

VERMONT PUBLIC POWER SUPPLY AUTHORITY

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January 28, 2011

HAND DELIVERED

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

re: Village of Lyndonville Electric Department Terms and Conditions
Tariff filing TC-1

Dear Mrs. Hudson:

Enclosed please find an original and nine copies of Terms and Conditions for the Village of Lyndonville Electric Department, to take effect on March 15, 2011. We have not provided a redline/strikeout version, as these Terms and Conditions do not appear to replace anything that we have found to be on file with the Board. We have also only included a single copy of attachment 1 given its large size, but have provided the entire filing by e mail, and are happy to provide additional copies of the attachment if the Board would like them.

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 Lyndonville Electric Department
Vermont Department of Public Service

Title Sheet
original page 1

Village of Lyndonville Electric Department

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

Filed: January 28, 2011
Effective: March 15, 2011

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Attachment 1 – Vt. Utilities Electric Service Requirements
Manual (119 total pages)

1.

A. Applicability.

These terms and conditions apply to all customer classes and all ratepayers served by the Village of Lyndonville Electric Department (“the Department”). These terms and conditions shall remain in effect until superseded by amended filings or by operation of law.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 Department 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 Department, or both, except that they do not replace alter or amend the Department’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. Vermont Utilities Electric Service Requirements Manual

The Department 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 Department recognizes that the Manual is, by its own terms, intended to serve as a guide, and that work practices of the Department, regulatory requirements or other factors may require good faith deviation from the Manual in a given situation.

3. Reconnection and Disconnection fees

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

Disconnection whether or not upon late notice: no charge

Reconnection during business hours whether or not upon late notice: \$50.00

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

Disconnection for tampering with equipment or theft of property or services in violation of section 11 of these terms and conditions: \$150.00

4. Collection of charges at customer premises.

Where it is reasonably necessary for the Department to go to the customer's premises or some other location in order to attempt to secure collection of outstanding charges, the Department may assess a fee of \$15.00 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 Department while Department personnel are at the customer's premises or other location to attempt to secure collection.

5. Returned checks.

- a. Should more than one check issued by a customer for payment of any service offered by the Department be returned for insufficient funds, the Department 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 Department 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.

6. Hook up of Temporary Service

If the Department performs a hook up of temporary service at the request of a customer, the customer shall pay in advance a flat fee of \$120.00 for the hookup. Temporary service shall not remain in effect for longer than six months, absent good cause as determined by the Department in its reasonable discretion.

7. Other services

For other services not covered by these terms and conditions or other tariffs of the Department, the Department shall provide the customer with a written estimate for the work. The Department 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.

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

8. Customer calls where issue is not attributable to the Department.

In instances where the Department 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 Department, the customer shall pay a charge of \$100.00 during business hours and \$180.00 after business hours (to the extent Department personnel are available after business hours). The Department shall take reasonable steps to encourage the customer to call an electrician or pursue other options prior to responding pursuant to the section.

9. Late payment charges.

The Department 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 the Department in calculating the threshold delinquency amount under Rule 3.302(B)(1) or any successor rule.

10. Department not liable for losses, damage or injury.

The Department 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 Department's equipment; or
- e. Any other cause, including acts of nature, not resulting from the sole negligence of the Department.

11. Tampering with equipment; theft of property or services.

The Department shall have the right to disconnect service immediately, and to charge a disconnection fee as set forth in section 3 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 Department, including but not limited to theft of electricity or theft of, tampering with or vandalizing Department property in any way. The Department shall not be obligated to reconnect service absent complete restitution for any and all damage and loss suffered by the Department.

12. Customer deposits.

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

13. Costs of collection.

In instances where the Department 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.

14. Lien rights.

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

15. 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 Department without the written consent of the Department. Any such resale or transfer shall be grounds for immediate disconnection by Department to the fullest extent permitted by law.

16. Temporary inapplicability of terms and conditions.

Notwithstanding any other provisions of these terms and conditions, the Department 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.