

SCHEDULE 21-GMP
LOCAL SERVICE SCHEDULE

I. COMMON SERVICE PROVISIONS

This Local Service Schedule, designated as Schedule 21-GMP, governs the terms and conditions of service taken by Transmission Customers over Green Mountain Power Corporation's Transmission System. In the event of any conflict between the terms of this Schedule 21-GMP and the other provisions of the Tariff, the provisions of this Schedule 21-GMP shall control.

1. DEFINITIONS

The following definitions apply to capitalized terms in this Schedule 21-GMP. Any capitalized terms not defined herein shall have the meaning ascribed to such term in Schedule 21-Common or the Tariff.

1.1 2012 Effective Period:

The period beginning October 1, 2012, and continuing through December 31, 2012.

1.2 Affiliate:

With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

1.3 Annual Transmission Revenue Requirement:

The total annual cost of Green Mountain's Transmission System shall be determined pursuant to Attachment F of the ISO-NE OATT until amended by Green Mountain or modified by the Commission.

1.4 Annual True-Up:

The reconciliation to actual costs of the estimated costs used for billing purposes under Section 4.0 of this Local Service Schedule for any Service Year.

1.5 Green Mountain or GMP:

Green Mountain Power Corporation

1.6 Green Mountain's Annual Transmission System Peak:

The maximum firm usage of Green Mountain's Transmission System in any hour during the twelve months ending with the billing month as determined pursuant to Section 13.2 of this

Schedule 21-GMP.

1.7 Green Mountain's Transmission System:

The Non-PTF owned, controlled or operated by Green Mountain (other than Green Mountain's share of transmission capacity from Hydro-Quebec under the Block Loading Transmission Facilities Agreement dated February 15, 1989) that are used to provide transmission service under this Schedule 21-GMP.

1.8 Highgate Converter:

The 225 MW AC/DC Converter at Highgate, Vermont, which connects the Vermont and Quebec grids, and associated AC facilities.

1.9 Load Ratio Share:

The ratio of a rolling 12 month average of Network Customer's Local Network Load to a rolling 12 month average of Green Mountain's Transmission System Peak for each month as computed pursuant to Sections 13.1 and 13.2 of this Schedule 21-GMP.

1.10 Local Network Operating Agreement:

An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Local Network Service under Schedule 21 and this Schedule 21-GMP.

1.11 Local Network Operating Committee:

A group made up of representatives from the Network Customer(s) and Green Mountain established to coordinate operating criteria and other technical considerations required for implementation of Local Network Service under Schedule 21 and this Schedule 21-GMP.

1.12 NPCC:

The Northeast Power Coordinating Council.

1.13 Parties:

Green Mountain and the Transmission Customer receiving Local Service under this Schedule 21-GMP.

1.14 Service Year

The period of January 1 through December 31 of each year in which service is provided under this Schedule 21-GMP.

1.15 System Condition:

A specified condition on the Transmission Provider's system or on a neighboring system, such as a constrained transmission element or flowgate, that may trigger Curtailment of Long-Term Firm Point-to-Point Transmission Service using the curtailment priority to Section 1.7.f of Schedule 21. Such conditions must be identified in the Transmission Customer's Service Agreement.

1.16 Tariff:

ISO New England Inc.'s Transmission, Markets and Services Tariff or its successor.

2. INITIAL ALLOCATION AND RENEWAL PROCEDURES

2.1 Reservation Priority For Existing Firm Service Customers:

See Schedule 21 Part I § 1.b.

3. ANCILLARY SERVICES

Ancillary Services are needed with transmission service to maintain reliability within and among the Control Areas affected by the transmission service. Green Mountain is required to provide (or offer to arrange with the local Control Area operator as discussed below), and the Transmission Customer taking Local Service from Green Mountain is required to purchase, the following Ancillary Services: (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation or Other Sources.

In addition, the Transmission Customer is required to purchase additional Ancillary Services under the terms and conditions of the Tariff. The Transmission Customer may not decline the Green Mountain's offer of Ancillary Services unless it demonstrates that it has acquired the Ancillary Services from another source. A Transmission Customer that exceeds its firm reserved capacity at any Point of Receipt or Point of Delivery or an Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved is required to pay for all of the Ancillary Services identified in this section that were provided by Green Mountain associated with the unreserved service. The Transmission Customer or Eligible Customer will pay for Ancillary Services based on the amount of transmission

service it used but did not reserve. Green Mountain shall also assess a penalty for any unauthorized use of any Ancillary Services by the Transmission Customer, in accordance with the provisions in Section 8.3 of this Schedule 21-GMP.

3.1 Scheduling, System Control and Dispatch Service:

The rates and/or methodology are described in Schedule 1.

3.2 Reactive Supply and Voltage Control from Generation or Other Sources Service:

The rates and/or methodology are described in Schedule 2.

4. BILLING AND PAYMENT

4.1.1 Estimated Billing, Annual True-Up, Review and Challenge Procedures:

The provisions of this Section 4 apply to Local Service, except that Sections 4.1.1.2 through 4.1.1.4 shall apply only to the GMP's Annual Distribution Substation Facilities Costs, Annual Lines and Line-Related Costs, and Meter and Meter-Related Costs (together "Distribution and Meter Costs") as determined pursuant to Attachment D-2, Attachment D-3, and Attachment D-4, respectively, under this Schedule 21-GMP. Annual forecast, annual true-up, review and challenge procedures for Local Service shall be pursuant to Attachment F of the ISO-NE OATT, including applicable Appendices and Protocols.

4.1.1.1 Billing:

Within ten days after the first day of each month, Green Mountain shall submit an invoice to the Network Customer for the charges for all services furnished under this Schedule 21-GMP during the preceding month. The invoice shall be paid by the Network Customer within twenty-five (25) days from the date of mailing of the invoice. All payments shall be made in immediately available funds payable to Green Mountain, or by wire transfer to a bank named by Green Mountain. Monthly billings for Distribution and Meter Costs shall be based on estimates as provided in Section 4.1.1.2 and shall be subject to the Annual True-Up as provided in Section 4.1.1.3.

4.1.1.2 Annual Forecast:

(i) **Estimates:**

Billings for Distribution and Meter Costs hereunder shall be based on cost estimates made by Green Mountain subject to Annual True-Up when actual costs for the Service Year are known. No later than October 15 of each year, Green Mountain will provide to its customers paying Distribution and Meter Costs and cause to be posted on its website and the OASIS, non-binding cost estimates for the next Service Year (the "Annual Forecast"). These cost estimates will be prepared by taking into account any available budget information for the Service Year.

Green Mountain will provide cost component details to support the estimates, as well as documentation and information necessary to understand and evaluate the implementation of the formulas provided in Attachment D-2, Attachment D-3 and Attachment D-4 of this Schedule (each a "Formula Rate," together, "Formula Rates") for either the correctness of inputs and calculations, or the reasonableness of the costs to be recovered in the Formula Rates, and sufficient to enable Interested Parties to replicate the Formula Rates as implemented by Green Mountain, in order to support its estimated charges. As part of its Annual Forecast, Green Mountain will also disclose in writing and explain any change in accounting that would affect inputs to the Formula Rates or the resulting charges billed under the Formula Rates ("Material Accounting Change"). Such Material Accounting Changes include, but are not limited to, (1) the initial implementation of an accounting standard or policy; (2) the initial implementation of accounting practices for unusual or unconventional items where the Commission has not provided specific accounting direction; (3) corrections of errors and prior period adjustments; (4) the implementation of new estimation methods or policies that change prior estimates; and (5) changes to income tax elections.

Green Mountain will make available to any Interested Party a fully functional Excel file containing that year's Annual Forecast data, including the populated Formula Rate templates and associated workpapers, with all links intact. Green Mountain will also provide to each Interested Party (1) a link to Green Mountain's FERC Form No. 1, which shall be posted on Green Mountain's website and the OASIS, with references to specific pages within the FERC Form No. 1 that support its Annual Forecasts; and (2) any other documentation and worksheets necessary to understand and evaluate the implementation of the Formula Rates in the Annual Forecasts in sufficient detail and with sufficient explanation to demonstrate that each input to the Formula Rates are consistent with the requirements of the Formula Rates, as well as to support Green

Mountain's asset values, relevant costs, billing determinant loads, and other charge components related to GMP's Distribution and Meter Costs. Green Mountain will meet with each Interested Party, as reasonably requested, to review this material and resolve any concerns.

For purposes of this Section 4.1.1.2 and 4.1.1.3, "Interested Parties" includes customers paying Distribution and Meter Costs, the Vermont Department of Public Service, the New Hampshire Public Utilities Commission, and the Vermont and New Hampshire attorney generals. With respect to any Service Year, Interested Parties also includes any person seeking to obtain information and/or to participate in the review processes for that Service Year pursuant to Sections 4.1.1.2 and 4.1.1.3.

(ii) Discovery and Annual Forecast Revisions:

During the period between October 15 and November 15, Interested Parties shall be entitled to serve reasonable information and document requests on Green Mountain, provided that such requests are relevant to the development of the Annual Forecast. Green Mountain will make a good faith effort to respond to such requests within ten business days. Green Mountain shall modify the Annual Forecast to reflect any changes that it and the Interested Parties agree upon by no later than December 10 of each year. No later than December 15, Green Mountain will provide to Interested Parties, and cause to be posted on its website and the OASIS, final cost estimates for the next Service Year, which cost estimates will be used for billing purposes in the next Service Year.

(iii) Annual Forecast Informational Filing:

No later than January 15, or on the first business day thereafter of each year, Green Mountain shall file with FERC for informational purposes an Annual Forecast Informational Filing containing Green Mountain's Annual Forecast for the current Service Year, as amended to reflect any changes that it and the Interested Parties have agreed upon by December 10 of the previous year, and to include the information furnished pursuant to Section 4.1.1.2 (ii).

The Annual Informational Filing shall make note of any aspects of the Formula Rates or their inputs that are the subject of an ongoing dispute under the challenge procedures described in

Section 4.1.1.3 (iii), below. This Annual Forecast Informational Filing shall not require Commission action.

(iv) Annual Forecast Challenges:

(1) Interested Parties may challenge any element of Green Mountain's Annual Forecast for a Service Year that represents a "Material Accounting Change" as defined in Subsection 4.1.1.2(i), or an error in applying or a deviation from Green Mountain's Formula Rate set forth in Attachment D-2 provided that such Material Accounting Change, error or deviation has an impact of \$60,000 or more on the portion of the annual revenue requirement that is allocable to the Schedule 21 customers paying Distribution and Meter Costs in the Annual Forecast for a Service Year. A challenge may be raised through an Informal Challenge, and, as described in Section 4.1.1.3 (iii)(A), if Green Mountain and the Challenging Party are unable to resolve the Informal Challenge to any such element, by filing a Formal Challenge, as described in Section 4.1.1.3 (iii)(C). Unless mutually extended by the challenging Interested Party, any Informal Challenge must be submitted within 30 days following the filing of the Annual Forecast Informational, and any Formal Challenge must be filed within 60 days of the of the submission of the Informal Challenge.

(2) The failure to raise challenges to any such elements, as described in Paragraph 1, of an Annual Forecast shall not preclude raising such challenges to such items in the Annual True-Up for that Service Year. Nothing in this Subsection (iv) precludes the filing of a complaint pursuant to the provisions of Section 206 of the FPA to any element of the Annual Forecast.

4.1.1.3 Annual True-Up:

(i) Annual True-Up Procedures:

(1) The Annual True-Up shall occur no later than the sixth month of the calendar year following the close of the Service Year to which the Annual True-Up relates. To the extent bill adjustments, either increases or decreases, are required pursuant to the Annual True-Up, such adjustments shall bear interest calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 C.F.R. § 35.19a(a)(2)(iii).

(2) The Annual True-Up shall be performed by recalculation of the costs for the Service Year based on Green Mountain's actual Annual Revenue Requirements for Distribution and Meter Costs and load information as reported in the FERC Form No. 1 for that Service Year, which cost and load information shall be used to develop a charge, to be used in the Annual True-Up. Any difference between the estimated charge and the actual charge shall be collected from or refunded to the customer paying Distribution and Meter Costs in the month of June of the calendar year following the Service Year.

(3) As part of its Annual True-Up process, Green Mountain will disclose in writing and explain any Material Accounting Change that would affect inputs to the Formula Rate or the resulting charges billed under the Formula Rate. Green Mountain shall also identify any items included in the Formula Rate at an amount other than on a historical cost basis, and shall provide for the identification of any reorganization or merger transactions occurring in 2013 or thereafter and explain the effect of the accounting for such transactions on inputs to the Formula Rate. To the extent these Material Accounting Changes and other matters affect Green Mountain's inputs to the Formula Rate, Green Mountain will provide a narrative explanation of the individual impact of those items on charges billed under the Formula Rate. The Annual True-Up shall also be accompanied by supplementary information which shall (i) detail any data used in the Annual True-Up not directly taken from Green Mountain's FERC Form No. 1 Report and (ii) identify any FERC Form No. 1 Account used to record expenses during the Service Year that was not used in the preceding Service Year. The supplementary information shall be certified by an officer of Green Mountain.

(4) The Annual True-Up shall include an attestation by a Company officer that "to the best of the affiant's knowledge, information and belief the data employed in the Annual True-Up reflect Green Mountain's per book costs for the Service Year, conform to Green Mountain's FERC Form No. 1 Report for the Service Year, conform in all material respects to the FERC Uniform System of Accounts, and have been developed in accordance with the provisions of this rate schedule."

(ii) **Annual True-Up Review Process:**

(1) No later than June 15 of the year following the Service Year, Green Mountain shall provide to each Interested Party, and shall post on Green Mountain's website and the OASIS, the Annual True-Up. The Annual True-Up shall include the information that is reasonably necessary

to determine: (1) that input data under the Formula Rate are properly recorded in any underlying workpapers; (2) that Green Mountain has properly applied the Formula Rate and the procedures in this Section 4.1.1; (3) the accuracy of data and the consistency with the Formula Rate of the actual revenue requirement and rates (including any true-up adjustment) under review; (4) accounting changes that affect Formula Rate inputs; and (5) the reasonableness of projected costs included in the projected capital addition expenditures. The Annual True-Up shall also include a fully functional Excel file containing that year's Annual True-Up data, including the populated Formula Rate template and associated workpapers, with all links intact, as well as a link to Green Mountain's FERC Form No. 1, which shall be posted on Green Mountain's website and the OASIS, with references to specific pages within the FERC Form No. 1 that support its Annual True-Up. The information to be provided by Green Mountain shall be sufficient, and in sufficient detail, to allow Interested Parties to understand and evaluate the implementation of the Formula Rate for either the correctness of inputs and calculations, or the reasonableness of the costs to be recovered in the Formula Rate, and to enable Interested Parties to replicate Green Mountain's Annual True-Up of its Formula Rate. If the date for making the Annual True-Up posting should fall on a weekend or a holiday recognized by the FERC, then the posting shall be due on the next business day.

(2) No later than June 30, Green Mountain shall hold an annual meeting open to all Interested Parties, at which Green Mountain will explain and Interested Parties can review and discuss Green Mountain's calculations.

(v) There shall be an "Audit Period" that will extend from July 1 through September 30 of the year following the Service Year; provided that Green Mountain and the Interested Parties may agree to extend the Audit Period beyond September 30 by their mutual written agreement. During the Audit Period, the Interested Parties shall have the right to conduct an audit or other inspection of the actual data used in the Annual True-Up and/or to serve reasonable information and document requests on Green Mountain, provided that such requests are relevant to the development of the Annual True-Up. Green Mountain shall not withhold information on grounds of confidentiality, but is entitled to make such information available pursuant to a confidentiality agreement and to restrict access to non-competitive duty personnel and to other personnel whose receipt of the information would not be in violation of the Standards and/or Code of Conduct as prescribed by FERC. Green Mountain shall exercise all reasonable efforts to provide the Interested Party, within 10 business days, such additional information as the Interested Party may

request in order to understand the Annual True-Up. At any time during the Annual True-Up process, to the extent requested, Green Mountain shall meet with any Interested Party to provide additional information, explanation, and/or clarification regarding the Annual True-Up as the Interested Party may request, including but not limited to information concerning Green Mountain's accounting practices, procurement methods and cost control methodologies, in an effort to resolve any concerns expressed by any Interested Party.

(4) Any Interested Party that has not resolved its Informal Challenge or Formal Challenge to an Annual True-Up may file with FERC a Complaint pursuant to Section 206 of the Federal Power Act and 18 C.F.R. § 385.206. In the event such a Complaint is filed, the disputed component or components of the Annual True-Up shall be subject to refund as of the first day of the Service Year the disputed component affected the customer's charges pending the results of the Commission investigation instituted as a result of such Complaint.

(5) Neither the Company, the customer nor any other Interested Party may use the Annual True-up process to challenge or modify any provision of Schedule 21-GMP. Any such challenge or modification must be made pursuant to Section 205 of the Federal Power Act if by the Company or Section 206 of the Federal Power Act if by the Customer.

(iii) Challenge Procedures to the Annual True-Up:

Interested Parties may raise challenges to Green Mountain's Annual True-Up or any aspect thereof in three ways: (i) by Informal Challenge, as described in Section 4.1.1.3 (iii)(A); (ii) by Formal Challenge, as described in Section 4.1.1.3 (iii)(C), or (iii) by filing a complaint with the FERC pursuant to Section 206 of the Federal Power Act.

(A) Informal Challenges:

No later than September 30 of each year, any Interested Party may notify Green Mountain in writing of any specific challenges to any component of the Annual True-Up for the preceding Service Year, including any Material Accounting Change that affects the Annual True-Up ("Informal Challenge"). Informal Challenges shall be presented in writing (including by electronic mail) addressed to the Green Mountain representative identified for the purpose of receiving such challenges in Green Mountain's Annual True-Up, and shall be designated by the

challenging Interested Party as an Informal Challenge. In response to an Informal Challenge, Green Mountain shall appoint a senior representative to work with the Interested Party (or its representatives) toward a resolution of the dispute. The representative of the Interested Party and Green Mountain's representative shall meet at least once during the 30 days following the Interested Party's submission of its challenge, and shall engage in good faith efforts (which shall include the sharing of information upon reasonable request) to resolve the dispute. Any modification to the Annual True-Up or any Material Accounting Change that results from an Informal Challenge and that is agreed upon no later than December 10 shall be promptly posted on Green Mountain's website and the OASIS and incorporated into the Annual Informational Filing. Either the challenging party or Green Mountain may terminate the Informal Challenge process at any time, by written notice to that effect to the other party. In the event the process is terminated without reaching a mutually-agreed resolution of the Informal Challenge, the challenging Interested Party is free to initiate a Formal Challenge proceeding as described in Section 4.1.1.3(iii)(C), below, or to file a complaint with FERC.

(B) Informational Filing of Annual True-Up:

On October 30 of each year, Green Mountain shall file with FERC its Annual True-Up, as amended to reflect any changes that it and the Interested Parties have agreed upon following the Informal Challenge procedures described in Section 4.1.1.3(iii)(A), for the penultimate Service Year. This filing shall include the information that is reasonably necessary to determine: (1) that input data under the Formula Rate are properly recorded in any underlying workpapers; (2) that Green Mountain has properly applied the Formula Rate and the procedures in this Section 4.1.1.3; (3) the accuracy of data and the consistency with the Formula Rate of the actual revenue requirement and rates (including any Annual True-Up adjustment) under review; (4) the extent to which accounting changes affect Formula Rate inputs; and (5) the reasonableness of projected costs included in the projected capital addition expenditures. The information shall also identify any Formal Challenges pertinent to the Annual True-Up. This filing is made only for informational purposes. The Commission is not expected to take (but is not precluded from taking) any action on this filing since any disputes regarding an Annual True-Up are to be made pursuant to the Informal and Formal Challenge procedures described in Section 4.1.1.3 (iii).

(C) **Formal Challenges:**

- (1) A Formal Challenge is a filing made by an Interested Party to the FERC in accordance with the terms of this Section 4.1.1.3 (iii)(C) of Schedule 21-GMP, and which shall include the information required under 18 C.F.R. § 385.206 (b)(1), (2), (3), (4) and (7).
- (2) If an Interested Party who has raised an Informal Challenge and Green Mountain have not resolved the Informal Challenge within thirty (30) days after its submission to Green Mountain, that Interested Party shall have an additional thirty (30) days to file a Formal Challenge with the FERC, which shall be served on Green Mountain by electronic service on the date of such filing provided, however, if the FERC initiates a proceeding to consider the Annual True-Up, Interested Parties may raise any Formal Challenges in that proceeding.
- (3) An Interested Party's Formal Challenge may not raise any issue that was not the subject of that party's Informal Challenge during the Audit Period.
- (4) Within twenty-one days of the date of the filing of a Formal Challenge, Green Mountain shall submit its response to the Commission and certify therein that it has served by electronic service that response on any party that has filed a Formal Challenge and on each person upon whom Green Mountain served the Annual True-Up.
- (5) In any proceeding initiated by the FERC concerning the Annual True-Up or in response to a Formal Challenge, Green Mountain shall bear the burden of proving that it has correctly applied the terms of the Formula Rate. Nothing herein is intended to alter the burdens customarily applied by the FERC with respect to prudence challenges.
- (6) The processes provided in this Section are additional to, and do not in any way limit, the rights or remedies of Green Mountain or Interested Parties under the Federal Power Act. Without limiting the foregoing, nothing stated in this Section shall be deemed to limit in any way the right of Green Mountain to file unilaterally, pursuant to Section 205 of the Federal Power Act and the regulations thereunder, changes to the Formula Rate or any of its stated values, or the right of any other party to request such changes pursuant to Section 206 of the Federal Power Act and the regulations thereunder. The party filing pursuant to Section 205 or 206 bears the standard burdens associated with such a filing.

4.1.1.4

On occasion, the Commission may make changes to FERC Form No. 1 or the Uniform System of Accounts. These changes could make GMP's Formula Rate, as set forth in Attachments D-1 and D-2, inoperable or inaccurate as to those items. Therefore, on the occasion of such a change, Green Mountain will make a single-issue Section 205 filing to update the references in the Formula Rate to reflect any changes to the format and/or content of the FERC Form No. 1 or the Uniform System of Accounts. Green Mountain shall submit this filing no later than the date of submission of the Annual True-Up of the Service Year to which such change relates, and shall be effective on the date the revisions to the FERC Form No. 1 or Uniform System of Accounts, as applicable, becomes effective. Any proceedings commenced in response to this filing shall not include or allow for consideration or examination of any other aspects of the Formula Rate or other issues associated with the Formula Rate, except to the extent that the proposed changes directly impact other Formula Rate components that are not the subject of the single-issue filing. All parties will have all applicable rights under the Federal Power Act and the Commission's regulations with respect to such single-issue Section 205 filings, except as limited by this paragraph.

4.1.2 Reserved:

4.2 Interest on Unpaid Balances:

Interest on any unpaid amounts owed by the Transmission Customer or refunds by Green Mountain (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 C.F.R. § 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by Green Mountain.

4.3 Customer Default:

In the event the Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to Green Mountain on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after Green Mountain notifies the Transmission Customer to cure such failure, a default by the Transmission

Customer shall be deemed to exist. Upon the occurrence of a default, Green Mountain may initiate a proceeding with the Commission to terminate service but shall not terminate service until the Commission so approves any such request. In the event of a billing dispute between Green Mountain and the Transmission Customer, Green Mountain will continue to provide service under the Service Agreement as long as the Transmission Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Transmission Customer fails to meet these two requirements for continuation of service, then Green Mountain may provide notice to the Transmission Customer of its intention to suspend service in sixty (60) days, in accordance with Commission policy.

4.4 Billing and Payments Following Merger of Central Vermont Public Service Company and Green Mountain

Any amounts owed to or by Central Vermont Public Service Corporation under that company's Schedule 21 with respect to service provided pursuant to that schedule prior to its termination and prior to the merger of Central Vermont Public Service Corporation into Green Mountain shall be owed to or by Green Mountain and shall be paid to Green Mountain in the case of amounts owed to Central Vermont Public Service Corporation and shall be paid by Green Mountain in the case of amounts owed by Central Vermont Public Service Corporation.

5. ACCOUNTING FOR GREEN MOUNTAIN'S USE OF THE TARIFF

Green Mountain shall record the following amounts, as outlined below.

5.1 Transmission Revenues:

Include in a separate operating revenue account or subaccount the revenues it receives from Local Point-To-Point Service when making Third-Party Sales.

5.2 Study Costs and Revenues:

Include in a separate transmission operating expense account or subaccount, costs properly chargeable to expense that are incurred to perform any System Impact Studies or Facilities Studies that Green Mountain conducts to determine if it must construct Local Network Upgrades necessary for its own uses, including making Third-Party Sales; and include in a separate operating revenue account or subaccount the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in the

Transmission Customer's billing under this Schedule 21-GMP.

6. REGULATORY FILINGS

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the right of Green Mountain to unilaterally make application to the Commission for a change in rates, terms and conditions, charges, classification of service, Service Agreement, rule or regulation under Schedule 21-GMP, pursuant to Section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder.

Nothing contained in the Tariff or any Service Agreement shall be construed as affecting in any way the ability of any Party receiving service under Schedule 21-GMP to exercise its rights under Section 206 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder.

7. CREDITWORTHINESS

The creditworthiness procedures are specified in Attachment L of Schedule 21-GMP.

II. LOCAL POINT-TO-POINT SERVICE

PREAMBLE

Green Mountain will provide Firm and Non-Firm Local Point-To-Point Service over Green Mountain's Transmission System pursuant to the applicable terms and conditions of this Schedule 21 and this Schedule 21-GMP. Local Point-To-Point Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transmission of such capacity and energy to designated Point(s) of Delivery.

8. TERMS AND CONDITIONS APPLICABLE TO ALL LOCAL POINT-TO-POINT SERVICE

8.1 Determination of Available Transfer Capability:

A description of Green Mountain's specific methodology for assessing available transfer capability posted on Green Mountain's OASIS under "ATC Information" and is contained in Attachment A to this Schedule 21-GMP.

8.2 Real Power Losses:

Real power losses are associated with all transmission service. Green Mountain is not obligated

to provide real power losses. The Transmission Customer is responsible for replacing losses associated with all Local Point-To-Point Service as calculated by Green Mountain. The applicable Real Power Loss factors are as follows:

Service over Green Mountain's Transmission System: 3.0 percent

Service over Green Mountain's Combined Transmission System and Distribution Facilities: 5.2 percent.

8.3 Charges for Unauthorized Use:

Consistent with Schedule 21-Common, Sections I.1.g and I.2.e, in the event that a Transmission Customer (including Third Party Sales by Green Mountain) exceeds its firm Reserved Capacity at any Point of Receipt or Point of Delivery, the Transmission Customer shall pay, in addition to the otherwise applicable charges, a penalty charge as follows: (1) For unauthorized use within a single day, the penalty charge shall be twice the daily rate as specified in Schedule 4 to Schedule 21-GMP. (2) For unauthorized use in two or more days in a calendar week, the penalty charge shall be twice the weekly rate as specified in Schedule 4 to Schedule 21-GMP. (3) For multiple instances of unauthorized use in more than one calendar week in a calendar month, the penalty charge shall be twice the monthly rate as specified in Schedule 4 to Schedule 21-GMP.

8.4 Stranded Cost Recovery:

Green Mountain may seek to recover stranded costs from the Transmission Customer pursuant to this Schedule in accordance with the terms, conditions and procedures set forth in FERC Order No. 888 or as otherwise justified. However, Green Mountain must separately file any specific proposed stranded cost charge under Section 205 of the Federal Power Act.

9. TERMS AND CONDITIONS APPLICABLE TO FIRM LOCAL POINT-TO-POINT SERVICE

9.1 Response to a Completed Application:

Following receipt of a Completed Application for Firm Local Point-To-Point Service, Green Mountain shall make a determination of available transfer capability pursuant to Attachment A of this Schedule 21-GMP.

9.2 Procedures for Conducting System Impact Study:

After receiving a request for service, Green Mountain shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of Green Mountain's methodology for conducting a System Impact Study is provided in Attachment B to this Schedule 21-GMP. A description of Green Mountain's methodology for conducting a System Impact Study on a clustered basis is provided in Attachment B-1.

9.3 Charge for Failure to Curtail Firm Local Point-To-Point Service:

Consistent with Schedule 21, Section I.1.f, in the event a Transmission Customer fails to implement a Curtailment within ten minutes as required by Green Mountain, the Transmission Customer shall pay, in addition to any other charges for service, a charge equal to two times the amount of transmission service which the Transmission Customer fails to curtail multiplied by the applicable charge for Firm Local Point-To-Point Service for the lesser of the term of the transaction or one month.

10. TERMS AND CONDITIONS APPLICABLE TO NON-FIRM LOCAL POINT-TO-POINT SERVICE

10.1 Reservation of Non-Firm Local Point-To-Point Service:

Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence; requests for daily service shall be submitted no earlier than two (2) business days before service is to commence; and requests for hourly service shall be submitted no earlier than noon the last business day before service is to commence. Requests for service received later than 2:00 p.m. of the last business day before service is scheduled to commence will be accommodated if practicable.

10.2 Determination of Available Transfer Capability:

Following receipt of a tendered schedule Green Mountain will make a determination on a non-discriminatory basis of available transfer capability pursuant to the procedures set out in Attachment A.

10.3 Charges for Failure to Curtail or Interrupt Service:

Consistent with Schedule 21, Section I.2.g, in the event a Transmission Customer fails to

implement a Curtailment within ten minutes or an Interruption within twenty minutes as required by Green Mountain, the Transmission Customer shall pay, in addition to any other charges for service, a charge equal to two times the amount of transmission service which the Transmission Customer fails to curtail or interrupt multiplied by the applicable charge for Firm Local Point-to-Point Service for the lesser of the term of the transaction or one month.

11. COMPENSATION FOR TRANSMISSION SERVICE

Rates for Firm and Non-Firm Local Point-To-Point Service are provided in Schedules 3 and 4 appended to this Schedule 21-GMP: Firm Local Point-To-Point Service (Schedule 3); Non-Firm Local Point-To-Point Service (Schedule 4). Green Mountain shall use the Point-To-Point Service provisions of Schedule 21 and this Schedule 21-GMP to make its Third-Party Sales over Green Mountain's Transmission System. Green Mountain shall account for such use at the applicable Schedule rates.

III. LOCAL NETWORK SERVICE

PREAMBLE

Green Mountain will provide Local Network Service over Green Mountain's Transmission System pursuant to the applicable terms and conditions contained in the Tariff, Schedule 21, this Schedule 21-GMP and the Service Agreement.

11. TERMS AND CONDITIONS APPLICABLE TO LOCAL NETWORK SERVICE

11.1 System Impact Study Procedures:

After receiving a request for service, Green Mountain shall determine on a non-discriminatory basis whether a System Impact Study is needed. A description of Green Mountain's methodology for conducting a System Impact Study of the impact of a request for Local Network Service on Green Mountain's Transmission System is contained in Attachment B to this Schedule 21-GMP.

11.2 Real Power Losses:

Real power losses are associated with all transmission service. Green Mountain is not obligated to provide real power losses. The Network Customer is responsible for replacing losses associated with all transmission service as calculated by Green Mountain. The applicable real power loss factors are as follows:

Service over Green Mountain's Transmission System: 3.0 percent

Service over Green Mountain's Transmission System and Distribution Facilities: 5.2 percent.

12. LOAD SHEDDING AND CURTAILMENTS

12.1 Procedures:

Prior to the Service Commencement Date, Green Mountain and the Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Local Network Operating Agreement with the objective of responding to contingencies on Green Mountain's Transmission System. The Parties will implement such programs during any period when Green Mountain or another transmission owner determines that a system contingency exists and such procedures are necessary to alleviate such contingency. Green Mountain will notify customers of necessary procedures on the Green Mountain system.

12.2 Transmission Constraints:

During any period when Green Mountain determines that a transmission constraint exists on Green Mountain's Transmission System, and such constraint may impair the reliability of Green Mountain's system, Green Mountain will take whatever actions, consistent with Good Utility Practice, that are reasonably necessary to maintain the reliability of Green Mountain's system. To the extent Green Mountain determines that the reliability of Green Mountain's Transmission System can be maintained by redispatching resources, Green Mountain will initiate procedures pursuant to the Local Network Operating Agreement to redispatch all Network Resources and Green Mountain's own resources on a least-cost basis without regard to the ownership of such resources. Any redispatch under this section may not unduly discriminate between Green Mountain's use of Green Mountain's Transmission System on behalf of its Local Native Load Customers and any Network Customer's use of Green Mountain's Transmission System to serve its designated Local Network Load.

12.3 Cost Responsibility for Relieving Transmission Constraints:

Whenever Green Mountain implements least-cost redispatch procedures in response to a transmission constraint, Green Mountain and Network Customers will each bear a proportionate share of the total redispatch cost based on their respective Load Ratio Shares.

12.4 Curtailments of Scheduled Deliveries:

If a transmission constraint on Green Mountain's Transmission System cannot be relieved through the implementation of least-cost redispatch procedures and Green Mountain determines that it is necessary to Curtail scheduled deliveries, the Parties shall Curtail such schedules in accordance with the Local Network Operating Agreement.

12.5 Allocation of Curtailments:

Green Mountain shall, on a non-discriminatory basis, Curtail the transaction(s) that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment will be shared by Green Mountain and Network Customers in proportion to their respective Load Ratio Shares. Green Mountain shall not direct the Network Customer to Curtail schedules to an extent greater than Green Mountain would Curtail Green Mountain's schedules under similar circumstances.

12.6 Load Shedding:

To the extent that a system contingency exists on Green Mountain's Transmission System and Green Mountain determines that it is necessary for Green Mountain and the Network Customer to shed load, the Parties shall shed load in accordance with previously established procedures under the Local Network Operating Agreement.

12.7 System Reliability:

Notwithstanding any other provisions of this Schedule, Green Mountain reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Local Network Service without liability on Green Mountain's part for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Local Network Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on Green Mountain's Transmission System, Green Mountain, consistent with Good Utility Practice, also may Curtail Local Network Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating or transmission facilities, or (iii) expedite restoration of service. Green Mountain will give the Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Local Network Service will be not unduly discriminatory relative to Green Mountain's use of Green Mountain's Transmission System on behalf of its Native Load Customers. In the event that the Network Customer fails to respond to established

Load Shedding and Curtailment procedures within ten minutes, as required by Green Mountain, the Network Customer shall pay, in addition to any other charges for service, a charge equal to two times the amount of transmission service which the Network Customer fails to curtail multiplied by the monthly charge for Firm Local Point-to-Point Service.

13. CHARGES FOR LOCAL NETWORK SERVICE

13.1 Determination of Network Customer's Local Network Load:

The Network Customer's Local Network Load is its hourly load (including its designated Local Network Load served over Green Mountain's Transmission System that is not physically interconnected with Green Mountain's Transmission System) that is coincident with Green Mountain's Monthly Transmission System Peak, as determined in Section 13.2. For purposes of determining the Network Customer's Local Network Load, Green Mountain will treat as internal generation all behind-the-meter generation units with a capacity greater than or equal to 1 MW, except for qualifying Sustainably Priced Energy Enterprise Development ("SPEED") generation which will be treating in accordance with Section 13.5, below. Any such generation occurring at the time of the transmission peak will be added to the metered load of the Network Customer for purposes of calculating the Network Customer's Local Network Load.

13.2 Determination of Green Mountain's Transmission System Peaks:

Green Mountain's Transmission System Peak is the highest firm usage for the month. The transmission peak is computed each month by subtracting from the highest hourly load on Green Mountain's Transmission System in the month the coincident peak loads of all Firm and Non-Firm Local Point-To-Point Service customers pursuant to this Schedule 21-GMP and adding the Reserved Capacity of all Long-Term Firm Point-To-Point Service customers taking service pursuant to this Schedule 21-GMP at a fully-allocated embedded cost basis, measured at the time of each such peak.

13.3 Monthly Demand Charge:

The Network Customer shall pay each month one twelfth of the Load Ratio Share of Green Mountain's Annual Transmission Revenue Requirement, as determined pursuant to Attachment F of the ISO-NE OATT. The Network Customer also shall pay a monthly charge for Substation and Line Distribution Facilities used to obtain service equal to one twelfth of the Annual Distribution Substation and Line Facilities Cost as determined pursuant to the formulas set out in

Attachment D-2 and Attachment D-3, respectively; and a monthly charge for metering facilities equal to the monthly Delivery Point cost as determined pursuant to the formulas set out in Attachment D-4 multiplied by the number of Points of Delivery at which the Customer takes service under this Tariff.

13.4 Stranded Cost Recovery:

Green Mountain may seek to recover stranded costs from the Network Customer pursuant to this Schedule in accordance with the terms, conditions and procedures set forth in FERC Order No. 888 or as otherwise justified. However, Green Mountain must separately file any proposal to recover stranded costs under Section 205 of the Federal Power Act.

13.5 SPEED Generation:

Pursuant to the State of Vermont Public Service Board's September 30, 2009 *Order Establishing a Standard-Offer Program for Qualifying SPEED Resources*, qualifying SPEED generators on Green Mountain's transmission system are treated as network resources serving Green Mountain's native load, up to Green Mountain's *pro rata* share of the total SPEED generation for all utilities in Vermont. Accordingly, Green Mountain will not assess charges for Local Network Service to SPEED generators to the extent the total SPEED generation on Green Mountain's system is within Green Mountain's *pro rata* share. In the event an incremental SPEED generator on Green Mountain's system exceeds Green Mountain's *pro rata* share of the total Vermont SPEED generation, the incremental SPEED generator shall be assessed charges for Local Network Service in accordance with Section 13 of this Schedule 21-GMP.

14. OPERATING ARRANGEMENTS

14.1 Operation under The Local Network Operating Agreement:

The Network Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Local Network Operating Agreement.

14.2 Local Network Operating Agreement:

The terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Part II of Schedule 21 and this Schedule 21-GMP of the Tariff shall be specified in the Local Network Operating Agreement. The Local Network Operating Agreement shall provide for the Parties to (i) operate

and maintain equipment necessary for integrating the Network Customer within Green Mountain's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment), (ii) transfer data between Green Mountain and the Network Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside Green Mountain's Transmission System, interchange schedules, unit outputs for redispatch, voltage schedules, loss factors and other real time data), (iii) use software programs required for data links and constraint dispatching, (iv) exchange data on forecasted loads and resources necessary for long-term planning, and (v) address any other technical and operational considerations required for implementation of the Tariff, including scheduling protocols. The Local Network Operating Agreement will recognize that the Network Customer shall either (i) operate as a Control Area under applicable guidelines of the Electric Reliability Organization as defined in 18 C.F.R. § 39.1 and NPCC, (ii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with Green Mountain for Scheduling, System Control and Dispatch Service and with ISO for all other Ancillary Services, or (iii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies Electric Reliability Organization and NPCC requirements. Green Mountain shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services. A form of Local Network Operating Agreement is included in Attachment C.

14.3 Local Network Operating Committee:

A Local Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under the Local Network Operating Agreement. Each Network Customer shall be entitled to have at least one representative on the Committee. The Committee shall meet from time to time as need requires, but no less than once each calendar year.

15. PHASE-IN PERIOD FOR LOCAL NETWORK SERVICE CHARGES

Green Mountain will apply a credit to the Local Network Service Charges for certain Local Network Service Customers, as specified in Attachment F-2 or Attachment F-3 to this Schedule 21-GMP, and an adder to the Local Network Service Charges for other Local Network Service Customers, as specified in Attachment F-1 to this Schedule 21-GMP.

SCHEDULE 1

Scheduling, System Control and Dispatch Service

This service is required to schedule the movement of power through, out of, within, or into a Control Area. This service can be provided only by the operator of the Control Area in which the transmission facilities used for transmission service are located. Scheduling, System Control and Dispatch Service is to be provided indirectly by Green Mountain making arrangements with ISO operator to perform this service for Green Mountain's Transmission System. The Transmission Customer must purchase this service from Green Mountain. The charges for Scheduling, System Control and Dispatch Service are to be based on the rates set forth below. To the extent ISO performs this service for Green Mountain, charges to the Transmission Customer are to reflect a pass-through of the costs charged to Green Mountain by that ISO.

The annual rate for Scheduling, System Control and Dispatch Service shall equal the balance in FERC Account Nos. 561.1-561.4, Load Dispatching, divided by the sum of (i) a rolling 12 month average of Network Customers' Local Network Loads computed pursuant to Section 13.1 of this Schedule 21-GMP, plus (ii) Firm Local Point-to-Point Service reservations. This annual rate is divided by 12 to determine the monthly rate. For Network Customers, this monthly rate shall be multiplied by a rolling 12 month average of the Network Customer's Local Network Load computed pursuant to Section 13.1 of this Schedule 21-GMP to determine the Schedule 1 charge each month. For Firm Local Point-to-Point Service Customers, this monthly rate shall be multiplied by the monthly Local Point-to-Point reservation.

For Scheduling, System Control and Dispatch Service provided during a year ("Service Year"), Green Mountain Power shall render estimated bills based on Green Mountain Power's estimated costs for the Service Year. Estimated bills for each Service Year shall be "trued up" to reflect actual Network Customers' rolling 12-month average, Firm Local Point-to-Point reservations and Green Mountain Power's actual costs based on Green Mountain Power's FERC Form No. 1 for that Service Year, pursuant to the Annual True-Up provisions in Section 4.1 of Schedule 21-GMP.

SCHEDULE 2
Reactive Supply and Voltage Control from
Generation or Other Sources Service

In order to maintain transmission voltages on Green Mountain's transmission facilities within acceptable limits, generation facilities under the control of the control area operator are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation or Other Sources Service must be provided for each transaction on Green Mountain's Transmission System. The amount of Reactive Supply and Voltage Control from Generation or Other Sources Service that must be supplied with respect to the Transmission Customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in the region and consistently adhered to by Green Mountain.

Reactive Supply and Voltage Control from Generation or Other Sources Service is to be provided by ISO. The Transmission Customer must purchase this service from ISO. To the extent a Transmission Customer is a Customer under this Schedule 21-GMP but does not take Reactive Supply and Voltage Control from Generation or Other Sources Service directly from ISO, and Green Mountain obtains this service on behalf of a Transmission Customer, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to Green Mountain by ISO.

SCHEDULE 3

Long-Term Firm and Short-Term Firm Local Point-To-Point Service

The Transmission Customer shall compensate Green Mountain each month for Reserved Capacity at the sum of the applicable charges set forth below:

A. Embedded Cost Charge:

1) **Yearly delivery:** Yearly Delivery Charge as set forth in Section 6 below, divided by 12, applied monthly.

2) **Monthly delivery:** Yearly Delivery Charge divided by 12.

3) **Weekly delivery:** Yearly Delivery Charge divided by 52.

4) **Daily delivery:** The charge for daily delivery on Monday through Friday shall be derived by dividing the Yearly Delivery Charge by 260; the charge for daily delivery on Saturday and Sunday shall be derived by dividing the Yearly Delivery Charge by 365.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (3) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

5) **Discounts:** Three principal requirements apply to discounts for transmission service as follows: (1) any offer of a discount made by Green Mountain must be announced to all Eligible Customers solely by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, Green Mountain must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

6) **Yearly Delivery Charge:**

Annual Transmission Revenue Requirement, as determined pursuant to Attachment F, Appendix B, Attachment 2 of the ISO-NE OATT, Worksheet 1, line 5.

Divided by Green Mountain's Annual Transmission System Peak for the calendar year, as determined pursuant to Section 13.2

Equals Yearly Delivery Charge for Firm Point-to-Point Transmission Service.

Charges shall be revised each January 1 to reflect the costs and loads recorded in Green Mountain's most recently-filed FERC Form No. 1. Billing determinants are the Transmission Customer's Reserved Capacity.

7) **Resales:** The rates and rules governing charges and discounts stated above shall not apply to resales of transmission service, compensation for which shall be governed by Part I.11 of Schedule 21-Common.

B. Distribution Facilities Charge: The Transmission Customer shall pay each month, in addition to any other charges, one-twelfth of the annual charges for any Distribution Facilities and meters which provide service to the Transmission Customer based on application of the formulas set out in Attachments D-2 (expressed on a per-kW basis) and D-3.

SCHEDULE 4

Non-Firm Local Point-To-Point Service

The Transmission Customer shall compensate Green Mountain for Non-Firm Local Point-To-Point Service up to the sum of the applicable charges set forth below:

A. Embedded Cost Charge:

- 1) **Monthly delivery:** Monthly Delivery Charge as set forth in Schedule 3, Section A.2.
- 2) **Weekly delivery:** Yearly Delivery Charge as set out in Schedule 3, Section A.6, divided by 52.
- 3) **Daily delivery:** The maximum charge for daily delivery on Monday through Friday shall be derived by dividing the Yearly Delivery Charge as set out in Schedule 3, Section A.6 by 260 and the maximum charge for daily delivery on Saturday and Sunday shall be derived by dividing the Yearly Delivery Charge by 365.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in section (2) above times the highest amount in kilowatts of Reserved Capacity in any day during such week.

- 4) **Hourly delivery:** The charge for hourly service during On-Peak hours (between the hours of 7:00 AM and 11:00 PM) shall be derived by dividing the Yearly Delivery Charge as set out in Schedule 3, Section A.6 by 4,160, and the charge for hourly service during Off-Peak hours (all hours that are not On-Peak hours) shall be derived by dividing the Yearly Delivery Charge by 8,760.

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in section (3) above times the highest amount in kilowatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in section (2) above times the highest amount in kilowatts of Reserved Capacity in any hour during such week.

- 5) **Discounts:** Three principal requirements apply to discounts for transmission service as follows:
(1) any offer of a discount made by Green Mountain must be announced to all Eligible Customers solely

by posting on the OASIS, (2) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an Affiliate's use) must occur solely by posting on the OASIS, and (3) once a discount is negotiated, details must be immediately posted on the OASIS. For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, Green Mountain must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

6) **Resales:** The rates and rules governing charges and discounts stated above shall not apply to resales of transmission service, compensation for which shall be governed by Part I.11 of Schedule 21.

B. Distribution Facilities Charge: The Customer shall pay each month, in addition to any other charges, one-twelfth of the annual charges for any Distribution Facilities and meters which provide service to the Customer based on application of the formulas set out in Attachments D-2 (expressed on a per-kW basis) and D-3.

ATTACHMENT A
AVAILABLE TRANSFER CAPABILITY METHODOLOGY

Introduction and Background:

ISO is the regional transmission organization (RTO) for the New England Control Area. The New England Control Area includes the transmission system located in the states of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont. The New England Control Area is comprised of PTF, non-PTF, OTF, MTF, and is interconnected to three neighboring Balancing Authority Areas (“BAA”) with various interface types.

As part of its RTO responsibilities, the ISO is registered with the North American Electric Reliability Corporation (“NERC”) as several functional model entities that have responsibilities related to the calculation of available transfer capability (“ATC”) as defined in the following NERC Standards: MOD-001 - Available Transmission System Capability (“MOD-001”), MOD-004 - Capacity Benefit Margin (“MOD-004”), and MOD-008 - Transmission Reliability Margin Calculation Methodology (“MOD-008”). The extent of those responsibilities is based on various Commission approved transmission operating agreements and the provisions of the ISO New England Operating Documents.

Pursuant to 18 C.F.R. § 37.6(b), Transmission Providers are obligated to calculate and post total transfer capability (“TTC”) and ATC for each Posted Path. The ATC on the Transmission Provider’s system and the TTC of that system shall be calculated and posted for each Posted Path as set out in this section.

Posted Path is defined as any control area to control area interconnection; any path for which service is denied, curtailed or interrupted for more than 24 hours in the past 12 months; and any path for which a customer requests to have ATC or TTC posted. For this last category, the posting must continue for 180 days and thereafter until 180 days have elapsed from the most recent request for service over the requested path. For purposes of this definition, an hour includes any part of any hour during which service was denied, curtailed or interrupted.

Green Mountain does not currently have a Posted Path based on the above definition. However, to the extent that Green Mountain does in the future have a Posted Path, Green Mountain will calculate TTC using NERC Standard MOD-029-1 Rated System Path Methodology as outlined below.

Reference is made to Green Mountain’s website for basic information on ATC & TTC found at:

Capacity Benefit Market (CBM):

CBM is defined as the amount of firm transmission transfer capability set aside by a TSP for use by the Load Serving Entities. The ISO does not set aside any CBM for use by the Load Serving Entities, because of the New England approach to capacity planning requirements in the ISO New England Operating Documents. Load Serving Entities operating within the New England Control Area are required to arrange for their Capacity Requirements prior to the beginning of any given month in accordance with ISO Tariff, Section III.13.7.3.1 (Calculation of Capacity Requirement and Capacity Load Obligation). Load Serving Entities do not utilize CBM to ensure that their capacity needs are met; therefore, CBM is not applicable within the New England market design. Accordingly, for purposes of Green Mountain's ATC calculation and because CBM for the New England Control Area is set to zero (0), Green Mountain utilizes a zero (0) CBM value. As long as this market design is in place in New England, Green Mountain's CBM is set to zero (0). Green Mountain provides local transmission service over its non-PTF facilities that are connected only to the VELCO and NGrid systems and they do not interconnect with other systems. Therefore, Green Mountain does not reserve CBM for these paths, and the CBM is presently set to zero.

Existing Transmission Commitments, Firm (ETC_F):

The ETC_F are those confirmed Firm transmission reservation (PTP_F) plus any rollover rights for Firm transmission reservations (ROR_F) that have been exercised. There are no allowances necessary for Native Load forecast commitments (NL_F), Network Integration Transmission Service (NITS_F), grandfathered Transmission Service (GF_F) and other service(s), contract(s) or agreement(s) (OS_F) to be considered in the ETC_F calculation.

Existing Transmission Commitments, Non-Firm (ETC_{NF}):

The ETC_{NF} are those confirmed Non-Firm transmission reservations (PTP_{NF}). There are no allowances necessary for Non-Firm Network Integration Transmission Service (NITS_{NF}), Non-Firm grandfathered Transmission Service (GF_{NF}) or other service(s), contract(s) or agreement(s) (OS_{NF}).

Transmission Reliability Margin (TRM):

The Transmission Reliability Margin (TRM) is the portion of the TTC that cannot be used for the reservation of firm transmission service because of uncertainties in system operation conditions and the need for operating flexibility to ensure reliable system operation as system conditions change. It is used only for external interfaces under the New England market design. Since Green Mountain provides

transmission service over its non-PTF facilities that are connected only to the internal New England system, Green Mountain does not reserve TRM for these paths, and the TRM is presently set to zero (0).

Calculation of ATC for Green Mountain's Local Facilities - General Description:

Green Mountain uses a contract path method to calculate ATC. ATC for transactions relating to Green Mountain's Transmission System will be determined for a point-to-point path in the direction of transfer and will be equal to the lower of (i) the Firm Point-To-Point ATC associated with the contractual limitations to the contract path due to Transmission Interface Allocation Agreements applicable to Green Mountain's Non-Pool Transmission Facilities, or (ii) the Firm Point-To-Point ATC associated with the physical limitations related to the actual flow of power over Green Mountain's Non-Pool Transmission Facilities that results from a transaction.

Firm ATC for an interface is the capability for firm transmission reservations that remain after allowing for existing firm commitments ($\text{Firm ATC} = \text{TTC} - \text{Existing Firm Commitments}$).

Non-Firm ATC for an interface is the capability for non-firm transmission reservations that remains after allowing for all existing commitments ($\text{Non-Firm ATC} = \text{TTC} - \text{All existing Firm and Non-Firm Commitments}$).

NERC Standards MOD-001-1 - Available Transmission System Capability and MOD-029-1 - Rated System Path Methodology define the required items to be identified when describing a transmission provider's ATC methodology.

As a practical matter, the ratings of the radial transmission paths are always higher than the transmission requirements of the Transmission Customers connected to that path. As such, transmission services over these posted paths are considered to be always available.

Common practice is not to calculate or post firm and non-firm ATC values for the non-PTF assets described above, as ATC is positive and listed as 9999. Transmission customers are not restricted from reserving firm or non-firm transmission service on non-PTF facilities.

As Real-Time approaches, the ISO utilizes the Real-Time energy market rules to determine which of the submitted energy transactions will be scheduled in the coming hour. Basically, the ATC of the non-PTF assets in the New England market is almost always positive. The ATC is equal to the amount of net energy transactions that the ISO will schedule on an interface for the designated hour. With this

simplified version of ATC, there is no detailed algorithm to be described or posted other than: ATC equals TTC. Thus, for those non-PTF facilities that serve as a path for the Green Mountain Schedule 21-GMP Point-to-Point Transmission Customers, Green Mountain has posted the ATC as 9999, consistent with industry practice. ATC on these paths varies depending on the time of day. However, it is posted with an ATC of 9999 to reflect the fact that there are no restrictions on these paths for commercial transactions.

Calculation of ATC_F in the Planning Horizon (PH):

For purposes of this Attachment A, PH is any period before the Operating Horizon. Consistent with the NERC definition, ATC_F is the capability for Firm transmission reservations that remain after allowing for TRM, CBM, ETC_F, Postbacks_{SF} and counterflows_{SF}.

As discussed above, TRM and CBM are zero. Firm Transmission Service over Schedule 21-GMP that is available in the Planning Horizon (PH) includes: Yearly, Monthly, Weekly, and Daily. Postbacks_{SF} and counterflows_{SF} of Schedule 21-GMP transmission reservations are not considered in the ATC calculation. Therefore, ATC_F in the PH is equal to the TTC minus ETC_F.

Calculation of ATC_F in the Schedule 21-GMP Operating Horizon (OH):

For purposes of this Attachment A, OH is noon eastern prevailing time each day. At that time, the OH spans from noon through midnight of the next day for a total of 36 hours. As that time progresses, the total hours remaining in the OH decreases until noon the following day when the OH is once again reset to 36 hours.

Consistent with the NERC definition, ATC_F is the capability for Firm transmission reservations that remain after allowing for ETC_F, CBM, TRM, Postbacks_{SF} and counterflows_{SF}.

As discussed above, TRM and CBM is zero. Daily Firm Transmission Service over Schedule 21-GMP is the only firm service offered in the Operating Horizon (OH). Postbacks_{SF} and counterflows_{SF} of Schedule 21-GMP transmission reservations are not considered in the ATC_F calculation. Therefore, ATC_F in the OH is equal to the TTC minus ETC_F.

Because Firm Schedule 21-GMP transmission service is not offered in the Scheduling Horizon (SH): ATC_F in the SH is zero.

Calculation of ATC_{NF} in the PH:

ATC_{NF} is the capability for Non-Firm transmission reservations that remain after allowing for ETC_F, ETC_{NF}, scheduled CBM (CBM_S), unreleased TRM (TRM_U), Non-Firm Postbacks (Postback_{SNF}) and Non-Firm counterflows (counterflow_{SNF}).

As discussed above, the TRM and CBM for Schedule 21-GMP are zero. Non-Firm ATC available in the PH includes: Monthly, Weekly, Daily and Hourly. TRM_U, Postback_{SNF} and counterflow_{SNF} of Schedule 21-GMP transmission reservations are not considered in this calculation. Therefore, ATC_{NF} in the PH is equal to the TTC minus ETC_F and ETC_{NF}.

Calculation of ATC_{NF} in the OH:

ATC_{NF} available in the OH includes: Daily and Hourly.

As discussed above TRM and CBM for Schedule 21-GMP are zero. TRM_U, counterflows and ETC_{NF} are not considered in this calculation. Therefore, ATC_{NF} in the OH is equal to the TTC minus ETC_F, plus postbacks of PTP_F in OH as PTP_{NF} (Postback_{SNF})

Negative ATC:

As stated above, the ratings of the radial transmission paths are always higher than the transmission requirements of the Transmission Customers connected to that path. As such, transmission services over these posted paths are considered to be always available.

For those non-PTF GMP facilities that are primarily radial paths that provide transmission service to directly interconnected generators it is possible, in the future, that a particular radial path may interconnect more nameplate capacity generation than the path's TTC. However, due to the ISO's security constrained dispatch methodology, the ISO will only dispatch an amount of generation interconnected to such path so as not to incur a reliability or stability violation on the subject path. Therefore, ATC in the PH, OH and SH may become zero, but will not become negative.

Posting of ATC Related Information - ATC Values:

As described above, the ATC values for Green Mountain's non-PTF utilized for internal Point-to-Point transmission service are always positive, and are thus set at 9999. The ATC values for these internal posted paths are posted in accordance with NAESB standards on Green Mountain's provider page of the ISO-NE OASIS website. Common practice is not to calculate or post firm and non-firm ATC values for the non-PTF assets described above, as ATC is positive and listed as 9999. Transmission customers are

not restricted from reserving firm or non-firm transmission service on non-PTF facilities.

Updates To ATC:

When any of the variables in the ATC equations change, the ATC values are recalculated and immediately posted.

Coordination of ATC Calculations:

Schedule 21-GMP non-PTF has no external interfaces. Therefore it is not necessary to coordinate the values.

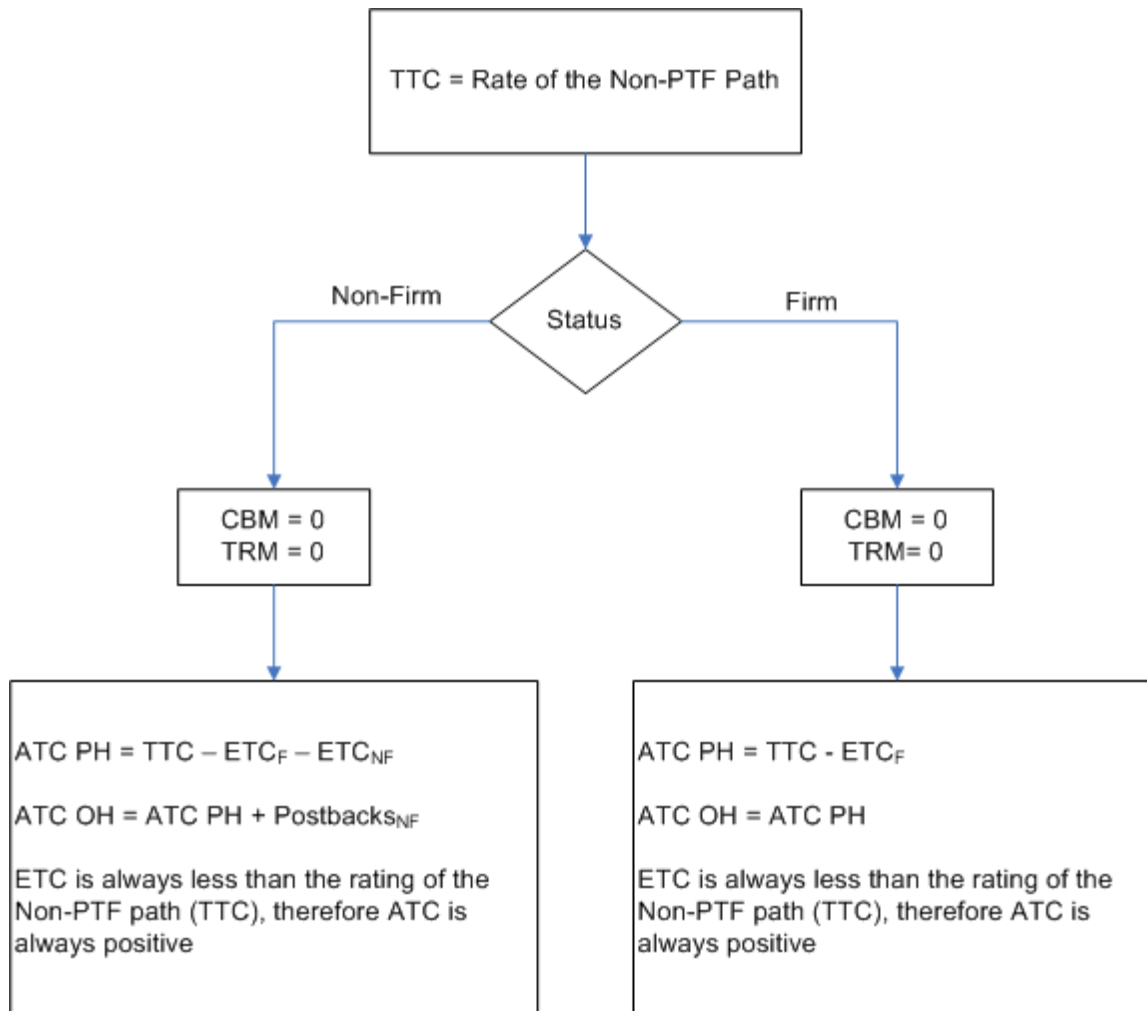
Mathematical Algorithms:

A link to the actual mathematical algorithm for the calculation of ATC for GMP's non-PTF internal interfaces is located on GMP's website at:

www.oatiosis.com/CVPS/CVPSdocs/Mathematic_Algorithms_for_ATC.doc

ATC Process Flow Diagram for Non-PTF Interfaces

The process flow diagram illustrates the steps through which ATC is calculated both on an operating and planning horizon.



ATTACHMENT B

Methodology for Completing a System Impact Study

When Green Mountain determines on a non-discriminatory basis that a System Impact Study is needed because its Transmission System may be inadequate to accommodate a request for Firm Local Point-to-Point Service or Local Network Service, Green Mountain will employ the following methodology to estimate the transmission system impact of the application for service and/or any costs for system redispatch, Direct Assignment Facilities or Local Network Upgrades that would be incurred in order to provide the requested transmission service.

1. **System Impact** will be estimated based on consideration of reliability requirements to
 - meet obligations under Green Mountain agreements that predate this Tariff;
 - meet obligations of existing and pending applications for firm transmission service under the Tariff;
 - meet obligations pursuant to previous commitments for service under the Tariff; and
 - maintain thermal, voltage and stability system performance within acceptable regional practices.

2. **Guidelines and Principles followed by Green Mountain** - Green Mountain is a PTO of ISO and a member of the NPCC. When performing the System Impact Study, Green Mountain will apply if applicable, the following as amended and/or adopted from time to time:

- Good Utility Practice;
- ISO criteria rules and reliability standards;
- NPCC criteria and guidelines; and
- Green Mountain's criteria and guidelines.

3. **Transmission System Model Representation** - The Transmission System model will be based on a library of load flow cases prepared by ISO for studies of the New England area. The models may include representations of other NPCC and neighboring systems. These load flow cases include individual system model representations provided by ISO Participants and represent forecasted system conditions for up to ten years into the future. This library of load flow cases is maintained and updated as appropriate by ISO, and is consistent with information filed in FERC Form 715. Green Mountain will use system models that it deems appropriate for study of the Application. Additional system models and operating conditions, including assumptions specific to a particular analysis, may be developed for

conditions not available in the library of load flow cases. The system models may be modified, if necessary, to include additional system information on load, transfers and configuration, as it becomes available.

4. System Conditions - Loading of all transmission system elements shall be less than normal ratings for precontingency conditions and less than long-term emergency (LTE) ratings for post-contingency conditions. Post-contingency loading above LTE rating and less than short-term emergency (STE) rating may be allowed where demonstrated that loading can be reduced below the LTE rating within 15 minutes.

Transmission System steady state voltages shall be within the applicable design ratings of connected equipment for normal and emergency conditions. Normal and post-contingency voltages shall be in accordance with Green Mountain's and ISO's standards.

5. Short Circuits - Transmission system short circuit currents shall be within the applicable equipment design ratings.

6. Study Analysis - System impact of the integration of a new Network Resource or new interconnection point will be evaluated to meet the requirements of design, identified in the guidelines and principles under Item 2, to provide sufficient transmission capability to maintain stability and to maintain thermal and voltage levels of lines and equipment within applicable limits. The same applies to the evaluation of Firm Local Point-to-Point Service when it has been determined that insufficient transmission capacity is available and a System Impact Study must be conducted.

7. Loss Evaluation - The impact of losses on Green Mountain's Transmission System will be taken into account in the System Impact Study to ensure Good Utility Practice in the design and operation of its system.

8. System Protection - Protection requirements will be evaluated by Green Mountain in accord with its standard procedures.

9. Approvals - Green Mountain will conduct the System Impact Study to ensure compliance with its planning and design policies and practices. However, the actions to be taken by the Parties to implement the recommendations of the System Impact Study are subject to approval under the ISO criteria, rules and standards, as amended and/or adopted from time to time.

10. Study Scope and Reporting - The study will determine the impacts and identify changes required, if any, to Green Mountain's existing Transmission System. Green Mountain will provide the Eligible Customer with a written report of the physical interconnection alternative(s), required Green Mountain Transmission System additions and/or modifications, if any, associated study grade cost estimates (+/-25% accuracy) and the results of the analysis.

ATTACHMENT B-1

1.1 Requests for Cluster Studies:

An Eligible Customer may request Green Mountain to consider studying specified requests for Transmission Service in a cluster. The Eligible Customer may make the request with respect to its own request for service and any other request for service prior to the commencement of a Facilities Study for that request.

1.2 Notice of Cluster Study:

(a) Green Mountain will notify the applicable customers if it determines, either in response to an Eligible Customer's request or in its own initiative, that (i) studying specific multiple requests for service in a cluster may result in a more efficient study process or may result in more efficient and economic construction of network upgrades and (ii) it can reasonably accommodate the cluster study, in light of the complexity involved in studying multiple requests for service simultaneously and the time necessary to perform a cluster study. The notification will include a brief explanation of the reasons why Green Mountain has decided to perform a cluster study.

(b) Green Mountain may provide a notice that it will perform a cluster study at any point prior to the commencement of a Facilities Study for the first-queued Eligible Customer whose request for service would be included in the cluster study.

(c) The notice also will state that if an Eligible Customer chooses not to have its request for service studied as part of the cluster, its request for service will be deemed to be withdrawn.

1.3 Cluster Study Procedures:

(a) Green Mountain will follow the provisions of Sections I.7 and II.7 of Schedule 21 and Attachment B to Schedule 21-GMP with respect to the performance of the System Impact Study and the Facilities Study except as provided in this Section 1.3.

(b) For clustered studies, the 60-day time periods for completion of the System Impact Study and the Facilities Study will commence on the earlier of the date on which all Eligible Customers in the cluster have executed the applicable study agreement, or 15 days after Green Mountain tenders the study agreement to the Eligible Customers whose requests for service it proposes to include in the cluster study.

If Green Mountain determines that it will not be able to complete the study within 60 days as a result of the complexity of studying multiple requests in a cluster, the study agreement will state when Green Mountain must complete the study. For purposes of Section I.7(i) and II.7(h), performance of a cluster study will be an extenuating circumstance that excuses a failure to complete the study within 60 days.

(c) The Eligible Customers whose requests for service are included in the cluster studies must comply with Section I.7 and II.7, of Schedule 21, as appropriate, or their requests for service will be deemed withdrawn.

1.4 Cost Reimbursement:

(a) Eligible Customers whose requests for service are studied as part of a cluster will pay for the costs of the studies in proportion to the MW of service each customer requests.

(b) If an Eligible Customer whose request for service is being studied as part of a cluster withdraws its request for service after executing a study agreement, the Green Mountain will notify all remaining Eligible Customers of the withdrawal and state whether any study that is in progress or has been completed must be revised as a result of the withdrawal. The withdrawing Eligible Customer will pay a proportionate share of the study costs incurred prior to its notice of withdrawal. The remaining Eligible Customers will be responsible for a proportionate share of costs incurred prior to the notice of withdrawal plus a share of any costs Green Mountain incurs in revising studies as a result of the withdrawal, in proportion to each remaining Eligible Customer's share of the total MW of service requested.

(c) In the event that Green Mountain constructs Network Upgrades to accommodate requests for service that are studied as part of a cluster, the costs of the Network Upgrades will be allocated to each Eligible Customer whose request was studied as part of the cluster, based on each Eligible Customer's share of the total MW of service requested, for purposes of determining the charges that each Customer must pay for service in accord with Commission policy.

ATTACHMENT C
Local Network Operating Agreement

This Local Network Operating Agreement by and between Green Mountain and _____ (“Transmission Customer”) is an implementing agreement for Local Network Service under ISO’s Tariff and is subject to and a part of the Tariff. All definitions, terms and conditions of the Tariff are incorporated herein by reference.

1. General Terms and Conditions

Green Mountain agrees to provide transmission service to the Transmission Customer’s equipment or facilities, subject to the Transmission Customer operating its facilities in accordance with applicable criteria, rules, standards, procedures, or guidelines of Green Mountain, its Affiliates, ISO, NPCC, and VELCO as they may be adopted and/or amended from time to time. In addition to the provisions defined in those documents, service to the Transmission Customer’s equipment or facilities is provided subject to the following specified terms and conditions.

- a. Electrical Supply: The electrical supply to the Point(s) of Delivery shall be in the form of three-phase sixty hertz alternating current at a voltage class determined by mutual agreement of the parties.

- b. Coordination of Operations: Green Mountain shall consult with the Transmission Customer regarding timing of scheduled maintenance of the Transmission System. In the event of a curtailment of service or the implementation of load shedding procedures, Green Mountain shall use due diligence to resume delivery of electric power as quickly as possible.

2. Reporting Obligations:

a. The Transmission Customer shall be responsible for all information required by NPCC, ISO, VELCO, and by Green Mountain’s dispatching functions. The Transmission Customer shall respond promptly and completely to Green Mountain’s requests for information, including but not limited to, data necessary for operations, maintenance, regulatory requirements and analysis. In particular, that information may include:

- i. For Local Network Loads: 10-year annual peak load forecast, load power factor performance, under frequency load shedding capability, load shedding capability, disturbance/interruption reports; protection system setting conformance; system testing and

maintenance conformance; planned changes to protection systems; metering testing and maintenance conformance; planned changes in transformation capability; conformance to harmonic and voltage fluctuation limits; dead station tripping conformance; and, voltage reduction capability conformance.

ii. For Local Network Resources and interconnected generators: 10-year forecast of generation capacity retirements and additions; generator reactive capability verification; generator under frequency relaying conformance; protection system testing and maintenance conformance; planned changes to protection system; and planned changes to generation parameters.

b. The Transmission Customer shall supply accurate and reliable information to the system operators regarding metered values for MW, MVAR, volt, amp, frequency, breaker status indication, and all other information deemed necessary by Green Mountain for safe and reliable operation. Information shall be gathered for electronic communication using one or more of the following: supervisory control and data acquisition (SCADA), remote terminal unit (RTU) equipment, and plus remote access pulse recorders (RAPR). All equipment used for metering, SCADA, RTU, RAPR, and communications must be approved by Green Mountain.

3. Operational Obligations: The Transmission Customer shall request permission from the system operators prior to opening and/or closing circuit breakers per applicable switching and operating procedures. The Transmission Customer shall carry out all switching orders from Green Mountain, VELCO, ISO or Green Mountain's designee in a timely manner.

a. The Transmission Customer shall balance the load at the Point(s) of Delivery such that the differences in the individual phase currents are acceptable to Green Mountain.

b. The Transmission Customer's equipment shall conform with harmonic distortion and voltage fluctuation standards of Green Mountain.

c. The Transmission Customer's equipment must comply with all environmental requirements to the extent they impact the operation of Green Mountain's system.

d. The Transmission Customer shall operate all of its equipment and facilities connected to Green Mountain's system in a safe and efficient manner and in accordance with manufacturers' recommendations, Good Utility Practice, applicable regulations, and requirements of Green Mountain,

ISO, NPCC, VELCO, the National Electric Safety Code and the National Electric Code.

e. The Transmission Customer is responsible for supplying voltage regulation equipment on its subtransmission and distribution facilities.

4. Notice of Transmission Service Interruptions: If at any time, in the reasonable exercise of the system operator's judgment, operation of the Transmission Customer's equipment adversely affects the quality of service or interferes with the safe and reliable operation of the system, Green Mountain may discontinue transmission service until the condition has been corrected. Unless the system operators perceive that an emergency exists or the risk of an emergency is imminent, the system operators shall give the Transmission Customer reasonable notice of its intention to discontinue transmission service and, where practical, allow suitable time for the Transmission Customer to remove the interfering condition. Green Mountain's judgment with regard to the discontinuance of service under this paragraph shall be made in accordance with Good Utility Practice. In the case of such discontinuance, Green Mountain shall immediately confer with the Transmission Customer regarding the conditions causing such discontinuance and its recommendation concerning timely correction thereof.

5. Access and Control: Properly accredited representatives of Green Mountain shall at all reasonable times have access to the Transmission Customer's facilities to make reasonable inspections and obtain information required in connection with this Tariff. Such representatives shall make themselves known to the Transmission Customer's personnel, state the object of their visit, and conduct themselves in a manner that will not interfere with the construction or operation of the Transmission Customer's facilities. Green Mountain will have control such that it may open or close the circuit breaker or disconnect and place safety grounds at the Point(s) of Delivery, or at the station, if the Point(s) of Delivery is remote from the station.

6. Point(s) of Delivery or Remote Delivery Point(s): Network Transmission service will be delivered by Green Mountain at the Point(s) of Delivery as specified in the Customer's Service Agreement, and as amended from time to time. Each Point of Delivery shall have a unique identifier, meter location, meter number, metered voltage, terms on meter compensation and, the actual, or if not currently in service, the projected in service year.

7. Maintenance of Equipment:

a. Unless otherwise agreed, Green Mountain will own all metering equipment.

b. The Transmission Customer shall maintain all of its equipment and facilities connected to Green Mountain's system in a safe and efficient manner and in accordance with manufacturers' recommendations, Good Utility Practice, applicable regulations, and requirements of Green Mountain, ISO, and NPCC.

c. Green Mountain may request that the Transmission Customer test, calibrate, verify or validate the data link, metering, data acquisition, transmission, protective, or other equipment or software owned by the Transmission Customer, consistent with the Transmission Customer's routine obligation to maintain its equipment and facilities or for the purposes of trouble shooting problems on the network facilities. The Transmission Customer will be responsible for the cost to test, calibrate, verify or validate the equipment or software.

d. Green Mountain shall have the right to inspect the tests, calibrations, verifications and validations of the Transmission Customer's data link, metering, data acquisition, transmission, protective, or other equipment or other software connected to Green Mountain's system.

e. The Transmission Customer, at Green Mountain's request, shall supply Green Mountain with a copy of the installation, test, and calibration records of the data link, metering, data acquisition, transmission, protective or other equipment or software owned by the Transmission Customer and connected to Green Mountain's system.

f. Green Mountain shall have the right, at the Transmission Customer's expense, to monitor the factory acceptance test, the field acceptance test, and the installation of any metering, data acquisition, transmission, protective or other equipment or software owned by the Transmission Customer and connected to Green Mountain's system.

8. Emergency System Operations:

a. The Transmission Customer's equipment and facilities, etc. shall be subject to all applicable emergency operation standards required of and by Green Mountain to operate in an interconnected transmission network.

b. Green Mountain reserves the right to have the system operators take whatever actions or inactions they deem necessary during emergency operating conditions to: (i) preserve the integrity of the

Transmission System, (ii) limit or prevent damage, (iii) expedite restoration of service, or (iv) preserve public safety.

9. Cost Responsibility: The Transmission Customer shall be responsible for all costs incurred by Green Mountain relative to the Transmission Customer's facilities. Some costs may be allocated to several Transmission Customers. If the method for allocating costs is not clearly defined, then the method for allocation will be at Green Mountain's discretion.

10. Service For a Network Resource

The following Terms and Conditions apply to service for a generator Network Resource.

a. Voltage or Reactive Control Requirements:

i. Unless directed otherwise, the Transmission Customer will operate its interconnected generation facility(ies) with an automatic voltage regulator(s). The voltage regulator will control voltage at the Point(s) of Receipt consistent with the range of voltage scheduled by Green Mountain, Green Mountain's agent or ISO.

ii. At the discretion of Green Mountain, Green Mountain's agent or ISO, the Transmission Customer may be directed to deactivate the automatic voltage regulator and to supply reactive power per a schedule provided by Green Mountain, Green Mountain's agent, ISO.

iii. If the Transmission Customer has not installed capacity sufficient to operate its generation facility consistent with recommendations of Green Mountain resulting from the System Impact and Facilities Studies or fails to operate at such capacity, Green Mountain may install, at the Transmission Customer's expense, reactive compensation equipment necessary to ensure the proper voltage or reactive supply at the Point(s) of Receipt.

b. Station Service: When the Transmission Customer's generation facility is producing electricity, the Customer must supply its own station service power. If and when the Transmission Customer's generation facility is not producing electricity, the Customer must obtain station service capacity and energy from the franchise utility providing service.

c. Protection Requirements: Protection requirements are defined in Green Mountain's standard interconnection contract and in ISO, VELCO, and NPCC documents as may be adopted or amended from

time to time.

d. Operational Obligations:

i. The ISO Operations Committee may require the generators to be equipped for Automatic Generation Control (AGC). The Transmission Customer will be responsible for all costs associated with installing and maintaining an AGC system on the generators.

ii. Green Mountain retains the right to require reduced generation at times when system conditions present transmission restrictions or otherwise adversely affect Green Mountain's other customers. Green Mountain will use due diligence to resolve the problems to allow the generator to return to the operating level prior to Green Mountain's notice to reduce generation.

iii. All operations (including start-up, shutdown and determination of hourly generation) will be coordinated with ISO or Green Mountain's agent.

e. Coordination of Operations:

i. The Transmission Customer shall furnish Green Mountain with generator annual maintenance schedules and advise Green Mountain if its Network Resource is capable of participation in system restoration and/or if it has black start capability.

ii. Green Mountain reserves the right to specify turbine and/or generator control (e.g., droop) settings as determined by the System Impact or Facilities Study or subsequent studies. The Transmission Customer agrees to comply with such specifications by Green Mountain at the Transmission Customer's expense.

iii. If the generator is not dispatchable by ISO, the Transmission Customer shall notify Green Mountain at least 48 hours in advance of its intent to take its resource temporarily off-line and its intent to resume generation. In circumstances such as forced outages, the Transmission Customer shall notify Green Mountain as promptly as possible of the Network Resource's temporary interruption of generation and/or transmission.

11. Service for Delivery to Load: The following Terms and Conditions are specific to Service for Delivery to Load:

a. Power Factor Requirement: The Transmission Customer agrees to maintain an overall Load Power Factor and reactive power supply within predefined sub-areas as measured at the Point(s) of Delivery within ranges specified by Green Mountain, VELCO or ISO criteria, rules and standards which identify the power factor levels that must be maintained throughout the applicable sub-area for each anticipated level of total ISO load. The Transmission Customer agrees to maintain Load Power Factor and reactive power requirements within the range specified by Green Mountain, VELCO or ISO as appropriate for the sub-area based on total ISO load during that hour. ISO may revise the power factor limits required from time to time. If the Transmission Customer lacks the capability to maintain the Load Power Factor within the ranges specified, Green Mountain may install, at the Transmission Customer's expense, reactive compensation equipment necessary to ensure proper load power factor at the Point(s) of Delivery.

b. Protection Requirements: The Transmission Customer's relay and protection systems must comply with all applicable Green Mountain, ISO, VELCO, and NPCC criteria, rules, procedures, guidelines, standards or requirements as may be adopted or amended from time to time.

c. Operational Obligations: The Transmission Customer shall be responsible for operating and maintaining security of its electric system in a manner that avoids adverse impact to Green Mountain's or others' interconnected systems and complies with all applicable Green Mountain, ISO, and NPCC operating criteria, rules, procedures, guidelines and interconnection standards as may be amended or adopted from time to time. These actions include, but are not limited to: Voltage Reduction Load Shedding; Under Frequency Load Shedding; Block Load Shedding; Dead Station Tripping; Transferring Load Between Point(s) of Delivery; Implementing Voluntary Load Reductions Including Interruptible Customers; Starting Stand-by Generation; Permitting Green Mountain Controlled Service Restoration Following Supply Delivery Contingencies on Green Mountain Facilities.

12. Failure to perform: If the Transmission Customer fails to carry out its obligations under this Agreement the matter will be subject to the dispute resolution procedures of Section I.6 of the Tariff. The Parties whose authorizing signatures appear below warrant that they will abide by the foregoing terms and conditions.

Green Mountain Power
Corporation

Transmission Customer

By: _____

By: _____

Title:

Title:

Date:

Date:

ATTACHMENT D

Green Mountain Power's Annual Transmission Revenue Requirement

1. Green Mountain Power's Annual Transmission Revenue Requirement shall be determined pursuant to Attachment F of the ISO-NE OATT. The Annual Revenue Requirement for Distribution and Meter Costs shall be determined by application of the formulas set out below to Green Mountain Power's costs and loads.
2. The formulas shall be effective until amended by Green Mountain Power or modified by the Commission.

ATTACHMENT D-1

Direct Assignment and Incrementally Charged Facilities and Transmission Rate Summary

I. Annual Customer Specific Direct Assignment and Incrementally Charged Facilities Revenue Requirements

The Annual Customer Specific Direct Assignment and Incrementally Charged Facilities Revenue Requirements shall equal the ratio of (i) the customer specific plant investment with (ii) the Local Service Plant. The result of this ratio is applied to Local Service Annual Transmission Revenue Requirement as determined pursuant to Attachment F of the ISO-NE OATT less Facility Support Payments.

Facility Support Payments as recorded in FERC Account 565 Transmission of Electricity by Others attributed to service in the calendar year and related to facilities support payments made to: (i) Vermont Electric Power Company, Inc. ("VELCO") for specific facilities payments not allocated to other VELCO participants under the 1991 VELCO Transmission Agreement; and (ii) VELCO for facilities payments not allocated to other VELCO participants under the VELCO Substation Participation Agreement dated December 1, 1981 and National Grid for use of a transmission line from Ashuelot, New Hampshire to Brattleboro, Vermont under a Facilities Agreement dated August 1, 1967.

See Attachment E-1, Worksheet 1, lines 1-9.

II. Summary of Charges and Revenue Comparison

The Formula Rate template in Attachment E-3 provides (1) a summary comparison of charges for Local Network Service Customers showing the actual/forecast charge as compared to the billing charge for a specified year; and (2) a comparison of monthly Local Network Service revenues showing the difference between the current billing revenues and the actual/forecast revenues for a specified year on an individual customer basis.

ATTACHMENT D-2

Green Mountain's Annual Distribution Substation Facilities Cost

For Local Network Service rendered as of January 1, 2013, Green Mountain Power's Annual Distribution Substation Revenue Requirement shall be determined annually by applying the formula set out below to Green Mountain Power's costs as recorded in Green Mountain Power's FERC Form No. 1. For service provided during a Service Year, Green Mountain Power shall render estimated bills based on Green Mountain Power's estimated costs for the Service Year. Estimated bills for each Service Year shall be "trued up" to reflect Green Mountain Power's actual costs based on Green Mountain Power's FERC Form No. 1 for that Service Year, pursuant to the Annual True-Up provisions in Section 4.1 of Schedule 21-GMP. The Annual True-Up shall be performed no later than June 1 of the subsequent calendar year. Annual True-Ups shall include charges or credits for under-charges or over-charges at interest rates established pursuant to 18 C.F.R. § 35.19a.

For Local Network Service rendered during the 2012 Effective Period, Green Mountain Power's Annual Distribution Substation Revenue Requirement shall be determined by applying the formula set out below to Green Mountain Power's and Central Vermont's costs as recorded in Green Mountain Power's and Central Vermont's FERC Form No. 1 for 2012, shall initially be based on estimates of its costs and shall be trued-up to reflect Green Mountain Power's and Central Vermont's actual costs for the 2012. An Annual True-Up shall be performed no later than June 1, 2013, and shall include charges or credits for under-charges or over-charges at interest rates established pursuant to 18 C.F.R. § 35.19a.

For Firm Local Point-to-Point Service and Non-Firm Local Point-to-Point Service rendered as of June 1, 2014, charges shall be determined annually by applying the formula set out below to reflect Green Mountain Power's actual costs for a calendar year ("cost of service year") based on Green Mountain Power's FERC Form No. 1 and by applying those costs to service provided during the 12-month period beginning June 1 following the conclusion of each cost of service year. Charges will be revised each June 1 to reflect costs and loads in Green Mountain Power's most recently filed FERC Form No. 1.

For Firm Local Point-to-Point Service and Non-Firm Local Point-to-Point Service rendered from October 1, 2012 through May 31, 2014, charges shall be determined by applying the formula set out below to Green Mountain Power's costs as recorded in Green Mountain Power's FERC Form No. 1 for 2012.

Green Mountain Power will make timely filings of changes in the formula to reflect changes in Commission policy. Account number references are to the Commission's Uniform System of Accounts. Page, line, and column references are to the 2012 FERC Form No. 1.

I. Definitions

Capitalized terms not otherwise defined in the Tariff and as used in this formula have the following definitions:

A. Allocation Factors

1. Total Distribution Wages and Salaries Allocation Factor shall equal the ratio of (i) GMP's Distribution-related direct wages and salaries, and (ii) total wages and salaries excluding administrative and general wages and salaries.
2. Total Distribution Plant Allocation Factor shall equal the ratio of the sum of GMP's Total Distribution Plant and Distribution Related General Plant to Total Plant in Service.
3. Substation Wages and Salaries Allocation Factor shall equal Total Distribution Wages and Salaries Allocation Factor times Substation Operation and Maintenance Allocation Factor.
4. Total Substation Plant Allocation Factor shall equal Total Distribution Plant Allocation Factor times Substation Plant Allocation Factor.
5. Substation Operation and Maintenance Allocation Factor shall equal the ratio of (i) Substation Operation and Maintenance Expense and (ii) Total Distribution Operation and Maintenance Expense.
6. Substation Plant Allocation Factor shall equal ratio of Substation Plant and Total Distribution Plant.

B. Terms

Common Equity shall equal the sum of the balances as recorded in GMP's FERC Account Nos. 201 through 219, excluding Account Nos. 216.1 and 219.

Depreciation Expense for Distribution Plant shall equal GMP's distribution expense as recorded in FERC Account No. 403.

Long Term Debt shall equal balance as recorded in FERC Account Nos. 221, less 222, plus 223, plus 224.

Long Term Debt Cost shall equal amounts as recorded in FERC Account Nos. 427, plus 430, plus 428, plus 428.1, less 429, less 429.1.

Long Term Debt Rate shall equal the Long Term Debt Cost divided by the net proceeds of Long Term Debt.

Substation Operation and Maintenance Expense shall equal the sum of: (b), (d), (e) as determined below plus the distribution expenses in Accounts 582, 591, and 592.

- (a) Compute the ratio of (i) Substation Plant less Substation Land in Account 360 to (ii) Substation Plant less Account 360;
- (b) Apply the ratio in clause (a) above to the sum of distribution expenses in Accounts 580, 581, and 590.
- (c) Compute the ratio of Substation Plant to Total Distribution Plant;
- (d) Apply the ratio in clause (c) above to the sum of distribution expenses in Accounts 588 and 598.
- (e) Subtract the pole attachment rental fees recorded in Account 589 from the distribution expenses in Account 589;

Substation Plant shall equal: the sum of the distribution plant in service for Accounts 361-363 and the substation land plant in service in Account 360; plus the amount determined in (b) below.

- (a) Compute the ratio of Substation Plant to Total Distribution Plant;
- (b) Apply the ratio in clause (a) above to the distribution plant in service in Account 374.

Total Distribution Depreciation Reserve shall equal GMP's Distribution reserve balance as recorded in FERC Account 108.

Total Distribution Operation and Maintenance Expense shall equal GMP's expenses as recorded in FERC Account Nos. 580-598.

Total Distribution Plant shall equal GMP's gross plant balance as recorded in FERC Account Nos. 360-374.

Distribution Plant Materials and Supplies shall equal GMP's balance as assigned to Distribution, as recorded in FERC Account 154.

Total Distribution Regulatory Assets and Liabilities shall equal the net of GMP's Distribution Related FAS 109 balances for Deficient and Excess Accumulated Deferred Income Taxes as recorded in FERC Account Nos. 182.3 and 254 as calculated in the ADIT Worksheet.

II. Calculation of Annual Distribution Substation Revenue Requirements

The Distribution Revenue Requirement shall equal the sum of GMP's (A) Return and Associated Income Taxes, (B) Distribution Depreciation Expense, (C) Distribution Related Amortization of Investment Tax Credits, (D) Distribution Related Municipal Tax Expense, (E) Distribution Related Payroll Tax Expense, (F) Distribution Operation and Maintenance Expense, (G) Distribution Related Administrative and General Expense, and (H) Distribution Amortization of Regulatory Assets and Liabilities.

A. Return and Associated Income Taxes shall equal the product of the Distribution Investment Base and the Cost of Capital Rate.

1. Distribution Investment Base

The Distribution Investment Base will be the balances of (a) Distribution Plant, plus (b) Distribution Related General Plant, less (c) Distribution Related Depreciation Reserve, less (d) Distribution Related Accumulated Deferred Taxes, plus (e) Distribution Regulatory Assets and Liabilities, plus (f) Distribution Prepayments, plus (g) Distribution Materials and Supplies, plus (h) Distribution Related Cash Working Capital. The balances for Distribution Plant, Distribution Related General Plant and Distribution Related Depreciation Reserve shall be the average of thirteen monthly balances (December 31 of the year preceding the Service Year and the month-end balances of each month of the Service Year). The balances for Distribution Related Accumulated Deferred Taxes, Distribution Regulatory Assets and Liabilities, Distribution Prepayments, and Distribution Materials and Supplies shall be the average of the year-end balances for the Service Year and the preceding Service Year.

- (a) Distribution Plant will equal the balance of GMP's investment in Total Distribution Plant multiplied by Substation Plant Allocation Factor.
- (b) Distribution Related General Plant shall equal GMP's balance of investment in General Plant multiplied by the Substation Wages and Salaries Allocation Factor.
- (c) Distribution Related Depreciation Reserve shall equal the sum of Total Distribution Depreciation Reserve times Substation Plant Allocation Factor, plus Substation related general plant depreciation reserve. Substation related general plant depreciation reserve shall equal the product of General Plant Depreciation Reserve and the Substation Wages and Salaries Allocation Factor.
- (d) Distribution Accumulated Deferred Taxes shall equal GMP's electric balance of Total Accumulated Deferred Income Taxes multiplied by the Total Substation Distribution Plant Allocation Factor.
- (e) Distribution Regulatory Assets and Liabilities shall equal GMP's Total Distribution Regulatory Assets and Liabilities as calculated in the ADIT Worksheet multiplied by the Substation Plant Allocation Factor
- (f) Distribution Prepayments shall equal GMP's electric balance of Prepayments multiplied by the Substation Wages and Salaries Allocation Factor.

- (g) Distribution Materials and Supplies shall equal GMP's electric balance of Distribution Plant Materials and Supplies times Substation Plant Allocation Factor.
- (h) Distribution Related Cash Working Capital shall be a 12.5% allowance (45 days/360 days) of Distribution Operation and Maintenance Expense and Distribution Related Administrative and General Expense.

2. Cost of Capital Rate

The Cost of Capital Rate will equal (a) GMP's Weighted Cost of Capital, plus (b) Federal Income Tax plus (c) State Income Tax.

- (a) The Weighted Cost of Capital will be calculated based upon the capital structure at the end of each year and will equal the sum of:
 - (i) the long term debt component, which equals the product of the actual Long Term Debt Rate of GMP's Long Term Debt and the ratio that Long Term Debt is to GMP's total capital.
 - (ii) the preferred stock component, which equals the product of the actual weighted average embedded cost of GMP's preferred stock then outstanding and the ratio that preferred stock is to GMP's total capital.
 - (iii) the return on Common Equity ("ROE") component through October 15, 2014, shall be 11.14%, which is the base ROE applicable to New England Transmission Owners ("NETOs") and Green Mountain as a result of Commission orders issued in Docket Nos. ER04-157-000, et al. The 11.14% ROE is subject to refund from October 1, 2012 through December 31, 2012 to the extent and to be consistent with refunds the Commission orders the NETOs to make in Docket No. EL11-66-000 with respect to those three months, and shall also be subject to refund during any refund period the Commission may establish in Docket No. EL13-33-000 to the extent and to be consistent with any refunds the Commission may order the NETOs to make in Docket No. EL13-33-000. Consistent with the Commission's October 16, 2014 order in Docket No. EL11-66-001, the base ROE shall be 10.57% as of that date, subject to any downward or upward adjustment and any corresponding additional refunds to or payments by Transmission Customers for the period as of

October 16, 2014 if the final order in that docket decreases or increases the 10.57% ROE. The Green Mountain ROE shall be further prospectively revised to conform to any change in the base ROE ordered for the NETOs in Docket No. EL13-33-000. The ROE shall also be subject to revision at any time pursuant to a Section 205 filing by Green Mountain or a Section 206 filing by the Transmission Customer.

(iv) In calculating the Weighted Cost of Capital, the common equity ratio shall not exceed 68.86% and any common equity in excess of 68.86% shall be allocated between the long term debt component and the preferred stock component pro rata based on those respective components and shall be deemed to bear the cost of the highest cost debt within the debt component and the highest cost preferred stock within the preferred stock component. Green Mountain may at any time modify or eliminate the 68.86% limit through a unilateral filing with the Commission under the provisions of Section 205 of the Federal Power Act.

(b) Federal Income Tax shall equal

$$[(A+[B/D]) \times (FT)] \text{ divided by } (1-FT)$$

where FT is the Federal Income Tax Rate and A is the sum of the preferred stock component and the return on equity component, as determined in Sections II.A.2.(a)(ii) and (iii) above, B is Distribution Related Amortization of Investment Tax Credits, as determined in Section II.C., below, and D is Distribution Investment Base, as Determined in II.A.1., above.

(c) State Income Tax shall equal

$$[A+[B/D] + \text{Federal Income Tax}] \times (ST) \text{ divided by } (1-ST)$$

where ST is the State Income Tax Rate, A is the sum of the preferred stock component and return on equity component determined in Sections II.A.2.(a)(ii) and (iii) above, B is the Amortization of Investment Tax Credits as determined in Section II.C. below, D is the Distribution Investment Base, as determined in II.A.1., above and Federal Income Tax is the rate determined in Section II.A.2.(b) above.

B. Distribution Depreciation Expense shall equal the sum of Depreciation Expense for Total Distribution Plant times Substation Plant Allocation Factor, plus an allocation of General Plant

Deprecation Expense calculated by multiplying General Plant Depreciation Expense by the Substation Wages and Salaries Allocation Factor. The depreciation rates are found in Worksheet 10 of the Distribution Template in Attachment E-2. These depreciation rates may not be changed absent a Section 205 or 206 filing with FERC.

- C. Distribution Related Amortization of Investment Tax Credits shall equal GMP's electric Amortization of Investment Tax Credits multiplied by the Total Substation Plant Allocation Factor.
- D. Distribution Related Municipal Tax Expense shall equal GMP's' electric Total Municipal Tax Expense multiplied by the Total Substation Plant Allocation Factor.
- E. Distribution Related Payroll Tax Expense shall equal GMP's electric Payroll Tax expense, multiplied by the Substation Wages and Salaries Allocation Factor.
- F. Distribution Operation and Maintenance Expense shall be the Substation Operation and Maintenance portion of the Total Distribution Operation and Maintenance as set forth in the definition in Section I.B., above.
- G. Distribution Related Administrative and General Expenses shall equal GMP's Administrative and General Expenses multiplied by the Substation Wages and Salaries Allocation Factor.
- H. Distribution Amortization of Regulatory Assets and Liabilities shall equal GMP's Total Distribution Related Amortization of FAS 109 balances associated with changes in income tax rates as recorded in FERC Account Nos. 410.1 and 411.1 as calculated in the ADIT Worksheet multiplied by the Substation Plant Allocation Factor.

A permanent ADIT Worksheet is included in the Attachment E-2 Formula Rate Templates to track annual changes related to Deficient and Excess ADIT associated with changes in income tax rates and associated amortization.

III. Customer Specific Annual Distribution Substation Revenue Requirements

The Customer Specific Annual Distribution Substation Revenue Requirement shall equal the ratio of (i) the customer load coincident with (ii) the substation peak, times (iii) substation plant investment, divided by (iv) the Total Distribution Substation Plant.

IV. Summary of Charges and Revenue Comparison

The Formula Rate template in Attachment E-3 provides (1) a summary comparison of charges for Local Network Service Customers showing the actual/forecast charge as compared to the billing charge for a

specified year; and (2) a comparison of monthly Local Network Service revenues showing the difference between the current billing revenues and the actual/forecast revenues for a specified year on an individual customer basis.

ATTACHMENT D-3

Green Mountain's Annual Lines And Line-Related Cost

For Local Network Service rendered as of January 1, 2013, Green Mountain Power's Lines and Line-Related Revenue Requirement shall be determined annually by applying the formula set out below to Green Mountain Power's costs as recorded in Green Mountain Power's FERC Form No. 1. For service provided during a Service Year, Green Mountain Power shall render estimated bills based on Green Mountain Power's estimated costs for the Service Year. Estimated bills for each Service Year shall be "trued up" to reflect Green Mountain Power's actual costs based on Green Mountain Power's FERC Form No. 1 for that Service Year, pursuant to the Annual True-Up provisions in Section 4.1 of Schedule 21-GMP. The Annual True-Up shall be performed no later than June 1 of the subsequent calendar year. Annual True-Ups shall include charges or credits for under-charges or over-charges at interest rates established pursuant to 18 C.F.R. § 35.19a.

For Local Network Service rendered during the 2012 Effective Period, Green Mountain Power's Lines and Line-Related Revenue Requirement shall be determined by applying the formula set out below to Green Mountain Power's and Central Vermont's costs as recorded in Green Mountain Power's and Central Vermont's FERC Form No. 1 for 2012, shall initially be based on estimates of its costs and shall be trued-up to reflect Green Mountain Power's and Central Vermont's actual costs for the 2012. An Annual True-Up shall be performed no later than June 1, 2013, and shall include charges or credits for under-charges or over-charges at interest rates established pursuant to 18 C.F.R. § 35.19a.

For Firm Local Point-to-Point Service and Non-Firm Local Point-to-Point Service rendered as of June 1, 2014, charges shall be determined annually by applying the formula set out below to reflect Green Mountain Power's actual costs for a calendar year ("cost of service year") based on Green Mountain Power's FERC Form No. 1 and by applying those costs to service provided during the 12-month period beginning June 1 following the conclusion of each cost of service year. Charges will be revised each June 1 to reflect costs and loads in Green Mountain Power's most recently filed FERC Form No. 1.

For Firm Local Point-to-Point Service and Non-Firm Local Point-to-Point Service rendered from October 1, 2012 through May 31, 2014, charges shall be determined by applying the formula set out below to Green Mountain Power's costs as recorded in Green Mountain Power's FERC Form No. 1 for 2012.

Green Mountain Power will make timely filings of changes in the formula to reflect changes in Commission policy. Account number references are to the Commission's Uniform System of Accounts. Page, line, and column references are to the 2012 FERC Form No. 1.

I. Definitions

Capitalized terms not otherwise defined in the Tariff and as used in this formula have the following definitions:

A. Allocation Factors

1. Total Distribution Wages and Salaries Allocation Factor shall equal the ratio of (i) GMP's Distribution-related direct wages and salaries, and (ii) total wages and salaries excluding administrative and general wages and salaries.
2. Total Distribution Plant Allocation Factor shall equal the ratio of the sum of GMP's Total Distribution Plant and Distribution Related General Plant to Total Plant in Service.
3. Line Wages and Salaries Allocation Factor shall equal Total Distribution Wages and Salaries Allocation Factor times Line Operation and Maintenance Allocation Factor.
4. Total Line Plant Allocation Factor shall equal Total Distribution Plant Allocation Factor times Line Plant Allocation Factor.
5. Line Operation and Maintenance Allocation Factor shall equal the ratio of (i) Line Operation and Maintenance Expense and (ii) Total Distribution Operation and Maintenance Expense.
6. Line Plant Allocation Factor shall equal ratio of Line Plant and Total Distribution Plant.

B. Terms

Common Equity shall equal the sum of the balances as recorded in GMP's FERC Account Nos. 201 through 219, excluding Account Nos. 216.1 and 219.

Depreciation Expense for Distribution Plant shall equal GMP's distribution expense as recorded in FERC Account No. 403.

Line Operation and Maintenance Expense shall equal the sum of: (b), (d), (e) as determined below plus the distribution expenses in Accounts 583, 574, 587, 593, and 594.

- (a) Compute the ratio of (i) Line Plant less Line Land in Account 360 to (ii) Line Plant less Account 360;
- (b) Apply the ratio in clause (a) above to the sum of distribution expenses in Accounts 580, 581, and 590.
- (c) Compute the ratio of Line Plant to Total Distribution Plant;
- (d) Apply the ratio in clause (c) above to the sum of distribution expenses in Accounts 588 and 598.
- (e) The pole attachment rental fees recorded in Account 589.

Line Plant shall equal: the sum of the distribution plant in service for Accounts 364-367 plus the amounts determined in (b) and (c) below.

- (a) Compute the ratio of Line Plant to Total Distribution Plant;
- (b) Apply the ratio in clause (a) above to the distribution plant in service in Account 374.
- (c) Total Land and Land Rights in Account 360 less the substation land plant in service in Account 360.

Long Term Debt shall equal balance as recorded in FERC Account Nos. 221, less 222, plus 223, plus 224.

Long Term Debt Cost shall equal amounts as recorded in FERC Account Nos. 427, plus 430, plus 428, plus 428.1, less 429, less 429.1.

Long Term Debt Rate shall equal the Long Term Debt Cost divided by the net proceeds of Long Term Debt.

Total Distribution Depreciation Reserve shall equal GMP's Distribution reserve balance as recorded in FERC Account 108.

Total Distribution Operation and Maintenance Expense shall equal GMP's expenses as recorded in FERC Account Nos. 580-598.

Total Distribution Plant shall equal GMP's gross plant balance as recorded in FERC Account Nos. 360-374.

Distribution Plant Materials and Supplies shall equal GMP's balance as assigned to Distribution, as recorded in FERC Account 154.

Total Distribution Regulatory Assets and Liabilities shall equal the net of GMP's Distribution Related FAS 109 balances for Deficient and Excess Accumulated Deferred Income Taxes as recorded in FERC Account Nos. 182.3 and 254 as calculated in the ADIT Worksheet.

II. Calculation of Lines And Line-Related Revenue Requirements

The Distribution Revenue Requirement shall equal the sum of GMP's (A) Return and Associated Income Taxes, (B) Distribution Depreciation Expense, (C) Distribution Related Amortization of Investment Tax Credits, (D) Distribution Related Municipal Tax Expense, (E) Distribution Related Payroll Tax Expense, (F) Distribution Operation and Maintenance Expense, (G) Distribution Related Administrative and General Expense, and (H) Distribution Amortization of Regulatory Assets and Liabilities.

A. Return and Associated Income Taxes shall equal the product of the Distribution Investment Base and the Cost of Capital Rate.

1. Distribution Investment Base

The Distribution Investment Base will be the balances of (a) Distribution Plant, plus (b) Distribution Related General Plant, less (c) Distribution Related Depreciation Reserve, less (d) Distribution Related Accumulated Deferred Taxes, plus (e) Distribution Regulatory Assets and Liabilities, plus (f) Distribution Prepayments, plus (g) Distribution Materials and Supplies, plus (h) Distribution Related Cash Working Capital. The balances for Distribution Plant, Distribution Related General Plant and Distribution Related Depreciation Reserve shall be the average of thirteen monthly balances (December 31 of the year preceding the Service Year and the month-end balances of each month of the Service Year). The balances for Distribution Related Accumulated Deferred Taxes, Distribution Regulatory Assets and Liabilities, Distribution Prepayments, and Distribution Materials and Supplies shall be the average of the year-end balances for the Service Year and the preceding Service Year.

- (a) Distribution Plant will equal the balance of GMP's investment in Total Distribution Plant multiplied by Line Plant Allocation Factor.
- (b) Distribution Related General Plant shall equal GMP's balance of investment in General Plant multiplied by the Line Wages and Salaries Allocation Factor.
- (c) Distribution Related Depreciation Reserve shall equal the sum of Total Distribution Depreciation Reserve times Line Plant Allocation Factor, plus Line related general plant depreciation reserve. Line related general plant depreciation reserve shall equal the product of General Plant Depreciation Reserve and the Line Wages and Salaries Allocation Factor.
- (d) Distribution Accumulated Deferred Taxes shall equal GMP's electric balance of Total Accumulated Deferred Income Taxes multiplied by the Total Line Distribution Plant Allocation Factor.

- (e) Distribution Regulatory Assets and Liabilities shall equal GMP's Total Distribution Regulatory Assets and Liabilities as calculated in the ADIT Worksheet multiplied by the Line Plant Allocation Factor.
- (f) Distribution Prepayments shall equal GMP's electric balance of Prepayments multiplied by the Line Wages and Salaries Allocation Factor.
- (g) Distribution Materials and Supplies shall equal GMP's electric balance of Distribution Plant Materials and Supplies times Line Plant Allocation Factor.
- (h) Distribution Related Cash Working Capital shall be a 12.5% allowance (45 days/360 days) of Distribution Operation and Maintenance Expense and Distribution Related Administrative and General Expense.

2. Cost of Capital Rate

The Cost of Capital Rate will equal (a) GMP's Weighted Cost of Capital, plus (b) Federal Income Tax plus (c) State Income Tax.

- (a) The Weighted Cost of Capital will be calculated based upon the capital structure at the end of each year and will equal the sum of:
 - (i) the long term debt component, which equals the product of the actual Long Term Debt Rate of GMP's Long Term Debt and the ratio that Long Term Debt is to GMP's total capital.
 - (ii) the preferred stock component, which equals the product of the actual weighted average embedded cost of GMP's preferred stock then outstanding and the ratio that preferred stock is to GMP's total capital.
 - (iii) the return on Common Equity ("ROE") component through October 15, 2014, shall be 11.14%, which is the base ROE applicable to New England Transmission Owners ("NETOs") and Green Mountain as a result of Commission orders issued in Docket Nos. ER04-157-000, et al. The 11.14% ROE is subject to refund from October 1, 2012 through December 31, 2012 to the extent and to be consistent with refunds the Commission orders the NETOs to make in Docket No. EL11-66-000 with respect to those three months, and shall also be subject to refund during any refund period the Commission may establish in Docket No. EL13-33-000 to the extent and to be consistent with any refunds the Commission may order the NETOs to make in Docket No. EL13-33-000.

Consistent with the Commission's October 16, 2014 order in Docket No. EL11-66-001, the base ROE shall be 10.57% as of that date, subject to any downward or upward adjustment and any corresponding additional refunds to or payments by Transmission Customers for the period as of October 16, 2014 if the final order in that docket decreases or increases the 10.57% ROE. The Green Mountain ROE shall be further prospectively revised to conform to any change in the base ROE ordered for the NETOs in Docket No. EL13-33-000. The ROE shall also be subject to revision at any time pursuant to a Section 205 filing by Green Mountain or a Section 206 filing by the Transmission Customer.

(iv) In calculating the Weighted Cost of Capital, the common equity ratio shall not exceed 68.86% and any common equity in excess of 68.86% shall be allocated between the long term debt component and the preferred stock component pro rata based on those respective components and shall be deemed to bear the cost of the highest cost debt within the debt component and the highest cost preferred stock within the preferred stock component. Green Mountain may at any time modify or eliminate the 68.86% limit through a unilateral filing with the Commission under the provisions of Section 205 of the Federal Power Act.

(b) Federal Income Tax shall equal

$$[(A+[B/D])x (FT)] \text{ divided by } (1-FT)$$

where FT is the Federal Income Tax Rate and A is the sum of the preferred stock component and the return on equity component, as determined in Sections II.A.2.(a)(ii) and (iii) above, B is Distribution Related Amortization of Investment Tax Credits, as determined in Section II.C., below, and D is Distribution Investment Base, as Determined in II.A.1., above.

(c) State Income Tax shall equal

$$[A+[B/D] + \text{Federal Income Tax}]x(ST) \text{ divided by } (1-ST)$$

where ST is the State Income Tax Rate, A is the sum of the preferred stock component and return on equity component determined in Sections II.A.2.(a)(ii) and (iii) above, B is the Amortization of Investment Tax Credits as determined in Section II.C. below, D is the Distribution Investment Base, as determined in

II.A.1., above and Federal Income Tax is the rate determined in Section II.A.2.(b) above.

- B. Distribution Depreciation Expense shall equal the sum of Depreciation Expense for Total Distribution Plant times Line Plant Allocation Factor, plus an allocation of General Plant Depreciation Expense calculated by multiplying General Plant Depreciation Expense by the Line Wages and Salaries Allocation Factor. The depreciation rates are found in Worksheet 10 of the Distribution Template in Attachment E-2. These depreciation rates may not be changed absent a Section 205 or 206 filing with FERC.
- C. Distribution Related Amortization of Investment Tax Credits shall equal GMP's electric Amortization of Investment Tax Credits multiplied by the Total Line Plant Allocation Factor.
- D. Distribution Related Municipal Tax Expense shall equal GMP's' electric Total Municipal Tax Expense multiplied by the Total Line Plant Allocation Factor.
- E. Distribution Related Payroll Tax Expense shall equal GMP's electric Payroll Tax expense, multiplied by the Line Wages and Salaries Allocation Factor.
- F. Distribution Operation and Maintenance Expense shall be the Line Operation and Maintenance portion of the Total Distribution Operation and Maintenance as set forth in the definition in Section I.B., above.
- G. Distribution Related Administrative and General Expenses shall equal GMP's Administrative and General Expenses multiplied by the Line Wages and Salaries Allocation Factor.
- H. Distribution Amortization of Regulatory Assets and Liabilities shall equal GMP's Total Distribution Related Amortization of FAS 109 balances associated with changes in income tax rates as recorded in FERC Account Nos. 410.1 and 411.1 as calculated in the ADIT Worksheet multiplied by the Line Plant Allocation Factor.

A permanent ADIT Worksheet is included in the Attachment E-2 Formula Rate Template to track annual changes related to Deficient and Excess ADIT associated with changes in income tax rates and associated amortization.

III. Customer Specific Annual Distribution of Lines And Line-Related Revenue Requirements

The Customer Specific Annual Distribution Line and Line-Related Annual Revenue Requirement shall equal the ratio of (i) the customer load coincident with (ii) the line peak, times (iii) number of miles of line times (iv) the revenue requirement per line mile. The revenue requirement per line mile is

determined by dividing Line Revenue Requirement determined in Section II above by the number of distribution line miles in GMP's service area.

IV. Summary of Charges and Revenue Comparison

The Formula Rate template in Attachment E-3 provides (1) a summary comparison of charges for Local Network Service Customers showing the actual/forecast charge as compared to the billing charge for a specified year; and (2) a comparison of monthly Local Network Service revenues showing the difference between the current billing revenues and the actual/forecast revenues for a specified year on an individual customer basis.

ATTACHMENT D-4

Green Mountain's Meters And Meter-Related Costs

For Local Network Service rendered as of January 1, 2013, Green Mountain Power's Meters and Meter-Related Revenue Requirement shall be determined annually by applying the formula set out below to Green Mountain Power's costs as recorded in Green Mountain Power's FERC Form No. 1. For service provided during a Service Year, Green Mountain Power shall render estimated bills based on Green Mountain Power's estimated costs for the Service Year. Estimated bills for each Service Year shall be "trued up" to reflect Green Mountain Power's actual costs based on Green Mountain Power's FERC Form No. 1 for that Service Year, pursuant to the Annual True-Up provisions in Section 4.1 of Schedule 21-GMP. The Annual True-Up shall be performed no later than June 1 of the subsequent calendar year. Annual True-Ups shall include charges or credits for under-charges or over-charges at interest rates established pursuant to 18 C.F.R. § 35.19a.

For Local Network Service rendered during the 2012 Effective Period, Green Mountain Power's Meters and Meter-Related Revenue Requirement shall be determined by applying the formula set out below to Green Mountain Power's and Central Vermont's costs as recorded in Green Mountain Power's and Central Vermont's FERC Form No. 1 for 2012, shall initially be based on estimates of its costs during the 2012 and shall be trued-up to reflect Green Mountain Power's and Central Vermont's actual costs for the 2012. An Annual True-Up shall be performed no later than June 1, 2013, and shall include charges or credits for under-charges or over-charges at interest rates established pursuant to 18 C.F.R. § 35.19a.

For Firm Local Point-to-Point Service and Non-Firm Local Point-to-Point Service rendered as of June 1, 2014, charges shall be determined annually by applying the formula set out below to reflect Green Mountain Power's actual costs for a calendar year ("cost of service year") based on Green Mountain Power's FERC Form No. 1 and by applying those costs to service provided during the 12-month period beginning June 1 following the conclusion of each cost of service year. Charges will be revised each June 1 to reflect costs and loads in Green Mountain Power's most recently filed FERC Form No. 1.

For Firm Local Point-to-Point Service and Non-Firm Local Point-to-Point Service rendered from October 1, 2012 through May 31, 2014, charges shall be determined by applying the formula set out below to Green Mountain Power's costs as recorded in Green Mountain Power's FERC Form No. 1 for 2012.

Green Mountain Power will make timely filings of changes in the formula to reflect changes in

Commission policy. Account number references are to the Commission's Uniform System of Accounts. Page, line, and column references are to the 2012 FERC Form No. 1.

I. Definitions

Capitalized terms not otherwise defined in the Tariff and as used in this formula have the following definitions:

A. Allocation Factors

1. Total Distribution Wages and Salaries Allocation Factor shall equal the ratio of (i) GMP's Distribution-related direct wages and salaries, and (ii) total wages and salaries excluding administrative and general wages and salaries.
2. Total Distribution Plant Allocation Factor shall equal the ratio of the sum of GMP's Total Distribution Plant and Distribution Related General Plant to Total Plant in Service.
3. Meter Wages and Salaries Allocation Factor shall equal Total Distribution Wages and Salaries Allocation Factor times Meter Operation and Maintenance Allocation Factor.
4. Total Meter Plant Allocation Factor shall equal Total Distribution Plant Allocation Factor times Meter Plant Allocation Factor.
5. Meter Operation and Maintenance Allocation Factor shall equal the ratio of (i) Meter Operation and Maintenance Expense and (ii) Total Distribution Operation and Maintenance Expense.
6. Meter Plant Allocation Factor shall equal ratio of Meter Plant and Total Distribution Plant.

B. Terms

Common Equity shall equal the sum of the balances as recorded in GMP's FERC Account Nos. 201 through 219, excluding Account Nos. 216.1 and 219.

Depreciation Expense for Distribution Plant shall equal GMP's distribution expense as recorded in FERC Account No. 403.

Long Term Debt shall equal balance as recorded in FERC Account Nos. 221, less 222, plus 223, plus 224.

Long Term Debt Cost shall equal amounts as recorded in FERC Account Nos. 427, plus 430, plus 428, plus 428.1, less 429, less 429.1.

Long Term Debt Rate shall equal the Long Term Debt Cost divided by the net proceeds of Long Term Debt.

Meter Operation and Maintenance Expense shall equal the sum of: (b) and (d) as determined below plus the distribution expenses in Accounts 586 and 597.

- (a) Compute the ratio of (i) Meter Plant less Meter Land in Account 360 to (ii) Meter Plant less Account 360;
- (b) Apply the ratio in clause (a) above to the sum of distribution expenses in Accounts 580, 581, and 590.
- (c) Compute the ratio of Meter Plant to Total Distribution Plant;
- (d) Apply the ratio in clause (c) above to the sum of distribution expenses in Accounts 588 and 598.

Meter Plant shall equal: the sum of the distribution plant in service for Account 370 and the amount determined in (b) below.

- (a) Compute the ratio of Meter Plant to Total Distribution Plant;
- (b) Apply the ratio in clause (a) above to the distribution plant in service in Account 374.

Total Distribution Depreciation Reserve shall equal GMP's Distribution reserve balance as recorded in FERC Account 108.

Total Distribution Operation and Maintenance Expense shall equal GMP's expenses as recorded in FERC Account Nos. 580-598.

Total Distribution Plant shall equal GMP's gross plant balance as recorded in FERC Account Nos. 360-374.

Distribution Plant Materials and Supplies shall equal GMP's balance as assigned to Distribution, as recorded in FERC Account 154.

Total Distribution Regulatory Assets and Liabilities shall equal the net of GMP's Distribution Related FAS 109 balances for Deficient and Excess Accumulated Deferred Income Taxes as recorded in FERC Account Nos. 182.3 and 254 as calculated in the ADIT Worksheet.

II. Calculation of Meters And Meter-Related Revenue Requirements

The Distribution Revenue Requirement shall equal the sum of GMP's (A) Return and Associated Income Taxes, (B) Distribution Depreciation Expense, (C) Distribution Related Amortization of Investment Tax Credits, (D) Distribution Related Municipal Tax Expense, (E) Distribution Related Payroll Tax Expense, (F) Distribution Operation and Maintenance Expense, (G) Distribution Related Administrative and General Expense, and (H) Distribution Amortization of Regulatory Assets and Liabilities.

A. Return and Associated Income Taxes shall equal the product of the Distribution Investment Base and the Cost of Capital Rate.

- 1. Distribution Investment Base

The Distribution Investment Base will be the balances of (a) Distribution Plant, plus (b) Distribution Related General Plant, less (c) Distribution Related Depreciation Reserve, less (d) Distribution Related Accumulated Deferred Taxes, plus (e) Distribution Regulatory Assets and Liabilities, plus (f) Distribution Prepayments, plus (g) Distribution Materials and Supplies, plus (h) Distribution Related Cash Working Capital. The balances for Distribution Plant, Distribution Related General Plant and Distribution Related Depreciation Reserve shall be the average of thirteen monthly balances (December 31 of the year preceding the Service Year and the month-end balances of each month of the Service Year). The balances for Distribution Related Accumulated Deferred Taxes, Distribution Regulatory Assets and Liabilities, Distribution Prepayments, and Distribution Materials and Supplies shall be the average of the year-end balances for the Service Year and the preceding Service Year.

- (a) Distribution Plant will equal the balance of GMP's investment in Total Distribution Plant multiplied by Meter Plant Allocation Factor.
- (b) Distribution Related General Plant shall equal GMP's balance of investment in General Plant multiplied by the Meter Wages and Salaries Allocation Factor.
- (c) Distribution Related Depreciation Reserve shall equal the sum of Total Distribution Depreciation Reserve times Meter Plant Allocation Factor, plus Meter related general plant depreciation reserve. Meter related general plant depreciation reserve shall equal the product of General Plant Depreciation Reserve and the Meter Wages and Salaries Allocation Factor.
- (d) Distribution Accumulated Deferred Taxes shall equal GMP's electric balance of Total Accumulated Deferred Income Taxes multiplied by the Total Meter Distribution Plant Allocation Factor.
- (e) Distribution Regulatory Assets and Liabilities shall equal GMP's Total Distribution Regulatory Assets and Liabilities as calculated in the ADIT Worksheet multiplied by the Meter Plant Allocation Factor.
- (f) Distribution Prepayments shall equal GMP's electric balance of Prepayments multiplied by the Meter Wages and Salaries Allocation Factor.
- (g) Distribution Materials and Supplies shall equal GMP's electric balance of Distribution Plant Materials and Supplies times Meter Plant Allocation Factor.
- (h) Distribution Related Cash Working Capital shall be a 12.5% allowance (45 days/360 days) of Distribution Operation and Maintenance Expense and Distribution Related Administrative and General Expense.

2. Cost of Capital Rate

The Cost of Capital Rate will equal (a) GMP's Weighted Cost of Capital, plus (b) Federal Income Tax plus (c) State Income Tax.

- (a) The Weighted Cost of Capital will be calculated based upon the capital structure at the end of each year and will equal the sum of:
- (i) the long term debt component, which equals the product of the actual Long Term Debt Rate of GMP's Long Term Debt and the ratio that Long Term Debt is to GMP's total capital.
 - (ii) the preferred stock component, which equals the product of the actual weighted average embedded cost of GMP's preferred stock then outstanding and the ratio that preferred stock is to GMP's total capital.
 - (iii) the return on Common Equity ("ROE") component through October 15, 2014, shall be 11.14%, which is the base ROE applicable to New England Transmission Owners ("NETOs") and Green Mountain as a result of Commission orders issued in Docket Nos. ER04-157-000, et al. The 11.14% ROE is subject to refund from October 1, 2012 through December 31, 2012 to the extent and to be consistent with refunds the Commission orders the NETOs to make in Docket No. EL11-66-000 with respect to those three months, and shall also be subject to refund during any refund period the Commission may establish in Docket No. EL13-33-000 to the extent and to be consistent with any refunds the Commission may order the NETOs to make in Docket No. EL13-33-000. Consistent with the Commission's October 16, 2014 order in Docket No. EL11-66-001, the base ROE shall be 10.57% as of that date, subject to any downward or upward adjustment and any corresponding additional refunds to or payments by Transmission Customers for the period as of October 16, 2014 if the final order in that docket decreases or increases the 10.57% ROE. The Green Mountain ROE shall be further prospectively revised to conform to any change in the base ROE ordered for the NETOs in Docket No. EL13-33-000. The ROE shall also be subject to revision at any time pursuant to a Section 205 filing by Green Mountain or a Section 206 filing by the Transmission Customer.

(iv) In calculating the Weighted Cost of Capital, the common equity ratio shall not exceed 68.86% and any common equity in excess of 68.86% shall be allocated between the long term debt component and the preferred stock component pro rata based on those respective components and shall be deemed to bear the cost of the highest cost debt within the debt component and the highest cost preferred stock within the preferred stock component. Green Mountain may at any time modify or eliminate the 68.86% limit through a unilateral filing with the Commission under the provisions of Section 205 of the Federal Power Act.

(b) Federal Income Tax shall equal

$$[(A+[B/D] \times (FT))] \text{ divided by } (1-FT)$$

where FT is the Federal Income Tax Rate and A is the sum of the preferred stock component and the return on equity component, as determined in Sections II.A.2.(a)(ii) and (iii) above, B is Distribution Related Amortization of Investment Tax Credits, as determined in Section II.C., below, and D is Distribution Investment Base, as Determined in II.A.1., above.

(c) State Income Tax shall equal

$$[A+[B/D] + \text{Federal Income Tax}] \times (ST) \text{ divided by } (1-ST)$$

where ST is the State Income Tax Rate, A is the sum of the preferred stock component and return on equity component determined in Sections II.A.2.(a)(ii) and (iii) above, B is the Amortization of Investment Tax Credits as determined in Section II.C. below, D is the Distribution Investment Base, as determined in II.A.1., above and Federal Income Tax is the rate determined in Section II.A.2.(b) above.

B. Distribution Depreciation Expense shall equal the sum of Depreciation Expense for Total Distribution Plant times Meter Plant Allocation Factor, plus an allocation of General Plant Deprecation Expense calculated by multiplying General Plant Depreciation Expense by the Meter Wages and Salaries Allocation Factor. The depreciation rates are found in Worksheet 10 of the Distribution Template in Attachment E-2. These depreciation rates may not be changed absent a Section 205 or 206 filing with FERC.

C. Distribution Related Amortization of Investment Tax Credits shall equal GMP's electric Amortization of Investment Tax Credits multiplied by the Total Meter Plant Allocation Factor.

- D. Distribution Related Municipal Tax Expense shall equal GMP's' electric Total Municipal Tax Expense multiplied by the Total Meter Plant Allocation Factor.
- E. Distribution Related Payroll Tax Expense shall equal GMP's electric Payroll Tax expense, multiplied by the Meter Wages and Salaries Allocation Factor.
- F. Distribution Operation and Maintenance Expense shall be the Meter Operation and Maintenance portion of the Total Distribution Operation and Maintenance as set forth in the definition in Section I.B., above.
- G. Distribution Related Administrative and General Expenses shall equal GMP's Administrative and General Expenses multiplied by the Meter Wages and Salaries Allocation Factor.
- H. Distribution Amortization of Regulatory Assets and Liabilities shall equal GMP's Total Distribution Related Amortization of FAS 109 balances associated with changes in income tax rates as recorded in FERC Account Nos. 410.1 and 411.1 as calculated in the ADIT Worksheet multiplied by the Meter Plant Allocation Factor.

A permanent ADIT Worksheet is included in the Attachment E-2 Formula Rate Template to track annual changes related to Deficient and Excess ADIT associated with changes in income tax rates and associated amortization.

III. Customer Specific Annual Meters And Meter-Related Revenue Requirements

The Customer Specific Annual Meters And Meter-Related Revenue Requirements shall equal the ratio of (i) Schedule 21 customers' meter investment and (ii) the Meter Plant applied to the annual Meter Revenue Requirement determined in Section II above. This amount is then divided by the number of customer meters included in (i) above and then this result is divided by 12 to determine the revenue requirement per month per meter.

IV. Summary of Charges and Revenue Comparison

The Formula Rate template in Attachment E-3 provides (1) a summary comparison of charges for Local Network Service Customers showing the actual/forecast charge as compared to the billing charge for a specified year; and (2) a comparison of monthly Local Network Service revenues showing the difference between the current billing revenues and the actual/forecast revenues for a specified year on an individual customer basis.

ATTACHMENT E
Formula Rate Templates

These templates do not change the other provisions of this Schedule 21-GMP. The templates are not a substitute for the Schedule 21-GMP language. If an inconsistency between the Schedule 21-GMP language and the templates arise, the Schedule 21-GMP language is controlling. The templates are illustrative and the actual true-up filing as made from time to time may include format changes or reflect non-material changes required by the Uniform System of Accounts.

ATTACHMENT E-1

Direct Assignment Facilities and Transmission Rate Summary Templates

Green Mountain Power Corporation
Direct Assignment Facilities

[YEAR]

I. DIRECT ASSIGNMENT AND INCREMENTALLY CHARGED FACILITIES

1	Woodsville Transmission Plant *	\$0	FF1 Page 450.1
2	Local Service Plant	#DIV/0!	OATT Att. F, App. B W/S 2, line 2(C)

3	Woodsville Allocation of Local Service Plant	#DIV/0!	line 1 / line 2
4	Local Service Annual Transmission Revenue Requirement	#DIV/0!	OATT Att. F, App. B, Att. 2, W/S 1, line 9
5	Less Facilities Support Payments	0	OATT Att. F, App. B, Att. 2, W/S 2a GMP, line 1(A)

6	Revenue Requirement excl. Facility Support Payments	#DIV/0!	line 4 - line 5
7	Woodsville Allocation of Local Service Plant	#DIV/0!	line 3

8	Woodsville Annual Revenue Requirement	#DIV/0!	line 6 * line 7
9	Monthly Charge	#DIV/0!	Line 8 / 12

* Woodsville is the sole user of this non-integrated Green Mountain transmission facility.
Only the plant for the line used by Woodsville is included herein.

**Green Mountain Power
Corporation**
Transmission Rate Summary
[FORECAST/ACTUAL]
[YEAR]

	(A) Annual Transmission Revenue Requirement	(B) Firm Monthly Transmission Peak (Kw)	(C) Illustrative Transmission Rate \$/Kw-month	
1	January [YEAR]	#DIV/0!	#DIV/0!	(A)/(B)/12
2	February	#DIV/0!	#DIV/0!	(A)/(B)/12
3	March	#DIV/0!	#DIV/0!	(A)/(B)/12
4	April	#DIV/0!	#DIV/0!	(A)/(B)/12
5	May	#DIV/0!	#DIV/0!	(A)/(B)/12
6	June	#DIV/0!	#DIV/0!	(A)/(B)/12
7	July	#DIV/0!	#DIV/0!	(A)/(B)/12
8	August	#DIV/0!	#DIV/0!	(A)/(B)/12
9	September	#DIV/0!	#DIV/0!	(A)/(B)/12
10	October	#DIV/0!	#DIV/0!	(A)/(B)/12
11	November	#DIV/0!	#DIV/0!	(A)/(B)/12
12	December	#DIV/0!	#DIV/0!	(A)/(B)/12

13 Source: Column A,OATT Att F, App B, Att 2, WS1, line 9

14 Column B, Company Workpaper

15 Scheduling, System Control and Dispatch Service under Schedule 1

16 Load Dispatch-Reliability (561.1) Page 321.85

17 Load Dispatch-Monitor & Operate Trans System (561.2) Page 321.86

18 Load Dispatch-Trans Service & Scheduling (561.3) Page 321.87

19 Scheduling, System Control & Dispatch Services (561.4) Page 321.88

20 Total Load Dispatching sum of lines 16-19 \$0

21 Network Customers' Local Network Loads Company Workpaper

22 Firm Local Point-to-Point Service reservations Company Workpaper

23	Total Schedule 1 Load sum of lines 21 and 22	0			
24	Scheduling, System Control and Dispatch Service rate	#DIV/0!	Line 20 / line 23 / 12		
25	<u>Firm Point-to-Point Transmission Service under Schedule 3</u>				
26	Rates effective January 1, 20XX				
27	Annual Transmission Revenue Requirement		#DIV/0!	OATT Att F, App B, Att 2, WS1, line 9	
28	Calendar Year Maximum Firm Transmission System Load		0	Company workpaper	
29	Firm Point-to-Point Transmission Service Rates:				
30	1. Yearly delivery		#DIV/0!	per Kw-month	line 27/line 28/12
31	2. Monthly delivery		#DIV/0!	per Kw-month	line 27/line 28/12
32	3. Weekly delivery		#DIV/0!	per Kw-week	line 27/line 28/52
33	4. Daily delivery - Monday through Friday		#DIV/0!	per Kw-day	line 27/line 28/260
34	- Saturday and Sunday		#DIV/0!	per Kw-day	line 27/line 28/365
35	<u>Non-Firm Point-to-Point Transmission Service under Schedule 4</u>				
36	Rates effective January 1, 20XX				
37	1. Monthly delivery		#DIV/0!	per Kw-month	line 27/line 28/12
38	2. Weekly delivery		#DIV/0!	per Kw-week	line 27/line 28/52
39	3. Daily delivery - Monday through Friday		#DIV/0!	per Kw-day	line 27/line 28/260
40	- Saturday and Sunday		#DIV/0!	per Kw-day	line 27/line 28/365
41	4. Hourly delivery - On-Peak		#DIV/0!	per Kw-hour	line 27/line 28/4160
42	- Off-Peak		#DIV/0!	per Kw-hour	line 27/line 28/8760

ATTACHMENT E-2
Distribution Templates

Green Mountain Power Corporation
Annual Distribution Revenue Requirements
[ACTUAL / FORECAST]
[YEAR]

RTO Schedule 21-GMP
Attachment E-2
Worksheet 1 of 17

	Attachment D-2,3,4 Reference	(from col. 3) Substation	(from col. 5) Line	(from col. 7) Meters	Reference
I. INVESTMENT BASE					
1	Distribution Plant	(A)(1)(a)	#DIV/0!	#DIV/0!	WS 3, line 1
2	General Plant	(A)(1)(b)	#DIV/0!	#DIV/0!	WS 3, line 2
3	Total Plant (Lines 1+2)		#DIV/0!	#DIV/0!	
4	Accumulated Depreciation	(A)(1)(c)	#DIV/0!	#DIV/0!	WS 3, line 7
5	Accumulated Deferred Income Taxes	(A)(1)(d)	#DIV/0!	#DIV/0!	WS 3, line 12
6	Regulatory Assets and Liabilities	(A)(1)(e)	#DIV/0!	#DIV/0!	WS 3, line 13
7	Net Investment (Line 3-4-5-6)		#DIV/0!	#DIV/0!	
8	Prepayments	(A)(1)(f)	#DIV/0!	#DIV/0!	WS 3, line 14
9	Materials & Supplies	(A)(1)(g)	#DIV/0!	#DIV/0!	WS 3, line 15
10	Cash Working Capital	(A)(1)(h)	#DIV/0!	#DIV/0!	WS 3, line 21
11	Total Investment Base (Line 7+8+9+10)		#DIV/0!	#DIV/0!	
II. REVENUE REQUIREMENTS					
12	Investment Return and Income Taxes	(A)	#DIV/0!	#DIV/0!	WS 2, line 24
13	Depreciation Expense	(B)	#DIV/0!	#DIV/0!	WS 4, line 3
14	Investment Tax Credit	(C)	#DIV/0!	#DIV/0!	WS 4, line 4
15	Property Tax Expense	(D)	#DIV/0!	#DIV/0!	WS 4, line 6
16	Payroll Tax Expense	(E)	#DIV/0!	#DIV/0!	WS 4, line 16
17	Operation & Maintenance Expense	(F)	#DIV/0!	#DIV/0!	WS 4, line 7
18	Administrative & General Expense	(G)	#DIV/0!	#DIV/0!	WS 4, line 15
19	Amortization of Regulatory Assets and Liabilities	(H)	#DIV/0!	#DIV/0!	WS 4, line 17
20	Total Revenue Requirements (Line 12 thru 19)		#DIV/0!	#DIV/0!	

III. Unitize the Revenue Requirement

21 Miles of Distribution line



22 Average annual revenue requirement per mile of line. (line 20 / 21)

#DIV/0!

23 Average monthly charge per delivery point per month

#DIV/0!

WS9, Line H

Green Mountain Power Corporation
 [ACTUAL / FORECAST]
 [YEAR]

		II.A.2.(a)			
	CAPITALIZATION	CAPITALIZATION	COST OF	COST OF	EQUITY
	[YEAR]	RATIOS	CAPITAL	CAPITAL	PORTION
1					
2					
3	LONG-TERM DEBT	\$ 0	#DIV/0!	#DIV/0!	#DIV/0!
4	PREFERRED STOCK	0	#DIV/0!	0.00%	#DIV/0!
5	COMMON EQUITY	0	#DIV/0!	10.57%	#DIV/0!
6	TOTAL INVESTMENT RETURN	\$ 0	#DIV/0!	#DIV/0!	#DIV/0!
7	Cost of Capital Rate=				
8	(a) Weighted Cost of Capital	#DIV/0!			
9					
10	(b) Federal Income Tax	= (	$\frac{\text{R.O.E.} + \left(\frac{\text{Investment Tax Credit}}{\text{Investment Base}} \right)}$	x	Federal Income Tax Rate)
11		(		-	Federal Income Tax Rate)
12		= (	$\frac{\\#DIV/0!}{1} + \left(\frac{\#DIV/0!}{\#DIV/0!} \right)$	x	0)
13		(		-	0)
14		=	#DIV/0!		
15					
16	(c) State Income Tax	= (	$\frac{\text{R.O.E.} + \left(\frac{\text{Investment Tax Credit}}{\text{Investment Base}} \right)}$	+	Federal Income Tax) * State Income Tax Rate
17		(		-	State Income Tax Rate)
18		= (	$\frac{\\#DIV/0!}{1} + \left(\frac{\#DIV/0!}{\#DIV/0!} \right)$	+	#DIV/0!) * 0
19		(		-	0)
20		=	#DIV/0!		
21	(a)+(b)+(c) Cost of Capital Rate	=	#DIV/0!		
			Substation	Lines	Meters
22	INVESTMENT BASE	\$ #DIV/0!	#DIV/0!	#DIV/0!	From Worksheet 1, line 11

61

Long Term Debt Rate = Long Term Debt Cost/ Net Proceeds Long Term Debt [Ln 44/Ln 37]

62

Preferred Stock Rate = Preferred Dividends / Total Preferred Stock

Ln 53/Ln 52

63

Return on Equity = 10.57%

64

** Capital Structure is based on the average beginning-of-year and end-of-year balances for all components.

65

GMP may include hedging in debt expense in the future, consisting of pre-issuance cashflow hedges on interest rate derivatives cancelled at the debt issuance date, and must include gains as well as losses.

Green Mountain Power Corporation
 Distribution Plant Investment
 [ACTUAL / FORECAST]
 [YEAR]

Line No.	(1) Total	(2) Wage/Plant Allocation Factors	(3) = (1)*(2) Substation Distribution Allocated	(4) Wage/Plant Allocation Factors	(5) = (1)*(4) Lines Distribution Allocated	(6) Wage/Plant Allocation Factors	(7) = (1)*(6) Meters Distribution Allocated	FERC Form 1 Reference for col (1)
<u>Distribution Plant</u>								
1	0	#DIV/0!	(h) #DIV/0!	#DIV/0!	(i) #DIV/0!	#DIV/0!	(j) #DIV/0!	Worksheet 11, line 15
2	#DIV/0!	#DIV/0!	(a) #DIV/0!	#DIV/0!	(a) #DIV/0!	#DIV/0!	(a) #DIV/0!	Worksheet 11, line 30
3	Total (line 1+2)		<u>#DIV/0!</u>		<u>#DIV/0!</u>		<u>#DIV/0!</u>	
<u>Distribution Accumulated Depreciation</u>								
5	#DIV/0!	#DIV/0!	(h) #DIV/0!	#DIV/0!	(i) #DIV/0!	#DIV/0!	(j) #DIV/0!	Worksheet 12, line 15
6	#DIV/0!	#DIV/0!	(a) #DIV/0!	#DIV/0!	(a) #DIV/0!	#DIV/0!	(a) #DIV/0!	Worksheet 12, line 30
7	Total (line 5+6)		<u>#DIV/0!</u>		<u>#DIV/0!</u>		<u>#DIV/0!</u>	
<u>Distribution Accumulated Deferred Taxes</u>								
8	This line is intentionally left blank							
9	#DIV/0!	#DIV/0!	(b) #DIV/0!	#DIV/0!	(b) #DIV/0!	#DIV/0!	(b) #DIV/0!	Worksheet 13
10	0	#DIV/0!	(b) #DIV/0!	#DIV/0!	(b) #DIV/0!	#DIV/0!	(b) #DIV/0!	Worksheet 13
11	0	#DIV/0!	(b) #DIV/0!	#DIV/0!	(b) #DIV/0!	#DIV/0!	(b) #DIV/0!	Worksheet 13
12	Total (lines 9 thru 12)		<u>#DIV/0!</u>		<u>#DIV/0!</u>		<u>#DIV/0!</u>	
13	0	#DIV/0!	(h) #DIV/0!	#DIV/0!	(i) #DIV/0!	#DIV/0!	(j) #DIV/0!	Worksheet 15, line 5
14	#DIV/0!	#DIV/0!	(a) #DIV/0!	#DIV/0!	(a) #DIV/0!	#DIV/0!	(a) #DIV/0!	Worksheet 14, line 19
15		#DIV/0!	(h) #DIV/0!	#DIV/0!	(i) #DIV/0!	#DIV/0!	(j) #DIV/0!	Page 227.9
<u>Cash Working Capital</u>								
17			#DIV/0!		#DIV/0!		#DIV/0!	Worksheet 1, Line 16
18			#DIV/0!		#DIV/0!		#DIV/0!	Worksheet 1, Line 17
19	Subtotal (line 17+18)		#DIV/0!		#DIV/0!		#DIV/0!	
20			<u>0.125</u>		<u>0.125</u>		<u>0.125</u>	45 days / 360 days
21	Total (line 19 * line 20)		#DIV/0!		#DIV/0!		#DIV/0!	

From Worksheet 5:

- 22 (a) Sub/Line/Meter Wages and Salaries Allocation Factors
- 23 (b) Total Sub/Line/Meter Plant Allocation Factor
- 24 (h) Substation Plant Allocator - as a Percent of Plant Distribution
- 25 (i) Line Plant Allocator - as a Percent of Plant Distribution
- 26 (j) Meter Plant Allocator - as a Percent of Plant Distribution

23 Payroll taxes from FERC Form 1, page 263.i ,263.1i

24 Federal Unemployment

25 FICA

26 VT Unemployment

27 VT Sales Tax - Company Use

28 Total

0 To Line 16

31 Total Municipal Tax Expense detail from FERC Form 1, page 263.i, 263.1i:

32 Connecticut property tax

33 Maine property tax

34 New Hampshire property tax

35 Massachusetts property tax

36 New York property tax

37 Vermont property tax

38 Total Municipal Tax Expense

0 To Line 6

39
40 * See Worksheet 10 for detailed depreciation rates

41 ** The PBOP amount may not be changed absent a Section 205 or 206 filing with FERC.

Green Mountain Power Corporation

Allocation Factors

[ACTUAL / FORECAST]

[YEAR]

RTO Schedule 21-GMP

Attachment E-2

Worksheet 5 of 17

Line
No.

		<u>Substation</u>	<u>Lines</u>	<u>Meters</u>	<u>FERC Form 1 Reference</u>
1	<u>1. Distribution Wages and Salaries Allocation Factor</u>				
2	Direct Distribution Wages and Salaries				Page 354.23b
3	Total Wages and Salaries				Page 354.28b
4	Administrative and General Wages and Salaries				Page 354.27b
5	Total Wages and Salaries excluding A&G	0			Line 3 - Line 4
6	Total Distribution Wages and Salaries Allocation Factor	#DIV/0!	#DIV/0!	#DIV/0!	Line 2 / Line 5
7	Sub/Line/Meter O&M Allocation Factors	#DIV/0!	#DIV/0!	#DIV/0!	Worksheet 6 (e), (f), (g)
8	(a) Sub/Line/Meter Wages and Salaries Allocation Factors	#DIV/0!	#DIV/0!	#DIV/0!	Line 6 * line 7
9	<u>2. Substation Distribution Plant Allocation Factor</u>				
10	Total Distribution Plant	#DIV/0!			Worksheet 11, line 15
11	plus Distribution-Related General Plant	#DIV/0!			From Line 20
12	Total Distribution Plant plus allocated General Plant	#DIV/0!			Line 10 + Line 11
13	Total Plant in Service	#DIV/0!			Worksheet 11, line 45
14	Total Distribution Plant Allocation Factor	#DIV/0!	#DIV/0!	#DIV/0!	Line 12 / Line 13
15	Sub/Line/Meter Plant Allocation Factor	#DIV/0!	#DIV/0!	#DIV/0!	Worksheet 6 (h), (i), (j)
16	(b) Total Sub/Line/Meter Plant Allocation Factor	#DIV/0!	#DIV/0!	#DIV/0!	Line 14 * Line 15
17	<u>Calculation of Distribution-Related General Plant:</u>				
18	General Plant	#DIV/0!			Worksheet 11, line 30
19	(a) Distribution Wages and Salaries Allocation Factor	#DIV/0!			from Line 6
20	Distribution-Related General Plant	#DIV/0!			Line 18 * Line 19

- 21 (e) Substation O&M Allocator - as a Percent of O&M Distribution
- 22 (f) Line O&M Allocator - as a Percent of O&M Distribution
- 23 (g) Meter O&M Allocator - as a Percent of O&M Distribution
- 24 (h) Substation Plant Allocator - as a Percent of Plant Distribution
- 25 (i) Line Plant Allocator - as a Percent of Plant Distribution
- 26 (j) Meter Plant Allocator - as a Percent of Plant Distribution

Green Mountain Power Corporation
Allocation Factors
[ACTUAL / FORECAST]
[YEAR]

RTO Schedule 21-GMP
Attachment E-2
Worksheet 6 of 17

	<u>Total</u>	<u>Substation</u>	<u>Lines</u>	<u>Meters</u>	<u>Other</u>
<u>Distribution Expenses Operation</u>					
1 Supervision and Engineering					
2 (p.322.134b) *		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3 Load Dispatching (p.322.135b) *		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
4 Station Expenses (p.322.136b)		0			
5 Overhead Lines (p.322.137b)			0		
6 Underground Lines (p.322.138b)			0		
7 Street Lighting (p.322.139b)					0
8 Meters (p.322.140b)				0	
9 Customer Installation(p.322.141b)			0		
10 Miscellaneous (p.322.142b) **		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
11 Rents (p.322.143b) ***		0			
12 <u>Distribution Expenses Maintenance</u>					
13 Supervision and Engineering					
14 (p.322.146b) *		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
15 Structures (p.322.147b)		0			
16 Station Equipment (p.322.148b)		0			
17 Overhead Lines (p.322.149b)			0		
18 Underground Lines (p.322.150b)			0		
19 Line Transformers (p.322.151b)					0
20 Street Lighting (p.322.152b)					0
21 Meters (p.322.153b)				0	
22 Miscellaneous (p.322.154b) **		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	-----	-----	-----	-----	-----
23 Total Distribution Expenses	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
24 Sub/Line/Meter O&M Allocation Factors	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
25		(e)	(f)	(g)	
26 Distribution Plant Investment					
27 Land and Land Rights (p.207.60) ****			\$0		
28 Structures & Improvements(p.207.61)		0			
29 Station Equipment (p.207.62)		0			
30 Storage Battery Equipment (p.207.63)		0			
31 Poles, Towers & Fixtures(p.207.64)			0		
32 Overhead Conduct. & Devices(p.207.65)			0		
33 Underground Conduit (p.207.66)			0		
34 Underground Conduct.&Dev.(p.207.67)			0		
35 Line Transformers (p.207.68)					\$0
36 Services (p.207.69)					0
37 Meters (p.207.70)				\$0	
38 Install. on Cust. Prem. (p.207.71)					0
39 Leased Property (p.207.72)					0
40 Street Lighting (p.207.73)					0
41 Asset Retirement Obligation (p.207.74)*		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	-----	-----	-----	-----	-----
41 Total Distribution Plant	0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
42 Sub/Line/Meter as a Percent of Total Distribution	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
43		(h)	(i)	(j)	
44 This line is intentionally left blank					
45 * Prorated by Distribution Investment Excluding Land					
46 Total Distribution Plant	\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
47 Land and Land Rights (p.207.60) ****	\$0	\$0	\$0	\$0	\$0
48 Distribution Plant without Land (ln46-ln47)	\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
49 Allocation (ln 48 as percent of Total ln 48)		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

50	** Prorated by Distribution Investment Including Land				
51	Total Distribution Plant	\$0	#DIV/0!	#DIV/0!	#DIV/0!
52	Allocation (ln 48 as percent of Total ln 48)		#DIV/0!	#DIV/0!	#DIV/0!
53	*** Pole Rentals Charged to Lines, Page 450				
54	**** Land and Land Rights attributable to substations from Plant Accounting, Page 450				

Green Mountain Power Corporation
 Annual Distribution Revenue Requirements
 Common Substations
 [ACTUAL / FORECAST]
 Attachment D-2 Reference

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
Common Distribution Substation	Substation Peak Load Kw	Customer Load Coincident with Peak	Load Allocation Factor	Investment	Investment Allocation Factor	Annual Substation Charge	Monthly Substation Charge
New Hampshire Electric Cooperative, Inc.							
1 Thetford			#DIV/0!	\$164,526	#DIV/0!	#DIV/0!	
2 Newbury			#DIV/0!	305,904	#DIV/0!	#DIV/0!	
3 Windsor			#DIV/0!	366,935	#DIV/0!	#DIV/0!	
4 Total NHEC		0	0	837,365		#DIV/0!	#DIV/0!
Vermont Electric Cooperative, Inc.							
6 Underhill			#DIV/0!		#DIV/0!	#DIV/0!	
7 Sheldon			#DIV/0!		#DIV/0!	#DIV/0!	
8 Total VEC		0	0	0		#DIV/0!	#DIV/0!
Public Service Company of New Hampshire							
10 Wells River			#DIV/0!		#DIV/0!	#DIV/0!	
11 Newbury			#DIV/0!		#DIV/0!	#DIV/0!	
12 Bradford			#DIV/0!		#DIV/0!	#DIV/0!	
13 Ely			#DIV/0!		#DIV/0!	#DIV/0!	
14 Thetford			#DIV/0!		#DIV/0!	#DIV/0!	
15 Windsor			#DIV/0!		#DIV/0!	#DIV/0!	
16 Total PSNH		0	0	0		#DIV/0!	#DIV/0!
17 Total Distribution Substation Plant	#DIV/0!		WS 1, line 1				

Green Mountain Power Corporation
 Annual Distribution Revenue Requirements
 Common Lines
 [ACTUAL / FORECAST]
 Attachment D-3 References

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Line Peak Load Kw **	Customer Load Coincident with Peak	Load Allocation Factor	Line Miles	Revenue Requirement for Line	Annual Line Charge	Monthly Line Charge
	-----	-----	-----	-----	-----	-----	-----
New Hampshire Electric Cooperative, Inc.							
1	Thetford to Lyme		0.00%	0.00	#DIV/0!	#DIV/0!	
2	Newbury to Haverhill		0.00%	0.00	#DIV/0!	#DIV/0!	
3	Windsor L1+L7, P1,2&3 to Cornish		0.00%	0.00	#DIV/0!	#DIV/0!	
4	Total NHEC	0			#DIV/0!	#DIV/0!	#DIV/0!
Vermont Electric Cooperative, Inc.							
6	Underhill to Jericho		0.00%		#DIV/0!	#DIV/0!	
7	Sheldon to St. Rocks				#DIV/0!		
8	Sheldon (from intersection of Berkshire Tap				#DIV/0!		
9	to Berkshire						
10	Sheldon Total	0	0.00%	0.00	#DIV/0!	#DIV/0!	
11	Total VEC	0			#DIV/0!	#DIV/0!	#DIV/0!
Public Service Company of New Hampshire							
13	Wells River to Bath		0.00%		#DIV/0!	#DIV/0!	
14	Newbury to Haverhill		0.00%		#DIV/0!	#DIV/0!	
15	Bradford to Piermont		0.00%		#DIV/0!	#DIV/0!	
16	Ely to Orford		0.00%		#DIV/0!	#DIV/0!	
17	Thetford to Lyme		0.00%		#DIV/0!	#DIV/0!	
18	Windsor L1+L7, P1,2&3 to Cornish		0.00%		#DIV/0!	#DIV/0!	
19	Total PSNH	0			#DIV/0!	#DIV/0!	#DIV/0!
20	Average annual revenue requirement per mile of line.	#DIV/0!		WS 1, line 22			

Green Mountain Power Corporation
 Annual Distribution Revenue Requirements
 Meters
 [ACTUAL / FORECAST]
 Attachment D-4 References

Delivery Point -----	Investment -----	
1	Woodsville	
2	Bath	
3	Haverhill	
4	Piermont	
5	Orford	
6	Lyme	
7	Lafayette	
8	Cornish Tie	
9	N. Fairfax	
10	Eden	
11	Cambridge	
12	Underhill	
13	Lowell	
14	St. Rocks	
15	Jericho	
16	Berkshire-Sheldon	
17	French Hill-Johnson	
18	Johnson	
19	Westford	
20	Pleasant Valley	
21	E. Fairfax	
22	Ludlow (Lu)	
23	Rt 103 (Lu)	
24	Smith. (Lu)	
25	Hyde Park	
26	French Hill (VEC)	
27	Snipe Ireland Rd	
28	Jones Brook	
A	Total Meter Investment	0 Sum of above
B	Total Distribution Meter Plant	#DIV/0! WS 1, line 1

C	Investment Allocation Factor	#DIV/0! Line A / Line B
D	Annual Meter Revenue Requirement	#DIV/0! WS 1, line 20

E	Annual Revenue Requirement for Schedule 21 Meters	#DIV/0! Line C * Line D
F	Number of Schedule 21 Meters	0 Number of meters above
G	Annual Revenue Requirement per Meter	#DIV/0! Line E / Line F
H	Revenue Requirement per Meter per month	<u>#DIV/0!</u> Line G / 12

Green Mountain Power Corporation

Depreciation Rates

RTO Schedule 21-GMP

Attachment E-2

Worksheet 10 of 17

FERC Plant Account	FERC Account	Depreciation Rates *
Transmission Structures and Improvements	35200	1.81%
Transmission Station Equipment	35300	2.30%
Transmission Towers and Fixtures	35400	1.42%
Transmission Poles and Fixtures	35500	1.64%
Transmission Overhead Conductors and Devices	35600	1.99%
Distribution Structures and Improvements	36100	2.27%
Distribution Station Equipment	36200	2.39%
Distribution Poles Towers and Fixtures	36400	1.88%
Distribution Poles Towers and Fixtures (Smart Assets)	36450	6.64%
Distribution Overhead Conductor and Devices	36500	2.13%
Distribution Underground Conduit	36600	1.59%
Distribution Underground Conductor and Devices	36700	1.79%
Distribution Line Transformers	36800	1.67%
Distribution Services	36900	2.57%
Distribution Meters	37000	0.63%
Distribution Meters (Smart Meters)	37010	5.73%
Distribution Installations on Customer Premises	37100	4.45%
Distribution Street Lighting and Signal Systems	37300	4.25%
General Structures and Improvements	39000	2.28%
General Structures & Improvements(Leasehold Improvements)	39070	4.13%
General Office Furniture and Equipment (Office Equipment)	39110	5.87%
General Office Furniture and Equipment (Computer Equipment)	39120	20.24%
General Office Transportation Equipment - large vehicles	39210	8.17%
General Office Transportation Equipment - small vehicles	39220	6.48%
General Stores Equipment (Stores Equipment)	39300	9.19%
General Tools, Shop, and Garage Equipment	39400	6.16%
General Laboratory Equipment	39500	11.97%
General Communications Equipment	39700	7.50%
General Communications Equipment – Towers and Buildings	39710	4.34%
General Miscellaneous Equipment	39800	7.33%

* The depreciation rates may not be changed absent a Section 205 or 206 filing with FERC.

Green Mountain Power Corporation

13 Month Average Plant

[ACTUAL / FORECAST]

[YEAR]

RTO Schedule 21-GMP

Attachment E-2

Worksheet 11 of 17

Line No.	Plant Balance	FERC Form 1 Reference
1	Distribution	
2	December	Page 207.75b
3	January	Company Workpapers
4	February	Company Workpapers
5	March	Company Workpapers
6	April	Company Workpapers
7	May	Company Workpapers
8	June	Company Workpapers
9	July	Company Workpapers
10	August	Company Workpapers
11	September	Company Workpapers
12	October	Company Workpapers
13	November	Company Workpapers
14	December	Page 207.75g
15	13 Month Average Transmission	#DIV/0!
16	General	
17	December	Page 207.99b
18	January	Company Workpapers
19	February	Company Workpapers
20	March	Company Workpapers
21	April	Company Workpapers
22	May	Company Workpapers
23	June	Company Workpapers
24	July	Company Workpapers
25	August	Company Workpapers
26	September	Company Workpapers
27	October	Company Workpapers
28	November	Company Workpapers
29	December	Page 207.99g
30	13 Month Average General	#DIV/0!
31	Total Plant in Service	
32	December	Page 207.104b
33	January	Company Workpapers
34	February	Company Workpapers
35	March	Company Workpapers
36	April	Company Workpapers
37	May	Company Workpapers
38	June	Company Workpapers
39	July	Company Workpapers
40	August	Company Workpapers
41	September	Company Workpapers
42	October	Company Workpapers
43	November	Company Workpapers
44	December	Page 207.104g
45	13 Month Average Total Plant	#DIV/0!

Green Mountain Power Corporation
 13 Month Average Accumulated Depreciation
 [ACTUAL / FORECAST]
 [YEAR]

Line No.	Plant Balance	FERC Form 1 Reference
1	Distribution	
2	December	Page 219.26c prior year
3	January	Company Workpapers
4	February	Company Workpapers
5	March	Company Workpapers
6	April	Company Workpapers
7	May	Company Workpapers
8	June	Company Workpapers
9	July	Company Workpapers
10	August	Company Workpapers
11	September	Company Workpapers
12	October	Company Workpapers
13	November	Company Workpapers
14	December	Page 219.26c
15	13 Month Average Transmission	#DIV/0!
16	General	
17	December	Page 219.28c prior year
18	January	Company Workpapers
19	February	Company Workpapers
20	March	Company Workpapers
21	April	Company Workpapers
22	May	Company Workpapers
23	June	Company Workpapers
24	July	Company Workpapers
25	August	Company Workpapers
26	September	Company Workpapers
27	October	Company Workpapers
28	November	Company Workpapers
29	December	Page 219.28c
30	13 Month Average General	#DIV/0!

Green Mountain Power Corporation
ADIT
[ACTUAL / FORECAST]
[YEAR]

Line No.	Beginning Balance	Ending Balance	Average Balance	FERC Form 1 Reference
1	Account 282			
2			#DIV/0!	Company Workpapers
3			#DIV/0!	Company Workpapers
4			#DIV/0!	Company Workpapers
5			#DIV/0!	Company Workpapers
6			#DIV/0!	Company Workpapers
7			#DIV/0!	Company Workpapers
8			#DIV/0!	Company Workpapers
9			#DIV/0!	Company Workpapers
10			#DIV/0!	Company Workpapers
11			#DIV/0!	Company Workpapers
12			#DIV/0!	Company Workpapers
13			#DIV/0!	Company Workpapers
14			#DIV/0!	Company Workpapers
15	Total Account 282	0	0	#DIV/0! Page 274-275
16	Account 283			
17			#DIV/0!	Company Workpapers
18			#DIV/0!	Company Workpapers
19			#DIV/0!	Company Workpapers
20			#DIV/0!	Company Workpapers
21			#DIV/0!	Company Workpapers
22			#DIV/0!	Company Workpapers
23			#DIV/0!	Company Workpapers
24			#DIV/0!	Company Workpapers
25			#DIV/0!	Company Workpapers
26			#DIV/0!	Company Workpapers
27			#DIV/0!	Company Workpapers
28			#DIV/0!	Company Workpapers
29			#DIV/0!	Company Workpapers
30	Total Account 283	0	0	0 Page 276-277
31	Account 190			
32			#DIV/0!	Company Workpapers
33			#DIV/0!	Company Workpapers
34			#DIV/0!	Company Workpapers
35			#DIV/0!	Company Workpapers
36			#DIV/0!	Company Workpapers
37			#DIV/0!	Company Workpapers
38			#DIV/0!	Company Workpapers
39			#DIV/0!	Company Workpapers
40			#DIV/0!	Company Workpapers
41			#DIV/0!	Company Workpapers
42			#DIV/0!	Company Workpapers
43			#DIV/0!	Company Workpapers
44			#DIV/0!	Company Workpapers
45	Total Account 190	0	0	0 Page 234 a/b

Green Mountain Power Corporation
 Prepayment (165)
 [ACTUAL / FORECAST]
 [YEAR]

Line No.		Beginning Balance	Ending Balance	Average Balance	FERC Form 1 Reference
1	Account 165 Prepayment				
2	16511 Prepayments-Ins General			#DIV/0!	Company Workpapers
3	16512 Prepayments-Ins Employee Benefit			#DIV/0!	Company Workpapers
4	16513 Prepayments-Ins Life			#DIV/0!	Company Workpapers
5	16514 Prepayments-Ins Liability			#DIV/0!	Company Workpapers
6	16515 Prepayments-Worker's Comp			#DIV/0!	Company Workpapers
7	16516 Prepayments-Excess Liability			#DIV/0!	Company Workpapers
8	16517 Prepayments-D.O.L.I.			#DIV/0!	Company Workpapers
9	16521 Prepayments-Purchased Power			#DIV/0!	Company Workpapers
10	16522 Prepayments-REC Brokerage Fees			#DIV/0!	Company Workpapers
11	16531 Prepayments-Other			#DIV/0!	Company Workpapers
12	16532 Prepayments-MMWEC			#DIV/0!	Company Workpapers
13	16533 Prepayments-Income Taxes			#DIV/0!	Company Workpapers
14	16534 Prepayments-Pension			#DIV/0!	Company Workpapers
15	16538 Prepayments-McNeil			#DIV/0!	Company Workpapers
16	16540 AP Property Tax Liability			#DIV/0!	Company Workpapers
17	16541 Prepayments-Colchester Re Tax			#DIV/0!	Company Workpapers
18	16542 Prepayments-Property Taxes			#DIV/0!	Company Workpapers
19	Total Account 165	\$0	\$0	#DIV/0!	Page 111.57

Green Mountain Power
Annual Distributor Revenue Requirements
Per Attachment D-2, D-3 and D04 of Schedule 21-GMP
Annual (Excess)/Deficient ADIT Worksheet
[ACTUAL] / [FORECAST] [YEAR]

Schedule 21-GMP
Attachment E-2
Worksheet 15 of 17

Line No.	Description (c)	FERC Account No. (c)	(A)		(B)		(C)		(D) = (A) + (B) + (C)		(E)		(F)		(G)		(H)		(I)		(J)		(K)		(L)		(M)		(N) = (A) - (G) - (K)		(O) = (B) - (H) - (L)		(P) = (C) - (I) - (M)		(Q) = (N) + (O) + (P)		Reference (R)
			20__ Year End Unamortized (Excess)/Deficient ADIT																																		
			Amortization Periods (e)				Amortization Expense				Other Adjustments (f)				20__ Year End Unamortized (Excess)/Deficient ADIT																						
	Protected	Unprotected	Gross-Up (i)	12/31/___ Balance	Protected	Unprotected	Protected	Unprotected	Gross-Up (i)	FERC Account No. (d)	Protected	Unprotected	Gross-Up (i)	Protected	Unprotected	Gross-Up (i)	Protected	Unprotected	Gross-Up (i)	12/31/___ Balance																	
1a			(g)	-																																	
1b			(g)	-																																	
1c			(g)	-																																	
1[]				-																																	
2	Total (Sum Lines 1a thru 1[]) (b)			-					-					-																							
3	Deficient ADIT - Regulatory Asset	182.3		FF1 Page 232_																																	
4	Excess ADIT - Regulatory Liability (h)	254		FF1 Page 278_																																	
5	Deficient/(Excess) Deferred Income Tax Regulatory Asset/(Liability) (Line 3 + Line 4)																																				
6	Total Distribution-related Protected and Unprotected Amortization Expense (sum of Lines 2(G), 2(H) and 2(I))																																				

Notes:

- (a) Enter credit balances as negatives.
- (b) Total equals the sum of sublines a through [], where [] is the last subline denoted by a letter. GMP may add or remove sublines without a FPA Section 205 filing.
- (c) Upon a change in Federal or State or Local income tax rates, GMP remeasures its affected accumulated deferred income tax (ADIT) assets and liabilities to reflect the new applicable corporate income tax rate. The affected ADIT accounts are remeasured by comparing ADIT on cumulative temporary differences for each item in accounts 190, 282, and 283 at the current Federal, State & Local income tax rate to ADIT balances at the historical Federal, State & Local income tax rates. The difference between the two represents the deficient or excess ADIT balances. The result of this remeasurement is a change to the net deferred tax assets/liabilities recorded in accounts 190, 282, and 283 with a corresponding net change in regulatory assets (account 182.3) and regulatory liabilities (account 254) to reflect the resulting excess or deficient ADIT balances to be returned/recovered to/from customers, respectively. See Attachment E-2 Worksheet 16 of 17.
- (d) Deficient ADIT is amortized to Account 410.1; Excess ADIT is amortized to Account 411.1 .
- (e) GMP's protected deficient/(excess) ADIT balance will be amortized using Reverse South Georgia Method. For GMP's protected deficient/(excess) VTransco-related ADIT balance will be amortized in accordance with VTransco's amortization schedule per FERC Docket No. GMP's unprotected deficient/(excess) ADIT balances will be amortized over:
- (f) GMP will provide explanation for "other adjustments," where applicable.
- (g) Relates to the Federal Income Tax rate change associated with the 2017 Tax Cuts and Jobs Act. See (j) for future changes in income tax rates. The FFI balance reported on line 4(D) is the total company balance net of retail amortization per VT Case No. 18-0974. The balance reported on line 2 is the full distribution-related unamortized regulatory liability per GMP's internal records. GMP will
- (h) separately identify its unamortized distribution-related excess ADIT balances in its future FFI reporting.
Tax gross up calculated using the Composite Tax Rate / (1 - Composite Tax Rate) in effect for the applicable period:
SIT
FIT
Composite Tax Rate: (1/1-(FIT+SIT x (1-FIT))-1) 0.00%
- (i) GMP will add footnotes below to identify excess or deficient ADIT from future Federal, State and Local income tax rate changes.
- (j) []

Green Mountain Power
Annual Distribution Revenue Requirements
Per Attachment D-2, D-3 and D-4 of Schedule 21-GMP
Annual (Excess)/Deficient ADIT Worksheet
Remeasurement Support -
[ACTUAL] / [FORECAST] [YEAR]

Schedule 21-GMP
Attachment E-2
Worksheet 16 of 17

Line No.	Description	FERC Account No.	(A) Gross Temp Diff FYE 9/30/___ (a), (b), (c)	(B) = (A) * (f) ADIT @ Prior Tax Rate	(C) = (A) * (e) ADIT @ Current Tax Rate	(D) = (B) - (C) Total (Excess)/Deficient ADIT	(E) Gross Temp Diff FYE 9/30/___ (a), (b), (c)	(F) = (E)* (g) ADIT @ Prior Tax Rate	(G) = (E) * (e) ADIT @ Current Tax Rate	(H) = (F) - (G) (Excess)/Deficient ADIT	(I) = (D) + (H) Total (Excess)/Deficient ADIT	(J) Protected (b)	(K) Unprotected (b)
1a				-	-	-		-	-	-	-		
				-	-	-		-	-	-	-		
				-	-	-		-	-	-	-		
				-	-	-		-	-	-	-		
1b				-	-	-		-	-	-	-		
				-	-	-		-	-	-	-		
				-	-	-		-	-	-	-		
1c				-	-	-		-	-	-	-		
				-	-	-		-	-	-	-		
				-	-	-		-	-	-	-		
1[]				-	-	-		-	-	-	-		
				-	-	-		-	-	-	-		
2	Total (Sum Lines 1a thru 1[]) (d)			-	-	-		-	-	-	-		

Notes

- (a) Enter credit balances as negatives.
- (b) Company records
- (c) Amounts include return to accrual adjustments
- (d) Total equals the sum of sublines a through [], where [] is the last subline denoted by a letter. GMP may add or remove sublines without a FPA Section 205 filing.

Tax Rates: (f)

When the effective date for an income tax rate change falls within a Company's fiscal tax year, the income tax rate for such a year shall be the sum of the number of days in each time period times the tax rate for each period.

Blended Rate per IRC §15	Days	Effective Rate	Blended Rate
			0.0000%
			0.0000%
			0.0000% (g)

Green Mountain Power
 Distribution Charge Summary
 [ACTUAL / FORECAST]
 [YEAR]

RTO Schedule 21-GMP
 Attachment E-2
 Worksheet 17 of 17

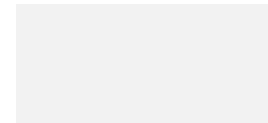
Line
 No.

1 Monthly Charge for Company-Owned Substations:

2 New Hampshire Electric Cooperative, Inc.

3 Vermont Electric Cooperative, Inc.

4 Public Service of New Hampshire



WS7, Ln 4, col H

WS7, Ln 8, col H

WS7, Ln 16, col H

5 Monthly Charge for Company-Owned Lines:

6 New Hampshire Electric Cooperative, Inc.

7 Vermont Electric Cooperative, Inc.

8 Public Service of New Hampshire



#DIV/0!

#DIV/0!

#DIV/0!

WS8, Ln 4, col H

WS8, Ln 11, col H

WS8, Ln 19, col H

9 Delivery Point Charge (per point, per month):



#DIV/0!

WS9, Ln H

ATTACHMENT E-3

Summary of Charges for Local Network Service Customers

Green Mountain Power
Summary of Charges for Local Service Customers
[YEAR]

Schedule 21-GMP
Attachment E-3

Line No.		[ACTUAL/FORECAST]	BILLING
1	1. Local Service Charge		
2	Annual Transmission Revenue Requirement		OATT Att F, App. B, Att. 2, WS1, Ln 9
3	2. Monthly Charge for Company-Owned Transmission Direct Assignment:		
4	Woodsville Fire District Water and Light Dept.		E-1, WS1, Ln 9
5	3a. Monthly Charge for Company-Owned Substations:		
6	New Hampshire Electric Cooperative, Inc.		E-2, WS7, Ln 4
7	Vermont Electric Cooperative, Inc.		E-2, WS7, Ln 8
8	Public Service of New Hampshire		E-2, WS7, Ln 16
9	3b. Monthly Charge for Company-Owned Lines:		
10	New Hampshire Electric Cooperative, Inc.		E-2, WS8, Ln 4
11	Vermont Electric Cooperative, Inc.		E-2, WS8, Ln 11
12	Public Service of New Hampshire		E-2, WS8, Ln 19
13	4. Total Monthly Charge for Company-Owned Substations and Line:		
14	New Hampshire Electric Cooperative, Inc.	\$0	\$0 Ln 6 + Ln 10
15	Vermont Electric Cooperative, Inc.	0	0 Ln 7 + Ln 11
16	Public Service of New Hampshire	0	0 Ln 8 + Ln 12
17	5. Delivery Point Charge (per point, per month):		E-2, WS9, Ln H
18	6. Scheduling, System Control and Dispatching Service Charge:		E-1, WS2, Ln 24
19	7. Material Changes since last filing:		
20	[REDACTED]		

GREEN MOUNTAIN POWER

Local Service Revenues from
 [CUSTOMER NAME]
 under Schedule 21-GMP of the RTO Tariff

Schedule 21-GMP
 Attachment E-3

BILLING
 Revenues based on [YEAR] billing determinants and
 [YEAR] charges

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Month	Kwh Transmitted	Coincident Load	Annual Transmission Revenue Requirements	Load Ratio Share	Network Integration Transmission Service Charge	Distribution	Delivery Point	Load Dispatch Charge	Total *
January					\$0		\$0	\$0	\$0
February			0		0	0	0	0	0
March			0		0	0	0	0	0
April			0		0	0	0	0	0
May			0		0	0	0	0	0
June			0		0	0	0	0	0
July			0		0	0	0	0	0
August			0		0	0	0	0	0
September			0		0	0	0	0	0
October			0		0	0	0	0	0
November			0		0	0	0	0	0
December			0		0	0	0	0	0
Total	0	0			\$0	\$0	\$0	\$0	\$0

[ACTUAL/FORECAST]
 Revenues based on [YEAR] billing determinants and
 [YEAR] charges

Month	Kwh Transmitted	Coincident Load	Annual Transmission Revenue Requirements	Load Ratio Share	Network Integration Transmission Service Charge	Distribution	Delivery Point	Load Dispatch Charge	Total *	Increase (Decrease)
January					\$0		\$0	\$0	\$0	\$0
February			0		0	0	0	0	0	0
March			0		0	0	0	0	0	0
April			0		0	0	0	0	0	0
May			0		0	0	0	0	0	0
June			0		0	0	0	0	0	0
July			0		0	0	0	0	0	0
August			0		0	0	0	0	0	0
September			0		0	0	0	0	0	0
October			0		0	0	0	0	0	0
November			0		0	0	0	0	0	0
December			0		0	0	0	0	0	0
Total	0	0			\$0	\$0	\$0	\$0	\$0	\$0

* Total equals cols E through H.

ATTACHMENT F-1

Phase-In Period Assessments

For Local Network Service rendered by Green Mountain during the period beginning October 1, 2012, and continuing through December 31, 2017, Green Mountain will apply an assessment to the Local Network Service Charges calculated pursuant to Schedule 21-GMP for certain Local Network Service Customers as specified in the tables below:¹

Customers Realizing a NET COST INCREASE Annual Assessment							
Transmission Provider	Company	2012	2013	2014	2015	2016	>=2017
CVPS	Public Service Company of New Hampshire	\$48,298	\$193,192	\$144,838	\$96,708	\$48,354	\$0
CVPS	Vermont Electric Co-op	\$18,624	\$74,498	\$55,852	\$37,292	\$18,646	\$0
CVPS	New Hampshire Electric Co-op	\$7,301	\$29,203	\$21,894	\$14,619	\$7,309	\$0
CVPS	Woodsville Fire District Water & Light	\$6,000	\$24,001	\$17,994	\$12,015	\$6,007	\$0
CVPS	Village of Hyde Park Water & Light Dept.	\$345	\$1,380	\$1,035	\$691	\$346	\$0
Sub-total		\$80,569	\$322,274	\$241,612	\$161,325	\$80,662	\$0

¹ The 2012 assessment hereunder shall be *pro-rated* if and to the extent this Schedule 21-GMP is not allowed to become effective October 1, 2012 based on a ratio of the days within that period the Schedule 21-GMP is effective to the total period. A similar *pro ration* shall apply to the 2013 assessment to the extent this Schedule 21-GMP is not allowed to become effective by January 1, 2013.

ATTACHMENT F-2

Phase-In Period Credits

For Local Network Service rendered by Green Mountain during the period beginning October 1, 2012, and continuing through December 31, 2017, Green Mountain will apply a credit to the Local Network Service Charges calculated pursuant to Schedule 21-GMP for certain Local Network Service Customers as specified in the tables below:²

Customers Realizing a NET COST SAVINGS							
Annual Credit							
Transmission Provider	Company	2012	2013	2014	2015	2016	>=2017
CVPS	Village of Johnson Water & Light Dept.	\$706	\$2,823	\$2,117	\$1,413	\$707	\$0
GMP	Burlington Electric Department	\$2,648	\$10,592	\$7,941	\$5,302	\$2,651	\$0
GMP	Village of Jacksonville	\$2,403	\$9,613	\$7,207	\$4,812	\$2,406	\$0
CVPS	Village of Ludlow Electric Light Dept.	\$7,514	\$30,057	\$22,534	\$15,046	\$7,523	\$0
GMP	Vermont Electric Co-op	\$8,903	\$35,610	\$26,697	\$17,826	\$8,913	\$0
GMP	Village of Northfield	\$12,115	\$48,461	\$36,332	\$24,259	\$12,129	\$0
GMP	Village of Hardwick	\$14,077	\$56,309	\$42,215	\$28,187	\$14,094	\$0
GMP	Washington Electric Co-op	\$32,202	\$128,810	\$96,570	\$64,480	\$32,240	\$0
Sub-total		\$80,569	\$322,274	\$241,612	\$161,325	\$80,662	\$0

² The 2012 credit hereunder shall be *pro-rated* if and to the extent this Schedule 21-GMP is not allowed to become effective October 1, 2012 based on a ratio of the days within that period the Schedule 21-GMP is effective to the total period. A similar *pro ration* shall apply to the 2013 credit to the extent this Schedule 21-GMP is not allowed to become effective by January 1, 2013.

ATTACHMENT F-3

Phase-In Credits

Section 1 – Application: This Attachment F-3 applies to the Customers who receive Phase-In credits under Attachment F-2, and extends the Attachment F-2 Phase-In period through 2024. Any inconsistency between Attachments F-2 and F-3 shall be resolved in favor of this Attachment F-3. The Phase-In credits hereunder shall be applied as an offset to the charges otherwise to be paid by a Customer pursuant to Schedule 21-GMP.

Section 2 – Phase-In Credits: A Customer’s Phase-In credit for each Service Year of the Phase-In period shall be determined by multiplying the Customer’s Nominal Phase-In Value by the Customer’s Load Ratio Share Change Factor (“LRSCF”). A Customer’s LRSCF is determined by dividing the Customer’s LRS for the Service Year by the Customer’s 2011 LRS. “Customer” as used in this Attachment F-3 means a utility listed on page 2 of this Attachment F-3.

Section 3 – Nominal Phase-In Values and LRS: Page 2 shows each Customer’s annual Nominal Phase-In Values and each Customer’s 2011 LRS, respectively.

Section 4 – Estimated Billing and True-Up: A Phase-In credit under this Attachment F-3 shall be applied on an estimated monthly basis during the Service Year and shall be “trued up” to reflect the Customer’s actual LRS pursuant to the Annual True-Up provisions in Section 4.1 herein.

Section 5 – One-Time Election: Each Customer may make a one-time election to receive Phase-In credits pursuant to this Attachment F-3 or pursuant to Attachment F-2. Such election shall be made by letter submitted by the Customer to Green Mountain on or before December 13, 2013 and shall state the Customer’s choice between Attachment F-2 or Attachment F-3 Phase-In Credits. Thereafter, Attachment F-2 shall have no force or effect as to a customer electing to receive credits under Attachment F-3 and Attachment F-3 shall have no force or effect as to a Customer electing to receive Credits under Attachment F-2.

Section 6 – Refunds: As compared to Attachment F-2, Attachment F-3 extends the Phase-In period and increases Phase-In credits overall but reduces Phase-In credits for the period 2012 through 2016. If and to the extent any final Annual True-Up has been performed prior to the Commission’s acceptance of this Attachment F-3, a Customer electing to receive Attachment F-3 credits shall refund the excess of the Attachment F-2 credits theretofore received over the Attachment F-3 credits. Such refunds shall be made with interest computed pursuant to Section 35.19a of the Commission’s regulations and calculated from the date of the Annual True-Up(s) to the date(s) the refund is made to Green Mountain.

ATTACHMENT F-3

Phase-In Credits

Nominal Phase-In Values and Base LRS

Customer	Nominal Phase-In Values (in \$)														2011 LRS
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
Johnson	(\$3,460)	(\$13,839)	(\$13,133)	(\$12,429)	(\$11,723)	(\$10,959)	(\$9,926)	(\$8,549)	(\$7,172)	(\$5,795)	(\$4,418)	(\$3,041)	(\$1,664)	(\$344)	0.297%
Ludlow	(\$16,872)	(\$67,488)	(\$59,965)	(\$52,477)	(\$44,954)	(\$37,236)	(\$33,727)	(\$29,048)	(\$24,369)	(\$19,690)	(\$15,011)	(\$10,333)	(\$5,654)	(\$1,170)	1.043%
BED	(\$1,489)	(\$5,957)	(\$3,306)	(\$667)	\$1,984	\$4,611	\$4,176	\$3,597	\$3,018	\$2,438	\$1,859	\$1,279	\$700	\$145	0.107%
VEC	(\$4,781)	(\$19,122)	(\$10,209)	(\$1,338)	\$7,575	\$16,402	\$14,856	\$12,795	\$10,734	\$8,673	\$6,612	\$4,551	\$2,490	\$515	0.418%
Hardwick	(\$7,048)	(\$28,191)	(\$14,097)	(\$69)	\$14,024	\$27,972	\$25,335	\$21,821	\$18,306	\$14,791	\$11,276	\$7,762	\$4,247	\$879	0.689%
Jacksonville	(\$479)	(\$1,915)	\$491	\$2,886	\$5,292	\$7,658	\$6,936	\$5,974	\$5,012	\$4,049	\$3,087	\$2,125	\$1,163	\$241	0.111%
Northfield	(\$6,197)	(\$24,789)	(\$12,660)	(\$587)	\$11,543	\$23,549	\$21,329	\$18,370	\$15,411	\$12,452	\$9,493	\$6,534	\$3,575	\$740	0.591%
WEC	(\$14,877)	(\$59,508)	(\$27,268)	\$4,822	\$37,062	\$68,941	\$62,444	\$53,781	\$45,118	\$36,456	\$27,793	\$19,130	\$10,467	\$2,166	1.423%

ATTACHMENT F-3
Phase-In Credits
Illustrative Example

This illustrative example shows how the Nominal Phase-In Credits are adjusted as their Load Ratio Share (“LRS”) deviates from 2011 LRS for any year.

1 Calculation	2	3	4 3 / 2	5	6 4 * 5
Customer	2011 LRS	Actual LRS	Index	Nominal Phase-In Value	Actual Phase-In Value
A	1.00%	1.10%	1.10	\$1,000	\$1,100
B	2.00%	1.90%	0.95	\$2,000	\$1,900
C	3.00%	3.00%	1.00	\$3,000	\$3,000
D	4.00%	1.00%	0.25	\$4,000	\$1,000
E	5.00%	10.00%	2.00	\$5,000	\$10,000

ATTACHMENT G

Specific Facility Credits

A. Specific Facility Credit

Section 1: The Customers for whom Specific Facility credits are provided pursuant to this Attachment G are: Burlington Electric Department (“BED”); the Village of Hardwick (“Hardwick”); the Village of Hyde Park (“Hyde Park”); the Village of Johnson (“Johnson”); Vermont Electric Cooperative, Inc. (“VEC”); and Washington Electric Cooperative, Inc. (“WEC”).

Section 2: The Specific Facility or Facilities for which a Customer receives a credit pursuant to Part A hereof are: BED will receive a credit for the East Avenue Project and the Lamoille Project; Hardwick, Hyde Park, Johnson and WEC will receive a credit for the Lamoille Project; and VEC will receive a credit for the Lamoille Project, the Taft Substation and Phase II Projects, and the Jay Substation. Each of these projects is identified in Part C.

Section 3: The portion of a Section 1 Customer’s monthly Schedule 21-GMP charges for Local Network Service and/or Point-to-Point Service attributable to GMP’s Facility Support Payments to VELCO for the Customer’s Section 2 Specific Facility or Facilities shall be credited to those charges.

B. Definitions and Conditions

Section 1: “VELCO” means Vermont Electric Power Company.

Section 2: The “1991 VTA” means the 1991 Vermont Transmission Agreement.

Section 3: A credit with respect to a Specific Facility shall terminate as of the date on which the Specific Facility becomes a Common Facility pursuant to the currently effective provisions of the 1991 VTA. No credit is provided hereunder for any Specific Facility that is not identified in Section A.2 and Part C.

Section 4: A “Specific Facility Credit” under this Attachment G shall be applied on an estimated monthly basis during the course of the Service Year and shall be “trued up” to reflect Green Mountain Power’s actual costs from VELCO for the Service Year pursuant to the Annual True-Up provisions in Section 4.1 of Schedule 21-GMP.

C. Specific Facilities

The following table summarizes the list of Vermont Electric Company / TransCo Specific Facilities.

Project	Company	Project In-Service Date	Start Billing Period	End Billing Period	Project Cost	Allocation
NRP - GMP	GMP	Dec 2008	Jan 2009	Dec 2018	\$3,750,000	100.00%

Lamoille	STOWE	Oct 2009	Jan 2010	Dec 2019	\$34,184,336	52.62%
Lamoille	GMP	Oct 2009	Jan 2010	Dec 2019	\$34,184,336	17.81%
Lamoille	MORRISVILLE	Oct 2009	Jan 2010	Dec 2019	\$34,184,336	14.00%
Lamoille	GMP	Oct 2009	Jan 2010	Dec 2019	\$34,184,336	1.29%
Lamoille	VEC	Oct 2009	Jan 2010	Dec 2019	\$34,184,336	1.63%
Lamoille	HARDWICK	Oct 2009	Jan 2010	Dec 2019	\$34,184,336	5.60%
Lamoille	HYDE PARK	Oct 2009	Jan 2010	Dec 2019	\$34,184,336	2.80%
Lamoille	JOHNSON	Oct 2009	Jan 2010	Dec 2019	\$34,184,336	3.40%
Lamoille	WEC	Oct 2009	Jan 2010	Dec 2019	\$34,184,336	0.85%
Tafts Corners Phase II	GMP	Jul 2009	Aug 2009	Jul 2019	\$3,072,989	100.00%
Tafts Corners Phase II	VEC	Jul 2009	Aug 2009	Jul 2019	\$1,024,330	100.00%
Tafts Corner New Sub - GMP	GMP	Dec 2004	Aug 2009 (1)	Dec 2014	\$1,630,881	100.00%
Tafts Corner New Sub - VEC	VEC	Dec 2004	Aug 2009 (1)	Dec 2014	\$326,184	100.00%
East Ave	BED	Nov 2009	Feb 2010	Jan 2020	\$3,243,512	100.00%
East Ave	GMP	Nov 2009	Feb 2010	Jan 2020	\$1,343,239	100.00%
Southern Loop	GMP	Nov 2010	Dec 2010	Nov 2020	\$12,389,000	100.00%
Lime Kiln Substation - Gorge	GMP	Dec 2010	Jan 2011	Dec 2020	\$3,820,000	100.00%
Lyndonville	Lyndonville	Dec 2010	Jan 2011	Dec 2020	\$3,170,629	78.00%
Lyndonville	GMP	Dec 2010	Jan 2011	Dec 2020	\$3,170,629	23.00%
Jay Substation	VEC	Sep 2012	Oct 2012	Sep 2022	\$9,696,559	67.00%
Jay Substation	GMP	Sep 2012	Oct 2012	Sep 2022	\$9,696,559	33.00%
Rutland Area Project	GMP	Sep 2015	Jul 2016	Jun 2026	\$3,000,000	100.00%
Georgia Transformer Addition	GMP	Dec 2014	Jan 2016	Dec 2025	\$6,000,000	100.00%

Note (1): The actual Start Billing Period for Tafts Corner New Sub ("Phase I") was January of 2005. VELCO notes that a Start Billing Period of August 2009 was established when the Tafts Corners Phase II ("Phase II") sub came on line, which adjusted the Phase I Specific Facility costs. Namely, the Project Cost for Phase I was originally greater, but when Phase II was put into service some of the original Phase I Specific Facilities were no longer considered to be Specific Facilities.

D. Example

This example illustrates how Customer “A” will receive a credit for the “ACME” Specific Facility:

1	ACME Specific Facility	\$1,200,000	Illustrative Amount
2	All Other ATRR costs	22,800,000	Illustrative Amount
3			
4	ATRR	<u>\$24,000,000</u>	Line 1+Line 2
5	Monthly portion of ATRR	2,000,000	Line 4/12
6	LRS for Customer A	0.01000	Illustrative Amount
7	Customer A Bill before credit	\$20,000	Line 5*6
8	Specific Facility Credits	(1,000)	Line 1*Line 6/12
9			
10	Customer A Billing amount	<u>\$19,000</u>	Line 7+Line 8

ATTACHMENT L
Creditworthiness Procedure

1. General Information:

This provision is applicable to any Transmission Customer taking Transmission Service under ISO New England Inc.'s Transmission, Markets and Services Tariff, Section II-Open Access Transmission Tariff Schedule 21-GMP ("Tariff") and Schedule 20A-GMP of the OATT for Green Mountain (referred to as "Transmission Service" or "Transmission Services"). The creditworthiness of each Transmission Customer must be established prior to receiving Transmission Service from Green Mountain. A Transmission Customer will be evaluated at the time its application for Transmission Service is provided to Green Mountain. A credit review shall be conducted for each Transmission Customer not less than annually or upon reasonable request by the Transmission Customer. Green Mountain shall make this credit review in accordance with procedures based on specific quantitative and qualitative criteria to determine the level of secured and unsecured credit required from the Transmission Customer.

The information requested in this Attachment L should be forwarded to:

Chief Financial Officer/Controller
Green Mountain Power Corporation
163 Acorn Lane
Colchester, VT 05446

Upon receipt of a Transmission Customer's information, Green Mountain will review it for completeness and will notify the Transmission Customer if additional information is required. Upon completion of an evaluation of a Transmission Customer under this Creditworthiness Policy, Green Mountain will forward a written evaluation if the Transmission Customer is required to provide Financial Assurance.

2. Financial Information:

Transmission Customers requesting Transmission Service or requesting interconnection service must submit, if available, the following:

- All current rating agency reports of the Transmission Customer issued by Standard and Poor's ("S&P"), Moody's and/or Fitch Ratings.

- Audited financial statements provided by a registered independent auditor for the two (2)

most recent years, on an annual and quarterly basis if available, or the period of its existence, if shorter than two (2) years, for the Transmission Customer.

3. Creditworthiness Requirements

- A. Transmission Customers, rated and un-rated, will be required to meet specific quantitative creditworthiness requirements, as detailed below:
1. To qualify for unsecured credit, the Transmission Customer must meet at least one of criteria (a) or (b) as described below:
 - a) If rated, the Transmission Customer's lowest senior unsecured long-term debt rating from the three named rating agencies (or if the customer does not have a senior unsecured long-term debt rating, then one rating notch below the issuer and/or corporate credit rating) of:
 - Standard and Poor's or Fitch rating of at least a **BBB+**, or
 - Moody's rating of at least a **Baa1**.
 - b) If un-rated or if rated below BBB+/Baa1, as stated in a), the Transmission Customer must meet all of the following for the last four (4) quarters, or the last two (2) years if quarterly information is not available:
 - A Current Ratio of at least 2.0 (current assets divided by all current liabilities);
 - A Total Capitalization Ratio of less than 55% debt, defined as total debt (including all capitalized leases and all short-term borrowings) divided by the sum of total shareholders' equity plus total debt;
 - EBITDA-to-Fixed Charge Ratio of at least 3.0 times, defined as Earnings before interest, taxes, depreciation and amortization divided by fixed charges (interest on debt as defined in Total Capitalization Ratio above plus preferred dividends on any

outstanding preferred equity); and

- Unqualified audit opinions in audited financial statements provided.

2. If the Transmission Customer relies on the creditworthiness of a parent company or other party reasonably acceptable to Green Mountain, the Transmission Customer's parent company or such other party must meet the criteria set out in (a) or (b) above, and must provide to Green Mountain a written guarantee that it will be unconditionally responsible for all financial obligations associated with the Transmission Customer's receipt of Transmission Service from Green Mountain.

B. Qualitative Standards for Creditworthiness Determination:

In conjunction with the quantitative standards above, Green Mountain will consider qualitative standards when determining creditworthiness, such as:

- 1) Years in business: a company in business fewer than five (5) years will be considered a greater risk.
- 2) Management's experience in the industry: a management team with an average of less than five (5) years experience will be considered a greater risk.
- 3) Market risk: consideration of pricing exposure, credit exposures, and operational exposures.
- 4) Litigation Risk: a pending legal action with potential monetary damages approaching 3% of gross revenues will be considered as significantly increasing Transmission Customer risk.
- 5) Regulatory Environment (State and Local): a company subject to significant exposure to regulatory decisions, such as key planning decisions, shall be considered as having increased risk.
- 6) Prior payment history with other Transmission Providers or other vendors: a

company with an excellent payment history of greater than or equal to five (5) years shall be considered a lesser risk.

4. Financial Assurance:

If the Transmission Customer does not meet the applicable requirements for Creditworthiness set out in Section 3, then the Transmission Customer must either:

- Pay in advance for service an amount equal to the lesser of the total charge for Transmission Service or the charge for three months of Transmission Service not less than ten (10) business days in advance of the commencement of service. If the Transmission Customer pays for service in advance, Green Mountain will pay to the Transmission Customer interest on the amounts not yet due to Green Mountain, computed in accordance with the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii); or
- Obtain Financial Assurance in the form of a letter of credit or corporate guarantee from a parent or other party reasonably acceptable to Green Mountain with an issuer and/or corporate credit rating no lower than investment grade from Standard and Poor's and/or Fitch Ratings and/or Moody's in an amount equal to the equivalent of three (3) months of Transmission Service charges at least one (1) day prior to receiving service. In the event of different ratings from the rating agencies, the lowest rating will apply.
 - o Letter of credit means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank provided that such Transmission Customer is not an affiliate of such bank, and provided that such bank has an issuer and/or corporate credit rating of at least A2 from Moody's or A from Standard and Poor's or Fitch Ratings. In the event of different ratings from the rating agencies, the lowest rating shall apply.
 - o Costs of a letter of credit shall be borne by the Transmission Customer.
 - o If the credit rating of the bank issuing the letter of credit falls below the specified rating, the Transmission Customer shall notify Green Mountain in writing within five (5) business days of such event and shall have two (2) business days following written notice to provide other appropriate financial assurance.

5. Credit Levels

If the Transmission Customer meets the applicable criteria outlined in Section 3, that Transmission Customer may receive unsecured credit equivalent to three (3) months of transmission charges or, for interconnections, the credit equivalent of three (3) months of the annual facilities charges and other ongoing charges. Transmission Customers not meeting the Creditworthiness Requirements above in Sections 3 and 4 may not receive unsecured credit from Green Mountain.

6. Contesting Creditworthiness Determination.

The Transmission Customer may contest Green Mountain's determination of creditworthiness by submitting a written request for re-evaluation within 20 calendar days of notification of the creditworthiness determination. Such request should provide information supporting the basis for a request to re-evaluate a Transmission Customer's creditworthiness. Green Mountain will review and respond to the request within 20 calendar days.

7. Process for Changing Credit Requirements.

In the event that Green Mountain plans to revise its credit level or collateral requirements, as detailed in this Creditworthiness Policy, the following process shall be followed:

A. General Notification Process

In the event that Green Mountain plans to revise its requirements for credit levels or collateral requirements as detailed in this Attachment L, Green Mountain shall submit such changes in a filing to the Federal Energy Regulatory Commission ("Commission") under Section 205 of the Federal Power Act. Green Mountain shall follow the notification requirements pursuant to Section 3.04(a) of the Transmission Operating Agreement and reflected herein.

- 1) Green Mountain shall provide written notification to ISO-NE and stakeholders of any filing described above, at least 30 days in advance of such filing.
- 2) Filing notifications shall include a detailed description of the filing, including a redlined document containing revised change(s) to the Creditworthiness Policy.
- 3) Green Mountain shall consult with interested stakeholders upon request.

- 4) Following Commission acceptance of such filing and upon the effective date, Green Mountain shall revise its Attachment L Creditworthiness Policy and an updated version of Schedule 21-GMP shall be posted the ISO-NE website.

B. Transmission Customer Responsibility

When there is a change in requirements, it is the responsibility of the Transmission Customer to forward updated financial information to Green Mountain, to the address noted above, and indicate whether the change affects the Transmission Customer's ability to meet the requirements of the Creditworthiness Policy. In such cases where the Transmission Customer's status has changed, the Transmission Customer must take the necessary steps to comply with the revised requirements of the Creditworthiness Policy by the effective date of the change.

C. Notification of Active Customers

- Active Transmission Customers are defined as any current Transmission Customer that has reserved Transmission Service within the last three (3) months.
- All Active Transmission Customers will be notified via either e-mail or U.S. mail that the above posting has been made. They must follow the steps outlined in this procedure.

8. Posting Collateral Requirements

A. Changes in Customer's Financial Condition:

Each Transmission Customer must inform Green Mountain, in writing, within five (5) business days of any material change in its financial condition or the financial condition of a parent providing a guarantee. A material change in financial condition may include, but is not limited to, the following:

- Change in ownership by way of a merger, acquisition or substantial sale of assets;
- A downgrade of long- or short-term debt rating by a major rating agency;
- Being placed on a credit watch with negative implications by a major rating agency;

- A bankruptcy filing;
- Any action requiring filing of a Form 8-K;
- A declaration of or acknowledgement of insolvency;
- A report of a significant quarterly loss or decline in earnings;
- The resignation of key officer(s);
- The issuance of a regulatory order and/or the filing of a lawsuit that could materially adversely impact current or future financial results.

B. Change in Creditworthiness Status:

A Transmission Customer who has been extended unsecured credit under this Creditworthiness Policy must comply with the terms of Financial Assurance in Item 4 if one or more of the following conditions apply:

- The Transmission Customer no longer meets the applicable criteria for Creditworthiness in Item 3;
- The Transmission Customer exceeds the amount of unsecured credit extended by Green Mountain, in which case Financial Assurance equal to the amount of excess must be provided within five (5) business days; or
- The Transmission Customer has missed two or more payments for any of the Transmission Services offered by Green Mountain in the last 12 months.

9. Ongoing Financial Review:

Each Transmission Customer is required to submit to Green Mountain when issued, as applicable:

- Current rating agency report;
- Audited financial statements from a registered independent auditor; and
- 10-Ks, 10-Q's and 8-Ks, promptly upon their issuance.

10. Suspension of Service:

Green Mountain may immediately suspend Transmission Service (with notification to Commission) to a Transmission Customer, and may initiate proceedings with Commission to terminate Transmission Service, if the Transmission Customer does not meet the terms described in Items 3 through 8 at any time during the term of Transmission Service or if the Transmission Customer's payment obligations to Green Mountain exceed the amount of unsecured or secured credit to which it is entitled under this

Creditworthiness Policy. A Transmission Customer is not obligated to pay for Transmission Service that is not provided as a result of a suspension of Transmission Service.

11. Deposits:

Notwithstanding the provisions of the second-last sentence of Section 5)e) of Schedule 21-Common, if a Local Service Agreement for Firm Local Point-To-Point Service is executed, the deposit, with interest, will be returned to the Transmission Customer no later than the expiration or termination of the Local Service Agreement. All other provisions of Section 5)e) of Schedule 21-Common remain in full force and effect.