

Title Sheet  
original page 1

**Town of Hardwick Electric Department**

**Tariff No. TC-1**

**Terms and Conditions**

**Applicable to All Rates for Electric Service**

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Table of Contents  
original page 2

Title sheet.....page 1  
Table of Contents.....page 2  
Section 1.A - Applicability..... page 3  
Section 1.B - Relationship to Public Service Board Rules..... page 3  
Section 1.C - Superseding of Prior Terms and Conditions.....page 3  
Section 2 – Reconnection, disconnection and miscellaneous fees....page 4  
Section 3 – Collection of charges at customer premises .....page 5  
Section 4- Returned checks.....page 6  
Section 5 - Hook up of temporary service.....page 7  
Section 6 – Other services.....page 8  
Section 7 - Customer calls where issue is not attributable  
to Company.....page 9  
Section 8 - Late payment charges.....page 10  
Section 9 - Company not liable for losses, damage or injury.....page 11  
Section 10 - Tampering with equipment; theft of property or  
services.....page 12  
Section 11 – No resale of electricity.....page 13  
Section 12- Vermont Utilities Service Requirements Manual.....page 14  
Section 13 – Temporary inapplicability of terms and conditions.....page 15

Attachment A - Vermont Utilities Service Requirements Manual

**1.**

**A. Applicability.**

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 These terms and conditions shall remain in effect until superseded by amended filings or by operation of law.

**B. Relationship to Public Service Board Rules.**

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

**C. Superseding of prior Terms and Conditions.**

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

## **2. Reconnection, Disconnection and Miscellaneous fees**

The Company will charge customers the following amounts:

Disconnection whether or not upon late notice: no charge

Reconnection during normal business hours whether or not upon late notice:  
\$30.00

Disconnection for tampering with equipment or theft of property or services  
in violation of section 10 of these terms and conditions: \$150.00

Reconnection after tampering with equipment or theft of property or services  
in violation of section 10 of these terms and conditions: \$150.00

Reconnection after hours whether or not upon late notice (to the extent  
Company personnel are available): \$90.00

**3. Collection of charges at customer premises.**

Where it is reasonably necessary for the Company to go to the customer's premises or some other location in order to attempt to secure collection of outstanding charges, or deliver any notice required by Public Service Board Rules, the Company may assess a fee of \$20.00 for each such visit; provided, however, that such notice shall not apply to visits occurring prior to the sending of notice by the Company in accordance with Public Service Board Rule 3.301(C). This charge shall also apply to circumstances where the customer calls and makes payment arrangement with the office of the Company while Company personnel are at the customer's premises or other location to attempt to secure collection.

**4. Returned checks.**

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

## **5. Hook up of Temporary Service**

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

## **6. Other services**

For other services not covered by these terms and conditions or other tariffs of the Company, the Company shall provide the customer with a written estimate for the work. The Company shall collect the full amount of the written estimate prior to beginning the work, and shall collect the balance, or refund any amount by which the estimate exceeds the cost of the work, within 30 days of rendering by the Company of the bill for the work.

Nothing in this provision shall obligate the Company to provide specific services not required by law.

**7. Customer calls where issue is not attributable to Company.**

In instances where the Company responds to a “no power” or other call from a customer, and the issue is attributable to circumstances on the customer side of the meter and not to the Company, the Company shall bill customer an amount reflecting the expenses incurred by the Company (typically the time of two employees and appropriate Company vehicles) in connection with the response. Such amount is typically not less than \$120.00 during business hours and not less than \$400.00 after hours. The Company shall take reasonable steps to encourage the customer to call an electrician or pursue other options prior to responding pursuant to this section.

**8. Late payment charges.**

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

**9. Company not liable for losses, damage or injury.**

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

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

**10. Tampering with equipment; theft of property or services.**

The Company shall have the right to disconnect service immediately, and to charge a disconnection fee as set forth in section 2 of these terms and conditions, upon its reasonable ascertainment that customer or customer's family members, cohabitants, tenants, agents or employees have committed any criminal act relative to the electric service provided by the Company, including but not limited to theft of electricity or theft of, tampering with or vandalizing Company property in any way. The Company shall not be obligated to reconnect service absent complete restitution for any and all damage and loss suffered by the Company.

**11. No resale of electricity.**

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

## **12. Vermont Utilities Electric Service Requirements Manual**

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

**13. Temporary inapplicability of terms and conditions.**

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