

GREEN MOUNTAIN POWER CORPORATION
TERMS AND CONDITIONS
APPLICABLE TO ALL RATES FOR ELECTRIC SERVICE

APPLICATION

Applications for electric service and requests for discontinuance should be made at one of the Company's offices either by telephone, mail or personal call. The application should be made a reasonable time in advance of the time commencement of service or change of service is desired.

SERVICE INFORMATION

Upon receipt of an application from a prospective customer setting forth the location of the premises to be served, the extent of service to be required and other pertinent information, the Company shall advise the customer of the type and character of the service it will furnish, the point at which service will be delivered and the location to be provided for the Company's metering equipment.

SERVICE CONNECTIONS

The Company reserves the right to require an inspection of all wiring and other electrical equipment and apparatus furnished by the customer before supplying energy

to them. The customer shall wire to the point designated by the Company, at which point the Company will connect its service.

When a customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the customer shall pay the additional cost of the alternative.

Whenever, at customer's request, the Company's facilities located on customer's premises are relocated solely to suit the convenience of the customer, the customer shall reimburse the Company for the entire cost incurred in making such change. Payment of estimated costs shall be required before commencement of such relocation work.

SERVICE GUARANTEES

New service installation: In the case of overhead and underground new service requiring only installation of a service cable or a service connection, the Company shall provide a credit of \$25 to any customer whose installation is not completed within five (5) business days of the date the customer has met his or her requirements and is ready for service.

Temporary service installation: In the case of overhead temporary service requiring only the installation of a service cable or service connection, the Company shall provide a credit of \$25 to any customer whose temporary installation is not completed within five (5) business days of the date the customer has met his or her requirements and is ready for service.

Disconnects and reconnects: The Company shall provide a credit of \$25 to any customer whose disconnect/reconnect is not completed within three (3) business days of notification to the Company of the customer's need.

Bills not rendered: The company shall provide a credit of \$25 to any retail customer whose bill is not rendered within seven (7) days of the customer's scheduled billing cycle. In the event of systemic errors that affect in excess of 1000 customers in the same manner and the same incident (such as programming errors), the amount of service guarantees shall be capped at \$10,000 per incident. The \$10,000 shall be divided equally among all affected customers. Bills that are inaccurate in the customer's favor where the Company chooses not to collect are excluded. Exclusions. This credit will not apply to accounts that were activated within 10 days prior to the normal billing cycle; accounts that are scheduled to receive a final bill within 10 days after the normal billing cycle; sales for resale accounts; station service accounts; and company use accounts.

Bills found inaccurate: The company shall provide a \$25 credit if a retail customer's bill is determined to be inaccurate as result of a customer complaint or found to be inaccurate by the company after the bill has been sent to the customer. In the event of systemic errors that affect in excess of 1000 customers in the same manner and the same incident (such as programming errors), the amount of service guarantees shall be capped at \$10,000 per incident. The \$10,000 shall be divided equally among all affected customers. Bills that are inaccurate in the customer's favor where the Company chooses not to collect are excluded. Exclusions: This credit will not apply to

bills found to be inaccurate strictly as a result of estimation, bills where the inaccuracy does not effect the calculation of the bill, or where the fault does not lie with the company (i.e. mixed meters due to erroneous customer third-party install). Multiple bills for a customer that are caused by the same error shall be counted as one incident.

Line Crew Appointments: In the case of where an appointment for a line crew is made to do work at a customer premise, the Company shall provide a credit of \$25 if the crew does not show up within a two (2) hour window of the time the work was scheduled, or by the end of the agreed day if no appointment time was scheduled.

Promised Delivery Date: In addition to other applicable credits, the company shall provide a credit of \$25 to any customer whose line work is not completed within five (5) business days of the promised delivery date assuming the customer has met his or her requirements and is ready. This includes: line extensions; new service; disconnect/reconnects; new street/security light installations; street/security light maintenance; and temporary service connection. Any work that is compensated under Line Crew Appointments and New Service Installation paragraphs shall not be eligible for this credit.

Payment Posting: The Company shall provide a \$25 credit if a retail customer's payment is determined to be posted inaccurately (in error) as brought to the Company's attention either as a result of customer complaints; and/or the company's own efforts; and/or as reported to the Company as an escalation by the Vermont Department of Public Service (the "DPS").

Move In/Move Out: The Company shall provide a credit of \$35 to any customer whose move in or move out order is not completed within three (3) business days of the date promised to the customer on the service order.

Streetlight and outdoor light repair: The Company shall provide a credit of \$25 to any customer if repair of a streetlight does not occur within seven (7) business days of outage notification by the customer. Measurement shall begin on the day the notification occurred.

Streetlight installation: The Company shall provide a credit of \$25 to any customer if new installation of less than three streetlights does not occur within seven (7) business days of the order or on the date promised, whichever is later. This guarantee shall apply to orders of less than three streetlights and where the existing poles and electric service for the light fixtures already exist. Measurement begins on the date the order was created.

General Exclusions to service work. When an event outside of company's control occurs resulting in the work not being completed as promised, company will renegotiate the promised delivery date with the customer. These events include but are not limited to the following: meter socket not installed correctly; energizing permit not issued; customer site work or tree trimming not completed; customer underground conduit/trenching not completed; weather-related delays and delays created as result of the telephone company not completing their prerequisite work (i.e., pole setting) in a reasonable time frame; streetlight repair delayed due to bad underground and/or not a streetlight specific problem will be reclassified as general maintenance work.

Renegotiated jobs will be reported as 'completed on or before' based on the new renegotiated date not the original date.

Weather related delays shall be defined as provided by the relevant section of the Company's union contract concerning restrictions on outside work during inclement weather. Weather-related delays shall also include: periods when highways and driveways are impassable to company vehicles following heavy rain, snow or spring thaw conditions; and un-availability of company personnel as a result of service restoration efforts due to storms.

All credits owed to customers are a result of the Company's failure to meet the service guarantees described in this tariff will automatically be credited without the customer having to notify the Company. In the event a customer who is due a credit no longer has an account with the Company at the time the company determines a credit is due, the company shall mail a check for the credit amount to the customer's last known address. Annually, any amounts held by the company as a result of uncashed checks to former customers shall be donated to a charitable organization of the Company's choice and the recipient and amount reported to the DPS and the Vermont Public Service Board (the "Board").

LINE EXTENSIONS

Line extensions will be contracted for in accordance with applicable Board General Orders in effect at time of request, the company's "Line Extension Policy Tariff and Services Price List", and the Company's Electric Service Requirements Policy.

METERS, METER READING AND METER TESTS

The Company shall furnish one or more meters and accessory equipment as may be required to determine the quantity and rate of taking electricity by the customer. In the event the Company is unable to obtain meter readings, or deems it impracticable to make monthly or bi-monthly readings, the Company shall have the right to render a bill based on an estimated consumption. The Company agrees to read all such estimated accounts at least once in every three months.

Customer shall furnish sufficient and proper space for meter installation, which space shall be readily accessible to Company employees.

Upon customer's request, the Company will test without charge the electric meter or meters, provided that customer does not demand such tests more frequently than once in twelve months. When customer requests meter tests within twelve months after the date of the last previous test, s/he may be required by the Company to make a deposit equal to the reasonable cost of such test; such deposit shall be refunded or credited to the customer if the meter has a positive average error in excess of four percent. Otherwise, the deposit may be retained by the Company. Customer may be present when the Company tests his or her meter or may select an expert or other representative to be present. A written report, giving results of such test, shall be made to the customer when requested.

Meters which register when there is no load or have measurement error in excess of four percent shall not be kept in service.

NON-REGISTRATION OF METER

In case a meter fails to register the full amount of electricity consumed, the amount of the bill will be estimated by the Company based upon consumption during the periods immediately preceding and subsequent to such defective registration by the meter.

CHARGES AND PAYMENTS

The customer shall be responsible for all charges for service furnished him by the Company under the rates as filed with the Board, from the time service is started until it is finally discontinued. Each customer is entitled to service at the lowest available rate. The company will endeavor to assist a customer at any time in the selection of a rate schedule for which all availability provisions are met, and which may be most favorable to his or her requirements on an annual basis but the Company makes no warranty, express or implied, that the rate schedule will continue to be favorable to the future service requirements of the customer. Any change in rate shall not be retroactive and shall be changed not more than once in twelve consecutive months.

The Company shall have the right to disconnect its service in accordance with Board Rules 3.300 and 3.400 and the Company's Tariffs thereunder. If a customer relocates and establishes service at other locations, without full payment of the former account, the Company may disconnect the current account for nonpayment of the

former account in accordance with Board Rules 3.300 and 3.400, for accounts of the same customer class.

SELF-GENERATION FOR NET METERING

Applicable to customers who: (1) take service under another Company tariff, (2) have received approval pursuant to 30 V.S.A. § 248 from the Board for a net metering system or group net metering system as those terms are defined in 30 V.S.A. § 219a and (3) employ an eligible system (as defined below) to generate electricity primarily for their own use and which system from time to time generates electricity in excess of the customer's then current needs and is connected to deliver such excess electricity to the Company's distribution system. Customers must conform to all applicable requirements of 30 V.S.A. §§ 219a and 248 and to Board Orders, Rules, Regulations or electrical safety, power quality, and interconnection requirements pertaining to self-generation of energy for net metering. This tariff shall not supersede any terms and conditions of any other tariff under which the customer takes service from the Company, which other terms and conditions shall continue to apply.

For the purpose of this tariff provision, an eligible system is a facility for generating electricity that is of no more than 500 kilowatts (kW) (AC) capacity which (i) employs a renewable energy source as defined in 30 V.S.A. § 8002(2) or (ii) is a qualified micro-combined heat and power system of 20 kW or fewer that meets the definition of combined heat and power in 10 V.S.A. § 6523(b) and may use any fuel source that meets air quality standards. All eligible systems shall comply with applicable orders and requirements of the Board with respect to electrical safety, power quality, and

interconnection. The customer shall be responsible for the maintenance, safety and condition of the eligible system.

The customer will be compensated by the Company for any energy (kilowatt hours (kWh)) delivered to its system by allowing the customer's billing meter to turn backwards reducing the number of kWh purchased from the Company, or by the use of bi-directional metering. If the electricity generated by the customer exceeds the electricity supplied by the Company during a billing period, the customer shall receive a monetary credit. Such monetary credit shall be calculated by multiplying the excess kWh generated by the kWh rate paid by the customer at the time of the excess generation.

Electric energy measurement for group net metering systems shall be calculated by subtracting total usage of all meters included in the group net metering system from total generation by the group net metering system. If the electricity generated by the group net metering system is less than the total usage of all meters included in the group net metering system during the billing period, the group net metering system shall be credited for any accumulated kWh credit and then billed for the net electricity supplied by the Company. Excess kWh generated by a group net metering system during the billing period shall be allocated to the group members per the instructions provided to the Company by the group net metering system's designated person.

If requested by the customer, monetary credits that accumulate on a customer's bill shall be paid to the customer up to two times per year.

All environmental attributes, such as renewable energy certificates, associated with a net metering system or a group net metering system shall be owned by the owner of the net metering system or group net metering system, unless otherwise agreed to between the Company and the owner of the net metering system or group net metering system.

The Customer shall be responsible for all charges billed under the applicable rate for service with the exception being the netting of kWh (and related charges) as described above. Notwithstanding the foregoing, a customer that owns and operates a photovoltaic net metered system which is an eligible system and that pays to set up an additional Company-supplied meter to measure the output of energy generated by such Customer's photovoltaic system shall be entitled to an additional \$0.06 per kWh regardless of the customer's underlying rate. If the electricity so produced is entirely consumed by the customer in a billing period, the Company shall pay the customer at a rate of \$0.06 per kWh generated and consumed over and above any amounts or credits to which the customer would be otherwise entitled pursuant to Board Rule 5.100. The Company may modify this additional \$0.06 per kWh credit, in accordance with applicable laws and regulations, at any time after two years from the date the Board approves this tariff. A system that is entitled to this credit shall receive this credit as of the date the system is installed and shall continue to receive the amount of this credit for not less than ten years from such date, so long as the system remains in service, regardless of any subsequent modification to the credit. A system placed in service

prior to the date the Board approves this tariff shall be entitled to this credit as of the date this tariff is approved by the Board and shall continue to receive the amount of this credit for not less than ten years from such date, so long as the system remains in service, regardless of any subsequent modification to the credit.

Where it is not physically possible for the billing meter to turn backwards, the Company shall provide a kWh meter appropriate for the customer's rate category, as determined by the Company, in accordance with applicable orders of the Board. Such meter will measure the flow of kWh from the customer to the Company. For customers who are eligible for service under another applicable rate, avoiding the need for an additional meter by changing rate categories is permissible. For purposes relating to rate eligibility, no group net metering customer account will be evaluated by deducting kWh generated at a different account. For customers who desire a second meter for their own information, the Company shall supply an appropriate additional meter. The installed cost of any additional meter shall be paid by the customer to the Company and the meter shall be installed in accordance with the Company's standards and shall be the property of the Company. kWh recorded by such additional meter will be subtracted concurrently at the time of each billing from the kWh recorded by the Company's billing meter. Such additional meter shall be accessible to the company at all reasonable times, and shall not be removed or otherwise disturbed by the customer without advance written notice to and permission from the Company. Such additional meter shall be located in reasonable proximity to the existing meter and subject to

testing by the Company at any time at the Company's own expense upon reasonable advance written notice to the customer.

The customer shall be required to carry liability insurance in amounts as specified in applicable Rules, Orders or Regulations of the Board.

Any customer seeking to take service in accordance with this tariff shall be required to submit a written application for a certificate of public good under 30 V.S.A. § 248 to the Board on forms specified by the Board, follow all procedures specified in those forms, and obtain such a certificate from the Board before connecting any eligible system to the Company's distribution system or any portion of the customer's own electrical system that is itself connected to the Company's electric distribution system.

The authority under this tariff of any customer to connect any eligible system capable of delivering electricity to the Company's distribution system will close after the total installed cumulative generating capacity of all eligible systems connected to the Company's distribution system (or to any portion of the customer's own electrical system that is itself connected to the Company's electric distribution system) equals four percent of the Company's peak retail demand during 1996; or the peak demand during the most recent full calendar year, whichever is greater. However: (1) such authority shall re-open should such installed cumulative generating capacity at any time fall below four percent of such peak retail demand and (2) the Company may interconnect additional eligible systems above four percent of such peak retail demand if found by the Board to be in the public interest after consideration of the factors listed in 30 V.S.A. 219a(h)(1)(A). Any customer seeking to take service in accordance with

this tariff or to connect any eligible system to the Company's electric distribution system (or to any portion of the customer's own electrical system that is itself connected to the Company's electric distribution system) shall be responsible for contacting the Company in advance of such connection to determine whether the total installed cumulative generating capacity of the eligible systems connected to the Company's system already equals or exceeds such a four percent level.

A separate, secured disconnect adjacent to the customer's meter is required in order to disconnect and isolate the generation equipment from the Company's distribution system. The customer shall provide such disconnect at the customer's expense.

Any eligible system shall be subject to emergency disconnection of the system. An "emergency" shall be considered to occur when the interconnection of an eligible system represents a condition which is likely to result in imminent significant disruption of service to the Company's customers or is imminently likely to endanger life or property.

If the Company performs an emergency disconnection of an eligible system, the Company shall notify the customer within 24 hours. If the emergency is not caused by the eligible system, then the Company shall reconnect the system on cessation of the emergency. If the emergency is caused by the eligible system, then the Company shall communicate the nature of the problem to the customer within five days, and attempt to resolve the issue with the customer. Within 30 days of such emergency

disconnection, the Company shall file a disconnection petition with the Board if the Company and the customer have not reached a mutually agreed-upon resolution.

Non-emergency disconnections of an eligible system by the Company shall follow the same process as set out above for emergency disconnections of such system, except that the Company shall give no less than five working days' prior notice of the disconnection and such prior notice shall communicate the reason for the disconnection. If the eligible system is not the reason for the system's disconnection, the Company shall reconnect the system as soon as the activity necessitating the disconnection ceases.

A customer shall be prohibited from reclosing a disconnect device, which has been opened and tagged by a Company, without the prior approval of the Company, or, in event of dispute, the Board.

A customer who initiates a permanent disconnection of an eligible system shall promptly notify the Company.

DEPOSITS

The Company may require a cash deposit or other collateral satisfactory to it as security for prompt payment of the customer's indebtedness. All deposit requirements and procedures related thereto shall be in accordance with Board Rule 3.200 and the Company's Tariff thereunder.

INTERRUPTION OF SERVICE

The Company shall not be responsible for any failure to supply electric service, nor for interruption, reversed or abnormal voltage that is without willful

default or gross negligence on its part. Whenever the integrity of the Company's system or the supply of electricity is threatened by conditions on its system or on the systems with which it is directly or indirectly interconnected, or whenever it is necessary or desirable to aid in the restoration of service, the Company may, on its sole judgment, curtail or interrupt electric service or reduce voltage to some or all of its customers and such curtailment, interruption or reduction shall not constitute willful default by the Company.

CUSTOMER'S PREMISES

The Company shall have the right of access to the customer's premises at all reasonable times for the purpose of examining or removing the Company's meters and other appliances and equipment of the Company and of ascertaining the quantity of electricity consumed or supplied.

Furthermore, the Company shall also have the right of access for the disconnection of the service in accordance with applicable Board Rules.

The customer shall not permit access for any purpose whatsoever, except by authorized employees of the Company, to the meter or other appliances and equipment of the Company, or interfere with the same, and shall provide for their safe keeping.

REGULATORY AUTHORITY APPROVALS

The Company shall make, or cause to be made, application for any necessary street permits and applications where required to the specified regulatory authorities or assigns and shall not be required to supply service until a reasonable

time after such permits are granted. The customer shall obtain, or cause to be obtained, all permits except street permits or certain other certificates necessary to give the Company or its agents access to the equipment and to enable its conductors to be connected therewith, or for any other proper purposes.

RESALE OF ELECTRICITY

The customer shall not directly or indirectly sell or resell assign or otherwise dispose of the purchased electricity.

COMPLIANCE WITH TERMS AND CONDITIONS

The Company shall have the right to discontinue its service in cases where the customer fails to comply with or perform any conditions or obligations of these Terms and Conditions, or any other agreement with the Company, in accordance with Board Rules 3.300 and 3.400 and the Company's Tariffs thereunder.

These terms and conditions are subject to modification or alteration from time to time when such modifications or alterations are filed with the Board and are ordered or allowed to become effective by said Board.

EFFECTIVE

Effective on a service rendered basis on or after August 8, 2011.

Issued June 24, 2011

By Damian O'Keefe CFO
Title: VP, Chief Financial Officer & Treasurer