

SWANTON VILLAGE
ELECTRIC DEPARTMENT
RESIDENTIAL SERVICE
SCHEDULE "A"

AVAILABLE:

All territory served.

APPLICABLE:

For residential, farm, and camp customers for single-phase service through one meter. Customers with consumption of 1,800 kWh or more, measured on a rolling 12 month average basis, will be served under the provisions of Residential Rate A-D.

VOLTAGE:

Single-phase – 120/240 volts (nominal);
Largest motor permitted: 5 horsepower

MONTHLY RATE:

The sum of the following:

Customer charge	\$ 6.85
Per kWh	\$ 0.12133

WATER HEATER RIDER:

The customer may elect to install utility approved peak/off-peak control for electric water heating. Where electricity is the only source of water heating, such customer will receive a credit of \$8.06 per month. Swanton Village represents the service will be energized no less than twelve (12) hours per day.

MINIMUM BILL:

Customer charge, per month, plus any kWh charges.

TERMS:

Bills are due when rendered.

Swanton Village reserves the right to collect a deposit, subject to Rule 3.200 of the Rules and General Orders of the Vermont Public Service Board, in an amount equal to 2/12 of a reasonably estimated annual bill for the account. The deposit will be refunded with accrued interest when the service is discontinued and the account is settled, or upon demonstration of 12 months satisfactory payment of bills for service, whichever occurs first.

LATE PAYMENT CHARGE:

There will be 1% late payment charge assessed on all account balances over 30 days in arrears for all customers who have not otherwise made arrangements with Swanton Village.

EFFECTIVE DATE:

Effective on service rendered on or after September 22, 2016.

SWANTON VILLAGE
ELECTRIC DEPARTMENT
RESIDENTIAL DEMAND SERVICE
SCHEDULE "A-D"

AVAILABLE:

All territory served, on annual agreement basis.

APPLICABLE:

This rate is available to residential, farm, and camp customers receiving single-phase service through one meter. This rate is mandatory for all residential, farm, and camp customers with monthly consumption equal to or greater than 1,800 kWh, measured on a rolling 12 month average basis.

A customer may elect to cease taking service under this tariff after demonstrating for a measured 12 month average usage of less than 1,800 kwh for a minimum of three consecutive months. Immediately following such a demonstration, the customer may inform the electric department of their desire to be served under any other applicable residential tariff or may continue to take service under this tariff if they so desire.

In the event that installed electric heat and hot water is removed from a dwelling being served under this tariff and such removal is verified by the Electric Department, and is in the Electric Department's judgment likely to reduce loads to less than 1,800 kWh, measured on a 12 month average basis,, the customer may then elect to take service under any other applicable residential tariff. If such a customer subsequent to such a removal re-qualifies for the Schedule A-D rate, they shall then be switched to Schedule A-D. They must remain on the rate and meet the normal criteria for switching to another tariff as laid out in the second paragraph of this section.

VOLTAGE:

Single-phase – 120/240 volts (nominal)

MONTHLY RATE:

The sum of the following:

Customer charge	\$ 11.33
Per kWh	\$ 0.07577
Per kW (Demand)	\$ 9.17

BILLING DEMAND:

The billing demand each month will be the greater of the measured demand for the current month or 85% of the highest recorded demand established during the preceding eleven (11) months.

WATER HEATER RIDER:

The customer may elect to install utility approved peak/off-peak control for water heating. Where electricity is the only source of water heating, such customer will receive a credit of \$ 8.06 per month. Swanton Village represents the service will be energized no less than twelve (12) hours per day.

MINIMUM BILL:

Customer charge, plus the minimum demand charge of 85% of the highest recorded 15 minute integrated kilowatt demand established during the preceding eleven (11) months, plus any kWh charges.

TERMS OF AGREEMENT:

Bills are due when rendered.

Agreement runs for one year and from year to year thereafter. Swanton Village reserves the right to collect a deposit, subject to Rule 3.200 of the Rules and General Orders of the Vermont Public Service Board, in an amount equal to 2/12 of a reasonably estimated annual bill for the account. The deposit will be refunded with accrued interest when the service is discontinued and the account is settled, or upon demonstration of 12 months satisfactory payment of the bill for service, whichever occurs first.

LATE PAYMENT CHARGE:

There will be a 1% late payment charge assessed on all account balances over 30 days in arrears for all customers who have not otherwise made payment arrangements with Swanton Village.

EFFECTIVE DATE:

Effective on service rendered on or after September 22, 2016.

SWANTON VILLAGE
ELECTRIC DEPARTMENT
COMMERCIAL SERVICE

SCHEDULE "B"

AVAILABLE:

All territory served.

APPLICABLE:

To lighting and single-phase power requirements for business establishments such as stores, shops, clubs, offices, restaurants, schools, hotels, beauty and barber shops, lodges, service stations, and other service type customers. Customers with consumption greater than 10,000 kWh or more per month during two consecutive months during the previous eleven (11) month period will be served under the provisions of Industrial Rate D.

VOLTAGE:

Single-phase – 120/240 volts (nominal)
Largest motor permitted: 5 horsepower

MONTHLY RATE:

The sum of the following:

Customer charge	\$ 7.92
Per kWh	\$ 0.13935

WATER HEATER RIDER:

The customer may elect to install utility approved peak/off-peak control for water heating. Where electricity is the only source of water heating, such customer will receive a credit of \$ 8.06 per month. Swanton Village represents the service will be energized no less than twelve (12) hours per day.

MINIMUM BILL:

The Customer Charge per month, plus any per kWh charges.

TERMS:

Bills are due when rendered.

Swanton Village reserves the right to collect a deposit, subject to Rule 3.200 of the Rules and General Orders of the Vermont Public Service Board, in an amount equal to 2/12 of a reasonably estimated annual bill for the account. The deposit will be refunded with accrued interest when the service is discontinued

and the account is settled, or upon demonstration of 12 months satisfactory payment of bills for service, whichever occurs first.

LATE PAYMENT CHARGE:

There will be a 1% late payment charge assessed on all account balances over 30 days in arrears for all customers who have not otherwise made payment arrangements with Swanton Village.

EFFECTIVE DATE:

Effective on service rendered on or after September 22, 2016.

SWANTON VILLAGE
ELECTRIC DEPARTMENT
INDUSTRIAL AND LARGE COMMERCIAL SERVICE

SCHEDULE "D"

AVAILABLE:

All territory served.

APPLICABLE:

To all industrial and large commercial customers with single-phase or three-phase power requirements. This rate is mandatory for all three-phase customers. Single-phase customers with consumption greater than 10,000 kWh or 30 kW or more per month for two consecutive months during the previous eleven (11) month period are required to take service under this rate.

A single-phase customer may elect to cease taking service under this rate by demonstrating a measured demand of less than 30 kW per month for two consecutive months during the previous eleven (11) month period. Following such demonstration, and providing that the conditions of the tariff have not been subsequently violated, the customer may elect to take service under Commercial Rate B.

VOLTAGE:

120/208, 277/480 volts, three-phase. 2,400, 12,470/7,200 three-phase where presently available, 120/240 single-phase.

MONTHLY RATES:

The sum of the following:

Customer charge	\$ 29.48
Per kWh (Energy)	\$ 0.07887
Per kW (Demand)	\$ 14.54

BILLING DEMAND:

The billing demand each month will be the greater of the measured demand for the current month or 85% of the highest recorded demand established during the preceding 11 months.

PRIMARY METERING DISCOUNT:

Customers metered on the primary side of their transformers shall receive a primary metering discount of 2.5 percent of kWh and of kW,

TRANSFORMER OWNERSHIP DISCOUNT:

\$ 0.55 per kW of demand where customer furnished the necessary transformers.

POWER FACTOR:

For each one percent by which the average monthly power factor lags below 90%, the demand charge shall be increased 1%.

MINIMUM BILL:

Customer charge, plus the minimum demand charge of 85% of the highest recorded 15 minute integrated kilowatt demand established during the preceding eleven (11) months, plus any kWh charges.

TERMS:

Bills are due when rendered.

Swanton Village reserves the right to collect a deposit, subject to Rule 3.200 of the Rules and General Orders of the Vermont Public Service Board, in an amount equal to 2/12 of a reasonably estimated annual bill for the account. The deposit will be refunded with accrued interest when the service is discontinued and the account is settled, or upon demonstration of 12 months satisfactory payment of bills for service, whichever occurs first.

LATE PAYMENT CHARGE:

There will be a 1% late payment charge assessed on all account balances over 30 days in arrears for all customers who have not otherwise made payment arrangements with Swanton Village.

EFFECTIVE DATE:

Effective on service rendered on or after September 22, 2016.

SWANTON VILLAGE
ELECTRIC DEPARTMENT
MUNICIPAL STREET LIGHTING SERVICE

SCHEDULE "MS"

AVAILABLE:

To be available for street lighting purposes and billed to the appropriate municipality within Swanton Village Electric Department's ("Swanton") service territory for Swanton-owned or Customer-owned street lighting equipment. Mercury vapor fixtures are not available for new installation and will be replaced at the end of their useful life with lighting determined appropriate by Swanton at the rates set forth below. Swanton will be the sole judge as to the end of a street lighting fixture's useful life.

APPLICABLE:

To overhead lighting for public streets and public ways where existing overhead distribution facilities are available for installation. Service is available at 120/240 volts single-phase, multiple. Series connected systems restricted.

DURATION:

The term of service is one year from the date of installation and thereafter until cancelled by the Customer on 60 days written notice.

HOURS OF OPERATION

Street lights which are photo-cell controlled shall be operated from one-half hour after sunset until one-half-hour before sunrise, a total of approximately 4,294 hours each year.

SWANTON-OWNED STREET LIGHT EQUIPMENT ON SWANTON POLES

MONTHLY RATES: (Payable in U.S. Currency)

Per Fixture:

100 Watts HPS	\$ 6.91
250 Watts HPS	\$ 17.28
175 Watts MV	\$ 12.09
400 Watts MV	\$ 27.64
1000 Watts MV	\$ 69.10

250 Watts MH	\$ 17.28
400 Watts MH	\$ 27.64

LED Lighting

2 BAR LED	53 Watt	\$ 3.66
3 BAR LED	80 Watt	\$ 5.53
4 BAR LED	103 Watt	\$ 7.11

CUSTOMER-OWNED STREET LIGHT EQUIPMENT ON CUSTOMER-OWNED POLES

On Customer owned poles, 1) the Customer will furnish and install all poles and associated equipment either overhead or underground with specifications subject to Swanton's prior approval or 2) the Customer may request Swanton to install, in compliance with Swanton standards, all poles and associated equipment based on a time and material bid price. All equipment must be photo-cell controlled. The Customer shall be responsible for maintaining the Customer-owned portion of the streetlight system.

Swanton will supply unmetered electric energy for Customer-owned outdoor photo cell controlled street lighting equipment (based on 4,294 hours of operation per year) at the rates set forth below. The monthly kWh for photo-cell controlled lighting equipment is based on the total nominal wattage of the equipment, multiplied by the annual estimated hours of operation, divided by 12 months to determine an average monthly kWh use. A customer must complete an application providing the type of light(s), total wattage of each type of light, number of each type of light being installed and general specifications, instructions, dimensions, etc. that apply to the equipment. No billing adjustments will be made for individual service outages. The Customer is responsible to provide proper and timely maintenance to ensure that photovoltaic cell controls operate properly and equipment is maintained to minimize outage time. Swanton reserves the right to discontinue service upon notice under this rate if the system is not properly maintained.

MONTHLY SERVICE RATE: (Payable in U.S. Currency)

MONTHLY ENERGY RATE

\$0.09849 per kWh (based on the average monthly kWh use described above)

CUSTOMER-OWNED STREET LIGHT EQUIPMENT ON UTILITY-OWNED POLES

A customer requesting installation of customer-owned lighting on

Swanton-owned poles shall supply all equipment specifications for Swanton approval prior to purchase and installation. Swanton, or Swanton designated contractor, shall install customer owned lighting systems on Swanton poles at the customer's expense. Installation charges shall be on an actual time and materials basis during normal business hours. The customer is responsible for providing all of the lighting equipment and appurtenances required to install the fixtures on the poles. Swanton will maintain customer owned lighting systems on Swanton poles on an actual time and materials basis. The customer is responsible for supplying all necessary materials, including any required inventory, as Swanton does not stock material for customer owned systems. Swanton shall own and maintain all poles, wires, and other equipment and apparatus necessary for supplying voltage to customer owned lighting systems on Swanton poles.

Swanton will supply unmetered electric energy for Customer-owned outdoor photo cell controlled street lighting equipment (based on 4,294 hours of operation per year) at the rates set forth below. The monthly kWh for photo-cell controlled lighting equipment is based on the total nominal wattage of the equipment, multiplied by the annual estimated hours of operation, divided by 12 months to determine an average monthly kWh use. A customer must complete an application providing the type of light(s), total wattage of each type of light, number of each type of light being installed and general specifications, instructions, dimensions, etc. that apply to the equipment. No billing adjustments will be made for individual service outages. Swanton will provide proper and timely maintenance to ensure that photovoltaic cell controls operate properly and equipment is maintained to minimize outage time at the Customer's cost..

If lighting equipment owned by the customer must be replaced as a result of vandalism, accident or any other cause, the customer shall pay to Swanton the cost of removal of the existing equipment and the cost of replacement equipment including installation costs. The customer shall provide necessary materials and pay for labor and other costs necessary for maintenance and repairs above and beyond lamp and photo cell maintenance, including repairs and/or the replacement of damaged lighting equipment, regardless of the cause, nature or extent of physical damage. The customer agrees to hold Swanton harmless from any damage or injury relating to the customer owned equipment.

MONTHLY SERVICE RATE: (Payable in U.S. Currency)

MONTHLY ENERGY RATE

\$0.09849 per kWh (based on the average monthly kWh use described above)

CUSTOMER REQUESTED CONVERSION OF EXISTING STREET LIGHTING EQUIPMENT OR SERVICE.

Swanton shall have the right to require those Customers requesting modification or replacement of existing Street Lighting Equipment with alternative equipment or services to reimburse Swanton for the un-depreciated cost of the equipment being converted or replaced, plus all costs, including make-ready costs, not recovered in the monthly charge for the alternative lighting or service. Reimbursement shall take place prior to conversion or removal of existing equipment. For purposes of this rate, LED street lighting and replacement of Swanton-owned lighting with customer-owned lighting on Swanton poles shall be considered to be alternative lighting equipment..

TERMS:

The above rates are net, billed monthly and payable upon presentation of bill. Such other terms and conditions of the Village of Swanton Electric Department, in effect from time to time, are a part of this rate. When not paid by the due date, which will be 30 days from date of the bill, service is subject to disconnection. All bills will be rendered in the name of the property owner, unless service is requested in the tenant's name. This schedule is subject to all Federal, State or local taxes legally assessed.

LATE PAYMENT CHARGE:

A penalty charge of 1% shall be assessed on delinquent balances. An amount will be considered delinquent if not paid by the due date shown on the bill.

EFFECTIVE DATE:

Effective on service rendered on or after September 22, 2016.

SWANTON VILLAGE
ELECTRIC DEPARTMENT
SECURITY LIGHTING SERVICE

SCHEDULE "SL"

AVAILABLE:

To be available for Security Lighting purposes and billed to customers within Swanton Village Electric Department's ("Swanton") service territory for Swanton-owned or Customer-owned security lighting equipment. Mercury vapor fixtures are not available for new installation and will be replaced at the end of their useful life with lighting determined appropriate by Swanton and billed at the rates set forth below. Swanton will be the sole judge as to the end of a street lighting fixture's useful life..

APPLICABLE:

To outdoor lighting service supplied from the existing overhead distribution system and contracted for by a private customer.

DURATION:

The term of service is one year from the date of installation and thereafter until cancelled by the Customer on 60 days written notice.

HOURS OF OPERATION

Security lights which are photo-cell controlled shall be operated from one-half hour after sunset until one-half-hour before sunrise, a total of approximately 4,294 hours each year.

SWANTON-OWNED SECURITY LIGHT EQUIPMENT ON SWANTON POLES

MONTHLY RATES: (Payable in U.S. Currency)

Per Fixture:

70 Watt HPS	\$ 5.78
100 Watt HPS	\$ 8.26
250 Watt HPS	\$ 20.63
90 Watt MV	\$ 7.42
175 Watt MV	\$ 14.44
400 watt MV	\$ 33.01
250 Watt MH	\$ 17.28
400 Watt MH	\$ 33.01

LED Lighting

2 BAR LED	53 Watt	\$ 3.66
2 BAR LED	58 Watt	\$ 4.77
3 BAR LED	80 Watt	\$ 5.53
4 BAR LED	103 Watt	\$ 7.11

CUSTOMER-OWNED SECURITY LIGHT EQUIPMENT ON CUSTOMER-OWNED POLES

On Customer owned poles, 1) the Customer will furnish and install all poles and associated equipment either overhead or underground with specifications subject to Swanton's prior approval or 2) the Customer may request Swanton to install, in compliance with Swanton standards, all poles and associated equipment based on a time and material bid price. All equipment must be photo-cell controlled. The Customer shall be responsible for maintaining the Customer-owned portion of the streetlight system.

Swanton will supply unmetered electric energy for Customer-owned outdoor photo cell controlled street lighting equipment (based on 4,294 hours of operation per year) at the rates set forth below. The monthly kWh for photo-cell controlled lighting equipment is based on the total nominal wattage of the equipment, multiplied by the annual estimated hours of operation, divided by 12 months to determine an average monthly kWh use. A customer must complete an application providing the type of light(s), total wattage of each type of light, number of each type of light being installed and general specifications, instructions, dimensions, etc. that apply to the equipment. No billing adjustments will be made for individual service outages. The Customer is responsible to provide proper and timely maintenance to ensure that photovoltaic cell controls operate properly and equipment is maintained to minimize outage time. Swanton reserves the right to discontinue service upon notice under this rate if the system is not properly maintained.

MONTHLY SERVICE RATE: (Payable in U.S. Currency)

MONTHLY ENERGY RATE

\$0.09849 per kWh (based on the average monthly kWh use described above)

CUSTOMER-OWNED SECURITY LIGHT EQUIPMENT ON SWANTON-OWNED POLES

A customer requesting installation of customer-owned lighting on Swanton-owned poles shall supply all equipment specifications for Swanton approval prior to purchase and installation. Swanton, or Swanton designated contractor, shall install customer owned lighting systems on Swanton poles at the

customer's expense. Installation charges shall be on an actual time and materials basis during normal business hours. The customer is responsible for providing all of the lighting equipment and appurtenances required to install the fixtures on the poles. Swanton will maintain customer owned lighting systems on Swanton poles on an actual time and materials basis. The customer is responsible for supplying all necessary materials, including any required inventory, as Swanton does not stock material for customer owned systems. Swanton shall own and maintain all poles, wires, and other equipment and apparatus necessary for supplying voltage to customer owned lighting systems on Swanton poles.

Swanton will supply unmetered electric energy for Customer-owned outdoor photo cell controlled security lighting equipment (based on 4,294 hours of operation per year) at the rates set forth below. The monthly kWh for photo-cell controlled lighting equipment is based on the total nominal wattage of the equipment, multiplied by the annual estimated hours of operation, divided by 12 months to determine an average monthly kWh use. A customer must complete an application providing the type of light(s), total wattage of each type of light, number of each type of light being installed and general specifications, instructions, dimensions, etc. that apply to the equipment. No billing adjustments will be made for individual service outages. Swanton will provide proper and timely maintenance to ensure that photovoltaic cell controls operate properly and equipment is maintained to minimize outage time at the Customer's cost..

If lighting equipment owned by the customer must be replaced as a result of vandalism, accident or any other cause, the customer shall pay to Swanton the cost of removal of the existing equipment and the cost of replacement equipment including installation costs. The customer shall provide necessary materials and pay for labor and other costs necessary for maintenance and repairs above and beyond lamp and photo cell maintenance, including repairs and/or the replacement of damaged lighting equipment, regardless of the cause, nature or extent of physical damage. The customer agrees to hold Swanton harmless from any damage or injury relating to the customer owned equipment.

MONTHLY SERVICE RATE: (Payable in U.S. Currency)

MONTHLY ENERGY RATE

\$0.09849 per kWh (based on the average monthly kWh use described above)

CUSTOMER REQUESTED CONVERSION OF EXISTING STREET LIGHTING EQUIPMENT OR SERVICE.

Swanton shall have the right to require those Customers requesting modification or replacement of existing Security Lighting Equipment with alternative equipment or services to reimburse Swanton for the un-depreciated cost of the equipment being converted or replaced, plus all costs, including make-ready costs,

not recovered in the monthly charge for the alternative lighting or service. Reimbursement shall take place prior to conversion or removal of existing equipment. For purposes of this rate, LED security lighting and replacement of Swanton-owned lighting with customer-owned lighting on Swanton poles shall be considered to be alternative lighting equipment.

TERMS:

The above rates are net, billed monthly and payable upon presentation of bill. Such other terms and conditions of the Village of Swanton Electric Department, in effect from time to time, are a part of this rate. When not paid by the due date, which will be 30 days from date of the bill, service is subject to disconnection. All bills will be rendered in the name of the property owner, unless service is requested in the tenant's name. This schedule is subject to all Federal, State or local taxes legally assessed.

LATE PAYMENT CHARGE:

A penalty charge of 1% shall be assessed on delinquent balances. An amount will be considered delinquent if not paid by the due date shown on the bill.

EFFECTIVE DATE:

Effective on service rendered on or after September 22, 2016.

Swanton Village, Inc. Electric Department

Tariff No. NM-1

Net Metering

Filed December 14, 2020
Effective February 2, 2021

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1. Relationship to Public Utility Commission Net Metering Rules and State Statutes.

The Swanton Village, Inc. Electric Department (“Swanton”) acknowledges the existence of Vermont Public Utility Commission Rule 5.100, and the Revised Net Metering Program, as ordered by the Vermont Public Utility Commission on June 8, 2017, relative to net metering, as well as various state statutes governing net metering. Rule 5.100, the Revised Net Metering Program and the applicable statutes, as they may be amended from time to time, are hereby incorporated into and made a part of this tariff. To the extent that the applicable statutes, Rule 5.100, the Revised Net Metering Program, or any part thereof, may be inconsistent with this tariff, the applicable statutes, the Revised Net Metering Program, and/or Rule 5.100 shall control in accordance with law.

2. Solar Net Metering Credit; Metering Costs

Customers of the Company entitled to a credit under 30 V.S.A. section 219a(h)(1)(K) shall receive a credit per kWh, as set forth below, in accordance with the terms of that section, and shall, except as provided in 30 V.S.A. § 219a(h)(1)(I), own any renewable energy credits associated with the production on which the credit is calculated. Should an additional meter at the premises of the net metering customer be necessary to implement this credit, the net metering customer shall bear the cost of the additional meter.

Solar Net Metering Credit is applicable, for a period of ten years, beginning with the project's installation date, to:

All projects whose completed application was filed prior to January 1, 2015:
\$0.08866 per kWh

Projects whose completed application was filed on or after January 1, 2015 and before January 1, 2017:

Projects of 15 kw or less capacity: \$0.08072 per kWh

Projects greater than 15 KW capacity: \$0.07072 per kWh

Projects whose completed application was filed on or after January 1, 2017 are not eligible for the Solar Net Metering Credit.

3. Net Metering Excess Generation Rate, Meter and Adjustors:

Excess Generation and the Blended Residential Rate:

For net metering systems whose completed application was filed on or after January 1, 2017 the blended residential rate, as provided for in section 5.127(A) of rule 5.100, as ordered by the Vermont Public Utility Commission on November 12, 2020, is applicable to excess generation kWh, and is set forth below:

The Blended Residential Rate: \$0.11977 per kWh

The blended residential rate is the rate multiplied by excess generation kWh and applied as an additional credit on the customer's bill. For net metering systems directly interconnected to the electric system through a separate meter whose primary purpose is to measure the energy generated by the system, the Blended Residential Rate is applicable to all generated kWh.

For net metering systems whose completed application was filed prior to January 1, 2017, and while the utility was accepting net metering applications, the rate applicable to excess generation kWh during the ten years following commissioning shall be:

- 1) For net metering systems not directly connected to the distribution system, the rate applied to excess generation kWh to calculate the monetized excess generation credit shall be the highest block rate paid by the customer for electricity provided by the utility.
- 2) For net metering systems connected directly to the distribution system and not serving a demand or time of use customer, the rate applied to all generation kWh to calculate the monetized excess generation credit shall be the highest block rate paid by the customer for electricity provided by the utility.
- 3) For net metering systems serving a demand or time of use customer and connected directly to the distribution system, the rate applied to all generation kWh to calculate the monetized excess generation credit shall be the residential tail block energy rate.

At the end of the 10-year period following commissioning the rate applied to excess generation kWh to calculate the monetized excess generation credit shall be as provided in Commission Rule 5.126 or its successor.

Production Meter:

For projects whose completed application was filed on or after January 1, 2017 installation of a production meter is required. The customer shall obtain the meter and approval of the meter location from the Electric Department. For a production meter that is installed behind the billing meter, Swanton shall charge the customer the cost of the meter plus installation, for differing installation types, as set forth below:

Residential / Commercial single phase	\$402.23
Commercial / Industrial 3-phase	\$459.46

The cost of production meter replacements will be borne by the customer. For projects that are directly connected to the distribution system through the production meter, the cost of the meter is included in the monthly customer charge for that account. All meters shall be installed in accordance with Swanton's standards and shall remain the property of Swanton. The customer is responsible for owning and installing the appropriate wiring and meter socket, in accordance with Swanton's standards, at an accessible outside location. For projects whose completed application was filed on or before December 31, 2016, and who elect to install a production meter, the requirements and charges shall be the same as for new projects set out above.

Group Net-Metering System Requirements

In addition to any other requirements set forth in 30 V.S.A. Sections 248 and 8010, and any applicable Board Rules, a group must file the following information with Swanton before a group system may be formed and served by the utility:

1. The meters to be included in the group system, all of which must be located within Swanton's service territory.
2. The name and contact information for a designated person who is responsible for all communications from the group system to Swanton, save for communications related to billing, payment, and disconnection.

3. A process for adding and removing meters in the group and an allocation of any credits among the members of the group. This allocation method must be based on percentages provided to Swanton by the group and may only be changed upon written notice to Swanton by the designated contact person. Pre-Existing net metering systems whose completed application was filed prior to January 1, 2017, and while the utility was accepting net metering applications, may continue to use the allocation method established in that original application.
4. A binding process that does not include the utility, for resolving disputes among the members of a group relating to the net-metering system.

Membership in Multiple Net-Metering Groups

Individual customer accounts may be enrolled only in one net-metering group at a time. Customers with multiple accounts may enroll each account in a separate net-metering group. The cumulative capacity of net-metering systems allocated to a single customer may not exceed 500 kW.

Energy Measurement For Group Net Metering Systems

For new group net metering systems that apply to receive service under this tariff after January 1, 2017, Swanton may require that all of the member meters be read on the same billing cycle.

For new group net metering systems that apply to receive service under this tariff after January 1, 2017, the customer must install a production meter to measure the electricity produced by the net-metering system. The customer shall obtain the meter, and approval of the meter location, from the Electric Department. For a production meter that is installed behind the billing meter, Swanton shall charge the customer the cost of the meter plus installation, for differing installation types, as set forth below:

Residential / Commercial single phase	\$402.23
Commercial / Industrial 3-phase	\$459.46.

The cost of production meter replacements will be borne by the customer. For projects that are directly connected to the distribution system through the production meter, the cost of the meter is included in the monthly customer charge for that account. All meters shall be installed in accordance with

Swanton's standards and shall remain the property of Swanton. The customer is responsible for owning and installing the appropriate wiring and meter socket, in accordance with Swanton's standards, at an accessible outside location. For projects whose completed application was filed on or before December 31, 2016, and who elect to install a production meter, the requirements and charges shall be the same as for new projects set out above.

Group Systems Not Directly Connected to Swanton's Grid

For customers who elect to wire group-net-metering systems such that they offset consumption on the billing meter, the billing meter establishes the billing determinants for the customer's bill based on the rate schedule for the customer. Swanton will measure the net electricity produced or consumed during each billing period. If the electricity consumed by the customer exceeds the electricity produced by the net-metering system, the customer will be billed the difference, net of any credit accumulated in the preceding 12 months. Except in the case of a pre-existing net metering system, credits may not be applied to non-by-passable charges as identified in this tariff.

If the electricity produced by the net-metering system exceeds the electricity consumed, the excess generation kWh will be allocated to group members based on the percentage allocations specified to Swanton by the group. Allocated kWh will be monetized at the applicable rate identified in Section 3 of this tariff. Except in the case of a pre-existing net metering system, the monetized credit will be applied to all charges on the customer's bill not identified as non-by-passable.

If application of the credit to such charges does not use the entire balance of the Credit, the remaining balance of the credit shall appear on the customer's bill and will be tracked, applied, or carried forward on group member bills. Any accumulated monetary credits shall be used by the customer within twelve (12) months or shall revert to Swanton without any compensation to the individual net metering system customer. Net metering credits, once allocated to a net metering customer, shall not be sold, re-assigned, re-allocated or otherwise transferred to another customer for any reason. Accumulation of monetary credits shall not result in any financial payments to the customer.

Group Systems Directly Connected to Swanton's Grid

For group net-metering systems where the generation is directly connected to Swanton's grid and does not also offset any customer's billing meter, the electricity produced by the net-metering system will be allocated to the group members based on percentages specified to Swanton by the group, and monetized at the applicable rate identified in Section 3 of this tariff. Except in the case of a pre-existing net metering system, the monetized credit applies to all charges not identified as non-by-passable charges in this tariff.

If application of the credit to such charges does not use the entire balance of the Credit, the remaining balance of the credit shall appear on the customer's bill and will be tracked, applied, or carried forward on group member bills. Any accumulated monetary credits shall be used by the customer within twelve (12) months or shall revert to Swanton without any compensation to the individual net metering system customer. Net metering credits, once allocated to a net metering customer, shall not be sold, re-assigned, re-allocated or otherwise transferred to another customer for any reason. Accumulation of monetary credits shall not result in any financial payments to the customer.

The REC adjustor:

For projects whose completed application was filed prior to January 1, 2017, the REC adjustor is not applicable. For projects whose completed application was filed on or after January 1, 2017, and prior to July 1, 2018, the applicable REC adjustor is set forth below.

Positive REC Adjustor (+\$0.03 per kWh):

A positive REC adjustor is applicable to projects that have elected to transfer all RECs to the utility and is three (3) cents per kWh to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative REC Adjustor (-\$0.03 per kWh):

A negative REC adjustor is applicable to projects that have elected to retain ownership of all RECs and is three (3) cents per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

For projects whose completed application was filed on or after July 1, 2018 and prior to July 1, 2019, the applicable REC adjustor is set forth below.

Positive REC Adjustor (+\$0.02 per kWh):

A positive REC adjustor is applicable to projects that have elected to transfer all RECs to the utility and is two (2) cents per kWh to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative REC Adjustor (-\$0.03 per kWh):

A negative REC adjustor is applicable to projects that have elected to retain ownership of all RECs and is three (3) cents per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

For projects whose completed application was filed on or after July 1, 2019, and prior to February 2, 2021, the applicable REC adjustor is set forth below.

Positive REC Adjustor (+\$0.01 per kWh):

A positive REC adjustor is applicable to projects that have elected to transfer all RECs to the utility and is one (1) cent per kWh to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative REC Adjustor (-\$0.03 per kWh):

A negative REC adjustor is applicable to projects that have elected to retain ownership of all RECs and is three (3) cents per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

For projects whose completed application was filed on or after February 2, 2021, the applicable REC adjustor is set forth below.

Positive REC Adjustor (+\$0.00 per kWh):

A positive REC adjustor is applicable to projects that have elected to transfer all RECs to the utility and is zero (0) cents per kWh to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative REC Adjustor (-\$0.04 per kWh):

A negative REC adjustor is applicable to projects that have elected to retain ownership of all RECs and is four (4) cents per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

The Siting Adjustor:

For projects whose completed application was filed prior to January 1, 2017, the Siting Adjustor is not applicable.

Positive Siting Adjustor:

A positive siting adjustor is the \$ per kWh rate to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative Siting Adjustor:

A negative Siting adjustor is the \$ per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

Siting Adjustor Categories

- Category I – a net-metering system that has a capacity of 15 kW or less
- Category II – a net-metering system that has a capacity greater than 15 kW and less than or equal to 150 kW, and is sited on a preferred site
- Category III – a net-metering system that has a capacity greater than 150 kW and less than or equal to 500 kW, and is sited on a preferred site
- Category IV – a net-metering system that has a capacity greater than 15 kW and less than or equal to 150 kW, and that is not located on a preferred site.

For projects whose completed application was filed on or after January 1, 2017 and prior to July 1, 2018, the applicable Siting Adjustor is set forth below:

- Category I = (+\$.01 per kWh) / 1 cent per kWh;
- Category II = (+\$.01 per kWh) / 1 cent per kWh;
- Category III = (-\$.01 per kWh) / negative 1 cent per kWh;
- Category IV = (-\$.03 per kWh) / negative 3 cents per kWh;
- Hydroelectric facilities = (zero per kWh) / 0 cents per kWh.

For projects whose completed application was filed on or after July 1, 2018, and prior to February 2, 2021, the applicable Siting Adjustor is set forth below:

- Category I = (+\$.01 per kWh) / 1 cent per kWh;
- Category II = (+\$.01 per kWh) / 1 cent per kWh;
- Category III = (-\$.02 per kWh) / negative 2 cents per kWh;
- Category IV = (-\$.03 per kWh) / negative 3 cents per kWh;
- Hydroelectric facilities = (zero per kWh) / 0 cents per kWh.

For projects whose completed application was filed on or after February 2, 2021, and prior to September 1, 2021, the applicable Siting Adjustor is set forth below:

- Category I = (+\$.00 per kWh) / 0 cent per kWh;
 - Category II = (+\$.00 per kWh) / 0 cent per kWh;
 - Category III = (-\$.03 per kWh) / negative 3 cents per kWh;
 - Category IV = (-\$.04 per kWh) / negative 4 cents per kWh;
- Hydroelectric facilities = (zero per kWh) / 0 cents per kWh.

For projects whose completed application was filed on or after September 1, 2021, the applicable Siting Adjustor is set forth below:

- Category I = (-\$.01 per kWh) / negative 1 cent per kWh;
 - Category II = (-\$.01 per kWh) / negative 1 cent per kWh;
 - Category III = (-\$.04 per kWh) / negative 4 cents per kWh;
 - Category IV = (-\$.05 per kWh) / negative 5 cents per kWh;
- Hydroelectric facilities = (zero per kWh) / 0 cents per kWh.

4. Net Metering Non-By-Passable Charges:

For net metering projects whose completed CPG applications were filed on or after January 1, 2017, the following charges on the customer's bill are non-by-passable and shall not be offset through the use of net metering credits:

- The Customer Charge
- The Energy Efficiency Charge
- Energy Assistance Program Charge
- On Bill Financing Charge and Any Equipment Rental Charge.

For net metering projects whose completed CPG applications were filed prior to January 1, 2017, and whose completed application was filed at a time when net metering was being offered by the electric company pursuant to 30 V.S.A. section 219a(h)(1)(A), as the statute existed as of December 31, 2016, net metering credits may be used to offset non-by-passable charges for the ten year period beginning with the date the project was commissioned; after the initial ten year period net metering credits may not be used to offset the non-by-passable charges enumerated above.

Effective date: September 22, 2016

**LOCAL SERVICE TARIFF
OF
SWANTON VILLAGE, INC.**

LOCAL SERVICE TARIFF

I COMMON SERVICE PROVISIONS

This Local Service Tariff, designated the “Tariff”, governs the terms and conditions of service taken by Local Transmission Customers over Swanton’s Transmission System. Swanton will endeavour to offer transmission service under terms similar to those provided in the ISO New England Open Access Transmission Tariff (“ISO-NE OATT”) to be consistent with surrounding transmission owners who are ISO New England participants. In the event of a conflict between the provisions of this Tariff and the provisions of the ISO-NE OATT, the provisions of this Tariff shall govern.

1. Definitions

Whenever used in this Tariff, in either the singular or plural form, the following capitalized terms shall have the meanings specified in the Definition Section of this Part I. Terms used in this Tariff but not defined herein shall have the meanings specified in the ISO-NE OATT. Terms used in this Tariff that are not defined in this Tariff or the ISO-NE OATT shall have the meanings customarily attributed to such terms by the electric utility industry in New England. Sections, Schedules, or Attachments referred to in this Tariff shall mean a section in, schedule, or attachment to this Tariff unless otherwise stated.

1.1.Designated Agent: Any entity that performs actions required under the Tariff on behalf of Swanton, an Eligible Customer, or the Local Transmission Customer.

1.2.Firm Local Point-to-Point Transmission Service: Transmission Service that is reserved and/or scheduled between specified Points of Receipt and Delivery on Swanton’s Transmission System pursuant to this Tariff.

- 1.3.Interruption:** A reduction in non-firm transmission service due to economic reasons pursuant to the terms of this Tariff.
- 1.4.Load Ratio Share:** Ratio of Local Transmission Customer's Local Network Load to Swanton's Monthly Transmission System Load computed in accordance with the provisions under this Tariff and calculated on a rolling twelve-month basis.
- 1.5.Load Shedding:** The systematic reduction of a system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under this Tariff.
- 1.6.Local Network Customer:** An entity receiving network transmission service pursuant to the terms of this Tariff.
- 1.7.Local Network Load:** The Local Network Customer's hourly load (including its designated Local Network Load not physically interconnected with Swanton's Transmission System) coincident with Swanton's Monthly Transmission System Peak.
- 1.8.Local Network Operating Agreement:** An executed agreement that contains the terms and agreements under which the Local Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Local Network Service under this Tariff.
- 1.9.Local Operating Network Committee:** A group made up of representatives from the Local Network Customers and Swanton established to determine coordinating criteria and other technical considerations required for implementation of Local Network Service under this Tariff.

- 1.10. Local Reserved Capacity:** The maximum amount of capacity and energy that a Local Transmission Customer has reserved for transmission over Swanton's Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under this Tariff. Reserved Capacity shall be expressed in terms of whole kilowatts on a sixty (60) minute interval (commencing on the clock hour) basis.
- 1.11. Local Service Agreement:** The initial agreement and any amendments or supplements thereto entered into by the Local Transmission Customer and Swanton for service under this Tariff.
- 1.12. Local Transmission Customer:** Any Eligible Customer (or its Designated Agent) that executes a Local Service Agreement.
- 1.13. Non-Firm Local Point-to-Point Transmission Service:** Local Point-to-Point Transmission service on Swanton's Transmission System under this Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in this Tariff. Non-Firm Local Point-to-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.
- 1.14. Parties:** Swanton and the Local Transmission Customer receiving service under this Tariff.
- 1.15. Receiving Party:** The entity receiving the capacity and energy transmitted by Swanton to Point(s) of Delivery under this Tariff.
- 1.16. Service Commencement Date:** The date that Swanton begins to provide service pursuant to the terms of an executed Local Service Agreement, or the date that Swanton begins to provide service in accordance with this Tariff.

- 1.17. Short-Term Firm Local Point-to-Point Transmission Service:** Firm Local Point-to-Point Service under this Tariff with a term of less than one year.
- 1.18. Swanton:** Swanton Village, Inc.
- 1.19. Swanton's Native Load:** The load requirements of Swanton to serve its local retail customers. For purposes of this Tariff, Swanton's Native Load is the sum of its transmission ties (inlets less outlets) and internal generation.
- 1.20. Swanton's Monthly Transmission System Peak:** The maximum firm usage of Swanton's Transmission System in a calendar month. For purposes of this Tariff, Swanton's Monthly Transmission System Peak for a month is the highest hourly Native Load value for that month.
- 1.21. Swanton's Monthly Transmission System Load:** The twelve month average of: Swanton's Monthly Transmission System Peak plus all Local Reserved Capacity, plus all Local Network Load pursuant to this Tariff.
- 1.22. Swanton's Transmission System:** The facilities owned, controlled or operated by Swanton that are used to provide transmission service under this Tariff.
- 1.23. Transmission Owner or Transmission Provider:** Swanton Village Inc. (Swanton) or its Designated Agent.

2. Initial Allocation and Renewal Procedures

- 2.1. Reservation Priority For Existing Firm Local Service Customers:** Existing firm local service customers (wholesale requirements and transmission only), with a contract term of two years or more, have the right to continue to take Local Service from Swanton when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing service

customer continues to purchase capacity and energy from Swanton or elects to purchase capacity and energy from another supplier. If at the end of the contract term, Swanton's Local Network cannot accommodate all of the requests for Local Service, the existing firm local service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current rate, as approved by the Vermont Public Service Board "VPSB"), for such service; provided that, the firm local service customer shall have a right of first refusal at the end of such service only if the new contract is for two years or more. The existing firm service customer must provide notice to Swanton whether it will exercise its right of first refusal no less than one year prior to the expiration date of its Local Service Agreement. This transmission reservation priority for existing firm local service customers is an ongoing right that may be exercised at the end of all firm contract terms of two years or longer. Local Service Agreements subject to a right of first refusal entered into prior to the date of Swanton's filing this tariff with the VPSB, unless terminated, will become subject to the two year/one year requirement on the first rollover date after the date of Swanton's filing this tariff with the VPSB; provided that, the one year notice requirement shall apply to such service agreements with two years or more left in their terms as of the date of Swanton's filing this tariff with the VPSB.

3. Ancillary Service

Ancillary Services are needed with transmission service to maintain reliability within and among the Balancing Areas affected by the transmission service. Swanton is required to provide (or offer to arrange with the ISO New England as discussed below), and the Local Transmission

Customer taking Local Service from Swanton is required to purchase, the following Ancillary Services: (i) Scheduling, System Control and Dispatch, and (ii) Reactive Supply and Voltage Control from Generation or Other Sources.

3.1 Scheduling, System Control and Dispatch Service:

The rates and/or methodology are described in Schedule 1.

3.2 Reactive Supply and Voltage Control from Generation or Other Sources Service:

The rates and/or methodology are described in Schedule 2.

4. Billing and Payments

4.1 Billing Procedure: Within a reasonable time after the first day of each month, Swanton shall submit an invoice to the Local Transmission Customer for the charges for all services furnished under this Tariff during the preceding month. The invoice shall be paid in full by the Local Transmission Customer within twenty (20) days of receipt. All payments shall be made in immediately available funds payable to Swanton, or by wire transfer to a bank named by Swanton.

4.2 Interest on Unpaid Balances: Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the rate and methodology approved by the VPSB for customer deposits for retail electric service (Rule 3.200) unless otherwise specifically approved by the VPSB. Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by Swanton. All payments shall be

applied first to interest, then to penalties and past due amounts and then to the charges for services furnished during the preceding month.

4.3 Customer Default: In the event the Local Transmission Customer fails, for any reason other than a billing dispute as described below, to make payment to Swanton on or before the due date as described above, and such failure of payment (prior amount billed to Local Transmission Customer plus interest and penalties on delinquent amounts) is not corrected within thirty (30) calendar days after Swanton notifies the Local Transmission Customer to cure such failure, a default by the Local Transmission Customer shall be deemed to exist. Upon the occurrence of a default, Swanton may initiate a proceeding with the VPSB to resolve the default and terminate service but shall not terminate service until the VPSB so approves any such request. Swanton shall provide written notice to the Local Transmission Customer. In the event of a billing dispute between Swanton and the Local Transmission Customer, either party may initiate a proceeding with the VPSB to resolve the dispute and shall provide notice to the other party, however, Swanton shall continue to provide service under the Local Service Agreement and the Local Transmission Customer shall (i) continue to make all payments not in dispute; and (ii) pay into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute by the VPSB.

5. Accounting for Swanton's Use of the Tariff

Swanton shall record the following amounts, as outlined below.

5.1 Transmission Revenues: Include in a separate operating revenue account or subaccount the revenues it receives from Local Point-to-Point Transmission Service when making Third Party Sales under Part II of the Tariff.

5.2 Study Costs and Revenues: Include in a separate transmission operating expense account or subaccount, costs properly chargeable to expenses that are incurred to perform any System Impact Studies or Facilities Studies which Swanton conducts to determine if it must construct new transmission facilities or upgrades necessary for its own uses, including making Third-Party Sales under this Tariff; and include in a separate operating revenue account or subaccount the revenues received for System Impact Studies or Facilities Studies performed when such amounts are separately stated and identified in the Local Transmission Customer's billing under this Tariff.

6. Regulatory Filings

Nothing contained in any Local Service Agreement shall be construed as affecting in any way the right of Swanton to unilaterally make application to the VPSB for a change in rates, terms and conditions, charges, classification of service, Service Agreement, rule or regulation under Title 30 of Vermont Statutes Annotated and pursuant to VPSB rules and regulations promulgated thereunder. Nothing contained in any Local Service Agreement shall be construed as affecting in any way the ability of any Party receiving service under this Tariff to exercise its rights under Title 30 and pursuant to the VPSB's rules and regulations promulgated thereunder.

7. Force Majeure and Indemnification

7.1 Force Majeure: An event of Force Majeure means any act of God, labor disturbance, act of public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence, including gross negligence, or intentional wrongdoing. Neither Swanton nor the Local Transmission Customer will be considered in default as to any obligation under this Tariff if prevented from fulfilling the obligation due to an event of Force Majeure; provided that no event of Force Majeure affecting any entity shall excuse that entity from making any payment that it is obligated to make under this Tariff. However, an entity whose performance under this Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under this Tariff.

7.2 Indemnification: A customer receiving transmission services under this Tariff, or any agent acting on behalf of any customer under this Tariff, shall at all times indemnify, defend, and save Swanton, its General Manager, employees, trustees and agents harmless from, any and all damages, liabilities, losses, claims, including claims and causes of actions to or for injury or death of any person(s) or damage to property, demands, suits, judgments, recoveries, settlements, costs and expenses, court costs, attorney fees, and all other penalties, charges, interest or obligations by or to third parties, arising out of or resulting from Swanton's performance of or alleged failure to perform its obligations or alleged obligations

under this Tariff on behalf of the transmission customer or its agent, except in the cases of negligence or intentional wrongdoing by Swanton.

8. Creditworthiness

For the purpose of determining the ability of the Local Transmission Customer to meet its obligations related to service hereunder, Swanton may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, Swanton may require the Local Transmission Customer to provide and maintain in effect during the term of the Local Service Agreement, if Swanton finds the Local Transmission Customer's credit is below acceptable standards for comparable entities, an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under this Tariff, or an alternative form of security proposed by the Local Transmission Customer and acceptable to Swanton and consistent with commercial practices established by the Uniform Commercial Code that protects Swanton against the risk of non-payment.

9. Dispute Resolution Procedures

Any dispute between a Local Transmission Customer and Swanton involving transmission service under this Tariff shall be attempted to be resolved directly between the Parties. Each affected party shall designate one or more representatives with the authority to negotiate the matter in dispute to participate in such negotiations. The affected parties shall engage in good-faith negotiations for a period of not less than sixty (60) calendar days, unless: (a) a party identifies exigent circumstances reasonably requiring expedited resolution of the dispute by the VPSB or a court or an agency with jurisdiction over the dispute; or (b) the provisions of this Tariff otherwise provide a party the right to submit a dispute directly to the VPSB for resolution. Any other dispute that is not resolved through good-faith negotiations may

be submitted by any party for resolution to the VPSB, to a court or to an agency with jurisdiction over the dispute upon the conclusion of such negotiations. Any party may request that any dispute submitted to the VPSB for resolution be subject to the VPSB's arbitration procedures pursuant to 30 V.S.A. Section 214 (b) – (e). In such matters there shall be the right to a direct appeal of all questions of law to the Vermont Supreme Court. Notwithstanding the aforementioned, any dispute arising under this Tariff may, in addition to arbitration, be submitted to any other form of alternative dispute resolution upon the agreement of all affected parties to participate in any such dispute resolution process.

10. Real Power Losses

Real Power Losses are associated with all transmission service. Swanton is not obligated to provide Real Power Losses. The Local Transmission Customer is responsible for replacing losses associated with all transmission service as calculated by Swanton. The applicable Real Power Loss factors are as follows:

Service over Swanton's Transmission System: 0.84%;

Service over Swanton's combined Transmission and Distribution facilities: 4.42%.

11. Stranded Cost Recovery

In the event the Local Transmission Customer terminates service before Swanton has recovered its costs for upgrade work done on behalf of that Local Transmission Customer, the Local Transmission Customer shall promptly pay Swanton its share of the upgrade work assigned and billed to the Local Transmission Customer. In the event the Local Transmission Customer fails to pay Swanton within sixty (60) days of terminating service, the Parties shall proceed under Section 9, above. Swanton may seek to recover stranded costs from the Local Transmission Customer by making a filing with the VPSB to recover such costs, with interest.

12. Notice

Unless otherwise stated herein, or due to an emergency affecting Swanton's system requiring immediate action, any notices to be given pursuant to this Tariff shall be sufficient if given by a writing which is personally delivered or is deposited in the United States mail, certified mail or registered mail, postage prepaid, and is addressed as follows:

If to Swanton: General Manager, Swanton Village, Inc.

120 First Street

P.O. Box 279

Swanton, Vermont 05488

If to the Customer: addressed to the name and address set forth in the Local Service Agreement between the Parties.

II LOCAL POINT-TO-POINT TRANSMISSION SERVICE

Preamble

Swanton will provide Firm and Non-Firm Local Point-to-Point Transmission Service pursuant to the applicable terms and conditions of this Tariff. Local Point-to-Point Transmission Service is for the receipt of capacity and energy at designated Point(s) of Receipt and the transmission of such capacity and energy to designated Point(s) of Delivery.

13. Procedures for Arranging Firm Local Point-to-Point Transmission Service

13.1. Application: A request for Firm Local Point-to-Point Transmission Service for periods of one year or longer must contain a written, Completed Application to: Swanton Village, Inc., 120 First Street, P.O. Box 279, Swanton, Vermont 05488 at least sixty (60) days in advance of the calendar month in which service is to

commence. Swanton will consider requests for such firm service on shorter notice when feasible. Requests for firm service for periods of less than one year shall be subject to the time constraints provided in Section 15. All Firm Local Point-to-Point Transmission Service requests shall be submitted in writing containing the information listed below by transmitting the required information to Swanton by telefax, electronic mail, or other commercially acceptable methods that will provide a time-stamped record for establishing the priority of the Completed Application.

13.2. Completed Application: A Completed Application shall provide all of but not limited to the following information:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;
- (iv) The location of the generating facility(ies) supplying the capacity and energy and the location of the load ultimately served by the capacity and energy transmitted. Swanton will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, or for reliability purposes pursuant to Good Utility Practice;
- (v) A description of the supply characteristics of the capacity and energy to be

delivered;

- (vi) An estimate of the capacity and energy expected to be delivered to the Receiving Party;
- (vii) The Service Commencement Date and the term of the requested Transmission Service;
- (viii) The transmission capacity requested for each Point of Receipt and each Point of Delivery on Swanton's Transmission System; the minimum transmission capacity requirement is 1 kilowatt; and
- (ix) A statement indicating that the Eligible Customer will execute a Local Service Agreement upon receipt of notification that Swanton can provide the requested Transmission Service.

13.3. Notice of Deficient or Incomplete Application: If an Application fails to meet the requirements of the Tariff, Swanton shall notify the entity requesting service within fifteen (15) days of receipt of the Application of the reasons for such failure. Swanton will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. Upon receipt of a new or revised Completed Application that fully complies with the requirements of Part II of the Tariff, the Eligible Customer shall be assigned a new priority consistent with the date of the new or revised Completed Application.

13.4. Response to a Completed Application: Following receipt of an acceptable Completed Application for Firm Local Point-to-Point Transmission Service, Swanton shall make a determination of available transmission capability consistent with Attachment A of this Tariff. Swanton shall notify the Eligible

Customer as soon as practicable, but not later than (30) days after the date of receipt of a Completed Application either (i) if it will be able to provide service without performing a System Impact Study, or (ii) if such a study is needed to evaluate the impact of the Application. Responses by Swanton must be made as soon as practicable to all Completed Applications and the timing of such responses must be made on a non-discriminatory basis.

13.5. Local Service Agreements: Swanton shall offer a standard form Firm Local Point-to-Point Transmission Service Agreement (Attachment F) to an Eligible Customer when it submits an acceptable Completed Application for Long-Term Firm Local Point-to-Point Transmission Service. Swanton shall offer a standard form Firm Local Point-to-Point Transmission Service Agreement (Attachment F) to an Eligible Customer when it first submits an acceptable Completed Application for Short-Term Firm Local Point-to-Point Transmission Service pursuant to the Tariff. An Eligible Customer that uses Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved and that has not executed a Local Service Agreement will be deemed, for purposes of assessing any appropriate charges and penalties, to have executed the appropriate Local Service Agreement. The Local Service Agreement may specify any conditional curtailment options agreed upon by Swanton and the Local Transmission Customer.

13.6. Execution of Local Service Agreement: Whenever Swanton determines that a System Impact Study is not required and that the service can be provided, it shall notify the Eligible Customer as soon as practicable but no later than thirty (30)

days after receipt of the Completed Application. Where a System Impact Study is required, the provisions of Attachment B will govern the execution of a Local Service Agreement. Failure of an Eligible Customer to execute and return the Local Service Agreement within fifteen (15) days after it is tendered by Swanton will be deemed a withdrawal and termination of the Application. Nothing herein limits the right of an Eligible Customer to file another Completed Application after such withdrawal and termination.

13.7 Deposit: A Completed Application for Firm Local Point-to-Point Transmission Service also shall include a deposit of either one month's charge for Reserved Capacity or the full charge for Reserved Capacity for service requests of less than one month. If the Application is rejected by Swanton said deposit shall be returned with interest less any reasonable costs incurred by Swanton in connection with the review of the Application. The deposit also will be returned with interest less any reasonable costs incurred by Swanton if Swanton is unable to complete new facilities or upgrades needed to provide the service. If an Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Firm Local Point-to-Point Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by Swanton to the extent such costs have not already been recovered by Swanton from the Eligible Customer. Swanton will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities or upgrades are subject to the provisions of Section

16. If a Service Agreement for Firm Local Point-to-Point Transmission Service is executed, the deposit, with interest, will be returned to the Local Transmission Customer upon expiration or termination of the Service Agreement for Firm Local Point-to-Point Transmission Service. Applicable interest shall be computed in accordance with the rate and method approved by the Vermont Public Service Board for customer deposits for retail electric service (Rule 3.200) unless otherwise specifically approved by the VPSB, and shall be calculated from the day the deposit check is credited to Swanton's account.

14. Term:

The minimum term of Firm Local Point-to-Point Transmission Service shall be one day and the maximum term shall be specified in the Local Service Agreement.

15. Reservation Priority:

15.1. Long-Term Firm Local Point-to-Point Transmission Service shall be available on a first-come, first-served basis, i.e., in the chronological sequence in which each Local Transmission Customer has requested service. Long Term Firm Local Point-to-Point Transmission Service shall take priority over Short Term Local Point-to-Point Transmission Service and shall be provided on the basis of the date and time of the reservation.

15.2. Reservations for Short-Term Firm Local Point-to-Point Transmission Service will be conditional based upon the length of the requested transaction or reservation. Among requests or reservations with the same duration, priority will be given to an Eligible Customer's request or reservation that is filed first based upon the date and time of the request or reservation.

- 15.3.** If the Transmission System becomes oversubscribed, requests for service may preempt competing reservations up to the following conditional reservation deadlines: one day before the commencement of daily service, one week before the commencement of weekly service, and one month before the commencement of monthly service. Before the conditional reservation deadline, if available transfer capability is insufficient to satisfy all requests and reservations, an Eligible Customer with a reservation for shorter term service has the right of first refusal to match any longer term request before losing its reservation priority. A longer term competing request for Short-Term Firm Local Point-to-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request within 24 hours from being notified by Swanton of a longer-term competing request for Short-Term Firm Local Point-to-Point Transmission Service. When a longer duration request preempts multiple shorter duration reservations, the shorter duration reservations shall have simultaneous opportunities to exercise the right of first refusal. Duration and time of response will be used to determine the order by which the multiple shorter duration reservations will be able to exercise the right of first refusal. After the conditional reservation deadline, service will commence pursuant to the terms of Part II of the Tariff.
- 15.4.** Firm Local Point-to-Point Transmission Service will always have a reservation priority over Non-Firm Local Point-to-Point Transmission Service under the Tariff. All Long-Term Firm Local Point-to-Point Transmission Service Customers will have equal reservation priority with Native Load Customers and

Local Network Customers. Reservation priorities for existing firm service customers are provided in Section 2.1.

16. Compensation for New Facilities

- 16.1.** Swanton will determine if a System Impact Study is necessary to accommodate a request for Firm Local Point-to-Point Transmission Service. Whenever a System Impact Study is performed by Swanton in connection with a request for Firm Local Point-to-Point Transmission Service, the Local Transmission Customer shall be responsible for the costs of such study as well as the cost of new facilities or upgrades identified by the study.
- 16.2.** In cases where Swanton determines that the Transmission System is not capable of providing Firm Local Point-to-Point Transmission Service without (1) degrading or impairing the reliability of service to Native Load Customers, Local Network Customers and other Local Transmission Customers taking Firm Local Point-to-Point Transmission Service, or (2) interfering with Swanton's ability to meet prior firm contractual commitments to others, Swanton will use due diligence to expand or modify its Transmission System to provide the requested Firm Local Transmission Service provided the Local Transmission Customer agrees to compensate Swanton for such costs. Swanton will conform to Good Utility Practice in determining the need for new facilities and in the design and construction of such facilities. The obligation applies only to those facilities that Swanton has the right to expand or modify.
- 16.3.** The System Impact Study Agreement will clearly specify Swanton's estimate of the actual cost, and time for completion of the System Impact Study. The charge

shall not exceed the actual cost of the study. In performing the System Impact Study, Swanton shall rely, to the extent reasonably practicable, on existing transmission planning studies. The Eligible Customer will not be assessed a charge for such existing studies; however, the Eligible Customer will be responsible for charges associated with any modifications to existing planning studies that are reasonably necessary to evaluate the impact of the Eligible Customer's request for service on the Transmission System.

16.4. If in response to multiple Eligible Customers requesting service in relation to the same competitive solicitation, a single System Impact Study is sufficient for Swanton to accommodate the requests for service, the costs of that study shall be pro-rated among the Eligible Customers.

16.5. For System Impact Studies that Swanton conducts on its own behalf, Swanton shall record the cost of the System Impact Studies pursuant to Section 5.2.

17. Curtailment of Firm Local Transmission Service:

In the event that a Curtailment on Swanton's Transmission System, or a portion thereof, is required to maintain reliable operation of such system and the systems directly and indirectly interconnected with Swanton's Transmission System, Curtailments will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraint. If multiple transactions require Curtailment, to the extent practicable and consistent with Good Utility Practice, Swanton will curtail service to Local Network Customers and Local Transmission Customers taking Firm Local Point-to-Point Transmission Service on a basis comparable to the curtailment of service to Swanton's Native Load Customers. All Curtailments will be made on a non-discriminatory basis, however, Non-Firm Local Point-to-Point Transmission Service shall be

subordinate to Firm Local Point-to-Point Transmission Service. Long-Term Firm Local Point-to-Point Service will be curtailed on a pro rata basis with other Firm Local Point-to-Point Transmission Service. When Swanton determines that an electrical emergency exists on its Transmission System and implements emergency procedures to Curtail Firm Local Point-to-Point Transmission Service, the Local Transmission Customer shall make the required reductions upon request of Swanton. However, Swanton reserves the right to Curtail, in whole or in part, any Firm Local Point-to-Point Transmission Service provided under the Tariff when, in Swanton's sole discretion, an emergency or other unforeseen condition impairs or degrades the reliability of its Transmission System. Swanton will notify all affected Local Transmission Customers in a timely manner of any scheduled Curtailments, and if immediate action is required by Swanton it shall thereafter notify all affected Local Transmission Customers within a reasonable time thereafter.

18. Classification of Firm Local Transmission Service:

18.1. The Local Transmission Customer may purchase transmission service to make sales of capacity and energy from multiple generating units that are on Swanton's Transmission System. For such a purchase of transmission service, the resources will be designated as multiple Points of Receipt, unless the multiple generating units are at the same generating plant in which case the units would be treated as a single Point of Receipt.

18.2. Swanton shall provide firm deliveries of capacity and energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt at which firm transmission capacity is reserved by the Local Transmission Customer shall be set forth in the Firm Local Point-to-Point Service Agreement for Long-Term Firm Local Transmission Service along with a corresponding capacity reservation

associated with each Point of Receipt. Points of Receipt and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Local Transmission Service. Each Point of Delivery at which firm transfer capability is reserved by the Local Transmission Customer shall be set forth in the Firm Local Point-to-Point Service Agreement for Long-Term Firm Local Transmission Service along with a corresponding capacity reservation associated with each Point of Delivery. Points of Delivery and corresponding capacity reservations shall be as mutually agreed upon by the Parties for Short-Term Firm Local Transmission Service. The greater of either (1) the sum of the capacity reservations at the Point(s) of Receipt, or (2) the sum of the capacity reservations at the Point(s) of Delivery shall be the Local Transmission Customer's Reserved Capacity.

- 18.3.** The Local Transmission Customer will be billed for its Reserved Capacity under the terms of Schedule 7 of this Tariff. The Local Transmission Customer may not exceed its firm capacity reserved at each Point of Receipt and each Point of Delivery except as otherwise specified in this Tariff. In the event that a Local Transmission Customer (including Third-Party Sales by Swanton) exceeds its firm Reserved Capacity at any Point of Receipt or Point of Delivery, the Local Transmission Customer shall pay, in addition to the otherwise applicable charges, a charge for the unauthorized use equal to twice the applicable rate for the particular service and will be assessed a penalty charge as follows: (1) for unauthorized use within a single day, the penalty charge shall be based on the daily rate; (2) for unauthorized use in two or more days in a calendar week, the

penalty charge shall be based on the weekly rate; or (3) for multiple instances of unauthorized use in more than one calendar week in a calendar month, the penalty charge shall be based on the monthly rate.

18.4. Schedules for Firm Local Point-to-Point Transmission Service must be submitted to Swanton no later than 2:00 p.m. of the day prior to commencement of such service. Schedules submitted after 2:00 p.m. will be accommodated, if practicable. Hour-to-hour schedules of energy that are to be delivered must be stated in increments of 1 kW per hour. Scheduling changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. Swanton will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Local Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify Swanton, and Swanton shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered. In the case of load or generation assets recognized by ISO New England, registered by ISO New England for wholesale market settlement purposes and subject to ISO-New England or VELCO dispatch instructions, Swanton will adjust hourly schedules to follow ISO New England and/or VELCO dispatch instructions.

19. Procedures for Arranging Non-Firm Local Point-to-Point Transmission Service

19.1. Application: A request for Non-Firm Local Point-to-Point Transmission Service must contain a written, Completed Application to: Swanton Village, Inc., 120 First Street, P.O. Box 279, Swanton, Vermont 05488. All Non-Firm Local Point-to-Point Transmission Service requests should be submitted in writing containing the information listed below by transmitting the required information to Swanton by telefax, electronic mail, or other commercially acceptable methods that will provide a time-stamped record for establishing the priority of the Completed Application.

19.2. Completed Application: A Completed Application shall provide all of, but is not limited to, the following information:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) The Point(s) of Receipt and the Point(s) of Delivery;
- (iv) The maximum amount of capacity requested at each Point of Receipt and Point of Delivery; and
- (v) The proposed dates and hours for initiating and terminating transmission service hereunder.

In addition to the information specified above, when required to properly evaluate system conditions, Swanton also may ask the Local Transmission Customer to provide the following:

- (vi) The electrical location of the initial source of the power to be transmitted

pursuant to the Local Transmission Customer's request for service; and

- (vii) The electrical location of the ultimate load. Swanton will treat this information in (vi) and (vii) as confidential at the request of the Local Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, or for reliability purposes pursuant to Good Utility Practice.
- (viii) A statement indicating that the Eligible Customer will execute a Service Agreement upon receipt of notification that Swanton can provide the requested Transmission Service.

19.3. Reservation of Non-Firm Local Point-to-Point Transmission Service:

Requests for monthly service shall be submitted no earlier than sixty (60) days before service is to commence; requests for weekly service shall be submitted no earlier than fourteen (14) days before service is to commence, requests for daily service shall be submitted no earlier than two (2) days before service is to commence, and requests for hourly service shall be submitted no earlier than noon the day before service is to commence. Requests for service received later than 2:00 p.m. prior to the day service is scheduled to commence will be accommodated if practicable or at such reasonable times that are generally accepted in the region and are consistently adhered to by Swanton.

19.4. Response to a Completed Application: Following receipt of an acceptable Completed Application for Non-Firm Local Point-to-Point Transmission Service, Swanton shall make a determination of available transmission capability consistent with Attachment A of this Tariff. Swanton shall notify the Eligible

Customer as soon as practicable, but not later than (2) days after the date of receipt of a Completed Application.

19.5. Local Service Agreements: Swanton shall offer a standard form Non-Firm Local Point-to-Point Transmission Service Agreement (Attachment G) to an Eligible Customer when it submits a Completed Application for Non-Firm Local Point-to-Point Transmission Service pursuant to this Tariff. An Eligible Customer that uses Non-Firm Local Point-to-Point Transmission Service at a Point of Receipt or Point of Delivery that it has not reserved and that has not executed a Local Service Agreement will be deemed, for purposes of assessing any appropriate charges and penalties, to have executed the appropriate Local Service Agreement. The Local Service Agreement may specify any conditional curtailment options agreed upon by Swanton and the Local Transmission Customer.

19.6. Execution of Local Service Agreement: Failure of an Eligible Customer to execute and return the Non-Firm Local Point-to-Point Service Agreement within seven (7) days after it is tendered by Swanton, or prior to the first requested reservation date, whichever is sooner, will be deemed a withdrawal and termination of the Application. Nothing herein limits the right of an Eligible Customer to file another Completed Application after such withdrawal and termination.

20. Term:

Non-Firm Local Point-to-Point Transmission Service will be available for periods ranging from one (1) hour to one (1) month. However, a Customer of Non-Firm Local Point-to-

Point Transmission Service will be entitled to reserve a sequential term of service (such as a sequential monthly term without having to wait for the initial term to expire before requesting another monthly term) so that the total time period for which the reservation applies is greater than one month, subject to the requirements of Section 19.3.

21. Reservation Priority:

Non-Firm Local Point-to-Point Transmission Service shall be available from transfer capability in excess of that needed for reliable service to Native Load Customers, Local Network Customers and other Local Transmission Customers taking Long-Term and Short-Term Firm Local Point-to-Point Transmission Service. A higher priority will be assigned first to requests or reservations with a longer duration of service. In the event the Local Transmission System is constrained, competing requests of equal duration will be prioritized on the basis of first come first serve for the transmission service. Eligible Customers that have already reserved shorter term service have the right of first refusal to match any longer term request before being preempted. A longer term competing request for Non-Firm Local Point-to-Point Transmission Service will be granted if the Eligible Customer with the right of first refusal does not agree to match the competing request: (a) immediately for hourly Non-Firm Local Point-to-Point Transmission Service after notification by Swanton; and, (b) within 24 hours (or earlier if necessary to comply with the scheduling deadlines provided in Section 23.2) for Non-Firm Local Point-to-Point Transmission Service other than hourly transactions after notification by Swanton. Transmission service for Local Network Customers from resources other than designated Network Resources will have a higher priority than any Non-Firm Local Point-to-Point Transmission Service. Non-Firm Local Point-to-Point Transmission Service over secondary

Point(s) of Receipt and Point(s) of Delivery will have the lowest reservation priority under the Tariff.

22. Curtailment or Interruption of Non-Firm Local Transmission Service:

Swanton reserves the right to Curtail, in whole or in part, Non-Firm Local Point-to-Point Transmission Service provided under the Tariff for reliability reasons when an emergency or other unforeseen condition threatens to impair or degrade the reliability of its Transmission System or the systems directly and indirectly interconnected with Swanton's Transmission System. Swanton reserves the right to Interrupt, in whole or in part, Non-Firm Local Point-to-Point Transmission Service provided under the Tariff for economic reasons in order to accommodate (1) a request for Firm Local Transmission Service, (2) a request for Non-Firm Local Point-to-Point Transmission Service of greater duration, (3) transmission service for Local Network Customers from non-designated resources, or (4) transmission service for Firm Local Point-to-Point Transmission Service during conditional curtailment periods as described in Section 13.5. Swanton also will discontinue or reduce service to the Local Transmission Customer to the extent that deliveries for transmission are discontinued or reduced at the Point(s) of Receipt. Where required, Curtailments or Interruptions will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the constraints, however, Non-Firm Local Point-to-Point Transmission Service shall be subordinate to Firm Local Transmission Service. If multiple transactions require Curtailment or Interruption, to the extent practicable and consistent with Good Utility Practice, Curtailments or Interruptions will be made to transactions of the shortest term (e.g., hourly non-firm transactions will be Curtailed or Interrupted before daily non-firm transactions and daily non-firm transactions will be Curtailed or Interrupted before weekly non-firm transactions). Transmission service for Local Network Customers from

resources other than designated Network Resources will have a higher priority than any Non-Firm Local Point-to-Point Transmission Service under the Tariff. Non-Firm Local Point-to-Point Transmission Service over secondary Point(s) of Receipt and Point(s) of Delivery will have a lower priority than any Non-Firm Local Point-to-Point Transmission Service under the Tariff. Swanton will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice.

23. Classification of Non-Firm Local Point-to-Point Transmission Service

23.1. Non-Firm Local Point-to-Point Transmission Service shall be offered under terms and conditions contained in Part II of this Tariff. Swanton undertakes no obligation under this Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Local Point-to-Point Transmission Service. Parties requesting Non-Firm Local Point-to-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of this Tariff. In the event that a Local Transmission Customer (including Third-Party Sales by Swanton) exceeds its firm Reserved Capacity at any Point of Receipt or Point of Delivery, the Local Transmission Customer shall pay, in addition to the otherwise applicable charges, a charge for the unauthorized use equal to twice the applicable rate for the particular service and will be assessed a penalty charge as follows: (1) for unauthorized use within a single day, the penalty charge shall be based on the daily rate; (2) for unauthorized use in two or more days in a calendar week, the penalty charge shall be based on the weekly rate; or (3) for multiple instances of unauthorized use in more than one calendar week in a calendar

month, the penalty charge shall be based on the monthly rate. Non-Firm Local Point-to-Point Transmission Service shall include transmission of energy on an hourly basis and transmission of scheduled short-term capacity and energy on a daily, weekly or monthly basis, but not to exceed one month's reservation for any one Application, under Schedule 8 of this Tariff.

23.2. Scheduling of Non-Firm Local Point-to-Point Transmission Service:

Schedules for Non-Firm Local Point-to-Point Transmission Service must be submitted to Swanton no later than 2:00 p.m. of the day prior to commencement of such service. Schedules submitted after 2:00 p.m. will be accommodated, if practicable. Hour-to-hour schedules of energy that is to be delivered must be stated in increments of 1 kW per hour. Scheduling changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the Delivering Party and Receiving Party also agree to the schedule modification. Swanton will furnish to the Delivering Party's system operator, hour-to-hour schedules equal to those furnished by the Receiving Party (unless reduced for losses) and shall deliver the capacity and energy provided by such schedules. Should the Local Transmission Customer, Delivering Party or Receiving Party revise or terminate any schedule, such party shall immediately notify Swanton, and Swanton shall have the right to adjust accordingly the schedule for capacity and energy to be received and to be delivered. In the case of load or generation assets recognized by ISO New England, registered by ISO New England for wholesale market settlement purposes and subject to ISO-New England or VELCO dispatch instructions, Swanton will adjust hourly schedules to follow

those dispatch instructions and will base Non-Firm Local Point-to-Point charges on actual metered energy values resulting from those dispatch instructions and in accordance with rates set forth on Schedule 8.

24. Limitations on Assignment or Transfer of Service

If an Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any other specification set forth in its original Local Service Agreement, Swanton will consent to such change subject to the provisions of this Tariff, provided that the change will not impair the operation or reliability of Swanton's Transmission System or the generating, transmission or distribution facilities of other Vermont utilities.

25. Compensation for Transmission Service

Rates or formulae for determining rates for Firm and Non-Firm Local Point-to-Point Transmission Service are provided in the Schedules appended to this Tariff: Firm Local Point-to-Point Transmission Service (Schedule 7) and Non-Firm Local Point-to-Point Transmission Service (Schedule 8). Swanton shall use this Tariff to make its Third-Party Sales. Swanton shall account for such use at the applicable Local Service Schedule rates.

III LOCAL NETWORK SERVICE

26. Initiating Service

26.1 Condition Precedent for Receiving Service: Swanton will provide Local Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer completes an Application for service as provided under Part III of the Tariff, (ii) the Eligible Customer and Swanton complete the arrangements set forth in Sections 26.4 and 26.5, and (iii) the Eligible Customer executes a Network Operating Agreement with Swanton pursuant to Attachment E.

26.2 Application Procedures: An Eligible Customer requesting service under Part III of the Tariff must submit a Completed Application, with a deposit approximating the charge for one month of service, to Swanton at least sixty (60) days in advance of the calendar month in which service is to commence. Completed Applications for Local Network Integration Transmission Service will be assigned a priority according to the date and time the Completed Application is received, with the earliest Completed Application receiving the highest priority. Applications should be submitted to: General Manager, Swanton Village, Inc., 120 First Street, P.O. Box 279, Swanton, Vermont 05488. Swanton will consider requests for such network service on shorter notice when feasible. All Local Network Integration Transmission Service requests should be submitted in writing containing the information listed below by transmitting the required information to Swanton by telefax, electronic mail, or other commercially acceptable methods that will provide a time-stamped record for establishing the priority of the Completed Application.

A Completed Application shall provide all of the information including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the party requesting service;
- (ii) A statement that the party requesting service is, or will be upon commencement of service, an Eligible Customer under the Tariff;
- (iii) A description of the Local Network Load at each delivery point. This description should separately identify and provide the Eligible Customer's

best estimate of the total loads to be served at each transmission voltage level, and the loads to be served from each Swanton substation at the same transmission voltage level. The description should include a ten (10) year forecast of summer and winter load and resource requirements beginning with the first year after the service is scheduled to commence;

- (iv) The amount and location of any interruptible loads included in the Local Network Load. This shall include the summer and winter capacity requirements for each interruptible load (had such load not been interruptible), that portion of the load subject to interruption, the conditions under which an interruption can be implemented and any limitations on the amount and frequency of interruptions. An Eligible Customer should identify the amount of interruptible customer load (if any) included in the 10 year load forecast provided in response to (iii) above;
- (v) A description of Network Resources (current and 10-year projection). For each on-system Network Resource, such description shall include:
 - Unit size and amount of capacity from that unit to be designated as Network Resource
 - VAR capability (both leading and lagging) of all generators
 - Operating restrictions
 - Any periods of restricted operations throughout the year
 - Maintenance schedules
 - Minimum loading level of unit
 - Normal operating level of unit

- Any must-run unit designations required for system reliability or contract reasons
- Approximate variable generating cost (\$/MWH) for redispatch computations
- Arrangements governing sale and delivery of power to third parties from generating facilities located in Swanton’s Control Area, where only a portion of unit output is designated as a Network Resource;

For each off-system Network Resource, such description shall include:

- Identification of the Network Resource as an off-system resource
- Amount of power to which the customer has rights
- Identification of the control area from which the power will originate
- Delivery point(s) to Swanton’s Transmission System
- Transmission arrangements on the external transmission system(s)
- Operating restrictions, if any
- Any periods of restricted operations throughout the year
- Maintenance schedules
- Minimum loading level of unit
- Normal operating level of unit
- Any must-run unit designations required for system reliability or contract reasons
- Approximate variable generating cost (\$/MWH) for redispatch computations;

(vi) Description of Eligible Customer's transmission system:

- Load flow and stability data, such as real and reactive parts of the load, lines, transformers, reactive devices and load type, including normal and emergency ratings of all transmission equipment in a load flow format compatible with that used by Swanton
 - Operating restrictions needed for reliability
 - Operating guides employed by system operators
 - Contractual restrictions or committed uses of the Eligible Customer's transmission system, other than the Eligible Customer's Network Loads and Resources
 - Location of Network Resources described in subsection (v) above
 - 10 year projection of system expansions or upgrades
 - Transmission System maps that include any proposed expansions or upgrades
 - Thermal ratings of Eligible Customer's Control Area ties with other Control Areas;
- (vii) Service Commencement Date and the term of the requested Local Network Integration Transmission Service. The minimum term for Local Network Integration Transmission Service is one year;
- (viii) A statement signed by an authorized officer from or agent of the Network Customer attesting that all of the network resources listed pursuant to Section 26.2(v) satisfy the following conditions: (1) the Local Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation

where execution of a contract is contingent upon the availability of transmission service under Part III of the Tariff; and (2) the Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Local Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program; and

Unless the Parties agree to a different time frame, Swanton shall use best efforts to acknowledge the request within ten (10) business days of receipt. The acknowledgement must include a date by which a response, including a Local Network Operating Agreement, will be sent to the Eligible Customer. If a Completed Application fails to meet the requirements of this section, Swanton shall use best efforts to notify the Eligible Customer requesting service within fifteen (15) business days of receipt and specify the reasons for such failure. Wherever possible, Swanton will attempt to remedy deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the Transmission Provider shall return the Application without prejudice to the Eligible Customer filing a new or revised Completed Application that fully complies with the requirements of this section. The Eligible Customer will be assigned a new priority consistent with the date of the new or revised Completed Application.

26.3 Deposit: A Completed Application for Local Network Integration Transmission

Service also shall include a deposit of one month's charge for Reserved Capacity. If the Application is rejected by Swanton said deposit shall be returned with interest less any reasonable costs incurred by Swanton in connection with the review of the Application. The deposit also will be returned with interest less any reasonable costs incurred by Swanton if Swanton is unable to complete new facilities or upgrades needed to provide the service. If a Complete Application is withdrawn or the Eligible Customer decides not to enter into a Service Agreement for Local Network Integration Transmission Service, the deposit shall be refunded in full, with interest, less reasonable costs incurred by Swanton to the extent such costs have not already been recovered by Swanton from the Eligible Customer. Swanton will provide to the Eligible Customer a complete accounting of all costs deducted from the refunded deposit, which the Eligible Customer may contest if there is a dispute concerning the deducted costs. Deposits associated with construction of new facilities or upgrades are subject to the provisions of Attachment B. If a Service Agreement for Local Network Integration Transmission Service is executed, the deposit, with interest, will be returned to the Local Transmission Customer upon expiration or termination of the Service Agreement for Local Network Integration Transmission Service. Applicable interest shall be computed in accordance with the rate and method approved by the Vermont Public Service Board for customer deposits for retail electric service (Rule 3.200) unless otherwise specifically approved by the Board, and shall be calculated from the day the deposit check is credited to Swanton's account.

26.4 Technical Arrangements to be Completed Prior to Commencement of Service:

Local Network Integration Transmission Service shall not commence until Swanton and the Network Customer, or a third party, have completed installation of all equipment specified under the Local Network Operating Agreement consistent with Good Utility Practice and any additional requirements reasonably and consistently imposed to ensure the reliable operation of the Transmission System. Swanton shall exercise reasonable efforts, in coordination with the Local Network Customer, to complete such arrangements as soon as practicable taking into consideration the Service Commencement Date.

26.5 Network Customer Facilities: The provision of Local Network Integration Transmission Service shall be conditioned upon the Local Network Customer's constructing, maintaining and operating the facilities on its side of each delivery point or interconnection necessary to reliably deliver capacity and energy from Swanton's Transmission System to the Local Network Customer. The Local Network Customer shall be solely responsible for constructing or installing all facilities on the Local Network Customer's side of each such delivery point or interconnection.

27. Secondary Service

The Local Network Customer may use Swanton's Transmission System to deliver energy to its Local Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Local Point-to-Point Transmission Service under this Tariff.

28. Network Resources

28.1 Transmission Arrangements for Network Resources Not Physically

Interconnected With Swanton: The Local Network Customer shall be responsible for any arrangements necessary to deliver capacity and energy from a Network Resource not physically interconnected with Swanton's Transmission System. Swanton will undertake reasonable efforts to assist the Local Network Customer in obtaining such arrangements, including without limitation, providing any information or data required by such other entity pursuant to Good Utility Practice.

28.2 Limitation on Designation of Network Resources:

The Local Network Customer must demonstrate that it owns or has committed to purchase generation pursuant to an executed contract in order to designate a generating resource as a Network Resource. Alternatively, the Local Network Customer may establish that execution of a contract is contingent upon the availability of transmission service under this Tariff.

28.3 Use of Interface Capacity by the Local Network Customer:

There is no limitation upon a Local Network Customer's use of Swanton's Transmission System at any particular interface to integrate the Local Network Customer's Network Resources (or substitute economy purchases) with its Local Network Loads. However, unless otherwise provided by this Tariff, a Local Network Customer's use of Swanton's total interface capacity with other transmission systems may not exceed the Local Network Customer's Load.

28.4 Local Network Customer Owned Transmission Facilities: The Local Network Customer that owns existing transmission facilities that are integrated with Swanton's Transmission System may be eligible to receive consideration either through a billing credit or some other mechanism. In order to receive such consideration the Local Network Customer must demonstrate that its transmission facilities are integrated into the plans or operations of Swanton to serve Swanton's power and transmission customers. For facilities constructed by the Local Network Customer subsequent to the Service Commencement Date, the Local Network Customer shall receive credit where such facilities are jointly planned and installed in coordination with Swanton. Calculation of the credit shall be addressed in either the Local Network Customer's Local Service Agreement or any other written agreement between the Parties.

29. Local Network Load Not Physically Interconnected with Swanton

This section applies to both the initial designation and the subsequent addition of new Local Network Load not physically interconnected with Swanton. To the extent that the Local Network Customer desires to obtain transmission service for a load not connected to Swanton's Transmission System, the Local Network Customer shall have the option of (1) electing to include the entire load as Local Network Load for all purposes under this Tariff and designating Network Resources in connection with such additional Local Network Load, or (2) excluding that entire load from its Local Network Load and purchasing Local Point-to-Point Transmission Service under this Tariff. To the extent that the Local Network Customer gives notice of its intent to add a new Local Network Load as part of its Local Network Load pursuant to this

section the request must be made through a modification of service pursuant to a new Completed Application.

30. Load Shedding and Curtailment

30.1 Procedures: Prior to the Service Commencement Date, Swanton and the Local Network Customer shall establish Load Shedding and Curtailment procedures pursuant to the Local Network Operating Agreement with the objective of responding to contingencies on Swanton's Transmission System. The Parties will implement such programs during any period when Swanton or another transmission owner determines that a system contingency exists and such procedures are necessary to alleviate such contingency. Swanton will notify all affected Local Network Customers in a timely manner of any necessary Load Shedding and Curtailment Procedures on the Swanton system.

30.2 Transmission Constraints: During any period when Swanton determines that a transmission constraint exists on Swanton's Transmission System, or that the ISO or VELCO determines that a transmission constraint exists on the New England Transmission System, and such constraint may impair the reliability of Swanton's Transmission System, Swanton will take whatever actions, consistent with Good Utility Practice, are reasonably necessary to maintain the reliability of Swanton's Transmission System. To the extent Swanton determines that the reliability of Swanton's Transmission System can be maintained by re-dispatching resources, Swanton will work with the ISO and/or VELCO to initiate procedures pursuant to the Local Network Operating Agreement to redispatch all Network Resources and Swanton's own resources on a least-cost basis without regard to the ownership of

such resources. Any redispatch under this section may not discriminate between Swanton's use of Swanton's Transmission System on behalf of its Native Load Customers and any Local Network Customer's use of Swanton's Transmission System to serve its designated Local Network Load. In the event of redispatch, notice shall be given to any Local Transmission Customers.

30.3 Cost Responsibility for Relieving Transmission Constraints: Whenever Swanton implements least-cost redispatch procedures in response to a transmission constraint, Swanton and Local Network Customers will each bear a proportionate share of the total redispatch cost based on their respective Load Ratio Shares.

30.4 Curtailments of Scheduled Deliveries: If a transmission constraint on Swanton's Transmission System cannot be relieved through the implementation of least-cost redispatch procedures and Swanton determines that it is necessary to Curtail scheduled deliveries, the Parties shall Curtail such schedules in accordance with the Local Network Operating Agreement.

30.5 Allocation of Curtailments: Working with the ISO, Swanton shall, on a non-discriminatory basis, Curtail the transaction(s) that effectively relieve the constraint. However, to the extent practicable and consistent with Good Utility Practice, any Curtailment will be shared by Swanton and Local Network Customer in proportion to their respective Load Ratio Shares. Swanton shall not direct the Local Network Customer to Curtail schedules to an extent greater than Swanton would Curtail its own schedules under similar circumstances.

30.6 Load Shedding: To the extent that a system contingency exists on Swanton's Transmission System or the New England Transmission System and Swanton or the ISO or VELCO determines that it is necessary for Swanton and the Local Network Customer to shed load, the Parties shall shed load in accordance with previously established procedures under the Local Network Operating Agreement.

30.7 System Reliability: Notwithstanding any other provisions of this Schedule, Swanton reserves the right, consistent with Good Utility Practice and on a not unduly discriminatory basis, to Curtail Local Network Service without liability on Swanton's part for the purpose of making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where the continuance of Local Network Service would endanger persons or property. In the event of any adverse condition(s) or disturbance(s) on Swanton's Transmission System or on any other system(s) directly or indirectly interconnected with Swanton's Transmission System, Swanton, consistent with Good Utility Practice, also may Curtail Local Network Service in order to (i) limit the extent or damage of the adverse condition(s) or disturbance(s), (ii) prevent damage to generating, distribution or transmission facilities, or (iii) expedite restoration of service. Swanton will give the Local Network Customer as much advance notice as is practicable in the event of such Curtailment. Any Curtailment of Local Network Service will not be unduly discriminatory relative to Swanton's use of Swanton's Transmission System on behalf of its Native Load Customers. Swanton shall specify the rate treatment and all related terms and conditions applicable in the

event that the Local Network Customer fails to respond to established Load Shedding and Curtailment procedures.

31. Rates and Charges

The Local Network Customer shall pay Swanton for any Direct Assignment Facilities, Ancillary Services, and applicable study costs, as otherwise described in this Tariff, and also the following:

31.1 Monthly Demand Charge: The Local Network Customer shall pay a Monthly Demand Charge specified in Schedule 9, which shall be determined each month by multiplying its Load Ratio Share for that month times Swanton's Transmission Revenue Requirement for that month as specified in Attachment D-1 of this Tariff.

31.2 Determination of Network Customer's Monthly Local Network Load: The Local Network Customer's monthly Local Network Load is its hourly load (including its designated Local Network Load not physically interconnected with Swanton's Transmission System) coincident with Swanton's Monthly Transmission System Peak.

31.3 Determination of Swanton's Monthly Transmission System Load: Swanton's Monthly Transmission System Load is the twelve month average of: Swanton's Monthly Transmission System Peak plus all Local Reserved Capacity, plus all Local Network Load pursuant to this Tariff.

31.4 Redispatch Charge: The Local Network Customer shall pay a Load Ratio Share of any redispatch costs allocated between the Local Network Customer and Swanton. To the extent that Swanton incurs an obligation to the Local Network

Customer for redispatch costs, such amounts shall be credited against the Local Network Customer's bill for the applicable month.

32. Operating Arrangements

32.1 Operating Under The Local Network Operating Agreement: The Local Network Customer shall plan, construct, operate and maintain its facilities in accordance with Good Utility Practice and in conformance with the Local Network Operating Agreement.

32.2 Local Network Operating Agreement: The terms and conditions under which the Local Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of this Tariff shall be specified in the Local Network Operating Agreement. The Local Network Operating Agreement shall provide for the Parties to (i) operate and maintain equipment necessary for integrating the Local Network Customer within Swanton's Transmission System (including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment), (ii) transfer data between Swanton and the Local Network Customer (including, but not limited to, heat rates and operational characteristics of Network Resources, generation schedules for units outside Swanton's Transmission System, interchange schedules, unit outputs for redispatch, voltage schedules, loss factors and other real time data), (iii) use software programs required for data links and constraint dispatching, (iv) exchange data on forecasted loads and resources necessary for long-term planning, and (v) address any other technical and operational considerations required for implementation of the Tariff, including

scheduling protocols. The Local Network Operating Agreement will recognize that the Local Network Customer shall either (i) operate as a Control Area under applicable guidelines of the North American Electric Reliability Council (NERC) and the Northeast Power Coordinating Council (NPCC), (ii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with Swanton and/or with the ISO for Ancillary Services identified in Schedules 1 through 6 in this Tariff, or (iii) satisfy its Control Area requirements, including all necessary Ancillary Services, by contracting with another entity, consistent with Good Utility Practice, which satisfies NERC and NPCC requirements. Swanton shall not unreasonably refuse to accept contractual arrangements with another entity for Ancillary Services. The Local Network Operating Agreement is included in Attachment E.

32.3 Local Network Operating Committee: A Local Network Operating Committee (Committee) shall be established to coordinate operating criteria for the Parties' respective responsibilities under the Local Network Operating Agreement. Each Local Network Customer shall be entitled to have at least one representative on the Committee. The Committee shall meet from time to time as need requires, but no less than once each calendar year.

SCHEDULE 1

Scheduling, System Control and Dispatch Service

This service is required to schedule the movement of power through, out of, within, or into a Control Area. This service can be provided only by the operator of the Control Area in which the transmission facilities used for transmission service are located. To the extent that ISO-New England charges Swanton for Scheduling, System Control and Dispatch Service specifically identified as the Local Transmission Customer's responsibility, Swanton will pass those Scheduling, System Control and Dispatch Service charges through to the Local Transmission Customer.

SCHEDULE 2

Reactive Supply and Voltage Control From Generation Sources Service

In order to maintain transmission voltages on Swanton's transmission facilities within acceptable limits, generation facilities under the control of the ISO New England are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation Sources Service must be provided for each transaction on Swanton's transmission facilities. The amount of Reactive Supply and Voltage Control from Generation Sources Service that must be supplied with respect to the Local Transmission Customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in the region and consistently adhered to by Swanton. Reactive Supply and Voltage Control from Generation Sources Service is to be secured by the Local Transmission Customer from the ISO New England. To the extent that ISO-New England charges Swanton for Reactive Supply and Voltage Control Service specifically identified as the Local Transmission Customer's responsibility, Swanton will pass those Reactive Supply and Voltage Control Service charges through to the Local Transmission Customer.

SCHEDULE 3

Regulation and Frequency Response Service

Regulation and Frequency Response Service (Automatic Generator Control) is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service (Automatic Generator Control) is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) as necessary to follow the moment-by-moment changes in load. The obligation to maintain this balance between resources and load lies with ISO-NE or other Designated Agent that performs this function for Swanton when the transmission service is used to serve load within the Control Area. When transmission service is used to serve load connected to Swanton's Transmission System, the Local Transmission Customer must make arrangements with the ISO New England to satisfy its Regulation and Frequency Response Service obligation. To the extent that ISO-New England charges Swanton for Regulation and Frequency Response Service specifically identifiable as the Local Transmission Customer's responsibility, Swanton will pass those charges through to the Local Transmission Customer.

SCHEDULE 4

Energy Imbalance Service

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a Control Area over a single hour. When transmission service is used to serve load connected to Swanton's Transmission System, the Local Transmission Customer must make arrangements with the ISO New England to satisfy its Energy Imbalance Service obligation. To the extent that ISO-New England charges Swanton for Energy Imbalance Service specifically identifiable as the Local Transmission Customer's responsibility, Swanton will pass those charges through to the Local Transmission Customer.

SCHEDULE 5

Operating Reserve – Spinning Reserve Service

Operating Reserve - Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Operating Reserve - Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output. When transmission service is used to serve load connected to Swanton's Transmission System, the Local Transmission Customer must make arrangements with the ISO New England to satisfy its Operating Reserve – Spinning Reserve Service obligation. To the extent that ISO-New England charges Swanton for Operating Reserve – Spinning Reserve Service specifically identifiable as the Local Transmission Customer's responsibility, Swanton will pass those charges through to the Local Transmission Customer.

SCHEDULE 6

Operating Reserve – Supplemental Reserve Service

Operating Reserve – Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Operating Reserve – Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load. When transmission service is used to serve load connected to Swanton's Transmission System, the Local Transmission Customer must make arrangements with the ISO New England to satisfy its Operating Reserve – Supplemental Reserve Service obligation. To the extent that ISO-New England charges Swanton for Operating Reserve – Supplemental Reserve Service specifically identifiable as the Local Transmission Customer's responsibility, Swanton will pass those charges through to the Local Transmission Customer.

SCHEDULE 7

Long-Term Firm and Short-Term Firm Local Point-to-Point Transmission Service

The Local Transmission Customer shall compensate Swanton each month for Reserved Capacity at the sum of the applicable rates and charges set forth below, derived in accordance with the rate formulas given in Attachment D:

1. Firm Local Transmission Rate

Monthly Firm Local Transmission Rate: FTR, as calculated pursuant to Attachment D in this Tariff, payable on a monthly basis, for each kW-Month of Reserved Capacity: \$0.114 per kW-Month.

Weekly Firm Local Transmission Rate: Twelve times the Monthly Firm Local Transmission Rate, as calculated pursuant to Attachment D in this Tariff, divided by 52, payable on a monthly basis, for each kW-Week of Reserved Capacity: \$0.026 per kW-Week.

Daily Firm Local Transmission Rate: Twelve times the Monthly Firm Local Transmission Rate, as calculated pursuant to Attachment D in this Tariff, divided by 365, payable on a monthly basis, for each kW-Day of Reserved Capacity: \$0.004 per kW-Day.

2. Distribution Rate (add to Firm Local Transmission Rate if source or sink is distribution primary voltage, i.e. less than 46 kV)

Monthly Local Distribution Rate: DR, as calculated pursuant to Attachment D in this Tariff, payable on a monthly basis, for each kW-Month of Reserved Capacity: \$9.06 per kW-Month.

Weekly Local Distribution Rate: Twelve times the Monthly Local Distribution Rate, as calculated pursuant to Attachment D in this Tariff, divided by 52, payable on a monthly basis, for each kW-Week of Reserved Capacity: \$2.091 per kW-Week.

Daily Local Distribution Rate: Twelve times the Monthly Local Distribution Rate, as calculated pursuant to Attachment D in this Tariff, divided by 365, payable on a monthly basis, for each kW-Day of Reserved Capacity: \$0.298 per kW-Day.

SCHEDULE 8

Non-Firm Local Point-to-Point Transmission Service

The Local Transmission Customer shall compensate Swanton for Non-Firm Local Point-to-Point Transmission Service at the sum of the applicable charges set forth below, derived in accordance with the rate formula given in Attachment D:

1. Non-Firm Local Transmission Rate

Non-Firm On-peak Local Transmission Rate: FTR, as calculated pursuant to Attachment D in this Tariff, multiplied by 12 and divided by 4,160 (and multiplied by 1000 to be expressed in mills/kWh,) payable on a monthly basis, for each On-Peak kWh of metered usage during the month: 0.327 mills per kWh.

Non-Firm Off-Peak Local Transmission Rate: FTR, as calculated pursuant to Attachment D in this Tariff, multiplied by 12 and divided by 8,760 (and multiplied by 1000 to be expressed in mills/kWh,) payable on a monthly basis, for each Off-Peak kWh of metered usage during the month: 0.156 mills per kWh.

2. Distribution Rate (add to Non-Firm Local Transmission Rate if source or sink is distribution primary voltage, i.e. less than 46 kV)

Hourly Distribution Rate: Twelve times the Monthly Distribution Rate, as calculated pursuant to Attachment D in this Tariff, divided by 8760 (and multiplied by 1000 to be expressed in mills/kWh), payable on a monthly

basis, for each kWh of metered usage during the month: 12.410 mills per kWh.

SCHEDULE 9

Monthly Demand Charge for Local Network Service

The Monthly Demand Charge for Local Network Service shall be one twelfth of the Annual Transmission Revenue Requirement, currently set at \$67,244, derived in accordance with the rate formulas given in Attachment D, times the Local Network Customer's Load Ratio Share as defined in the Tariff:

2. Local Distribution Charge (add to Local Transmission Charge if source or sink is distribution primary voltage, i.e. less than 46 kV)

Monthly Local Distribution Charge: DR, as calculated pursuant to Attachment D in this Tariff, payable on a monthly basis, for each kW-Month of the Local Network Customer's Network Load

ATTACHMENT A

Methodology to Assess Available Transmission Capability

1. When necessary, Swanton will estimate Available Transmission Capacity (“ATC”) as the amount of unused capacity remaining after considering Swanton’s Total Transmission Capacity and Swanton’s existing and pending firm transmission service commitments. The following outlines the methodology that Swanton will employ when necessary to estimate whether sufficient transmission transfer capacity is available for an Application for Local Network Service. **Available Transmission Capacity** is the amount of unused capacity after consideration of reliability requirements to meet Swanton’s obligation to serve its own load and to meet obligations of existing firm transmission customers and pending valid Applications for Local Firm Transmission Service under this Tariff or other existing agreements predating this Tariff.
2. **Guidelines and Principles** – When estimating ATC, Swanton will apply the following, as amended and/or adopted from time to time:
 - Good Utility Practice;
 - Criteria, rules and reliability standards of ISO New England;
 - Northeast Power Coordinating Council criteria and guidelines.
3. **Transmission System Model Representation** – When the total transfer capability (TTC) of an interface is not available from ISO New England analysis, Swanton will estimate TTC using system models that it deems appropriate for study of the application for Firm Local Point-to-Point Transmission Service. To the extent available and appropriate, Swanton may refer to a library of load flow cases prepared by ISO New England for studies of the New England area. The models may include

representations of other NPCC and neighboring systems. These load flow cases include individual system model representations provided by ISO Participants and represent forecasted system conditions for up to ten years into the future. This library of load flow cases is maintained and updated as appropriate by the ISO, and is consistent with information filed under FERC Form 715. Additional system models and operating conditions, including assumptions specific to a particular analysis, may be developed for conditions not available in the library of load flow cases. The system models may be modified, if necessary, to include additional system information on load, transfers and configuration, as it becomes available.

4. Determination of Available Transmission Capacity – ATC will be based on appropriate adjustments for Firm Local Point-To-Point reservations in the direction of the requested transfer. Establishment of ATC will include requirements indicated in Item 1 above and will be the minimum of the remaining capacity estimated from conditions studied in Item 3. To the extent practicable, Swanton will rely on existing transmission planning studies in making such estimates.

5. Jointly Owned or Controlled Transmission Facilities – Where Swanton jointly owns or controls transmission with other utilities or adjoining areas, Swanton's entitlement for use of such lines will be considered in determining ATC in accordance with provisions of this Tariff and consistent with pre-existing agreements on Swanton's rights governing such use. Obtaining Firm Transmission Service over other utilities' facilities is the responsibility of the requesting Local Transmission Customer.

6. Available Capacity Different from Amount Requested – In accordance with the terms and conditions of the Tariff to which this Attachment is appended, the

requesting Local Transmission Customer will be notified of the ATC for the terms identified on the application form.

ATTACHMENT B

Methodology for Completing a System Impact Study

Whenever a System Impact Study performed by Swanton in connection with a request for transmission service identifies the need for new facilities or upgrades, the Local Transmission Customer shall be responsible for such costs.

When Swanton determines on a non-discriminatory basis that a System Impact Study is needed because its Transmission System may be inadequate to accommodate a request for Firm Local Point-to-Point Transmission Service or Local Network Service, Swanton will employ the following methodology to estimate the transmission system impact of the application for service and/or any costs for system redispatch, Direct Assignment Facilities or Network Upgrades that would be incurred in order to provide the requested transmission service.

- 1- **System Impact** will be estimated on consideration of reliability requirements to:
 - Meet obligations under Swanton's agreements that predate this Tariff;
 - Meet obligations of existing and pending Valid Requests for firm transmission service under this Tariff;
 - Meet obligations pursuant to previous commitments for service under this Tariff; and
 - Maintain thermal, voltage and stability system performance within acceptable regional practices.

- 2- **Guidelines and Principles followed by Swanton** – When performing the System Impact Study, Swanton will apply if applicable, the following as amended and/or adopted from time to time:
 - Good Utility Practice;

- ISO New England criteria, rules and reliability standards;
- Northeast Power Coordinating Council criteria and guidelines.

- 3- Transmission System Model Representation** - The transmission system model deemed appropriate by Swanton may be based on a library of load flow cases prepared by ISO New England for studies of the New England area. The models may include representations of other NPCC and neighboring systems. These load flow cases include individual system model representations provided by ISO New England Participants and represent forecasted system conditions for up to ten years into the future. This library of load flow cases is maintained and updated as appropriate by the ISO New England, and is consistent with information filed under FERC Form 715. Swanton will use system models that it deems appropriate for study of the application for Firm Local Point-to-Point Transmission Service. Additional system models and operating conditions, including assumptions specific to a particular analysis, may be developed for conditions not available in the library of load flow cases. The system models may be modified, if necessary, to include additional system information on load, transfers and configuration, as it becomes available.
- 4- System Conditions** – Loading of transmission system elements shall take into consideration the normal ratings for pre-contingency conditions, long term emergency (LTE) ratings for post-contingency conditions, and short-term emergency (STE) ratings for post-contingency conditions. Transmission System steady state voltages shall be within the applicable design ratings of connected

equipment for normal and emergency conditions. Normal and post-contingency voltages shall be in accordance with Swanton and ISO New England standards.

- 5- **Short Circuits** – Transmission System short circuit currents shall be within the applicable equipment design ratings.
- 6- **Study Analysis** – System impact of the integration of a new Network Resource or new interconnection point will be evaluated to meet the requirements of design, identified in the guidelines and principles under Item 2, to provide sufficient transmission capability to maintain stability and to maintain thermal and voltage levels of lines and equipment within applicable limits. The same applies to the evaluation of Firm Local Point-to-Point Transmission Service when it has been determined that insufficient transmission capacity is available and a System Impact Study must be conducted.
- 7- **Loss Evaluation** – The impact of losses on Swanton’s Transmission System will be taken into account in the System Impact Study to ensure Good Utility Practice in the design and operation of its system.
- 8- **System Protection** – Protection requirements will be evaluated by Swanton in accordance with its standard procedures.
- 9- **Study Scope and Reporting** – The study will determine the impacts and identify changes required, if any, to Swanton’s existing Transmission System. Swanton will provide the Eligible Customer with a written report of the physical interconnection alternative(s), required Swanton system additions and/or modifications, if any, associated study grade cost estimates and the results of the analysis.

ATTACHMENT C

This Attachment has been intentionally left blank.

ATTACHMENT D

Swanton's Rate Formulas and Methodology

1. Swanton's transmission rates shall be determined by the following formulas:
 - a. Firm Local Point-to-Point Transmission Service: The monthly firm local point-to-point transmission rate shall be calculated as

$$FTR=TRR/TSPL/12$$

where FTR is the monthly firm local point-to-point transmission rate in dollars per kW-month

TRR is the Annual Transmission Revenue Requirement

TSPL The twelve month average of: Swanton's Monthly Transmission System Peak plus all Local Reserved Capacity plus all Local Network Load pursuant to this Tariff

- b. Firm Local Point-to-Point Transmission on a weekly or daily basis shall be calculated as the FTR multiplied by 12 and divided by 52 and by 365 respectively.

- c. Non-Firm Local Point-to-Point Transmission. The hourly non-firm local transmission rate shall be calculated as:

- On-peak: FTR multiplied by 12 and divided by 4160 (multiplied by 1000 to be expressed in mills/kW-hr)
- Off-peak: FTR multiplied by 12 and divided by 8760 (multiplied by 1000 to be expressed in mills/k/w-hr)

2. Swanton's distribution rate (for a source or sink located on the distribution system shall be determined by the following formulas:

- a. The monthly distribution rate for firm or non-firm service shall be calculated as

$$DR=DFC/DSPL/12$$

where DR is the monthly distribution rate in dollars per kW-month

DFC is the Annual Distribution Facilities Cost as calculated in Attachment D-2 of this Tariff

DSPL is the twelve month average of: Swanton's Monthly Transmission System Peak plus all Local Reserved Capacity, plus all Local Network Load pursuant to this Tariff of all Local Transmission Customers taking service at distribution levels.

b. Distribution service on a weekly, daily or hourly basis shall be calculated as the DR multiplied by 12 and divided by 52, by 365 or by 8760 respectively.

3. Swanton's Annual Transmission Revenue Requirement and Annual Distribution Facilities Cost shall be determined by application of the formulas set out below to Swanton's costs and loads.
4. The formulas shall be in effect until amended by Swanton.

ATTACHMENT D-1

Swanton's Annual Transmission Revenue Requirement

The Annual Transmission Revenue Requirement (TRR) shall be calculated by the following method and formula, using data reported in Swanton's Small Electric Company Annual Report to the Vermont Department of Public Service:

TPE shall be the Transmission Plant Expense as reported in Accounts 560-576, excluding account 565, Transmission by Others.

TPD shall be the Transmission Depreciation Allowance accrued during the test year as reported in Accounts 350-359.

TPI shall be the portion of Indirect Expenses allocable to transmission as reported in Account 926 multiplied by Allocation Factor OML.

IT shall be the portion of Interest Expense allocable to transmission as reported in Accounts 427-432 multiplied by Allocation Factor GTP.

AGE shall be the portion of Administrative and General Expenses allocable to transmission as reported in Accounts 920-935, excluding accounts 926 and 928, multiplied by Allocation Factor OML.

GPDT shall be the portion of General Plant Depreciation accrued during the test year allocable to transmission as reported in Accounts 390-399 multiplied by Allocation Factor GTP.

TPT shall be the portion of Payroll Taxes allocable to transmission as reported in Account 408, Federal FICA Tax and Vermont Unemployment Tax, multiplied by Allocation Factor OML.

TOT shall be the portion of Property Taxes and Other Plant-Related Taxes allocable to transmission as reported in Account 408, Local Property Tax, multiplied by Allocation Factor GTP.

TGF shall be the portion of Transfers to General Fund allocable to transmission as reported in Account 408, Contributions to Government Units, multiplied by Allocation Factor GTP.

DOI shall be the portion of other revenue and miscellaneous income allocable to transmission as reported in Accounts 415-421, 451, 454, and 456 multiplied by Allocation Factor GP.

OTR shall be the portion of other wholesale revenue, derived from sources other than this tariff, allocable to transmission as reported in Account 447 and multiplied by the ratio of Transmission Plant to sum of Transmission and Distribution Plant.

Allocation Factors shall be defined as follows:

OML, the O&M Labor Allocation Factor, shall be the ratio of Transmission Salaries and Wages to Total O&M Salaries and Wages (excluding Administrative and General Salaries and Wages).

GTP, the Gross Transmission Plant Allocation Factor, shall be the ratio of Transmission Plant In-Service (including the portion of General Plant In-Service allocable to transmission using the General Plant Allocation Factor) to the Total Electric Plant In-Service.

GP, the General Plant Allocation Factor, shall be the ratio of Transmission Plant In-Service to Total Non-general Plant In-Service.

$$\text{TRR} = \text{TPE} + \text{TPD} + \text{TPI} + \text{IT} + \text{AGE} + \text{GPDT} + \text{TPT} + \text{TOT} + \text{TGF} + \text{DOI} + \text{OTR}$$

ATTACHMENT D-2

Swanton's Annual Distribution Facilities Cost

The Annual Distribution Facilities Cost (DFC) shall be calculated by the following method and formula, using data reported in Swanton's Small Electric Company Annual Report to the Vermont Department of Public Service:

DPE shall be the Distribution Plant Expense as reported in Accounts 580-598 less Line Transformers (Account 595) and Street Lighting and Signal Systems (Account 585).

DPD shall be the Distribution Depreciation Allowance accrued during the test year as reported in Accounts 360-373, less Line Transformers (Account 368), Services (Account 369), and Street Lighting and Signal Systems (Account 373).

DPI shall be the portion of Indirect Expenses allocable to distribution as reported in Account 926 multiplied by Allocation Factors OMLD and DPN.

ID shall be the portion of Interest Expense allocable to distribution as reported in Accounts 427-432 multiplied by Allocation Factors GPD and DPN.

AGED shall be the portion of Administrative and General Expenses allocable to distribution as reported in Accounts 920-935, excluding accounts 926 and 928, multiplied by Allocation Factors OMLD and DPN

GPDD shall be the portion of General Plant Depreciation accrued during the test year allocable to distribution as reported in Accounts 390-399 multiplied by Allocation Factors GDP and DPN.

DPT shall be the portion of Payroll Taxes allocable to distribution as reported in Account 408, Federal FICA Tax and Vermont Unemployment Tax, multiplied by Allocation Factors OMLD and DPN.

DOT shall be the portion of Property Taxes and Other Plant-Related Taxes allocable to distribution as reported in Account 408, Local Property Tax, multiplied by Allocation Factors GDP and DPN.

DOI shall be the portion of other revenue and miscellaneous income allocable to distribution as reported in Accounts 415-421, 451,454, and 456 multiplied by Allocation Factor GPD.

OTR shall be the portion of other wholesale revenue, derived from sources other than this tariff, allocable to distribution as reported in Account 447 and multiplied by the ratio of Distribution Plant to the sum of Transmission and Distribution Plant.

TGFD shall be the portion of Transfers to General Fund allocable to distribution as reported in Account 408, Contributions to Government Units, multiplied by Allocation Factors GDP and DPN.

Allocation Factors shall be defined as follows:

OMLD, the O&M Distribution Labor Allocation Factor, shall be the ratio of Distribution Salaries and Wages to Total O&M Salaries and Wages (excluding Administrative and General Salaries and Wages).

GDP, the Gross Distribution Plant Allocation Factor, shall be the ratio of Distribution Plant In-Service (including the portion of General Plant In-Service allocable to

distribution using the General Plant Allocation Factor) to the Total Electric Plant In-Service.

GPD, the General Plant Allocation Factor, shall be the ratio of Distribution Plant In-Service to Total Non-General Plant In-Service.

DPN, The Net Distribution Plant Allocation Factor, shall be the ratio of Distribution Plant In-Service less Line transformers, Services, and Street lighting and signal systems.

$$DFC = DPE + DPD + DPI + ID + AGED + GPDD + DPT + DOT + TGFD + DOI + OTR$$

ATTACHMENT E

Local Network Operating Agreement

This Local Network Operating Agreement is made this ____ day of _____, 20__, by and between Swanton Village, Inc. (“Swanton”), and _____ (“Local Network Customer”).

WHEREAS, Swanton has determined that the Local Network Customer has made a valid request for Local Network Service in accordance with Swanton’s Local Service Tariff (“Tariff”); and

WHEREAS, the Local Network Customer has represented that it is an Eligible Customer qualified to take service under the Tariff,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. General Terms and Conditions

This Local Network Operating Agreement is an implementing agreement for Local Network Service under the Tariff and is subject to the Tariff as it is in effect at the time this Agreement is executed or as it thereafter may be amended. In the case of any conflict between this Local Network Operating Agreement and the Tariff, the Tariff shall control.

Swanton agrees to provide local transmission service to the Local Network Customer's equipment or facilities, subject to the Local Network Customer operating its facilities in accordance with applicable criteria, rules, standards, procedures, or guidelines of Swanton, ISO-New England, and the Northeast Power Coordinating Council ("NPCC"), as they may be adopted and/or amended from time to time. In addition to those requirements, service to the

Local Network Customer's equipment or facilities is provided subject to the following specified terms and conditions.

- a. Electrical Supply: The electrical supply to the Point(s) of Delivery shall be in the form of three-phase sixty hertz alternating current at a voltage class determined by mutual agreement of the parties.
 - b. Coordination of Operations: Swanton shall consult with the Local Network Customer regarding timing of scheduled maintenance of the Transmission System, and Swanton shall schedule any shutdown or withdrawal of facilities to coincide with the Local Transmission Customer's equipment or facilities, etc. scheduled outages of the Local Transmission Customer's resources, to the extent practicable. In the event Swanton is unable to schedule the shutdown of its facilities to coincide with Local Transmission Customer's schedule, Swanton shall notify the Local Transmission Customer and/or its Designated Agent, in advance if feasible, of reasons for the shutdown, the time scheduled for it to take place, and its expected duration. In the event of a curtailment of service or the implementation of load shedding procedures, Swanton shall use due diligence to resume delivery of electric power as quickly as possible.
2. Reporting Obligations:
- a. The Local Network Customer shall be responsible for providing all information required by Swanton's dispatching functions. Failure by the Local Transmission Customer to do so may constitute delinquency. Delinquency in responding by the Local Transmission Customer may result in Swanton taking action as described in section 11 below. The Local Network Customer shall respond promptly and completely to Swanton's requests

for information, including but not limited to data necessary for operations, maintenance, regulatory requirements and analysis. In particular, that information may include:

- i. For Local Network Loads: 10-year annual peak load forecast; load power factor performance; load shedding capability; under frequency load shedding capability; disturbance/interruption reports; protection system setting conformance; system testing and maintenance conformance; planned changes to protection systems; metering testing and maintenance conformance; planned changes in transformation capability; conformance to harmonic and voltage fluctuation limits; dead station tripping conformance; and voltage reduction capability conformance.
 - ii. For Network Resources and interconnected generators: 10 year forecast of generation capacity retirements and additions; generator reactive capability verification; generator under frequency relaying conformance; protection system testing and maintenance conformance; planned changes to protection system; and planned changes to generation parameters.
- b. The Local Network Customer shall supply accurate and reliable information to Swanton regarding metered values for MW, MVAR, volt, amp, frequency, breaker status indication, and all other information deemed necessary by Swanton for safe and reliable operation. Information shall be gathered for electronic communication using one or more of the following: supervisory control and data acquisition ("SCADA"), remote terminal unit ("RTU") equipment, and remote access pulse recorders ("RAPR"). All equipment used for metering, SCADA, RTU, RAPR, and communications must be approved by Swanton.

3. Operational Obligations

The Local Network Customer shall request permission from Swanton prior to opening and/or closing circuit breakers in accordance with applicable switching and operating procedures. The Local Network Customer shall carry out all switching orders from Swanton or Swanton's Designated Agent in a timely manner.

- a. The Local Network Customer shall balance the load at the Point(s) of Delivery such that the differences in the individual phase currents are acceptable to Swanton.
- b. The Local Network Customer's equipment shall conform with harmonic distortion and voltage fluctuation standards of Swanton.
- c. The Local Network Customer's equipment must comply with all environmental requirements to the extent they impact the operation of Swanton's system.
- d. The Local Network Customer shall operate all of its equipment and facilities connected to Swanton's system in a safe and efficient manner and in accordance with manufacturers' recommendations, Good Utility Practice, applicable regulations, and applicable requirements of Swanton, the ISO, NPCC, the National Electric Safety Code and the National Electric Code.
- e. The Local Network Customer is responsible for supplying voltage regulation equipment on its sub transmission and distribution facilities.

4. Notice of Transmission Service Interruptions

If at any time, in the reasonable exercise of Swanton's judgment, operation of the Local Network Customer's equipment adversely affects the quality of service or interferes with the safe and reliable operation of the system, Swanton may discontinue transmission service until the condition has been corrected. Unless Swanton perceives that an emergency exists or the risk of

an emergency is imminent, Swanton shall give the Local Network Customer reasonable notice of its intention to discontinue transmission service and, where practical, allow suitable time for the Local Network Customer to remove the interfering condition. Swanton's judgment with regard to the discontinuance of service under this paragraph shall be made in accordance with Good Utility Practice. In the case of such discontinuance, Swanton shall immediately confer with the Local Network Customer regarding the conditions causing such discontinuance and its recommendation concerning timely correction thereof.

5. Access and Control

Properly accredited representatives of Swanton shall at all reasonable times have access to the Local Network Customer's facilities to make reasonable inspections and obtain information required in connection with the Tariff. Such representatives shall make themselves known to the Local Network Customer's personnel, state the object of their visit, and conduct themselves in a manner that shall not interfere with the construction or operation of the Local Network Customer's facilities. Swanton shall have control such that it may open or close the circuit breaker or disconnect and place safety grounds at the Point(s) of Delivery, or at the station, if the Point(s) of Delivery is remote from the station.

6. Point(s) of Delivery

Local Network Service shall be provided by Swanton to the Point(s) of Delivery as specified by the Local Network Customer in accordance with the Tariff. Each Point of Delivery shall have a unique identifier, meter location, meter number, metered voltage, terms on meter compensation and, the actual, or if not currently in service, the projected in-service year.

7. Maintenance of Equipment

a. Unless otherwise agreed, Swanton shall own all metering equipment.

- b. The Local Network Customer shall maintain all of its equipment and facilities connected to Swanton's system in a safe and efficient manner and in accordance with manufacturers' recommendations, Good Utility Practice, applicable regulations and requirements of Swanton, the ISO and NPCC.
- c. Swanton may request that the Local Network Customer test, calibrate, verify or validate the data link, metering, data acquisition, transmission, protective, or other equipment or software owned by the Local Network Customer, consistent with the Local Network Customer's routine obligation to maintain its equipment and facilities or for the purposes of investigating potential problems on the Local Network Customer's facilities. The Local Network Customer shall be responsible for the cost to test, calibrate, verify or validate the equipment or software.
- d. Swanton shall have the right to inspect the tests, calibrations, verifications and validations of the Local Network Customer's data link, metering, data acquisition, transmission, protective, or other equipment or other software connected to Swanton's system.
- e. The Local Network Customer, at Swanton's request, shall supply Swanton with a copy of the installation, test, and calibration records of the data link, metering, data acquisition, transmission, protective or other equipment or software owned by the Local Network Customer and connected to Swanton's system.
- f. Swanton shall have the right, at the Local Network Customer's expense, to monitor the factory acceptance test, the field acceptance test, and the installation of any metering, data acquisition, transmission, protective or other equipment or software owned by the Local Network Customer and connected to Swanton's system.

8. Emergency System Operations

- a. The Local Network Customer's equipment and facilities, etc. shall be subject to all applicable emergency operation standards required of and by Swanton to operate in an interconnected transmission network.
- b. Swanton reserves the right to take whatever actions or inactions it deems necessary during emergency operating conditions to: (i) preserve the integrity of the Transmission System, (ii) limit or prevent damage, (iii) expedite restoration of service, or (iv) preserve public safety.

9. Cost Responsibility

The Local Network Customer shall be responsible for all costs incurred by Swanton relative to the Local Network Customer's facilities. Appropriate costs may be allocated to more than one Local Network Customer, in a manner within the reasonable discretion of Swanton.

10. Additional Operational Obligations of Local Network Customer

a. Voltage or Reactive Control Requirements:

- i. Unless directed otherwise by Swanton, the Local Network Customer shall ensure that all generating facilities designated as Network Resources are operated with an automatic voltage regulator(s). The Local Network Customer shall ensure that the voltage regulator(s) control voltage at the Point(s) of Receipt consistent with the range of voltage scheduled by Swanton or Swanton's Designated Agent.
- ii. At the discretion of Swanton or Swanton's Designated Agent, the Local Network Customer may be directed to deactivate the automatic voltage regulator and to supply reactive power in accordance with a schedule which shall be provided by

Swanton or Swanton's Designated Agent, and in such event the Local Network Customer shall act in accordance with such direction.

- iii. If the Local Network Customer does not have sufficient installed capacity in generating facilities designated as Network Resources to enable the Local Network Customer to operate such facilities consistent with recommendations of Swanton, or if Network Resources fail to operate at such capacity, Swanton or Swanton's Designated Agent may install, at the Local Network Customer's expense, reactive compensation equipment necessary to ensure the proper voltage or reactive supply at the Point(s) of Receipt.
- b. Station Service: When generating facilities designated as Network Resources are producing electricity, the Local Network Customer shall supply its own station service power. If and when the Local Network Customer's generation facility is not producing electricity, the Local Network Customer shall obtain station service capacity and energy from the franchise utility providing service or other source.
- c. Protection Requirements: Protection requirements shall be agreed upon by the Local Network Customer and Swanton in accordance with Good Utility Practice, and shall conform to Swanton's and, as applicable, ISO, Swanton and NPCC documents as may be adopted or amended from time to time.
- d. Operational Obligations:
 - i. The ISO may require that generation facilities designated as Network Resources be equipped for Automatic Generation Control ("AGC"). The Local Network Customer shall be responsible for all costs associated with installing and maintaining an AGC system on applicable Network Resources.

- ii. Swanton retains the right to require reduced generation at times when system conditions present transmission restrictions or otherwise adversely affect Swanton's other customers. Swanton shall use due diligence to resolve the problems to allow the generator to return to the operating level prior to Swanton's notice to reduce generation. If the restrictions or other problems are deemed by Swanton to be imminent or sufficiently imminent to require immediate action notice may be provided to the Local Network Customer in any reliable form, including oral notice, provided electronic or written notice is thereafter provided to the Local Network Customer within a reasonable time.
 - iii. All operations (including start-up, shutdown and determination of hourly generation) shall be coordinated with Swanton or Swanton's Designated Agent.
- e. Coordination of Operations:
- i. The Local Network Customer shall furnish Swanton with generator annual maintenance schedules for all Network Resources and shall advise Swanton if a Network Resource is capable of participation in system restoration and/or if it has black start capability.
 - ii. Swanton reserves the right to specify turbine and/or generator control settings as determined by the System Impact or Facilities Study or subsequent studies. The Local Network Customer agrees to comply with such specifications by Swanton at the Local Network Customer's expense.
 - iii. If the generator is not dispatchable by Swanton or the ISO, the Local Network Customer shall notify Swanton at least 48 hours in advance of its intent to take its resource temporarily off-line and its intent to resume generation. In circumstances

such as forced outages, the Local Network Customer shall notify Swanton as promptly as possible of the Network Resource's temporary interruption of generation and/or transmission.

- f. Power Factor Requirement: The Local Network Customer agrees to maintain an overall Load Power Factor and reactive power supply within predefined sub-areas as measured at the Point(s) of Delivery within ranges specified by Swanton criteria, rules and standards which identify the power factor levels that must be maintained throughout the applicable sub-area for each anticipated level of load. The Local Network Customer agrees to maintain Load Power Factor and reactive power requirements within the range specified by Swanton or the ISO, as appropriate for the sub-area based on total New England load during that hour. The ISO may revise the power factor limits required from time to time. If the Local Network Customer lacks the capability to maintain the Load Power Factor within the ranges specified, Swanton may install, at the Local Network Customer's expense, reactive compensation equipment necessary to ensure proper load power factor at the Point(s) of Delivery.
- g. Protection Requirement: The Local Network Customer's relay and protection systems must comply with all applicable Swanton, ISO and NPCC criteria, rules, procedures, guidelines, standards or requirements as may be adopted or amended from time to time.
- h. Operational Obligation: The Local Network Customer shall be responsible for operating and maintaining security of its electric system in a manner that avoids adverse impact to Swanton's or other's interconnected systems and complies with all applicable Swanton, ISO and NPCC operating criteria, rules, procedures, guidelines and interconnection standards as may be amended or adopted from time to time. These actions include, but

are not limited to: Voltage Reduction Load Shedding; Under Frequency Load Shedding, Block Load Shedding; Dead Station Tripping; Transferring Load Between Point(s) of Delivery; Implementing Voluntary Load Reductions Including Interruptible Customers; Starting Stand-by Generation; Permitting Swanton Controlled Service Restoration Following Supply Delivery Contingencies on Swanton Facilities.

11. Failure to perform

If the Local Network Customer fails to carry out its obligations under this Agreement, the matter shall be subject to the dispute resolution procedures of the Tariff.

The Parties whose authorizing signatures appear below warrant that they shall abide by the foregoing terms and conditions.

Swanton Village, Inc.

By:

Title:

Date:

(Name of Local Network Customer)

By:

Title:

Date:

ATTACHMENT F

**Form Of Local Service Agreement For
Firm Local Point-to-Point Transmission Service**

- 1.0 This Local Service Agreement, dated as of _____, is entered into, by and between _____ (the Transmission Provider), and _____ ("Local Transmission Customer").
- 2.0 The Local Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Local Point-to-Point Transmission Service under the Tariff.
- 3.0 The Local Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 13.7 of the Tariff.
- 4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the VPSB. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 5.0 The Transmission Provider agrees to provide and the Local Transmission Customer agrees to take and pay for Firm Local Point-to-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Local Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Local Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Local Transmission Customer:

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Local Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
Name Title Date

Local Transmission Customer:

By: _____
Name Title Date

Specifications For Long-Term Firm Local Point-To-Point
Transmission Service

1.0 Term of Transaction: _____

Start Date: _____

Termination Date: _____

2.0 Description of capacity and energy to be transmitted by the Transmission Provider including the electric Control Area in which the transaction originates.

3.0 Point(s) of Receipt: _____

Delivering Party: _____

4.0 Point(s) of Delivery: _____

Receiving Party: _____

5.0 Maximum amount of capacity and energy to be transmitted
(Reserved Capacity): _____

6.0 Designation of party(ies) subject to reciprocal service
obligation: _____

7.0 Name(s) of any Intervening Systems providing transmission
service: _____

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: _____

8.2 System Impact and/or Facilities Study Charge(s):

8.3 Direct Assignment Facilities Charge: _____

8.4 Ancillary Services Charges: _____

ATTACHMENT G

**Form Of Local Service Agreement For Non-Firm Local Point-to-Point
Transmission Service**

- 1.0 This Local Service Agreement, dated as of _____, is entered into, by and between _____ (the Transmission Provider), and _____ (Local Transmission Customer).
- 2.0 The Local Transmission Customer has been determined by the Transmission Provider to be a Local Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Local Point-to-Point Transmission Service in accordance with Section 19.2 of the Tariff.
- 3.0 Service under this Agreement shall be provided by the Transmission Provider upon request by an authorized representative of the Local Transmission Customer.
- 4.0 The Local Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 The Transmission Provider agrees to provide and the Local Transmission Customer agrees to take and pay for Non-Firm Local Point-to-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Local Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Local Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Local Transmission Customer:

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Local Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
Name Title Date

Local Transmission Customer:

By: _____
Name Title Date

POLE.ATT:00.00 POLE ATTACHMENTS, GENERAL

01. Subject to the terms and conditions contained in this Tariff, any Attaching Entity holding a Certificate of Public Good (Certificate) issued by the Vermont Public Utility Commission (PUC or Commission) may attach appropriate facilities to poles, anchors and rights-of-way owned wholly or jointly by Licensor.
02. Before making any attachments to such poles, the Attaching Entity must obtain from Licensor written authorization for the proposed attachment (s) subject to the terms of this Tariff and any authorization required by any joint owners.
03. All terms and conditions set forth in this Tariff also apply to any Attaching Entity with existing attachments to Licensor poles, notwithstanding the absence or prior written authorization from Licensor.
04. Pole rental rates as well as terms and conditions of payment are listed on the Tariff sheets included in Appendix A of this Tariff.
05. Except as specifically provided, nothing in this Tariff shall be construed to confer a right upon any Attaching Entity to alter, move, or otherwise perform work upon facilities owned by another Attaching Entity or by Licensor.
06. The rights and obligations of Licensor or Attaching Entity, whether or not specifically addressed in this Tariff, are governed by the provisions of PUC Rule 3.700, as amended from time-to-time and as interpreted and applied by the PUC.

POLE.ATT:01.00 DEFINITIONS

01. Anchor Rod: a metal rod connected to an anchor and to which a guy strand is attached (also known as "guy rod").

02. Attachments - Any of Attaching Entity's facilities in direct contact with or supported by a utility pole, and/or any article of equipment attached to a point on a pole not normally occupied by a strand attachment (e.g., power supplies, equipment, cabinets, terminals, etc.). For billing purposes an attachment is a strand, regardless of the number of conductors lashed to it, and pole mounted power supplies. If new or existing over-lashed facilities are owned by more than one Attaching Entity, then each Attaching Entity shall pay Licensor the applicable attachment rate designated by this Tariff in Attachment A.

03. Attaching Entity means any entity defined in PUC Rule 3.702(8) and authorized to provide service within the service territory of Licensor and which has, or desires to make, attachments to poles owned in whole or in part by Licensor.

04. **Broadband Service Provider means an entity authorized to do business in the state of Vermont that seeks to attach facilities that ultimately will be used to offer Internet access to the public. Wireless Broadband Service Providers must hold an FCC license or use equipment that complies with applicable FCC requirements. A Broadband Service Provider who does not hold a certificate of public good must, before availing itself of the provisions of this Rule, file with the Commission and with any affected Pole-Ownning Utility an affidavit that sets forth the Provider's name, form of legal entity, contact information, agent for service of process, proposed general area of service, proof of insurance, and a representation that the Provider will abide by the terms and conditions of Rule 3.700 and any applicable pole attachment tariffs, including but not limited to any protocols filed pursuant to Rule 3.708(K), and any Rules and Orders issued by the Commission.**

05. Field Service Work or Survey Work: a survey of the poles on which Attaching Entity wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

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06. Guy Strand: a metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.
07. Joint Owner: a person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.
08. Make-Ready Work: All work, including, but not limited to, rearrangement and/or transfer or existing facilities and attachments, replacement of a pole or any other changes required to accommodate the attachment of Attaching Entity's facilities to a pole or anchor.
09. Pre-Construction Survey: Comprised of field inspection of the existing pole and anchor attachments to determine any necessary Make-Ready Work, and the administrative effort required to process the application and prepare the charges for Make-Ready Work, if applicable.
010. Material Alteration: after initial attachment, actions by the Attaching Entity, such as addition of equipment, changes in the configuration of existing equipment, or replacement of equipment, which either require additional clearance or add sufficient stress to the pole to require Make-Ready Work. A system rebuild does not constitute a material alteration except where accommodation of any temporary simultaneous attachment associated with such rebuilding necessitates make-ready work. The use of a "J" hook during a system rebuild does not require make-ready work and therefore a rebuild in-place does not require the full application process.
011. Other Entity: any entity, including an Attaching Entity.
012. Tariff: These terms & conditions, the rates as set forth in Appendix A, the forms found in Appendix B and the *Guidelines for Broadband Service Provider Antenna Systems Mounted on Distribution Poles* attached as Exhibit C.

POLE.ATT:02.00 RESERVED FOR FUTURE USE

*Effective October 1, 2020

POLE.ATT:03.00 ATTACHMENT LICENSE

01. Subject to the provisions of this Tariff, including payment of the fees and charges, Licensor will issue to Attaching Entity revocable, nonexclusive written license to attach facilities to the space available on Licensor's poles, anchors and rights-of-way. License is required prior to attachment to any pole, anchors and rights-of-way owned in whole or in part by Licensor.
02. No use, however, extended, of Licensor's poles, anchors and rights-of-way or payment of any fees or charges required under this Tariff shall create or vest in Attaching Entity any ownership or property rights in such poles, anchors and rights-of-way. Attaching Entity's rights to use of Licensor's poles, anchors and rights-of-way shall be and remain strictly a license. No license granted under the terms of this Tariff shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of Licensor's poles, anchors and rights-of-way.
03. Nothing contained in this Tariff shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole or other facilities not needed for Licensor's own service requirements. Licensor may relocate, remove, operate, modify or reconfigure its poles or other facilities as it deems prudent for its own needs.
04. Nothing contained in this Tariff shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has previously made, or may in the future make, with other entities. Nothing in the foregoing provisions of this subsection shall take away rights or impose additional or conflicting obligations upon Attaching Entities under this Tariff or the Commission's Rules governing pole attachments.
05. Failure of Licensor to enforce any of the terms or conditions of this Tariff, or to give notice of termination of license, shall not constitute a waiver or relinquishment of any term or condition of the Tariff, but the same shall be and remain at all times in full force and effect.
06. By attaching to any of Licensor's poles, anchors and rights-of-way pursuant to this Tariff, Attaching Entity agrees that any and all obligations imposed on Attaching Entity by this Tariff shall extend to each and every sub-contractor hired by Attaching Entity to perform work on Licensor's poles, anchors and rights-of-way, along with any subcontractors hired by subcontractors, no matter how many levels of sub-contracting are involved. Attaching Entity shall be and remain

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responsible to assure that any such subcontractors and sub-subcontractors shall comply with all terms of this Tariff. Should any subcontractor, or sub-subcontractor of Attaching Entity, violate any term of this Tariff, then Attaching Entity itself shall be jointly and severally responsible for and liable to Licensor for such violations by the subcontractor or sub-subcontractor.

07. Licensor will provide non-discriminatory access to any pole, anchor, or right-of-way in which it has an ownership interest. Licensor may deny access for reasons of safety, reliability, or applicable and accepted engineering standards. Licensor may deny access on a non-discriminatory basis where there is insufficient capacity. Insufficient capacity shall not be grounds for denial of access where make-ready work can be used to increase or create capacity.

*Effective October 1, 2020

POLE.ATT:04.00 PAYMENT OF FEES AND CHARGES

01. Attaching Entity shall pay to Licensor the fees and charges specified in Appendix A of this Tariff, in accordance with the terms and conditions set forth herein. Nonpayment of any amount due under this Tariff shall constitute a default.
02. Attaching Entity shall make an advance payment to Licensor prior to each of (a) the required field survey in an amount specified by Licensor as sufficient to cover the estimated cost of the survey; and (b) any make-ready work required in an amount specified by Licensor as sufficient to cover the estimated cost of the make-ready work. The amount of any advance payment required will be credited against the charges for services as specified by the Tariff.
03. When an advance payment made by Attaching Entity to Licensor for field survey or Make-Ready Work is less than the actual cost to Licensor for such work, Attaching Entity shall pay Licensor all sums due in excess of the amount of the advance payment.
04. When an advance payment made by Attaching Entity to Licensor for field survey or make-ready work exceeds the actual cost to Licensor for such work, Licensor shall refund the difference to Attaching Entity.

*Effective October 1, 2020.

POLE.ATT:05.00 LEGAL REQUIREMENTS

01. Attaching Entity shall be responsible for obtaining from the appropriate public and/or private authority any required authorization, including rights-of-way, to construct, operate and maintain its attachments on public and private property at the location of Licensor's poles which Attaching Entity uses. Attaching Entity must submit to Licensor evidence of such authority before making attachments. Licensor shall make available whatever property interests it has obtained with respect to the placement of facilities on its poles and anchors but shall not be required to request additional property interests solely for the benefit of the Attaching Entity. Licensor will not deny access to its poles based on a questionable use of a right-of-way; however, Attaching Entity will indemnify Licensor against all costs and claims resulting from a legal challenge to Attaching Entity's use of that right-of-way. Licensor shall not seek easements exclusively for the benefit of Licensor.
02. Attaching Entity and Licensor shall at all times observe and comply with all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.
03. No license granted under terms of this Tariff shall extend to any pole where it has been determined by a court of law or the PUC that the placement of Attaching Entity's attachments would result in forfeiture of the rights of Licensor or any joint owners to occupy the property on which the poles are located. If placement of Attaching Entity's attachments would result in forfeiture of the right to occupy such property, Attaching Entity shall remove its attachments immediately and pay Licensor and any joint owners all losses, damages, and costs incurred as a result.

*Effective October 1, 2020.

POLE.ATT:06.00 TECHNICAL SPECIFICATIONS

01. Attaching Entity's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Administration and the specifications of any joint owners(s)(if any) and any other governing authority having jurisdiction over the subject matter. Where specifications differ, the more stringent shall apply.
02. Before Attaching Entity or any subcontractor of Attaching Entity, or any subcontractor of a subcontractor commences work for the first time on any portion of Licensor's utility plant, Attaching Entity and/ or such subcontractor or subcontractor(s) shall meet with Licensor for Licensor to review Licensor's construction standards and practices with Attaching Entity and/ or such subcontractor.
03. If any part of Attaching Entity's attachments is improperly placed and maintained, Licensor may, upon sixty days written notice to Attaching Entity and in addition to any other remedies Licensor may have under this Tariff, remove such attachments from any or all of its poles or take such other action in connection with said attachment necessary to provide for the safety of its employees or performance of its service obligations. Removal of attachments shall be at the Attaching Entity's expense and without liability to Licensor except in the case of any negligence or willful misconduct of Licensor.
04. During any period of time when Attaching Entity or any subcontractor of Attaching Entity is conducting any form of work on or around Licensor's poles, Licensor shall have the right to conduct inspections at any time of the work being performed by Attaching Entity or Attaching Entity's subcontractors on Licensor's utility plant.
05. Should Licensor find any deviation by Attaching Entity or a subcontractor of Attaching Entity, or a subcontractor of a subcontractor, from Licensor's standards referenced in 06.01 and practices for work on Licensor's utility plant in place at the time license for the attachments is granted, then Licensor shall be entitled to order Attaching Entity and/ or any subcontractors to immediately cease using the unapproved deviations when working on Licensor's utility plant.
06. Licensor adopts the guidelines set forth in Exhibit C as its attachment protocol pursuant to Commission Rule 3.708(K).

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*Effective October 1, 2020.

POLE.ATT:07.00 PUBLIC LIABILITY INSURANCE

01. Attaching Entity shall carry public liability insurance issued by a carrier authorized to do business in Vermont to protect both Attaching Entity and Licensor from and against any and all claims, demands, judgments or liabilities of any and every kind or nature which may result, directly or indirectly, from or by reason of any loss, injury or damage caused by Attaching Entity.
02. Attaching Entity shall submit to Licensor certificates of public liability insurance from each company insuring Attaching Entity, demonstrating that such insurer or insurers have insured Attaching Entity for all liabilities of Attaching Entity covered by this Tariff and in the amounts required by this Tariff; and such certificates shall name Licensor as an additional insured under the public liability policy and specify that such insurer shall not cancel or change any such policy of public liability insurance issued to Attaching Entity except after the giving of not less than thirty (30) days' written notice to Licensor. Attaching Entity shall also document to Licensor's satisfaction that either: (A) any subcontractors employed by Attaching Entity (and any subcontractors of subcontractors of Attaching Entity) are covered by Attaching Entity's public liability insurance to the same extent required of Attaching Entity under this Tariff; or (B) that any such subcontractors (and subcontractors of subcontractors) have public liability insurance coverage in the same amounts as required of Attaching Entity under this Tariff, and shall also name Licensor as an additional insured under the public liability policy, and that such public liability insurance of such subcontractors also contains provisions requiring no less than 30 days' written notice to Licensor prior to cancellation.
03. The amounts of public liability insurance, without deductible, shall be not less than \$2,000,000 as to any one occurrence and \$2,000,000 in the aggregate against liability due to property damage; and not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate against liability due to injury to or death of persons.
04. Attaching Entity shall also carry appropriate Workers' Compensation insurance as required by law.
05. All public liability insurance must be effective before Attaching Entity attaches to any pole and shall remain in force until such attachments have been removed from all such poles.
06. Attaching Entity's property insurance policy shall contain a waiver-of-

*Effective October 1, 2020.

subrogation clause running to Licensor. This must be reflected in the certificate of insurance provided by Attaching Entity. Such policy shall be the primary remedy for all losses covered by the policy.

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**POLE.ATT:08.00 PRE-CONSTRUCTIONSURVEY ANDPOLEMAKE-READY
WORK**

Swanton Electric Department's pre-construction survey and pole make-ready process follows revised Rule 3.708, as made effective by the PUC's order of July 20, 2020 in Case No. 19-3603-RULE.

- (A) Application. Applications for attachment by an Attaching Entity to a Pole-Owning Utility shall be submitted in writing and must provide the Pole-Owning Utility with the information necessary under the Pole-Owning Utility's procedures, as specified in requirements that are made available in writing by the Pole-Owning Utility, to begin to survey the facility to which attachment is sought.
- (1) A Pole-Owning Utility shall determine within 10 business days after receipt of an application whether the application is complete and notify the new Attaching Entity of that decision. If the Pole-Owning Utility does not respond within 10 business days after receipt of the application, or if the Pole-Owning Utility rejects the application as incomplete but fails to specify any reasons in its response, then the application is deemed complete. If the Pole-Owning Utility timely notifies the new Attaching Entity that its attachment application is not complete, then it must specify all reasons for finding it incomplete.
 - (2) Any resubmitted application need only address the Pole-Owning Utility's reasons for finding the application incomplete and shall be deemed complete within five business days after its resubmission, unless the Pole-Owning Utility specifies to the new Attaching Entity which reasons were not addressed and how the resubmitted application did not sufficiently address the reasons.
- (B) Initial Action and Survey.
- (1) A Pole-Owning Utility shall complete a Make-Ready survey within 45 days (or within 60 days in the case of larger orders as described in paragraph (E) of this section) from the date the completed application is received, unless otherwise agreed to by the parties. If a Pole-Owning Utility intends to deny access to poles under 3.707(A)(1), (2), or (3), it shall state with specificity the grounds for the denial.
 - (2) Where the new Attaching Entity has conducted a survey subject to paragraph (M)(2) of this section, a Pole-Owning Utility can elect to satisfy its survey obligations in this paragraph (B) and retain control over the Make-Ready process by notifying existing Attaching Entities of its intent to use the survey conducted by the new Attaching Entity and by providing a copy of the survey to the existing Attaching Entities within the time period set in paragraph (B)(1) of this section. A Pole-Owning Utility relying only on a survey conducted by the new Attaching Entity to satisfy all its obligations under this paragraph (B), and is not performing any

*Effective October 1, 2020.

additional survey work of its own, shall have 15 days to make such a notification to existing Attaching Entities rather than a 45-day survey period.

- (3) The Pole-Owning Utility's tariff may require prepayment, or other reasonable assurance of credit worthiness, before performing a Make-Ready survey.

(C) Estimate, New Attaching Entity's Authorization and Payment.

- (1) A Pole-Owning Utility shall present to a new Attaching Entity a detailed estimate of charges to perform all necessary Make-Ready work within 60 days (or within 75 days in the case of larger orders as described in paragraph (E) of this section) of the date the completed application is received, unless otherwise agreed to by the parties. In the case where a new Attaching Entity has performed a survey, the Pole-Owning Entity shall present the estimate within 21 days of receipt unless otherwise agreed to by the parties. Upon request from the new Attaching Entity, the estimate shall itemize the work on a pole-by-pole basis and identify the necessary Make-Ready work as Simple or Complex. The estimate should also identify any permits that are required in connection with the Make- Ready work.

- (a) A Pole-Owning Utility may withdraw an outstanding estimate of charges to perform Make-Ready work beginning 14 days after the estimate is presented unless otherwise agreed by the parties.
- (b) A new Attaching Entity shall accept a valid estimate and make payment any time after receipt of an estimate but before the estimate is withdrawn.

- (2) The costs of a Make-Ready survey shall be payable even if the entity decides not to go forward with construction of its attachments.

(D) Make-Ready. Upon receipt of payment specified in paragraph (C)(1)(b) of this section, a Pole-Owning Utility shall notify within 5 business days and in writing all known Attaching Entities that may be affected by the Make-Ready.

(1) The notice shall:

- (a) Specify where and what Make-Ready work will be performed.
- (b) Set a date for completion of Make-Ready work that is no later than 60 days after notification is sent (or up to 105 days in the case of larger orders as described in paragraph (E) of this section).
- (c) State that any Attaching Entity with an existing attachment may modify the attachment consistent with the specified Make-Ready work before the date set for completion.
- (d) State that if Make-Ready work is not completed by the completion date set by the Pole-Owning Utility in paragraph (D)(1)(b) in this section, the new Attaching Entity may complete the Make-Ready work specified pursuant to paragraph (L)(2)(b) of this section.
- (e) State the name, telephone number, and email address of a person to contact for

more information about the Make-Ready procedure.

- (2) Once a Pole-Owning Utility provides the notices described in this section, it then must provide the new Attaching Entity with a copy of the notices and the existing Attaching Entities' contact information and address(es) where the Pole- Owning Utility sent the notices. The Pole-Owning Utility shall also notify the new Attaching Entity when applications for any required permits have been submitted and when those permits are received. The new Attaching Entity shall be responsible for coordinating with existing Attaching Entities to encourage their completion of Make-Ready work by the dates set forth by the Pole-Owning Utility in paragraph (D)(1)(b) of this section.
 - (3) A Pole-Owning Utility shall complete its Make-Ready work by the same dates set for existing Attaching Entities in paragraph (D)(1)(b) of this section.
- (E) Time to Complete Make-Ready. For purposes of compliance with the time periods in this section:
- (1) A Pole-Owning Utility shall apply the time periods described in paragraphs (B) through (D) of this section to surveys and Make-Ready work on the lesser of 300 poles or 0.5 percent of the Pole-Owning Utility's poles in Vermont.
 - (2) A Pole-Owning Utility may add 15 days to the survey period described in paragraph (B) of this section to larger orders up to the lesser of 3,000 poles or 5 percent of the Pole-Owning Utility's poles in Vermont.
 - (3) A Pole-Owning Utility may add 45 days to the Make-Ready periods described in paragraph (D) of this section if Make-Ready work is needed on the lesser of 3,000 poles or 5 percent of the Pole-Owning Utility's poles in Vermont.
 - (4) A Pole-Owning Utility shall in good faith negotiate the Make-Ready period if the number of poles requiring Make-Ready work exceeds the lesser of 3,000 poles or 5 percent of the Pole-Owning Utility's poles in Vermont.
 - (5) A Pole-Owning Utility may treat multiple requests from a single new Attaching Entity as one request when the requests are filed within 30 days of one another.
 - (6) All time periods stated above may be modified by agreement between the Pole-Owning Utility and the new Attaching Entity.
 - (7) The applicable time periods shall not be extended solely because a pole is jointly owned.
- (F) Dual Utility Poles.
- (1) In the event Make-Ready work requires a replacement utility pole to be installed, the Pole-Owning Utility shall have 90 days from the date of installation of the new utility pole to remove the obsolete pole.
 - (2) If an existing Attaching Entity does not complete Make-Ready work in the time specified in paragraphs (D) or (E) of this section, the Pole-Owning Utility or the new

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Attaching Entity may utilize the Self-Help Remedy specified in paragraph (L) of this section to move the existing attachment from the existing pole to the new pole. Costs associated with moving the existing attachment under these circumstances shall be paid by the existing Attaching Entity.

- (3) Except as provided in paragraph (I)(1), if the Make-Ready work for a new Attaching Entity requires replacing poles, all costs associated with the removal of the existing utility pole shall be paid by the new Attaching Entity.
 - (4) If removal of the existing utility pole is shown to be infeasible for good and sufficient cause, a Pole-Ownning Utility shall have six months from the date of installation of the new utility pole and the transfer of all cables and equipment to the new utility pole to remove the existing utility pole.
- (G) Deviation from Time to Complete Make-Ready.
- (1) A Pole-Ownning Utility may deviate from the time limits specified in this section during performance of Make-Ready for good and sufficient cause that renders it infeasible for the utility to complete Make-Ready within the time limits specified in this section. A Pole-Ownning Utility that so deviates shall immediately notify, in writing, the new Attaching Entity and affected existing Attaching Entities and shall identify the affected poles and include a detailed explanation of the reason for the deviation and a new completion date. The Pole-Ownning Utility shall deviate from the time limits specified in this section for a period no longer than necessary to complete Make-Ready on the affected poles and shall resume Make-Ready without discrimination when it returns to routine operations. A Pole-Ownning Utility cannot delay completion of Make-Ready because of a preexisting violation on an affected pole not caused by the new Attaching Entity.
 - (2) An existing Attaching Entity may deviate from the time limits specified in this section during performance of complex Make-Ready for reasons of safety or service interruption that renders it infeasible for the existing Attaching Entity to complete Complex Make-Ready within the time limits specified in this section. An existing Attaching Entity that so deviates shall immediately notify, in writing, the new Attaching Entity and other affected existing Attaching Entities and shall identify the affected poles and include a detailed explanation of the basis for the deviation and a new completion date, which in no event shall extend beyond 90 days from the date the notices described in paragraph (D) of this section are sent by the utility (or up to 120 days in the case of larger orders described in paragraph (E) of this section). The existing Attaching Entity shall not deviate from the time limits specified in this section for a period longer than necessary to complete Make-Ready work on the affected poles.
- (H) Least Cost Methods. In completing Make-Ready work, a Pole-Ownning Utility shall pursue reasonable least-cost alternatives, including space-saving techniques currently relied upon by that utility; however, it shall at all times maintain compliance with the National Electrical Safety Code, state and local laws and regulations, and Pole-Ownning Utility construction standards.
- (I) Payments. After completion of Make-Ready work, the new Attaching Entity shall pay the

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- cost of all Make-Ready work actually required for the attachment that has not been pre-paid, or shall be refunded any excess of the pre-payment not actually required.
- (1) The new Attaching Entity shall not be responsible for any portion of the Make- Ready expense that is attributable to the correction of pre-existing violations, unless the new Attaching Entity has caused a portion of the violation.
 - (2) The costs of any modification that is also specifically used by other existing Attaching Entities shall be apportioned accordingly.
 - (3) Where a Pole-Owning Utility currently relies upon one or more techniques referenced in this paragraph (I) as part of its normal operating procedures but refuses to utilize such techniques for the benefit of the new Attaching Entity, that entity shall only be responsible for the cost that would have been incurred had such techniques been utilized (provided such use would have been in accordance with generally accepted engineering practices).
 - (4) Where Make-Ready work has not been completed consistent with paragraphs (B) through (E) of this section, within 30 days of the expiration of the applicable timeline, the Pole-Owning Utility and any existing Attaching Entities shall refund to the new Attaching Entity any portion of payment received for the applicable Make-Ready work to the new Attaching Entity for any work not yet completed.
- (J) Lowest Attachment Point. No Attaching Entity shall be denied attachment solely because the only space available for attachment on a pole is below the lowest attached facility. If the owner of the lowest facility wishes to relocate its existing facilities to a lower allowable point of attachment so that the new Attaching Entity will be above all existing facilities, the owner of such existing facilities shall pay one-half of the cost of moving its facilities.
- (K) Outside Contractors.
- (1) All Pole-Owning Utilities and Attaching Entities shall maintain and keep up-to- date a reasonably sufficient list of contractors they authorize to perform Make- Ready surveys and work, or other specified tasks upon their equipment (“Outside Contractor List”). The list shall identify the contractors that are authorized to perform complex Make-Ready work.
 - (2) Within one month of adoption of this Rule for entities already holding a Certificate of Public Good or within one month of receiving a Certificate of Public Good to operate in the state, a Pole-Owning Utility or Attaching Entity shall submit its Outside Contractor List to the Commission and the Department, preferably in ePUC, as directed by the Commission. This list shall be updated as needed to maintain current contractor information. Upon request, the Commission or Department will provide the applicable Outside Contractor List to an Attaching Entity.
 - (3) If an entity requesting attachment hires a contractor for purposes specified in this paragraph (K), the requesting entity shall choose from the authorized contractors on the Outside Contractor List.
 - (a) If a Pole-Owning Utility does not provide a list of authorized contractors or no contractor on the Outside Contractor List is available within a reasonable time period, the new Attaching Entity may choose its own qualified contractor that meets the requirements in paragraph (K)(5) of this section. When choosing a contractor that is not on the Outside Contractor List, the new Attaching Entity

must certify to the Pole-Owning Utility that its contractor meets the minimum qualifications described in paragraph (K)(5) of this section when providing notices required by paragraph (L) and (M) of this section.

- (b) The Pole-Owning Utility may disqualify any contractor chosen by the new Attaching Entity that is not on the applicable Outside Contractor List, but such disqualification must be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications described in paragraph (K)(5) of this section or to meet the Pole-Owning Utility's publicly available and commercially reasonable safety or reliability standards. The Pole-Owning Utility must provide notice of its objection in compliance with the notice requirements of paragraph (L) and (M) of this section.
- (4) If the Pole-Owning Utility is not an electric utility and there are electric lines on the pole, the Pole-Owning Utility shall provide the operator of the electric lines with advance notice of the work to be done and shall allow the electric utility to join or take over the supervision and control of the work of the outside contractor in the electrical space. Pole-Owning Utilities and existing Attaching Entities shall refund amounts collected from Attaching Entities for work subsequently completed by outside contractors.
- (5) Pole-Owning Utilities and Attaching Entities must ensure that the Outside Contractor List meets the following minimum requirements:
 - (a) The contractor must follow National Electrical Safety Code (NESC) guidelines;
 - (b) The contractor acknowledges that it knows how to read and follow licensed-engineered pole designs for Make-Ready, as required;
 - (c) The contractor must follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the Requirements of the Occupational and Safety Health Administration (OSHA) rules;
 - (d) The contractor must follow any procedures, standards, codes, and regulations that the Pole-Owning Utility requires of its own contractors;
 - (e) The contractor must meet or exceed any uniformly applied and reasonable safety and reliability thresholds set by the Pole-Owning Utility; and
 - (f) The contractor is adequately insured or will establish an adequate performance bond for the Make-Ready it will perform, including work it will perform on facilities owned by existing Attaching Entities.

(L) Self-Help Remedy.

- (1) If a Pole-Owning Utility does not complete survey work in the time specified in paragraph (B) of this section, the new Attaching Entity may hire a contractor from

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the Outside Contractor List.

- (a) A new Attaching Entity shall permit the affected Pole-Owning Utility and existing Attaching Entities to be present for any field inspection conducted as part of the new Attaching Entity's survey.
 - (b) A new Attaching Entity shall use commercially reasonable efforts to provide the affected Pole-Owning Utility and existing Attaching Entities with advance notice of not less than 3 business days of a field inspection as part of any survey it conducts. The notice shall include the date and time of the survey, a description of the work involved, and the name of the contractor being used by the new Attaching Entity.
- (2) If a Pole-Owning Utility does not complete Make-Ready work in the time specified in paragraph (D) of this section, the new Attaching Entity may hire a contractor from the Outside Contractor List to complete the Make-Ready.
- (a) A new Attaching Entity shall permit the Pole-Owning Utility and existing Attaching Entities to be present for any Make-Ready work. A new Attaching Entity shall use commercially reasonable efforts to provide the affected utility and existing Attaching Entities with advance notice of not less than 5 days of the impending Make-Ready. The notice shall include the date and time of the Make-Ready, a description of the work involved, and the name of the contractor being used by the new Attaching Entity.

Self-Help Post Make-Ready Timeline. A new Attaching Entity shall notify the affected Pole-Owning Utility and existing Attaching Entities within 15 days after completion of self-help Make-Ready work for a particular application. The notice shall provide the affected Pole-Owning Utility and existing Attaching Entities at least 90 days from receipt in which to inspect the Make-Ready. The affected Pole-Owning Utility and existing Attaching Entities have 14 days after completion of their inspection to notify the Attaching Entity of any damage or code violation caused by Make-Ready conducted by the Attaching Entity on their equipment. If the Pole-Owning Utility or existing Attaching Entity notifies the Attaching Entity of such damage or code violations, then the Pole-Owning Utility or existing Attaching Entity shall provide adequate documentation of the damage or the code violations. The Pole-Owning Utility or existing Attaching Entity may either complete any necessary remedial work and bill the new Attaching Entity for the reasonable costs related to fixing the damage or code violations or require the new Attaching Entity to fix the damage or code violations at its expense within 14 days following notice from the Pole- Owning Utility or existing Attaching Entity.

- (M) One-Touch Make-Ready Option. For attachments involving Simple Make-Ready, new Attaching Entities may elect to proceed with the process described in this paragraph instead of the attachment process described in paragraphs (B) through (E) of this

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section. It is the responsibility of the new Attaching Entity to ensure that its contractor determines whether the Make-Ready requested in an attachment application is Simple Make-Ready.

(1) Attachment Application.

- (a) An application for attachment shall be submitted in writing and must provide the Pole-Owning Utility with the information necessary under its procedures to grant or deny the application.
- (b) A new Attaching Entity electing the one-touch Make-Ready process must indicate that it intends to perform one-touch Make-Ready in its attachment application and must identify the Simple Make-Ready it will perform.
- (c) A Pole-Owning Utility shall complete review of an attachment application and grant or deny a new Attaching Entity's application within 15 days of receipt of the application (or within 30 days, in the case of larger orders as described in paragraph (E) of this section). Within its review and response period, the Pole-Owning Utility may object to the designation by the new Attaching Entity that the attachment only requires Simple Make-Ready work. The Pole-Owning Utility's objection must be specific, in writing, and include all relevant information and evidence supporting its good-faith conclusion.

(2) Surveys. The new Attaching Entity is responsible for all surveys required as part of the one-touch Make-Ready process and shall use a contractor as specified in paragraph (K) of this section.

- (a) A new Attaching Entity may need to perform a survey to determine whether Make-Ready work is simple or complex before filing an application for one-touch Make-Ready.
- (b) The new Attaching Entity shall permit the Pole-Owning Utility and any existing Attaching Entities on the affected poles to be present for any field inspection conducted as part of the new Attaching Entity's surveys. The new Attaching Entity shall use commercially reasonable efforts to provide the Pole-Owning Utility and affected existing Attaching Entities with advance notice of not less than 3 business days of a field inspection as part of any survey and shall provide the date, time, and location of the surveys, and the name of the contractor performing the surveys.

(3) Make-Ready. If the new Attaching Entity's attachment application is approved and if it has provided 15 days' prior written notice of the Make-Ready to the affected Pole-Owning Utility and existing Attaching Entities, the new Attaching Entity may proceed with Make-Ready using a contractor in the manner specified in paragraph (K) of this section.

- (a) Prior written notice shall include the date and time of the Make-Ready, a description of the work involved, and the name of the contractor being used by the new Attaching Entity, and shall provide the affected Pole-Owning Utility

and existing Attaching Entities a reasonable opportunity to be present for any Make-Ready.

- (b) The new Attaching Entity shall immediately notify an affected Pole- Owing Utility or existing Attaching Entity if Make-Ready damages the equipment of a Pole-Owning Utility or an existing Attaching Entity or causes an outage that is reasonably likely to interrupt the service of a Pole- Owing Utility or existing Attaching Entity. Upon receiving notice from the new Attaching Entity, the Pole-Owning Utility or existing Attaching Entity may either:
 - (i) Complete any necessary remedial work and bill the new Attaching Entity for the reasonable costs related to fixing the damage; or
 - (ii) Require the new Attaching Entity to fix the damage at its expense immediately following notice from the Pole-Owning Utility or existing Attaching Entity.
 - (c) In performing Make-Ready, if the Attaching Entity or Pole-Owning Utility determines that Make-Ready classified as Simple Make-Ready is actually Complex Make-Ready, then that specific Make-Ready must be halted and the determining party must provide immediate notice to the other parties of its determination and the affected poles. The affected Make-Ready shall then be governed by paragraphs (B) through (E) of this section, and the Pole-Owning Utility shall provide notice required by paragraph (D) of this section as soon as reasonably practicable.
- (4) Post-Make-Ready Timeline. A new Attaching Entity shall notify the affected Pole-Owning Utility and existing Attaching Entities within 15 days after completion of Make-Ready work for a particular application. The notice shall provide the affected Pole-Owning Utility and existing Attaching Entities at least 90 days from receipt in which to inspect the Make-Ready. The affected Pole- Owing Utility and existing Attaching Entities have 14 days after completion of their inspection to notify the new Attaching Entity of any damage or code violation caused by Make-Ready conducted by the new Attaching Entity on their equipment. If the Pole-Owning Utility or existing Attaching Entity notifies the new Attaching Entity of such damage or code violations, then the Pole-Owning Utility or existing Attaching Entity shall provide adequate documentation of the damage or the code violations. The Pole-Owning Utility or existing Attaching Entity may either complete any necessary remedial work and bill the new Attaching Entity for the reasonable costs related to fixing the damage or code violations or require the new Attaching Entity to fix the damage or code violations at its expense within 14 days following notice from the Pole-Owning Utility or existing Attaching Entity.
- (N) Jointly Owned Utility Poles. Pole-Owning Utilities that jointly own utility poles shall coordinate and cooperate with each other. When a complete application is received, the joint Pole-Owning Utilities shall inform new Attaching Entities which joint owner is responsible for completing Make-Ready work consistent with paragraphs (B) through (E) and (K) of this section. Joint Pole-Owning Utilities shall provide any received applications to the responsible pole owner.

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- (O) Overlashing. Any overlashing must be done in accordance with generally accepted engineering standards. The Attaching Entity shall give ten days' notice to the Pole-Owning Utility before beginning such overlashing.
- (1) No additional application or payment is required for an Attaching Entity to overlash more of its facilities to its existing attached facilities, unless it necessitates additional costs such as guying or additional pole strength, occupies additional attachment space on the pole, or provides a different utility service than the existing facilities.
 - (2) If the new facilities deliver a utility service that ought to pay a higher rental under this Rule, the Attaching Entity shall begin paying the higher rate.
 - (3) If the new facilities are owned by someone other than the existing Attaching Entity, then both shall pay rental, each at the rate designated by this Rule.
- (P) Attachment Protocol. Each Pole-Owning Utility shall include in its pole-attachment tariff required by Section 3.703 a reasonable protocol under which it will allow attachments by Broadband Service Providers or wireless telephone providers in areas of its poles that are not ordinarily used for attachments or for equipment that is unusually large. Such protocol may include the provision of a separate pole for the attachment of this equipment if:
- (1) the proposed attachment cannot be made to the existing pole consistent with 3.701(C);
 - (2) the separate pole is requested by the Attaching Entity; or
 - (3) the provision of the separate pole is less expensive than the proposed attachment to the existing pole.

POLE.ATT:09.00 CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS

01. Attaching Entity shall, at its own expense, construct and maintain its attachments on Licensor's poles in accordance with Article 06.01.
02. Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Attaching Entity's attachments. Where there are several Attaching Entities, Licensor will attempt, when practical, to designate the same relative position on each pole for each Attaching Entity's attachments.
03. Attaching Entity shall obtain specific written permission from Licensor before relocating its attachments on Licensor's poles or before replacing its attachments with attachments which require Make-Ready Work.
04. Right of Way Clearing and Maintenance: Unless otherwise governed by law, all tree trimming made necessary solely as a result of Make-Ready Work required to provide for a Attaching Entity's proposed attachments at the time of attachment, provided the owner(s) of such trees grant permission to the Licensor, shall be performed by Licensor or by contractors approved by and under the direction of the Licensor, at the sole expense of the Licensee. Licensor shall inform Attaching Entity of the required tree trimming in writing as part of Make-Ready Work documentation. All other tree-trimming will be accomplished by Licensor as part of its regular maintenance program.
05. Any tree-trimming that may be required on Attaching Entity's customer's premises, to clear the Attaching Entity's cable drop, shall be performed by the Attaching Entity at its expense. Attaching Entity shall be solely responsible for securing permission from private property owners to perform such tree trimming and shall be fully responsible for any damages or claims arising from such tree trimming, except in the case of negligence or willful misconduct by Licensor.
06. Neither Licensor not Attaching Entity will be responsible to the other for any indirect or consequential damages arising from such tree-trimming performed pursuant to Articles 9.04 and 9.05 above.

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POLE.ATT:10.00 ATTACHING ENTITY'S OVERLASH

- 01. Any overlashing must be done in accordance with generally accepted engineering standards. The Attaching Entity shall give ten days' notice to the Licensor before beginning such overlashing.
 - A. No additional application or payment is required for an Attaching Entity to overlash more of its facilities to its existing attached facilities; provided, however, if such overlashing necessitates additional costs such as guying or additional pole strength, occupies additional attachment space on the pole, or provides a different service than the existing facilities, the Attaching Entity shall follow the procedures as outlined in Subsection 10.02 of this Tariff.
 - B. If the new facilities deliver a service subject to a higher attachment fee under this tariff, the Attaching Entity shall begin paying the higher rate upon the licensing of the new facilities.
 - C. If the new facilities are owned by a person or entity other than the existing Attaching Entity, the owner of the new facilities shall submit to the Licensor notice which contains the corporate identity and the type of utility service being provided by the overlash facilities, certification that the third party has been issued a CPG in Vermont, a customer profile with all contact information completed, pole locations and the number of poles and a certification that the overlash party agrees to be governed by Rule 3.700 and this Tariff. Both the existing Attaching Entity and the overlash entity each shall pay rental at the attachment fee rate designated by this Tariff.

- 02. Procedure for Overlash
 - A. Scope
 - 1. In the process of upgrading cable plant capacity, it may be necessary for the Attaching Entity to augment the number of its cables and equipment lashed or attached to its existing strand.

 - B. Definitions
 - 1. Overlash - The act of attaching any single strand, hardware, cable, wires and/or apparatus owned by Attaching Entity to same Attaching Entity's existing strand, hardware, cable, wires and/or apparatus.
 - 2. Post-construction Inspection - A Licensor inspection of the poles after completion of Attaching Entity's Overlash project at its own cost that Attaching Entity shall pay Licensor for the inspection of those poles

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found not in compliance as a result of the Inspection.

3. Self-Pre-survey- The performance of a field review by an Attaching Entity to survey the routing of a proposed path where additional overlashed cable facilities are planned, to determine if any Make-Ready Work is required. The Attaching Entity shall adhere to all requirements of the most recent edition of the National Electrical Safety Code (NESC) and the "Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc. This survey is performed without the presence of a Licensor representative and the results of the Self Pre-survey shall be provided to the Licensor with documentation of any Subsequent Make- Ready Work required before Attaching Entity begins construction of the Overlash project.

4. Subsequent Make-Ready Work - Rearrangement of Licensor's facilities by Licensor as determined by the Attaching Entity' s Self Pre-survey to provide for clearance and separation requirements for all pole attachments relative to the latest edition of the Blue Book published by Telcordia and the latest edition of the NESC.

5. Charges - Licensor's actual costs.

C. Specifications

1. Attaching Entity shall conform to the terms and conditions contained within the Specifications Section of this Tariff, including:

a. The National Electrical Safety Code (NESC)

Part 2 Section 26-261K2 Strength Requirements
Part 2 Section 25-250 Loading Requirements

b. Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.

Section 4.2 Table 4 - 1 and Note 2
Section 3 Clearances

D. Notifications

1. Attaching Entity shall provide 10 days advance notice, in writing

(Appendix B-1), to Licensor prior to their Overlash work being started. Attaching Entity will coordinate its Overlash work with the Licensor to avoid any scheduling conflicts with any Licensor construction or maintenance work.

2. Attaching Entity shall submit written notification within thirty (30) days to Licensor after their Overlash work has been completed, to enable Licensor to facilitate the post-construction inspection.

E. Procedures

1. Attaching Entity shall perform a Self-Pre-survey of all routes where it proposes to Overlash cable to its existing licensed facility and, if Make-Ready Work is necessary, provide written results to Licensor.

2. Attaching Entity will submit a written request to Licensor to arrange for a Pre-construction Survey of all locations where Attaching Entity has determined Subsequent Make-Ready Work is necessary by Licensor to accommodate Attaching Entity's proposed work. Attaching Entity will provide advance payment to Licensor to cover the applicable charges for the Pre-construction Survey.

3. Licensor will notify the Attaching Entity of the applicable charges for any type of Make-Ready Work.

4. Attaching Entity will submit a check covering Make-Ready Work charges.

5. Licensor will provide the Attaching Entity with an associated work schedule and estimated construction completion date for the Make-Ready Work consistent with the time intervals set forth in Section 8.09-8.11.

6. Attaching Entity may proceed to place the overlashed cable in sections of aerial facilities requiring no Make-Ready Work. Attaching Entity may proceed to place the overlashed cable in sections of aerial facilities requiring Make-Ready Work when all parties affected concur that non-compliance will either be corrected by the Attaching Entity concurrently with the Overlash project, or by any other attacher, Joint Owner or Joint User after the Overlash project has been completed.

7. Attaching Entity shall notify Licensor in writing that the Overlash

project has been completed. Licensor may perform a Post-construction Inspection of the poles included in the Attaching Entity's Overlash project within ninety (90) days of receipt of written notice.

8. If Licensor performs a Post-construction Inspection of the poles involved in the Attaching Entity's Overlash project and all work is in compliance with the requirements and specifications, the cost of the inspection will be borne by Licensor and no further Post-construction Inspection will be required. Licensor will provide the Attaching Entity with the written results of the inspection within thirty (30) days.

9. If Licensor performs the Post-construction Inspection of the poles involved in the Attaching Entity's Overlash project and determines that Attaching Entity's work is not in compliance, Attaching Entity will pay Licensor for the inspection of those poles found in noncompliance. Licensor will provide the Attaching Entity with the charges for the inspection. In addition, Licensor may perform a Post-construction Inspection of those poles found to be in noncompliance in order to ensure that the Attaching Entity has brought its facilities into compliance. Licensor will provide Attaching Entity with the results of the inspection within thirty (30) days of the inspection in order that the Attaching Entity may bring its facilities into compliance.

10. Licensor will continue to conduct Post-construction Inspections until all of Attaching Entity's facilities as a result of the Overlash project have been made compliant. If the results of the Post-construction Subsequent show results that are in non-compliance with the aforementioned requirements and specifications, Attaching Entity shall correct such non-conforming condition within thirty (30) days of written notification from Licensor. Where Attaching Entity fails to correct the stated non-compliant condition within thirty (30) days, Attaching Entity shall be responsible to the Licensor for any costs associated with correcting such non-compliant conditions.

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POLE.ATT:11.00 REMOVAL OF ATTACHMENTS

- .01 In the event of termination of any of the Attaching Entity's licenses, authorization and/or rights hereunder, the Attaching Entity shall remove its facilities from the poles and anchors within 60 days of the effective date of the termination; provided, however, that the Attaching Entity shall be liable for and pay all fees and charges pursuant to provisions of Licensor until the Attaching Entity's facilities are actually removed from the utility pole(s) and anchor(s). If the Attaching Entity fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at the Attaching Entity's expense and without liability on the part of Licensor for damage or injury to such facilities or interruption of the Attaching Entity services, except in the case of any negligence or willful misconduct of Licensor.

- .02 Attaching Entity may remove its attachments from a pole at any time after first giving Licensor written notice of such removal. Following removal, no reattachment shall be made to such pole until Attaching Entity first complies with all of the provisions of this Tariff as though no previous attachment had existed.

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POLE.ATT:12.00 UNAUTHORIZED ATTACHMENTS

01. Upon receipt of notification from Licensor that unauthorized attachments exist, an Attaching Entity shall have 30 days or other mutually agreed upon time period, to provide Licensor with a copy of an agreement or other satisfactory evidence that proves the attachments have been authorized by Licensor. If any of the Attaching Entity's facilities are attached to Licensor's poles without being authorized, Licensor, may recover fees as specified in Section 12.02, without prejudice to its other rights or remedies under this Tariff, including termination, or otherwise, and require the Attaching Entity to submit in writing, within 30 days after the receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received within the specified time period, Attaching Entity shall remove the unauthorized attachments within 30 days of the final date for submitting the required application, or Licensor may remove the Attaching Entity's attachments or facilities without liability at the Attaching Entity's expense, except in the case of any negligence or willful misconduct of Licensor.

02. Upon discovery of an unauthorized attachment, the Attaching Entity agrees to pay an amount equal to a minimum one-year rent for any unauthorized attachments if Licensor cannot determine the date the unauthorized attachment was made. Attaching Entities who are repeat offenders will be brought to the attention of the Commission. Should the Attaching Entity, at a future date, discover a copy of an attachment application or other satisfactory evidence that proves attachments were authorized by Licensor, Licensor will adjust the Attaching Entity's rental bill accordingly including any interest associated with the amount.

03. No act or failure to act by Licensor with regard to any unauthorized attachment shall be deemed as license of such attachment; and if license should subsequently be issued, it shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Tariff.

*Effective October 1, 2020.

POLE.ATT:13.00 LIABILITY AND DAMAGES

01. Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to the Attaching Entity for any interruption of the Attaching Entity's service or for interference with the operation of the Attaching Entity's communications services arising in any manner, except from Licensor's gross negligence and willful default, out of the use of Licensor's poles.

02. The Attaching Entity shall exercise precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and the Attaching Entity assumes all responsibility for any and all loss from such damage caused by the Attaching Entity' s employees, agents or contractors. The Attaching Entity shall make an immediate report to Licensor and any other user affected by such damage of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.

03. Licensor shall exercise precaution to avoid damaging the facilities of the Attaching Entity and of others attached to Licensor's poles, and Licensor assumes all responsibility for any and all loss from such damage caused by Licensor' s employees, agents or contractors. Licensor shall make an immediate report to the Attaching Entity and any other user affected by such damage of the occurrence of any such damage and agrees to reimburse the respective parties for reasonable, direct costs incurred in making repairs.

04. Except to the extent as may be caused by the negligence of the party seeking indemnification, Licensor and Attaching Entity shall each defend, indemnify and save harmless the other against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with this Tariff (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the party seeking indemnification, by reason of the following:
 - A. Any work or action done upon the poles licensed hereunder or any part thereof performed by the indemnifying party or any of its agents, contractors, servants, or employees;
 - B. Any use, occupation, condition, operation of said poles or any part thereof by the indemnifying party or any of its agents, contractors, servants, or employees;
 - C. Any act or omission on the part of the indemnifying party or any of its

*Effective October 1, 2020.

- agents, contractors, servants, or employees, for which the party seeking indemnification may be found liable;
- D. Any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by the indemnifying party or any of its agents, contractors, servants, or employees;
 - E. Any failure on the part of the indemnifying party to perform or comply with any of the covenants, agreements, terms or conditions contained in this Tariff;
 - F. Payments made under any workers' compensation law or under any plan for employees disability and death benefits arising out of any use of the poles by the indemnifying party or any of its agents, contractors, servants, or employees;
 - G. The erection, maintenance, presence, use, occupancy or removal of the indemnifying party's facilities by it or any of its agents, contractors, servants, or employees or by their proximity to the facilities of other parties attached to the poles of the party seeking indemnification; provided that the indemnifying party shall defend, indemnify, and save harmless the party seeking indemnification against and from any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of the indemnifying party's agents, contractors, servants, or employees of any of the indemnifying party's contractors or agents; or by any and all such liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses brought, made or asserted by any of the indemnifying party's agents, contractors, servants, or employees of any of the indemnifying party's contractors or agents.
05. The provisions of this Article shall survive the expiration or earlier termination of any license issued hereunder.
06. The Attaching Entity shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the Attaching Entity's attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television broadcast programs, and for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of the Attaching Entity's poles, or otherwise.
07. If the work on a pole is not completed within the allowed time because of delays

*Effective October 1, 2020.

caused by another entity attached to the pole, and Licensor is liable for any penalties or damages because of the delay, the entity causing the delay shall indemnify Licensor for the full amount of the penalty or damages paid.

08. In no event shall the Licensor or Attaching Entity be liable to one another for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Tariff or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.

POLE.ATT:14.00 TERMINATION OF LICENSE

01. If Attaching Entity fails to comply with any of the terms or conditions of this Tariff, defaults on any obligation hereunder, or maintains or uses its facilities in violation of any law and Attaching Entity fails to correct such noncompliance or default within sixty days after written notice from Licensor, Licensor may terminate all licenses for use of the specific poles involved in such default or noncompliance.

02. If an insurance carrier at any time notifies Licensor that the insurance policies required under this Tariff will be canceled or changed so that Tariff requirements will no longer be satisfied, the Attaching Entity's license to attach to any of Licensor's poles terminates unless, prior to the effective date of such cancellation or change, Attaching Entity furnishes to Licensor current certificates of insurance for coverage in accordance with the provisions of this Tariff.

03. Any license or other authorization for Attaching Entity to attach to Licensor's poles issued or arising under this Tariff shall automatically terminate when Attaching Entity ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license.

04. In the event authorization is terminated, Attaching Entity shall remove its attachments from Licensor's poles within 60 days from the date of termination; provided, however, that Attaching Entity shall be liable for and pay to Licensor all fees pursuant to the terms of this Tariff until Attaching Entity's attachments are removed from Licensor's poles. Any license issued under this Tariff shall automatically terminate when the Attaching Entity ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license. Such automatic termination shall be stayed if the Attaching Entity has sought judicial or regulatory review of the decision that has acted to terminate such authority or, has declared that the Attaching Entity lacks such authority.

05. When the Attaching Entity's facilities are removed from a pole or anchor, no attachment to the same pole or anchor shall be made until the Attaching Entity has first complied with all of the provision of this Tariff as though no such pole or anchor

*Effective October 1, 2020.

attachment had been made previously and all outstanding charges due to Licensor for such pole or anchor have been paid in full.

*Effective October 1, 2020.

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*Effective October 1, 2020.

APPENDIX B-1 TO POLE ATTACHMENT TARIFF

APPLICATION AND POLE ATTACHMENT LICENSE

(Pole-Ownning Utility 's Name)

Street Address _____

City and State _____

Date _____

In accordance with the terms and conditions of the Utility's Tariff for Pole Attachments, application is hereby made for a license to make attachments to _____ poles as indicated on Form B-2. This request will be designated Pole Attachment License Application Number _____

By _____
Tel. No. _____

Pole Attachment Number _____ is hereby granted to make the attachments described in this application to _____ poles, as indicated on the attached Appendix Form B-2.

(Name of Attaching Entity)
By _____
Title _____
Date _____
Tel. No. _____

*Effective October 1, 2020.

APPENDIX B-2 TO POLE ATTACHMENT TARIFF

POLE DETAILS

Attaching Entity

License Application Number _____

Power Company involved

Telephone Company involved

Poles located in Municipality (Locale - if appropriate), County
Note: Provide separate sheets for each municipality)

Pole No.	Location	Attachment	Tax Dist.	Lie. No.	Lie Date
----------	----------	------------	--------------	-------------	-------------

ATTACHING ENTITY HEREBY REQUESTS THE POLE-OWNING UTILITY TO PROVIDE AN ITEMIZED ESTIMATE OF POLE MAKE READY WORK REQUIRED AND ASSOCIATED CHARGES (APPENDIX FORM B-5).

Title _____

*Effective October 1, 2020.

APPENDIX B-3 TO POLE ATTACHMENT TARIFF

AUTHORIZATION FOR FIELD SURVEY WORK

Attaching Entity

In accordance with the Pole-Owning Utility's Pole Attachment Tariff, following is a summary of the estimated charges which shall apply to complete a field survey covering Pole Attachment License Application Number _____.

FIELD SURVEY CHARGES

<u>FIELD SURVEY</u>	<u>NUMBER OF POLES</u>	<u>UNIT RATE</u>	<u>TOTAL</u>
(1) POLE			
(2-5) POLES			
(6-10) POLES			
(11-200) POLES		PER POLE	
TOTAL CHARGES			_____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ _____

(Pole-Owning Utility)

By _____

Title _____

Address _____

Tel. No.

Date _____

The required field survey covering License Application No. _____ is authorized and the costs therefore will be paid to Pole-Owning Utility in accordance with the pole-owning utility's tariff.

(Attaching Entity)

*Effective October 1, 2020.

APPENDIX B-4 TO POLE ATTACHMENT TARIFF

AUTHORIZATION FOR POLE MAKE-READY WORK

Attaching Entity

Field survey work associated with your License Application No. _____ dated
_____, 20__ , for attachment to poles has been completed.

Following is a summary of the estimated make ready charges which will apply.

	Hours	Rate/Hour	Total
Make-Ready Work			
Labor	_____	_____	\$ _____
Material	_____	_____	_____
TOTAL			\$ _____

Attached, is an itemized estimate (Appendix Form B-5) of required pole make-ready work and associated charges.

If you wish us to complete the required make-ready work, please sign this copy below and return with an advance payment in the amount of \$ _____.

(Pole-Owning Utility)

By _____

Title _____

Tel. No. _____

Date _____

Attaching Entity, By: _____

Title _____

Tel. No. _____

Date _____

*Effective October 1, 2020.

Sheet _____ of _____

Attaching Entity: _____

CWO _____
Attaching Entity Application Number

*Effective October 1, 2020.

APPENDIX B-6 TO POLE ATTACHMENT TARIFF

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

Notice No. _____

Date _____, 20____

In accordance with the terms of the Pole-Ownning Utility's Pole Attachment Tariff, notice is hereby given that the attachments to the following poles in the City/Town/Village of _____ covered by permit number _____ were removed on _____, 20 ____.

Street Name	Pole Number	(If Pole No. is not available) Street Number
----------------	----------------	--

Total number of poles to be discontinued _ _ _ _ _

Said permit is to be canceled in its entirety/partially as above.

By: _____

Title: _____
(Attaching Entity)

Use of poles has been discontinued as above.
Pole-Ownning Utility

Date: _____ By: _____

*Effective October 1, 2020.

APPENDIX B-7 TO POLE ATTACHMENT TARIFF
CERTIFICATE OF INSURANCE

Re: Pole Attachments/ Attaching Entities

This is to certify that the _____ of
 (Insurance Company) _____ has issued policies of insurance, as described
 below and identified by a policy number to the insured named below; and to certify that such policies are
 in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so
 as to affect this certificate until thirty (30) days after written notice of such cancellation or change has
 been delivered to _____ ("Pole-Owning Utility") at

1. Insured _____ ("Attaching Entity")
2. Address _____
3. Status of Insured: Corporation _____ Partnership _____ Individual _____
4. Location of Work Operations of Insured _____

5. Description of Work Operations _____

INSURANCE POLICIES IN FORCE

Form of Coverage	Policy Number	Policy Period
Workmen's Compensation		From To
Public Liability (Bodily Injury and Property Damage)		From To
Is the above-named Pole-Owning Utility named as additional insured under the Public Liability Policy? Yes ___ No ___		

LIMITS OF LIABILITY

Form of coverage	Bodily Injury	Property Damage
Workmen's Compensation	Statutory	XXXXXX
Public Liability without deductibles	Each person \$	each accident?
Date _____	each accident \$	aggregate?
	_____ Insurance Company	

Issued at _ _ _ _

*Effective October 1, 2020.

EXHIBIT C
GUIDELINES FOR BROADBAND SERVICE PROVIDER ANTENNA
SYSTEMS MOUNTED ON DISTRIBUTION POLES

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6. SAFETY 6

*Effective October 1, 2020.

GUIDELINES FOR BROADBAND SERVICE PROVIDER ANTENNA SYSTEMS MOUNTED ON DISTRIBUTION POLES

1. INTRODUCTION

This document ("Guidelines") provides guidelines for Vermont's Pole-Owning Utilities ("Utilities") approach to requests for attachment of communication antennas and associated equipment to poles. Included within the Guidelines are descriptions of the Permit Application Process, Safety, and Construction requirements for the installation of Broadband Service Providers' ("Providers") antenna systems on distribution poles. The issues addressed in the Guidelines are technical in nature and concern matters attendant to the attachment of Broadband Service Providers' facilities to utility poles. The Guidelines do not address the issues associated with the procedures, commercial terms and conditions for such attachments as are otherwise incorporated in PUC Rule 3.700 or related utility pole attachment tariffs. The Guidelines are intended to be used in conjunction with the utility's pole attachment tariff ("Tariff"). To the extent that a Utility's Tariff addresses terms and matters covered in the Guidelines, or to the extent that there are conflicts between a Tariff and the Guidelines, the Tariff shall control.

2. PERMIT APPLICATION PROCESS

- 2.1. Unless otherwise provided for in a Utility's Tariff, the Utility and Provider will follow the Permit Application Process as set forth in this section. Before the Provider makes an attachment to any Utility-owned pole(s), it shall apply for and receive a pole attachment permit from the Utility.
 - a. Each permit will be evaluated on its own merits based on the Provider's choice of equipment and design of its network.
 - b. The Provider will at all times maintain compliance with the National Electric Safety Code ("NESC"), the National Electric Code ("NEC"), Blue Book-Manual of Construction Procedures, Vermont Occupational Health and Safety (1910-269), state and local laws, PUC Rule 3.700 regulations and the Utility's construction standards and Tariff.
 - c. The permit process may differ based on whether the Provider has been issued a Certificate of Public Good and each Utility's individual Pole Attachment Tariffs in effect, Pursuant to PUC Rule 3.702(C).
- 2.2. The Provider will submit, at its own expense, a set of design plans and specifications for each device or piece of equipment that the Provider proposes to be attached on the pole, for the Utility's review prior to the pre-construction survey.
- 2.3. A pre-construction survey is required for each pole for which the Provider is requesting an attachment to determine the adequacy of the pole to accommodate the attachments.
- 2.4. The Utility shall determine, based on the pre-construction survey, if its

attachments on the pole can be reasonably rearranged or replaced to accommodate the Provider's attachments. The Utility will complete all make-ready based on its own Tariffs and/or Pole Attachment Agreements. The Utility shall specifically provide its reasons for any denial of access, if the Provider's pole attachment request cannot be accommodated.

3. SUITABILITY FOR POLE ATTACHMENTS

Unless otherwise provided for in a Utility's Tariff, the Utility and Provider shall determine the suitability of the Utility's pole for the placement and maintenance of Pole attachments as set forth in this section.

- 3.1. The Utility shall determine the suitability of its poles for pole attachments on a case-by-case basis, pursuant to PUC Rule 3.701(C).
- 3.2. The Utility may offer the placement of a separate pole pursuant to PUC Rule 3.708(K).
- 3.3. Poles that carry primary electrical service that are not bucket truck serviceable may be deemed unsuitable for pole-top attachments, at the discretion of the Utility.
- 3.4. All attachments shall preserve climbing access to all facilities.
- 3.5. Antennas shall not be installed above the communications space on the pole types listed below. These pole types may restrict attachments in the communications space as well.
 - a. Regulator poles
 - b. Capacitor poles
 - c. Riser poles and underground dips for future risers
 - d. Neutral Isolation poles
 - e. Switch poles
 - f. Three phase transformer poles
 - g. Single phase transformer poles - unless the transformer's orientation can be rearranged such that future scheduled maintenance of the Utility's equipment wouldn't be hampered by the Provider's attached equipment.
 - h. Poles with two sets of cross arms where the cross arms occupy all four quadrants on the pole.
 - i. Poles that have structural repairs such as C-truss installations, fiberglass repair sleeve or have been identified as needing structural repair. Pole replacement will be required.
 - j. Poles with other attachments such as equipment including cross-connecting terminals, distribution terminals, load coil cases, apparatus cases, air dryers, CATV amplifiers or power supplies and any other equipment of significant size that is either pole- or strand-mounted.

- k. Poles considered as congested. These are poles that support two or more feeders. The Utility's pole inspection shall determine any pole that could be exempted from this stipulation.
- l. Poles with characteristics that do not guarantee the maximum permissible general public/uncontrolled exposure limits to Radio Frequency ("RF") radiation as indicated in Table 1 of FCC's Rule 47C.F.R. §1.1310.
- 3.6. For poles serviced by bucket trucks, all pole-top attachments must be accessible with the aerial lift device used by the Utility. The maximum height of the attachments will depend on the Utility's aerial lift trucks. Exact antenna height restrictions will be determined by field inspection at the proposed antenna location.

4. STRUCTURAL

Unless otherwise provided for in the Tariff, the Utility and Provider shall adhere to the Structural Guidelines as set forth in this section.

- 4.1. Antenna support structures shall be designed to withstand load requirements specified by the NESC. The Utility will determine the level of structural and design analysis required based on the specifics of the attachment request and the circumstances at the requested site, subject to the following conditions:
 - a. Pole-top attachments complying with the "Vermont Standard"¹ pole-top attachment design (if and when approved by the Utility) shall not require additional review by a structural engineer.
 - b. The Utility may require that a qualified Professional Engineer ("PE") perform an analysis at the Provider's expense, if the proposed attachment does not comply per 4.1.a. The Utility and the Provider shall mutually agree upon which PE to utilize. The Provider may submit the analysis with the application, or the Utility may obtain the analysis as a part of the make-ready process.
- 4.2. All attaching hardware used to support the mast and all equipment attached to the mast shall be galvanized or stainless steel, in new condition and capable of withstanding all designed loads.
- 4.3. Lock washers shall be used on all fastening hardware.
- 4.4. Split bolts with washers, perpendicular to an antenna support mast are required if the support bolts for the mast are within 12 inches of the top of the pole.
- 4.5. The Utility shall designate the quadrant or quadrants of the pole to be used by the Provider in order to minimize conflicts with pole climbing.
- 4.6. Pole-top attachments shall conform to the following specifications:
 - a. There shall be 48 inches of vertical separation between the highest energized conductor and the lowest attached antenna.

¹ The "Vermont Standard" is currently under design by the Vermont Telecommunication Authority.

- b. All devices attached above the communication space shall be affixed to a single antenna mast.
 - c. For single-phase poles, the antenna mast shall be affixed to the opposite side of the pole from the energized conductor.
 - d. For three-phase poles, the antenna mast and associated equipment may be authorized by adding a longer cross-arm (if the existing cross-arm is not of sufficient length) or an out rigged configuration or by installing a taller pole, to accommodate the Utility's safe approach distance.
 - e. The antenna mast shall be of sufficient length to allow it to extend from the communications space through the safety and electric supply spaces and above the pole sufficiently to allow the antennas to be attached in compliance with 4.7.a.
 - f. The antenna mast shall be offset from the pole by approximately six inches.
 - g. The antenna mast shall serve as a conduit for all cables running between the communications space to the antennas, such that no cables are exposed in the safety or electric supply spaces.
- 4.7. Devices may be attached to streetlight support structures, as long as they conform to the following conditions:
- a. The manufacturer's streetlight bracket specifications shall not be exceeded.
 - b. The total installation shall be less than twenty-five (25) pounds.
 - c. The installation shall not interfere with the operation and/or maintenance of the street light.
 - d. The streetlight bracket shall be ten (10) feet or shorter.
 - e. The streetlight bracket shall be a minimum of two (2) inch diameter ann.
 - f. Installation and maintenance on all attachments to streetlight brackets must be performed by qualified Utility personnel.
 - g. There will be no attachments to streetlight brackets which are mounted in the safety space, unless allowed by NESC.
- 4.8. The Provider shall include adequate fault current protection on all installations.
- 4.9. The Utility shall provide power to the Provider's equipment under an authorized Tariff or a special contract, which shall be filed with the Commission.

5. GROUNDING

- 5.1. Grounding must comply with NESC, NEC, Utility Standards and Service Requirements, and the Tariff and is the responsibility of the Provider.

6. SAFETY

Unless otherwise provided for in a Utility's Tariff, the Utility and Provider will follow the Safety guidelines as set forth in this section.

- 6.1. It is the responsibility of the Provider to ensure its employees and contractors are trained to comply with 2.1.b.
- 6.2. Provider must provide switches that shut off all power to and from its equipment. These switches must be clearly marked and accessible to all Utility personal. Utility personnel must be able to clearly determine by visible means that the RF output of the subject system is disabled. "Keep-out" tags shall be placed on the disconnecting devices during service on the pole.
- 6.3. The Provider is required to follow FCC signage requirements.
- 6.4. Any tree trimming in the Utility right of way required by the Provider will be coordinated through the Utility at the expense of the Provider. Any permits or rights-of-way required for tree trimming necessary to install, maintain, restore or otherwise service the distributive antenna system shall be obtained by the Provider in advance of any such work.
- 6.5. The Provider's personnel are not permitted to access the pole above the communications space. Only approved Utility personnel or contractors under the direction of an authorized Utility employee are permitted to access this section of the pole.
- 6.6. Provider shall maintain all equipment installed below the safety space.
- 6.7. The Provider shall provide identification apparatus tag(s) on its antenna equipment. The tag(s) shall include a 7 day, 24 hour contact telephone number of an individual who can immediately respond to emergencies and outage requirements.

SWANTON VILLAGE
ELECTRIC DEPARTMENT
ELECTRIC VEHICLE CHARGING STATION PILOT PROGRAM

AVAILABLE:

For use at electric vehicle charging stations for public use which are owned and maintained by Swanton Village Electric Department. This pilot program will be available for two years from the effective date.

RATES:

Level 1 charge: \$0.89 per hour.

Level 2 charge: \$1.40 per hour.

MINIMUM FEE:

Level 1 charge: \$0.89 for the first hour or fraction thereof.

Level 2 charge: \$1.40 for the first hour or fraction thereof.

TERMS:

Payment for services will be required by an approved payment card accepted by the network service vendor selected by Swanton Village Electric Department for payment processing on its electric vehicle charging stations.

EFFECTIVE DATE:

For charging station use on and after September 3, 2016.