

**GREEN MOUNTAIN POWER
MULTI-YEAR REGULATION PLAN**

Filed June 4, 2018

Revised for GMP Rebuttal Testimony, February 4, 2019

This Plan constitutes a form of regulation for Green Mountain Power (“GMP” or the “Company”) under 30 V.S.A. § 218d. The Plan governs the manner in which the electric rates of GMP will be regulated by the Public Utility Commission (the “PUC” or “Commission”) during the term of the Plan, and a record of filings of all adjustments occurring out of this Plan shall be filed as a compliance tariff.

I. TERM

The Plan shall take effect on ~~June~~ 1, 2019 for rates effective October 1, 2019 and shall terminate on September 30, 2022. The Plan shall be divided for reference herein into the following rate periods:

FY20	October 1, 2019–September 30, 2020
FY21	October 1, 2020–September 30, 2021
FY22	October 1, 2021–September 30, 2022

Rates incorporating adjustments allowed under this Plan shall continue beyond the termination date, as provided in Section V(~~GE~~) below. The Plan may be terminated or modified upon request of the Company and/or the Department of Public Service (“DPS” or “Department”) and subject to approval by the Commission. GMP shall file a traditional cost of service rate case prior to the termination of the Plan to cover rates for Fiscal Year 2023.

II. SUMMARY OF MULTI-YEAR REGULATION PLAN COMPONENTS

The proposed Plan consists of ~~several ten primary~~ components, which together are designed to address each of the specific elements of GMP’s overall cost of service. These include a mix of ~~fixed cost~~ components that will be fixed for the term of the Plan based on a reviewed forecasts at the beginning of the Plan, components that are adjusted based on a formula, and components where costs and revenues will be ~~calculated annually or~~ forecast annually and then adjusted to collect or return actual costs and revenues in each

fiscal year, plus other miscellaneous provisions. The specific treatment of each aspect of the company's cost of service and rate base are identified in **Attachment 1**, which describes whether the component will be fixed, forecasted and adjusted, or based upon a formula or calculation. The goal of the Plan is to develop a smoother rate path over three years, which will be accomplished by locking all non-power costs for the term of the Plan, and then only adjusting annual rates to incorporate any changes in power supply costs, revenue, and income taxes, changes in return on equity, and any specific adjustments approved by the PUC under this Plan.

The primary components of this Plan are as follows:

Fixed Components (collectively referred to as "Non-Power Costs").

1. Infrastructure Costs. The first fixed component of the plan addresses infrastructure costs, including capital expenditures, depreciation expense, and property taxes. With respect to capital expenditures, the Plan requires GMP to forecast the anticipated costs for capital investments based on capital spending plans in each of GMP's departments. The Plan then requires GMP to recover no more than the amounts set out in the Plan for each fiscal year, subject to the modifications and procedures described below. Associated depreciation expense will be fixed for the term of the Plan based on projected plant in service balance at the beginning of the Plan, the plant additions cap by year, and the forecasted numbers for an anticipated updated depreciation study to be implemented in FY2021. ~~Once the depreciation expense is fixed the only update to depreciation during the Plan will be to true up any final changes associated with this depreciation study that vary from the forecast when it is finalized in FY2021.~~ Related property taxes have also been calculated and fixed by year based upon expected expenditures and historical trends in the yearly amounts set forth below. The plan provides for ~~three~~two limited exceptions to the established capital investment caps, for: (1) capital expenditures associated with voluntary

customer energy transformation projects that generate revenue for all GMP customers (“New Initiatives”) that are above the base proposed capital spending for these programs; ~~(2), and for~~ unforeseeable events that either require greater capital investments than anticipated or present strategic investment opportunities that would benefit customers, and (3) if submitted and approved by the PUC, a Climate Resiliency Plan to mitigate the increasing impacts of climate change-driven storms on GMP’s Transmission and Distribution (T&D) systems. The details of these fixed capital expenditures, as well as the method for obtaining PUC approval of exceptions for expenditures beyond the cap, are addressed further in Section IV below.

2. O&M Costs. ~~This second~~ component addresses GMP’s operation and maintenance (O&M) costs. The recovery of these costs during the term of the Plan shall be consistent with Merger Savings mechanism established by the PUC in Docket 7770. Under this mechanism, “Base O&M” costs for GMP are fixed based on set platform costs for the period of FY20 through FY22 adjusted by, and subject only to inflation adjustments based on the Consumer Price Index for all Urban Consumers, Northeast Region (“CPI-U Northeast”). ~~during those three fiscal years.~~ Thus, for the three years of this plan, the “Base O&M” costs will be ~~fixed~~~~eapped~~, and continue to benefit customers as required in the Docket 7770 Order by providing at least the \$144M guaranteed, over the ten-year term of the Merger Savings platform that will end concurrently with this Plan. These savings shall be accounted for and trued up through the associated Merger Savings Adjustor, described in Section V(C) below. A limited number of “Non-base O&M” costs fall outside of the O&M platform established in Docket 7770. For purposes of this ~~P~~plan, these Non-base O&M ~~costs will be subject only to annual adjustments for inflation and payroll-related costs. will~~ also be fixed at the beginning of the Plan based on three year forecasts. The details of this component of the Plan are specified in Section IV below.

Formulaic and Forecasted Components

3. Financing Costs (Debt). ~~The his third~~ component of the Plan focuses on the cost of ~~debt financing, including cost of debt and equity.~~ ~~With respect to debt, t~~The Plan requires GMP to forecast anticipated debt costs at the start of the Plan and fix those costs for the term of the Plan, subject to any changes in overall debt levels that may be authorized by the Commission in conjunction with new capital investments approved under the limited exceptions in the Plan. annually. ~~With respect to equity, the Plan requires GMP to fix its overall debt to equity ratio at 50/50 plus or minus 1% in each year over the life of the Plan. With respect to overall return on equity (“ROE”), the Plan indexes ROE every year, starting from the 2019 rate year ROE which GMP has proposed be 9.3% based upon its agreement with the Department of Public Service in Case No. 18-0974. The ROE will be adjusted annually using an indexing method based on a mix of U.S. government bonds and utility bonds. The indexing mechanism is described further below. The ROE also may be adjusted upward if the Company achieves superior performance for certain Performance Incentive Metrics. The details of this component of the Plan are specified in Sections IV & VII below.~~

~~3.4.~~Investments in and Earnings from Affiliates. The Plan proposes to ~~fix forecast annually equity-in-earnings, to include~~ continued investments in and distributions from existing affiliated companies, based on a three-year forecast at the beginning of the Plan. The Plan requires GMP to seek Commission approval for any equity contribution during the Plan term for investments in ~~to~~ new affiliates that did not exist at the start of the Plan, as set forth in Section IV(1)(D)(~~5~~) below.

5. Property & Non-Property Taxes (excluding revenue-based taxes). The Plan requires GMP to fix all property taxes based on a three-year forecast at the beginning of the Plan. State & Federal Income taxes, Gross Revenue and Fuel Gross Receipts Taxes are excluded from this category and are addressed below.

4.6.Other Costs & Revenues. The ~~sixth~~this component of the plan addresses other cost and revenue items not captured above, ~~including state, federal and other non-property taxes, and other revenue.~~ The Plan requires GMP to ~~annually forecast the costs and revenues for these components~~forecast and ~~will~~ fix recovery of the costs ~~each year of the Plan~~ based on ~~its three year~~this annual forecast at the start of the Plan, subject to the adjustors described below. The details of this process are addressed further in Section IV ~~(1)(E)(6)~~ below.

Formulaic Components

7. Financing Costs (Equity). With respect to equity, the Plan requires GMP to fix its overall debt to equity ratio at 50/50 plus or minus 1% in each year over the life of the Plan. With respect to overall return on equity (“ROE”), the Plan indexes ROE every year, starting from the 2019 rate year ROE, which is set at 9.3% based on the PUC’s Order in Case No. 18-0974-TF. The ROE will be adjusted annually using a formula which indexes the change in ROE to a mix of U.S. government bonds and utility bonds. The indexing mechanism is described further below. ~~The ROE also may be adjusted upward if the Company achieves superior performance for certain Performance Incentive Metrics. The details of this component of the Plan are specified in Sections IV & VII below.~~

Forecasted & Annually Updated Components

5.8.Retail Revenue & Power Supply Costs. This ~~e-fourth~~ component relates to power supply, transmission costs and revenue. This component ~~will~~ould rely on an annual reviewed forecasts of costs and retail revenue, and ~~will~~ould be associated with two quarterly adjustors – a Retail Revenue Adjustor and a Power Supply Adjustor - which together would true up actual retail revenues and costs against the approved forecast

for these items included in base rates, in a manner that would fully de-couple GMP from overall retail revenue while providing continued incentive for the Company to manage its power costs well. The forecasting methodology for this component is addressed in Section IV(24) below.

- The Retail Revenue Adjustor functions by tracking actual retail revenue every quarter against the forecasted amount for that quarter. Any variations between the forecasted retail revenue and the actual quarterly results are reported as an over or under collection at the end of each quarter, and then collected or returned to customers through an adjustment in the next quarter. The details of this adjustment are addressed further in Section V(A)(1) below.
- The Power Supply Adjustor trues up actual power supply costs against forecasted costs on a quarterly basis, with a cost variance calculation and power cost efficiency band of \$150,000 applied to a portion of the power costs as described below. As with the Retail Revenue Adjustor, the Power Supply Adjustor will compare actual costs during the quarterly measurement period against the same forecasted costs in the relevant quarterly period included in rates, and then will collect or return any adjustments outside of an efficiency band on a quarterly basis. The details of this adjustment are addressed further in Section V(A)(2) below.
- The calculated collection or return resulting from both the Retail Revenue Adjustor and the Power Supply Adjustor will be netted against each other on a quarterly basis, and the resulting return or collection from both Adjustors will be set out as a separate line item on customer bills. The details of this calculation are addressed further in Section V(A)(3) below.

~~6.9. Investments in and Earnings from Affiliates. The Plan proposes to forecast annually equity in earnings to include continued investments in and distributions from existing affiliated companies. The Plan requires GMP to seek Commission approval for any equity contribution during the Plan term to new affiliates that did not exist at the start of the Plan, as set forth in Section IV(5) below.~~

10. State & Federal Income Taxes, Accumulated Deferred Income Taxes (ADIT), and Gross Revenue & Fuel Gross Receipts Taxes.: The Plan requires GMP to annually forecast State and Federal Income Taxes, ADIT, and Gross Revenue & Fuel Gross Receipt Taxes, because these components will be impacted by other items that are annually adjusted (either return on equity, revenue, or the Power Supply Adjustor). This annual estimate will be incorporated into the annual base rate filing and adjusted each year to reflect changes in net income based on formulaic adjustments to ROE (for Income Taxes and ADIT) or refreshed revenue and power costs as appropriate (Gross Revenue & Fuel Gross Receipt Taxes).

Other ~~Adjustor~~ Plan Components

11. Exogenous Change Adjustor. ~~The seventh component of the Plan is an The~~ Exogenous Change Adjustor, ~~which~~ has ~~three~~~~two~~ parts. The first addresses non-storm exogenous events outside the company's control, such as federal income tax changes. The second component addresses mMajor sStorm events that occur during the term of the Plan and the third component addresses collection of Major Storm costs that were incurred before the start of the Plan ("Prior Major Storm Costs"). ~~and the second addresses non-storm exogenous events outside the company's control, such as federal tax changes. Under the Plan, GMP will collect \$8 million per year from customers through a separate line item on bills to cover~~

A "Major Storm" is as defined in the GMP Service Quality and Reliability Plan and as an event that exceeds \$1.2 million in maintenance costs, and there will also be

a \$1.2 million deductible for the aggregate of all Major Storm exogenous events each fiscal year, as well as a \$1.2 million threshold for any non-storm exogenous events. With respect to Major Storm events that occur during the term of the Plan, GMP will file a report on the qualifying exogenous costs in the quarter following each Major Storm, and then will collect those costs in the second quarter following the Major storm event. exogenous events that occur during the Plan, as well as pay down

GMP will also collect \$8 million per year from customers through a separate line item on bills to cover the costs of Prior Mmajor sStorms incurred prior to the inception of the Plan which have been approved for recovery by the Commission, but are not yet being collected from customers at the inception of the Plan. The Plan therefore modifies the current regulation plan under which the Company is operating by covering already-approved major storm costs through an on-going collection allowed by this Plan, rather than requiring customers to pay multiple, higher costs through separate surcharges approved under its current plan.- These Prior Major Storm major storm costs currently total approximately \$24 million-. The exogenous costs collected from customers will be recorded to a regulatory liability account. A “Major Storm” is as defined in the GMP Service Quality and Reliability Plan and as an event that exceeds \$1.2 million in maintenance costs, and there will also be a \$1.2 million deductible for the aggregate of all storm exogenous events each year, as well as a \$1.2 million threshold for any non-storm exogenous events. Actual incremental exogenous costs, net of the storm deductible, if applicable, will be offset against this regulatory liability as the costs are approved for recovery by the Commission. For any Exogenous Change that benefits customers, unless otherwise ordered by the Commission, the Company will return these benefits to customers separately through a line item credit, as it has done for federal tax reform benefits as approved by the Commission in 2018 and proposed by the Company for 2019 in Case No. 18-0974.

The details of this adjustment are addressed further in Section V(B) below.

12. Earnings Sharing Adjustment Mechanism. ~~The twelfth component of the~~ The Plan ~~uses is~~ an Earning Sharing Adjustment Mechanism (“ESAM”) ~~to share, under which~~ actual earnings above or below the approved rate of return on equity ~~will be shared~~ with customers. The Plan provides a limited “dead band” for small changes in the earnings that do not result in any adjustment, and then a symmetrical “sharing band” of over or under earnings between GMP and its customers. All earnings above or below the sharing band will be refunded to or recovered from customers. The details of this mechanism are addressed further in Section V(~~DE~~) below.

13. Emerald Ash Borer Assessment & Adjustor. ~~The Plan incorporates an assessment and associated adjustor to address costs related to the infestation of the invasive Emerald Ash Borer (EAB), which has recently been confirmed in Vermont. The EAB assessment and adjustor covers the cost of pro-active removal of ash trees in power line corridors in geographic areas that are confirmed to have EAB infestations or are at high risk of EAB infestation. Anticipated costs will be forecast for three years of the Plan and included in a separate line item assessment on bills, but will be subject to an adjustor to true up to actual costs incurred during the term of the Plan, based on any changes in the infestation spread rate. The details of this mechanism are addressed further in Section V(E) below.~~

14. Rate-Smoothing Adjustor. ~~The Plan includes an overarching adjustment to create as smooth a rate path as possible for customers during the term of the Plan. This adjustment is established at the beginning of the Plan, based on a three-year forecast of (1) non-power costs, (2) power supply costs and revenue, (3) income taxes, plus (4) an estimated return on equity for each year of the Plan. Based on this overall three year forecasted cost of service a “Projected Smoothed Rate” will be developed, providing the projected average rate path target for each fiscal year in the Plan that would be required to collect the then-forecasted revenue requirement at a uniform projected rate change percentage over all three years. A regulatory asset or liability~~

account will be established at the beginning of the Plan based on this forecast to account for any adjustments to the forecasted costs or revenues in each fiscal year that are necessary to establish the “Projected Smoothed Rate.” The regulatory asset or liability will reverse over the term of the Plan and will be zero at the end of the Plan. There will be no subsequent adjustments to the smoothing regulatory assets and liabilities identified at the inception of the Plan.

The Projected Smoothed Rate will set the actual rate change in Year 1 (FY20), and will provide a projection of rates for Year 2 (FY21) and Year 3 (FY22). Because non-power costs are locked at the beginning of the Plan based a three-year forecast, any changes in the actual Year 2 or Year 3 rate from the projected smoothed rate will be based only on changes in annual power supply costs or revenue forecasts, any adjustment to return on equity under the formula established in the Plan, and any change to other costs dependent on these adjustments (income taxes, ADIT, and Fuel Gross Receipt taxes), plus any changes authorized by the PUC under other specific provisions in this Plan. The details of this mechanism are addressed further in Section V(F) below.

Other Plan Components

Innovation and Performance Metrics. This ~~The ninth component of the plan are specific Innovation and Performance Metrics, which set forth clear metrics to measure GMP’s performance on issues that matter to customers. These are addressed in Section VII below.~~

15. Innovative Pilot Program. ~~Finally, t~~The Innovative Pilot provision of the prior regulation plan continues through this Plan, as outlined in **Attachment 2**. New Innovative Pilots developed during the term of the Plan which are not already included in base rates (whether as an existing Pilot or subsequent tariff) shall not

result in plant additions that result in any rate adjustments under this Plan, except insofar they are specifically requested to be included in base rates under the New Initiatives exception in Section IV ~~(1)(A)(iv)-(d)~~. In addition, GMP shall obtain PUC approval of any individual pilot program that is anticipated to exceed \$5 million in capital investments prior to including any amount over \$5 million in rate base.

Changes in revenue or power supply cost that result from New Initiative programs will be included in adjustments made pursuant to the Retail Revenue Adjustor or the Power Supply Adjustor.

16. Climate Resiliency Plan (CRP). Notwithstanding the other provisions of this Plan, GMP may file a CRP during the term of the plan proposing additional capital expenditures and/or targeted operational & maintenance expenses for climate change mitigation or storm hardening of GMP's transmission and distribution system.

7.17. Innovation and Performance Metrics. Finally, overarching this Plan is the measurement of specific Innovation and Performance Metrics. These set forth clear metrics to measure GMP's performance on issues that matter to customers. These are addressed in Section VII below.

III. PROCESS FOR ESTABLISHING ANNUAL BASE RATES AND COMPONENTS THEREOF.

1. Timing for Annual Base Rate Filing: GMP shall file the Initial ~~proposed~~ Annual Base Rate for ~~the coming fiscal~~ fiscal year 2020 (FY20) with the Commission by ~~June~~ July 1, 2019 or within two weeks of the PUC's approval of the Plan, whichever is later~~three months in advance of the start of the next fiscal year period.~~ The Initial Annual Base Rate filing shall provide the Projected Smoothed Base Rate for all three years of the Plan, utilizing the rate smoothing methodology set out in Section V(F), below. This methodology shall set the annual base rate for FY20, and provide the projected rate

for FY21 and FY22, which will still be subject to any annual adjustments authorized under the Plan in those years. Subsequent base rate filings shall be made on June 1 of each year and include the expected base rate adjustments for the following year of the plan, based on any annual adjustments authorized under the Plan. The proposed base rates shall be made up of the fixed costs components of the Plan plus annual calculations and forecasts for the adjustable components of the Plan, as defined below in Section III(B). The Annual Base Rate Filing shall be accompanied by a narrative explanation of information reasonably needed to assist in understanding the filing.

2. Notice: The Annual Base Rate Filing shall be posted on the Company website at the time of filing, and the Company shall provide individual customer notice through bill notification of each period's Plan Base Rate Annual Adjustment when its request to effectuate those changes is filed.
3. Review and Approval: The proposed Annual Base Rate filing shall be subject to DPS review and comment (including independent expert review, as needed), and PUC approval. The Department shall file comments on the Company's Annual Base Rate Filings within 60~~30~~ days of the filing. Final rates for the coming fiscal year shall be set by the PUC no less than 30 days prior to the start of the fiscal year.

3.4. Schedule for Filings:- The schedule for all required filings under this Plan are identified in **Attachment 8**, including the Annual Base Rate filings discussed in this section, Adjustor filings discussed in Section VI, and the Plan Evaluation discussed under Section VIII.

IV. ESTABLISHING COMPONENTS OF ANNUAL BASE RATES.

GMP's annual base rates shall consist of a locked smoothed non-power cost component, forecasted power supply, revenue and income tax components, which will each be

refreshed annually based on updated forecasts, and a return on equity component, which will be adjusted annually based on an ROE formula set in the Plan.

At the beginning of the Plan, GMP will develop a Projected Smoothed Base Rate based on forecasts of each of these four components. Although only the non-power cost component will be locked, the purpose of this mechanism is to smooth out anticipated variation in overall rates to the extent possible at the start of the Plan.

As part of GMP's Initial Annual Base Rate Filing, GMP shall calculate the Projected Smoothed Base Rate for the term of the Plan. The Projected Smoothed Base Rate represents the projected average rate path target for each fiscal year in the Plan that would be required to collect the then-forecasted revenue requirement at a uniform projected rate change percentage over all three years.

The three-year forecasted cost of service will consist of:

- (1) Non-power cost forecast for FY20, FY21, & FY22;
- (2) Power supply & revenue forecast for FY20, FY21, & FY22
- (3) Income tax, ADIT forecast for FY20, FY21 & FY22, plus
- (4) 3-year estimated ROE.

Non-power costs shall be locked for the term of the Plan, based on the three-year forecasts provided with the Initial Annual Base Rate filing. The remaining costs shall be adjusted annually according to the Plan.

For each year of the Plan, rates will be set as follows:

For FY20, the Annual Base Rate will equal the Projected Smoothed Base Rate for FY 20.

Annual Base Rate filings for FY21 and FY22 will then adjust the Projected Smoothed Base Rate to account for annual adjustments authorized under the Plan. The FY21 and FY22 Annual Base Rate filings will refresh the power supply & revenue forecasts, income taxes & ADIT, and the adjustment for ROE provided by the formula established in the Plan, plus any other changes authorized by the PUC under the specific provisions of this Plan. These adjustments to the Projected Smoothed Base Rate will establish the final annual base rate for FY21 and FY22.

In setting the proposed Annual Base Rates for each fiscal year, the fixed and forecasted components of GMP's cost of service shall be established as follows, consistent with **Attachment 1:**

1. NON-POWER COSTS (FORECAST & FIXED FOR 3-YEAR PERIOD)

A. INFRASTRUCTURE COSTS (CAPITAL EXPENDITURES, DEPRECIATION, PROPERTY TAXES).

i. Capital Expenditures

Overall capital expenditures that are closed to Plant In Service during each fiscal year of the Plan shall be equal to the following amounts

FY20 \$86.5 million

FY21 \$85 million

FY22 \$85 million

Subject to the exceptions identified below in Sections IV(1)(A)(iv~~d~~) ~~–(vi& (e))~~, GMP shall only be entitled to include in rates and recover the amounts identified above during the term of the Plan. GMP will limit annual capital expenditures to the amounts listed above, although actual annual plant additions will vary from this amount based upon the timing of capital project completions and the closing of projects from the Construction Work in Progress balance and to the Plant in Service balance. To allow for this annual

variation between capital spending and Plant in Service, cumulative plant additions will not exceed \$256.5 million during the term of the Plan.

ii. Depreciation Costs

Depreciation costs shall be fixed for the term of the Plan based upon the projected plant in service balance at the beginning of the Plan, the expected annual plant additions, known retirements and changes in depreciation accrual rates resulting from a Depreciation Study. The depreciation amounts for FY 21 and FY 22 will include a forecast for changes associated with an updated depreciation study, which will be implemented in FY21. ~~At the time of the Annual Base Rate filing in FY 2021 and FY2022, depreciation costs shall be adjusted to reflect the actual results of the depreciation study and to reflect any allowed capital expenditure exceptions discussed below in Section IV(1)(d) & (e).~~

iii. Property Taxes

Property taxes ~~by year are~~ fixed based on a three-year forecast of expected property taxes, taking into account the fixed capital expenditures identified above. To the extent relevant, this forecast may only be adjusted to reflect any allowed capital expenditure exceptions approved by the PUC under Section IV(1)(A)(iv)-(vi)(d) & (e). ~~and the historical trends in property taxes, and as follows:~~

FY20 — \$31.2 million

FY21 — \$32.7 million

FY22 — \$34.3 million

~~At the time of the Annual Base Rate filing in FY2021 and FY2022, property tax costs shall be adjusted to reflect any allowed capital expenditure exceptions discussed below in Section IV(1)(d) & (e).~~

iv. New Initiative Capital Expenditures

To the extent that GMP proposes capital investments for New Initiative projects above the annual \$5M cap in the coming fiscal year, it shall file known and measurable documentation, including appropriate financial analysis, for the proposed expenditures in its Annual Base Rate filing. These projects shall be limited to transformative customer-facing energy projects that require an initial upfront capital investment by GMP and are forecasted to contribute a net positive benefit to non-participating customers through new sources of revenue and/or cost savings over the life of the program. They may include investments for programs authorized as an Innovative Pilot, traditional tariffed offerings, or other capital projects that qualify under this provision.

~~GMP shall petition the Commission, file support, and receive approval before commencing spending more than \$5M on any individual Innovative Pilot initiative that involves an anticipated commitment of ratepayer capital it intends to include in rate base of more than \$5 million annually. GMP may avoid petition the Commission to receive approval before commencing investments and program activities to the extent that the company notifies the Commission that it elects to treat these investments as unregulated investments (i.e., “below the line”) and operate the program in a manner that treats both the revenues and the costs of the program as unregulated (i.e., unregulated with respect to cost-based treatment in tariffed rates).~~

v. Unexpected Circumstances and Strategic Opportunities

GMP may petition the PUC for approval at any time during the Plan to spend above the authorized capital expenditure levels listed above and to include such expenditures in rates when unexpected circumstances require capital expenditures that are above the authorized level and when increased capital expenditures beyond the cap are needed to pursue new strategic opportunities

that would provide material benefit customers.

Strategic opportunities here may include, but are not limited to, categories of investments that serve to better monitor, manage, and operate the distribution system for more effective integration of distributed energy systems and loads that were not reasonably anticipated at the onset of the GMP plan, but help to advance the objectives of GMP's system to better serve customer objectives for lower cost service and better integration of distributed energy resources.

In its petition for relief, GMP will bear the burden of demonstrating that the proposed departure from the established capital expenditure limits is in customers' best interests and will result in just and reasonable rates. Base rates may be adjusted at the next quarter after any approval for spending under this provision, or at the next Annual Base Rate filing, unless otherwise ordered by the Commission

vi. Climate Resiliency Plan:

Notwithstanding the other provisions of this Plan, GMP may file a CRP during the term of the plan proposing additional capital expenditures and/or operational & maintenance expenses for climate change mitigation or storm hardening of GMP's transmission and distribution system. In the event that GMP proposes such a plan during the term of the MYRP, it would be supported by analysis demonstrating why the additional expenditures are necessary, appropriate, and in the best interests of customers

B. OPERATIONS & MAINTENANCE COSTS.

GMP's Base O&M costs, as defined in Docket 7770, shall be recovered under this Plan consistent with the PUC order in Docket 7770. This amount shall be set at the beginning of the Plan, established annually in advance of each fiscal year in the Initial

Annual Base Rate filing by applying the CPI-U Northeast inflation factor to the platform Base O&M costs for FY20, and an estimate of the CPI-U Northeast for FY21 and FY22. ~~, per the Commission's order in Docket 7770.~~ Non-platform O&M Costs as defined in Docket 7770 shall be set for the term of the Plan based on a three-year forecast of costs. ~~reforecast annually and adjusted only based on inflation and payroll changes.~~

C. FINANCING COSTS (DEBT).

i. Debt Costs

GMP's debt costs shall be fixed based on a three year ~~set annually based on a~~ forecast of anticipated debt balances and costs for each fiscal year. The cost of debt will be based on forecasted long-term and credit facility borrowing balances and reflect any change in the average long-term debt interest rate due to redemption of existing bonds and issuance of new bonds. The average credit facility debt interest rate will be forecasted based on terms of GMP's credit facility. These estimated debt costs will be fixed for the term of the Plan, subject to any changes in debt levels necessitated by the PUC's approval of strategic investments or new innovative programs authorized under the Plan, which will be incorporated in the next Annual Base Rate update.

~~ii. Return on Equity (ROE)~~

~~In FY20, GMP's ROE shall be indexed off of the ROE set for the 2019 rate period in Case No. 18-0974, which GMP has requested at 9.3%, based upon its agreement with the Department in the 2018 rate case. In each ensuing year, indexing shall occur off of the ROE in effect for the current year. The indexing shall be consistent with Attachment 3. In addition, ROE may be adjusted upward (after indexing) in accordance with the Performance Metrics as set forth in Section VII below.~~

~~iii.~~ ii. Debt to Equity Ratio

GMP shall utilize a 50/50 debt to equity ratio plus or minus 1% in all forecasting under the Plan and shall also endeavor to adhere to that ratio in its operations. To the extent its actual operating ratio differs, GMP shall be subject to the Earnings Sharing Mechanism described below.

~~2. RETAIL REVENUE AND POWER SUPPLY COSTS.~~

~~GMP's annual forecast of retail revenue and forecast of power costs shall be established using the following methodology: Annually, a third-party vendor (Itron, Inc., or a similar outside consultant with expertise in the field of energy forecasting both throughout the country and within Vermont) will provide GMP with a weather-normalized retail revenue forecast and GMP will prepare a power supply forecast based upon the provided retail revenue forecast. The revenue forecast will take into account such factors as historical data, projections about economic growth and efficiency improvements, company tariffs, impacts on retail revenue due to greater solar net metering, and any other known changes for the upcoming year. The power supply forecast will include expected expenses associated with serving the retail revenue load, including costs and wholesale market revenues related to energy, capacity, transmission, ancillary services, renewable energy credits, and Renewable Energy Standard compliance. These forecasted net expenses will reflect both GMP's production and purchased contract costs, along with interchanges with the wholesale power market. GMP shall provide to the Department of Public Service the retail revenue forecast and the power supply forecast promptly upon completion and at least 30 days prior to GMP's Annual Base Rate filing to facilitate the Department's review.~~

D. EARNINGS IN AFFILIATES.

Equity-in-earnings, continued investments in, and distribution of earnings, will be fixed based on a three-year ~~forecasted annually~~ for the following Affiliated Companies that are currently in rates, ~~or are proposed to be included in rates as part of the 2019 Rate Case:~~

- Vermont Yankee Nuclear Power Corporation;
- Maine Yankee, Connecticut Yankee and Yankee Atomic;
- Green Lantern;
- NE Hydro Trans and NE Hydro Trans Electric;
- VELCO;

- VT Transco;
- JV Solar-Battery; and
- JV Solar

Any proposal to invest in new affiliates during the term of the Plan will require specific PUC approval. The request for approval will include a summary of the cost of service impacts and/or benefits of the proposed new affiliate investment.

E. OTHER COSTS & REVENUES

Categories of non-power costs and revenues not addressed by the components addressed in Sections IV(1)(A-D)-(5) shall be set for the term of the Plan based on the reviewed a three-year annually based on a formulaic calculation or forecast of those costs and revenues, as set forth in **Attachment 1**.

2. POWER SUPPLY COST AND RETAIL REVENUE (FORECASTED AND UPDATED ANNUALLY).

GMP's annual forecast of retail revenue and forecast of power costs shall be established using the following methodology: Annually, a third-party vendor (Itron, Inc., or a similar outside consultant with expertise in the field of energy forecasting both throughout the country and within Vermont) will provide GMP with a weather-normalized retail revenue forecast and GMP will prepare a power supply forecast based upon the provided retail revenue forecast. The revenue forecast will take into account such factors as historical data, projections about economic growth and efficiency improvements, company tariffs, impacts on retail revenue due to greater solar net metering, and any other known changes for the upcoming year. The power supply forecast will include expected expenses associated with serving the retail revenue load, including costs and wholesale market revenues related to energy, capacity, transmission, ancillary services, renewable energy credits, and Renewable Energy

Standard compliance. These forecasted net expenses will reflect both GMP's production and purchased contract costs, along with interchanges with the wholesale power market. GMP shall provide to the Department of Public Service the retail revenue forecast and the power supply forecast promptly upon completion and at least 30 days prior to GMP's Annual Base Rate filing to facilitate the Department's review.

3. INCOME TAXES & RELATED COSTS (FORECASTED AND UPDATED ANNUALLY).

GMP will annually forecast State and Federal Income Taxes, ADIT, and Gross Revenue & Fuel Gross Receipt Taxes based on the other authorized adjustments in overall income or power costs. The forecast of these costs will be updated annually and filed with the Annual Base Rate Filing.

4. FINANCING COSTS - RETURN ON EQUITY (ANNUAL UPDATE BASED ON FORMULA).

GMP's return on equity will be updated annually based on the formula established in this Plan. In FY20, GMP's ROE shall be indexed off of the ROE for the 2019 rate period in Case No. 18-0974, which was set by the Commission at 9.3%. In each ensuing year, indexing shall occur off of the ROE in effect for the current year. The indexing shall be consistent with **Attachment 3**. Calculations showing the appropriate adjustment will be filed annually with the Annual Base Rate Filing. ~~In addition, ROE may be adjusted upward (after indexing) in accordance with the Performance Metrics as set forth in Section VII below.~~

V. DESCRIPTION OF RATE ADJUSTORS

The following rate adjustors shall be applied during the term of the Plan. The timing for filing and the effective date of each adjustor is also summarized separately in Section VI of the Plan.

A. RETAIL REVENUE ADJUSTOR & POWER SUPPLY ADJUSTOR

1. Retail Revenue Adjustor: The Retail Revenue Adjustor shall collect or return to customers, on a bills-rendered basis as described below, the difference between the actual retail revenue every Measurement Quarter and the forecasted retail revenue amount included in base rates for that quarter (the “Quarterly Retail Revenue Variance Amount”). The measurement periods, filing dates, and the collection/recovery periods are as follows:

Retail Revenue Adjustor	Measurement Period	Filing Date	30 Day	Start	Adjustor
			Review Period	Customer	
			End Date	Notice	Collection Period
FY 2020 - 2022					
Q1	Oct 1 – Dec 31	Jan 30	Mar 1	Mar 2	Apr 1 – Jun 30
Q2	Jan 1 – Mar 31	Apr 30	May 30	Jun 1	Jul 1 – Sept 30
Q3	Apr 1 – Jun 30	Jul 30	Aug 30	Sep 1	Oct 1 – Dec 31
Q4	Jul 1 – Sept 30	Oct 30	Nov 30	Dec 1	Jan 1 – Mar 31

2. Power Supply Adjustor: The Company’s rates will be subject to a quarterly Power Supply Adjustor effective on a bills-rendered basis as described below. The Power Supply Adjustor shall be the difference between the actual power supply costs every Measurement Quarter and the forecasted power supply costs included in base rates for that quarter, as adjusted by Power Supply Efficiency Calculation set forth below. The resulting figure is the “Quarterly Power Supply Variance Amount.” The measurement periods, filing dates and the collection/recovery periods are as follows:

Power Supply Adjustor	Measurement Period	Filing Date	30 Day	Start	Adjustor
			Review Period	Customer	
			End Date	Notice	Collection Period
FY 2020 - 2022					
Q1	Oct 1 -- Dec 31	Jan 30	Mar 1	Mar 2	Apr 1 -- Jun 30
Q2	Jan 1 -- Mar 31	Apr 30	May 30	Jun 1	Jul 1 -- Sept 30
Q3	Apr 1 -- Jun 30	Jul 30	Aug 30	Sep 1	Oct 1 -- Dec 31
Q4	Jul 1 -- Sept 30	Oct 30	Nov 30	Dec 1	Jan 1 -- Mar 31

The Power Supply Adjustor Calculation shall be made as follows:

Component A Quarterly Variance: The Component A Quarterly Variance for each Measurement Quarter, is the dollar amount of any variation between (a) actual Component A Costs for the Measurement Quarter, and (b) the Component A Costs included in the Company’s base rates for the corresponding quarter, and shall be summed with:

Component B Quarterly Variance: Calculated as follows:

- a. The Component B Quarterly Variance for each Measurement Quarter is the dollar amount of any variation between (1) actual total Component B Costs for the Measurement Quarter, and (2) forecasted total Component B Costs included in the cost of service underlying the Company’s base rates for the corresponding quarter, summed with the result of the Component B Cost Variance calculation.
- b. The Component B Cost Variance calculation compares (a) the cost per kWh achieved during the Measurement Quarter (actual Component B Costs for the Measurement Quarter divided by

actual retail kWh sales volumes, in kWh for that quarter); with (b) the cost per kWh benchmark (forecasted Component B costs for the Measurement Quarter divided by forecasted retail kWh sales volumes for that quarter) and multiplies the resulting variance (in \$ per kWh) by actual retail sales in kWh for the Measurement Quarter. The Component B Cost Variance is then modified by the amounts that GMP will absorb or retain – specifically, all Component B Cost Variance up to the Component B Efficiency Band of +/- \$150,000, plus 10% of any Component B Cost Variance outside of that Component B Efficiency Band.

A list of the Company's Component A and Component B power supply costs is attached as **Attachment 4**.

The Company shall maintain separate accounts for Component A and Component B costs. The Power Supply Adjustor shall be reported as described below, and then collected or returned to customers through an adjustment in rates in the quarter following each report filing.

3. Collection of the Retail Revenue Adjustor and Power Supply Adjustor: The Retail Revenue Adjustor and Power Supply Adjustor shall be applied to all kWhs billed by the Company for every customer of every rate class except street lighting rate classes. The quarterly adjustment associated with both the Retail Revenue Adjustor and the Power Supply Adjustor shall be filed as described in Section VI below. These adjustors will be calculated separately, as described above, but for purposes of reflecting these adjustors on customer bills, the Quarterly Retail Revenue Variance Amount shall be netted with the Quarterly Power Supply Variance Amount, and the result shall be divided by the projected retail kWh sales during the Collection Quarter based on the Forecast Methodology as discussed in Section IV(24), to create one

single positive or negative adjustment per kWh line item on customer bills representing the combined, overall collection or return associated with both Adjustors for the Collection Quarter (i.e., the Power Cost and Sales True Up). For accounting purposes, the quarterly variance amounts shall be deferred and amortized in the Collections Period in an amount equal to the revenue increases or decreases that recover or repay the amortized amount.

Over/under-collections of the combined Retail Revenue Adjustor and the Power Supply Adjustor, due to a variance between projected and actual revenues, shall be deferred and included in the next base rate filing

A sample calculation of the Retail Revenue Adjustor, the Power Supply Adjustor, and how those adjustors will be netted to create a single kWh return or collection on customer bills is attached as **Attachment 5**.

B. EXOGENOUS CHANGE ADJUSTMENT

~~The Exogenous Change Adjustment has three components, (1) Non-Storm Exogenous Changes (2) Exogenous Major Storm Changes during the Plan, and (3) collection of Prior Major Storm costs, which were incurred before the start of the Plan. Each item is described separately below. No later than 60 days after the end of each fiscal year (“Exogenous Change/Storm Measurement Period”), the Company shall file with the Commission and Department an Exogenous Change Adjustment. The Exogenous Change Adjustment shall be calculated for the Exogenous Change/Storm Measurement Period and shall equal the sum of any (1) Exogenous Non-Storm Changes, plus any (2) Exogenous Storm Changes (collectively, “Exogenous Changes”) as provided below. Any Exogenous Changes, positive or negative, will be deferred in Exogenous Non-Storm and Major Storm Regulatory Asset/Liability Accounts, and offset against an Exogenous Change Adjustment Regulatory Liability~~

~~Account, described below, as approved by the Commission in an annual Exogenous Change Adjustment filing.~~

1. Exogenous Non-Storm Changes: shall consist of material cost or revenue changes from the Annual Base Rate filing. Exogenous Non-Storm Changes shall be measured over each fiscal year. Cost or revenue changes are material if the aggregate amount in any measurement period exceeds \$1.2 million, and they relate to the following:

1. Changes in tax laws that impact the Company.
2. Changes in Generally Accepted Accounting Principles.
3. Any Federal Energy Regulatory Commission or New England Independent System Operator rule, tariff or other changes affecting the Company and not a part of the Power Supply Adjustor.
4. Other regulatory, judicial or legislative changes affecting the Company.
5. Net loss of major customer(s) load not related to weather and not a part of the Retail Revenue Adjustor.
6. Major unplanned maintenance costs or investments, such as those incurred due to unexpected major maintenance (unrelated to storms) and major repairs to Company-owned power plants and not a part of the Power Supply Adjustor.

The \$1.2 million for Exogenous Non-Storm changes is a threshold not a deductible. If the threshold is met the total incremental impact of the Exogenous Non-Storm Change will be reported 60 days after the end of each fiscal year, along with a proposal to collect costs or return revenues to customers. This may include proposing to offset the costs, or apply the revenue against, other annual adjustors in this Plan, or propose a plan to ~~will be recorded in an Exogenous Non-Storm Regulatory Asset or Liability Account and transferred to the~~

~~Exogenous Change Adjustment Regulatory Liability Account when approved by the Commission. For any Exogenous Change that benefits customers, the Company will propose in its Exogenous Change Adjustment filing to collect from, or return these benefits to customers separately through a line-item credit, as it has done for federal tax reform benefits as approved by the Commission in 2018 and proposed by the Company's for 2019 base rate filing in Case No. 18-0974-TF.~~

2. Exogenous Major Storm Changes: shall consist of increased costs experienced by the Company relating to the incremental maintenance expenses incurred for Major Storms (as defined in the Company's Service Quality & Reliability Performance, Monitoring & Reporting Plan (the "SQRP")), and further defined as a storm that causes the Company to incur incremental maintenance expenses in excess of \$1.2 million.

This per-storm \$1.2 million in maintenance costs is a threshold, which defines what qualifies as a "Major Storm," and is not a per-storm deductible.

To the extent the Company experiences one or more "Major Storms," in a fiscal year it may recover those costs from customers, minus a one-time annual \$1.2 million deductible which is deducted from the total aggregate cost associated with all qualifying Major Storms in any given fiscal year~~Exogenous Change/Storm Measurement Period~~. Once this annual \$1.2 million deductible is met in any fiscal year, GMP will collect cost associated with Major Storms that occur during the term of the Plan on a quarterly basis. In the quarter following the qualifying storm, GMP will file a report documenting costs associated with all Major Storm costs above the \$1.2 million annual deductible that occurred in that quarter, and will propose a line item charge sufficient to collect those costs in the next quarter (second quarter after the storm(s)). Subject to DPS review and PUC approval, the line item surcharge will go into effect in the second quarter after the storm event

~~(i.e., storm occurring in January, would be reported 30 days from end of first quarter, and if approved, collection would commence on July 1). The aggregate Major Storm incremental maintenance costs incurred during an Exogenous Change/Storm Measurement Period in excess of \$1.2 million will be charged to an Exogenous Major Storm Regulatory Asset account and offset against the Exogenous Change Adjustment Regulatory Liability Account when approved by the Commission.~~

3. ~~Prior Major Storm Costs. Exogenous Change Adjustment Regulatory Liability Account. This is a regulatory liability account through which the Company will collect funds from customers in a consistent and stable method. Existing Exogenous Major Storm Costs for storms occurring prior to the start of the Plan presently total approximately \$24 million (“Prior Major Storm Costs”). over the life of the Plan GMP will to cover Exogenous Change Adjustments. Specifically, the Company will collect an collect these Prior Exogenous Change/Major Storm Costs through Fee through a separate line item on the bill on a surcharge percentage basis, in a total amount of \$8 million annually from customers in all customer classes, in order to retire the existing \$24 million balance by the end of the 3-year Plan. to cover the cost of Exogenous Change Adjustments. The Exogenous Change/Major Storm Fee also shall cover costs associated with Major Storms incurred prior to the inception of this Plan and approved for recovery by the Commission, but not yet collected from customers (“Prior Major Storm Costs”).~~

~~The amounts collected from customers through this mechanism will be recorded to the Exogenous Change Adjustment Regulatory Liability Account and used to offset costs only upon approval of the Exogenous Change Adjustment for any Exogenous Change/Storm Measurement Period, consistent with the filing schedule described in Section VI below. Each Exogenous Change Adjustment~~

~~filing will clearly indicate the amounts that will be applied to recover costs for (1) Non Storm Exogenous Changes, (2) Major Storm Exogenous Changes, and (3) Prior Major Storm Costs.~~

~~The Exogenous Change Adjustment Regulatory Liability Account will accrue interest income/expense based on the Company's credit facility interest rate.~~

~~The Company recognizes that Prior Major Storm Costs will exceed substantially the annual customer collection of \$8 million for Major Storms during the Plan term. The Company may request additional Major Storm cost recovery only if Major Storm costs exceed \$12 million in any Exogenous Change/Storm Measurement Period. Conversely, if during the Plan term the Company's Exogenous Change Adjustment Regulatory Liability Account balance exceeds \$12 million, the Company will file a proposal with the Commission on how best to return up to 50% of the amount between the account balance and \$8 million to customers.~~

~~For purposes of the Exogenous Change Adjustment, an Exogenous Change Adjustment Regulatory Liability is when the cumulative Exogenous Changes/Major Storm Fee collected from customers exceeds the cumulative Exogenous Change Adjustments already approved for recovery by the Commission or those incurred and to be requested at the next Exogenous Change Adjustment filing. An Exogenous Change Adjustment Regulatory Asset is when the Exogenous Change Adjustments and Prior Major Storm Costs approved for recovery by the Commission exceed cumulative Exogenous Change/Major Storm Fee collected from customers.~~

C. MERGER SAVINGS ADJUSTMENT

The Merger Savings Adjustment shall reflect the rate treatment of the merger savings O&M platform approved by the Commission in Docket 7770 and incorporated into the three-year forecast of all non-power costs set at the beginning of this Plan.~~shall occur on a yearly basis effective October 1.~~ The Company shall file the Merger Savings Report~~this adjustment~~, with supporting cost documentation, 60 days following the end of the fiscal year, and any over or under collection of actual savings will be returned or collect as ordered by the Commission.~~the adjustment shall be incorporated into the base rate change for the following fiscal year.~~

D. EARNINGS SHARING ADJUSTOR MECHANISM

Commencing on October 1, 2019, the Company's rates will be subject to an Earnings Sharing Adjustor for each rate period during the Plan term. No later than 60 days after the end of each fiscal year ("ESAM Measurement Period"), the Company shall file with the Commission and Department its Actual Earnings for the ESAM Measurement Period, the proposed Earnings Sharing Adjustor calculation and supporting information. The Earnings Sharing Adjustor will be returned to/collected from customers in an adjustment as described below that goes into effect April 1 of each rate period as a separate line-item on customer bills. Actual Earnings will be calculated on a regulatory basis based on the same methodology as the earnings cap calculation reflected in the PUC's Order in Docket Nos. 6946/6988 (*i.e.*, exclude the Company's disallowed costs and results of unregulated operations (but business services shall be included in cost of service)). Actual Earnings shall include the earnings impact of the adjustments under this Plan ~~Power, Revenue and Exogenous Change Adjustments~~, but shall not include the earnings impact of shareholder merger-related adjustments to Base O&M Costs. The Variance Amount (as defined below) shall be deferred and amortized during the following base rate year ("ESAM Adjustment Period").

The Earnings Sharing Adjustor shall be calculated as follows:

1. Calculation of Variance Amount:

- i. If Actual Earnings reflect an ROE that is within a range equal to 50 basis points below and 50 basis points above the Board-approved ROE during the ESAM Measurement Period, there will be no Earnings Sharing Adjustor. This +/- 50 basis point band is the ESAM Efficiency Band.
- ii. If Actual Earnings reflect an ROE that is 50 to 100 basis points above or below Board-approved ROE, 50% of the revenue impact of the lower earnings is collected from, or 50% of the revenue benefit of the higher earnings is returned to, customers in the Earnings Sharing Adjustor. This +/- 50 to 100 basis point band is the ESAM Sharing Band.
- iii. If Actual Earnings reflect an ROE that is 101 or more basis points below or above the Board-approved ROE, the entire revenue impact or benefit flows to customers in the Earnings Sharing Adjustor.

2. Calculation and Collection of Earnings Sharing Adjustor:

- i. The Earnings Sharing Adjustor shall be a positive or negative fraction equal to
 - a. the total dollar Variance Amount derived in Section V(D)(1) above, divided by
 - b. projected revenues from Company charges during the ESA Adjustment Period, based on the Forecast Methodology.
- ii. The Earnings Sharing Adjustor fraction shall be applied to the revenue from each rate element for each rate class.
- iii. Over/under-collections of the Earnings Sharing Adjustor, due to a variance between projected and actual revenues, shall be deferred and included in the next base rate filing.

A sample calculation is attached as **Attachment 6**.

E. EMERALD ASH BORER ASSESSMENT & ADJUSTOR.

The Plan establishes a separate line item assessment and associated adjustor to collect costs related to addressing reliability and safety issues caused by the infestation of the invasive Emerald Ash Borer, which has recently been confirmed in Vermont. GMP will be implementing an EAB Mitigation Plan to proactively remove all ash trees in power line corridors that are confirmed to have EABs infestations or are at high risk of EAB infestation. The annual assessment to cover this work will be \$1.2 million in each fiscal year, which will be collected through a separate line item on customer bills. Within 60 days following each fiscal year, GMP shall file an annual report on actual EAB expenditures under the mitigation plan, and identify any returns or collections necessitated by changes in the infestation spread rate which will be collected or returned through an adjustment to the EAB line item assessment. This adjustment shall be subject to DPS review and PUC approval prior to implementation, and would be incorporated into rates immediately upon PUC approval.

E.F. RATE SMOOTHING ADJUSTOR.

The Rate Smoothing Adjustor (RSA) shall be established at the beginning of the Plan based on a three-year forecast of (1) non-power costs, (2) power supply costs and revenue, and (3) income taxes, and (4) an estimated return on equity for each year of the Plan. Based on this forecast, The RSA shall establish an annual amount that is either added to or subtracted from the forecasted revenue requirement of FY20, FY21, or FY22, in order to set a Projected Smoothed Base Rate for each fiscal year. The Projected Smoothed Base Rate represents the projected average rate path target for each fiscal year in the Plan that would be required to collect the then-forecasted

revenue requirement at a uniform projected rate change percentage over all three years.

Together with the RSA, a regulatory asset or liability account will be established at the beginning of the Plan based on this forecast to account for any adjustments to the forecasted costs or revenues in each fiscal year that are necessary to establish the “Projected Smoothed Rate.” The regulatory asset or liability will reverse over the term of the Plan and will be zero at the end of the Plan.

F.G. RESIDUAL ADJUSTMENTS

The collection/return of all Adjustors under this Plan shall continue beyond the term of the Plan as allowed by this Plan or otherwise ordered by the Commission. ~~Any balances remaining in the Exogenous Change Adjustment Regulatory Liability Account at the end of the Plan will be addressed in the Company’s next base rate case.~~ Any over/under collection for any Adjustor under this Plan remaining at the end of its term and not yet subject to a Commission order regarding its collection or return shall be deferred and addressed in the Company’s next base rate case.

VI. SCHEDULE FOR FILING ADJUSTORS; NOTICE AND REVIEW OF ADJUSTOR FILINGS; ~~EFFECTIVE DATE~~

Each Adjustor listed above shall be filed in accordance with the following schedule:

1. Retail Revenue Adjustor & Power Supply Adjustor – Within 30 days of the close of the quarter, GMP shall file documentation showing the calculations of each adjustor, subject to review and comment by the Department. The Adjustors shall go into effect the first day of the second quarter following the relevant quarterly measurement period.

The Retail Revenue Adjustor and Power Supply Adjustor are not subject to Commission suspension, but the Commission may open an investigation and

to the extent it finds, after notice and hearing, that the calculation was inaccurate or reflected costs inappropriate for inclusion in rates, it may require a correction as necessary.

2. Exogenous ~~Non-Storm~~ Change Adjustment & Earnings Sharing Adjustment

Mechanism – Within 60 days after the end of each measurement period, calculations associated with both the Exogenous Non-Storm Change Adjustor and the Earnings Sharing Adjustor shall be filed and subject to review and comment by the Department. The Commission shall approve the proposed adjustments no later than 45 days prior to April 1 of the following year, so that the Exogenous Non-Storm Change Adjustor and Earnings Sharing Adjustor amount can be reflected as separate line items on customer bills for the ensuing 12 months, unless otherwise ordered by the Commission, commencing April 1 of each year. ~~and the Exogenous Change Adjustor amount can be offset against the Exogenous Change Adjustment Regulatory Liability Account.~~

2.3. Exogenous Major Storm Adjustors – Within 30 days of the close of the quarter, GMP shall file documentation showing the cost of any Major Storm costs above the \$1.2 million annual deductible that occurred in the measurement quarter, and show calculations for collection of Major Storm costs in the following quarter, subject to review and comment by the Department. The Exogenous Major Storm Adjustor shall go into effect the first day of the second quarter following the relevant quarterly measurement period.

4. Merger Savings Adjustment Report – the Merger Savings Adjustment R~~r~~eport shall be filed no later than 60 days after the end of the fiscal year.

3.5. EAB Adjustor. The \$1.2 million annual assessment will go into effect starting with rates in FY20 through a separate line item on customer bills. Within 60 days following each fiscal year, GMP shall file an annual report on actual EAB expenditures under the mitigation plan, and identify any returns or collections necessitated by changes in the infestation spread rate which will be collected or returned through an adjustment to the EAB line item assessment. This adjustment shall be subject to DPS review and PUC approval prior to implementation, and would be incorporated into rates immediately upon PUC approval.

VII. INNOVATION AND PERFORMANCE METRICS

A. INNOVATIVE PILOT PROGRAM

The Innovative Pilot provision of the prior regulation plan continues through this plan, as outlined in **Attachment 2**. New Innovative Pilots developed during the term of the Plan ~~which~~ that are not already included in base rates (whether as an existing Pilot or subsequent tariff) shall not result in any plant additions that cause rate adjustments under this Plan, except insofar they are specifically requested to be included in base rates under the New Initiatives exception in Section IV(1)(A)(iv)~~(d)~~. Any changes to revenue or power supply cost that result from New Initiative programs will be included in adjustments made pursuant to the Retail Revenue Adjustor or the Power Supply Adjustor.

B. VERMONT ENERGY PLAN INVESTMENT

The Company shall continue to support Vermont's statewide energy goals by advancing promising technologies (e.g. electric vehicles, heat pumps, energy

storage, solar power, etc.) and by exploring new services to facilitate efficient, low carbon energy choices by electric customers and consistent with least cost principles.

C. SERVICE CHOICES

The Company will continue to work with the Department to explore and implement additional innovative service choices, including as the result of the implementation of advanced automated meter reading technologies and infrastructure.

D. SERVICE QUALITY

The Company's Service Quality & Reliability Performance Monitoring and Reporting Plan ("SQRP"), as it may be amended from time to time, is hereby incorporated into and made a part of this Plan.

~~performance standard for these stretch goals, a 5-basis point adder for each individual goal met on an annual basis (totaling no more than 25 basis points) will be incorporated into the Company's allowed ROE for the subsequent fiscal year. This ROE adder will be incorporated into the allowed ROE (after indexing) in the Company's Annual Base Rate Filing.~~

E. INNOVATION & PERFORMANCE MEASUREMENT METRICS

The Company shall measure and annually report on the ~~following categories of activities~~ Innovation and Performance Metrics identified in Attachment 7.

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~~Connected Distributed Energy Resources (DERs);~~

~~Third Party Installed DER Resources;~~

~~Load Islanding;~~

~~Performance Against Peak Events;~~

~~Customer Technology Adoption/Cost of Back Office Services~~

~~The specific criteria and metrics to be measured for each category are identified in Attachment 7.~~ These metrics shall be measured on a fiscal ~~calendar~~-year basis and will be provided for purposes of tracking only. There will be no penalties or incentives associated with tracking these metrics during the term of the Plan. An annual report on these metrics shall be provided by at the same time as GMP's annual Plan Evaluation under Section VIII (B) below. ~~SQRP report.~~

VIII. OTHER PLAN COMPONENTS

A. LOW INCOME

The Company shall match contributions by its customers to the Company's Warmth Program, and the amount of the Company's match shall not be included in rates. In addition, The Company will contribute 5% of any excess earned utility net income above the allowed utility net income ~~(including any ROE adjustments relating to Performance Incentive Metrics)~~ to its low-income customer support programs, after consultation with the Department of Public Service and its Consumer Affairs division.

~~B. INTEGRATED RESOURCE PLAN UPDATES~~

~~The Company shall provide the Commission and the Department an update to the Action Plan included in the most recently filed Integrated Resource Plan ("IRP") no later than March 31st of each year of this Plan.~~

C.B. PLAN EVALUATION

Beginning ~~January 30~~~~December 1~~, 2021 and each year thereafter under the Plan, the Company shall file a report with the Commission and Department evaluating the effectiveness of the Plan’s performance in achieving the goals of 30 V.S.A. § 218d. The evaluation shall include the performance of the plan relative to the innovative and performance metrics set out in Section VII, and an update to the Action Plan included in the most recently filed Integrated Resource Plan (“IRP”). In advance of filing the reports, the Company shall confer with the Department with respect to the measurement criteria to be used in the reports. The Company will continue to use the criteria jointly agreed-upon with the Department in the annual reports assessing the Plan’s effectiveness.

IX. LIMITATIONS ON OTHER RATE CHANGES.

No general rate adjustment other than described herein will be implemented between October 1, 2019 and September 30, 2022, except that the Company may seek temporary rate increases pursuant to 30 V.S.A. § 226(a) and the Company may file modified or new tariffs for new services ~~and/or~~ adjustments on a revenue-neutral basis subject to Commission approval pursuant to 30 V.S.A. §§ 225, 226, 227. The Company may also file non-tariffed proposals for Innovative Pilot products or services beyond the basic sale of electricity that are consistent with Vermont state energy policy, subject to Commission approval pursuant to the process set out in **Attachment 2**. Nothing herein shall preclude the Department from requesting a Commission Order requiring that a new or existing Innovative Pilot be offered through a tariff.

X. MISCELLANEOUS

A. During the term of the Plan, the application of Title 30, including 30 V.S.A. §§ 218(a), 225, 226, 227 and 229, to GMP shall be modified by the provisions of the

Plan and the Commission order approving the Plan.

- B. The Company shall continue to file concurrently with each Adjustor filing the type of documentation it has previously filed under prior regulation plans with respect to each type of filing.
- C. The Company shall describe the Plan in a separate mailing at least one month prior the first rate adjustment under the Plan and shall work with the Department in the development of customer communications and materials to be provided to customers. The Company will also hold twice yearly meetings -with customers, one in its northern service territory and one in its southern service territory,- to answer questions and review its performance under the Plan, including a discussion of the innovation and performance metrics tracked under the Plan.
- D. Nothing in the Plan will be interpreted as preventing the Department from requesting a Commission investigation into the Company's rates or the Commission from undertaking such an investigation. The retroactive effect of any such investigation, shall be consistent with 30 V.S.A. § 227(b).