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Village of Orleans Electric Light Department

Tariff No. TC-1

Terms and Conditions

Applicable to All Rates for Electric Service

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Section 1

1.

A. Applicability.

These terms and conditions apply to all customer classes and all ratepayers served by the Village of Orleans Electric Light Department ("the Company"). These terms and conditions shall remain in effect until superseded by amended filings or by operation of law.

B. Relationship to Public Service Board Rules.

The Company acknowledges the existence of Rules of the Vermont Public Service Board on numerous subjects, including but not limited to customer disconnections, pole attachments, customer billing information, net metering and line extensions. Those rules, as they may be amended from time to time, are hereby incorporated into and made a part of these Terms and Conditions. To the extent that those Rules or any part thereof may be inconsistent with these Terms and Conditions, the Rules shall control.

C. Superseding of prior Terms and Conditions.

These Terms and Conditions supersede and replace any prior terms and conditions on file with the Public Service Board, the offices of the Company, or both, except that they do not replace alter or amend the Company's general rate schedules, Rule 3.700 pole attachment tariff, Rule 5.600 line extension tariff, net metering tariff or Statement of Generally Available Rates, Terms and Conditions ("SGAT") pursuant to 30 V.S.A. § 8092.

2. Disconnection and reconnection of meters

The Company will charge customers the following amounts:

Disconnection whether or not upon late notice: \$15.00

Reconnection during normal business hours whether or not upon late notice:
\$15.00

Disconnection for tampering with equipment or theft of property or services
in violation of section 10 of these terms and conditions: \$150.00

Reconnection after tampering with equipment or theft of property or services
in violation of section 10 of these terms and conditions: \$150.00

Reconnection after hours whether or not upon late notice (to the extent
Company personnel are available): \$50.00

3. Returned checks.

- a. Should more than one check issued by a customer for payment of any service offered by the Company be returned for insufficient funds, the Company may require that, for a period of up to one year thereafter, payments from that customer be made by cash, money order, wire transfer or other method reasonably intended to assure secure payment.
- b. Any bank or other financial institution charges incurred by the Company as a result of the tendering of a dishonored check by a customer, plus an administrative charge of \$20.00, shall be added to the customer's next monthly bill.

4. Hook up of temporary service

If the Company performs a hook up of temporary service at the request of a customer, the customer shall pay in advance the full estimated cost for the temporary service, calculated at the Company's anticipated actual costs (including equipment costs). The customer shall pay any amount by which the costs exceed the estimate, or shall be refunded any amount by which the advance payment exceeds the costs, within 30 days of the completion of the work. Temporary service shall not remain in effect for longer than six months, absent good cause as determined by the Company in its reasonable discretion.

5. Customer calls where issue is not attributable to Company.

In instances where the Company responds to a “no power” or other call from a customer, and the issue is attributable to circumstances on the customer side of the meter and not to the Company, the Company shall bill customer \$15.00 during business hours and \$50.00 after hours, to the extent that Company personnel are available after hours. The Company shall take reasonable steps to encourage the customer to call an electrician or pursue other options prior to responding pursuant to this section. Nothing in this section shall be deemed to create any obligation or responsibility on the Company’s part to perform work within the customer’s premises.

6. Late payment charges.

The Company will assess a late payment charge of 1% per month on all delinquent account balances. To the extent allowable under Board or judicial precedent, these late payment charges shall not be considered “nonrecurring charges” under Public Service Board Rule 3.302(B)(4) or any successor rule, and may be included by Company in the calculating the threshold delinquency amount under Rule 3.302(B)(1) or any successor rule.

7. Company not liable for losses, damage or injury.

The Company shall not be liable for any losses, damage or injury resulting from:

- a. Any cause resulting from the actions of the customer or the customer's agent or employee, including but not limited to the customer's electrician and/or subcontractor;
- b. The customer's wiring or appliances;
- c. Overloading by the customer of the service provided, whether such overloading be intentional or unintentional;
- d. Tampering by the customer or any third person with the Company's equipment; or
- e. Any other cause, including acts of nature, not resulting from the sole negligence of the Company.

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

The Company shall have the right to disconnect service immediately, and to charge a disconnection fee as set forth in section 2 of these terms and conditions, upon its reasonable ascertainment that customer or customer's family members, cohabitants, tenants, agents or employees have committed any criminal act relative to the electric service provided by the Company, including but not limited to theft of electricity or theft of, tampering with or vandalizing Company property in any way. The Company shall not be obligated to reconnect service absent complete restitution for any and all damage and loss suffered by the Company.

9. No resale of electricity.

Except as provided in Board Rule 4.800, customer shall not directly or indirectly sell, resell, assign or otherwise dispose of any or all of the electricity sold to customer by Company. Any such resale or transfer shall be grounds for immediate disconnection by Company to the fullest extent permitted by law.

10. Vermont Utilities Electric Service Requirements Manual

The Company incorporates into these Terms and Conditions the Vermont Utilities Service Requirements Manual (attached hereto as attachment 1, and made a part hereof) as may be revised and updated from time to time. In so doing, the Company recognizes that the Manual is, by its own terms, intended to serve as a guide, and that work practices of the Company, regulatory requirements or other factors may require good faith deviation from the Manual in a given situation.

11. Temporary inapplicability of terms and conditions.

Notwithstanding any other provisions of these terms and conditions, the Company may disconnect service for reasons of health and safety, or during natural disasters or other emergency situations.