

ISO New England Inc.  
ISO New England Inc. Transmission, Markets & Services Tariff  
Open Access Transmission Tariff Schedule 21

Original Service Agreement No.  
LSA/ISONE/VTRANSCO-23-01

**LOCAL SERVICE AGREEMENT BY AND BETWEEN**  
**VTRANSCO LLC;**  
**GF POWER LLC**  
**AND**  
**ISO NEW ENGLAND, INC.**

Effective February 1, 2023

**SCHEDULE 21**  
**ATTACHMENT A**  
**FORM OF LOCAL SERVICE AGREEMENT**

This LOCAL SERVICE AGREEMENT, effective as of **February 1, 2023**, is entered into, by and between **Vermont Transco LLC**, a limited liability company organized and existing under the laws of the State/Commonwealth of Vermont (“Transmission Owner”), **GF Power LLC**, a limited liability company 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

Local Point-To-Point Service

Firm

Non-Firm

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

2. 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.

3. The Transmission Customer has submitted a Completed Application and the required deposit, if applicable, for service under this Local Service Agreement and the Tariff.

4. 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.

5. 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.
6. Service may be subject to some combination of the charges detailed in Schedule 21 of the OATT. The appropriate charges will be determined in accordance with the terms and conditions of Schedule 21.
7. 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:

**GF Power LLC**  
**Attn: Jeffrey Cram**  
**1000 River St.**  
**Essex Jct. VT 05452**  
[Jeffrey.Cram@Globalfoundries.com](mailto:Jeffrey.Cram@Globalfoundries.com)

Transmission Owner:

**Vermont Transco LLC**  
**Attn: Jason Pew**  
**Vermont Electric Power Company, Inc.**  
**366 Pinnacle Ridge Road**  
**Rutland, VT 05701**  
[jpew@velco.com](mailto:jpew@velco.com)

**With a copy to: S. Mark Sciarrotta**  
**Vermont Electric Power Company, Inc.**  
**366 Pinnacle Ridge Road**  
**Rutland, VT 05701**  
[msciarrotta@velco.com](mailto:msciarrotta@velco.com)

The ISO:

**ISO New England, Inc**  
**Attn: Cheryl Ruell**  
**Transmission Services & Resource Qualification Dept.**  
**One Sullivan Road**  
**Holyoke, MA 01040-2841**  
[cruell@iso-ne.com](mailto:cruell@iso-ne.com)

8. The 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.

9. 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) **February 1, 2023**, 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 **[Open-Ended]**.
3. Specifications for Local Network Service.
  - a. Term of Service: **Open-Ended**
  - b. List of Network Resources and Point(s) of Receipt:  
**IBM Sub 86 - 37.2MW    IBM Sub 87 – 20.0MW    Combined - 57.2MW**
  - c. Description of capacity and energy to be transmitted: **GF Power seeks to break out its load from an existing Regional Network Load internal to the New England Control Area. The peak load is expected to be approximately 57.2 MW in the first year of requested service, increasing to 62.6 MW ten years from now.**

d. Description of Local Network Load: **This is a disaggregation of monthly RNS load currently part of Green Mountain Power's RNS load ID #121 as reported to ISO-NE by VTransco. (Load delivered at 115kV to VTransco Substations IBM #86 and IBM #87).**

e. List of Point(s) of Delivery and metering point(s) when they differ from Point(s) of Delivery: **None**

f. List of non-Network Resource(s), to the extent known: **None**

g. Ancillary Services requested or proof of satisfactory arrangements for Ancillary Services: **Schedule 1 of Schedule 21-VTransco for Local Scheduling, System Control, and Dispatch Service.**

h. Identity of Designated Agent: **None**

Authority of Designated Agent: **None**

Term of Designated Agent's authority: **None**

Division of responsibilities and obligations between Transmission Customer and Designated Agent: **None**

i. Interconnection facilities and associated equipment: **NA. No new construction. See d. above.**

j. Project name: **NA. See d. above.**

k. Interconnecting Transmission Customer: **NA. See d. above.**

l. Location: **See b. and d. above.**

m. Transformer nameplate rating: **NA. See d. above.**

- n. Interconnection point: **NA. See d. above.**
- o. Additional facilities and/or associated equipment: **NA. See d. above.**
- p. Service under this Local Service Agreement shall be subject to the following charges:  
**Monthly demand charge for LNS and a monthly Schedule 1 charge for Local Scheduling, System Control, and Dispatch Service**
- q. Additional terms and conditions: **None**

4. Planned work schedule. **Not Applicable**

Estimated Time

Milestone

Period For Completion

(Activity)

(# of months)

5. Payment schedule and costs. **Not Applicable**

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

Milestone

Amount (\$)

6. Policy and practices for protection requirements for new or modified load interconnections. **Not Applicable**

7. Insurance requirements. **The Transmission Customer shall, at its own expense, maintain in force throughout the period of this LSA, the following minimum insurance coverages, with insurers authorized to do business in Vermont:**

- a. **Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of Vermont.**
- b. **Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death, and property damage.**
- c. **Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.**

- d. **Excess Public Liability Insurance (Umbrella/Excess Liability) over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.**

**The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability (Umbrella/Excess) Insurance policies shall include the other Party(ies), Vermont Transco LLC and Vermont Electric Power Company, Inc., and affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insureds. All policies shall contain provisions whereby the insurers waive all rights of subrogation against the Other Party Group and provide thirty (30) Calendar Days advance written notice to the Other Party Group prior to anniversary date of cancellation.**

**The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.**

**PART III – Local Point-To-Point Service      NOT APPLICABLE**

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) \_\_\_\_\_, 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 \_\_\_\_\_.
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.
  - a. Term of Transaction:
  - b. Description of capacity and energy to be transmitted by the Transmission Owner including the electric Control Area in which the transaction originates:

- c. Point(s) of Receipt:
- d. Delivering Party:
- e. Point(s) of Delivery:
- f. Receiving Party:
- g. Maximum amount of capacity and energy to be transmitted (Reserved Capacity):
- h. Designation of party(ies) subject to reciprocal service obligation:
- i. Name(s) of any intervening Control Areas providing transmission service:
- j. Service under this Local Service Agreement shall be subject to the following charges:
- k. Interconnection facilities and associated equipment:
- l. Project name:
- m. Interconnecting Transmission Customer:
- n. Location:
- o. Transformer nameplate rating:
- p. Interconnection point:
- q. Additional facilities and/or associated equipment:
- r. Additional terms and conditions:

5. Planned work schedule.

Estimated Time

Milestone

(Activity)

Period For Completion

(# of months)

6. Payment schedule and costs.

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

Milestone

Amount (\$)

7. Policy and practices for protection requirements for new or modified load interconnections.

8. Insurance requirements.

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

Transmission Customer: **GF Power LLC**

DocuSigned by:  
 Carmine J. Mele  
 1B5DAD0528A30493

By: \_\_\_\_\_ **Secretary (Authorized Agent)** \_\_\_\_\_ 1/31/2023

Name Title Date

Print Name **Carmine J. Mele**

Transmission Owner: **Vermont Transco LLC (by and through its manager VELCO)**

DocuSigned by:  
 Jason Pew  
 403E1CD7829B4AC

By: \_\_\_\_\_ **Director of Operations** \_\_\_\_\_ 1/31/2023

Name Title Date

Print Name **Jason Pew**

The ISO: **ISO New England, Inc.**

By: \_\_\_\_\_ **VP System Planning** \_\_\_\_\_

Name Title Date

Print Name **Robert Either**

5. Planned work schedule.

Estimated Time

Milestone

(Activity)

Period For Completion

(# of months)

6. Payment schedule and costs.

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

Milestone

Amount (\$)

7. Policy and practices for protection requirements for new or modified load interconnections.

8. Insurance requirements.

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

Transmission Customer: **GF Power LLC**

DocuSigned by:  
By: *Carmine J. Mele* **Secretary (Authorized Agent)** 1/31/2023  
1B5DAD528A30493  
Name Title Date

Print Name **Carmine J. Mele**

Transmission Owner: **Vermont Transco LLC (by and through its manager VELCO)**

DocuSigned by:  
By: *Jason Pew* **Director of Operations** 1/31/2023  
403E1CD7829B44C  
Name Title Date

Print Name **Jason Pew**

The ISO: **ISO New England, Inc.**

By: *Robert Either* **VP System Planning** 1/31/23  
Name Title Date

Print Name **Robert Either**