IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

In re:	Chapter 11
CENTRAL FALLS DETENTION FACILITY CORPORATION, d/b/a Donald W. Wyatt Detention Facility	Case No. 26- _____
Debtor.[1]	

DEBTOR'S MOTION FOR EMERGENCY DETERMINATION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) APPROVING THE DEBTOR'S PROPOSED ADEQUATE ASSURANCE OF PAYMENT TO UTILITY PROVIDERS, (II) ESTABLISHING PROCEDURES TO RESOLVE REQUESTS FOR ADDITIONAL ASSURANCE, (III) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES, AND (IV) GRANTING RELATED RELIEF

The Central Falls Detention Facility Corporation (d/b/a Donald W. Wyatt Detention Facility), as debtor and debtor-in-possession in the above-captioned chapter 11 case (the "Debtor" or "CFDFC"), hereby submits this motion (this "Motion"), pursuant to sections 105(a), and 366 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 9013-2 of the Local Bankruptcy Rules and Forms of the United States Bankruptcy Court for the District of Rhode Island (the "Local Rules"), for entry of an interim order, substantially in the form attached hereto as **Exhibit A** (the "Interim Order"), and a final order, substantially in the form attached hereto as **Exhibit B** (the "Final Order"), (a) approving the Debtor's proposed adequate assurance of payment for future utility services; (b) establishing procedures to resolve requests for additional adequate assurance; (c) prohibiting utility companies from altering, refusing, or

[1] The last four digits of the Debtor's federal employer identification number are 5439. The address of the Debtor is 950 High Street, Central Falls, RI 02863.

discontinuing service; (d) scheduling a final hearing (the "Final Hearing") on the Motion; and (e) granting related relief. In support of this Motion, the Debtor respectfully states as follows.

Jurisdiction

1. The United States Bankruptcy Court for the District of Rhode Island (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are sections 105(a), and 366 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rule 9013-2.

Background

3. On July 10, 2026, (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case") in this Court. The Debtor continues to operate and maintain its non-profit detention facility and manage its property as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in this Chapter 11 Case, and no committees have been appointed or designated.

4. Additional information regarding the Debtor's business and financial structure, the circumstances leading to the commencement of this Chapter 11 Case, and the facts and circumstances supporting this Motion is set forth in the *Declaration of Daniel S. Polsky in Support of the Debtor's Chapter 11 Petition and First Day Relief* (the "First Day Declaration"), which has been filed with the Court contemporaneously herewith and is incorporated by reference herein.

Relief Requested

5. By this Motion, pursuant to sections 366 and 105(a) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, the Debtor requests entry of an interim order, substantially in a

form attached hereto as **Exhibit A** (the "Interim Order") and, pending a final hearing on the Motion, a final order, substantially in a form attached hereto as **Exhibit B** (the "Final Order"): (a) approving the Debtor's proposed form of adequate assurance of payment to the Utility Providers (as defined below), (b) establishing procedures to resolve requests for additional adequate assurance, (c) prohibiting the Utility Providers (as defined below) from altering, refusing, or discontinuing service to, or discriminating against, the Debtor on account of the commencement of this Chapter 11 Case or outstanding prepetition invoices, and (d) granting related relief.

6. Pursuant to Local Rule 9013-2(d)(2), Debtor respectfully requests that the Court grant the relief requested in this Motion on an emergency basis for the reasons set forth and given the urgent nature of the consideration of this Motion. To avoid substantial disruption to the Facility's operations and the irreparable harm resulting therefrom, the Debtor is seeking the relief requested herein on an emergency basis.

A. The Debtor's Utility Providers

7. The Debtor, in the ordinary course of business, incurs expenses for gas, water, sewer, electric, telecommunications, and other similar utility services provided by approximately nine (9) utility providers (as such term is used in section 366 of the Bankruptcy Code, collectively, the "Utility Providers"). Attached hereto as **Exhibit C** is a list of the Utility Providers providing services to the Debtor as of the Petition Date (the "Utility Service List") and the utility services that they provide.[2] On average, the Debtor spends approximately $170,000 each month on utility costs.

[2] Although the Debtor believes that the Utility Service List includes all of its Utility Providers, the Debtor reserves the right to supplement the Utility Service List if it subsequently discovers any Utility Provider has inadvertently been omitted. Additionally, the inclusion of an entity on the Utility Service List is not an admission that such entity is a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtor reserves the right to contest any such characterization.

8. Uninterrupted utility services are essential to the Debtor's ongoing operations and, therefore, to the success of its reorganization. Indeed, any interruption of utility services, even for a brief period of time, would negatively affect the Debtor's operations, revenues, and the safety and security of its detainees and staff, seriously jeopardizing the Debtor's reorganization efforts and, ultimately, value maximization and creditor recoveries. It is therefore critical that utility services continue uninterrupted during this Chapter 11 Case.

B. <u>The Proposed Adequate Assurance</u>

9. The Debtor intends to pay postpetition obligations owed to the Utility Providers in in a timely manner and has sufficient funds to do so. To provide the Utility Providers with adequate assurance pursuant to section 366 of the Bankruptcy Code, the Debtor proposes to deposit $85,000, an amount an amount equal to approximately one half of the Debtor's average monthly cost of utility services, calculated using the historical average for such payments during the twelve (12) months before the Petition Date (the "<u>Adequate Assurance Deposit</u>"), into a newly created, segregated, interest-bearing account maintained at UMB Bank, N.A. (the "<u>Utility Deposit Account</u>").[3] Absent compliance with the Adequate Assurance Procedures (as defined herein), each Utility Provider shall be deemed to have: (a) stipulated that the Adequate Assurance Deposit constitutes adequate assurance of payment to such Utility Provider within the meaning of section 366 of the Bankruptcy Code; and (b) upon the expiration of twenty (20) days after such Utility Provider receives notice of the Interim Order (or of the Final Order, if the Utility Provider does not receive notice of the Interim Order), waived any right to seek additional or different adequate assurance during the course of this Chapter 11 Case. The Debtor further requests that the Court

[3] For the avoidance of doubt, all Adequate Assurance Deposits will be maintained in the same Utility Deposit Account.

order that any Adequate Assurance Deposit required by, and deposited into, the Utility Deposit Account on behalf of any Utility Provider pursuant to the procedures described herein shall revert to the Debtor at the conclusion of this Chapter 11 Case unless the Debtor, in its sole discretion (but subject to any cash collateral order and budget then in effect), agrees to an alternate arrangement.

10. In the event that, after entry of the Interim Order, the Debtor amends the Utility Service List to add one or more Utility Providers, the Debtor shall promptly add to the Utility Deposit Account an Adequate Assurance Deposit for each such additional Utility Provider, in an amount determined as described above.

11. The Debtor submits that the Adequate Assurance Deposit, in conjunction with the Debtor's demonstrated ability to pay for future utility services in the ordinary course of business as provided for in the Debtor's *Motion for Emergency Determination for Entry of Interim and Final Orders (I) Authorizing the Debtor (A) To Use Cash Collateral and (B) Grant Liens and Provide Superpriority Administrative Expense Claims; (II) Granting Protection to Prepetition Secured Party; (III) Modifying the Automatic Stay; (IV) Scheduling A Final Hearing; and (V) Granting Related Relief* filed contemporaneously herewith (together, the "Proposed Adequate Assurance"), constitutes sufficient adequate assurance to the Utility Providers. If any Utility Provider believes additional assurance is required, that Utility Provider may request such assurance pursuant to the procedures set forth below.

C. Proposed Adequate Assurance Procedures

12. In light of the severe consequences to the Debtor of any interruption in services by the Utility Providers, but recognizing the right of the Utility Providers to evaluate the Proposed Adequate Assurance on a case-by-case basis, the Debtor proposes that the Court approve and adopt the following procedures (the "Adequate Assurance Procedures"):

a. Within three (3) business days after entry of the Interim Order, the Debtor will mail a copy of the Interim Order to the Utility Providers on the Utility Service List.

b. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of deposits, prepayments, or otherwise, it must serve a request (an "Additional Assurance Request") upon (i) Central Falls Detention Facility Corporation, 950 High Street, Central Falls, RI 02863 Attn.: Warden; (ii) proposed counsel to the Debtor, Troutman Pepper Locke LLP, 111 Huntington Avenue, 9th floor, Boston, MA 02199, Attn.: Jonathan W. Young and Hanna Redd and Troutman Pepper Locke LLP, 111 S. Wacker Drive, Chicago, IL 60606, Attn: Aaron C. Smith.; (iii) proposed co-counsel for the Debtor, Partridge Snow & Hahn LLP, 40 Westminster Street, Suite 1100, Providence, RI 02903, Attn.: Daniel E. Burgoyne and Matthew A. Lopes, Jr.; (iv) counsel to UMB Bank, N.A., as successor trustee under the Indenture of Trust dated June 1, 2005 (the "Bond Trustee"), Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., (A) One Financial Center, Boston, MA 02111, Attn: Ian A. Hammel, and (B) 919 Third Avenue, New York, NY 10022, Attn: Megan M. Preusker and Kaitlin R. Walsh; (v) local counsel to the Bond Trustee, Duffy & Sweeney, a Division of Stevens and Lee, 321 S. Main St., Suite 400, Providence, RI 02903, Attn: Robert M. Duffy; and (vi) the Office of the United States Trustee for Region 1, 5 Post Office Square, Suite 1000, Boston, MA 02109, Attn: Sandra Nicholls (collectively, the "Notice Parties").

c. Any Additional Assurance Request must: (i) be made in writing; (ii) set forth the location at which utility services are provided; (iii) include a summary of the Debtor's payment history relevant to the affected account(s), including any security deposits; (iv) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (v) be actually received by the Notice Parties not later than 20 days after the Utility Provider receives notice of the Interim Order (or the Final Order, if the Utility Provider does not receive notice of the Interim Order).

d. Upon the Debtor's receipt of any Additional Assurance Request at the addresses set forth above, the Debtor shall have the greater of: (i) 20 days from the receipt of such Additional Assurance Request; and (ii) 45 days from the Petition Date (collectively, the "Resolution Period") to negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance of payment, during which time the Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtor.

e. The Debtor may, in its sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in its sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and other forms of security, without further order of the Court if the Debtor believes such additional assurance is reasonable; provided, however, that the Debtor must provide notice to counsel to the Bond Trustee of any proposed resolution of an Additional Assurance Request and any such agreement to provide additional adequate assurance must be consistent with the cash collateral budget as approved by the Bond Trustee and any orders authorizing the use of cash collateral.

f. If the Debtor determines that the Additional Assurance Request is not reasonable and is not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtor, during or immediately after the Resolution Period, will request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.

g. Pending resolution of any such Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtor on account of unpaid charges for prepetition services or on account of any objections to the Debtor's Adequate Assurance. Each Utility Provider shall be deemed to have adequate assurance of payment unless and until (i) the Debtor, in its sole discretion, agrees to (A) an Additional Assurance Request or (B) an alternative adequate assurance payment with the Utility Provider during the Resolution Period; or (ii) the Court enters an order requiring that additional adequate assurance of payment be provided.

h. Any Utility Provider who does not make an Additional Assurance Request in accordance with the Adequate Assurance Procedures shall be deemed to have received adequate assurance of payment "satisfactory" to such Utility Provider in compliance with section 366 of the Bankruptcy Code.

i. Each Utility Provider is forbidden from altering, refusing, or discontinuing service on account of any prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance, absent compliance with the Adequate Assurance Procedures.

D. Subsequent Modifications of Utility Services List

13. Although the Debtor has made an extensive and good-faith effort to identify all of the Utility Providers that provide Utility Services as set forth on the Utility Services List, certain Utility Providers may not be listed therein. To the extent that the Debtor identifies additional Utility

Providers, the Debtor shall promptly file amendments to the Utility Services List and serve copies of the Interim Order or, as the case may be, the Final Order on any newly identified Utility Provider. Additionally, the Debtor will increase the amount of the Adequate Assurance Deposit to account for any newly identified Utility Provider.

14. The Debtor requests that the proposed Interim Order and proposed Final Order approving this Motion be binding on all Utility Providers, regardless of when the Utility Provider is added to the Utility Services List. The Debtor shall have the period specified in the proposed Adequate Assurance Procedures to seek to resolve any subsequently added Utility Provider's Additional Assurance Request by mutual agreement with the Utility Provider without further order of the Court or to schedule a Determination Hearing with the Court to determine the adequacy of assurance of payment with respect to such Utility Provider in accordance with such Adequate Assurance Procedures.

15. The Debtor requests that all Utility Providers, including subsequently added Utility Providers, be prohibited from altering, refusing, or discontinuing utility services to the Debtor absent further order of the Court.

Basis for Relief

16. The relief requested will ensure the continuation of the Debtor's business at this critical juncture as the Debtor transitions into chapter 11. The relief requested also provides the Utility Providers with a fair and orderly procedure for determining requests for additional adequate assurance, without which the Debtor could be forced to address multiple requests by Utility Providers in a disorganized manner at a critical period in this Chapter 11 Case when the Debtor's efforts should be more productively focused on restructuring its business for the benefit of all parties in interest.

A. The Proposed Adequate Assurance Is Sufficient

17. Section 366 of the Bankruptcy Code is designed with the dual purpose of protecting debtors from being cut off from utility services and providing utility companies with adequate assurance that the debtor will be able to pay for postpetition services. *See* H.R. REP. NO. 95-595, at 350 (1978), *as reprinted in* 1978 U.S.C.C.A.N 5963, 6306. To that end, pursuant to section 366(c) of the Bankruptcy Code, during the first 30 days of a chapter 11 case, a utility company may not alter, refuse, or discontinue service to, or discriminate against, a debtor solely on the basis of the commencement of a chapter 11 case or unpaid prepetition amounts, but after the first 30 days a utility company may alter, refuse, or discontinue service if a debtor does not provide adequate "assurance of payment" for postpetition utility services in satisfactory form. *See* 11 U.S.C. § 366(c).

18. Section 366(c)(1)(A) of the Bankruptcy Code defines "assurance of payment" of postpetition charges as "(i) a cash deposit; (ii) a letter of credit; (iii) a certificate of deposit; (iv) a surety bond; (v) a prepayment of utility consumption; or (vi) another form of security that is mutually agreed on between the utility and the debtor or the trustee." *Id.* § 366(c)(1)(A). Section 366(c)(1)(B) of the Bankruptcy Code, though, expressly excludes from such definition an administrative expense priority for a utility's claim. *See id.* § 366(c)(1)(B). In addition, section 366(c)(3)(B) of the Bankruptcy Code provides a list of factors that courts are *not* to consider when evaluating whether a proposed adequate assurance payment is in fact adequate. *See id.* § 366(c)(3)(B). These factors include (a) the absence of security before the petition date, (b) the debtor's history of timely payments, and (c) the availability of an administrative expense priority. *Id.*

19. Although section 366(c) clarifies what does and does not constitute "assurance of payment" and what can be considered in determining whether such assurance is adequate, Congress, in enacting that section, did not divest this Court of its power to determine what amount, if any, is necessary to provide adequate assurance of payment to a Utility Provider. *See* 11 U.S.C. § 366(c)(3)(A). Specifically, section 366(c)(3)(A) states that, "[o]n request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment . . ." *Id.* Thus, there is nothing to prevent a court from deciding, on the facts of the case before it, that the amount required of a debtor to provide adequate assurance of payment to a utility company should be nominal or even zero. Prior to the enactment of section 366(c) of the Bankruptcy Code, courts frequently made such rulings pursuant to section 366(b) of the Bankruptcy Code. *See Va. Elec. & Power Co. v. Caldor, Inc.,* 117 F.3d 646, 650 (2d Cir. 1997) ("Even assuming that 'other security' should be interpreted narrowly, we agree with the appellees that a bankruptcy court's authority to 'modify' the level of the 'deposit or other security,' provided for under § 366(b), includes the power to require no 'deposit or other security' where none is necessary to provide a utility supplier with 'adequate assurance of payment.'").

20. Although section 366(c)(2) of the Bankruptcy Code allows a utility to take action if the debtor fails to provide adequate assurance of payment that is "satisfactory" to the utility, it is the Bankruptcy Court and not the utility that is the ultimate arbiter of what is "satisfactory" assurance for purposes of section 366 of the Bankruptcy Code, taking into consideration the needs of the debtor as well as the utility. *See, e.g.*, *In re Penn. Cent. Transp. Co.*, 467 F.2d 100, 103 (3d Cir. 1972) (affirming bankruptcy court's decision that no utility deposit was necessary where such deposits would "jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already [were] reasonably protected"). Indeed, section 366 of the Bankruptcy

Code only requires that assurance of payment be "adequate," and courts construing section 366(b) have long recognized that adequate assurance of payment does not constitute an absolute guarantee of the debtor's ability to pay. *See, e.g.*, *Mass. Elec. Co. v. Keydata Corp. (In re Keydata Corp.)*, 12 B.R. 156, 158 (B.A.P. 1st Cir. 1981) ("[A]dequate assurance of payment does not require an absolute guarantee of payment."); *In re Caldor, Inc.*, 199 B.R. 1, 3 (S.D.N.Y. 1996) ("Section 366(b) requires [a] [b]ankruptcy [c]ourt to determine whether the circumstances are sufficient to provide a utility with 'adequate assurance' of payment. The statute does not require an 'absolute guarantee of payment."), *aff'd sub nom. Va. Elec. & Power Co. v. Caldor, Inc.*, 117 F.3d 646 (2d Cir. 1997); *In re Adelphia Bus. Solutions, Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002) ("[I]n determining adequate assurance, a bankruptcy court is not required to give a utility company the equivalent of a guaranty of payment"); *In re New Rochelle Telephone Corp.*, 397 B.R. 633, 639 (Bankr. E.D.N.Y. 2008) ("Adequate assurance, however, is not a guarantee of payment; rather, it is intended to guard against the utility assuming an unreasonable risk of non-payment.").

21. Further, in light of the scarcity of resources inherent when a debtor files for chapter 11, courts consider what is "need[ed] of the utility for assurance, and . . . require that the debtor supply *no more than that,* since the debtor almost perforce has a conflicting need to conserve scarce financial resources." *Caldor,* 117 F.3d at 650 (emphasis in original). Indeed, "[c]ourts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full." *In re Great Atl. & Pac. Tea Co.,* No. 11-CV-1338 (CS), 2011 WL 5546954, at *5 (S.D.N.Y. Nov. 14, 2011) (citations omitted); *In re Keydata Corp.*, 12 B.R. at 158 ("What is required is that the utility be protected from an unreasonable risk of nonpayment.").

22. The Debtor submits that the Proposed Adequate Assurance and the Utility Deposit Account provide more than adequate assurance of future payment to the Utility Providers. Furthermore, the Debtor expects that its revenue from continued operations, coupled with its cash on hand and expected access to cash collateral, will be sufficient to pay its operating costs, including utility costs, as those costs come due. Moreover, the Debtor has a powerful incentive to stay current on its utility obligations because of its reliance on utility services for its operations and the safety and security of its detainees and staff. These factors, which the Court may (and should) consider when determining the amount of any adequate assurance payments, justify a finding that the Proposed Adequate Assurance and the Utility Deposit Account are more than sufficient to assure the Utility Providers of future payment, and satisfy section 366(b) of the Bankruptcy Code.

23. Furthermore, the Adequate Assurance Procedures are reasonably calculated to allow all Utility Providers the opportunity to seek additional or different adequate assurance of payment to the extent they believe their particular circumstances so warrant, in an efficient manner that balances the Debtor's need for uninterrupted utility services with the Utility Providers' rights under section 366(c) to help shape the type and amount of adequate assurance of payment they receive. In contrast, if the Adequate Assurance Procedures are not approved, the Debtor could be forced to address numerous requests by the Utility Providers in a disorganized manner during the critical first weeks of this Chapter 11 Case. Moreover, a Utility Provider could blindside the Debtor by unilaterally deciding—on or after the thirtieth day following the Petition Date — that it has not received adequate assurance, and could immediately discontinue service or make an exorbitant demand for payment to continue service. Discontinuation of utility service would shut down the Debtor's operations, put this Chapter 11 Case in jeopardy, and create substantial safety and

security concerns for the Debtor's detainees and staff. Accordingly, the Court should authorize the Adequate Assurance Procedures as satisfying section 366(c) of the Bankruptcy Code.

24. Courts have consistently found that adequate assurance of fifty percent (50%) of a debtor's estimated monthly cost or two weeks' estimated utilities cost satisfies the requirements of section 366 of the Bankruptcy Code.[4] Similar relief is also appropriate here.

B. <u>Adequate Assurance Procedures Are Reasonable and Appropriate</u>

25. The Court has the power to approve these Adequate Assurance Procedures pursuant to section 105(a) of the Bankruptcy Code, which provides that a bankruptcy court "may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. 11 U.S.C. § 105(a). The proposed Adequate Assurance Procedures are reasonable because they will ensure that the Utility Services continue while providing a streamlined process for Utility Companies to challenge the adequacy of the Proposed Adequate Assurance or seek an alternative form of adequate assurance. If a Utility Provider does not believe the Proposed Adequate Assurance is "satisfactory," such Utility Provider may file an objection or an Adequate Assurance Request pursuant to the Adequate Assurance Procedures described above.

26. Adequate Assurance Procedures are necessary and appropriate to carry out the provisions of the Bankruptcy Code, particularly section 366. Bankruptcy courts in this Circuit, including in this District, have approved similar procedures in comparable complex chapter 11 cases. *See, e.g.*, *In re UTGR, Inc. d/b/a Twin River, et al.*, Case No. 09-12418-ANV (Bankr. D.

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[4] *See, e.g.*, *In re GT Advanced Technologies, Inc*., Case No. 14-11916 (Bankr. D. N.H. Oct. 30, 2014) (authorizing segregated adequate assurance account with approximate aggregate cost for two weeks of Utility Services calculated from cost of Utility Services over past twelve months); *In re Isaacson Steel, Inc.*, Case No. 11-12415 (JMD) (Bankr. D.N.H. July 20, 2011); *In re Continental Construction Co., Inc*., Case No. 08-14558 (Bankr. D. Mass. July 28, 2008); *see also In re Cyxtera Technologies, Inc*., Case No. 23-14853 (JKS) (Bankr D.N.J. June 29, 2023) (approving adequate assurance deposit equal to approximately half of debtors' monthly utility expenses on final basis); *In re Bed Bath & Beyond, Inc*., Case No. 23-13359 (VFP) (Bankr. D.N.J. May 17, 2023) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. May 18, 2023) (same).

R.I. June 23, 2009) (Dkt. No. 36); *In re LRGHEALTHCARE*, Case No. 20-10892-MAF (Bankr. D. N.H. Oct. 29, 2020) (Dkt. No. 137); *In re GT Advanced Techs., Inc.*, Case No. 14-11916-CJP (Bankr. D. N.H. Oct. 30, 2014) (Dkt. No. 388); *In re Isaacson Steel, Inc.*, Case No. 11-12415-JMD (Bankr. D. N.H. July 20, 2011) (Dkt. No. 85); *In re Modern Cont'l Const. Co., Inc.*, Case No. 08-14558-WCH (Bankr. D. Mass. July 28, 2008) (Dkt. No. 216). Accordingly, the Proposed Adequate Assurance and the Adequate Assurance Procedures are necessary, appropriate, and in the best interests of the Debtor's estate and all other parties-in-interest in this Chapter 11 Case. Accordingly, the Court should grant the relief requested herein in full.

Debtor's Compliance with Bankruptcy Rule 6003 and Local Rule 9013-2

27. Pursuant to Local Rule 9013-2(d)(2), the Debtor respectfully requests emergency consideration of this Motion under Bankruptcy Rule 6003, which provides that the Court must not grant an application or motion within the first 21 days after the Petition Date "[u]nless relief is needed to avoid immediate and irreparable harm." FED. R. BANKR. P. 6003(a) (2024). As described above, it is essential that the Debtor is assured immediate and continuous access to the Utility Providers' services. Any disruption in the Debtor's ability to obtain those services would result in an immediate interruption or diminution in the Debtor's business operations and potentially create substantial safety and security concerns, all to the detriment of the Debtor's estate and all parties in interest in this Chapter 11 Case. Accordingly, the Debtor submits that it has satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 to support granting the relief requested herein. In accordance with Local Rule 9013-2(d)(2), the Debtor requests that the Court schedule an emergency hearing to consider the relief requested in this Motion. An emergency hearing is critical to enabling the Debtor to continue to maintain and operate its business without disruption and to prevent delay in the efficient administration of this Chapter 11 Case.

Debtor's Compliance with
<u>Bankruptcy Rule 6004(a) and Waiver of Bankruptcy Rule 6004(h)</u>

28. To implement the foregoing successfully, the Debtor requests that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances, and waive any stay of the effectiveness of the order approving this Motion under Bankruptcy Rule 6004(h). Pursuant to Bankruptcy Rule 6004(h), "[u]nless the court orders otherwise, an order authorizing the use, sale, or lease of property (other than cash collateral) is stayed for 14 days after the order is entered." FED. R. BANKR. P. 6004(h) (2024). As explained above, the relief requested herein is essential to avoid the immediate and irreparable harm that would be caused by the Debtor's inability to transition smoothly into chapter 11. The Debtor submits that ample cause exists to justify finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

<u>Reservation of Rights</u>

29. Nothing contained herein is intended to be or shall be deemed as (a) an implication or admission as to the validity of any claim against the Debtor, (b) a waiver or limitation of the Debtor's or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (c) a waiver of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (d) a waiver of the obligation of any party in interest to file a proof of claim, (e) an agreement or obligation to pay any claims, (f) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (g) an admission as to the validity of any liens satisfied pursuant to this Motion, or (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any

payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtor's or any other party in interest's rights to dispute such claim subsequently.

Motion Practice

30. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated, and a discussion of their application to the Motion. Accordingly, the Debtor submits that the Motion satisfies Local Rule 9013-1(a).

Limitation of Notice Requested

31. The Debtor has provided notice of this Motion, and once established, will provide notice of the Emergency Hearing, either by electronic mail or facsimile and/or by overnight mail to: (a) the Office of the United States Trustee for the District of Rhode Island; (b) counsel to the Bond Trustee; (c) counsel to the City of Central Falls; (d) the entities listed on the Consolidated List of Creditors Holding the 20 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); and (e) the Internal Revenue Service.

32. Due to the urgency of the circumstances surrounding this Motion (as more fully described herein and in the First Day Declaration) and the nature of the relief requested herein, the Debtor respectfully requests that the Court approve such limited notice to the foregoing parties as both appropriate and sufficient under the circumstances pursuant to Local Rule 9013-2(d)(2)(B).

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WHEREFORE, for the reasons set forth herein and in the First Day Declaration, the Debtor respectfully requests that the Court enter the Interim Order and the Final Order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, granting the relief requested herein and such other and further relief as the Court deems appropriate.

Dated: July 10, 2026

PARTRIDGE SNOW & HAHN LLP

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Proposed Counsel to the Debtor and Debtor in Possession

NOTICE REGARDING EMERGENCY RELIEF

The foregoing Motion requests relief on an emergency basis. Pursuant to Local Rule 9013-2, written responses are required within the time established by the Court. If no response time is established by the Court, responses may be filed up to the time that the hearing is convened.

EXHIBIT A

Proposed Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

In re: CENTRAL FALLS DETENTION FACILITY CORPORATION, d/b/a Donald W. Wyatt Detention Facility Debtor.[1]	Chapter 11 Case No. 26- _____

INTERIM ORDER (I) APPROVING DEBTOR'S PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY PROVIDERS, (II) ESTABLISHING PROCEDURES TO RESOLVE REQUESTS FOR ADDITIONAL ASSURANCE, (III) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the of the above-captioned debtor and debtor in possession (the "Debtor" or "CFDFC") for entry of an interim order (this "Interim Order") (a) approving the Debtor's proposed adequate assurance of payment to Utility Providers; (b) establishing procedures to resolve requests for additional adequate assurance; (c) prohibiting utility companies from altering, refusing, or discontinuing services; and (d) scheduling a Final Hearing, as all more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate

[1] The last four digits of the Debtor's federal employer identification number are 5439. The address of the Debtor is 950 High Street, Central Falls, RI 02863.

[2] All capitalized terms used but otherwise not defined herein shall have the meaning ascribed in the Motion.

under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and upon any hearing held on the Motion; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled; and upon consideration of the First Day Declaration; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor and its estate as contemplated by Bankruptcy Rule 6003 and is in the best interests of the Debtor, its estate, creditors, and all parties in interest; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.

2. The Adequate Assurance Deposit and the Adequate Assurance Procedures are hereby approved on an interim basis and are deemed adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

3. Until such time as the Court makes a final determination on the relief requested in the Motion, all Utility Providers, including, without limitation, those listed on **Exhibit C** attached to the Motion are prohibited from altering, refusing, or discontinuing utility services to the Debtor, on account of any unpaid prepetition charges, or otherwise discriminating against the Debtor on account of any unpaid prepetition charges or any perceived inadequacy of the Debtor's Proposed Adequate Assurance. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures set forth herein.

4. To the extent not already deposited, the Debtor shall, on or before the date which is twenty (20) days after the date of this Interim Order, deposit the Adequate Assurance Deposit in the amount of $85,000 into the Utility Deposit Account for Utility Providers; provided, however, that upon confirmation of any plan of any chapter 11 plan in this Chapter 11 Case, without further order of this Court, the Utility Deposit Account shall be closed and all funds therein shall revert to the Debtor's estate (if not returned or applied sooner).

5. The Debtor may adjust the amount in the Utility Deposit Account or deposit the Adequate Assurance Deposit directly with Utility Providers (a) to account for the termination of Utility Services by the Debtor, (b) to account for the addition of parties to the Utility Services List, and (c) in accordance with the terms of any agreement between the Debtor and the affected Utility Provider.

6. Notwithstanding anything else in this Interim Order, the Debtor may provide a Utility Provider another form of security that is mutually agreed on between the Utility Provider and the Debtor without further order of this Court; provided that any such grant of security shall be consistent with the cash collateral budget as approved by the Bond Trustee and any order(s) authorizing the use of cash collateral.

7. Notwithstanding anything to the contrary in this Interim Order, all deposits and any other payments made or action taken by the Debtor pursuant to the authority granted in this Interim Order must be in compliance with, and shall be subject to any orders: (a) approving the Debtor's use of cash collateral and related relief then in effect, including any budget(s) in connection therewith; and (b) approving the Debtor's continued use of its cash management system.

8. The inclusion of any entity on, as well as any omission of any entity from, the Utility Services List shall not be deemed an admission by the Debtor that such entity is, or is not,

a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtor reserves all rights and defenses with respect thereto.

9. The Debtor is authorized to amend the Utility Services List to the extent the Debtor terminates the services of any Utility Provider or identifies additional Utility Provider, and this Interim Order shall apply to any such Utility Provider that is added to the Utility Service List.

10. The Debtor may terminate the services of any Utility Provider and is authorized to immediately reduce the Adequate Assurance Deposit by the amount held on account of such terminated Utility Provider.

11. The Debtor shall serve a copy of the Motion, this Interim Order, and the Final Hearing Notice on each Utility Provider listed on the Utility Service List no later than three (3) business days after the date this Interim Order is entered, and similarly serve a copy of the Motion, this Interim Order, and the Final Hearing Notice on each Utility Provider subsequently added by the Debtor to the Utility Service List promptly after such Utility Provider is added to the Utility Service List.

12. Nothing contained in the Motion or this Interim Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be deemed as (a) an implication or admission as to the validity of any claim against the Debtor, (b) a waiver of the Debtor's or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (c) a waiver of the Debtor's or any party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (d) a waiver of the obligation of any party in interest to file a proof of claim, (e) an agreement or obligation to pay any claims, (f) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (g) an admission as to the validity of any liens satisfied pursuant to the Motion, or (h) an approval, assumption, adoption,

or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

13. The final hearing, if required, to consider entry of an order granting the relief requested in the Motion on a final basis shall be held on **_________, 2026 at __:__ a.m./p.m. (prevailing Eastern Time)** (the "Final Hearing"); and any objection to entry of such order shall be in writing, filed with this Court, and served upon the parties noticed with the Motion, in each case so as to be received no later than **________, 2026 at 4:00 p.m. (prevailing Eastern Time).** If no such objection is filed to the Motion in accordance with this provision, this Court may enter the relief requested herein on a final basis without further notice or hearing.

14. The following Adequate Assurance Procedures are hereby approved:

a. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of deposits, prepayments, or otherwise, it must serve a request (an "Additional Assurance Request") upon (i) Central Falls Detention Facility Corporation, 950 High Street, Central Falls, RI 02863, Attn.: Warden; (ii) proposed counsel to the Debtor, Troutman Pepper Locke LLP, 111 Huntington Avenue, 9th floor, Boston, MA 02199, Attn.: Jonathan W. Young and Hanna Redd and Troutman Pepper Locke LLP, 111 S. Wacker Drive, Chicago, IL 60606, Attn: Aaron C. Smith; (iii) proposed co-counsel for the Debtor, Patridge Snow & Hahn LLP, 40 Westminster Street, Suite 1100, Providence, RI 02903, Attn.: Daniel E. Burgoyne and Matthew A. Lopes, Jr.; (iv) counsel to the Bond Trustee, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., (A) One Financial Center, Boston, MA 02111, Attn: Ian A. Hammel, and (B) 919 Third Avenue, New York, NY 10022, Attn: Megan M. Preusker and Kaitlin R. Walsh; (v) local counsel to the Bond Trustee, Duffy & Sweeney, a Division of Stevens and Lee, 321 S. Main St., Suite 400, Providence, RI 02903, Attn: Robert M. Duffy; and (vi) the Office of the United States Trustee for Region 1, 5 Post Office Square, Suite 1000, Boston, MA 02109, Attn: Sandra Nicholls (collectively, the "Notice Parties").

b. Any Additional Assurance Request must: (i) be made in writing; (ii) set forth the location at which utility services are provided; (iii) include a summary of the Debtor's payment history relevant to the affected account(s), including any security deposits; (iv) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (v) be actually received by the

Notice Parties not later than 20 days after the Utility Provider receives notice of the Interim Order (or the Final Order, if the Utility Provider does not receive notice of the Interim Order).

c. Upon the Debtor's receipt of any Additional Assurance Request at the addresses set forth above, the Debtor shall have the greater of (i) 20 days from the receipt of such Additional Assurance Request and (ii) 45 days from the Petition Date (collectively, the "Resolution Period") to negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance of payment, during which time the Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtor.

d. The Debtor may, in its sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court, and may, in connection with any such agreement, in its sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and other forms of security, without further order of the Court if the Debtor believes such additional assurance is reasonable; *provided, however,* that the Debtor must provide notice to counsel to the Bond Trustee of any proposed resolution of an Additional Assurance Request and any such agreement to provide additional adequate assurance must be consistent with the cash collateral budget as approved by the Bond Trustee and any orders authorizing the use of cash collateral.

e. If the Debtor determines that the Additional Assurance Request is not reasonable and is not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtor, during or immediately after the Resolution Period, will request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.

f. Pending resolution of any such Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtor on account of unpaid charges for prepetition services or on account of any objections to the Debtor's Adequate Assurance. Each Utility Provider shall be deemed to have adequate assurance of payment unless and until (i) the Debtor, in its sole discretion (but subject to any cash collateral order and budget in effect), agrees to (A) an Additional Assurance Request or (B) an alternative adequate assurance payment with the Utility Provider during the Resolution Period; or (ii) the Court enters an order requiring that additional adequate assurance of payment be provided.

g. Any Utility Provider that does not make an Additional Assurance Request in accordance with the Adequate Assurance Procedures shall be deemed to have received adequate assurance of payment "satisfactory" to such Utility Provider in compliance with section 366 of the Bankruptcy Code.

h. Each Utility Provider is forbidden from altering, refusing, or discontinuing service on account of any prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance, absent compliance with the Adequate Assurance Procedures.

15. Absent compliance with the Adequate Assurance Procedures, each Utility Provider shall be deemed to have (a) stipulated that the Adequate Assurance Deposit constitutes adequate assurance of payment to such Utility Provider within the meaning of section 366 of the Bankruptcy Code, and (b) upon the expiration of twenty (20) days after such Utility Provider receives notice of the Interim Order (or of the Final Order, if the Utility Provider does not receive notice of the Interim Order), waived any right to seek additional or different adequate assurance during the course of this Chapter 11 Case.

16. The requirements set forth in Bankruptcy Rule 6003(a) are satisfied by the contents of the Motion or otherwise deemed waived.

17. Notice of the Motion as provided therein shall be deemed good and sufficient notice, and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice or otherwise deemed waived.

18. Notwithstanding the provisions of Bankruptcy Rules 6004(h), the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

19. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order in accordance with the Motion.

20. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Interim Order.

Dated: _____________, 2026
Providence, Rhode Island

____
The Honorable John A. Dorsey, Jr.
United States Bankruptcy Judge

<u>EXHIBIT B</u>

Proposed Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF RHODE ISLAND

In re:	)	Chapter 11
CENTRAL FALLS DETENTION FACILITY CORPORATION, d/b/a Donald W. Wyatt Detention Facility	)	Case No. 26- _____
Debtor.[1]	)	

FINAL ORDER (I) APPROVING DEBTOR'S PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITY PROVIDERS, (II) ESTABLISHING PROCEDURES TO RESOLVE REQUESTS FOR ADDITIONAL ASSURANCE, (III) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING SERVICES, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the of the above-captioned debtor and debtor in possession (the "Debtor" or "CFDFC"), for entry of a final order (this "Final Order") (a) approving the Debtor's proposed adequate assurance of payment to Utility Providers; (b) establishing procedures to resolve requests for additional adequate assurance; and (c) prohibiting utility companies from altering, refusing, or discontinuing services, as all more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this and this Court having

1 The last four digits of the Debtor's federal employer identification number are 5439. The address of the Debtor is 950 High Street, Central Falls, RI 02863.

2 All capitalized terms used but otherwise not defined herein shall have the meaning ascribed in the Motion.

reviewed the Motion; and upon any hearing held on the Motion; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled; and upon consideration of the First Day Declaration; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors, and all parties in interest; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein on a final basis.

2. The Adequate Assurance Deposit and the Adequate Assurance Procedures are hereby approved and are deemed adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

3. To the extent not already deposited, the Debtor shall, on or before the date which is twenty (20) days after the date of this Interim Order, deposit the Adequate Assurance Deposit in the amount of $85,000 into the Utility Deposit Account for Utility Providers; provided, however, that upon confirmation of any plan of any chapter 11 plan in this Chapter 11 Case, without further order of this Court, the Utility Deposit Account shall be closed and all funds therein shall be immediately returned to the Debtor’s estate (if not returned or applied sooner).

4. The Debtor may adjust the amount in the Utility Deposit Account or deposit the Adequate Assurance Deposit directly with Utility Providers (a) to account for the termination of Utility Services by the Debtor, (b) to account for the addition of parties to the Utility Services List, and (c) in accordance with the terms of any agreement between the Debtor and the affected Utility Company.

5. The inclusion of any entity on, as well as any omission of any entity from the Utility Services List shall not be deemed an admission by the Debtor that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtor reserves all rights and defenses with respect thereto.

6. Notwithstanding anything else in this Final Order, the Debtor may provide a Utility Provider another form of security that is mutually agreed on between the Utility Provider and the Debtor without further order of this Court; provided that any such grant of security shall be consistent with the cash collateral budget as approved by the Bond Trustee and any order(s) authorizing the use of cash collateral.

7. Notwithstanding anything to the contrary in this Final Order, all deposits and any other payments made or action taken by the Debtor pursuant to the authority granted in this Final Order must be in compliance with, and shall be subject to any orders: (a) approving the Debtor's use of cash collateral and related relief then in effect, including any budget(s) in connection therewith and (b) approving the Debtor's continued use of its cash management system

8. The Debtor is authorized to amend the Utility Services List, attached to the Motion as **Exhibit C**, to the extent the Debtor terminates the services of any Utility Provider or identifies additional Utility Provider, and this Final Order shall apply to any such Utility Provider that is added to the Utility Service List.

9. The Debtor may terminate the services of any Utility Provider and is authorized to immediately reduce the Adequate Assurance Deposit by the amount held on account of such terminated Utility Provider.

10. The Debtor shall serve a copy of the Motion and this Final Order on each Utility Provider listed on the Utility Service List no later than three (3) business days after the date this

Final Order is entered, and similarly serve a copy of the Motion and this Final Order on each Utility Provider subsequently added by the Debtor to the Utility Service List promptly after such Utility Provider is added to the Utility Service List.

11. Nothing contained in the Motion or this Final Order or any payment made pursuant to the authority granted by this Order is intended to be or shall be deemed as (a) an implication or admission as to the validity of any claim against the Debtor, (b) a waiver of the Debtor's or any party in interest's rights to dispute the amount of, basis for, or validity of any claim, (c) a waiver of the Debtor's or any party in interest's rights under the Bankruptcy Code or any other applicable nonbankruptcy law, (d) a waiver of the obligation of any party in interest to file a proof of claim, (e) an agreement or obligation to pay any claims, (f) a waiver of any claims or causes of action which may exist against any creditor or interest holder, (g) an admission as to the validity of any liens satisfied pursuant to the Motion, or (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code.

12. Notwithstanding any provision in the Bankruptcy Code or Bankruptcy Rules to the contrary, Debtor is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this Final Order, and Debtor may, in its discretion and without further delay, take any action and perform any act authorized under or contemplated by this Final Order.

13. The following Adequate Assurance Procedures are hereby approved:

a. If a Utility Provider is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of deposits, prepayments, or otherwise, it must serve a request (an "Additional Assurance Request") upon (i) Central Falls Detention Facility Corporation, 950 High Street, Central Falls, RI 02863, Attn.: Warden; (ii) proposed counsel to the Debtor, Troutman Pepper Locke LLP, 111 Huntington Avenue, 9th floor, Boston, MA 02199, Attn.: Jonathan W. Young and Hanna Redd and Troutman Pepper Locke LLP, 111 S. Wacker Drive, Chicago, IL 60606, Attn: Aaron C. Smith.; (iii) proposed co-counsel for the Debtor, Partridge Snow & Hahn LLP, 40 Westminster Street, Suite 1100, Providence, RI 02903, Attn.: Daniel E. Burgoyne and Matthew A. Lopes, Jr.; (iv) counsel to the Bond Trustee, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., (A) One Financial Center, Boston, MA 02111, Attn: Ian A. Hammel, and (B) 919 Third Avenue, New York, NY 10022, Attn: Megan M. Preusker and Kaitlin R. Walsh; (v) local counsel to the Bond Trustee, Duffy & Sweeney, a Division of Stevens and Lee, 321 S. Main St., Suite 400, Providence, RI 02903, Attn: Robert M. Duffy, and (vi) the Office of the United States Trustee for Region 1, 5 Post Office Square, Suite 1000, Boston, MA 02109, Attn: Sandra Nicholls (collectively, the "Notice Parties").

b. Any Additional Assurance Request must: (i) be made in writing; (ii) set forth the location at which utility services are provided; (iii) include a summary of the Debtor's payment history relevant to the affected account(s), including any security deposits; (iv) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (v) be actually received by the Notice Parties not later than 20 days after the Utility Provider receives notice of the Interim Order (or the Final Order, if the Utility Provider does not receive notice of the Interim Order).

c. Upon the Debtor's receipt of any Additional Assurance Request at the addresses set forth above, the Debtor shall have the greater of (i) 20 days from the receipt of such Additional Assurance Request and (ii) 45 days from the Petition Date (collectively, the "Resolution Period") to negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance of payment, during which time the Utility Provider shall be prohibited from altering, refusing, or discontinuing service to the Debtor.

d. The Debtor may, in its sole discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Provider and without further order of the Court and may, in connection with any such agreement, in its sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including, but not limited to, cash deposits, prepayments, and other forms of security, without further order of the Court if the Debtor believes such additional assurance is reasonable; *provided, however,* that the Debtor must provide notice to counsel to the Bond Trustee of any proposed resolution of an Additional Assurance Request and any such agreement to provide additional adequate assurance must be consistent with the cash collateral budget as approved by the Bond Trustee and any orders authorizing the use of cash collateral.

e. If the Debtor determines that the Additional Assurance Request is not reasonable and is not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtor, during or immediately after the Resolution Period, will request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.

f. Pending resolution of any such Determination Hearing, the Utility Provider filing such Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing service to the Debtor on account of unpaid charges for prepetition services or on account of any objections to the Debtor's Adequate Assurance. Each Utility Provider shall be deemed to have adequate assurance of payment unless and until (i) the Debtor, in its sole discretion (but subject to any cash collateral order and budget then in effect), agrees to (A) an Additional Assurance Request or (B) an alternative adequate assurance payment with the Utility Provider during the Resolution Period; or (ii) the Court enters an order requiring that additional adequate assurance of payment be provided.

g. Any Utility Provider who does not timely make an Additional Assurance Request in accordance with the Adequate Assurance Procedures shall be deemed to have received adequate assurance of payment "satisfactory" to such Utility Provider in compliance with section 366 of the Bankruptcy Code.

h. Each Utility Provider is forbidden from altering, refusing, or discontinuing service on account of any prepetition charges, or requiring additional assurance of payment other than the Proposed Adequate Assurance, absent compliance with the Adequate Assurance Procedures

14. Absent compliance with the Adequate Assurance Procedures set forth in the Motion and this Final Order, each Utility Provider shall be deemed to have (a) stipulated that the Adequate Assurance Deposit (if requested) constitutes adequate assurance of payment to such Utility Provider within the meaning of section 366 of the Bankruptcy Code and (b) upon the expiration of twenty (20) days after such Utility Provider receives notice of this Final Order, waived any right to seek additional or different adequate assurance during the course of this Chapter 11 Case.

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice, and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice or otherwise deemed waived.

16. Notwithstanding the provisions of Bankruptcy Rules 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

17. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

18. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Dated: ___________, 2026
Providence, Rhode Island

____
The Honorable John A. Dorsey, Jr.
United States Bankruptcy Judge

Exhibit C

Utility Service List

	Utility Provider Name	Type of Services Provided	Utility Provider Mailing Address	Account Number(s)	Average Monthly Spend
1.	Rhode Island Energy	Gas & Electric	Rhode Island Energy 280 Melrose St. Providence, RI 02907	39274-25011, 91568-67014, 14360-80019, 54181-37019	$40,000 per month
2.	NRG Direct Energy	Gas	NRG Business Marketing LLC 804 Carnegie Center, Princeton, NJ, 08540	950 High Street/ 5418137019 950 High Street/ 9156867014	$15,000 per month
3.	BP British Petroleum	Electric	BP British Petroleum 501 Westlake Park Boulevard Houston TX 77079	286201	$30,000 per month
4.	Pawtucket Water Supply Board	Water	Pawtucket Water Supply Board 85 Branch St. Pawtucket, RI 02860	47419-250150, 47421-250160, 47423-258370, 47425-258370	$20,000 per month
5.	Narragansett Bay Commission	Sewer	Narragansett Bay Commission 1 Service Rd. Pawtucket, RI 02905	0104156-100240, 0104157-071281	$40,000 per month
6.	WasteXpress	Waste Management (Refuse)	60 Amflex Drive Cranston, RI 02921	127921	$15,000 per month
7.	Aqueduct Technologies, Inc.	Telecommunications	Aqueduct Technologies, Inc. 150 Royall St, Canton, MA 02021	AQTQ11399-01	$4,000 per month
8.	Cox Business	Internet	JP Murphy Hwy West Warwick, RI 02893	238-3195029-01	$4,000 per month
9.	Bardon's H20 Technology/ Metro Group, Inc.	Water Treatment	The Metro Group, Inc. 55 West Street, Suite 3 Wilmington, MA 01887	WYABBA-00	$377 per month