HARDWICK ELECTRIC DEPARTMENT

RESIDENTIAL RATE 01

AVAILABILITY:

To property in territory served by the Hardwick Electric Department.

APPLICABLE:

To residential customers for all domestic uses in private residences and individual apartments.

RATE:

Billed monthly.

The sum of (1) Customer Charge, plus (2) Energy Charge as follows:

(1)Customer Charge	$11.83 per month
(2)Energy Charge	
All Months:	
First 100 KWh:	$0.06285 per month
Over 100 KWh:	$0.17885 per month

MINIMUM BILL:

The Customer Charge.

PENALTY CHARGE:

There will be a penalty charge of 1% assessed on all account balances over 30 days in arrears.

TERMS:

When bills have not been paid within 30 days, service is subject to discontinuance. Service will be restored at an additional charge and upon payment of $30.00 during normal working hours, or payment of $60.00 after regular working hours, Saturday, Sunday and holidays.

HARDWICK ELECTRIC DEPARTMENT
RESIDENTIAL RATE 01

EFFECTIVE:

To be effective with service rendered on or after April 1, 2009.

HARDWICK ELECTRIC DEPARTMENT

SEASONAL RATE 04

AVAILABILITY:

To property in territory served by the Hardwick Electric Department.

APPLICABLE:

For domestic use in summer homes and cottages where the average consumption of electricity for the six winter months (November through April) does not exceed 300 kwh per month.

BILLING PERIODS:

This tariff shall have two billing periods. The usage for the six winter months (November 1 to April 30) shall be billed on or about May 1 of each year. The usage for the six summer months (May 1 through October 31) shall be billed on or about November 1 of each year.

RATE:

The sum of (1) Customer Charge, plus (2) Energy Charge(s) as follows:

(1) Customer Charge

Per Billing period	$25.38

(2) Energy Charge

Per Billing Period:

First 300 KWH	$0.06285per KWH
All KWH over 300	$0.16961 per KWH

MINIMUM BILL:

The Customer Charge.

HARDWICK ELECTRIC DEPARTMENT
SEASONAL RATE 04

PENALTY CHARGE:

There will be a penalty charge of 1% assessed on all account balances over 30 days in arrears.

TERMS:

When bills have not been paid within 30 days, service is subject to discontinuance. Service will be restored at an additional charge and upon payment of $30.00 during normal working hours, or payment of $60.00 after regular working hours, Saturday, Sunday and holidays.

EFFECTIVE:

To be effective with service rendered on or after April 1, 2009.

HARDWICK ELECTRIC DEPARTMENT

COMMERCIAL RATE 02

AVAILABILITY:

To property in territory served by the Hardwick Electric Department.

APPLICABLE:

To commercial customers for all commercial lighting and/or power purposes, including lodges, churches, clubs, tourist homes, nursing homes, offices, beauty parlors, stores, shops, schools, gas stations, and restaurants.

RATE:

Billed monthly.

The sum of (1) Customer Charge, plus (2) Energy Charge as follows:

(1)Customer Charge	$15.59 per month
(2)Energy Charge	
All Months	$0.16961 per KWH

MINIMUM BILL:

The Customer Charge.

PENALTY CHARGE:

There will be a penalty charge of 1% assessed on all account balances over 30 days in arrears.

TERMS:

When bills have not been paid within 30 days, service is subject to discontinuance. Service will be restored at an additional charge and upon payment of $30.00 during normal working hours, or payment of $60.00 after regular working hours, Saturday, Sunday and holidays.

HARDWICK ELECTRIC DEPARTMENT
COMMERCIAL RATE 02

EFFECTIVE:

To be effective with service rendered on or after April 1, 2009.

HARDWICK ELECTRIC DEPARTMENT

INDUSTRIAL AND LARGE COMMERCIAL RATE 03

AVAILABILITY:

To property in territory served by the Hardwick Electric Department.

APPLICABLE:

To industrial and large commercial customers with demand requirements of 30 kilowatts or more at available voltage. Where single-phase voltage cannot be supplied from the same transformer bank, lighting and other single-phase service will be supplied and metered separately under Commercial Schedule 02.

RATE:

Billed monthly.

The monthly bill shall consist of:

(1) Customer Charge, plus
(2) Demand Charge, plus
(3) Energy Charge as follows:

(1) Customer Charge	$128.91 per month
(2) Demand Charge - the highest of	
(a) For all kW used during the month @	$16.31 per kW
(b) 80% highest kW previous 11 months @	$16.31 per kW
(3) Energy Charge	
All Months	$0.10127per kWh

MINIMUM BILL:

The Customer Charge, plus the Demand Charge.

PENALTY CHARGE:

There will be a penalty charge of 1% assessed on all account balances over 30 days in arrears.

HARDWICK ELECTRIC DEPARTMENT
INDUSTRIAL AND LARGE COMMERCIAL RATE 03

TERMS:

When bills have not been paid within 30 days, service is subject to discontinuance. Service will be restored at an additional charge and upon payment of $30.00 during normal working hours, or payment of $60.00 after regular working hours, Saturday, Sunday and holidays.

EFFECTIVE:

To be effective with service rendered on or after April 1, 2009.

HARDWICK ELECTRIC DEPARTMENT

STREET LIGHTING RATE 06

AVAILABILITY:

To be available for street lighting purposes and billed to the appropriate municipality, village, town, governmental unit and unincorporated community within the Hardwick Electric Department ("HED") service territory for HED–owned or Customer-owned street lighting equipment. Mercury vapor street lighting is not available for new installation and will be replaced at the end of its useful life with lighting determined to be appropriate by HED and billed to the customer at the charges set forth below.

TERMS:

Service will be supplied on an annual basis. Relocations requested by the customer will be made at customer expense. The Electric Department will replace burned out lamps during normal working hours. The Electric Department reserves the right to meter a representative individual lamp and render a monthly bill based on the monthly reading multiplied by the number of fixtures in service.

HOURS OF OPERATION

Street lights which are photo-cell controlled shall be operated from one-half hour after sunset until one-half-hour before sunrise, a total of approximately 4,294 hours each year.

HED-OWNED STREET LIGHT EQUIPMENT ON HED POLES :

MONTHLY RATE: (Payable in U.S. Currency)

High Pressure Sodium Watts	Upsweep Arm Size (Feet)	Monthly Charge
70	4	$ 7.61
400	4	$35.39

LED Lighting

HARDWICK ELECTRIC DEPARTMENT

STREET LIGHTING RATE 06

53 Watt	$ 7.26

HED reserves the sole right to determine the end of a street lighting fixture's useful life.

CUSTOMER-OWNED STREET LIGHT EQUIPMENT ON CUSTOMER-OWNED POLES

On Customer owned poles, 1) the Customer will furnish and install all poles and associated equipment either overhead or underground with specifications subject to HED's prior approval or 2) the Customer may request HED to install, in compliance with HED standards, all poles and associated equipment based on a time and material bid price. All equipment must be photo-cell controlled. The Customer shall be responsible for maintaining the Customer-owned portion of the streetlight system.

HED will supply unmetered electric energy for Customer-owned outdoor photo cell controlled street lighting equipment (based on 4,294 hours of operation per year) at the rates set forth below. The monthly kWh for photo-cell controlled lighting equipment is based on the total nominal wattage of the equipment, multiplied by the annual estimated hours of operation, divided by 12 months to determine an average monthly kWh use. A customer must complete an application providing the type of light(s), total wattage of each type of light, number of each type of light being installed and general specifications, instructions, dimensions, etc. that apply to the equipment. No billing adjustments will be made for individual service outages. The Customer is responsible to provide proper and timely maintenance to ensure that photovoltaic cell controls operate properly and equipment is maintained to minimize outage time. HED reserves the right to discontinue service upon notice under this rate if the system is not properly maintained.

MONTHLY SERVICE RATE: (Payable in U.S. Currency)

MONTHLY ENERGY RATE

$0.12290 per kWh (based on the average monthly kWh use described above)

HARDWICK ELECTRIC DEPARTMENT

STREET LIGHTING RATE 06

CUSTOMER-OWNED STREET LIGHT EQUIPMENT ON UTILITY-OWNED POLES

A customer requesting installation of customer-owned lighting on Hardwick-owned poles shall supply all equipment specifications for Hardwick approval prior to purchase and installation. Hardwick, or Hardwick designated contractor, shall install customer owned lighting systems on Hardwick poles at the customer's expense. Installation charges shall be on an actual time and materials basis during normal business hours. The customer is responsible for providing all of the lighting equipment and appurtenances required to install the fixtures on the poles. Hardwick will maintain customer owned lighting systems on Hardwick poles on an actual time and materials basis. The customer is responsible for supplying all necessary materials, including any required inventory, as Hardwick does not stock material for customer owned systems. Hardwick shall own and maintain all poles, wires, and other equipment and apparatus necessary for supplying voltage to customer owned lighting systems on Hardwick poles.

Hardwick will supply unmetered electric energy for Customer-owned outdoor photo cell controlled street lighting equipment (based on 4,294 hours of operation per year) at the rates set forth below. The monthly kWh for photo-cell controlled lighting equipment is based on the total nominal wattage of the equipment, multiplied by the annual estimated hours of operation, divided by 12 months to determine an average monthly kWh use. A customer must complete an application providing the type of light(s), total wattage of each type of light, number of each type of light being installed and general specifications, instructions, dimensions, etc. that apply to the equipment. No billing adjustments will be made for individual service outages. Hardwick will provide proper and timely maintenance to ensure that photovoltaic cell controls operate properly and equipment is maintained to minimize outage time at the Customer's cost..

If lighting equipment owned by the customer must be replaced as a result of vandalism, accident or any other cause, the customer shall pay to Hardwick the cost of removal of the existing equipment and the cost of replacement equipment including installation costs. The customer shall provide necessary materials and pay for labor and other costs necessary for maintenance and repairs above and beyond lamp and photo cell maintenance, including repairs and/or the replacement of damaged lighting equipment, regardless of the cause, nature or extent of physical damage. The customer agrees to hold Hardwick harmless from any damage or injury relating to the customer owned equipment.

HARDWICK ELECTRIC DEPARTMENT

STREET LIGHTING RATE 06

MONTHLY SERVICE RATE: (Payable in U.S. Currency)

MONTHLY ENERGY RATE

$0.12290 per kWh (based on the average monthly kWh use described above)

CUSTOMER REQUESTED CONVERSION OF EXISTING STREET LIGHTING EQUIPMENT OR SERVICE.

Hardwick shall have the right to require those Customers requesting modification or replacement of existing Street Lighting Equipment with alternative equipment or services to reimburse Hardwick for the un-depreciated cost of the equipment being converted or replaced, plus all costs, including make-ready costs, not recovered in the monthly charge for the alternative lighting or service. Reimbursement shall take place prior to conversion or removal of existing equipment. For purposes of this rate, LED street lighting and replacement of Hardwick-owned lighting with customer-owned lighting on Hardwick poles shall be considered to be alternative lighting equipment.

BILLING AND PAYMENT:

The above rates are net, billed monthly and payable upon presentation of bill. Such other terms and conditions of the Hardwick Electric Department, in effect from time to time, are a part of this rate. When not paid by the due date, which will be 30 days from date of the bill, service is subject to disconnection. All bills will be rendered in the name of the property owner, unless service is requested in the tenant's name. This schedule is subject to all Federal, State or local taxes legally assessed.

PENALTY CHARGE:

A penalty charge of 1% shall be assessed on delinquent balances. An amount will be considered delinquent if not paid by the due date shown on the bill.

HARDWICK ELECTRIC DEPARTMENT

STREET LIGHTING RATE 06

EFFECTIVE:

To be effective with service rendered on or after October 1, 2011.

HARDWICK ELECTRIC DEPARTMENT

SECURITY LIGHTING RATE 05

AVAILABILITY:

To be available to property in territory served by the Hardwick Electric Department for outdoor security lighting supplied from the existing overhead secondary distribution system. This schedule does not apply to street and highway lighting. Mercury vapor lighting is not available for new installation and will be replaced at the end of its useful life with lighting determined to be appropriate by HED and billed to the customer at the charges set forth below.

TERMS:

Service will be supplied on an annual basis. Relocations requested by the customer will be made at customer expense. The Electric Department will replace burned out lamps during normal working hours. The Electric Department reserves the right to meter a representative individual lamp and render a monthly bill based on the monthly reading multiplied by the number of fixtures in service.

HOURS OF OPERATION

Security lights which are photo-cell controlled shall be operated from one-half hour after sunset until one-half-hour before sunrise, a total of approximately 4,294 hours each year.

HED-OWNED SECURITY LIGHTING EQUIPMENT ON HED POLES :

MONTHLY RATE: (Payable in U.S. Currency)

High Pressure Sodium	Upsweep Arm Size (Feet)	Monthly Charge
Watts Lumens		
70	4	$10.54
100	4	$13.69
175	4	$21.58
400	4	$48.98

LED Lighting

53 Watt	$ 7.26

HED reserves the sole right to determine the end of a street lighting fixture's useful life.

CUSTOMER-OWNED SECURITY LIGHTING EQUIPMENT ON CUSTOMER-OWNED POLES

On Customer owned poles, 1) the Customer will furnish and install all poles and associated equipment either overhead or underground with specifications subject to HED's prior approval or 2) the Customer may request HED to install, in compliance with HED standards, all poles and associated equipment based on a time and material bid price. All equipment must be photo-cell controlled. The Customer shall be responsible for maintaining the Customer-owned portion of the security light system.

HED will supply unmetered electric energy for Customer-owned outdoor photo cell controlled security lighting equipment (based on 4,294 hours of operation per year) at the rates set forth below. The monthly kWh for photo-cell controlled lighting equipment is based on the total nominal wattage of the equipment, multiplied by the annual estimated hours of operation, divided by 12 months to determine an average monthly kWh use. A customer must complete an application providing the type of light(s), total wattage of each type of light, number of each type of light being installed and general specifications, instructions, dimensions, etc. that apply to the equipment. No billing adjustments will be made for individual service outages. The Customer is responsible to provide proper and timely maintenance to ensure that photovoltaic cell controls operate properly and equipment is maintained to minimize outage time. HED reserves the right to discontinue service upon notice under this rate if the system is not properly maintained.

MONTHLY SERVICE RATE: (Payable in U.S. Currency)

MONTHLY ENERGY RATE

$0.12290 per kWh (based on the average monthly kWh use described above)

CUSTOMER-OWNED SECURITY LIGHT EQUIPMENT ON HARDWICK-OWNED POLES

A customer requesting installation of customer-owned lighting on Hardwick-owned poles shall supply all equipment specifications for Hardwick

approval prior to purchase and installation. Hardwick, or Hardwick designated contractor, shall install customer owned lighting systems on Hardwick poles at the customer's expense. Installation charges shall be on an actual time and materials basis during normal business hours. The customer is responsible for providing all of the lighting equipment and appurtenances required to install the fixtures on the poles. Hardwick will maintain customer owned lighting systems on Hardwick poles on an actual time and materials basis. The customer is responsible for supplying all necessary materials, including any required inventory, as Hardwick does not stock material for customer owned systems. Hardwick shall own and maintain all poles, wires, and other equipment and apparatus necessary for supplying voltage to customer owned lighting systems on Hardwick poles.

Hardwick will supply unmetered electric energy for Customer-owned outdoor photo cell controlled security lighting equipment (based on 4,294 hours of operation per year) at the rates set forth below. The monthly kWh for photo-cell controlled lighting equipment is based on the total nominal wattage of the equipment, multiplied by the annual estimated hours of operation, divided by 12 months to determine an average monthly kWh use. A customer must complete an application providing the type of light(s), total wattage of each type of light, number of each type of light being installed and general specifications, instructions, dimensions, etc. that apply to the equipment. No billing adjustments will be made for individual service outages. Hardwick will provide proper and timely maintenance to ensure that photovoltaic cell controls operate properly and equipment is maintained to minimize outage time at the Customer's cost..

If lighting equipment owned by the customer must be replaced as a result of vandalism, accident or any other cause, the customer shall pay to Hardwick the cost of removal of the existing equipment and the cost of replacement equipment including installation costs. The customer shall provide necessary materials and pay for labor and other costs necessary for maintenance and repairs above and beyond lamp and photo cell maintenance, including repairs and/or the replacement of damaged lighting equipment, regardless of the cause, nature or extent of physical damage. The customer agrees to hold Hardwick harmless from any damage or injury relating to the customer owned equipment.

MONTHLY SERVICE RATE: (Payable in U.S. Currency)

MONTHLY ENERGY RATE

$0.12290 per kWh (based on the average monthly kWh use described above)

CUSTOMER REQUESTED CONVERSION OF EXISTING SECURITY LIGHTING EQUIPMENT OR SERVICE.

Hardwick shall have the right to require those Customers requesting modification or replacement of existing Street Lighting Equipment with alternative equipment or services to reimburse Hardwick for the un-depreciated cost of the equipment being converted or replaced, plus all costs, including make-ready costs, not recovered in the monthly charge for the alternative lighting or service. Reimbursement shall take place prior to conversion or removal of existing equipment. For purposes of this rate, LED street lighting and replacement of Hardwick-owned lighting with customer-owned lighting on Hardwick poles shall be considered to be alternative lighting equipment.

BILLING AND PAYMENT:

The above rates are net, billed monthly and payable upon presentation of bill. Such other terms and conditions of the Hardwick Electric Department, in effect from time to time, are a part of this rate. When not paid by the due date, which will be 30 days from date of the bill, service is subject to disconnection. All bills will be rendered in the name of the property owner, unless service is requested in the tenant's name. This schedule is subject to all Federal, State or local taxes legally assessed.

PENALTY CHARGE:

A penalty charge of 1% shall be assessed on delinquent balances. An amount will be considered delinquent if not paid by the due date shown on the bill.

EFFECTIVE:

To be effective with service rendered on or after October 1, 2011.

112 State Street
4th Floor
Montpelier, VT 05620-2701
TEL: 802-828-2358

TTY/TDD (VT): 800-253-0191
FAX: 802-828-3351
E-mail: psb.clerk@state.vt.us
Internet: http://www.state.vt.us/psb

State of Vermont

Public Service Board

October 10, 2008

RECEIVED
OCT 15 2008
VERMONT PUBLIC POWER SUPPLY AUTHORITY

David John Mullett, Esq., General Counsel
Vermont Public Power Supply Authority
5195 Waterbury-Stowe Rd. - P.O. Box 298
Waterbury Center, VT 05677-0298

Re: Town of Hardwick Electric Department
Tariff No. 8022

Dear Mr. Mullett:

The Public Service Board ("Board") has asked me to inform you that it has reviewed the tariff filing which you submitted on September 12, 2008, on behalf of the Town of Hardwick Electric Department. The proposed filing reflects revisions to the Company's Pole Attachment tariff to comply with revisions to PSB Rule 3.700. The Company requested a waiver of the statutory 45-day notice period.

On September 23, 2008, the Department of Public Service ("Department"), pursuant to 30 V.S.A. Section 225, informed the Board that it had reviewed the filing and recommended that it be allowed to take effect without suspension, investigation or hearings.

Accordingly, the Board accepted the Department's recommendation and approved the filing to take effect as of October 1, 2008, and hereby grants the Company's request for a waiver.

Very truly yours,

Susan M. Hudson
Clerk of the Board

jcw
cc: Department of Public Service

VERMONT PUBLIC POWER
SUPPLY AUTHORITY

5195 Waterbury-Stowe Road • P.O. Box 298 • Waterbury Ctr., VT 05677-0298
(802) 244-7678 Fax (802) 244-6889 www.vppsa.com

September 12, 2008

Susan M. Hudson. Clerk
Vermont Public Service Board
112 State Street, Drawer 20
Montpelier, VT 05620-2701

re: Rule 3.700 tariff filings

Dear Mrs. Hudson:

Enclosed please find an original and nine copies of the above tariff for each of the thirteen Municipal Electric Utilities* listed below. We have not received final assent to file the Readsboro tariff due to vacation schedules there, but anticipate that it will be filed very early next week. We would also respectfully request a waiver of the 45 day notice period in order to allow these tariffs to take effect on October 1, 2008. It is my understanding based on our negotiations and discussions that the Department of Public Service is agreeable to these tariffs and to the proposed effective date.

Thank you very much for the Board's consideration.

Very truly yours,

David John Mullett
dmullett@vppsa.com

cc: Laura Beliveau
Thirteen Municipal Electric Utilities

* Barton Village, Inc. Electric Department, Village of Enosburg Falls Water & Light Department, Town of Hardwick Electric Department, Village of Hyde Park, Inc. Electric Department, Village of Jacksonville Electric Company, Village of Johnson, Inc. Water & Light Department, Village of Ludlow Electric Light Department, Village of Lyndonville Electric Department, Village of Morrisville Water & Light Department; Northfield Electric Department, Village of Orleans, Inc. Electric Department, Town of Stowe Electric Department, Swanton Village, Inc. Electric Department

POLE.ATT:00.00 POLE ATTACHMENTS, GENERAL

01. Subject to the terms and conditions contained in this tariff, any Attaching Entity holding a Certificate of Public Good (Certificate) issued by the Vermont Public Service Board may attach appropriate facilities to poles, anchors and rights-of-way owned wholly or jointly by Licensor.

02. Before making any attachments to such poles, the Attaching Entity must obtain from Licensor written authorization for the proposed attachment (s) subject to the terms of this tariff and any authorization required by any joint owners.

03. All terms and conditions set forth in this tariff also apply to any Attaching Entity with existing attachments to Licensor poles, notwithstanding the absence or prior written authorization from Licensor.

04. Pole rental rates as well as terms and conditions of payment are listed on the Tariff sheets included in Appendix A of this tariff.

05. Except as specifically provided, nothing in this Tariff shall be construed to confer a right upon any Attaching Entity to alter, move, or otherwise perform work upon facilities owned by another Attaching Entity or by Licensor.

06. The rights and obligations of Licensor or Attaching Entity, whether or not specifically addressed in this Tariff, are governed by the provisions of PSB Rule 3.700, as amended from time-to-time and as interpreted and applied by the Vermont PSB.

*Effective October 1, 2008.

POLE.ATT:01.00 DEFINITIONS

01. Anchor Rod: a metal rod connected to an anchor and to which a guy strand is attached (also known as "guy rod").

02. Attachments - Any of Attaching Entity's facilities in direct contact with or supported by a utility pole, and/or any article of equipment attached to a point on a pole not normally occupied by a strand attachment (e.g., power supplies, equipment, cabinets, terminals, etc.). For billing purposes an attachment is a strand, regardless of the number of conductors lashed to it, and pole mounted power supplies. If new or existing overlashed facilities are owned by more than one Attaching Entity, then each Attaching Entity shall pay Licensor the applicable attachment rate designated by this tariff in Attachment A.

03. Attaching Entity means any entity defined in Pubic Service Board Rule 3.702(B) and authorized to provide service within the service territory of Licensor and which has, or desires to make, attachments to poles owned in whole or in part by Licensor.

04. **Broadband Service Provider means an entity authorized to do business in the state of Vermont that seeks to attach facilities that ultimately will be used to offer Internet access to the public. Wireless Broadband Service Providers must hold an FCC license or use equipment that complies with applicable FCC requirements. A Broadband Service Provider who does not hold a certificate of public good must, before availing itself of the provisions of this Rule, file with the Board and with any affected Pole-Owning Utility an affidavit that sets forth the Provider's name, form of legal entity, contact information, agent for service of process, proposed general area of service, proof of insurance, and a representation that the Provider will abide by the terms and conditions of Rule 3.700 and any applicable pole attachment tariffs, including but not limited to any protocols filed pursuant to Rule 3.708(K), and any Rules and Orders issued by the Board.**

05. Field Service Work or Survey Work: a survey of the poles on which Attaching Entity wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

*Effective October 1, 2008.

06. Guy Strand: a metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

07. Joint Owner: a person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

08. Make-Ready Work: All work, including, but not limited to, rearrangement and/or transfer or existing facilities and attachments, replacement of a pole or any other changes required to accommodate the attachment of Attaching Entity's facilities to a pole or anchor.

09. Pre-Construction Survey: Comprised of field inspection of the existing pole and anchor attachments to determine any necessary Make-Ready Work, and the administrative effort required to process the application and prepare the charges for Make-Ready Work, if applicable.

010. Material Alteration: after initial attachment, actions by the Attaching Entity, such as addition of equipment, changes in the configuration of existing equipment, or replacement of equipment, which either require additional clearance or add sufficient stress to the pole to require Make-Ready Work. A system rebuild does not constitute a material alteration except where accommodation of any temporary simultaneous attachment associated with such rebuilding necessitates make-ready work. The use of a "J" hook during a system rebuild does not require make-ready work and therefore a rebuild in-place does not require the full application process.

011. Other Entity: any entity, including an Attaching Entity.

012. Tariff: These terms & conditions, the rates as set forth in Appendix A, the forms found in Appendix B and the *Guidelines for Broadband Service Provider Antenna Systems Mounted on Distribution Poles* attached as Exhibit C.

*Effective October 1, 2008.

responsible to assure that any such subcontractors and sub-subcontractors shall comply with all terms of this Tariff. Should any subcontractor or sub-subcontractor of Attaching Entity violate any term of this Tariff, then Attaching Entity itself shall be jointly and severally responsible for and liable to Licensor for such violations by the subcontractor or sub-subcontractor.

.07 Licensor will provide non-discriminatory access to any pole, anchor, or right-of-way in which it has an ownership interest. Licensor may deny access for reasons of safety, reliability, or applicable and accepted engineering standards. Licensor may deny access on a non-discriminatory basis where there is insufficient capacity. Insufficient capacity shall not be grounds for denial of access where make-ready work can be used to increase or create capacity.

*Effective October 1, 2008.

POLE.ATT:04.00 PAYMENT OF FEES AND CHARGES

.01 Attaching Entity shall pay to Licensor the fees and charges specified in Appendix A of this Tariff, in accordance with the terms and conditions set forth herein. Nonpayment of any amount due under this Tariff shall constitute a default.

.02 Attaching Entity shall make an advance payment to Licensor prior to each of (a) the required field survey in an amount specified by Licensor as sufficient to cover the estimated cost of the survey; and (b) any make-ready work required in an amount specified by Licensor as sufficient to cover the estimated cost of the make-ready work. The amount of any advance payment required will be credited against the charges for services as specified by the Tariff.

.03 When an advance payment made by Attaching Entity to Licensor for field survey or Make-Ready Work is less than the actual cost to Licensor for such work, Attaching Entity shall pay Licensor all sums due in excess of the amount of the advance payment.

.04 When an advance payment made by Attaching Entity to Licensor for field survey or make-ready work exceeds the actual cost to Licensor for such work, Licensor shall refund the difference to Attaching Entity.

*Effective October 1, 2008.

POLE.ATT:05.00 LEGAL REQUIREMENTS

.01 Attaching Entity shall be responsible for obtaining from the appropriate public and/or private authority any required authorization, including rights-of-way, to construct, operate and maintain its attachments on public and private property at the location of Licensor's poles which Attaching Entity uses. Attaching Entity must submit to Licensor evidence of such authority before making attachments. Licensor shall make available whatever property interests it has obtained with respect to the placement of facilities on its poles and anchors, but shall not be required to request additional property interests solely for the benefit of the Attaching Entity. Licensor will not deny access to its poles based on a questionable use of a right-of-way; however, Attaching Entity will indemnify Licensor against all costs and claims resulting from a legal challenge to Attaching Entity's use of that right-of-way. Licensor shall not seek easements exclusively for the benefit of Licensor.

.02 Attaching Entity and Licensor shall at all times observe and comply with all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.

.03 No license granted under terms of this Tariff shall extend to any pole where it has been determined by a court of law or the Vermont Public Service Board that the placement of Attaching Entity's attachments would result in forfeiture of the rights of Licensor or any joint owners to occupy the property on which the poles are located. If placement of Attaching Entity's attachments would result in forfeiture of the right to occupy such property, Attaching Entity shall remove its attachments immediately and pay Licensor and any joint owners all losses, damages, and costs incurred as a result.

*Effective October 1, 2008.

POLE.ATT:06.00 TECHNICAL SPECIFICATIONS

.01 Attaching Entity's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Administration and the specifications of any joint owners(s)(if any) and any other governing authority having jurisdiction over the subject matter. Where specifications differ, the more stringent shall apply.

.02 Before Attaching Entity or any subcontractor of Attaching Entity, or any subcontractor of a subcontractor commences work for the first time on any portion of Licensor's utility plant, Attaching Entity and/ or such subcontractor or subcontractor(s) shall meet with Licensor for Licensor to review Licensor's construction standards and practices with Attaching Entity and/ or such subcontractor.

.03 If any part of Attaching Entity's attachments is improperly placed and maintained, Licensor may, upon sixty days written notice to Attaching Entity and in addition to any other remedies Licensor may have under this tariff, remove such attachments from any or all of its poles or take such other action in connection with said attachment necessary to provide for the safety of its employees or performance of its service obligations. Removal of attachments shall be at the Attaching Entity's expense and without liability to Licensor except in the case of any negligence or willful misconduct of Licensor.

.04 During any period of time when Attaching Entity or any subcontractor of Attaching Entity is conducting any form of work on or around Licensor's poles, Licensor shall have the right to conduct inspections at any time, of the work being performed by Attaching Entity or Attaching Entity's subcontractors on Licensor's utility plant.

.05 Should Licensor find any deviation by Attaching Entity or a subcontractor of Attaching Entity, or a subcontractor of a subcontractor, from Licensor's standards referenced in 06.01 and practices for work on Licensor's utility plant in place at the time license for the attachments is granted, then Licensor shall be entitled to order Attaching Entity and/ or any subcontractors to immediately cease using the unapproved deviations when working on Licensor's utility plant.

.06 Licensor adopts the guidelines set forth in Exhibit C as its attachment protocol pursuant to Board Rule 3.708(K).

*Effective October 1, 2008.

*Effective October 1, 2008.

POLE.ATT:07.00 PUBLIC LIABILITY INSURANCE

.01 Attaching Entity shall carry public liability insurance issued by a carrier authorized to do business in Vermont to protect both Attaching Entity and Licensor from and against any and all claims, demands, judgments or liabilities of any and every kind or nature which may result, directly or indirectly, from or by reason of any loss, injury or damage caused by Attaching Entity.

.02 Attaching Entity shall submit to Licensor certificates of public liability insurance from each company insuring Attaching Entity, demonstrating that such insurer or insurers have insured Attaching Entity for all liabilities of Attaching Entity covered by this Tariff and in the amounts required by this Tariff; and such certificates shall name Licensor as an additional insured under the public liability policy and specify that such insurer shall not cancel or change any such policy of public liability insurance issued to Attaching Entity except after the giving of not less than thirty (30) days' written notice to Licensor. Attaching Entity shall also document to Licensor's satisfaction that either: (A) any subcontractors employed by Attaching Entity (and any subcontractors of subcontractors of Attaching Entity) are covered by Attaching Entity's public liability insurance to the same extent required of Attaching Entity under this Tariff; or else (B) that any such subcontractors and subcontractors of subcontractors) have public liability insurance coverage in the same amounts as required of Attaching Entity under this Tariff, and also name Licensor as an additional insured under the public liability policy, and that such public liability insurance of such subcontractors also contains provisions requiring no less than 30 days' written notice to Licensor prior to cancellation.

.03 The amounts of public liability insurance, without deductible, shall be not less than $2,000,000.00 as to any one occurrence and $2,000,000.00 in the aggregate against liability due to property damage; and not less than $2,000,000 per occurrence and $2,000,000 in the aggregate against liability due to injury to or death of persons.

.04 Attaching Entity shall also carry appropriate Workers' Compensation insurance as required by law.

.05 All public liability insurance must be effective before Attaching Entity attaches to any pole and shall remain in force until such attachments have been removed from all such poles.

.06 Attaching Entity's property insurance policy shall contain a waiver-of-

*Effective October 1, 2008.

subrogation clause running to Licensor. This must be reflected in the certificate of insurance provided by Attaching Entity. Such policy shall be the primary remedy for all losses covered by the policy.

*Effective October 1, 2008.

POLE.ATT:08.00 PRE-CONSTRUCTION SURVEY AND POLE MAKE-READY WORK

.01 A Pre-Construction Survey is required for each pole and anchor for which an attachment is requested to determine the adequacy of the pole and anchor to accommodate the Attaching Entity's attachments and facilities. The Pre-Construction Survey will be performed jointly by representatives of Licensor, joint owner and/or joint user, and the Attaching Entity, unless otherwise agreed to by all parties.

.02 Licensor will process all requests for access to poles on a non-discriminatory basis in the order such requests are received.

.03 Time periods for the completion of Pre-Construction Surveys or Make-Ready Work shall depend on the number of poles or attachments, as a percentage of the number of poles owned by the affected pole owner(s). For purpose of these calculations, jointly-owned poles shall be deemed to be owned by each of the pole owners.

.04 If an application involves poles owned by multiple owners, then the longest applicable time limit applies.

.05 The time periods for the completion of Pre-Construction Surveys and Make-Ready Work do not apply to the extent the parties agree otherwise, and to the extent that extraordinary circumstances and reasons beyond Licensor's control cause or contribute to the inability of Licensor to complete work within such time periods.

.06 During the make-ready process, Licensor is presumed to have control of the pole and is responsible for meeting all time limits in this section.

.07 Pre-existing Attaching Entities are responsible for completing their work within a time that allows Licensor to comply with the requirements of this section. If the work on a pole is not completed within the time allowed because of delays caused by another entity attached to the pole, and Licensor is liable for any penalties or damages because of the delay, the entity causing the delay shall indemnify Licensor for penalty or damages paid.

.08 Any required Pre-Construction Survey is to be completed within the time period set out in this subsection, starting from the date the completed application is received, unless otherwise agreed by the parties. Subject to 08.02 and 08.03, a Pre-Construction Survey period shall depend on the number of poles or attachments involved on all of the same Attaching Entity's outstanding applications that have not yet been surveyed, as a percentage of the total number of poles owned by the affected pole owner(s).

*Effective October 1, 2008.

.09 Pre-Construction Survey work on fewer than 0.5% of a pole owner's poles or attachments shall be completed within 60 days.

.10 Pre-Construction Survey work on 0.5% or more but less than or equal to 3% of a pole owner's poles or attachments shall be completed within 90 days.

.11 Pre-Construction Survey work on 3% or more of a pole owner's poles or attachments shall be completed within a time to be negotiated between all the affected owners and attachers. The time shall be negotiated in good faith and shall be reasonable in light of subsections (1) and (2), above.

.12 Upon receipt of written notification in the form of a complete license application and the correct survey fee payment, Licensor shall perform or have performed a Pre-Construction Survey and present the survey results. The survey results will contain one of the following statements.

.13 If no Make-Ready Work is required, a license shall be issued for the attachment within the time periods set out in Sections 8.08-8.11.

.14 If Licensor determines that the pole or anchor to which the Attaching Entity desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Attaching Entity's facilities, in accordance with the specifications and legal requirements set forth in Section 6, Licensor will provide Attaching Entity with an itemized invoice for such anticipated Make-Ready Work. In completing Make-Ready Work, Licensor shall pursue least-cost alternatives, including space saving techniques currently relied upon by Licensor; however, Licensor shall at all times maintain compliance with the National Electric Safety Code, the National Electric Code, Blue Book – Manual of Construction Procedures, state and local laws and regulations, and Licensor's construction standards.

.15 If Licensor determines that the pole may not reasonably be rearranged or replaced to accommodate Attaching Entity's facilities for reasons of capacity, safety, reliability or engineering, Licensor may refuse to grant a license for attachment. Licensor shall provide the specific reason(s) for such denial.

.16 Licensor shall maintain a list of contractors whom they allow to perform Pre-Construction Surveys, Make-Ready Work, installation or maintenance, or other specified tasks upon their equipment under the supervision and control of Licensor. In the event Licensor cannot perform required Make-Ready Work in a timely manner,

*Effective October 1, 2008.

Licensor will respond in accordance with the provisions of Rule 3.708 (G). With respect to any poles not owned by Licensor but upon which Licensor has electric lines, the pole owner shall provide Licensor with advance notice of the work to be done, and shall allow Licensor to join or take over the supervision and control of the work of any outside contractor.

.17 A Licensor may not favor itself over any Attaching Entity, nor deny access based on a reservation of space for its own use. However, a Licensor may favor itself when it has a need for space on a pole or poles in order to provide its core service and when it also has a bona fide development plan that shows a need for additional attachments to the poles in question within three years of the date of approval of a fully engineered plan; provided that Licensor may not so favor itself for more than three years in any ten-year period.

.18 No Attaching Entity shall be denied attachment solely because the only space available for attachment on a pole is below the lowest attached facility. If Licensor as owner of the lowest facility wishes to relocate its existing facilities to a lower allowable point of attachment so that the new Attaching Entity will be above all Licensor's existing facilities, Licensor shall pay one-half of the cost of moving Licensor's facilities.

.19 Licensor will complete Make-Ready Work within the following time frames, except for reasons beyond Licensor's control. These time frames shall begin to run after receipt by Licensor of payment for Make-Ready Work from the Attaching Entity, and all applicable state, municipal and private property permits have been obtained. Subject to the provisions of Sections 8.03 and 8.04, the make-ready completion period shall depend on the number of poles or attachments involved on all of the same Attaching Entity's outstanding applications which have been surveyed but Make-Ready Work has not been completed, as a percentage of the total number of poles owned by the affected pole owner(s).

.20 Make-Ready Work on fewer than 0.5% of a pole owner's poles or attachments shall be completed within 120 days of authorization and payment.

.21 Make-Ready Work on 0.5% or more but less than 3% of a pole owner's poles or attachments shall be completed within 180 days of authorization and payment.

.22 Make-Ready Work on 3% or more of a pole owner's poles or attachments shall be completed within a time to be negotiated between all the affected owners and attachers. The time shall be negotiated in good faith and shall be reasonable in light of subsections (a) and (b), above.

*Effective October 1, 2008.

.23 To the extent practicable, Licensor shall provide Attaching Entity, no less than 60 days prior written notice of any modification of poles (such as pole replacement or relocation) other than routine maintenance, or modifications in response to emergencies, or to a request from a governmental authority.

*Effective October 1, 2008.

POLE.ATT:09.00 CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS

.01 Attaching Entity shall, at its own expense, construct and maintain its attachments on Licensor's poles in accordance with Article 06.01.

.02 Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Attaching Entity's attachments. Where there are several Attaching Entities, Licensor will attempt, when practical, to designate the same relative position on each pole for each Attaching Entity's attachments.

.03 Attaching Entity shall obtain specific written permission from Licensor before relocating its attachments on Licensor's poles or before replacing its attachments with attachments which require Make-Ready Work.

.04 Right of Way Clearing and Maintenance: Unless otherwise governed by law, all tree trimming made necessary solely as a result of Make-Ready Work required to provide for a Attaching Entity's proposed attachments at the time of attachment, provided the owner(s) of such trees grant permission to the Licensor, shall be performed by Licensor or by contractors approved by and under the direction of the Licensor, at the sole expense of the Licensee. Licensor shall inform Attaching Entity of the required tree trimming in writing as part of Make-Ready Work documentation. All other tree-trimming will be accomplished by Licensor as part of its regular maintenance program.

.05 Any tree-trimming that may be required on Attaching Entity's customer's premises, to clear the Attaching Entity's cable drop, shall be performed by the Attaching Entity at its expense. Attaching Entity shall be solely responsible for securing permission from private property owners to perform such tree trimming and shall be fully responsible for any damages or claims arising from such tree trimming, except in the case of negligence or willful misconduct by Licensor.

.06 Neither Licensor not Attaching Entity will be responsible to the other for any indirect or consequential damages arising from such tree-trimming performed pursuant to Articles 9.04 and 9.05 above.

*Effective October 1, 2008.

POLE.ATT:10.00 ATTACHING ENTITY'S OVERLASH

01. Any overlashing must be done in accordance with generally accepted engineering standards. The Attaching Entity shall give ten days' notice to the Licensor before beginning such overlashing.

A. No additional application or payment is required for an Attaching Entity to overlash more of its facilities to its existing attached facilities; provided, however, if such overlashing necessitates additional costs such as guying or additional pole strength, occupies additional attachment space on the pole, or provides a different service than the existing facilities, the Attaching Entity shall follow the procedures as outlined in Subsection 10.02 of this Tariff.

B. If the new facilities deliver a service subject to a higher attachment fee under this tariff, the Attaching Entity shall begin paying the higher rate upon the licensing of the new facilities.

C. If the new facilities are owned by a person or entity other than the existing Attaching Entity, the owner of the new facilities shall submit to the Licensor notice which contains the corporate identity and the type of utility service being provided by the overlash facilities, certification that the third party has been issued a CPG in Vermont, a customer profile with all contact information completed, pole locations and the number of poles and a certification that the overlashing party agrees to be governed by Rule 3.700 and this tariff. Both the existing Attaching Entity and the overlashing entity each shall pay rental at the attachment fee rate designated by this tariff.

.02 Procedure for Overlash

A. Scope

1. In the process of upgrading cable plant capacity, it may be necessary for the Attaching Entity to augment the number of its cables and equipment lashed or attached to its existing strand.

B. Definitions

1. Overlash – The act of attaching any single strand, hardware, cable, wires and/or apparatus owned by Attaching Entity to same Attaching Entity's existing strand, hardware, cable, wires and/or apparatus.
2. Post-construction Inspection - A Licensor inspection of the poles after completion of Attaching Entity's Overlash project at its own cost except that Attaching Entity shall pay Licensor for the inspection of those poles

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found not in compliance as a result of the Inspection.

3. Self Pre-survey– The performance of a field review by an Attaching Entity to survey the routing of a proposed path where additional overlashed cable facilities are planned, to determine if any Make-Ready Work is required. The Attaching Entity shall adhere to all requirements of the most recent edition of the National Electrical Safety Code (NESC) and the "Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc. This survey is performed without the presence of a Licensor representative and the results of the Self Pre-survey shall be provided to the Licensor with documentation of any Subsequent Make-Ready Work required before Attaching Entity begins construction of the Overlash project.

4. Subsequent Make-Ready Work – Rearrangement of Licensor's facilities by Licensor as determined by the Attaching Entity's Self Pre-survey to provide for clearance and separation requirements for all pole attachments relative to the latest edition of the Blue Book published by Telcordia and the latest edition of the NESC.

5. Charges – Licensor's actual costs.

C. Specifications

1. Attaching Entity shall conform to the terms and conditions contained within the Specifications Section of this tariff, including:

a. The National Electrical Safety Code (NESC)

Part 2 Section 26-261K2 Strength Requirements
Part 2 Section 25-250 Loading Requirements

b. Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.

Section 4.2 Table 4 – 1 and Note 2
Section 3 Clearances

D. Notifications

1. Attaching Entity shall provide 10 days advance notice, in writing

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(Appendix B-1), to Licensor prior to their Overlash work being started. Attaching Entity will coordinate its Overlash work with the Licensor to avoid any scheduling conflicts with any Licensor construction or maintenance work.

2. Attaching Entity shall submit written notification within thirty (30) days to Licensor after their Overlash work has been completed, to enable Licensor to facilitate the post-construction inspection.

E. Procedures

1. Attaching Entity shall perform a Self Pre-survey of all routes where it proposes to Overlash cable to its existing licensed facility and, if Make-Ready Work is necessary, provide written results to Licensor.

2. Attaching Entity will submit a written request to Licensor to arrange for a Pre-construction Survey of all locations where Attaching Entity has determined Subsequent Make-Ready Work is necessary by Licensor to accommodate Attaching Entity's proposed work. Attaching Entity will provide advance payment to Licensor to cover the applicable charges for the Pre-construction Survey.

3. Licensor will notify the Attaching Entity of the applicable charges for any type of Make-Ready Work.

4. Attaching Entity will submit a check covering Make-Ready Work charges.

5. Licensor will provide the Attaching Entity with an associated work schedule and estimated construction completion date for the Make-Ready Work consistent with the time intervals set forth in Section 8.09-8.11.

6. Attaching Entity may proceed to place the overlashed cable in sections of aerial facilities requiring no Make-Ready Work. Attaching Entity may proceed to place the overlashed cable in sections of aerial facilities requiring Make-Ready Work when all parties affected concur that a non-compliance will either be corrected by the Attaching Entity concurrently with the Overlash project, or by any other attacher, Joint Owner or Joint User after the Overlash project has been completed.

7. Attaching Entity shall notify Licensor in writing that the Overlash

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project has been completed. Licensor may perform a Post-construction Inspection of the poles included in the Attaching Entity's Overlash project within ninety (90) days of receipt of written notice.

8. If Licensor performs a Post-construction Inspection of the poles involved in the Attaching Entity's Overlash project and all work is in compliance with the requirements and specifications, the cost of the inspection will be borne by Licensor and no further Post-construction Inspection will be required. Licensor will provide the Attaching Entity with the written results of the inspection within thirty (30) days.

9. If Licensor performs the Post-construction Inspection of the poles involved in the Attaching Entity's Overlash project and determines that Attaching Entity's work is not in compliance, Attaching Entity will pay Licensor for the inspection of those poles found in noncompliance. Licensor will provide the Attaching Entity with the charges for the inspection. In addition, Licensor may perform a Post-construction Inspection of those poles found to be in noncompliance in order to ensure that the Attaching Entity has brought its facilities into compliance. Licensor will provide Attaching Entity with the results of the inspection within thirty (30) days of the inspection in order that the Attaching Entity may bring its facilities into compliance.

10. Licensor will continue to conduct Post-construction Inspections until all of Attaching Entity's facilities as a result of the Overlash project have been made compliant. If the results of the Post-construction Subsequent show results that are in non-compliance with the aforementioned requirements and specifications, Attaching Entity shall correct such non-conforming condition within thirty (30) days of written notification from Licensor. Where Attaching Entity fails to correct the stated non-compliant condition within thirty (30) days, Attaching Entity shall be responsible to the Licensor for any costs associated with correcting such non-compliant conditions.

*Effective October 1, 2008.

POLE.ATT:11.00 REMOVAL OF ATTACHMENTS

.01 In the event of termination of any of the Attaching Entity's licenses, authorization and/or rights hereunder, the Attaching Entity shall remove its facilities from the poles and anchors within 60 days of the effective date of the termination; provided, however, that the Attaching Entity shall be liable for and pay all fees and charges pursuant to provisions of Licensor until the Attaching Entity's facilities are actually removed from the utility pole(s) and anchor(s). If the Attaching Entity fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at the Attaching Entity's expense and without liability on the part of Licensor for damage or injury to such facilities or interruption of the Attaching Entity services, except in the case of any negligence or willful misconduct of Licensor.

.02 Attaching Entity may remove its attachments from a pole at any time after first giving Licensor written notice of such removal. Following removal, no reattachment shall be made to such pole until Attaching Entity first complies with all of the provisions of this tariff as though no previous attachment had existed.

*Effective October 1, 2008.

POLE.ATT:12.00 UNAUTHORIZED ATTACHMENTS

.01 Upon receipt of notification from Licensor that unauthorized attachments exist, an Attaching Entity shall have 30 days or other mutually agreed upon time period, to provide Licensor with a copy of an agreement or other satisfactory evidence that proves the attachments have been authorized by Licensor. If any of the Attaching Entity's facilities are attached to Licensor's poles without being authorized, Licensor, may recover fees as specified in Section 12.02, without prejudice to its other rights or remedies under this tariff, including termination, or otherwise, and require the Attaching Entity to submit in writing, within 30 days after the receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received within the specified time period, Attaching Entity shall remove the unauthorized attachments within 30 days of the final date for submitting the required application, or Licensor may remove the Attaching Entity's attachments or facilities without liability at the Attaching Entity's expense, except in the case of any negligence or willful misconduct of Licensor.

.02 Upon discovery of an unauthorized attachment, the Attaching Entity agrees to pay an amount equal to a minimum one year rent for any unauthorized attachments if Licensor cannot determine the date the unauthorized attachment was made. Attaching Entities who are repeat offenders will be brought to the attention of the Vermont Public Service Board. Should the Attaching Entity, at a future date, discover a copy of an attachment application or other satisfactory evidence that proves attachments were authorized by Licensor, Licensor will adjust the Attaching Entity's rental bill accordingly including any interest associated with the amount.

.03 No act or failure to act by Licensor with regard to any unauthorized attachment shall be deemed as license of such attachment; and if license should subsequently be issued, it shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Tariff.

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POLE.ATT:13.00 LIABILITY AND DAMAGES

.01 Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to the Attaching Entity for any interruption of the Attaching Entity's service or for interference with the operation of the Attaching Entity's communications services arising in any manner, except from Licensor's gross negligence and willful default, out of the use of Licensor's poles.

.02 The Attaching Entity shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and the Attaching Entity assumes all responsibility for any and all loss from such damage caused by the Attaching Entity's employees, agents or contractors. The Attaching Entity shall make an immediate report to Licensor and any other user affected by such damage of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.

.03 Licensor shall exercise precaution to avoid damaging the facilities of the Attaching Entity and of others attached to Licensor's poles, and Licensor assumes all responsibility for any and all loss from such damage caused by Licensor's employees, agents or contractors. Licensor shall make an immediate report to the Attaching Entity and any other user affected by such damage of the occurrence of any such damage and agrees to reimburse the respective parties for reasonable, direct costs incurred in making repairs.

.04 Except to the extent as may be caused by the negligence of the party seeking indemnification, Licensor and Attaching Entity shall each defend, indemnify and save harmless the other against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this tariff (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the party seeking indemnification, by reason of the following:

A. Any work or action done upon the poles licensed hereunder or any part thereof performed by the indemnifying party or any of its agents, contractors, servants, or employees;
B. Any use, occupation, condition, operation of said poles or any part thereof by the indemnifying party or any of its agents, contractors, servants, or employees;
C. Any act or omission on the part of the indemnifying party or any of its

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agents, contractors, servants, or employees, for which the party seeking indemnification may be found liable;

D. Any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by the indemnifying party or any of its agents, contractors, servants, or employees;

E. Any failure on the part of the indemnifying party to perform or comply with any of the covenants, agreements, terms or conditions contained in this tariff;

F. Payments made under any workers' compensation law or under any plan for employees disability and death benefits arising out of any use of the poles by the indemnifying party or any of its agents, contractors, servants, or employees;

G. The erection, maintenance, presence, use, occupancy or removal of the indemnifying party's facilities by it or any of its agents, contractors, servants, or employees or by their proximity to the facilities of other parties attached to the poles of the party seeking indemnification; provided that the indemnifying party shall defend, indemnify, and save harmless the party seeking indemnification against and from any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of the indemnifying party's agents, contractors, servants, or employees of any of the indemnifying party's contractors or agents; or by any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of the indemnifying party's agents, contractors, servants, or employees of any of the indemnifying party's contractors or agents.

.05 The provisions of this Article shall survive the expiration or earlier termination of any license issued hereunder.

.06 The Attaching Entity shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the Attaching Entity's attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of the Attaching Entity's poles, or otherwise.

.07 If the work on a pole is not completed within the allowed time because of delays

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caused by another entity attached to the pole, and Licensor is liable for any penalties or damages because of the delay, the entity causing the delay shall indemnify Licensor for the full amount of the penalty or damages paid.

.08 In no event shall the Licensor or Attaching Entity be liable to one another for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Agreement or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.

*Effective October 1, 2008.

POLE.ATT:14.00 TERMINATION OF LICENSE

.01 If Attaching Entity fails to comply with any of the terms or conditions of this Tariff, defaults, on any obligation hereunder, or maintains or uses its facilities in violation of any law and Attaching Entity fails to correct such noncompliance or default within sixty days after written notice from Licensor, Licensor may terminate all licenses for use of the specific poles involved in such default or noncompliance.

.02 If an insurance carrier at any time notifies Licensor that the insurance policies required under this Tariff will be canceled or changed so that tariff requirements will no longer be satisfied, Attaching Entity's license to attach to any of Licensor's poles terminates unless, prior to the effective date of such cancellation or change, Attaching Entity furnishes to Licensor current certificates of insurance for coverage in accordance with the provisions of this tariff.

.03 Any license or other authorization for Attaching Entity to attach to Licensor's poles issued or arising under this Tariff shall automatically terminate when Attaching Entity ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license.

.04 In the event authorization is terminated, Attaching Entity shall remove its attachments from Licensor's poles within 60 days from the date of termination; provided, however, that Attaching Entity shall be liable for and pay to Licensor all fees pursuant to the terms of this Tariff until Attaching Entity's attachments are removed from Licensor's poles. Any license issued under this tariff shall automatically terminate when the Attaching Entity ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license. Such automatic termination shall be stayed if the Attaching Entity has sought judicial or regulatory review of the decision that has acted to terminate such authority or, has declared that the Attaching Entity lacks such authority.

.05 When the Attaching Entity's facilities are removed from a pole or anchor, no attachment to the same pole or anchor shall be made until the Attaching Entity has first complied with all of the provision of this tariff as though no such pole or anchor

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attachment had been made previously and all outstanding charges due to Licensor for such pole or anchor have been paid in full.

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APPENDIX A TO POLE ATTACHMENT TARIFF

TOWN OF HARDWICK ELECTRIC DEPARTMENT

Rates for Pole Attachments Pursuant to P.S.B Rule 3.700

Applicability:

All cable TV attachments not also being used to provide local exchange service or competitive local exchange carrier (CLEC) on poles wholly or jointly owned by the Town of Electric Department. The terms and conditions of this tariff supersede all existing contractual terms and apply to all attachments existing prior to or made after January 1, 2002, notwithstanding the absence of written attachment authorization.

Rate and Charges:

	CABLE	CLEC OR OTHER
Annual pole rental, per attachment		
Wholly owned poles	$4.50 per year	$9.00 per year
Jointly owned poles	$2.25 per year	$4.50 per year
Field survey or inspection	Actual Cost	
Make-ready work		
Materials	Actual Cost	
Labor	Actual Cost	
Contractors	Actual Cost	

Licensor reserves all rights pursuant to Board Rule 3.706(D)(1)(a) with respect to attachments not fitting within the assumed rates set forth above and calculated in accordance with Rule 3.706(C).

Terms and Conditions:

Attachment fees are payable semiannually on March 31 for the period January 1 through June 30; and September 30 for the period July 1 through December 31. Fees are calculated on the number of attachments authorized on the first day of the applicable six-month period.

All fees and charges are due and payable 30 days after presentation of a bill. Late payments will be assessed a late payment of 1% per month on all unpaid balance, commencing 30 days after the date due and payable.

Terms and condition specific to attachment of facilities are contained in Section POLE.ATT of the Town of Hardwick Electric Department Service Rules and Regulations.

*Effective October 1, 2008.

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APPENDIX B-1 TO POLE ATTACHMENT TARIFF

APPLICATION AND POLE ATTACHMENT LICENSE

_____
(Pole-Owning Utility's Name)

Street Address_____

City and State_____

Date_____

In accordance with the terms and conditions of the Utility's Tariff for Pole Attachments, application is hereby made for a license to make attachments to _____ poles as indicated on Form B-2. This request will be designated Pole Attachment License Application Number _____.

_____
By_____
Tel. No._____

Pole Attachment Number _____ is hereby granted to make the attachments described in this application to _____ poles, as indicated on the attached Appendix Form B-2.

_____
(Name of Attaching Entity)
By_____
Title_____
Date_____
Tel. No._____

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APPENDIX B-2 TO POLE ATTACHMENT TARIFF

POLE DETAILS

_____ License Application Number_____
Attaching Entity

_____
Power Company involved

_____
Telephone Company involved

_____
Poles located in Municipality (Locale - if appropriate), County
Note: Provide separate sheets for each municipality)

Pole No.	Location	Attachment	Tax Dist.	Lic. No.	Lic Date

ATTACHING ENTITY HEREBY REQUESTS THE POLE-OWNING UTILITY TO PROVIDE AN ITEMIZED ESTIMATE OF POLE MAKE READY WORK REQUIRED AND ASSOCIATED CHARGES (APPENDIX FORM B-5).

_____

Title_____

*Effective October 1, 2008.

APPENDIX B-3 TO POLE ATTACHMENT TARIFF

AUTHORIZATION FOR FIELD SURVEY WORK

_____
Attaching Entity

In accordance with the Pole-Owning Utility's Pole Attachment Tariff, following is a summary of the estimated charges which shall apply to complete a field survey covering Pole Attachment License Application Number_____.

FIELD SURVEY CHARGES

FIELD SURVEY	NUMBER OF POLES	UNIT RATE	TOTAL
(1) POLE			
(2-5) POLES			
(6-10) POLES			
(11-200) POLES		PER POLE	
	TOTAL CHARGES		_____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of $_____.

_____
(Pole-Owning Utility)

By_____

Title_____

Address_____

_____

Tel. No._____

Date_____

The required field survey covering License Application No. _____is authorized and the costs therefore will be paid to Pole-Owning Utility in accordance with the pole-owning utility's tariff.

_____
(Attaching Entity)

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APPENDIX B-4 TO POLE ATTACHMENT TARIFF

AUTHORIZATION FOR POLE MAKE READY WORK

_____
Attaching Entity
Field survey work associated with your License Application No. _____dated _____ ____, 20__, for attachment to poles has been completed.

Following is a summary of the estimated make ready charges which will apply.

	Hours	Rate/Hour	Total
Make-Ready Work			
Labor	_____	_____	$_____
Material	_____	_____	_____
TOTAL			$

Attached, is an itemized estimate (Appendix Form B-5) of required pole make-ready work and associated charges.
If you wish us to complete the required make-ready work, please sign this copy below and return with an advance payment in the amount of $ _____.

_____
(Pole-Owning Utility)

By_____

Title_____

Tel. No._____
Date_____

Attaching Entity, By:_____

Title_____

Tel. No._____
Date_____

*Effective October 1, 2008.

APPENDIX B-5 TO POLE ATTACHMENT TARIFF

Sheet_____of _____

Poles located in Municipality, County, State: _____

Date Prepared: _____

Itemized Estimate of Pole Make-Ready Work and Charges

Pole Information		Make-Ready Work Requirements		Materials (5)			Labor (6)		
Pole-Owning Utility Pole # (1)	Location (2)	Description of Work (3)	Performed by (4)	No & Item	Unit Cost	Total	Hours	Rate/ Hour	Total

APPENDIX B-5 TO POLE ATTACHMENT TARIFF (CONTINUED)

*Effective October 1, 2008.

Sheet_____of _____

Attaching Entity: _____

_____ _____

CWO_____

Attaching Entity Application Number Number

*Effective October 1, 2008.

APPENDIX B-6 TO POLE ATTACHMENT TARIFF

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

Notice No._____

Date_____, 20___

_____:

In accordance with the terms of the Pole-Owning Utility's Pole Attachment Tariff, notice is hereby given that the attachments to the following poles in the City/Town/Village of _____covered by permit number _____ were removed on _____, 20 _____.

Street Name	Pole Number	(If Pole No. is not available) Street Number

Total number of poles to be discontinued _____

Said permit is to be canceled in its entirety/partially as above.

By:_____

Title:_____
(Attaching Entity)

Use of poles has been discontinued as above.
Pole-Owning Utility

Date:_____ By:_____

*Effective October 1, 2008.

APPENDIX B-7 TO POLE ATTACHMENT TARIFF

CERTIFICATE OF INSURANCE

Re: Pole Attachments/ Attaching Entities

This is to certify that the _____ of _____ (Insurance Company)_____ has issued policies of insurance, as described below and identified by a policy number to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect this certificate until thirty (30) days after written notice of such cancellation or change has been delivered to _____ ("Pole-Owning Utility") at _____.

1. Insured_____("Attaching Entity")

2. Address_____

3. Status of Insured: Corporation ___ Partnership ___ Individual ___

4. Location of Work Operations of Insured_____
_____

5. Description of Work Operations_____
_____

INSURANCE POLICIES IN FORCE

Form of Coverage	Policy Number	Policy Period
Workmen's Compensation		From To
Public Liability (Bodily Injury and Property Damage)		From To

Is the above-named Pole-Owning Utility named as additional insured under the Public Liability Policy?
Yes ___ No ___

LIMITS OF LIABILITY

Form of coverage	Bodily Injury	Property Damage
Workmen's Compensation	Statutory	XXXXX
	Each person $	each accident?
Public Liability without deductibles	each accident $	aggregate?

Date_____ _____
Insurance Company

Issued at _____

*Effective October 1, 2008.

EXHIBIT C
GUIDELINES FOR BROADBAND SERVICE PROVIDER ANTENNA SYSTEMS MOUNTED ON DISTRIBUTION POLES

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GUIDELINES FOR BROADBAND SERVICE PROVIDER ANTENNA SYSTEMS MOUNTED ON DISTRIBUTION POLES

1. INTRODUCTION

This document ("Guidelines") provides guidelines for Vermont's Pole-Owning Utilities ("Utilities") approach to requests for attachment of communication antennas and associated equipment to poles. Included within the Guidelines are descriptions of the Permit Application Process, Safety, and Construction requirements for the installation of Broadband Service Providers' ("Providers") antenna systems on distribution poles. The issues addressed in the Guidelines are technical in nature and concern matters attendant to the attachment of Broadband Service Providers' facilities to utility poles. The Guidelines do not address the issues associated with the procedures, commercial terms and conditions for such attachments as are otherwise incorporated in PSB Rule 3.700 or related utility pole attachment tariffs. The Guidelines are intended to be used in conjunction with the utility's pole attachment tariff ("Tariff"). To the extent that a Utility's Tariff addresses terms and matters covered in the Guidelines, or to the extent that there are conflicts between a Tariff and the Guidelines, the Tariff shall control.

2. PERMIT APPLICATION PROCESS

2.1. Unless otherwise provided for in a Utility's Tariff, the Utility and Provider will follow the Permit Application Process as set forth in this section. Before the Provider makes an attachment to any Utility-owned pole(s), it shall apply for and receive a pole attachment permit from the Utility.

a. Each permit will be evaluated on its own merits based on the Provider's choice of equipment and design of its network.

b. The Provider will at all times maintain compliance with the National Electric Safety Code ("NESC"), the National Electric Code ("NEC"), Blue Book-Manual of Construction Procedures, Vermont Occupational Health and Safety (1910-269), state and local laws, Vermont Public Service Board Rule 3.700 regulations and the Utility's construction standards and Tariff.

c. The permit process may differ based on whether the Provider has been issued a Certificate of Public Good and each Utility's individual Pole Attachment Tariffs in effect, Pursuant to PSB rule 3.702(C).

2.2. The Provider will submit, at its own expense, a set of design plans and specifications for each device or piece of equipment that the Provider proposes to be attached on the pole, for the Utility's review prior to the pre-construction survey.

2.3. A pre-construction survey is required for each pole for which the Provider is requesting an attachment to determine the adequacy of the pole to accommodate the attachments.

2.4. The Utility shall determine, based on the pre-construction survey, if its

attachments on the pole can be reasonably rearranged or replaced to accommodate the Provider's attachments. The Utility will complete all make-ready based on its own Tariffs and/or Pole Attachment Agreements. The Utility shall specifically provide its reasons for any denial of access, if the Provider's pole attachment request cannot be accommodated.

3. SUITABILITY FOR POLE ATTACHMENTS

Unless otherwise provided for in a Utility's Tariff, the Utility and Provider shall determine the suitability of the Utility's pole for the placement and maintenance of Pole attachments as set forth in this section.

3.1. The Utility shall determine the suitability of its poles for pole attachments on a case-by-case basis, pursuant to PSB Rule 3.701(C).

3.2. The Utility may offer the placement of a separate pole pursuant to PSB Rule 3.708(K).

3.3. Poles that carry primary electrical service that are not bucket truck serviceable may be deemed unsuitable for pole-top attachments, at the discretion of the Utility.

3.4. All attachments shall preserve climbing access to all facilities.

3.5. Antennas shall not be installed above the communications space on the pole types listed below. These pole types may restrict attachments in the communications space as well.

a. Regulator poles

b. Capacitor poles

c. Riser poles and underground dips for future risers

d. Neutral Isolation poles

e. Switch poles

f. Three phase transformer poles

g. Single phase transformer poles – unless the transformer's orientation can be rearranged such that future scheduled maintenance of the Utility's equipment wouldn't be hampered by the Provider's attached equipment.

h. Poles with two sets of cross arms where the cross arms occupy all four quadrants on the pole.

i. Poles that have structural repairs such as C-truss installations, fiberglass repair sleeve or have been identified as needing structural repair. Pole replacement will be required.

j. Poles with other attachments such as equipment including cross-connecting terminals, distribution terminals, load coil cases, apparatus cases, air dryers, CATV amplifiers or power supplies and any other equipment of significant size that is either pole- or strand-mounted.

k. Poles considered as congested. These are poles that support two or more feeders. The Utility's pole inspection shall determine any pole that could be exempted from this stipulation.

l. Poles with characteristics that do not guarantee the maximum permissible general public/uncontrolled exposure limits to Radio Frequency ("RF") radiation as indicated in Table 1 of FCC's Rule 47C.F.R. §1.1310.

3.6. For poles serviced by bucket trucks, all pole-top attachments must be accessible with the aerial lift device used by the Utility. The maximum height of the attachments will depend on the Utility's aerial lift trucks. Exact antenna height restrictions will be determined by field inspection at the proposed antenna location.

4. STRUCTURAL

Unless otherwise provided for in the Tariff, the Utility and Provider shall adhere to the Structural Guidelines as set forth in this section.

4.1. Antenna support structures shall be designed to withstand load requirements specified by the NESC. The Utility will determine the level of structural and design analysis required based on the specifics of the attachment request and the circumstances at the requested site, subject to the following conditions:

a. Pole-top attachments complying with the "Vermont Standard"[1] pole-top attachment design (if and when approved by the Utility) shall not require additional review by a structural engineer.

b. The Utility may require that a qualified Professional Engineer ("PE") perform an analysis at the Provider's expense, if the proposed attachment does not comply per 4.1.a. The Utility and the Provider shall mutually agree upon which PE to utilize. The Provider may submit the analysis with the application, or the Utility may obtain the analysis as a part of the make-ready process.

4.2. All attaching hardware used to support the mast and all equipment attached to the mast shall be galvanized or stainless steel, in new condition and capable of withstanding all designed loads.

4.3. Lock washers shall be used on all fastening hardware.

4.4. Split bolts with washers, perpendicular to an antenna support mast are required if the support bolts for the mast are within 12 inches of the top of the pole.

4.5. The Utility shall designate the quadrant or quadrants of the pole to be used by the Provider in order to minimize conflicts with pole climbing.

4.6. Pole-top attachments shall conform to the following specifications:

a. There shall be 48 inches of vertical separation between the highest energized conductor and the lowest attached antenna.

---

[1] The "Vermont Standard" is currently under design by the Vermont Telecommunications Authority.

b. All devices attached above the communication space shall be affixed to a single antenna mast.

c. For single-phase poles, the antenna mast shall be affixed to the opposite side of the pole from the energized conductor.

d. For three-phase poles, the antenna mast and associated equipment may be authorized by adding a longer cross-arm (if the existing cross-arm is not of sufficient length) or an out rigged configuration or by installing a taller pole, to accommodate the Utility's safe approach distance.

e. The antenna mast shall be of sufficient length to allow it to extend from the communications space through the safety and electric supply spaces and above the pole sufficiently to allow the antennas to be attached in compliance with 4.7.a.

f. The antenna mast shall be offset from the pole by approximately six inches.

g. The antenna mast shall serve as a conduit for all cables running between the communications space to the antennas, such that no cables are exposed in the safety or electric supply spaces.

4.7. Devices may be attached to streetlight support structures, as long as they conform to the following conditions:

a. The manufacturer's streetlight bracket specifications shall not be exceeded.

b. The total installation shall be less than twenty-five (25) pounds.

c. The installation shall not interfere with the operation and/or maintenance of the street light.

d. The street light bracket shall be ten (10) feet or shorter.

e. The street light bracket shall be a minimum of two (2) inch diameter arm.

f. Installation and maintenance on all attachments to street light brackets must be performed by qualified Utility personnel.

g. There will be no attachments to street light brackets which are mounted in the safety space, unless allowed by NESC.

4.8. The Provider shall include adequate fault current protection on all installations.

4.9. The Utility shall provide power to the Provider's equipment under an authorized Tariff or a special contract, which shall be filed with the Vermont Public Service Board.

5. GROUNDING

5.1. Grounding must comply with NESC, NEC, Utility Standards and Service Requirements, and the Tariff and is the responsibility of the Provider.

6. SAFETY

Unless otherwise provided for in a Utility's Tariff, the Utility and Provider will follow the Safety guidelines as set forth in this section.

6.1. It is the responsibility of the Provider to ensure its employees and contractors are trained to comply with 2.1.b.

6.2. The Provider must provide switches that shut off all power to and from its equipment. These switches must be clearly marked and accessible to all Utility personal. Utility personnel must be able to clearly determine by visible means that the RF output of the subject system is disabled. "Keep-out" tags shall be placed on the disconnecting devices during service on the pole.

6.3. The Provider is required to follow FCC signage requirements.

6.4. Any tree trimming in the Utility right of way required by the Provider will be coordinated through the Utility at the expense of the Provider. Any permits or rights-of-way required for tree trimming necessary to install, maintain, restore or otherwise service the distributive antenna system shall be obtained by the Provider in advance of any such work.

6.5. The Provider's personnel are not permitted to access the pole above the communications space. Only approved Utility personnel or contractors under the direction of an authorized Utility employee are permitted to access this section of the pole.

6.6. Provider shall maintain all equipment installed below the safety space.

6.7 The Provider shall provide identification apparatus tag(s) on its antenna equipment. The tag(s) shall include a 7 day 24 hour contact telephone number of an individual who can immediately respond to emergencies and outage requirements.

LINE EXTENSION POLICY

1. Purpose. To govern the method by which **Town of Hardwick 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 premise 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:

^{CP} TAX ADJ. = New Line + ^{PV} DEP – ^{SV} EXISTING

Where:

^{CP} TAX ADJ	=	Customer Payment, adjusted for any **Utility** tax liability
New Line	=	Total cost of relocating the line today
^{PV} DEP	=	Present value of any unrealized depreciation expense associated with the existing line
^{SV} 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

Town of Hardwick Electric Department

Tariff No. NM-1

Net Metering

Filed: July 2, 2018
Effective: July 1, 2018

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and Adjustors …….....page 5
Section 4 - Net metering Non By-passable Charges……page 13

Filed: July 2, 2018
Effective: July 1, 2018

1. Relationship to Public Utility Commission Net Metering Rules and State Statutes.

The Town of Hardwick Electric Department ("HED") acknowledges the existence of Vermont Public Utility Commission Rule 5.100, and the Revised Net Metering Program, as ordered by the Vermont Public Utility Commission on June 8, 2017, relative to net metering, as well as various state statutes governing net metering. Rule 5.100, the Revised Net Metering Program and the applicable statutes, as they may be amended from time to time, are hereby incorporated into and made a part of this tariff. To the extent that the applicable statutes, Rule 5.100, the Revised Net Metering Program, or any part thereof, may be inconsistent with this tariff, the applicable statutes, the Revised Net Metering Program, and/or Rule 5.100 shall control in accordance with law.

2. Solar Net Metering Credit; Metering Costs

Customers of HED entitled to a credit under 30 V.S.A. section 219a(h)(1)(K), as the statute existed on December 31, 2016, shall receive a credit per kWh, as set forth below, in accordance with the terms of that section, and shall, except as provided in 30 V.S.A. § 219a(h)(1)(I), as the statute existed on December 31, 2016, own any renewable energy credits associated with the production on which the credit is calculated. Should an additional meter at the premises of the net metering customer be necessary to implement this credit, the net metering customer shall bear the cost of the additional meter.

Solar Net Metering Credit is applicable, for a period of ten years, beginning with the project's installation date, to:

All projects whose completed application was filed prior to May 8, 2014:
$0.02115 per kWh

Projects whose completed application was filed on or after May 8, 2014 and before January 1, 2017:

Projects of 15 kW or less capacity:	$0.02115 per kWh
Projects greater than 15 kW capacity:	$0.01115 per kWh

Projects whose completed application was filed on or after January 1, 2017 are not eligible for the Solar Net Metering Credit.

3. Net Metering, Excess Generation Rate, Meter and Adjustors:

Excess Generation and the Blended Residential Rate:

A. For net metering systems whose completed certificate of public good ("CPG") application was filed on or after January 1, 2017, the blended residential rate, as provided for in section 5.127(A) of rule 5.100 or the Revised Net Metering Program, as ordered by the Vermont Public Utility Commission on June 8, 2017, is applicable to excess generation kWh, and is set forth below:

The Blended Residential Rate:	$0.15417 per kWh

The blended residential rate is the rate multiplied by excess generation kWh and applied as an additional credit on the customer's bill. For net metering systems directly interconnected to the electric system through a separate meter whose primary purpose is to measure the energy generated by the system, the Blended Residential Rate is applicable to all generated kWh.

B. For net metering systems who's completed CPG application was filed prior to January 1, 2017, and while the utility was accepting net metering applications, the rate applicable to excess generation kWh during the ten years following commissioning shall be:

1) For net metering systems not directly connected to the distribution system, the rate applied to excess generation kWh to calculate the monetized excess generation credit shall be the highest block rate paid by the customer for electricity provided by the utility.

2) For net metering systems connected directly to the distribution system and not serving a demand or time of use customer, the rate applied to all generation kWh to calculate the monetized excess generation credit shall be the highest block rate paid by the customer for electricity provided by the utility.

3) For net metering systems serving a demand or time of use customer and connected directly to the distribution system, the rate applied to all generation kWh to calculate the monetized excess generation credit shall be the residential tail block energy rate.

At the end of the 10-year period following commissioning the rate applied to excess generation kWh to calculate the monetized excess generation credit shall be as provided in Commission Rule 5.126 or its successor.

Production Meter:

For projects whose completed application was filed on or after January 1, 2017 installation of a production meter is required. The customer shall obtain the meter and approval of the meter location from HED. For a production meter that is installed behind the billing meter, HED shall charge the customer the cost of the meter plus installation, for differing installation types, as set forth below:

Residential / Commercial single phase	$185.04
Commercial / Industrial 3-phase	$300.54

The cost of production meter replacements will be borne by the customer. For projects that are directly connected to the distribution system through the production meter, the cost of the meter is included in the monthly customer charge for that account. All meters shall be installed in accordance with HED standards and shall remain the property of HED. The customer is responsible for owning and installing the appropriate wiring and meter socket, in accordance with HED standards, at an accessible outside location. For projects whose completed application was filed on or before December 31, 2016, and who elect to install a production meter, the requirements and charges shall be the same as for new projects set out above.

Group Net-Metering System Requirements

In addition to any other requirements set forth in 30 V.S.A. Sections 248 and 8010, and any applicable Board Rules, a group must file the following information with HED before a group system may be formed and served by the utility:

1. The meters to be included in the group system, all of which must be located within HED service territory.
2. The name and contact information for a designated person who is responsible for all communications from the group system to Hardwick, save for communications related to billing, payment, and disconnection.

3. A process for adding and removing meters in the group and an allocation of any credits among the members of the group. This allocation method must be based on percentages provided to HED by the group and may only be changed upon written notice to Hardwick by the designated contact person. Pre-Existing net metering systems whose completed application was filed prior to January 1, 2017, and while the utility was accepting net metering applications, may continue to use the allocation method established in that original application.

4. A binding process that does not include the utility, for resolving disputes among the members of a group relating to the net metering system.

Membership in Multiple Net-Metering Groups

Individual customer accounts may be enrolled only in one net-metering group at a time. Customers with multiple accounts may enroll each account in a separate net-metering group. The cumulative capacity of net-metering systems allocated to a single customer may not exceed 500 kW.

Energy Measurement For Group Net Metering Systems

For new group net metering systems that apply to receive service under this tariff after January 1, 2017, HED may require that all of the member meters be read on the same billing cycle.

For new group net metering systems that apply to receive service under this tariff after January 1, 2017, the customer must install a production meter to measure the electricity produced by the net-metering system. The customer shall obtain the meter, and approval of the meter location, from HED. For a production meter that is installed behind the billing meter, HED shall charge the customer the cost of the meter plus installation, for differing installation types, as set forth below:

Residential / Commercial single phase	$185.04
Commercial / Industrial 3-phase	$300.54

The cost of production meter replacements will be borne by the customer. For projects that are directly connected to the distribution system through the

production meter, the cost of the meter is included in the monthly customer charge for that account. All meters shall be installed in accordance with HED standards and shall remain the property of HED. The customer is responsible for owning and installing the appropriate wiring and meter socket, in accordance with HED standards, at an accessible outside location. For projects whose completed application was filed on or before December 31, 2016, and who elect to install a production meter, the requirements and charges shall be the same as for new projects set out above.

Group Systems Not Directly Connected to Hardwick's Grid

For customers who elect to wire group-net-metering systems such that they offset consumption on the billing meter, the billing meter establishes the billing determinants for the customer's bill based on the rate schedule for the customer. HED will measure the net electricity produced or consumed during each billing period. If the electricity consumed by the customer exceeds the electricity produced by the net-metering system, the customer will be billed the difference, net of any credit accumulated in the preceding 12 months. Except in the case of a pre-existing net metering system, credits may not be applied to non-by-passable charges as identified in this tariff.

If the electricity produced by the net-metering system exceeds the electricity consumed, the excess generation kWh will be allocated to group members based on the percentage allocations specified to HED by the group. Allocated kWh will be monetized at the applicable rate identified in Section 3 of this tariff. Except in the case of a pre-existing net metering system, the monetized credit will be applied to all charges on the customer's bill not identified as non-by-passable.

If application of the credit to such charges does not use the entire balance of the Credit, the remaining balance of the credit shall appear on the customer's bill and will be tracked, applied, or carried forward on group member bills. Any accumulated monetary credits shall be used by the customer within twelve (12) months or shall revert to HED without any compensation to the individual net metering system customer. Net metering credits, once allocated to a net metering customer, shall not be sold, re-assigned, re-allocated or otherwise transferred to another customer for any reason. Accumulation of monetary credits shall not result in any financial payments to the customer.

Group Systems Directly Connected to Hardwick's Grid

For group net-metering systems where the generation is directly connected to HED's grid and does not also offset any customer's billing meter, the electricity produced by the net-metering system will be allocated to the group members based on percentages specified to HED by the group, and monetized at the applicable rate identified in Section 3 of this tariff. Except in the case of a pre-existing net metering system, the monetized credit applies to all charges not identified as non-by-passable charges in this tariff.

If application of the credit to such charges does not use the entire balance of the Credit, the remaining balance of the credit shall appear on the customer's bill and will be tracked, applied, or carried forward on group member bills. Any accumulated monetary credits shall be used by the customer within twelve (12) months or shall revert to HED without any compensation to the individual net metering system customer. Net metering credits, once allocated to a net metering customer, shall not be sold, re-assigned, re-allocated or otherwise transferred to another customer for any reason. Accumulation of monetary credits shall not result in any financial payments to the customer.

The REC adjustor:

For projects whose completed application was filed prior to January 1, 2017, the REC adjustor is not applicable. For projects whose completed application was filed on or after January 1, 2017, and prior to July 1, 2018, the applicable REC adjustor is set forth below.

Positive REC Adjustor (+$0.03 per kWh):

A positive REC adjustor is applicable to projects that have elected to transfer all RECs to the utility and is three (3) cents per kWh to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative REC Adjustor (-$0.03 per kWh):

A negative REC adjustor is applicable to projects that have elected to retain ownership of all RECs and is three (3) cents per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

For projects whose completed application was filed on or after July 1, 2018 and prior to July 1, 2019, the applicable REC adjustor is set forth below.

Positive REC Adjustor (+$0.02 per kWh):

A positive REC adjustor is applicable to projects that have elected to transfer all RECs to the utility and is two (2) cents per kWh to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative REC Adjustor (-$0.03 per kWh):

A negative REC adjustor is applicable to projects that have elected to retain ownership of all RECs and is three (3) cents per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

For projects whose completed application was filed on or after July 1, 2019, the applicable REC adjustor is set forth below.

Positive REC Adjustor (+$0.01 per kWh):

A positive REC adjustor is applicable to projects that have elected to transfer all RECs to the utility and is one (1) cent per kWh to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative REC Adjustor (-$0.03 per kWh):

A negative REC adjustor is applicable to projects that have elected to retain ownership of all RECs and is three (3) cents per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

The Siting Adjustor:

For projects whose completed application was filed prior to January 1, 2017, the Siting Adjustor is not applicable.

Positive Siting Adjustor:

A positive siting adjustor is the $ per kWh rate to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative Siting Adjustor:

A negative Siting adjustor is the $ per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

Siting Adjustor Categories

- Category I – a net-metering system that has a capacity of 15 kW or less
- Category II – a net-metering system that has a capacity greater than 15 kW and less than or equal to 150 kW, and is sited on a preferred site (as defined in Rule 5.100)
- Category III – a net-metering system that has a capacity greater than 150 kW and less than or equal to 500 kW, and is sited on a preferred site (as defined in Rule 5.100)
- Category IV – a net-metering system that has a capacity greater than 15 kW and less than or equal to 150 kW, and that is not located on a preferred site (as defined in Rule 5.100)

For projects whose completed application was filed on or after January 1, 2017 and prior to July 1, 2018, the applicable Siting Adjustor is set forth below:

- Category I = (+$.01 per kWh) / 1 cent per kWh;
- Category II = (+$.01 per kWh) / 1 cent per kWh;
- Category III = (-$.01 per kWh) / negative 1 cent per kWh;
- Category IV = (-$.03 per kWh) / negative 3 cents per kWh;

Hydroelectric facilities = (zero per kWh) / 0 cents per kWh.

For projects whose completed application was filed on or after July 1, 2018, the applicable Siting Adjustor is set forth below:

- Category I = (+$.01 per kWh) / 1 cent per kWh;
- Category II = (+$.01 per kWh) / 1 cent per kWh;
- Category III = (-$.02 per kWh) / negative 2 cents per kWh;
- Category IV = (-$.03 per kWh) / negative 3 cents per kWh;

Hydroelectric facilities = (zero per kWh) / 0 cents per kWh.

4. Net Metering Non By-passable and Other Requirements:

Non-by-passable Charges:

For net metering projects whose completed CPG applications were filed on or after January 1, 2017, the following charges on the customer's bill are non-by-passable and shall not be offset through the use of net metering credits:

- The Customer Charge
- The Energy Efficiency Charge
- Energy Assistance Program Charge
- On Bill Financing Charge and Any Equipment Rental Charge.

For net metering projects whose completed CPG applications were filed prior to January 1, 2017, and whose completed application was filed at a time when net metering was being offered by the electric company pursuant to 30 V.S.A. section 219a(h)(1)(K), as the statute existed as of December 31, 2016, net metering credits may be used to offset non-by-passable charges for the ten year period beginning with the date the project was commissioned; after the initial ten year period net metering credits may not be used to offset the non-by-passable charges enumerated above.

Other Requirements:

HED will charge a monthly Account Maintenance Fee of $8.85 per month which shall apply to all net metering systems whose completed applications for a CPG are filed on or after January 1, 2017.

For customers seeking to install and operate a net metering system, HED requires that an energy efficiency audit be completed, and a copy of the audit report shall be provided to HED. Residential customers with historic monthly usage of less than 750 kWh are excepted from this requirement.