

Title Sheet
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Barton Village, Inc. Electric Department

Tariff No. TC-1

Terms and Conditions

Applicable to All Rates for Electric Service

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Attachment 1 – Vt. Utilities Electric Service Requirements Manual (119 total pages)

1.

A. Applicability.

These terms and conditions apply to all customer classes and all ratepayers served by the Barton Village, Inc. Electric Department (“the Company”). These terms and conditions shall remain in effect until superseded by amended filings or by operation of law.

B. Relationship to Public Service Board Rules.

The Company acknowledges the existence of Rules of the Vermont Public Service Board on numerous subjects, including but not limited to customer disconnections, pole attachments, customer billing information, net metering and line extensions. Those rules, as they may be amended from time to time, are hereby incorporated into and made a part of these Terms and Conditions. To the extent that those Rules or any part thereof may be inconsistent with these Terms and Conditions, the Rules shall control.

C. Superseding of prior Terms and Conditions.

These Terms and Conditions supersede and replace any prior terms and conditions on file with the Public Service Board, the offices of the Company, or both, except that they do not replace alter or amend the Company’s general rate schedules, Rule 3.700 pole attachment tariff, Rule 5.600 line extension tariff or Statement of Generally Available Rates, Terms and Conditions (“SGAT”) pursuant to 30 V.S.A. § 8092.

2. Vermont Utilities Electric Service Requirements Manual

The Company incorporates into these Terms and Conditions the Vermont Utilities Service Requirements Manual (attached hereto as attachment 1, and made a part hereof) as may be revised and updated from time to time. In so doing, the Company recognizes that the Manual is, by its own terms, intended to serve as a guide, and that work practices of the Company, regulatory requirements or other factors may require good faith deviation from the Manual in a given situation.

3. Reconnection and Disconnection fees

The Company will charge customers the following amounts for disconnection and/or reconnection of meters:

Disconnection upon late notice: \$35.00

Disconnection of non-delinquent customers' service: \$35.00

Disconnection for tampering with equipment or theft of property or services in violation of section 11 of these terms and conditions: \$150.00

Reconnection after tampering with equipment or theft of property or services in violation of section 11 of these terms and conditions: \$150.00

Reconnection during business hours upon late notice: \$35.00

Reconnection during business hours of non-delinquent customers' service: \$35.00

Reconnection after hours upon late notice (to the extent Company personnel are available): \$90.00

Account set up fee: \$10.00

4. Collection of charges at customer premises.

Where it is reasonably necessary for the Company to go to the customer's premises or some other location in order to attempt to secure collection of outstanding charges, the Company may assess a fee of \$25.00 for each such visit; provided, however, that such notice shall not apply to visits occurring prior to the sending of notice by the Company in accordance with Public Service Board Rule 3.301(C). This charge shall apply to circumstances where the customer calls and makes payment arrangement with the office of the Company while Company personnel are at the customer's premises or other location to attempt to secure collection. This section shall not apply to notice provided relative to disconnection of rental units under Board Rule 3.302(C).

5. Returned checks.

- a. Should more than one check issued by a customer for payment of any service offered by the Company be returned for insufficient funds, the Company may require that, for a period of up to one year thereafter, payments from that customer be made by cash, money order, wire transfer or other method reasonably intended to assure secure payment.
- b. Any bank or other financial institution charges incurred by the Company as a result of the tendering of a dishonored check by a customer, plus an administrative charge of \$25.00, shall be added to the customer's next monthly bill.

6. Hook up of Temporary Service

If the Company performs a hook up of temporary service at the request of a customer, the customer shall pay in advance the full estimated cost for the temporary service, calculated at the Company's anticipated actual costs (including equipment costs). The customer shall pay any amount by which the costs exceed the estimate, or shall be refunded any amount by which the advance payment exceeds the costs, within 30 days of the completion of the work. Temporary service shall not remain in effect for longer than six months, absent good cause as determined by the Company in its reasonable discretion.

7. Other services

For other services not specifically covered by these Terms and Conditions or by other tariffs of the Company, the Company shall charge the following amounts for labor and equipment:

Labor: the actual costs to the Company associated with the Company employee or employees (including but not limited to salary, health insurance and all other benefits).

Bucket truck: \$60.00 per hour

Digger: \$60.00 per hour

Backhoe: \$75.00 per hour

The customer shall pay in advance the full estimated cost for such other services. The customer shall pay any amount by which the costs exceed the estimate, or shall be refunded any amount by which the advance payment exceeds the costs, within 30 days of the completion of the work.

8. Customer calls where issue is not attributable to Company.

In instances where the Company responds to a “no power” or other call from a customer, and the issue is attributable to circumstances on the customer side of the meter and not to the Company, the customer shall pay a charge of \$50.00 during business hours and \$90.00 after business hours (to the extent Company personnel are available after business hours).

9. Late payment charges.

The Company will assess a late payment charge of 1% per month on all delinquent account balances. To the extent allowable under Board or judicial precedent, these late payment charges shall not be considered “nonrecurring charges” under Public Service Board Rule 3.302(B)(4) or any successor rule, and may be included by Company in the calculating the threshold delinquency amount under Rule 3.302(B)(1) or any successor rule.

10. Company not liable for losses, damage or injury.

The Company shall not be liable for any losses, damage or injury resulting from:

- a. Any cause resulting from the actions of the customer or the customer's agent or employee, including but not limited to the customer's electrician and/or subcontractor;
- b. The customer's wiring or appliances;
- c. Overloading by the customer of the service provided, whether such overloading be intentional or unintentional;
- d. Tampering by the customer or any third person with the Company's equipment; or
- e. Any other cause not resulting from the sole negligence of the Company.

11. Tampering with equipment; theft of property or services.

The Company shall have the right to disconnect service immediately, and to charge a disconnection fee as set forth in section 3 of these terms and conditions, upon its reasonable ascertainment that customer or customer's family members, cohabitants, tenants, agents or employees have committed any criminal act relative to the electric service provided by the Company, including but not limited to theft of electricity or theft of, tampering with or vandalizing Company property in any way. The Company shall not be obligated to reconnect service absent complete restitution for any and all damage and loss suffered by the Company.

12. Customer deposits.

The Company may collect a deposit of up to the maximum amount allowed by Public Service Board Rule or Order.

13. Costs of collection.

In instances where the Company utilizes the service of a collection agency or incurs other costs to obtain collection of delinquent accounts in any manner consistent with law, all such costs may be added to the amount owed by customer.

14. No resale of electricity.

Except to the extent provided in Board Rule 4.800, customer shall not directly or indirectly sell, resell, assign or otherwise dispose of any or all of the electricity sold to customer by Company without the written consent of the Company. Any such resale or transfer shall be grounds for immediate disconnection by Company to the fullest extent permitted by law.

15. Temporary inapplicability of terms and conditions.

Notwithstanding any other provisions of these terms and conditions, the Company may disconnect service for reasons of health and safety, or during natural disasters or other emergency situations.