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State of Vermont
Public Service Board

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DEC 27 2010

December 23, 2010

VERMONT PUBLIC POWER
SUPPLY AUTHORITY

David John Mullett, Esq., General Manager
Vermont Public Power Supply Authority
5195 Waterbury-Stowe Rd.
Waterbury Center, VT 05677-0298

Re: Village of Hyde Park Electric Department
Tariff No. 8193

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 November 10, 2010, on behalf of the Village of Hyde Park Electric Department. The proposed filing revises the Company's Terms and Conditions of service. On December 15, 2010, the Company amended the filing based on discussions with the Department of Public Service ("Department"). On December 17, 2010, the filing was further amended to correct a clerical error.

On December 17, 2010, the Department, pursuant to 30 V.S.A. Section 225, informed the Board that it had reviewed the filing, as amended, and recommended that it be allowed to take effect without further investigation or hearing.

Accordingly, the Board accepts the Department's recommendation and approves the filing, as amended, to take effect as of January 1, 2011.

Very truly yours,

A handwritten signature in black ink that reads "Susan M. Hudson".

Susan M. Hudson
Clerk of the Board

jcw

cc: Ellen Burt, Village of Hyde Park Electric Department
Department of Public Service

Title Sheet
original page 1

Village of Hyde Park Electric Department

**Tariff No. TC-1
Terms and Conditions
Applicable to All Rates for Electric Service**

Filed: December 15, 2010
Effective: January 1, 2011

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1.

A. Applicability.

These terms and conditions apply to all customer classes and all ratepayers served by the Village of Hyde Park 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 These terms and conditions shall remain in effect until superseded by amended filings or by operation of law.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 final bill processing fees

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

Reconnection upon late notice: \$30.00

Reconnection not upon late notice: \$25.00

Reconnection after hours whether or not upon late notice (to the extent Company personnel are available): \$60.00

Disconnection for tampering with equipment or theft of property or services in violation of section 8 of these terms and conditions: \$150.00

Final bill processing fee: \$10.00

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, the Company may assess a fee of \$10.00 for each such visit; provided, however, that such notice shall not apply to visits occurring prior to the sending of notice by the Company in accordance with Public Service Board Rule 3.301(C). This charge shall apply to circumstances where the customer calls and makes payment arrangement with the office of the Company while Company personnel are at the customer's premises or other location to attempt to secure collection.

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 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 \$15.00, shall be added to the customer's next monthly bill.

5. Hook up of temporary service and location of secondary service

If the Company performs a hook up of temporary service, or a location of secondary service, at the request of a customer, the customer shall pay in advance a flat fee of \$60.00 for the hookup. 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. 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.

7. 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.

8. 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.

9. Customer deposits.

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

10. Costs of collection.

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

11. Lien rights.

The Company may, to the fullest extent allowed by law, obtain and execute on liens against any person or entity owing monies to the Company under any tariff of the Company, and may also obtain and execute on any lien against any property to which electric service is or has been rendered by the Company.

12. No resale of electricity.

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.

13. Temporary inapplicability of terms and conditions.

Notwithstanding any other provisions of these terms and conditions, the Company may disconnect service, decline to reconnect service, and take such other actions as may be necessary for reasons of health and safety, whether during natural disasters or other emergency situations.