

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 7782

Investigation into the Establishment of a Standard-Offer)	Hearing at
Price for Baseload Renewable Power under the Sustainably)	Montpelier, Vermont
Priced Energy Enterprise Development ("SPEED") Program)	September 6, 2013
)	

Order entered: 12/12/2013

I. INTRODUCTION

In 2011, Act 47¹ mandated the establishment of a standard-offer price for certain baseload renewable power.² In an Order dated October 29, 2012, the Public Service Board ("Board") established a standard-offer price schedule for baseload renewable power (Ryegate biomass facility) that is represented by a levelized price of \$0.10 per kWh and that included a fuel pass-through mechanism, by which the price will be adjusted to reflect changes in Ryegate's fuel costs.

In the October 29, 2012, Order, the Board directed the Hearing Officers and the parties to conduct further proceedings to consider the adjustment of the standard-offer price paid to Ryegate based on the installation of selective catalytic reduction ("SCR").

The Board's directive was based upon the understanding that installation of SCR would allow Ryegate to qualify for a higher class of renewable energy credits ("RECs") in other states and therefore could be an investment that would save Vermont ratepayers over time.

1. Public Act No. 47 (2011 Vt., Bien. Sess.), codified in 30 V.S.A. § 8005.

2. Ryegate Associates ("Ryegate") is the owner of an existing 20.5 MW biomass generation facility in Ryegate, Vermont, that is defined as baseload renewable power under the Act. It is the only facility in Vermont that meets the criteria for baseload renewable power.

The Vermont distribution utilities have now reached an agreement with Ryegate under which Ryegate and the utilities will share the expected additional REC revenues if Ryegate elects to install an SCR facility.

With this proposal for decision, we recommend that the Board approve the agreement between Ryegate and the Vermont distribution utilities for the installation of SCR and allocation of the resulting REC revenues.

II. STATUTORY AND PROCEDURAL HISTORY

In 2005, the Vermont General Assembly established the Sustainably Priced Energy Enterprise Development ("SPEED") program to encourage the development of renewable energy resources in Vermont, as well as the purchase of renewable power by the State's electric distribution utilities.³ In response to the legislation, the Board promulgated Board Rule 4.300 to implement the SPEED program. Board Rule 4.300 also established a SPEED Facilitator to encourage the development of resources under the program.⁴

In 2011, Act 47 mandated the establishment of a standard-offer price for certain baseload renewable power by November 1, 2012. The statute sets forth the factors that are to be used by the Board in setting a price.

In an October 29, 2012, Order, the Board established a standard-offer price schedule for baseload renewable power (Ryegate biomass facility) that is represented by a levelized price of \$0.100 per kWh. The standard-offer price schedule included a fuel pass-through mechanism, by which the standard-offer price will be adjusted to reflect changes in Ryegate's fuel costs. In the October 29, 2012, Order, the Board directed the Hearing Officers and the parties to conduct further proceedings to consider the adjustment of the standard-offer price paid to Ryegate based on the installation of SCR.

3. Those portions of Title 30 concerning renewable energy in general, and the SPEED program in particular, are set forth in 30 V.S.A. Chapter 89.

4. 30 V.S.A. § 8005(b)(1) requires the Board to "name one or more entities" as SPEED Facilitator. VEPP Inc. presently is the designated SPEED Facilitator and operates under a contract with the Board.

On April 15, 2013, Ryegate filed with the Board a copy of the power purchase agreement ("PPA") executed with the SPEED Facilitator.

On September 4, 2013, Ryegate and the Vermont distribution utilities (City of Burlington Electric Department ("BED"), Green Mountain Power Corporation ("GMP"), Vermont Electric Cooperative, Inc., Washington Electric Cooperative, Inc., Town of Stowe Electric Department, and Vermont Public Power Supply Authority (on behalf of its members)⁵) filed a Stipulation which included a proposed REC-sharing agreement. All stipulating parties have executed signature pages except for BED, due to its need to obtain City Council approval prior to execution.

On September 6, 2013, the Hearing Officers held a technical hearing. At the hearing, the Stipulation and exhibits were entered into evidence.

On September 12, 2013, GMP filed a letter clarifying evidence provided on REC values in the technical hearing. We are admitting the letter into evidence in this proceeding as Exhibit GMP-1.

On September 13, 2013, Ryegate filed a Proposed Findings of Fact and Order. Ryegate also requested that a discovery response concerning emissions level at the Ryegate facility be entered into evidence. We are admitting the discovery response into evidence in this proceeding as Exhibit Ryegate-9.

III. SCR INSTALLATION AT THE RYEGATE FACILITY

Pursuant to 30 V.S.A. § 8, and based on the record and evidence before us, we present the following findings of fact and conclusions of law to the Board.

5. Barton Village, Inc. Electric Department; Village of Enosburg Falls Water & Light Department; Town of Hardwick Electric Department; Village of Hyde Park Electric Department; Village of Jacksonville Electric Company; Village of Johnson Water & Light Department; Village of Ludlow Electric Light Department; Village of Lyndonville Electric Department; Village of Morrisville Water & Light Department; Village of Northfield Electric Department; Village of Orleans Electric Department; and Swanton Village, Inc. Electric Department.

Findings*Description of the Facility and SCR*

1. Ryegate operates a 20 MW wood-fired electric generation facility in Ryegate, Vermont. The Facility generates approximately 170,000 MWh of electricity per year. Exh. Ryegate-1 at 1.
2. The Ryegate facility currently controls nitrogen oxides ("NOx") emissions through the use of selective non-catalytic reduction ("SNCR"). SNCR involves the injection of ammonia into the boiler where it mixes with the boiler flue gas resulting in a chemical reaction that reduces NOx emissions. The SNCR system includes a chemical storage tank containing urea solution at a 50% concentration. The urea solution is converted to ammonia and supplied to the boiler through a heated ammonia injection grid. Exh. Ryegate-2, Attachment 1 at 1.
3. The Ryegate facility, with the SNCR operating, currently emits NOx at approximately 0.15 pounds per million Btu (lbs/mmBtu). Exh. Ryegate-9.
4. The Ryegate facility would need to achieve a NOx emission level of 0.075 lbs/mmBtu to qualify for Connecticut Class I RECs. The installation of SCR would result in NOx emissions below 0.075 lbs/mmBtu. Exh. Ryegate-9.
5. SCR involves the injection of ammonia into the flue gas ductwork after the electrostatic precipitator ("ESP") and upstream of a catalyst which results in a chemical reaction that reduces NOx emissions. SCR, like SNCR, uses a urea solution that is converted to ammonia and supplied to the ductwork through a heated ammonia injection grid. The catalyst for the SCR is housed in a steel structure located after the ESP. Exh. Ryegate-2, Attachment 1 at 1-2.
6. The expected operational life of the SCR system is 20 years. The catalyst life is estimated to be between 36 and 48 months. Exh. Ryegate-3 at 3.
7. If SCR is added to the Ryegate facility, it will operate along with the SNCR that is presently in operation. Exh. Ryegate-2, Attachment 1 at 1.
8. The SCR under consideration by Ryegate would be guaranteed to attain an emissions level of 0.065 lbs/mmBtu. NOx emission levels at the Ryegate facility would be reduced between 50 and 57 percent with the operation of SCR. Tr. 9/6/13 at 39 (Foley); exhs. Ryegate-2 and Ryegate-9.

9. The parasitic load of installing an SCR at the Facility is estimated to be 0.75 MW, reducing the annual energy output of the Ryegate facility to an estimated 165,653 MWh. Exh. Ryegate-3 at 4.

10. Installing and operating an SCR may change the Ryegate facility's fuel efficiency factor, which in turn would change the calculations utilized in Attachment E.1, "Fuel Adjustment Mechanism," of the purchase power agreement between Ryegate and the SPEED Facilitator. Tr. 9/6/13 at 43 (Spencer).

11. Ryegate is not required by state or federal law or regulation to reduce the NOx emissions of the facility beyond currently permitted levels by installing an SCR unit. Exh. Ryegate-7 at 1.

Renewable Energy Credits

12. The Ryegate facility qualifies for Connecticut Class II RECs, based on its current NOx emission levels of 0.15 lb/mmBtu. RECs are apportioned on a per MWh basis (i.e., 170,000 MWh of electric generation represents 170,000 RECs). Tr. 9/6/13 at 23 (Gibbons).

13. Connecticut Class II RECs are presently valued at approximately \$0.55 per MWh. Tr. 9/6/13 at 24 (Gibbons); exh. GMP-1.

14. Installation of an SCR unit would reduce NOx emissions from the Ryegate facility to a level that would potentially qualify the facility for higher-valued RECs in Connecticut or other New England states. Tr. 9/6/13 at 23 (Stewart).

15. Connecticut Class I RECs, RECs that Ryegate would potentially qualify for with SCR installed, are expected to be valued at approximately \$50 per MWh for the years 2013, 2014, and 2015. Tr. 9/6/13 at 24 (Stewart); exh. GMP-1.

16. New Hampshire Class III RECs, another class of RECs that Ryegate would potentially qualify for with SCR installed, are expected to be valued at approximately \$25 per MWh for 2014 vintage and \$40.00 per MWh for the vintages 2015, 2016, and 2017. Tr. 9/6/13 at 25 (Stewart); exh. GMP-1.

Stipulation

17. Ryegate and the Vermont distribution utilities ("Utilities") (collectively, "Stipulating Parties") have reached a REC-sharing agreement, which is embodied in the Stipulation, in the event Ryegate elects to install SCR at the Ryegate facility. Exh. Ryegate-1.

18. Under the Stipulation, in the event that Ryegate, at its discretion and expense, elects to install and operate SCR at the Ryegate facility, Ryegate and the Utilities agree that any RECs generated by the Ryegate facility will be distributed in the following proportions: (a) Years 0 through 2 (first 24 months) - Ryegate share of 90% and Utilities share of 10%; (b) Years 3 through 7 (next 60 months) - Ryegate and Utilities share each 50%; and (c) Years 8 through end of current PPA (remaining PPA term) - Ryegate share of 10% and Utilities share of 90%. Exh. Ryegate-1 at 3.

19. Under the Stipulation, all RECs generated after the installation of SCR by the Ryegate facility are first to be transferred to the Utilities on a quarterly or other appropriate periodic basis through the New England Power Pool Generation Information System ("NEPOOL GIS") or its successor. After transfer of RECs to the Utilities, RECs from the Ryegate facility will then be transferred to Ryegate (or an entity designated by Ryegate), either by the SPEED Facilitator or the Utilities, in accordance with the REC-sharing percentages reflected in the Stipulation. Exh. Ryegate-1 at 3-4.

20. Under the Stipulation, the Stipulating Parties agree to cooperate to adjust the method of distribution of RECs, if necessary, to comply with 30 V.S.A. § 8009(f)(1), and to cooperate in making and memorializing any other arrangements that are necessary to implement the Stipulation. Exh. Ryegate-1 at 4.

21. Under the Stipulation, the first month of REC distributions begins when RECs are actually being produced, i.e., after the SCR is operational and the RECs have been certified as something other than Connecticut Class II RECs either in Connecticut or pursuant to the provisions of a Renewable Portfolio Standard in one or more of the other New England States. The length of the last period of REC distributions is dependent on when the SCR becomes operational. Exh. Ryegate-1 at 3.

22. Under the Stipulation, any REC distributions to the Utilities shall be based on the pro-rata assignment of energy to the utility under the executed PPA for the period in which the RECs are generated. Exh. Ryegate-1 at 3.

23. Under the Stipulation, the Utilities and Ryegate agree to cooperate in seeking certification of RECs produced by the Ryegate facility (with installation of the SCR) as Connecticut Class I RECs, or any other type of REC, regardless of state or class, as may be appropriate. Ryegate is responsible for actually seeking REC certification. Exh. Ryegate-1 at 4; tr. 9/6/13 at 31-32 (Kiely and Gibbons).

24. Under the Stipulation, in order to satisfy the Connecticut definition of Class I renewable energy source, and qualify for Connecticut Class I RECs after the installation of SCR, the Utilities and Ryegate acknowledge that any portion of the energy output of the Ryegate facility in the Connecticut Class I REC market for which RECs are sold may not be claimed or counted towards meeting any Vermont renewable energy policy goal or Renewable Portfolio Standard. The Utilities and Ryegate agree to the following:

- (a) After installation of the SCR and qualification for Connecticut Class I RECs, the Utilities and Ryegate agree to not claim or count any portion of the energy output of the Ryegate facility in the Connecticut Class I REC market for which RECs are sold towards meeting any Vermont renewable energy policy goal or Renewable Portfolio Standard.
- (b) Should any portion of the energy output of the Ryegate facility be disqualified from the Connecticut Class I REC market due to such claiming or counting by any Stipulating Party, the Board will, upon request, determine the damages⁶ to be assessed

6. The agreement among the parties in this proceeding calls for the Board to award damages to a damaged Stipulating Party for any loss in REC revenues due to disqualification from the Connecticut Class I REC market. In *Green Mountain Power Corp. v. Sprint Communications*, 172 Vt. 416, 779 A.2d 687 (2001), the Vermont Supreme Court held that the Board did not have the authority "to determine liability for actual damages caused by a person in violation of the applicable provisions of the Underground Utility Damage Prevention System." Thus, at first blush, the *Sprint* decision appears to call into question the Board's ability to award damages generally, except where clearly authorized by statute.

Notwithstanding the *Sprint* decision, we conclude that this agreement among the parties is within our jurisdiction to approve and enforce. All of the parties to the agreement are subject to the Board's jurisdiction. Under the agreement, it is our understanding that the Board is not determining liability for damages for violations of a statute or regulations where state law does not provide for such a damages determination. Rather, the Board is being asked to enforce the conditions of a settlement agreement among the parties. These parties have reached agreement that they must take certain actions to avoid disqualification of the RECs from the Connecticut Class I REC market. They have further agreed that the other parties to the agreement should be compensated for the loss of REC revenues in the event a party's breach causes such loss. Through the agreement, they have essentially requested that the Board serve as an arbiter to effectuate their agreement. This will also serve to allow the Board to enforce its orders, including this Order. Based on this understanding of the Board's function under the agreement, we conclude that it does not run afoul of the *Sprint* decision.

to the responsible Stipulating Party (or Parties) and awarded to the damaged Stipulating Party (or Parties) for any loss in REC revenues due to such disqualification. Said damages shall be limited to the loss in REC revenue, and both the responsible and damaged Stipulating Parties shall have the duty to mitigate damages. In no event shall any Stipulating Party be subject to incidental, consequential or punitive damages. Should the Ryegate facility be disqualified from the Connecticut Class I REC market due to any action other than as specified in (a), this section will not apply. Stipulating Parties not responsible for the disqualification will bear no liability under this section.

(c) No Stipulating Party or Parties will be held responsible for damages which may result from complying with any new or existing Vermont statutory or regulatory reporting requirements that require the generation of the Ryegate facility to be counted for renewable generation. Additionally, no Stipulating Party or Parties will be held responsible if an unrelated party including but not limited to the Department of Public Service, the Board, or the SPEED Facilitator issues any reporting that counts the generation of the Ryegate facility toward the Vermont renewable goals.

Exh. Ryegate-1 at 4-5.

25. If SCR is installed at the Ryegate facility, Ryegate will pay 100% of the costs for construction and operation. The cost for the installation of SCR at the Ryegate facility is estimated to be between \$6 and \$8 million. Exhs. Ryegate-5 at 5; Ryegate-1 at 3; and Ryegate-7 at 2.

26. Assuming current REC values, under the first two years of the Stipulation when the Utilities will only receive a 10% share of the RECs, the Utilities receive a higher expected return than if they were to receive a 100% share of the Connecticut Class II RECs. Assuming these REC values, the Stipulation would benefit ratepayers by reducing the cost paid by Vermont Utilities under the existing PPA. Exh. GMP-1.

Discussion

In the October 29, 2012, Order, the Board directed the Hearing Officers and the parties to conduct further proceedings to consider the adjustment of the standard-offer price paid to Ryegate based on the consideration of higher REC prices which may result from the installation of SCR.

The Stipulating Parties in this proceeding have proposed a REC sharing agreement in the event that Ryegate installs and operates SCR at the Ryegate facility and qualifies for higher value RECs. Under the proposed Stipulation, any RECs generated by the Ryegate facility, after the installation of SCR, will be distributed in the following proportions: (1) years 0 through 2, Ryegate will receive a 90% share of the RECs and the Utilities will receive 10% share; (2) years 3 through 7, Ryegate and the Utilities will each receive a 50% share of the RECs; and (3) years 8 through end of the existing PPA, Ryegate will receive 10% share of the RECs and the Utilities will receive 90% of the RECs.

Pursuant to 30 V.S.A. § 8009(f)(2), the pro-rata share of any RECs attributable to Ryegate's electricity generation are transferred by the SPEED Facilitator to the Vermont distribution utilities who are required to purchase power under the executed PPA. Under the proposed Stipulation, after transfer of RECs to the distribution utilities, a portion of the RECs will be transferred to Ryegate in accordance with the REC-sharing percentages reflected in the Stipulation.

We recommend that the Board approve the proposed REC-sharing agreement contained in the Stipulation. Under the REC-sharing agreement, if SCR is installed at the Ryegate facility, Ryegate will pay 100 percent of the costs for construction and operation. The 10-year contract price established by the Board in its October 29, 2012, Order does not account for the installation of an SCR and its financial implications. Thus, the risk of the installation of SCR initially rests solely upon Ryegate. The REC-sharing agreement provides an incentive for Ryegate to make an investment in SCR by allowing Ryegate to recover costs associated with the installation and operation of SCR by selling RECs; in the first two years of the agreement, Ryegate receives 90% of the incremental REC value, which is expected to cover the SCR installation costs.

At the same time, the REC-sharing agreement provides benefits to Vermont ratepayers by effectively reducing the cost paid by the distribution utilities under the existing PPA. Assuming current Connecticut Class I and New Hampshire Class III REC values, under the first two years of the Stipulation when the distribution utilities will only receive 10% share of the RECs, the distribution utilities receive a higher expected return from selling RECs than if they were to receive 100% share of the Connecticut Class II RECs. After the first two years, Vermont distribution utilities, and as a result their ratepayers, will receive a larger portion of the incremental REC values, producing greater benefits.

In addition, the residents of Vermont benefit from reduced NOx emissions through the installation of SCR.

The Department, while not a party to the Stipulation, generally supports the Board's approval of the proposed REC-sharing agreement in the Stipulation. The Department acknowledged the direct economic benefits to the State of Vermont and ratepayers from the higher value of RECs, as well as environmental benefits associated with reduced NOx emissions.⁷

Pursuant to Connecticut General Statutes § 16-1(26), electricity derived from otherwise qualified sources may be ineligible to qualify for Connecticut Class I RECs if such electricity is "claimed or counted by a load-serving entity, province or state toward compliance with renewable portfolio standards or renewable energy policy goals in another province or state, other than the state of Connecticut." To ensure that the power output from Ryegate qualifies for the more valuable RECs in Connecticut, under the proposed Stipulation, the Stipulating Parties jointly request that the Board require that RECs associated with any portion of the energy output of the Ryegate facility that are sold as Connecticut Class I RECs not be claimed or counted towards meeting any Vermont renewable energy policy goal or Renewable Portfolio Standard.

We recommend that the Board require that any portion of the energy output of the Ryegate facility associated with the RECs sold as Connecticut Class I RECs not be claimed or counted towards meeting any Vermont renewable energy policy goal or Renewable Portfolio Standard. This requirement will help enable any RECs generated after the installation of SCR at the Ryegate facility to qualify as Connecticut Class I RECs.

Finally, we recommend that the Board affirmatively adopt this provision and require the SPEED Facilitator to coordinate with Ryegate to revise the executed PPA to reflect the REC-sharing agreement. Revisions to the PPA should include: (1) adjusting Attachment E.2 of the executed power purchase agreement to reference the REC-sharing agreement; and (2) adjusting the calculation utilized in Attachment E.1 as necessary to reflect alterations to the Facility's efficiency factor.

7. Tr. 9/6/13 at 38-40 (Foley).

IV. CONCLUSION

With this proposal for decision, we recommend that the Board approve the REC-sharing agreement proposed by the Stipulating Parties which results in effectively reducing the cost paid by the distribution utilities under the existing PPA.

Pursuant to the Stipulation, the Stipulating Parties have waived their rights under 3 V.S.A. § 811 to file written comments or present oral argument with respect to any proposal for decision issued by the Hearing Officers concerning the Stipulation, provided such proposal for decision is consistent in all material respects with the Stipulation.

Dated at Montpelier, Vermont, this 26th day of November, 2013.

s/George E. Young

George E. Young, Esq.
Co-Hearing Officer

s/Mary Jo Krolewski

Mary Jo Krolewski
Co-Hearing Officer

V. ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Public Service Board ("Board") of the State of Vermont that:

1. The findings and recommendations of the Hearing Officers are adopted.
2. In the event that Ryegate Associates ("Ryegate"), in its discretion and expense, elects to install and operate selective catalytic reduction ("SCR") at the Ryegate facility, any renewable energy credits ("RECs") generated by the Ryegate facility shall be distributed in the following proportions:
 - (a) Years 0 through 2 (first 24 months) - Ryegate share of 90% and Vermont distribution utilities ("Utilities") share of 10%;
 - (b) Years 3 through 7 (next 60 months) - Ryegate share of 50% and Utilities share of 50%;
 - (c) Years 8 through end of current power purchase agreement ("PPA") (remaining PPA term) - Ryegate share of 10% and Utilities share of 90%.
3. The distribution of RECs to the Utilities shall be based on the pro-rata assignment of energy to the utility under the PPA, and in accordance with 30 V.S.A. § 8009(g), for the period in which the RECs are generated.
4. Distribution of all RECs generated by the Ryegate facility pursuant to 30 V.S.A. § 8009(f)(2) shall occur on a quarterly or other appropriate periodic basis through the transfer of electronic RECs in the New England Power Pool Generation Information System or its successor. After distribution of RECs to the Utilities under 30 V.S.A. § 8009(f)(2) is first satisfied, RECs from the Ryegate facility will then be transferred to Ryegate (or an entity designated by Ryegate), either by the SPEED Facilitator or the Utilities, in accordance with the percentages reflected in paragraph 2 above.
5. The Utilities and Ryegate shall cooperate to adjust the method of distribution of RECs, if necessary, to comply with 30 V.S.A. § 8009(f)(1), and to cooperate in making and memorializing any other arrangements that are necessary to implement the REC-sharing agreement.
6. The Utilities and Ryegate shall cooperate in seeking certification of RECs produced by the Ryegate facility (with installation of SCR) as Connecticut Class I RECs, or any other type of REC, regardless of state or class, as may be appropriate.
7. In order to satisfy the Connecticut definition of Class I renewable energy source, after installation of the SCR and qualification for Connecticut Class I RECs, RECs associated with any

portion of the energy output of the Ryegate facility that are sold as Connecticut Class I RECs shall not be claimed or counted towards meeting any Vermont renewable energy policy goal or Renewable Portfolio Standard.

8. In order to satisfy the Connecticut definition of Class I renewable energy source, after installation of the SCR and qualification for Connecticut Class I RECs, the Utilities and Ryegate (collectively, the "Stipulating Parties") shall be responsible for the following:

(a) The Utilities and Ryegate shall not claim or count any portion of the energy output of the Ryegate facility in the Connecticut Class I REC market for which RECs are sold towards meeting any Vermont renewable energy policy goal or Renewable Portfolio Standard.

(b) Should any portion of the energy output of the Ryegate facility be disqualified from the Connecticut Class I REC market due to such claiming or counting by any Stipulating Party, the Board shall, upon request, determine the damages to be assessed to the responsible Stipulating Party (or Parties) and awarded to the damaged Stipulating Party (or Parties) for any loss in REC revenues due to such disqualification. Said damages shall be limited to the loss in REC revenue, and both the responsible and damaged Stipulating Parties shall have the duty to mitigate damages. In no event shall any Stipulating Party be subject to incidental, consequential or punitive damages. Should the Ryegate facility be disqualified from the Connecticut Class I REC market due to any action other than as specified in (a), this section will not apply. Stipulating Parties not responsible for the disqualification shall bear no liability under this section.

(c) No Stipulating Party or Parties shall be held responsible for damages which may result from complying with any new or existing Vermont statutory or regulatory reporting requirements that require the generation of the Ryegate facility to be counted for renewable generation. Additionally, no Stipulating Party or Parties will be held responsible if an unrelated party including but not limited to the Department of Public Service, the Board, or the SPEED Facilitator issues any reporting that counts the generation of the Ryegate facility toward the Vermont renewable goals.

9. Should Ryegate install and operate an SCR and qualify for RECs other than Connecticut Class II RECs, the SPEED Facilitator shall coordinate with Ryegate to revise Attachment E.2 of the executed power purchase agreement to reference the REC-sharing agreement in this Order. Ryegate shall file a copy of any revised executed power purchase agreement with the Board within two weeks of the installation of SCR at the Ryegate Facility.

10. Should Ryegate install and operate an SCR and qualify for RECs other than Connecticut Class II RECs, the SPEED Facilitator shall coordinate with Ryegate to adjust the calculation utilized in Attachment E.1 of the executed power purchase agreement as necessary to reflect alterations to the Facility's efficiency factor. Ryegate shall file a copy of any revised executed power purchase agreement with the Board within two weeks of the installation of SCR at the Ryegate Facility.

Dated at Montpelier, Vermont, this 12th day of December, 2013.

OFFICE OF THE CLERK

FILED: December 12, 2013

ATTEST: s/Susan M. Hudson
Clerk of the Board

NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: psb.clerk@state.vt.us)

Appeal of this decision to the Supreme Court of Vermont must be filed with the Clerk of the Board within thirty days. Appeal will not stay the effect of this Order, absent further order by this Board or appropriate action by the Supreme Court of Vermont. Motions for reconsideration or stay, if any, must be filed with the Clerk of the Board within ten days of the date of this decision and Order.