

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Case No. 20-3563-PET

Petition of the Town of Stowe Electric Department
for approval of its 2020 Integrated Resource Plan

MEMORANDUM OF UNDERSTANDING

WHEREAS, on November 24, 2020, the Town of Stowe Electric Department ("SED") filed its 2020 Integrated Resource Plan ("IRP") with the Vermont Public Utility Commission ("Commission" or "PUC") seeking its approval pursuant to 30 V.S.A. § 218c;

WHEREAS, SED and the Department of Public Service ("Department") have engaged in discussions and negotiations regarding the content of SED's 2020 IRP;

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

TERMS AND CONDITIONS

1. The parties agree that SED's 2020 IRP filed in ePUC on November 24, 2020 should be approved by the Commission pursuant to 30 V.S.A. § 218c(b) in that it describes a decision-making process that is likely to meet the public's need for energy services at the lowest present value life cycle cost, including environmental and economic costs, through a strategy combining investments and expenditures on energy supply, transmission and distribution capacity, transmission and distribution efficiency, and comprehensive energy efficiency programs.
2. SED's 2020 IRP was found to be consistent with the State's Comprehensive Energy Plan.
3. SED will file its next regularly scheduled IRP on or before November 24, 2023. In connection with the preparation of its next IRP, SED agrees as follows:
 - a. SED will engage the Department, beginning at least six months prior to the IRP filing deadline, to discuss IRP methods, contents, and to share drafts. SED and the Department recognize that timely pre-filing engagement by all parties can expedite preparation of the plan and contribute to the Department's timely review of the IRP.
 - b. SED's next IRP will include an analysis of anticipated distribution-level impacts of electrification of transportation and heating, taking into account a number of factors including historic deployment patterns, forecasts of heat pump and electric vehicle deployment, and physical limits of distribution system infrastructure, as appropriate and available. SED will assess strategies to manage these new loads to minimize integration challenges and costs in its next IRP.
 - c. SED will perform a quantitative analysis of strategies for peak shaving, including but not limited to active load management, utilization of storage and other distributed energy

- resources, and rate design (e.g., opportunities to base demand charges on coincident peaks, as appropriate) for inclusion in its next IRP.
- d. SED will include a discussion of system resilience (cyber and physical), including any anticipated resilience-focused investments (and proposed metrics for measuring impact of those investments) in its next IRP.
 - e. SED will work with the Department to update annual vegetation management targets, SED's vegetation treatment reporting table, and to implement procedures to track actual mileage treated by contract vegetation management crews.
4. The Department and SED agree that approval of the proposed IRP shall constitute approval of the decision-making process described in the IRP only and shall not constitute approval of any of the specific decision-making tools, analytic methods, or outcomes describes in the proposed IRP.
 5. The Department and SED agree that approval of the proposed IRP shall not relieve SED of its ongoing duty to:
 - a. monitor key uncertainties and the continued accuracy of assumptions and data in the IRP;
 - b. continue to reevaluate the merits of the decision-making processes, including the methods used, and to adopt such processes to new techniques or information; and
 - c. continue to reevaluate the merits of the strategies identified in the IRP as new information becomes available.
 6. The stipulating parties have made compromises in order to reach this MOU. Accordingly, by agreement of the stipulating parties, this MOU shall not be construed by any party or tribunal as having precedential impact on any future proceedings involving the parties, except as necessary to implement this MOU or to enforce an order of the Commission resulting from this MOU. The stipulating parties reserve the right in future proceedings to advocate positions that differ from the positions set forth in this MOU, and this MOU may not in any future proceeding be used against any undersigned party, except for enforcement of this MOU or the Commission's Order adopting this MOU.
 7. 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 this case, provided that the proposal for decision is consistent in all material respects with this MOU.
 8. This MOU is expressly conditioned upon the Commission's acceptance of all its provisions, without material change or condition. In the event the Commission fails to approve this MOU in its entirety or acts to overrule or disapprove any portion hereof, each such party agrees that their agreement set forth herein may terminate, if such party so determines in its sole discretion, and each shall have the same rights as each would have had absent this MOU. In the event any


material modification or condition is made to the MOU, and a party exercises its option referenced above, each party hereto shall be placed in the position that it enjoyed in this proceeding before entering this MOU.

9. This MOU may be executed in multiple counterparts, which together shall constitute one agreement.
10. This MOU is governed by Vermont law and any disputes under this MOU shall be decided by the Commission.
11. The Department will support issuance of the orders and findings of the Commission specified herein subject to the Department's obligations under Title 30 of the Vermont Statutes Annotated.

DATED at Montpelier, Vermont this 22nd day of June 2021.

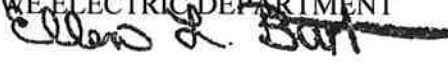
Respectfully submitted,

VERMONT DEPARTMENT OF PUBLIC SERVICE

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STOWE ELECTRIC DEPARTMENT


By: _____

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