

# VERMONT PUBLIC POWER SUPPLY AUTHORITY

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September 2, 2010

HAND DELIVERED

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

re: Northfield Electric Department Terms and Conditions  
Tariff filing no. 8164

Dear Mrs. Hudson:

Enclosed please find an original and nine copies of revised Terms and Conditions for the Village of Northfield Electric Department, to take effect on September 15, 2010. This version incorporates the staff recommendations contained in the Board's memo of August 30, 2010, and changes the filing date. As with the previous filing, we have not provided a redline/strikeout version, as these Terms and Conditions do not appear to replace anything that we have found to be on file with the Board. We have not included another copy of attachment 1 given its large size and recent filing. Northfield would also respectfully request a waiver of the 45 day rule to enable these Terms and Conditions to take effect on the September 15<sup>th</sup> date.

The Department of Public Service has been served with this filing, and it is our understanding that the Department is in agreement with it.

Thank you for your consideration.

Very truly yours,

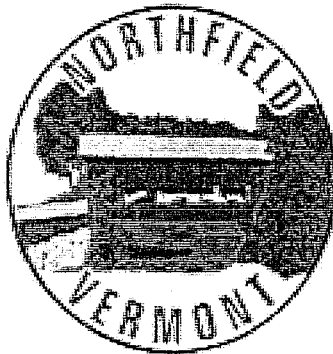
David John Mullett

cc: Village of Northfield Electric Department  
Vermont Department of Public Service

Title Sheet  
original page 1

## **Village of Northfield Electric Department**

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



Filed: September 2, 2010  
Effective: September 15, 2010

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Attachment 1 – Vt. Utilities Electric Service Requirements  
Manual (119 total pages)  
Attachment 2 – Contract for Outside Plant Services between Green  
Mountain Power Corporation and Northfield Electric  
Department, Northfield, Vermont (dated January 1,  
2010 )

1.

**A. Applicability.**

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 These terms and conditions shall remain in effect until superseded by amended filings or by operation of law.

**B. Relationship to Public Service Board Rules.**

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

**C. Superseding of prior Terms and Conditions.**

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

## **2. 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.

### **3. Reconnection and Disconnection fees**

The Company presently receives significant outside services from Green Mountain Power Corporation (“GMP”) pursuant to a Contract for Outside Plant Services between Green Mountain Power Corporation and Northfield Electric Department (“the GMP agreement”), which agreement and accompanying rate schedules are attached hereto as attachment 2, and made a part hereof.

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

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

Disconnection upon late notice: \$35.00

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

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

Reconnection during business hours upon late notice: \$35.00

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

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

Account set up fee: \$20.00

Final bill processing fee: \$20.00

**4. Returned checks.**

a. Should any check issued by a customer for payment of any service offered by the Company be returned for insufficient funds, the Company may require that, for a period of up to one year thereafter, payments from that customer be made by cash, money order, wire transfer or other method reasonably intended to assure secure payment.

b. Any bank or other financial institution charges incurred by the Company as a result of the tendering of a dishonored check by a customer, plus an administrative charge of \$25.00, shall be added to the customer's next monthly bill.



## **5. Hook up of Temporary Service**

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

**6. Disconnect and Reconnect of service for reasons other than nonpayment**

a. If a customer requests a disconnect/reconnect for other than nonpayment issue, except for relocation of service, a fee of \$35.00 will be charged for disconnection and a fee of \$35.00 will be charged for reconnection, and these fees will be added to the customer's next monthly bill. Examples of where this charge would apply include, but are not limited to, disconnections and reconnections for purposes of tree removal or an upgrading of the service amperage within the customer's premises. For services under this section rendered other than during the normal business hours of the Company, the charge shall be \$150.00 for disconnections and \$150.00 for reconnections.

b. For a relocation of customer service not governed by the Company's Rule 5.600 line extension tariff, the customer shall pay in advance an estimated cost and then billed/credited the difference from the actual cost incurred by the Company under the GMP agreement.

c. Should a bucket truck or line truck be necessary to accomplish a disconnection or reconnection of service, the customer shall pay all costs incurred by the Company under the GMP agreement.

**7. Customer calls where issue is not attributable to Company.**

In instances where Green Mountain Power Corporation responds on behalf of the Company 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 the amount billed to the Company under the GMP agreement in connection with the response. Such amount under the GMP agreement is typically not less than \$300.00 during business hours and \$900.00 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.

**8. Late payment charges.**

The Company will assess a late payment charge of 1% per month on all delinquent account balances. This includes, but is not limited to, all charges incurred by Company pursuant to the GMP agreement and passed on to Customer pursuant to these Terms and Conditions. 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.

**9. Company not liable for losses, damage or injury.**

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

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

**10. Updating or termination of GMP agreement.**

The Company shall file any updated cost schedules to the GMP agreement, any changes to the body of the Agreement, or revised Terms and Conditions in the event the GMP Agreement is terminated, in accordance with the requirements of 30 V.S.A. § 225(a).

**11. 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 3 of these terms and conditions, upon its reasonable ascertainment that customer or customer's family members, cohabitants, tenants, agents or employees have committed any criminal act relative to the electric service provided by the 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.

**12. Customer deposits.**

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



**13. Costs of collection.**

In instances where the Company utilizes the service of a collection agency or incurs other costs to obtain collection of delinquent accounts in any manner consistent with law, all such costs may be added to the amount owed by customer.

**14. Lien rights.**

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

**15. No resale of electricity.**

Customer shall not directly or indirectly sell, resell, assign or otherwise dispose of any or all of the electricity sold to customer by Company without the written consent of the Company. Any such resale or transfer shall be grounds for immediate disconnection by Company to the fullest extent permitted by law.

**16. 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.