**SCHEDULE 21
ATTACHMENT A**

**FORM OF LOCAL SERVICE AGREEMENT**

This LOCAL SERVICE AGREEMENT, dated as of October 29, 2012, is entered into, by and between

Green Mountain Power Company, a public utility organized and existing under the laws of the

State/Commonwealth of Vermont ("Transmission Owner"), City of Burlington, Electric Department, a

Municipal utility organized and existing under the laws of the State/Commonwealth of Vermont
("Transmission Customer") and ISO New England, Inc., a non-stock corporation organized and existing under the laws of the State of Delaware ("ISO"). Under this Agreement the Transmission Owner, Transmission Customer, and the ISO each may be referred to as a "Party" or collectively as the "Parties."

**PART I — General Terms and Conditions**

1. Service Provided (Check applicable):

Local Network Service

 X Local Point-To-Point Service

X Firm

Non-Firm

Regional Network Service customers must take either Local Network Service or Local Point-To‑

Point Service.

1. The Transmission Customer is an Eligible Customer under the Tariff and is a party to either a Market Participant Service Agreement or a Transmission Service Agreement.
2. The Transmission Customer has submitted a Completed Application and the required deposit, if applicable, for service under this Local Service Agreement and the Tariff.
3. The Transmission Customer agrees to supply information to the Transmission Owner that the Transmission Owner deems reasonably necessary in accordance with Schedule 21 and Good Utility Practice in order for it to receive the requested service.
4. The Transmission Owner agrees to provide and the Transmission Customer agrees to take and pay for service in accordance with the provisions of the Tariff and this Local Service Agreement.
5. Service may be subject to some combination of the charges detailed in Schedule 21 of the GATT.
The appropriate charges will be determined in accordance with the terms and conditions of Schedule 21.
6. Any notice or request made to or by either party regarding this Local Service Agreement shall be made to the representative of the other party as indicated below:

Transmission Customer:

City of Burlington, Electric Department

Manager of Power Resources

585 Pine Street

Burlington, Vermont 05461

Transmission Owner:

Green Mountain Power Corporation

Carl D. Scott

77 Grove St.

Rutland, Vermont 05701

The ISO:

ISO-NE

Stephen Rourke

Vice President, System Planning

One Sullivan Road

Holyoke, MA 01040

1. ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff') is incorporated herein and made a part hereof. Capitalized terms used in this Local Service Agreement shall have the meanings ascribed in the Tariff.
2. Nothing contained in this Local Service Agreement shall be construed as affecting in any way the right of the Transmission Owner to file with the Commission under Section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder for a change in any rates, terms and conditions of this Local Service Agreement. Nothing contained in this Local Service Agreement shall be construed as affecting in any way the ability of the Transmission Customer to file with the Commission under Section 206 of the Federal Power Act

and pursuant to the Commission's rules and regulations promulgated thereunder for a change in any rates, terms and conditions of this Local Service Agreement.

10. Nothing contained in this Local Service Agreement shall be construed as affecting or enlarging,

in whole or in part, the limited responsibility of the ISO under the Transmission Operating Agreement ("TOA") to coordinate the Transmission Owner's provision of Local Service and to determine whether the provision of Local Service would have an impact on facilities used for the provision of Regional Transmission Service.

**PART II — Local Network Service**

1. The Transmission Customer has been determined by the Transmission Owner and the ISO to have a Completed Application for Local Network Service under the Tariff.
2. Service shall commence on the later of: **(1) ,** or (2) the date on which
construction of all interconnection equipment, any Direct Assignment Facilities and/or facility or Local Network Upgrades are completed, or (3) such other date as it is permitted to become

effective by the Commission. Service shall terminate on

1. Specifications for Local Network Service.
2. Term of Service:
3. List of Network Resources and Point(s) of Receipt:
4. Description of capacity and energy to be transmitted:
5. Description of Local Network Load:
6. List of Point(s) of Delivery and metering point(s) when they differ from Point(s) of Delivery:
7. List of non-Network Resource(s), to the extent known:
8. Ancillary Services requested or proof of satisfactory arrangements for Ancillary Services:
9. Identity of Designated Agent: Authority of Designated Agent: Term of Designated Agent's authority:

Division of responsibilities and obligations between Transmission Customer and Designated Agent:

Interconnection facilities and associated equipment:

1. Project name:
2. Interconnecting Transmission Customer:
3. Location:
4. Transformer nameplate rating:
5. Interconnection point:
6. Additional facilities and/or associated equipment:
7. Service under this Local Service Agreement shall be subject to the following charges:
Additional terms and conditions:
8. Planned work schedule. Estimated Time

Milestone Period For Completion

(Activity) (# of months)

1. Payment schedule and costs.

(Study grade estimate, + % accuracy, year $s)

Milestone Amount ($)

1. Policy and practices for protection requirements for new or modified load interconnections.
2. Insurance requirements.

**PART III — Local Point-To-Point Service**

1. The Transmission Customer has been determined by the Transmission Owner and the ISO to have a Completed Application for Local Point-To-Point Service under the Tariff.
2. Service shall commence on the later of **(1)\_\_Dec. 1, 2012\_\_,** or (2) the date on which construction of any Direct Assignment Facilities and/or Local Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service shall terminate on **\_Nov 30, 2037.**
3. Non-firm Local Point-To-Point Service shall be provided by the Transmission Owner upon request by an authorized representative of the Transmission Customer.
4. Specifications for Local Point-To-Point Service.
5. Term of Transaction: **25 Years**
6. Description of capacity and energy to be transmitted by the Transmission Owner including the electric Control Area in which the transaction originates: **Output from a 10 MW wind facility to PTF within the VELCO Control Area.**
7. Point(s) of Receipt: **High side of 34.5kV Georgia Mountain Community Wind Interconnection The Point of Receipt is located at Line 134 Structure 38 three phase gang operated Load Break switch (#662).**
8. Delivering Party: **Georgia Mountain Community Wind**
9. Point(s) of Delivery: **ISO-NE PTF**
10. Receiving Party: **City of Burlington, Electric Department**
11. Maximum amount of capacity and energy to be transmitted (Reserved Capacity): **10 MW**
12. Designation of party(ies) subject to reciprocal service obligation: **None**
13. Name(s) of any intervening Control Areas providing transmission service: **VELCO**
14. Service under this Local Service Agreement shall be subject to the following charges: **Schedule 21-GMP Long Term Firm Point-to-Point service**.
15. Interconnection facilities and associated equipment: **Interconnection facilities consist of a three phase gang operated load break switch #662 located on line 134 structure 38. Direct Transfer Trip from Milton B-5 breaker and Fairfax B-5 breaker, primary metering located on the Georgia Mountain Community Wind Overhead Collector structure #1, SCADA Remote Terminal Unit, 6.2 miles of fiber optic, and an approximately 1,800 foot of 34.5 kV transmission line extension.**
16. Project name: **Georgia Mountain Community Wind.**
17. Interconnecting Transmission Customer: **City of Burlington, Electric Department**
18. Location: **585 Pine Street, Burlington, VT 05461**
19. Transformer nameplate rating: There is no GMP owned GSU transformer, the interconnection is at the 34.5kV transmission level.
20. Interconnection point: **High side of 34.5 Georgia Mountain Community Wind Interconnection The Point of Interconnection is on Line 134 Structure 38 via the 34.5kV Three Phase Gang Operated Switch (#662).**
21. Additional facilities and/or associated equipment:
22. Additional terms and conditions: **BED may, with 12 months (365 days) notice to GMP, reduce the term shown in Part III-4a, and/or reduce the reserved capacity amount shown in Part III-4g, in either case without penalty or obligation.**
23. Planned work schedule. Estimated Time **\_2012\_\_**

Milestone: **Interconnection facility commissioned** Period For Completion

(Activity) (# of months)

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|  **Milestones Applicable If Facilities Study Has Been Waived by Interconnection Customer:** |
| **Item No.** | **Milestone** | **Responsible Party** | **Date** | **SGIP/SGIA** |
|  | **Description** |  |  | **Reference** |
| 1 | Siting approval for the Generating Facility and Interconnection Facilities | Interconnection Customer | Complete | SGIP §3.4.5(i) |
| 2 | Engineering of Interconnection Facilities approved by Interconnecting Transmission Owner | Interconnection Customer | 5/31/2012 | SGIP §3.4.5(ii) |
| 3 | Ordering of long lead time material for Interconnection Facilities and system upgrades | Interconnection Customer | 5/31/2012 | SGIP §3.4.5(iii) |
| 4 | Initial Synchronization Date | Interconnection Customer | 11/30/2012 | SGIP §3.4.5(iv) |
| 5 | Commercial Operation Date | Interconnection Customer | 12/31/2012 | SGIP §3.4.5(v) |
| 6 | In-Service Date | Interconnecting Transmission Owner | 9/18/2012 |   |

1. Payment schedule and costs.

(Study grade estimate, +\_% accuracy, year $s)

Milestone Amount ($)

1. Policy and practices for protection requirements for new or modified load interconnections.
2. Insurance requirements.

IN WITNESS WHEREOF, the Parties have caused this Local Service Agreement to be executed by their respective authorized officials.

**Transmission Customer:**

By:

 Name Title Date

 Print Name

**Transmission Owner:**

By:

 Name Title Date

 Print Name

**The ISO:**

By:

 Name Title Date

 Print Name