

GREEN MOUNTAIN POWER CORPORATION
CUSTOMER OWNED GENERATION RIDER
FOR COMMERCIAL AND INDUSTRIAL
TIME-OF-USE RATE 63

AVAILABILITY

For use by any Time-of-Use Rate 63 Customer with on-site electric generation.

OPERATION AND INTERCONNECTION

(a) The Customer's generation facility will be operated in parallel with the Company's system and will be interconnected to the Company's system at a point or points approved by the Company. The Customer's facilities and operating procedures shall meet required standards of the Company, Vermont Public Service Board ("VPSB") and of the Federal Energy Regulatory Commission, as they may hereafter be interpreted or modified and shall comply with the National Electric Code (NEC) and the National Electric Safety Code (NESC), as applicable.

(b) The Customer is responsible for the design of all of its facilities; the Company has the right to approve or disapprove the design of all Electrical Facilities in accordance with generally accepted and prudent utility practices. "Electrical Facilities" as used in this paragraph shall be limited to all interconnection facilities including any other of Customer's facilities which in the Company's reasonable judgement, could have a direct or indirect impact upon the Company's facilities or its ability to serve its customers. Electrical Facility requirements are solely for the protection of the Company's own facilities and customers; the Company is not responsible for the adequacy of any of the interconnection equipment in protecting the Customer's facilities.

(c) After the Start Up and the Final Testing and Commissioning Procedures have been completed, a written determination shall be made by a Licensed Professional Engineer, registered by the State of Vermont, and provided to the Company that all facilities meet specifications and are functioning properly. Inspections performed for the purpose of making such determination shall be made on reasonable notice to both the Customer and the Company, so that each may witness the inspections, if so desired.

(d) The Customer shall be solely responsible for maintaining all facilities owned by it and for keeping the same in good working order at all times. The Customer's responsibility includes the performance of all tests recommended by the manufacturer of the respective facilities and any other tests consistent with good utility practice. The Customer shall give the Company reasonable prior notice of all scheduled testing of Electrical Facilities, and the Company shall have the right to witness such testing. The Customer shall promptly certify the results of such testing and maintenance to Company.

(e) After interconnection, the Company shall have the right to inspect and monitor, at its own expense, and upon reasonable notice to the Customer, all Electrical Facilities as necessary to ensure the safety and integrity of the utility system and the safety and continuity of supply to its customers. With the prior consent of the Customer, or in cases of emergency, inspection may include tripping of the interconnection breaker(s). If the Electrical Facilities are found not to be working properly, the Company shall promptly notify the Customer, and the Customer shall promptly correct any problems at its expense. At no time shall any the Company inspection of the

Customer's Electrical Facilities be construed as an endorsement of the design thereof, nor as any warranty of the safety, durability or reliability of said Electrical Facilities. The Company shall not, by reason of any inspection or failure to inspect, be responsible for the strength, safety, design, adequacy, capacity of the Customer's facilities.

(f) The Company may require the Customer to stop generating or to disconnect from its system, or the Company may itself open the interconnection, when it reasonably believes that the Customer's generation may result in disruption of service on the Company's system, or in injury to persons or property. Interconnection shall be immediately resumed whenever it is determined that such condition does not exist or the Customer has taken corrective action. Notice of actions under this paragraph shall be provided consistent with the notice requirements of paragraph (g) below.

(g) The Company may open, or require the Customer to open, the interconnection whenever reasonably necessary to perform either routine or emergency maintenance or repairs to the Company's facilities. Except for emergencies, the Company shall provide at least 24 hours advance notice, whenever practical, of such maintenance or repairs, and shall attempt to schedule the same in order to accommodate the Customer's operating schedule. If advance notice is not practical, or in the event of an emergency, the Company shall provide Customer notice as soon as practical after disconnection. This notice shall include the reason for disconnection and the corrective steps that need to be taken to cause reconnection.

(h) The Customer shall be responsible for the costs of any changes to the the Company system,

or to the Customer's own facilities for the Customer's initial interconnection.

If, in the future, the Customer increases the capacity of its generation facility, the Customer will be responsible for all costs of any changes to the Company system or to the Customer's own facilities which are required for the new generation level together with the cost of studies required to determine such changes.

METERING

The Customer's existing revenue meter shall be replaced at the Company's discretion with a meter capable of conveniently measuring all quantities necessary to calculate billing as provided below. The Customer will be billed a customer charge pursuant to Company's Rate 63 Tariff, as modified from time to time.

RATES

The rate for all charges under this tariff rider shall be according to the charges provided for in the Company's Commercial and Industrial Time-of-Use Rate 63, except as modified below:

In lieu of the Power Factor Adjustment contained in the Company's Rate 63 Tariff, when Customer's monthly power factor falls below 95%, Customer shall be billed, in addition to all other applicable charges, a KVAR Monthly Charge calculated as follows:

The Monthly KVAR Charge shall equal:

$\$3.91 \times (\text{Customer's Peak, Monthly KVAR consumption} - \text{Credit});$ where Credit is equal to:

$0.49 \times \text{Customer's peak monthly KW demand},$

provided that if for a particular month, Credit exceeds Customer's Peak Monthly KVAR

consumption, the Credit shall be deemed equal to Customer's Peak Monthly KVAR consumption, and the Monthly KVAR Charge for that month shall be zero.

In the event that the Company's tariff is modified to contain a rate applicable to customer-owned generation and interconnection that is intended to account for Customer's reactive power demands in a manner redundant with the above-defined Monthly KVAR Charge, this tariff rider shall no longer be available and Customer shall be eligible to take service under the applicable modified tariff provided that the other terms of the tariff are satisfied.

ALTERNATIVE REGULATION PLAN

Service under this rider is subject to the Company's Alternative Regulation Plan ("ARP Rider"), which includes a quarterly Power Adjustor and an annual Earnings Sharing Adjustor. These adjustors appear as separate line items on the customer's monthly bill. For a complete description of these adjustors, see the ARP Plan Rider.

LIABILITY; INDEMNITY; SEVERAL OBLIGATIONS

The Company and the Customer each defend, save harmless, and indemnify the other (including its directors, officers, employees, agents and subsidiaries) from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including but not limited to reasonable attorneys fees), that are related to the subject matter of this tariff rider and that are (i) caused by an act or omission of the indemnifying party, its agents, employees or invitees, or (ii) sustained on or caused by equipment or facilities, or the use thereof, that the indemnifying party owns or controls. Notwithstanding the foregoing, the Company and the Customer each shall be solely responsible for and

shall bear all costs of claims by its own employees or contractors growing out of any workers' compensation law; neither party shall indemnify or save the other party harmless to the extent that losses are the result of the other party's negligence or willful misconduct; each party agrees to waive any claim or right against the other for consequential damages; and neither party shall be liable to the other (under this paragraph or otherwise) for or as a result of any proceeding in which rates are reviewed or established for either party by the VPSB or similarly authorized entity. Each party shall maintain and pay for casualty and general liability insurance coverage as will insure the provisions of this tariff rider.

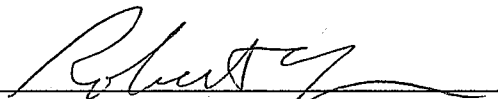
TERMS AND CONDITIONS

The Company's other terms and conditions in effect from time to time, where not inconsistent with any specific provision hereof, or of the specific provisions of Commercial and Industrial Time-of-Use Rate 63, are a part of this tariff rider.

EFFECTIVE

Effective on a bills rendered basis on or after October 1, 2009.

Issued: July 31, 2009.

By: 
Title: VP, Power Supply & Risk Management