

Village of Northfield Electric Department

Terms and Conditions Applicable to All Rates for Electric Service



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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 Village of Northfield Electric Department (“the Company”). These terms and conditions shall remain in effect until superseded by amended filings or by operation of law

1.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.

1.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, net metering 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 Company incorporates into these Terms and Conditions the Vermont Utilities Service Requirements Manual, 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.

3. Reconnection and Disconnection fees:

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

Where it is reasonably necessary for the Company to go to the customer's premises or some other location in order to seek collection of outstanding charges following issuance of a disconnection notice to that customer, the Company may assess a fee of \$35.00 for each such visit.

Disconnection upon late notice: \$35.00

Disconnection of seasonal customers and other non delinquent customers during business hours of the Company: \$35.00

Reconnection during business hours upon late notice: \$35.00

Reconnection after hours upon late notice (to the extent Company personnel are available): \$150.00

Reconnection of seasonal customers and other non delinquent customers: \$35.00

Account set up fee: \$20.00

Final bill processing fee: \$20.00

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. 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.

6. 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 costs incurred by the Company in connection with the response. 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.

7. Late payment charges.

The Company will assess a late payment charge of 1% per month on all delinquent account balances.

8. Hook up of Temporary Service

For the hook up of temporary service for the Company at the request of a customer, the customer shall pay in advance an estimated cost, provided in writing by the Company, for the temporary service and then billed/credited the difference from the actual cost incurred by the Company.

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 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. 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.

