for monthly Street Lights Maintenance, to cover the cost of repair for a handful of street lights that require a greater level of service, these services are not covered under the monthly maintenance fee, for a total contract amount not to exceed Twenty Five Thousand Dollars (\$25,000.00) in Fiscal Year 2023, all in accordance with the request Demo Roberts, Director, in communication dated April 14, 2022.

cc: Pur.Dir.
Contr
Public Property
File

A handwritten signature in black ink, appearing to be "JL" or similar, located below the distribution list.

Jina L. Mastroianni
Acting City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: August 2, 2021

TO: Purchasing Director

SUBJECT: **APPROVAL TO PAY, PRISM STREETLIGHTS, FOR MONTHLY STREET LIGHTS MAINTENANCE - DEPARTMENT OF PUBLIC PROPERTY**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes Approval to Pay, PRISM Streetlights, for monthly street lights maintenance, payments are for the monthly fee of Thirty Three Thousand Six Hundred Seventy One Dollars and Fifty Cents (\$33,671.50), plus the Annual Software for a Service (SAAS) fee of One Hundred Four Thousand Five Hundred Seven Dollars and Fifteen Cents (\$104,507.15), payments are made in accordance with the Agreement between PRISM Streetlights and the City, for a total amount not to exceed Five Hundred Eight Thousand Five Hundred Sixty Five Dollars and Fifteen Cents (\$508,565.15) in FY22, all in accordance with the request of Demo Roberts, Director, in communication dated July 20, 2021.

cc: Pur.Dir.
Contr
P/Property
File

A handwritten signature, likely of the Acting City Clerk, is written over the distribution list.

Jina L. Mastroianni
Acting City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: August 31, 2020

TO: Purchasing Director

SUBJECT: **APPROVAL TO PAY PRISM STREETLIGHTS – DEPARTMENT OF PUBLIC PROPERTY**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes Approval to Pay, PRISM Streetlights, for monthly street lights maintenance, in the amount of Four Hundred Four Thousand Fifty Eight Dollars (\$404,058.00), plus the annual Software for a Service (SAAS) Fee, in the amount of One Hundred Four Thousand Five Hundred Seven Dollars and Fifteen Cents (\$104,507.15), for a total amount not to exceed Five Hundred Eight Thousand Five Hundred Five Dollars and Fifteen Cents (\$508,565.15) in Fiscal Year 2021, all in accordance with the request of Kevin Mahoney, Acting Director, in communication dated August 19, 2020.

cc: Pur.Dir.
Contr
P. Property
File

A handwritten signature in cursive script, reading "Shawn Sellick".

City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: February 3, 2020

TO: Purchasing Director

SUBJECT: **APPROVAL TO AMEND THE AWARD, WITH PRISM,
FOR APPROVAL OF PAYMENT TO PRISM FOR
MONTHLY STREET LIGHT MAINTENANCE –
DEPARTMENT OF PUBLIC PROPERTY**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes Approval to Amend the Award, with PRISM, for Approval of Payment to PRISM for Monthly Street Light Maintenance, awarded on February 19, 2019, in the amount of One Hundred Four Thousand Five Hundred Seven Dollars and Fifteen Cents (\$104,507.15), to include annual NAAS (Networking as a Service) and SAAS (Software as a Service Fee), these fees were not originally considered when the contract was approved on October 11, 2019 (Resolution #2019-445), for a revised total amount not to exceed Five Hundred Eight Thousand Five Hundred Sixty Five Dollars and Fifteen Cents (\$508,565.15) for FY20, all in accordance with the request of Michael Borg, Director, in communication dated January 23, 2020.

cc: Pur.Dir.
Contr.
P. Property
File

A handwritten signature in black ink, appearing to be "Amy".

A handwritten signature in black ink, appearing to be "Shaun Sellick".

City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: February 19, 2019

TO: Purchasing Director

SUBJECT: **APPROVAL OF PAYMENT TO PRISM FOR MONTHLY STREET
LIGHT MAINTENANCE – DEPARTMENT OF PUBLIC PROPERTY**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes approval of Payment to PRISM, for monthly Street Light Maintenance, in the amount of Thirty Three Thousand Six Hundred Seventy One Dollars and Fifty (\$33,671.50) Cents per month, for a total amount not to exceed Four Hundred Four Thousand Fifty Eight (\$404,058.00) Dollars for FY19, the department will go out to bid for this service for FY20, all in accordance with the request of Michael Borg, Director, in communication dated February 7, 2019.

cc: Pur.Dir.
Contr.
P. Property
File

A handwritten signature, likely of the City Clerk, in dark ink.

A handwritten signature of Lou L. Hogen in dark ink.

City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: March 9, 2015

TO: Purchasing Director

SUBJECT: **APPROVAL TO ENTER INTO A CONTRACT WITH PRISM –
DEPARTMENT OF PUBLIC PROPERTY**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes approval to enter into a contract with Prism (Partnership for Rhode Island Streetlight Management), for the purchase and upgrades of city street lights, in a total amount not to exceed Eighteen Thousand (\$18,000.00) Dollars, all in accordance with the request of Alan Sepe, Director, in communication dated March 4, 2015.

cc: Pur.Dir.
Contr.
P. Property
File

A handwritten signature, likely of the Purchasing Director, is written over the distribution list.

A handwritten signature of Loui L. Hogen is written above the title "City Clerk".
City Clerk