

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this 28 day of January, 2025, by and among Reservoir Road Solar, LLC (“RRS”), Vermont Electric Cooperative, Inc. (“VEC”), Green Mountain Power (“GMP”), and Washington Electric Cooperative, Inc. (“WEC”), each a “Party” and together “Parties.”

WHEREAS, RRS is developing a 2.375 MW solar electric generation facility in Berkshire, Vermont in the service territory of the Enosburgh Falls Water & Light Department (the “Project”), and submitted a complete petition on December 18, 2024 in Case No. 24-3571 to the Vermont Public Utility Commission (“Commission”) pursuant to 30 V.S.A. § 248 for a Certificate of Public Good (“CPG”) to construct and operate the Project forthwith; and

WHEREAS, the Project site would be located in the grid constrained area referred to as the Sheffield-Highgate Export Interface (“SHEI”); and

WHEREAS, in other CPG petitions where the project was located in the SHEI, VEC, GMP, and WEC (the “DU Parties”) have agreed to adopt a “grid adjustor” mechanism whereby the applicant would make an upfront payment to mitigate the economic impacts on ratepayers caused by SHEI constraints; and

WHEREAS, the Parties are willing to enter into an agreement as to an appropriate grid adjustor for the Project to avoid the time and expense associated with litigating a Section 248 CPG for the Project; and

NOW THEREFORE, in consideration of the mutual promises and representations contained herein, the Parties agree and stipulate as follows:

1. RRS agrees to pay a one-time grid adjustor to the DU Parties in the amount of \$29,806.25 based on the Project size of 2.375 MW.
2. The DU Parties agree that in the context of a Section 248 petition for a CPG, (a) a payment in the amount of \$29,806.25 would provide acceptable mitigation for the negative economic impacts from the Project, considering the costs and risk of further litigation related to the Project; (b) the DU Parties will allocate the grid adjuster payment of \$29,806.25 among themselves through a separate allocation agreement; and (c) with Commission approval of this MOU without material change or condition, the DU Parties have no objection to the Project.

3. The Parties agree that the Commission shall include the following language as a condition in a CPG issued for the Project:

Within 10 days of commissioning the Project and receipt of a written permission to operate notice from the interconnecting utility, RSS shall pay to Vermont Electric Cooperative (VEC) \$29,806.25 by Automated Clearing House or wire. VEC shall confirm receipt of funds within three business days and subsequently distribute the funds among the DU pursuant to a separate allocation agreement. The CPG Holder's failure to comply with this condition will result in revocation of the CPG without further action by the DU Parties or the Commission. Failure to comply with this condition will also allow the interconnecting utility to disconnect the Project from its system without further notice. This provision supersedes any term or condition contained in an interconnection rule or agreement."

4. The Petitioner's proposal for decision must rely on this MOU as a basis for positive findings under Section 248(b)(4)(economic benefit), (b)(7) (compliance with state energy plan) and (b)(10)(impact on electric utilities).
5. This MOU is expressly conditioned upon the Commission's acceptance of all its provisions, without material change or condition. If the Commission does not accept the MOU in its entirety, the MOU shall be deemed to be null and void and without effect, and shall not constitute any part of the record in the Section 248 petition proceeding for the Project and shall not be used for any other purpose. In the event the PUC requires a material modification or condition to the MOU, each Party hereto shall be placed in the position that it enjoyed in this proceeding before entering into the MOU.
6. This MOU is governed by Vermont law and any disputes under this MOU shall be decided by the PUC.
7. The stipulating Parties have made compromises to avoid litigation costs in order to reach this MOU. Accordingly, by agreement of the Parties, this MOU shall not be construed by the Commission or any Party or other tribunal as having precedential impact on any current or future proceedings involving the Parties, except to enforce this MOU or the Commission Order adopting this MOU. The Parties reserve the right in future and other proceedings to advocate positions that differ from the positions set forth in this MOU, and this MOU may not in any future or other proceeding be used against any undersigned Party, except for enforcement of this MOU or the Commission's Order adopting this MOU.

The Parties, in accordance with 3 V.S.A. § 811, hereby waive the opportunity to file exceptions and present briefs and oral arguments with respect to a proposal for decision to be issued in the Section 248 petition proceeding, provided that the proposal for decision is consistent with this MOU.

8. The Parties will cooperate in the Section 248 petition to support the MOU, including submitting testimony to support this MOU, and the granting of a CPG for the Project, if necessary. The Parties understand, agree, and acknowledge that (a) this MOU has been freely negotiated by all Parties; (b) previous drafts, as well as verbal, electronic, or written communications related to the settlement negotiations of this MOU, shall not be used to interpret intent; (c) all previous drafts, as well as verbal, electronic, or written communications related to the settlement negotiations of this MOU, were and must remain confidential and are not admissible in any state or federal court or other tribunal; and (d) no Party will issue any press release regarding this settlement or the negotiations and communications that led to it; and (e) the terms and conditions of this MOU shall supersede any inconsistent prefiled testimony and exhibits submitted on behalf of the Parties. Nothing in this paragraph shall be construed as a restriction on the Parties' right to freely discuss any public information regarding this matter.
9. Each Party to this MOU shall reasonably, in good faith, and in a timely manner, cooperate in connection with this MOU, including by providing executed versions of documents reasonably requested in connection with carrying out the objectives of this MOU.
10. Each Party represents that it possesses the power and authority to execute, deliver and perform its obligations under this MOU, which obligations are valid, binding, and enforceable under this MOU.
11. This MOU shall be binding on, and inure to the benefit of, the respective successors and assigns of each Party to this MOU and, in any event, shall continue to be binding upon the Parties. Any Party may name a successor or assign its rights under this MOU by providing notice to and receiving consent from the other Parties, such consent not to be unreasonably withheld, conditioned, or delayed.
12. This MOU may be executed in multiple counterparts, which together shall constitute one agreement.

[Signature Pages to Follow]

Dated at Burlington, Vermont this 28 day of January, 2025.

By: RESERVOIR ROAD SOLAR, LLC



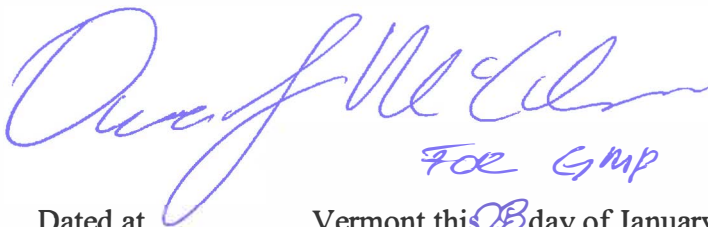
Phillip Foy, Esq.

Dated at Montpelier, Vermont this 21st day of January, 2025.

By: VERMONT ELECTRIC COOPERATIVE, INC.



Joslyn Wilschek, Esq.



Dated at _____, Vermont this 28 day of January, 2025.

By: GREEN MOUNTAIN POWER CORPORATION

Dated at Montpelier, Vermont this 28th day of January, 2025.

By: WASHINGTON ELECTRIC COOPERATIVE, INC.

A handwritten signature in blue ink, appearing to read "Ron Shems", is written over a light blue circular stamp.

for WEC

Ron Shems, Esq.
