

Regional Greenhouse Gas Initiative, Inc.

Scope of Work in Support of Virginia Department of Environmental Quality Implementation of the Virginia Carbon Dioxide (CO₂) Budget Trading Program

Regional Greenhouse Gas Initiative, Inc. ("RGGI, Inc.") will provide program implementation, administration and development services, as outlined in this Scope of Work, to the Virginia Department of Environmental Quality ("Department") to support the Commonwealth of Virginia's ("Commonwealth") participation in the Regional Greenhouse Gas Initiative ("RGGI") and the implementation of regulations for the Virginia CO₂ Budget Trading Program ("Program"). RGGI, Inc., a non-profit organization incorporated in the State of Delaware, was formed expressly to provide technical implementation and program development support services to the states participating in RGGI ("participating states").

Overview

As described more fully herein, RGGI, Inc. will provide services to support implementation of the Program in the following seven areas:

- I.** Operation of the RGGI CO₂ Allowance Tracking System (RGGI COATS), for use by the Department in administering the Program in coordination with counterpart programs in other participating states.
- II.** Operation of a regional allowance auction platform, for use by the Department in administering the Program in coordination with counterpart programs in other participating states.
- III.** Development of model offset consistency applications and model offset monitoring and verification submittal forms, suitable for customization by the Department for use in administering the offset components of the Program.
- IV.** Development of generic and category-specific guidance documents detailing the requirements for offset projects under the RGGI Model Rule, suitable for customization by the Department for use in administering the offset components of the Program.
- V.** Maintenance and operation of an accreditation process and provide materials for the accreditation of independent verifiers of offset projects, suitable for customization by the Department for use in accrediting independent offset verifiers.
- VI.** Market monitoring services for the monitoring of both allowance auction conduct and outcomes and the secondary allowance market.
- VII.** Provision of program development support services on an as-requested basis, including, but not limited to, evaluation of additional offset categories and the development of technical and policy recommendations related to specific Program elements for evaluation and consideration by the Department.

I. No Policy Role or Regulatory Authority

RGGI, Inc.'s activities under this Agreement shall not include any policy role or decision-making authority regarding policy matters of the Commonwealth, including, without limitation, the Commonwealth's positions in response to federal policies, the Commonwealth's decisions regarding any future changes to the Program, and the Commonwealth's interaction with participating states or other states that may be considering becoming a participant in RGGI. RGGI, Inc. shall also have no regulatory authority under this Agreement, including, without limitation, authority to enforce the Program and authority to interpret any provisions of the Program. All such policy roles, decision-making authority, and regulatory authority shall remain with the Commonwealth under this Agreement.

I. RGGI CO2 Allowance Tracking System (RGGI COATS)

RGGI, Inc. shall provide services to support allowance tracking for the Program through RGGI COATS. Such services shall include annual program implementation and support. RGGI COATS facilitates market participation by supporting:

- The origination, allocation, award, and transfer of CO₂ allowances.
- The certification and providing of CO₂ allowances for compliance-related tasks; and,
- The registration and submittal of applications and reports for offset projects.

II. RGGI, Inc. shall provide on-going implementation and operational support for RGGI COATS, including the tasks outlined below.

II-A. Allowance Program Management

RGGI, Inc. shall provide implementation support to the Department for all Program activities relating to CO₂ budget source account management, allowance allocations to compliance and general accounts, and allowance transfers for both general and compliance accounts. This shall include all activities necessary to support the assignment of allowances to appropriate accounts following the successful completion and Department approval of all allowance auctions, as well as the population of user accounts after Department award of offset allowances.

II-B. Emissions Data Management and Analysis

RGGI, Inc. shall perform all data management and quality assurance tasks necessary to ensure the availability of annual CO₂ emissions data from all affected units. RGGI, Inc. shall prepare and send communications to the authorized account representatives for budget sources relating to emissions values. RGGI, Inc. shall work with the Department to identify and resolve any issues relating to the submission of emissions data, and the accuracy and

completeness of the data. To the extent requested by the Department, RGGI, Inc. shall contact authorized account representatives directly to resolve any outstanding issues. RGGI, Inc. shall document all issues, their resolution, and all contacts with authorized account representatives.

II-C. Allowance Reconciliation (True-up)

RGGI, Inc. shall assist the Department with compliance assessments for the Program. RGGI COATS shall support the entry of compliance certifications required by the Program and the identification of allowances to be deducted during the compliance process. Assessments shall also factor in appropriate offset limits as a function of a source's reported emissions. RGGI, Inc. shall prepare draft and final compliance reports and will provide information to the Department regarding possible non-compliance.

II-D. User Technical Support

RGGI, Inc. shall provide technical support to industry, the Department, and public users for RGGI COATS. RGGI, Inc. shall record all technical support requests, inquiries, or other occurrences in a log that identifies the nature of the request or events, requestor, respondent, response provided, date(s) and time(s) of response, and amount of time expended on the request and response. Records shall be provided to the Department on a periodic basis, or on demand, as requested.

As necessary, RGGI, Inc. shall provide assessments and recommendations relating to performance of RGGI COATS based on the technical support levels and user feedback. RGGI, Inc. shall not be responsible for interpretation of the Department's regulations, and/or interpretation of actions taken by the Department in enforcement of those regulations.

II-E. System and Database Support

RGGI, Inc. shall be responsible for all aspects of RGGI COATS maintenance and database support and management. This shall include on-going database quality assurance activities, management of all user accounts and security, coordination and monitoring of the Application Service Provider support activities, database, security and application performance, and all other tasks designed to ensure high system availability and performance. RGGI, Inc. shall provide reports to the Department on all routine activities and on any events or technical issues that will affect the operation or performance of the system. RGGI, Inc. shall oversee all data backup and audit procedures to ensure the on-going integrity of the data.

III. Allowance Auction Platform

RGGI, Inc. shall implement and administer a process and platform for the auctioning of allowances under the Program. RGGI, Inc. shall provide auction services in three general areas: pre-auction, auction implementation, and post-auction.

Pre-auction Services

Consultation

RGGI, Inc. shall work with Department staff to maintain the draft standard allowance purchase and sales agreement that is comparable to those developed by other participating states. In addition, RGGI, Inc. may be asked to provide general consultation to the Department on auction design. This may include consultation on auction activity procedures and auction closing procedures.

Auction Notices

RGGI, Inc., in consultation with the Department and subject to its approval, shall create documents and associated information necessary to inform auction participants about details of each auction. Each notice of auction shall provide a specific description of the auction format that will be used, the quantities of allowances to be auctioned, and all applicable participation requirements, consistent with the participating states' rules. Such information shall be made available on the RGGI, Inc. auction website, which can be found through the RGGI, Inc. website, <https://www.rggi.org>. RGGI, Inc. shall prepare and host an auction participant training presentation for public viewing prior to each auction, as well as receive and respond to written questions submitted by conference participants.

Participant Qualification

RGGI, Inc., in consultation with the Department, shall ensure that all qualified participants have completed the applicable qualification application materials and documents prior to participation in any auction. RGGI, Inc. shall manage, under the direction of the Department, the application process, including receiving and reviewing each qualification application to determine completeness and accuracy of the information submitted. RGGI, Inc. shall be responsible for collecting and managing all auction financial security submissions and/or escrow accounts for the Department. RGGI, Inc., in consultation with the Department, shall be responsible for notifying bidders of their qualification status and maintaining a database of all qualified bidders.

Auction Documentation and Training

To prepare for each auction, RGGI, Inc. shall, subject to the Department's approval, create and distribute auction materials, such as participation instructions, final auction procedures and manuals, as well as the distribution of user codes and passwords to qualified auction participants. In addition, RGGI, Inc. shall be responsible for training auction participants in the use of the auction software platform.

III-B. Auction Implementation Services

Auction Platform

RGGI, Inc. shall maintain and administer an online auction platform for the auctioning of allowances under the Program capable of accommodating an auction in the following formats:

- A sealed bid, uniform price auction
- A sealed bid, discriminatory-price auction
- An ascending price, multiple-round auction
- A descending price, multiple-round auction

Furthermore, the online auction platform shall be capable of managing allowance purchase limits based on specifications provided by the Department. In addition, the auction platform shall be capable of tracking bidding activity and must provide for audit level documentation of such activity, in accordance with auction monitoring protocols that are established by RGGI, Inc. in consultation with the Department and subject to its approval.

IV-C. Post-auction Services

RGGI, Inc. shall arrange for and facilitate the transfer of funds from successful bidders to an account designated by the Department and arrange for the return of financial security to bidders. RGGI, Inc. shall also be responsible for coordinating the operation of RGGI COATS for the transfer of allowances, at the direction of the Department, to the compliance or general accounts of the winning bidders. RGGI, Inc. shall also be required to: (1) work with any independent third party hired by the Department to verify the results of the auction, including potential redress; (2) if directed by the Department, post appropriate information about auction results; and (3) work with the Department to use on-going auction experience to improve subsequent auctions.

RGGI, Inc. shall administer a bank account for holding financial security from bidders. RGGI, Inc. shall impose access security controls on such account to the satisfaction of the Department. RGGI, Inc. shall transfer the proceeds from the sale of allowances at auction to an account to be designated by the Department using an ACH transaction no later than one business day following the transfer of allowances to winning bidders.

IV. Model Offset Consistency Applications and Monitoring and Submittal Documents

RGGI, Inc. shall provide model offset consistency applications and model monitoring and verification report submittal forms for each eligible offset category in the RGGI Model Rule, suitable for customization by the Department. These model application and submission materials will facilitate monitoring of the Department's offset project approval process by market observers and other participating states. All materials developed by RGGI, Inc. shall be consistent with the Model Rule criteria.

V. Model Offset Guidance Documents

RGGI, Inc. shall provide model generic and category-specific offset project guidance documents suitable for customization by the Department. This model guidance shall be detailed and easily understandable by project sponsors (including small businesses or other parties that may lack experience in carbon offset markets) and by Department staff.

The model guidance documents developed by RGGI, Inc. shall cover submittal requirements and the evaluation of specific offset projects against the Model Rule requirements. The model guidance documents shall also explain the intent and letter of the offset project provisions in the RGGI Model Rule, address any ambiguities in the Model Rule provisions, and clarify how they apply to specific types of projects. Any interpretive material shall be consistent with the Model Rule criteria and shall be reviewed by the Department and the participating states.

RGGI, Inc. shall also identify project scenarios that address questions that are likely to arise in the course of the offset application and approval processes, based on the expertise of RGGI, Inc. staff, other offset program experience, and communications with the Department and the participating states.

VI. Accreditation Process and Training Program for Independent Verifiers of Offset Projects

RGGI, Inc. shall maintain a process for the accreditation of independent offset project verifiers and a related training program, consistent with the requirements of the Model Rule, which can be customized and used by the Department in accrediting independent offset verifiers.

RGGI, Inc. shall also provide supporting materials for independent verifiers, consistent with the requirements of the RGGI Model Rule, which can be customized and used by the Department, and which explain:

- The process for the accreditation of independent verifiers, including the review of candidate verifier qualifications.
- The process for evaluating candidate verifier conflicts-of-interest; and
- Application materials for accreditation.

RGGI, Inc. shall also provide materials that can be customized for use by the Department to support on-going Department review of an accredited verifier's potential conflicts-of-interest, including the following:

- Submittal forms for accredited verifier disclosure of potential conflicts-of-interest, to be reviewed by the Department prior to the verifier engaging in work with an offset project sponsor; and

- Guidance materials to support Department staff review of accredited verifier potential conflicts-of-interest.

These materials shall provide a review of existing greenhouse gas independent verifier accreditation standards and processes used by other voluntary and mandatory greenhouse gas management or regulatory programs, and incorporate, if appropriate, elements of these into the materials developed for the Department. RGGI, Inc. shall provide a brief evaluation of the standards and processes reviewed.

VII. Market Monitoring

RGGI, Inc. shall provide market monitoring services in three general areas: monitoring and auditing of allowance auctions, monitoring of relevant secondary allowance market activity, and provision of consultative services addressing market monitoring.

VII-A. Monitoring and Auditing of RGGI Allowance Auctions

RGGI, Inc. shall provide professional monitoring of all RGGI regional allowance auctions, some of which may involve a subset of the RGGI participating states and may or may not include allowances submitted for auction by the Department. RGGI, Inc. will use and develop, as appropriate, data collection methods, metrics, and analytic techniques for monitoring auction performance and thresholds for identifying any collusion, market power, and/or market manipulation that may impact the efficiency and performance of the RGGI auctions.

VII-B. Monitoring of Secondary Market Behavior

RGGI, Inc. shall monitor all relevant publicly available data and indicators of market behavior (available through both public and private sources) in the secondary allowance market that may be expected to significantly impact the performance of RGGI auctions and/or the secondary allowance market.

VII-C. Consultative Services

RGGI, Inc. shall provide expert advice to the Department regarding how any aspects of the auction process should be altered to improve the performance and efficiency of the RGGI auctions and shall ensure the functioning of fair and competitive auctions and a secondary allowance market.

VIII. Program Evaluation and Development Support

RGGI, Inc. shall provide program evaluation and development support to the Department, as requested, to facilitate Department consideration of potential modifications to and/or expansion of the Program.

IX. Effective Date, Project Term

The Effective Date of this Agreement shall be the date upon which it is signed by the Agency Director. The parties recognize and agree that the Commonwealth of Virginia will not be a Participating State as defined in the RGGI, Inc. By-Laws until January 1, 2021. Between the Effective Date and January 1, 2021, it is agreed that RGGI, Inc. staff will work with appropriate members of the Department to prepare for the Commonwealth's participation in RGGI beginning on January 1, 2021, as outlined in this Agreement.

The initial term of this Agreement shall be from February 1, 2021 to December 31, 2023.

The initial term of this Agreement may be extended for up to two (2) additional three (3) year terms, or any portion thereof, by mutual written agreement of the Department and RGGI, Inc. in accordance with the procedures set forth in this Agreement.

X. Budget/Payment

The Department shall pay to RGGI, Inc. an amount equal to the State's proportionate share of RGGI, Inc.'s annual operating budget, which shall be calculated based on the State's proportionate share of the regional CO2 allowance budget.

For services rendered for the initial term, based upon RGGI, Inc.'s projected annual operating budget for calendar year 2021, the Department shall pay RGGI, Inc. an amount not to exceed \$592,920 ("2021 payment"), for the services set forth in the table below. The Department authorizes RGGI, Inc. to retain a quarter (25%) of this payment "off the top" of the Commonwealth's proceeds from the sale of allowances in each of the quarterly auctions in calendar year 2021.

General Service Category	Percentage of Funding	Approximate Amount
Allowance Tracking	20%	\$118,584
Auctions	30%	\$177,876
Market Monitoring	15%	\$88,938
Technical Modeling	15%	\$88,938
Program Management	20%	\$118,584
TOTAL	100%	\$592,920

For services rendered for any subsequent calendar year or portion thereof ("subject year") of this Agreement, RGGI, Inc. shall submit to the Department, by December 15 of the year preceding the subject year, a request for payment of its estimated operating costs for the subject year and the State's proportionate share (itemized as set forth above). Operating costs include staff and overhead costs, costs incurred in performance of the services and deliverables set forth in the Scope of Work and the Department's contribution to support services that may be provided jointly to the Department and agencies in other RGGI participating states.

XI. Reporting

RGGI, Inc. shall designate a Project Manager, who shall be the one point of contact with the Department. The Project Manager shall be responsible for monitoring and ensuring progress for all tasks and subtasks, and for ensuring timely delivery of all services and deliverables outlined in this Scope of Work. The RGGI, Inc. Project Manager shall be responsible for all project reporting to the Department.

The following reporting obligations shall begin February 1, 2021.

By the 15th day of January, April, July, and October of each year during the Project Term, RGGI, Inc. shall provide the Department with a detailed report of the activities undertaken by RGGI, Inc. and its subcontractors to meet its responsibilities under this Agreement during the preceding calendar quarter, including, without limitation, quarterly status reports on RGGI COATS; the auction program; offset program support; market monitoring findings; quarterly budget reports, including any audit reports; the status of progress in providing the deliverables specified in the Scope of Work, including identification of all completed/not completed work during the preceding three-month period; and description of any problems encountered by RGGI, Inc. and their actual or proposed resolution.

At least once in each calendar quarter, RGGI, Inc. shall also submit to the Department a report of its expenditures for operating costs covering each full month in the preceding completed quarter. Such report shall reconcile the actual expenses for operating costs against either the 2020 payment or estimates contained in a request for payment for a subject year, as applicable, and shall provide a net credit to be applied against subsequent requests for payment of operating costs to the extent that actual expenses were less than the estimates. For a subject year, if actual expenses are greater than the estimates contained in a request for payment, the balance shall be itemized as such and applied to subsequent requests for payment of operating costs. Any remaining credit at the end of the term of this Agreement shall be returned to the Department by RGGI, Inc. within 30 days of expiration of this Agreement. Any remaining costs at the end of the Project Term shall be paid by the Department to RGGI, Inc. within 60 days of receipt of a final request for payment in accordance with the Prompt Payment Act, N.J.S.A. 52:32-32, et seq., provided that the listed operating costs are in accordance with this Agreement.

Within 30 days after the end of the term of this Agreement, RGGI, Inc. shall prepare and submit a draft final report that provides a description and summary of all major work tasks and submitted deliverables. The draft final report shall be revised to address all Department comments within 60 days of receipt by RGGI, Inc., and RGGI, Inc. shall submit a final report addressing all such comments.

XII. Services, Deliverables

RGGI, Inc.'s performance shall include, and the Department shall cooperate in, all tasks necessary to set up or otherwise "onboard" the Department and its facilities. All services provided by RGGI Inc. in support of the Department's implementation of the Program shall be performed in accordance with and meet all applicable Program requirements.

In any area where services are requested or deliverables will be provided, all deliverables shall be presented to the Department in draft form for review and ultimate approval by the Department. All documents generated or accepted in performance of this Agreement shall be confidential and shall not be released to anyone without prior authorization by the Department, unless directed by a court of competent jurisdiction. This confidentiality provision shall govern this Agreement and shall survive the termination or expiration of this Agreement.

XIII. Notices

All notices, approvals and other communications which may or are required to be given by either party to the other shall be in writing and shall be transmitted, by certified or registered United States mail, return receipt requested, expedited delivery service, or email, return receipt requested, to the party's representatives identified below:

For the Department:

David K. Paylor, Director, Virginia Department of Environmental Quality
P.O. Box 1105
Richmond, VA 23218
Email: David.Paylor@deq.virginia.gov


For RGGI, Inc.:

Andrew J. McKeon, Executive Director
90 Church St.
New York, NY 10007-2919
Email: andrew.mckeon@rggi.org

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice by giving fifteen (15) days written notice to the other party. The parties may, from time to time, designate in writing new or different individuals as their respective representatives for the purpose of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, and billing.

SIGNED:

Regional Greenhouse Gas Initiative, Inc. (RGGI, Inc.)

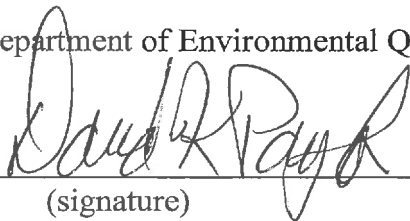
By: 
(signature)

Andrew McKeon
(print name)
Executive Director, RGGI, Inc.
(print title)

Date:

SIGNED:

Virginia Department of Environmental Quality

By: 
(signature)

DAVID K. PAYLOR
(print name)
Director
(print title)

Date: 2/8/2021