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**State of Vermont
Public Service Board**

November 10, 2016

NOTICE PURSUANT TO VERMONT
PUBLIC SERVICE BOARD RULE 4.104(A)

PSB Docket No. 8840

You are hereby notified that Ampersand Gilman Hydro, LP has requested that the Vermont Public Service Board approve a proposed power purchase agreement between Ampersand Gilman Hydro, LP and the Rule 4.100 Purchasing Agent (the "Agreement"). The Agreement concerns the purchase of energy and capacity from a 4.9 MW hydroelectric plant located in Gilman, Vermont. A copy of the Agreement is attached to this Notice.

Pursuant to Vermont Public Service Board ("Board") Rule 4.104(A), you are hereby notified of the request for approval of the Agreement and provided with an opportunity for a hearing on Ampersand Gilman Hydro, LP's request.

Persons wishing to request a hearing in this matter must file their request with the Board on or before November 29, 2016. If no requests are received, the Board may approve the proposed Agreement without a hearing.

VERMONT PUBLIC SERVICE BOARD

By:

A handwritten signature in blue ink, appearing to read "Holly R. Anderson".

Holly R. Anderson
Deputy Clerk of the Board

DRAFT
VERMONT PUBLIC SERVICE BOARD RULE 4.100
POWER PURCHASE AGREEMENT

This Agreement is made between Ampersand Gilman Hydro, LP (“Producer”) and VEPP Inc. (“Purchasing Agent”), a Vermont nonprofit corporation.

RECITALS

WHEREAS, Producer desires to produce and sell Electricity in accordance with the Vermont Public Service Board (“Board”) Rule 4.100 Program, pursuant to 30 V.S.A. § 209(a)(8) and 16 U.S.C. § 824a-3 (collectively, “Statute”) and

WHEREAS; Purchasing Agent is the duly appointed Purchasing Agent under Board Rule 4.102(C); and

WHEREAS, Producer and Purchasing Agent (collectively, “Parties”) desire to enter into this Agreement to provide for the purchase and sale of Electricity and Other Products Related to Electric Generation provided by Producer’s electric generating facility described in Attachment A hereto (“Project”) pursuant to and subject to the Statute.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINED TERMS

Capitalized terms used in this Agreement shall have the following meanings.

- a. Board means the Vermont Public Service Board.
- b. Commercially Reasonable Efforts means efforts that are designed to enable a Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of, a transaction, activity or undertaking contemplated by this Agreement and that do not require the performing Party to expend any funds or assume liabilities other than expenditures and liabilities that are reasonable in nature and amount in the context of the transaction, activity or undertaking contemplated by this Agreement.
- c. Delivered, in the context of Electricity, means delivered to the interconnection point and successfully injected into the Distribution or Transmission System, and Deliver has the corresponding meaning.
- d. Distribution System means the system connected to the ISO-NE-Controlled Grid for distributing Electricity at voltages of 50 kV or less. which is owned and operated by

the Interconnecting Utility, and includes any structures, equipment or other things used for that purpose.

- e. Electricity means electric energy, measured in kWh.
- f. Force Majeure means any act, event, cause or condition that (i) prevents a Party from performing its obligations, and (ii) is beyond the affected Party's reasonable control, except that no act, event, cause or condition shall be considered to be an event of Force Majeure:
 - (1) if and to the extent the Party seeking to invoke Force Majeure has caused or contributed to the applicable act, event, cause or condition by its act, fault or negligence or has failed to use Commercially Reasonable Efforts to prevent or remedy such act, event, cause, or condition and, so far as possible and within a reasonable time period, remove it (except in the case of strikes, lockouts and other labor disturbances, the settlement of which shall be wholly within the discretion of the party involved);
 - (2) if the act, event, cause or condition involves a failure or delay on the party of the Interconnecting Utility or its agents to complete network or system upgrades or otherwise perform responsibilities under an Interconnection Agreement, and such failure or delay is attributable to a change in specifications of the interconnection point or the Project by the Producer;
 - (3) if the act, event, cause or condition is the result of a violation of law or the terms of any regulatory approval by the Party seeking to invoke Force Majeure; or
 - (4) if the act, event, cause or condition was caused by a lack of funds or other financial cause.
- g. Good Engineering and Operating Practices means any of the practices, methods and activities adopted by a significant portion of the North America electric utility industry as good practices applicable to the design, building, and operation of generating facilities of similar type, size and capacity or any of the practices, methods or activities that, in the exercise of skill, diligence, prudence, foresight and reasonable judgment by a prudent generator of Electricity in light of the facts known at the time the decision was made, reasonably could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition and laws and regulations.
- h. ISO-NE means the Independent System Operator-New England, or its successor.
- i. ISO-NE Administered Markets has the meaning given to it by the ISO-NE Market Rules.
- j. ISO-NE Controlled Grid has the meaning given to it by the ISO-NE Market Rules.

- k. Interconnecting Utility means the electric utility with which Producer enters into the Interconnection Agreement.
- l. Interconnection Agreement means the agreement or agreements entered into between the Interconnecting Utility and Producer with respect to the connection of the Project to the Distribution or Transmission System.
- m. Interconnection Costs mean all costs which are payable by Producer with respect to the interconnection of the Facility to the Distribution or Transmission System.
- n. Meter means a meter owned by or under the control of the Interconnecting Utility that measures and records the quantity of Electricity which passes through it.
- o. Net Electric Output means the capacity and energy which the Project generates, less normal and reasonable Station Service and all losses incurred before delivery to the Interconnecting Utility.
- p. Other Products Related to Electric Generation means capacity only and excludes all other transferable commodities that are directly attributable to the generation of electricity from the Project, including, but not limited to (1) tradeable renewable energy credits, as defined in 30 V.S.A. § 8002(22); (2) ancillary heat associated with engine exhaust, combined heat and power systems, or biomass systems; or (3) tax credits associated with power production.
- q. Qualified Investments means (a) obligations issued by the United States of America or any agency or instrumentality thereof; (b) re-purchase agreements with respect to obligations described in clause (a), above; (c) certificates of deposit of a bank or trust company; (d) daily interest savings accounts in a bank or trust company to the extent of any deposit insurance applicable to such accounts; (e) short-term money market funds in which a trustee customarily invests moneys entrusted to it in a fiduciary capacity; (f) securities commonly known as “commercial paper” issued by any company organized and existing under the laws of the United States of America which at the time of purchase have been rated and the ratings for which are not less than “P-1,” if rated by Moody’s Investors Service, Inc. and not less than “A-1,” if rated by Standard and Poor’s Corporation; or (g) bankers acceptances drawn on or accepted by a bank or trust company described in clause (c) above.
- r. Regulatory Approval means the receipt of any federal, state or local permit, license or other assent of any governmental body, where such assent is required for lawful construction and/or operation of the Project.
- s. Reserve Fund means a trust fund established by the Producer to be used solely for the purposes specified in Board Rule 4.104(E)6. Any investment by the Producer of reserve fund assets shall be limited to Qualified Investments with maturities at or before the time when such assets are required to be available. Interest or profit

derived therefrom shall not be deemed part of the Reserve Fund and may be used for any lawful purpose by the Producer.

- t. Secured Lender means the lender(s) under a Security Agreement.
- u. Security Agreement means an agreement or instrument, including a deed or trust or similar instrument securing bonds or debentures, or other evidences of indebtedness, containing a charge, mortgage, pledge, security interest, assignment, sublease, deed of trust or similar instrument with respect to all or any part of the Producer's interest granted by the Producer that is security for any indebtedness, liability, or obligation of the Producer, together with any amendment, change, supplement, restatement, extension, renewal, or modification thereof.
- v. Site Control means proof of dominion over real property to the extent necessary to construct and operate the Project in accordance with the description set forth on Attachment A. Site control may be established by: (1) fee simple title to such real property; or (2) a legally enforceable written leasehold interest in such real property for at least the duration of the contract term; or (3) a legally enforceable written option with all terms stipulated, unconditionally exercisable by Producer, to purchase or lease such real property; or (4) a duly executed contract for the purchase or lease of such real property.
- w. Station Service means the Electricity used at the Project for excitation, on-site maintenance, and operation of auxiliary and other facilities that are essential to the operation of the Project.
- x. Transmission System means the system connected to the ISO-NE-Controlled Grid for distributing Electricity at voltages over 50 kV, which is owned and operated by the Interconnecting Utility, and includes any structures, equipment, or other things used for that purpose.

2. EFFECTIVE DATE

This Agreement shall become effective upon its execution by Purchasing Agent, and is of no force and effect whatsoever until that time. Both Producer and Purchasing Agent shall execute this Agreement within sixty (60) calendar days of the Board's Order approving this Agreement, otherwise this Agreement shall terminate with no further force and effect. The Purchasing Agent shall file an executed original of this Agreement with the Vermont Public Service Board.

3. PURCHASE AND SALE OF ELECTRICITY

Producer shall deliver to the Vermont Distribution Utilities through Purchasing Agent, and the Vermont Distribution Utilities shall purchase, subject to Board Rule 4.100, the entire Net Electric Output of the Project.

4. REGISTRATION OF OTHER PRODUCTS RELATED TO ELECTRIC GENERATION

Producer shall use Commercially Reasonable Efforts to obtain, register, certify, or deliver the Other Products Related to Electric Generation or any evidence of the Purchasing Agent's right, title and interest thereto to Purchasing Agent, to the ISO-NE Administered Markets or other markets, or as Purchasing Agent reasonably may direct otherwise.

5. SITE CONTROL

Producer warrants that it has the Site Control required for the Project, pursuant to the documentation set forth in Attachment B hereto.

6. QUALIFYING FACILITY

Producer warrants that the Project is a qualifying small power production facility under 16 U.S.C. § 796(17)(C) and 18 C.F.R. part 292, pursuant to the documentation set forth in Attachment C hereto and that the Project does not use fossil fuels for generation.

7. RATES AND TERM

Upon approval by the Board, Purchasing Agent shall pay Producer in accordance with the Rate Schedule and for the Term set forth in Attachment E hereto.

8. PROJECT OPERATION

Producer shall utilize Commercially Reasonable Efforts in the operation of the Project in accordance with Good Engineering and Operating Practices, the terms and conditions of any certificate of public good and any other Regulatory Approvals issued relative to the Project, and shall be solely responsible for all costs, expenses, liabilities, and other obligations associated with the Project. All operations and deliveries shall be subject to the rules and regulations of the ISO-NE bulk power system in effect during the Term of this Agreement, and Producer shall be responsible for payment of any costs, sanctions, or charges assessed by ISO-NE arising from actions or inactions of Producer.

9. INTERCONNECTION

Producer shall deliver to Purchasing Agent a copy of the executed Interconnection Agreement. At such time as the Interconnection Agreement is executed, it shall be deemed part of this Agreement and a copy shall be appended as Attachment D to this Agreement. Purchasing Agent shall be named as a named insured under any policies of insurance required under the Interconnection Agreement.

10. RESERVE FUND

A Producer seeking a long-term levelized firm rate shall establish a Reserve Fund to cover anticipated capital replacements and maintenance requirements during the Term of this Agreement, and shall be required to maintain adequate business interruption insurance, property damage insurance, and liability insurance.

11. EXCLUSIVITY

During the Term of this Agreement, Producer shall not enter into any other agreement for the sale or other conveyance of any portion of the Electricity or any Other Products Related to Electric Generation that is the subject of sale under this Agreement. Producer acknowledges that, by entering into this Agreement, Producer is waiving any and all rights to seek an alternative power sales arrangement, including but not limited to an arrangement through Board Rules 4.300 and 5.100, at any time throughout the Term set forth in this Agreement. Absent an order of the Board to the contrary, this waiver shall extend throughout the full term contemplated under this Agreement, even if this Agreement is terminated early for any reason by default, for cause or otherwise. In the event of a default by Purchasing Agent, the Board's review under this paragraph shall begin with the rebuttable presumption that Producer should be relieved of the waiver contained in this paragraph.

12. STATION SERVICE

Station service, if any is provided by the Interconnecting Utility, shall be priced only in accordance with any applicable tariff, special contract, order or other means approved by the Board.

13. PAYMENT TO PRODUCER

Purchasing Agent shall pay or cause to be paid to Producer amounts calculated in accordance with Attachment E within 45 days of the end of each billing period during which Electricity and Other Products Related to Electric Generation were provided by Producer. Purchasing Agent shall have no authority whatsoever to make payments to Producer for Electricity or Other Products Related to Electric Generation that are not Delivered. As a matter of administrative convenience, Purchasing Agent may wait to send payments to Producer until the total amount due to Producer, net of any set offs, exceeds \$100.00.

14. METERING REQUIREMENTS

Producer shall be responsible for meeting such metering requirements as may be established by Purchasing Agent or by regulatory requirement, all at Producer's expense. The testing of metering equipment shall be at the discretion of Purchasing Agent; provided, however, that Purchasing Agent shall cause such testing to be performed in accordance with ISO-NE Operating Procedure No. 18 Metering and Telemetering Criteria. Any Vermont Distribution Utility may request additional verification at any time, but all costs shall be borne by the requesting utility should the metering prove to be accurate within 2%.

15. SETTLEMENT REQUIREMENTS

Producer shall cooperate with Purchasing Agent as necessary to meet rules related to settlement of Project generation. This may include, among other actions, registering generation assets with ISO-NE.

16. EVENTS OF DEFAULT AND TERMINATION EVENT

Under this agreement, an event of default includes, but is not limited to of any of the following:

- a. Any breach of the terms of this Agreement.
- b. Producer fails to deliver any Electricity from the Project for a period of twelve consecutive months at any time after Commissioning.
- c. Producer ceases to hold any Regulatory Approval after Commissioning, the failure or cessation of which results in a lack of legal right on the part of Producer to continue to operate the Project.
- d. Any information provided by Producer relative to this Agreement or any information, representations or warranties set out in this Agreement is not true or correct in any material respect when given, or Producer commits any act of fraud in relation to this Agreement or any regulatory proceeding relating to the Project.
- e. By agreement, decree, judgment, or order of a court, Producer agrees to be treated as and/or is adjudicated bankrupt or insolvent, or real or personal property of the Project is sequestered or subject to the appointment of any third party and such agreement, decree, judgment, order of appointment continues in effect unrevoked, undischarged, and unstayed for a period of thirty (30) days after the entry or implementation thereof.
- f. Producer utilizes electricity, or any source of fuel other than the fuel type specified in Attachment A, for the generation of Electricity.
- g. Producer fails or ceases to comply with Good Engineering and Operating Practices.
- h. Producer fails to comply with applicable statutory requirements or Board Rules or Board Orders.

17. CURE PERIOD AND TERMINATION OF AGREEMENT

- a. Remedies of Purchasing Agent. Within five (5) business days after learning of an event of default, Purchasing Agent shall send a written notice to Producer and the Board specifying the default and allowing a cure period of thirty (30) days from the date of notice to Producer and the Board, unless a shorter period is ordered by the Board. If the

default is not cured within the cure period, Purchasing Agent shall send a notice of termination to Producer and the Board to take effect ten business days after the notice is sent, absent an order of the Board to the contrary.

- b. Remedies of Producer. Within five (5) business days after learning of an event of default, Producer shall send a written notice to Purchasing Agent and the Board specifying the default and allowing a cure period of thirty (30) days from the date of the notice to Purchasing Agent and the Board, unless a shorter period is ordered by the Board. If the default is not cured within the cure period, Producer shall send a notice of termination to Purchasing Agent and the Board to take effect ten business days after the notice is sent, absent an order of the Board to the contrary.

18. EFFECT OF TERMINATION OR EXPIRATION

Termination of this Agreement, whether by expiration or otherwise, shall not affect or prejudice any rights or obligations of either Party, including those relating to amounts payable under this Agreement up to and including the time of any termination.

19. FORCE MAJEURE

In the event of Force Majeure, act event, cause, or condition, Purchasing Agent shall suspend the obligations of Producer under this Agreement for a period of up to sixty (60) days. Any further suspension or remedy for a Force Majeure event shall only be in accordance with an order of the Board. The Party seeking to invoke this Force Majeure provision shall provide prompt notification of such Force Majeure act, event, cause, or condition to the other Party and the Board.

20. SECURED LENDER RIGHTS

- a. Producer shall have the right, at its cost, to enter into one or more Security Agreements upon such terms as it desires, provided that:
 - (i) in the case of a deed of trust, syndication agreement or similar instrument by which the trustee or syndication agent holds security on behalf of, or for the benefit of, other lenders, only the trustee or agent shall be entitled to exercise the rights and remedies under the Security Agreement as the Secured Lender on behalf of the lenders;
 - (ii) Purchasing Agent shall have no liability whatsoever under any Security Agreement for the payment of the principal sum secured or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and the Secured Lender shall not be entitled to seek any damages against the Purchasing Agent for any or all of the same; and

- (iii) all rights acquired by a Secured Lender under any Security Agreement shall be subject to all of the provisions of this Agreement, including the restrictions on assignment contained herein.
- b. While a Security Agreement remains outstanding, and provided that Purchasing Agent has received from Producer prior written notice of the name and address of the Secured Lender, Purchasing Agent shall provide a copy of any written notice of default or termination to the Secured Lender at such time that such notice is sent to Producer. Subject to the provisions of this Agreement, a Secured Lender may enforce any Security Agreement and acquire Producer's interest in the Project in any lawful way, subject to (1) receipt of any required Regulatory Approvals, (2) the honoring of all obligations of Producer under this Agreement, and (3) payment of all of Purchasing Agent's costs and expenses (including attorney fees) incurred with respect to the acquisition and any related events.
- c. Purchasing Agent, upon request of Producer, shall enter into a reasonable acknowledgement and agreement, in such form as Purchasing Agent may determine, with Producer and any Secured Lender for the purpose of implementing the Security Agreement protection provisions contained in this Agreement.

21. INDEMNIFICATION OF PURCHASING AGENT

Purchasing Agent shall not be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement for any special, indirect, incidental, punitive, exemplary or consequential damages, including loss of profits, loss of use of any property or claims of customers or contractors of the Producer for any such damages. Producer may seek review by the Board of any decision made by Purchasing Agent that materially impacts Producer. Producer shall indemnify, defend and hold Purchasing Agent, the State of Vermont, the Vermont Distribution Utilities, any transmission service providers and their respective directors, officers, employees, shareholders, advisors, and agents (including contractors and their employees) (collectively, the "Indemnitees") harmless from and against any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations, payments, costs and expenses, interest accrued thereon (including the costs and expense of, and interest accrued on, any and all actions, suits, proceedings for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and reasonable attorney fees and reasonable disbursements in connection therewith), asserted against or suffered by the Indemnitees relating to, in connection with, resulting from, or arising out of the design, construction or operation of the Project or the generation and delivery of Electricity and Other Products Related to Electric Generation therefrom or any occurrence or event relating thereto, or any occurrence or event on Producer's side of the interconnection point, or a breach by Producer of any of its representations, warranties, obligations, or covenants contained in this Agreement.

22. JOINT AND SEVERAL LIABILITY

If Producer is not a single legal entity, then all such entities comprising Producer shall be jointly and severally liable to Purchasing Agent for all representations, warranties, obligations, covenants, and liabilities of Producer under this Agreement.

23. RECORD RETENTION

Producer and Purchasing Agent each shall keep complete and accurate records and all other data required by either of them for the purpose of proper administration of this Agreement. Without limiting the generality of the foregoing, Producer shall keep all records and other documents that may be necessary to establish, substantiate, or maintain any claim or title of Purchasing Agent to any Other Products Related to Electric Generation. All such records and other documents shall be maintained as required by law, but for no less than seven (7) years after the creation of the record or data. Producer shall provide or cause to be provided to Purchasing Agent reasonable access to the relevant and appropriate financial and operating records and data kept by it or on its behalf relating to this Agreement reasonably required for Purchasing Agent to comply with its obligations, or to verify billings, or to verify information provided in accordance with this Agreement or relating to compliance by Producer with this Agreement.

24. PROJECT INSPECTION

Purchasing Agent shall have the right to inspect the Project during normal business hours during the term of this Agreement, upon at least five (5) business days' notice to Producer.

25. NOTICES

- a. Unless otherwise stated, all notices pertaining to this Agreement shall be in writing and shall be transmitted, by the Party giving notice, via electronic mail, or if such method is unavailable, via facsimile, first-class mail, courier, or hand delivery, and addressed to the other Party as follows:

If to Producer:

Ampersand Gilman Hydro, LP
717 Atlantic Avenue, Suite 1A
Boston, MA 02111

If to Purchasing Agent:

VEPP Inc.
P.O. Box 1938
1965 Depot Street
Manchester Center, VT 05255

- b. Notice transmitted or delivered as provided above shall be deemed to have been given and received on the day it is transmitted (if by electronic mail or facsimile) or delivered (if by courier or hand delivery), provided such notice is transmitted or delivered on a business day prior to 5:00 p.m. local time in the place of delivery or

receipt. If a notice is transmitted or delivered after 5:00 p.m. local time or such day is not a business day, then such notice shall be deemed to have been given and received on the next business day. Either Party, by written notice to the other, may change its contact person, electronic mail address, facsimile number or postal address to which notices are to be sent.

26. PUBLIC RECORD REQUESTS

Producer acknowledges that Purchasing Agent's records are subject to Vermont's Access to Public Records law, 1 V.S.A. § 315 et seq. (Public Records Law). To the extent that Purchasing Agent may receive requests under the Public Records Law for information provided by Producer to Purchasing Agent, Purchasing Agent shall notify Producer of the request not later than the next business day after the request is received.

27. OTHER AMENDMENTS TO THE CONTRACT

When authorized by the Public Service Board, the Purchasing Agent may amend Attachment A of this Agreement. Otherwise, the Purchasing Agent may not amend the Agreement.

28. BUSINESS RELATIONSHIP

The relationship between the Purchasing Agent and Producer is that between independent contractors, and nothing in this Agreement shall create or be deemed to create a relationship of partnership, joint venture, fiduciary, principal and agent, or any other relationship between the Parties.

29. BINDING AGREEMENT

Except as set out otherwise in this Agreement, this Agreement shall not confer upon any person or entity, except the Parties and permitted assigns, any rights, interests, obligations or remedies under this Agreement.

30. ASSIGNMENT

Producer may assign its rights and duties under this Agreement by giving Purchasing Agent written notice of the assignment within thirty (30) days of the date of the assignment. Nothing in this provision shall be deemed to alter Producer's responsibility or obligations to obtain any and all Regulatory Approvals that may be required in conjunction with a transfer of all or part of any legal interest in the Project. Purchasing Agent may not assign its rights and duties under this Agreement, absent consent of the Board.

31. PURCHASING AGENT SETOFF RIGHTS

In addition to its other rights of setoff under this Agreement or otherwise arising in law or equity, Purchasing Agent may set off any amounts owed to it by Producer against any monies owed by Purchasing Agent to Producer.

32. PURCHASING AGENT FEE

Producer shall be required to pay a monthly Purchasing Agent Fee as, authorized by the Board. The initial Purchasing Agent Fee shall be \$675.00 per month, with the Vermont Distribution Utilities paying an equal amount. This Purchasing Agent Fee may be increased or decreased over the term of this Agreement, as authorized by the Board. The Producer shall be billed on the first day of the month after the Project begins generating electricity and shall continue to be billed for the Term of this Agreement.

33. TIME OF ESSENCE

Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

34. FURTHER ASSURANCES

Each Party, from time to time on written request of the other Party, shall perform further acts, including execution of documents, as may reasonably be required in order to fully perform and to more effectively implement and carry out the terms of this Agreement, provided that such acts shall not be inconsistent with this Agreement or any law or Regulatory Approvals pertaining to the Project.

35. MISCELLANEOUS

a. Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

b. Entire Agreement

This Agreement constitutes the entire understanding between the Parties pertaining to the subject matter of this Agreement.

c. Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement shall be binding unless executed in writing by the Party to be bound thereby and approved in writing by the Board. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall it constitute a continuing waiver or

operate as a waiver of, or estoppel with respect to, any subsequent failure to comply, unless otherwise expressly provided.

d. Board Jurisdiction

The Board shall have jurisdiction to resolve disputes arising under or in connection with this Agreement, to the fullest extent allowed by law.

IN WITNESS WHEREOF, Producer and Purchasing Agent have executed this instrument on the respective dates set forth below.

Ampersand Gilman Hydro, LP (PRODUCER)

By: _____
Duly authorized agent
Dated:

Witness: _____

VEPP Inc., acting as Purchasing Agent

By: _____
Carolyn M.X. Alderman
Dated:

Witness: _____

Attachment A
Description of Facility

The existing Gilman Hydro Project is a 4.9 MW hydroelectric generation facility located at Riverside Avenue on the Connecticut River in Gilman, Vermont. The interconnecting utility is Green Mountain Power Corporation.

Attachment B
Documentation of Site Control

The existing Gilman Hydro Project is a 4.9 MW hydroelectric facility located at Riverside Avenue on the Connecticut River in Gilman, Essex County, Vermont. Documentation of Site Control is established by FERC License No. 2392 and Warranty Deed dated December 16, 2008 by and between Dalton Hydro, LLC as Grantor and Ampersand Gilman Hydro, LP a Delaware limited partnership as Grantee and recorded in Book 79 at Page 207 of the Lunenburg Land Records.

Attachment C
Qualifying Facility Certification

The existing Gilman Hydro Project is a qualifying small power production facility under 16 U.S.C. § 796(17)(C) and 18 C.F.R. part 292 pursuant to Docket No. QF93-171-001.

Attachment D
Interconnection Agreement

The amended and restated Generation Interconnection Agreement between Central Vermont Public Service Corporation and Dalton Hydro, LLC as assigned to Ampersand Gilman Energy, LLC, Ampersand Gilman Hydro, LLC, Ampersand Gilman Biomass, LLC, and Ampersand Gilman Site Optimization on December 12, 2008 for the Gilman Hydro Project is effective as of June 2008.

**Attachment E
Rate Schedule and Term**

Ampersand Gilman Hydro, LP

Governing Order:

Electricity and Other Products Related to Electric Generation delivered pursuant to this Agreement shall be priced at the rate listed below in accordance with the provisions of this Agreement Paragraph 3 “Purchase and Sale of Electricity,” Paragraph 7 “Rates and Terms,” and the provisions of the Vermont Public Service Board Order in Docket No. 8010 dated February 9, 2015. Payment shall be made in accordance with the contract required under Board Rule 4.104(E)¹ by which the utility signifies its agreement to accept and to pay for all electricity properly allocated to it by the Purchasing Agent. Terms defined in the Agreement are used herein with their defined meanings.

Rate Schedule:

VEPP Inc. will purchase the Producer’s Net Electric Output from the Facility described in Attachment A at the following time differentiated rates:

20 YEAR CONTRACT NON-LEVELIZED													
Year	Payment Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
YR 1 2018	Peak (\$/kWh)				\$0.0498	\$0.0525	\$0.0582	\$0.0772	\$0.0690	\$0.0522	\$0.0511	\$0.0502	\$0.0571
	Off-Peak (\$/kWh)				\$0.0369	\$0.0370	\$0.0421	\$0.0459	\$0.0432	\$0.0389	\$0.0382	\$0.0389	\$0.0431
	Capacity (\$/kW)				\$7.02	\$7.02	\$11.86	\$11.86	\$11.86	\$11.86	\$11.86	\$11.86	\$11.86
YR 2 2019	Peak (\$/kWh)	\$0.0645	\$0.0638	\$0.0539	\$0.0502	\$0.0522	\$0.0602	\$0.0738	\$0.0650	\$0.0532	\$0.0507	\$0.0510	\$0.0572
	Off-Peak (\$/kWh)	\$0.0472	\$0.0477	\$0.0413	\$0.0359	\$0.0347	\$0.0431	\$0.0468	\$0.0444	\$0.0391	\$0.0378	\$0.0399	\$0.0429
	Capacity (\$/kW)	\$11.86	\$11.86	\$11.86	\$11.86	\$11.86	\$12.04	\$12.04	\$12.04	\$12.04	\$12.04	\$12.04	\$12.04
YR 3 2020	Peak (\$/kWh)	\$0.0682	\$0.0665	\$0.0565	\$0.0538	\$0.0561	\$0.0628	\$0.0816	\$0.0665	\$0.0548	\$0.0525	\$0.0537	\$0.0597
	Off-Peak (\$/kWh)	\$0.0495	\$0.0493	\$0.0432	\$0.0404	\$0.0396	\$0.0455	\$0.0491	\$0.0463	\$0.0405	\$0.0389	\$0.0414	\$0.0450
	Capacity (\$/kW)	\$12.04	\$12.04	\$12.04	\$12.04	\$12.04	\$12.28	\$12.28	\$12.28	\$12.28	\$12.28	\$12.28	\$12.28
YR 4 2021	Peak (\$/kWh)	\$0.0745	\$0.0718	\$0.0595	\$0.0545	\$0.0579	\$0.0661	\$0.0850	\$0.0679	\$0.0571	\$0.0557	\$0.0570	\$0.0639
	Off-Peak (\$/kWh)	\$0.0549	\$0.0533	\$0.0443	\$0.0399	\$0.0410	\$0.0471	\$0.0510	\$0.0469	\$0.0418	\$0.0419	\$0.0442	\$0.0481
	Capacity (\$/kW)	\$12.28	\$12.28	\$12.28	\$12.28	\$12.28	\$12.53	\$12.53	\$12.53	\$12.53	\$12.53	\$12.53	\$12.53
YR 5 2022	Peak (\$/kWh)	\$0.0765	\$0.0732	\$0.0609	\$0.0557	\$0.0585	\$0.0678	\$0.0839	\$0.0688	\$0.0579	\$0.0565	\$0.0590	\$0.0658
	Off-Peak (\$/kWh)	\$0.0562	\$0.0545	\$0.0457	\$0.0396	\$0.0392	\$0.0480	\$0.0531	\$0.0481	\$0.0430	\$0.0421	\$0.0454	\$0.0494
	Capacity (\$/kW)	\$12.53	\$12.53	\$12.53	\$12.53	\$12.53	\$12.79	\$12.79	\$12.79	\$12.79	\$12.79	\$12.79	\$12.79

Year	Payment Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
YR 6 2023	Peak (\$/kWh)	\$0.0801	\$0.0761	\$0.0639	\$0.0594	\$0.0633	\$0.0710	\$0.0874	\$0.0709	\$0.0600	\$0.0577	\$0.0601	\$0.0691
	Off-Peak (\$/kWh)	\$0.0585	\$0.0571	\$0.0482	\$0.0453	\$0.0449	\$0.0506	\$0.0550	\$0.0499	\$0.0448	\$0.0432	\$0.0467	\$0.0517
	Capacity (\$/kW)	\$12.79	\$12.79	\$12.79	\$12.79	\$12.79	\$13.06	\$13.06	\$13.06	\$13.06	\$13.06	\$13.06	\$13.06
YR 7 2024	Peak (\$/kWh)	\$0.0865	\$0.0833	\$0.0681	\$0.0607	\$0.0645	\$0.0726	\$0.0912	\$0.0766	\$0.0640	\$0.0623	\$0.0637	\$0.0750
	Off-Peak (\$/kWh)	\$0.0635	\$0.0618	\$0.0526	\$0.0460	\$0.0452	\$0.0529	\$0.0562	\$0.0530	\$0.0473	\$0.0465	\$0.0497	\$0.0559
	Capacity (\$/kW)	\$13.06	\$13.06	\$13.06	\$13.06	\$13.06	\$13.33	\$13.33	\$13.33	\$13.33	\$13.33	\$13.33	\$13.33
YR 8 2025	Peak (\$/kWh)	\$0.0983	\$0.0930	\$0.0743	\$0.0626	\$0.0632	\$0.0754	\$0.0977	\$0.0785	\$0.0655	\$0.0625	\$0.0670	\$0.0828
	Off-Peak (\$/kWh)	\$0.0727	\$0.0707	\$0.0559	\$0.0454	\$0.0436	\$0.0538	\$0.0587	\$0.0550	\$0.0482	\$0.0467	\$0.0523	\$0.0600
	Capacity (\$/kW)	\$13.33	\$13.33	\$13.33	\$13.33	\$13.33	\$13.61	\$13.61	\$13.61	\$13.61	\$13.61	\$13.61	\$13.61
YR 9 2026	Peak (\$/kWh)	\$0.1057	\$0.1021	\$0.0783	\$0.0669	\$0.0682	\$0.0789	\$0.1014	\$0.0806	\$0.0673	\$0.0634	\$0.0706	\$0.0894
	Off-Peak (\$/kWh)	\$0.0797	\$0.0765	\$0.0589	\$0.0512	\$0.0507	\$0.0567	\$0.0608	\$0.0571	\$0.0498	\$0.0477	\$0.0547	\$0.0656
	Capacity (\$/kW)	\$13.61	\$13.61	\$13.61	\$13.61	\$13.61	\$13.89	\$13.89	\$13.89	\$13.89	\$13.89	\$13.89	\$13.89
YR 10 2027	Peak (\$/kWh)	\$0.1124	\$0.1066	\$0.0819	\$0.0685	\$0.0706	\$0.0819	\$0.1062	\$0.0828	\$0.0700	\$0.0677	\$0.0739	\$0.0934
	Off-Peak (\$/kWh)	\$0.0849	\$0.0802	\$0.0608	\$0.0513	\$0.0520	\$0.0593	\$0.0638	\$0.0582	\$0.0517	\$0.0512	\$0.0573	\$0.0686
	Capacity (\$/kW)	\$13.89	\$13.89	\$13.89	\$13.89	\$13.89	\$14.19	\$14.19	\$14.19	\$14.19	\$14.19	\$14.19	\$14.19
YR 11 2028	Peak (\$/kWh)	\$0.1231	\$0.1178	\$0.0865	\$0.0696	\$0.0713	\$0.0850	\$0.1059	\$0.0830	\$0.0705	\$0.0686	\$0.0780	\$0.1011
	Off-Peak (\$/kWh)	\$0.0941	\$0.0880	\$0.0640	\$0.0514	\$0.0501	\$0.0612	\$0.0663	\$0.0594	\$0.0529	\$0.0518	\$0.0609	\$0.0757
	Capacity (\$/kW)	\$14.19	\$14.19	\$14.19	\$14.19	\$14.19	\$14.49	\$14.49	\$14.49	\$14.49	\$14.49	\$14.49	\$14.49
YR 12 2029	Peak (\$/kWh)	\$0.1307	\$0.1269	\$0.0932	\$0.0741	\$0.0757	\$0.0877	\$0.1066	\$0.0921	\$0.0745	\$0.0706	\$0.0795	\$0.1076
	Off-Peak (\$/kWh)	\$0.0996	\$0.0950	\$0.0711	\$0.0580	\$0.0551	\$0.0637	\$0.0686	\$0.0638	\$0.0560	\$0.0528	\$0.0625	\$0.0805
	Capacity (\$/kW)	\$14.49	\$14.49	\$14.49	\$14.49	\$14.49	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
YR 13 2030	Peak (\$/kWh)	\$0.1382	\$0.1323	\$0.0982	\$0.0774	\$0.0784	\$0.0923	\$0.1122	\$0.0942	\$0.0781	\$0.0761	\$0.0853	\$0.1129
	Off-Peak (\$/kWh)	\$0.1053	\$0.0997	\$0.0743	\$0.0592	\$0.0579	\$0.0680	\$0.0719	\$0.0670	\$0.0588	\$0.0574	\$0.0668	\$0.0847
	Capacity (\$/kW)	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75	\$15.02	\$15.02	\$15.02	\$15.02	\$15.02	\$15.02	\$15.02
YR 14 2031	Peak (\$/kWh)	\$0.1326	\$0.1294	\$0.0971	\$0.0787	\$0.0795	\$0.0952	\$0.1174	\$0.0954	\$0.0797	\$0.0768	\$0.0871	\$0.1117
	Off-Peak (\$/kWh)	\$0.1001	\$0.0966	\$0.0739	\$0.0583	\$0.0568	\$0.0687	\$0.0743	\$0.0692	\$0.0598	\$0.0584	\$0.0687	\$0.0822
	Capacity (\$/kW)	\$15.02	\$15.02	\$15.02	\$15.02	\$15.02	\$15.29	\$15.29	\$15.29	\$15.29	\$15.29	\$15.29	\$15.29
YR 15 2032	Peak (\$/kWh)	\$0.1144	\$0.1109	\$0.0931	\$0.0822	\$0.0864	\$0.0991	\$0.1219	\$0.0983	\$0.0831	\$0.0796	\$0.0846	\$0.1008
	Off-Peak (\$/kWh)	\$0.0865	\$0.0828	\$0.0705	\$0.0634	\$0.0641	\$0.0726	\$0.0778	\$0.0714	\$0.0629	\$0.0609	\$0.0676	\$0.0753
	Capacity (\$/kW)	\$15.29	\$15.29	\$15.29	\$15.29	\$15.29	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56
YR 16 2033	Peak (\$/kWh)	\$0.1142	\$0.1104	\$0.0956	\$0.0845	\$0.0898	\$0.1042	\$0.1275	\$0.1024	\$0.0871	\$0.0859	\$0.0889	\$0.1003
	Off-Peak (\$/kWh)	\$0.0864	\$0.0837	\$0.0719	\$0.0643	\$0.0676	\$0.0760	\$0.0820	\$0.0736	\$0.0667	\$0.0661	\$0.0715	\$0.0769
	Capacity (\$/kW)	\$15.56	\$15.56	\$15.56	\$15.56	\$15.56	\$15.84	\$15.84	\$15.84	\$15.84	\$15.84	\$15.84	\$15.84

Year	Payment Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
YR 17 2034	Peak (\$/kWh)	\$0.1158	\$0.1117	\$0.0973	\$0.0868	\$0.0935	\$0.1076	\$0.1306	\$0.1046	\$0.0895	\$0.0877	\$0.0906	\$0.1024
	Off-Peak (\$/kWh)	\$0.0873	\$0.0845	\$0.0730	\$0.0649	\$0.0675	\$0.0783	\$0.0853	\$0.0763	\$0.0692	\$0.0673	\$0.0733	\$0.0787
	Capacity (\$/kW)	\$15.84	\$15.84	\$15.84	\$15.84	\$15.84	\$16.13	\$16.13	\$16.13	\$16.13	\$16.13	\$16.13	\$16.13
YR 18 2035	Peak (\$/kWh)	\$0.1185	\$0.1145	\$0.1015	\$0.0922	\$0.0978	\$0.1096	\$0.1300	\$0.1140	\$0.0943	\$0.0914	\$0.0930	\$0.1055
	Off-Peak (\$/kWh)	\$0.0887	\$0.0871	\$0.0786	\$0.0739	\$0.0732	\$0.0821	\$0.0869	\$0.0814	\$0.0730	\$0.0697	\$0.0746	\$0.0813
	Capacity (\$/kW)	\$16.13	\$16.13	\$16.13	\$16.13	\$16.13	\$16.42	\$16.42	\$16.42	\$16.42	\$16.42	\$16.42	\$16.42
YR 19 2036	Peak (\$/kWh)	\$0.1210	\$0.1179	\$0.1046	\$0.0949	\$0.1036	\$0.1151	\$0.1394	\$0.1168	\$0.0990	\$0.0977	\$0.0972	\$0.1083
	Off-Peak (\$/kWh)	\$0.0909	\$0.0899	\$0.0811	\$0.0742	0.0768	\$0.0864	\$0.0918	\$0.0858	\$0.0760	\$0.0749	\$0.0796	\$0.0831
	Capacity (\$/kW)	\$16.42	\$16.42	\$16.42	\$16.42	\$16.42	\$16.71	\$16.71	\$16.71	\$16.71	\$16.71	\$16.71	\$16.71
YR 20 2037	Peak (\$/kWh)	\$0.1264	\$0.1230	\$0.1074	\$0.0991	\$0.1033	\$0.1197	\$0.1431	\$0.1190	\$0.1016	\$0.0991	\$0.0999	\$0.1123
	Off-Peak (\$/kWh)	\$0.952	\$0.0938	\$0.0830	\$0.0741	\$0.0747	\$0.0876	\$0.0945	\$0.0880	\$0.0781	\$0.0760	\$0.0819	\$0.0862
	Capacity (\$/kW)	\$16.71	\$16.71	\$16.71	\$16.71	\$16.71	\$17.01	\$17.01	\$17.01	\$17.01	\$17.01	\$17.01	\$17.01
2038	Peak (\$/kWh)	\$0.1325	\$0.1292	\$0.1124									
	Off-Peak (\$/kWh)	\$0.1003	\$0.0975	\$0.0868									
	Capacity (\$/kW)	\$17.01	\$17.01	\$17.01									

On-Peak Hours are defined as all non-holiday weekdays beginning at 7:00 AM and ending at 10:59 PM. All other hours are Off-Peak Hours. Holidays are specified as: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Payment for Capacity will be the above monthly capacity rates multiplied by the appropriate qualified Capacity rating as recognized by the ISO-NE in its Capacity Markets.

Term of Agreement:

This Agreement shall remain in effect for a period of twenty (20) years beginning April 1, 2018 and ending on March 31, 2038.

Setm 11/10/16
②

PSB Docket No. 8840 - SERVICE LIST

Parties:

*Geoffrey Commons, Esq.
Director of Public Advocacy AV 11/14/16
Vermont Department of Public Service
112 State Street
Montpelier, VT 05620-2601

(For Ampersand Gilman Hydro, LP)

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Carolyn Alderman, Executive Director
VEPP, Inc.
P.O. Box 1938
Manchester Center, VT 05255

*Notice of Appearance to be filed.

Interested Persons:

Lynn Fabrizio, Esq., Hearing Officer
Vermont Retail Electric Companies

VERMONT PUBLIC SERVICE BOARD
RETAIL ELECTRIC COMPANIES
AUTHORIZED TO OPERATE IN VERMONT

BARTON VILLAGE, INC. ELECTRIC DEPARTMENT

✓ David Ormiston, Finance Coordinator
PO Box 519
Barton VT 05822
(802) 525-4747

BURLINGTON ELECTRIC DEPARTMENT, CITY OF

✓ Neale Lunderville, General Manager
James Gibbons, Director of Policy & Planning
585 Pine Street
Burlington VT 05401
(802) 658-0300

✓ William F. Ellis, Esq.
McNeil, Leddy & Sheahan
271 South Union Street
Burlington, VT 05401
(802) 863-4531

ENOSBURG FALLS WATER & LIGHT DEPARTMENT, INC., VILLAGE OF

✓ Jonathan Elwell, Village Manager
42 Village Drive
Enosburg Falls VT 05450
(802) 933-4443

GREEN MOUNTAIN POWER CORPORATION

✓ Mary Powell, President
Charlotte B. Ancel, General Counsel
163 Acorn Lane
Colchester VT 05446
(802) 864-5731

✓ Carolyn Browne Anderson, Senior Corporate Counsel
2152 Post Road
Rutland, VT 05702
(802) 770-3253

HARDWICK ELECTRIC DEPARTMENT, TOWN OF

✓ Michael Sullivan, General Manager
123 North Main Street - PO Box 516
Hardwick VT 05843
(802) 472-5201

HYDE PARK ELECTRIC DEPARTMENT, VILLAGE OF

Carol Robertson, General Manager

✓ PO Box 400

Hyde Park VT 05655

(802) 888-2310

JACKSONVILLE ELECTRIC COMPANY, VILLAGE OF

✓ Pamela Moore, Clerk/Treasurer

P.O. Box 169

Jacksonville VT 05342-0169

(802) 368-7010

JOHNSON WATER & LIGHT DEPARTMENT, VILLAGE OF

✓ Meredith Birkett, Village Manager

PO Box 383

Johnson VT 05656

(802) 635-2611

LUDLOW ELECTRIC LIGHT DEPARTMENT, VILLAGE OF

✓ James V. Pallotta, Controller

9 Pond Street

Ludlow VT 05149

(802) 228-7766

LYNDONVILLE ELECTRIC DEPARTMENT, VILLAGE OF

✓ Kenneth C. Mason, Manager

20 Park Avenue - PO Box 167

Lyndonville VT 05851

(802) 626-3366

MORRISVILLE WATER & LIGHT DEPARTMENT, VILLAGE OF

✓ Craig Myotte, Manager

857 Elmore Street

Morrisville VT 05661-8408

(802) 888-3348

NORTHFIELD ELECTRIC DEPARTMENT, TOWN OF

✓ Jeffrey Schulz, Town Manager

51 South Main Street

Northfield VT 05663-1699

(802) 485-6121

ORLEANS ELECTRIC DEPARTMENT, VILLAGE OF

✓ John Morley, Manager

Municipal Building - One Memorial Square

Orleans VT 05860

(802) 754-8584

STOWE ELECTRIC DEPARTMENT, TOWN OF

✓ Ellen Burt, General Manager
56 Old Farm Road - PO Box 190
Stowe VT 05672
(802) 253-7215

SWANTON VILLAGE, INC. ELECTRIC DEPARTMENT

✓ Reginald Beliveau, Jr., Manager
20 First Street - PO Box 279
Swanton VT 05488
(802) 868-3397

VERMONT ELECTRIC COOPERATIVE, INC.

Christine Hallquist, Chief Executive Manager
✓ Victoria J. Brown, General Counsel
42 Wescom Road
Johnson VT 05656-9717
(800) 832-2667

VERMONT PUBLIC POWER SUPPLY AUTHORITY

✓ Ken Nolan, General Manager
PO Box 126
Waterbury Center, VT 05677
(802) 244-7678

WASHINGTON ELECTRIC COOPERATIVE, INC.

Patricia Richards, General Manager
✓ PO Box 8
East Montpelier VT 05651
(802) 223-5245

✓ Joshua Diamond, Esq.
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(802) 223-6166