

VERMONT PUBLIC POWER SUPPLY AUTHORITY

5195 Waterbury-Stowe Road • Waterbury Ctr., VT 05677
(802) 244-7678

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May 31, 2011

HAND DELIVERED

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

re: Village of Johnson Water & Light Department Terms and Conditions


Dear Mrs. Hudson:

Enclosed please find an original and nine copies of both clean and red lined Terms and Conditions for the Village of Johnson Water & Light Department, to take effect on July 15, 2011. Consistent with our telephone discussion of last week with you and representatives of the Department of Public Service, this version amends the May 25, 2011 approved tariff by restoring the payment plan provision and attachment that constituted section 10 and attachment 1, respectively, of the version filed on April 15, 2011. The language of those items remains unchanged, though they now are denominated as section 12 and attachment 2. No other changes from the May 25th approved version are incorporated or intended. It is our understanding that proceeding in this fashion will enable the Board to schedule the informal proceeding that it contemplates surrounding the payment plan provision issues that have caused the Department concern relative to the Johnson, Swanton and Morrisville terms and conditions.

The Department of Public Service has been served with this filing.

Thank you for your consideration.

Very truly yours,



David John Mullett

cc: Village of Johnson Water & Light Department
Vermont Department of Public Service

Title Sheet
original page 1

Village of Johnson Water & Light Department

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

Filed: May 31, 2011
Effective: July 15, 2011

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 a notice required by Public Service Board Rules, 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 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 any 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. 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.
- f. Any claim of lack of notice to any landlord regarding the status of a tenant relative to electric service.

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. 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.

10. 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.

11. 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.

12. Timing of execution of repayment plans

Absent good cause established by the customer, the Company may require that repayment plans under Public Service Board Rule 3.300 be executed in writing within the notice periods established by Rule 3.301(C). In circumstances where coming to the Company's office to execute a plan is shown by the customer to cause unreasonable hardship, execution of the repayment plan may occur by other reliable means such as facsimile, electronic mail or mail. Payment agreements may also be made over the phone in circumstances where coming to the Company's office to execute a plan is shown by the customer to cause unreasonable hardship. The phone agreement shall be reduced to writing by Company completing an "Agreement for Payment of Delinquent Accounts" document substantially in the form of that appended as attachment 2 to these Terms and Conditions, noting the date and time and the name of the person making the phone agreement, and mailing a copy to the customer within three business days. Such agreement shall be binding on the parties.

VILLAGE OF JOHNSON WATER & LIGHT DEPARTMENT

PO Box 603

Johnson, Vermont 06565

Phone: (802) 635-2611

www.townofjohnson.com

Fax: (802) 635-2393

Agreement for Payment on Delinquent Accounts

Whereas; I have been issued a Disconnect Notice by the VILLAGE OF JOHNSON for failure to pay delinquent accounts on Electric, Water and or Sewer accounts, in order to avoid disconnection of said services I _____, herein agree to the following terms in order to bring my delinquent account(s) current:

Electric Account #:	_____	Water/Sewer Account #:	_____
Amount in arrears:	_____	Amount in arrears:	_____
Today's payment:	_____	Today's payment:	_____
Balance due:	_____	Balance due:	_____

I understand that if I fail to make timely agreed upon payment(s), or my payment is disallowed for insufficient funds, in accordance with this agreement, that the full delinquent amount(s) become due and payable, and that I will be subject to disconnection of service in accordance with the rules and laws governing disconnections. I further understand that if my service is disconnected I am responsible for reconnection fees currently in effect (electric: \$20.00 regular hours and \$60.00 after hour and water/sewer: \$25.00 regular hours and \$37.50 after hours). If you feel that we are not reasonable in our repayment plan terms, you may contact the Consumer Affairs Division of the Department of Public Service for assistance and advice at 1-800-622-4496, TTYITDD number 1-800-734-8390 (toll free) or 802-828-2332, 120 State St., Montpelier, VT 05602 Monday - Friday (except holidays) between 8:00a.m. and 4:00p.m. They will also provide you with information on how to submit any dispute to the Public Service Board.

I agree to make payments to the Village of Johnson on a:

weekly _____ monthly _____ other _____

basis until the delinquent amounts are paid in full.

Amount of payment agreed to per each account:

Electric \$ _____ Water/Sewer \$ _____

Day of week payment is to be made:

Electric _____ Water/Sewer _____

Date of Agreement: _____

Customer Signature: _____

Village of Johnson by its duly authorized Agent: _____

Title Sheet
original page 1

Village of Johnson Water & Light Department

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

Filed: ~~May 31~~ May 25, 2011
Effective: ~~July 15~~, 2011

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Attachment 1 - Vermont Utilities Service Requirements Manual
Attachment 2 - Agreement for Payment of Delinquent Accounts

1.

A. Applicability.

These terms and conditions apply to all customer classes and all ratepayers served by the Village of Johnson Water & Light 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.

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Village of Johnson by its duly authorized Agent: _____