

Barton Village Electric

P.O Box 519
17 Village Square
Barton, VT 05822
(802) 525-4747

ELECTRIC SERVICE LINE EXTENSIONS and/or SERVICE UPGRADES

WELCOME TO BARTON ELECTRIC
Line Extensions and/or Service Upgrades
Application Process

Complete the following documents:

1. **Application** for Electric Line Extension and/or Service Upgrade.
2. Customer Load Data form (*only required for services greater than 200 amps*).
3. **Agreement** for Electric Line Extension and/or Service Upgrade.
4. **Payment Agreement** for Line Extension and/or Service Upgrade.
5. **Easement** (if new utility property will be installed on customer premises, an easement is required). Easements must be filed in the town land records and the original with recording information must be filed with this application.
6. **Vt Electric Utility Standards**-attached for your information and reference.

Submit completed documents 1-5 (as applicable) along with a \$250.00 application fee to the Village Office.

**BARTON VILLAGE ELECTRIC DEPARTMENT
APPLICATION FOR ELECTRIC LINE EXTENSION OR SERVICE UPGRADE**

Please complete this form, sign and return it to the Village office.

Applicant Information:

Applicant Name(s): _____

Mailing Address: _____ Town: _____ State: _____ Zip: _____

Phone Number: _____ E-mail: _____

Service Location:

Town: _____ Road/Street: _____ E911: _____

**Complete sketch on next page showing property lines, planned location of the building, driveway, road, and existing poles or provide site plan of the lot or development.

Application Request:

- New Line Extension
- Existing Service Upgrade
- Both New Line Extension and Existing Service Upgrade
- Temporary Service

Type of Service:

- Residential Commercial
- Industrial Farm
- Multi-Family Mobile Home
- Other _____

- Single Phase
- Three Phase

Primary Extension:

- Overhead
- Underground

Service to Building:

- Overhead
- Underground

Meter Location:

- Pole
- Pedestal
- Building
- Other: _____

Size of Service:

- 100 amp
- 200 amp
- Other: _____ amp (complete customer data load sheet required if >200amp)

Voltage Requested:

Single Phase:

- 120/240 volt (3 wire)
- 120/240 volt (4 wire)
- (mobile home)
- Other: _____

Three Phase:

- 120/208Y 4-wire
- 277/480Y 4-wire

*need approval for any voltage not listed above

Non-Standard Equipment:

List any special equipment being installed (i.e. welder, electric heat, large load appliance, etc.)

Motors over 5 H.P. (if size of service is 200 amp or less)

Auxiliary Generator / Power Generation:

- Yes
- No
- Net Metering

If yes, describe equipment:

Site Sketch (use separate sheet if needed)

Date Service is Needed: _____

Application fee: \$250

Applicants Signature: _____ **Date:** _____

_____ **Date:** _____

***NOTE : This is only an application to extend service to the property/building. You must also apply to establish an electric service account in your name before a meter will be installed.**

**BARTON VILLAGE ELECTRIC DEPARTMENT
CUSTOMER LOAD DATA**
NOTE: Only required for services greater than 200 amps.

Applicant Name(s): _____

Service Location: _____

- Prospective New Customer**
 Prospective Increased Load

Building Information:

Building Use: _____ Square Footage: _____
 Expected Hours of Operation: _____ Shifts: _____

Service Information:

Existing Service: _____ Amps _____ Volts _____ Phase _____ Wire
 Service Desired: _____ Amps _____ Volts _____ Phase _____ Wire
 Date Service Desired _____
 Number of Existing Meters _____ Number of New Meters _____
 Size of Main Panel (Amps) _____ Rate Classification _____
 Metering Requirements _____ Load Management? Yes No
 Request Fault Current? Yes No No. of Runs of Secondary _____

Connected Loads:

		Existing	New/Increase			Existing	New/Increase
Air Conditioning	HP/TONS	_____	_____	Motor Load	HP	_____	_____
Cooking Equipment	KW	_____	_____	Refrigeration	KW	_____	_____
Heating Load	KW	_____	_____	Storage Heat	KW	_____	_____
Lighting Load	KW	_____	_____	Water Heating	KW	_____	_____
Receptacles	KW	_____	_____	Special Equip.	KW	_____	_____
Miscellaneous	KW	_____	_____	(Welder, X-Ray, Etc.)			
Total Connected			KW	Estimated Demand			KW

Emergency Generator YES No
 Size _____ Switch Type _____

List all individual motors over 5 HP _____

This data will be used for transformer sizing and connected load billing information for this account. If load changes significantly, contact the Village Office.

Completed by _____ Title _____ Date _____

Accepted by _____ Title _____ Date _____
 (Utility Representative)

**BARTON VILLAGE ELECTRIC DEPARTMENT
AGREEMENT FOR ELECTRIC LINE EXTENSION and/or SERVICE UPGRADE**

WHEREAS this application for an electric line extension for the extension of electric service from the electric distribution system owned and operated by the Barton Village Electric Department, hereafter referred to as BVED, has been completed and filed with BVED, by _____, hereinafter referred to as the Customer; and,

WHEREAS the Customer has agreed to pay the total costs, including any associated administrative and engineering costs (including overheads), for the line extension extending electric service to the Customer's property located at _____ in the town of _____, Vermont; and

WHEREAS the Customer has agreed to the terms and provisions contained within this application, hereinafter referred to as the Agreement, for the construction of the _____ electric line extension extending the electric service; and,

WHEREAS the BVED has agreed to construct or have constructed, the electric line extension to extend electric service from its electric distribution system to the Customer's property in conformance with the terms and provisions contained within this Agreement.

NOW THEREFORE the Customer and the BVED do hereby agree to the following terms and conditions for purpose of extending electric service from BVED's electric distribution system to the Customer's property:

1.0 DEFINITIONS

1.1 Line Extension

The electric facilities required to expand BVED's electric distribution system (existing at the time of request) to the Customer's property. These facilities include, but are not limited to, all poles, primary wiring, secondary wiring, transformers, meters, and hardware required to serve the Customer, all work related to the installation of the facilities such as clearing, trenching and backfilling, blasting and drilling of ledge, and all related non-tangible assets such as right-of-way acquisition, etc, which is required for the line extension.

1.2 Service Drop

A 100-foot overhead power line from the transformer secondary and including the associated electric meter. The service drop does not include the meter box, mast or riser, or any associated breaker panel and breakers.

1.3 National Electric Code

The National Electric Code refers to the latest applicable edition of the National Electric Code, as amended and published by the National Fire Protection Associates, hereinafter referred to as the NEC.

1.4 **Tariff**

The rates, terms, and provisions for the extension of electric service through an electric line extension policy as approved by the Vermont Public Service Board.

1.5 **Easement**

A right-of-way obtained by the customer in behalf of and to the benefit of the BVED which extends along the route of the electric line extension and grants to the BVED the right to construct the facilities associated with the electric line extension, the right to access and maintain the facilities associated with the electric line extension in perpetuity and the right for the BVED to extend to any respective telephone or cable TV provider the right to attach to, access, and maintain on said facilities such additional facilities as are necessary for the provision of telephone or cable TV to customers along the routing of the electric line extension.

1.6 **Agreement**

The "Agreement For Electric Line Extension and/or Service Upgrade" which has been executed by both the BVED and the Customer and establishes the work to be performed, the responsibilities of the BVED and the Customer, and the terms and condition related to the construction and installation of the facilities necessary to extend service to the Customer.

1.7 **Payment Agreement**

A "Payment Agreement" which has been executed by both the BVED and the Customer and establishes the payment arrangements between the BVED and the Customer for purpose of reimbursing the BVED for its costs associated with the construction and installation of the facilities necessary to extend service to the Customer in accordance with the Agreement defined in Section 1.6 above.

2.0 **The Work**

The Electric Line Extension, required to extend electric service from the BVED's electric distribution system to the Customer's property, and/or a service upgrade; shall be hereinafter referred to as THE WORK.

2.1 **Choose One**

- () The Customer chooses to arrange to have an independent contractor perform THE WORK; said work to be in accordance with the NEC and utilizing the construction standards furnished by the BVED.
- () The Customer chooses to have the BVED perform, or have the BVED arrange to have an independent contractor perform, THE WORK.

2.2 Choose One

- The Customer chooses to perform, or to arrange to have an independent contractor perform, any clearing and trimming required for THE WORK in accordance with the standards furnished by the BVED.
- The Customer chooses to have the BVED perform, or have the BVED arrange to have an independent contractor perform, any clearing and trimming required for THE WORK.

2.3 Choose One

- The Customer chooses to perform, or to arrange to have an independent contractor perform, any blasting, drilling, excavating, trenching, and backfilling required for THE WORK in accordance with the NEC and utilizing the construction standards furnished by the BVED.
- The Customer chooses to have the BVED perform, or have the BVED arrange to have an independent contractor perform, any blasting, drilling, excavating, trenching, and backfilling required for the THE WORK.

2.4 Choose One

- Telephone service will, or may in the future, be required at the Customer's property.
- Telephone service will not now, or in the future, be required at the Customer's property.

2.5 Choose One

- Cable TV service will, or may in the future, be required at the Customer's property.
- Cable TV service will not now, or in the future, be required at the Customer's property.

3.0 Payment Agreement

- 3.1 The cost of THE WORK shall be in conformance with the Tariff of the BVED, and/or the Payment Agreement, both attached hereto and made a part hereof, for electric line extensions and/or service upgrades. In addition to its other terms and provisions, the Tariff and the payment agreement provides that the BVED will

estimate the cost of THE WORK (in accordance with the selections made in Section 2.0 above) and provide the estimate to the Customer.

- 3.2 Subsequent to the acquisition and provision by the Customer to the BVED of all permits, easements, rights-of-way, and approvals, the Customer and the BVED will execute a Payment Agreement, attached hereto and made a part hereof, under which the Customer will make payment to the BVED in an amount equal-to the estimated costs of THE WORK.
- 3.3 Any difference between the actual cost incurred by the BVED in its performance of THE WORK and the estimated cost will be either refunded to the Customer or billed to the Customer in conformance with the Tariff of the BVED.
- 3.4 If any additional customers attach to the facilities constructed under the terms and conditions of this Agreement, each new customer who has attached shall pay a pro-rata share of the original cost of THE WORK; which sum shall be rebated to the Customer in conformance with Section 5 pf the BVED Line Extension Policy.
- 3.5 Concurrent with the execution of the Payment Agreement by the Customer and the BVED, the time for performance of THE WORK shall be estimated by the BVED and provided to the Customer as a term of the Payment Agreement. The Customer's attention is directed to Section 5.0 of this "Agreement For Electric Line Extension and/or Service Upgrade" for the limitations related to the time for performance.
- 3.6 The customer will receive a credit against the cost of THE WORK equivalent to the cost of a service drop.

4.0 **PERMIT, EASEMENTS, RIGHT-OF-WAY, AND APPROVALS**

It is the responsibility of the Customer to obtain any and all permits, easements, right-of-way, and approvals required in order to extend electric service from the BVED's electric distribution system to the Customer's property. The Customer shall provide to the BVED an original copy of all such permits, easements, right-of-way, and approvals.

5.0 **OWNERSHIP, OPERATION, AND MAINTENANCE**

All of the facilities installed as part of THE WORK shall become the property of, be operated by, and be maintained by the BVED into perpetuity.

6.0 TIME FOR PERFORMANCE

- 6.1 THE WORK shall not commence prior to (1) the execution of this Agreement by the Customer and the BVED, (2) the acquisition by the Customer and submittal to the BVED of all required permits, easements, right-of-way and other necessary approvals, and (3) the execution of a Payment Agreement by the Customer. The BVED shall, subsequent to the approval and execution of this Agreement, subsequent to the receipt of all required permits, easements, right-of-way, and approvals, and concurrent with the execution of a Payment Agreement by and between itself and the Customer accompanied by the required payment, provide to the Customer and estimated schedule for performance of THE WORK.
- 6.2 The BVED shall make a good faith effort to comply with the estimated schedule but makes no warranty, express or implied, on time for performance and shall not be liable on any basis in law or equity for any special, indirect, incidental or consequential damages claimed to be the proximate result of any delay in the BVED's performance of THE WORK.

7.0 Agreement

- 7.1 This Agreement constitutes the Customer's request for an electric line extension for purposes of extending electric service from the BVED's electric distribution system to the Customer's property. The written terms are intended by the parties to this Agreement as a final expression of their agreement with respects to such terms and conditions required for the extension of electric service to the Customer's property and supersedes any prior agreement or contemporaneous oral agreement made by the parties, and intended as a complete and exclusive statement of the terms and condition of this Agreement between them.
- 7.2 The terms and conditions contained herein with reference to rates, rules, and regulation shall have no application to any other agreement or arrangement between the Customer and the BVED excepting a "Payment Agreement" executed for the purposes of establishing the terms of payment to the BVED by the Customer for THE WORK of this Agreement.

8.0 HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Customer's heirs, legal representatives, successors, and assigns.

9.0 EFFECTIVE DATE

- 8.1 The effective date of this Agreement is the later of (1) the execution date of the Agreement by the Customer and the BVED, or (2) the date at which the Customer has supplied all necessary documents described in Section 4.0 of this Agreement.

8.2 Should the Customer fail to perform with respect to the provision of all necessary documents or fail to execute a Payment Agreement within ninety days of the execution date of this Agreement, this Agreement between the Customer and the BVED is annulled and voided.

Accepted: _____
Customer

Witnessed: _____
Date: _____

Accepted: _____
Barton Village Electric Dept

Witnessed: _____
Date: _____

LINE EXTENSION POLICY

1. Purpose. To govern the method by which **Barton Village, Inc. Electric Department (“Utility”)** will recover the costs of Electric Service Extensions and the conditions under which such service extensions will be constructed, tracked and operated.

2. Applicability

This electric service extension policy applies to all single-phase and multi-phase service extensions to customers of **Utility**.

3. Definitions

(a) **Service Extension:** The electric facilities required to connect from the existing power line to the customer’s premises at the time of request for service. The service extension shall include all poles, primary wiring, secondary wiring, transformer(s), meter(s), right-of-way acquisition and clearing, trenching and backfilling, installation, and any other one-time cost items associated with service only to that new customer. A Service Extension shall include the reestablishment of a previously abandoned Service Extension.

(b) **Service Drop:** A 100-foot overhead power line from the **Utility’s** secondary facilities to the Delivery Point (as further defined) The service drop is defined as a minimum overhead secondary electrical connection (100 amp single-phase) and shall not include poles, primary wiring, right-of-way acquisition and clearing, trenching and backfilling, installation, and any other cost item required to serve a new or relocated customer.

(c) **Contributions-In-Aid-Of-Construction:** The monetary contributions to **Utility** by a customer requesting service to design, furnish, place and construct such primary and secondary service extensions as are necessary to render the service requested.

(d) **Conduit:** The pipe that encloses and protects electric conductors in underground power installations, including necessary fittings and connectors.

(e) **Customer Owned Lines:** Electric service lines, at either primary or secondary voltage, extending beyond the defined Delivery Point(s).

(f) **Delivery point:** The point at which **Utility**-owned facilities first connect to the customer-owned facilities.

(g) **Loop Feed Electric System:** Electric service provided from an underground primary distribution line which is capable of receiving its electric supply from two different directions of the distribution line.

4. Contributions-in-Aid-of-Construction for Service Extensions

Utility's costs for all line and service extensions will be based on the actual costs incurred for material, labor, overhead, clearing, acquisitions of rights of way, blasting, permits, leases, legal fees, required federal, state and/or municipal studies and any other costs actually incurred in the construction of the electric service extension. Each new single family residence or individual dwelling unit will receive a credit equal to the cost of the service drop as defined above towards the overall cost. If the cost of a line extension is less than the cost of the service drop credit(s) as defined above, the amount of the service drop credit shall be the same as the cost of the extension.

Upon receipt of a written request from a customer for a line extension, accompanied with a \$250 application fee, **Utility** will complete a preliminary engineering design and provide the customer with a written cost estimate for the proposed line extension. The application fee shall be credited against the cost of the line extension if it is constructed. **Utility** will retain the fee if the customer elects not to have the line constructed. **Utility** may require an additional engineering fee for requested redesigns of the line extension. Customer shall sign an agreement to pay **Utility** the final actual line extension charges according to the tariff then in effect upon completion of the job. The amount of the estimated payment shall be paid prior to any construction of the line or service extension.

5. Cost Recovery Period for Contribution-in-Aid-of-Construction

Whenever more than one customer is connected to said line extension, such contribution in aid of construction, however paid, shall be computed to yield to the **Utility** not more than the total cost of extending or expanding service to the new customer(s) less the service drop credit provided in Section III. Amounts to be collected from new customers connecting to customer financed lines shall be computed as follows:

(a) For a period of five (5) years from the completion of construction of a line extension, reimbursement from new customers connecting to said line to customers entitled to reimbursements shall be based upon an equal sharing of the full cost of construction of the subject line extension, adjusted to the percentage used of that line extension to the point of connection.

(b) For a period of ten (10) years immediately following the initial five (5) year period discussed in (A) above, reimbursement to customers entitled to reimbursements shall be based upon an equal sharing of the full cost of construction of the subject line extension depreciated at a straight-line rate to zero at the end of the ten (10) year period, also adjusted to the percentage of the line extension used to the point of connection.

(c) For each new transaction (defined as one or more new connections at the same time and location) involving a line that is subject to contribution-in-aid-of-construction payments for new connections within the 15-year reimbursement period, an administrative fee based on actual costs not to exceed \$100.00 shall be retained by the **Utility** from the total amount to be reimbursed to customers entitled to reimbursements. If the total amount of all reimbursements owed for each transaction is less than the **Utility's** administrative fee, no reimbursements shall be made.

(d) All line extension reimbursement, less the administrative fee, shall be paid by the **Utility** to the current owners of the dwellings or structures served by line extensions that are subject to reimbursement payments for new connections, except that reimbursement payments shall be made to any customer who paid for or contributed to the costs of line extensions and who subsequently sold the dwellings or structures originally served prior to the effective date of the Vermont Public Service Board's Order of September 21, 1999, in Docket No. 5496.

6. Interest on Customer Funds Held by Utility

(a) No interest shall be paid on the initial engineering fee.

(b) No interest shall be paid on funds received in advance of line extension construction and used for the purpose of ordering long lead time specialty items necessary for the subject line extension

(c) With the exception of items (a) and (b) above, interest shall be paid at the rate of 1% per month to line extension customers on funds received in advance of construction (unless returned to the customer), from sixty (60) days after the payment is received by the **Utility** to the date of the commencement of the line extension construction.

(d) No interest shall be paid by the **Utility** under item (c) above as a result of construction delays beyond the control of the **Utility**.

(e) Interest to be paid on funds received more than sixty (60) days in advance of the commencement of line extension construction may be waived by customers seeking priority status for construction at a specified time as agreed to by both the customer and **Utility**.

7. Delivery Points

Utility's delivery points for this tariff are defined as follows:

Residential and Commercial customers served by overhead secondary lines – point of attachment of the line to a structure at the weatherhead.

Residential and Commercial customers served by an underground secondary service – the secondary terminals of the transformer

Residential and commercial customers served with secondary pole metering – the weatherhead on the secondary pole.

Customers served by primary metered overhead or underground primary lines – **Utility's** first point of disconnect after the primary metering.

Utility reserves the right to modify the Delivery Point at its discretion if it is deemed in the best interest of **Utility** and the customer.

8. Construction Standards

Utility will determine the design and construction requirements for each line extension application and the line extension shall conform to these standards. **Utility** will provide a copy of its general standards and requirements upon request. All line extensions shall conform to the latest edition of the National Electrical Safety Code at a minimum.

9. Conduit Requirements

All customers requesting underground primary or secondary cable that will be owned by **Utility** must provide and install conduit to **Utility's** specifications. **Utility** shall credit the customer 50% of the cost of the conduit.

10. Underground Primary Loop Feed Systems

A loop feed system as defined in Public Service Board Rule 5.600 shall be installed when such a system is necessary in the judgment of **Utility**, which shall take into account load, reliability and other relevant factors. **Utility** will credit the customer 50% of the conduit installation

Additionally, **Utility** may require a customer to provide a spare conduit in situations where it determines a loop feed system may be required in the future. **Utility** will either supply the conduit or reimburse the customer for the cost of the second conduit. **Utility** may recover 50% of its cost for the conduit installation from future customers that attach to the loop feed system.

11. Use of Private Contractors for **Utility** Owned Line Extensions

A customer who wants to hire a private contractor for construction of a distribution line extension must contact **Utility** prior to any construction. **Utility** will design the line extension to its standards and may perform field inspections during and or after construction at the customer's expense. **Utility** is not responsible for the performance of contractors hired by a customer, including, but not limited to, the timeliness of work completion and difficulties associated with construction. If at any time

a **Utility** inspection finds the construction is not to the design or standards, the line will not be connected to the system until the deficiency is rectified.

12. Appropriate Customer Payment of Contributions-in-Aid-of-Construction for Service Relocations

For all relocated distribution lines that provide a benefit to the **Utility**, customers who request the relocation shall reimburse the **Utility** for distribution line relocations according to the following formula:

Where:	$^{CP} \text{ TAX ADJ.}$	=	$\text{New Line} + ^{PV} \text{ DEP} - ^{SV} \text{ EXISTING}$
	$^{CP} \text{ TAX ADJ}$	=	Customer Payment, adjusted for any Utility tax liability
	New Line	=	Total cost of relocating the line today
	$^{PV} \text{ DEP}$	=	Present value of any unrealized depreciation expense associated with the existing line
	$^{SV} \text{ EXISTING}$	=	Salvage value of existing line (including line removal costs)

13. Change in Presumption as to Reimbursements for Contributions-in-Aid-of-Construction

The presumption regarding reimbursements for customer financed lines shall be changed if there is a grantee/grantor relationship between the person connecting to a customer financed line and the person who originally paid for the line to whom a reimbursement would otherwise have been due. In such cases, no reimbursement shall be collected from the connecting customer or paid by **Utility** to the grantor.

14. Customer Owned Primary lines

Residential customers will generally not be allowed to own primary overhead and underground lines. Where **Utility** and the customer agree that such ownership is appropriate, **Utility** may, at its option, petition the Public Service Board for a waiver of this prohibition. Any such petition shall address the issue of underground damage prevention with respect to the facilities to be owned by the customer. **Utility** shall design and determine the location of the interconnection of the customer owned line and may inspect the line before and after construction. If the line is determined to be unsafe, **Utility** will not connect the line to its system until the deficiencies are remedied.

Issue Date: October 31, 2008
Effective: November 7, 2008

**BARTON VILLAGE ELECTRIC DEPARTMENT (“BVED”)
“PAYMENT AGREEMENT”
FOR
ELECTRIC LINE EXTENSION and/or SERVICE UPGRADE**

Applicant/Customer Name (the “Customer”): _____

Service Location (E911 location, street, town): _____

It is hereby agreed that THE WORK to be performed in accordance with the *terms* and provisions contained within the "AGREEMENT FOR ELECTRIC LINE EXTENSION and/or SERVICE UPGRADE" executed by the Barton Village Electric Department (hereafter BVED) and the Customer related to the service location above, shall be paid for in the following manner.

1.0 COST ESTIMATE

1.1 The BVED shall prepare a detailed cost estimate based on the site visit and other information related to THE WORK requested by the customer.

At minimum, the cost estimate shall summarize and identify the following items:

- The total estimated cost of THE WORK.
- The service drop credit extended against the cost of THE WORK.
- The 50% underground conduit credit (if applicable).
- Net estimated cost of THE WORK.
- The estimated date the work can be completed.

1.2 The cost estimate shall include a 40% shipping, handling, and warehousing fee on all costs of materials supplied by the BVED and an 25% administrative and general fee on the total cost of all services supplied by a contractor retained by the BVED for THE WORK. The cost for the site visits necessary to layout, design and inspect THE WORK shall be \$52.00 per site visit.

2.0 PAYMENT AGREEMENT

2.1 The Customer agrees to make a deposit in an amount equal to 100% of the net estimated cost to perform THE WORK.

2.2 This PAYMENT AGREEMENT constitutes the Customer's agreement to pay for an electric line extension for purposes of extending electric service from the BVED'S electric distribution system to the Customer's property and/or upgrade to an existing service; is an ancillary agreement to an "AGREEMENT FOR ELECTRIC LINE EXTENSION and/or SERVICE UPGRADE" which has been executed by and between the BVED and the Customer. The written terms of this PAYMENT AGREEMENT are intended by the BVED and the Customer as a final expression of their agreement with respect to such terms and conditions required for the payment for the extension of electric service to the Customer's property and supersedes any prior agreement or contemporaneous oral agreement made by the parties for such payment and are intended as a complete and exclusive statement of the terms and conditions between them.

3.0 ESTIMATED ERRORS

3.1 The BVED shall make a good faith effort to provide an estimate of the actual cost

for THE WORK but makes no warranty, express or implied with respect to the accuracy of the estimate and shall not be liable on any basis in law or equity for any special, indirect, incidental or consequential damages claimed to the proximate result of any difference between the estimate and the actual cost of THE WORK.

3.2 In the event the customer has made a deposit in an amount equal to 100% of the net estimated cost of THE WORK and the net estimated cost exceeds the actual cost of THE WORK, the BVED shall promptly issue a refund in an amount equal to the difference and pay interest at 10% per annum on any un-refunded balance held by the BVED longer than 60 days beyond completion of THE WORK.

3.3 In the event the customer has chosen to make a deposit in an amount equal to 100% of the net estimated cost of THE WORK and the actual cost exceeds the net estimated cost of THE WORK, the Customer shall pay within thirty days an amount equal to the difference and any unpaid amount subject to a late payment charge of 1% per month.

4.0 TIME FOR PERFORMANCE

4.1 The BVED shall make a good faith effort-to comply with the estimated schedule identified on the cost estimate but makes no warranty, express or implied, on time for performance and shall not be liable on any basis *in* law or equity for any special, indirect, incidental or consequential damages claimed to be the proximate of any delay in the BVED'S performance of THE WORK.

5.0 HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Customer's heirs, legal representatives, Successors, and assigns.

6.0 EFFECTIVE DATE

The effective date of this agreement is the execution date of the "PAYMENT AGREEMENT" by the Customer and the BVED.

Accepted: _____ Witnessed: _____

Date: _____

Accepted: _____ Witnessed: _____

Date: _____

**Barton Village Electric Department
RIGHT OF WAY EASEMENT**

In consideration of one dollar and other valuable considerations paid to our satisfaction by the Barton Village Electric Department, a department of Barton Village, Inc., of Barton in the County of Orleans and State of Vermont, receipt of which is hereby acknowledged that I/We, _____ of _____, in the County of _____, and State of _____ (hereinafter, regardless of the number of GRANTORS, called the GRANTOR) do hereby give, grant, sell and convey unto Barton Village, Inc. and Consolidated Communications, Inc. (hereinafter, regardless of the number of GRANTEES, called the GRANTEE), and to its successors and assigns, the exclusive right and perpetual easement and right-of-way together, the right to construct facilities as further described below, for the purpose of the transmission of high and low voltage electric current and for telecommunication use, upon and over a strip of the Grantor's land and premises located in the town of _____, in said county of _____, State of Vermont identified as Parcel ID# _____, with a current E911 Address of _____, and recorded in Book _____ Page _____ of said town records.

THAT the above-granted right to construct facilities being more particularly described as the right to construct and/or reconstruct a distribution line, erect poles, operate, repair, maintain, replace, patrol and remove overhead and/or underground cables, lines conduits, poles, cross-arms, insulators, guys, anchors, braces, fixtures and appurtenances (hereinafter, called the facilities); and the right to permit the provider of telephone or cable TV to attach, operate, access, and maintain such fixtures as are necessary for the provision of telephone and cable TV service; and the right to cut, trim and maintain all trees and bushes as the grantee, Barton Village, Inc., may desire within a strip of land 40 feet in width (twenty feet each side of the centerline of the pole and/or underground line upon said premises).

THAT no part of the location of this Easement shall be changed without written consent of the parties to this Easement, their heirs, administrators, executors or assigns.

THAT the grantors for themselves, their successors and assigns covenant and agree that they will do nothing to interfere with the construction, installation, operation, access, repairs, and maintenance of the facilities within the Easement including but limited to erect buildings or any other structures and/or trees or bushes, change the grade, fill or excavation with said easement area.

THAT we do hereby for ourselves and our heirs, executors, and administrators covenant with the said grantee, Barton Village, Inc., and its successors and assigns that we are lawfully seized in fee simple of the aforesaid premises, that they are free from all encumbrances except that we have good right to sell and convey the rights as aforesaid and that our heirs, executors and administrators shall warrant and defend the same to the said grantee, Barton Village, Inc., its successors and assigns forever against the lawful claims and demands of all persons.

AND TO HAVE AND TO HOLD the above-granted rights and privileges in, upon, and over said premises to the Barton Village, Inc., its successors and assigns for so long as said electric light and power lines are operated, maintained, used, or useful.

Witness our hand and seal this _____ day of _____, 20_____.

In Presence of: _____ Grantor(s)

State of _____ County of _____

At _____ this _____ day of _____, 20_____, personally appeared _____

and acknowledged the foregoing instrument to be his/her their free and deed.

Before Me (Notary Public) _____

My Commission Expires: _____