

Title Sheet
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Village of Enosburg Falls Electric Department

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

Filed: November 10, 2014
Effective: January 1, 2015

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1.

A. Applicability.

These terms and conditions apply to all customer classes and all ratepayers served by the Village of Enosburg Falls 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 These terms and conditions shall remain in effect until superseded by amended filings or by operation of law.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. Reconnection, disconnection and other service fees

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

Disconnection upon late notice: no charge

Disconnection of non-delinquent customers' service during business hours:
\$15.00

Reconnection during business hours upon late notice: \$30.00

Reconnection during business hours of non-delinquent customers' service:
\$15.00

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

Disconnection for tampering with equipment or theft of property or services
in violation of section 9 of these terms and conditions: \$150.00.

Reconnection after tampering with equipment or theft of property or
services in violation of section 9 of these terms and conditions: \$150.00.

Initial fee upon establishment of account: \$30.00

Delivery of notice under Public Service Board Rule 3.305(A): \$30.00

3. Collection of charges at customer premises.

Where it is reasonably necessary for the Company to go to the customer's premises or some other location in order to attempt to secure collection of outstanding charges, the Company may assess a fee of \$30.00 for each such visit; provided, however, that such notice shall not apply to visits occurring prior to the sending of notice by the Company in accordance with Public Service Board Rule 3.301(C). This charge shall also apply to circumstances where the customer calls and makes payment arrangement with the office of the Company while Company personnel are at the customer's premises or other location to attempt to secure collection.

4. 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 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; customer purchase of transformers;
other services**

A. 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.

B. Transformers of 37.5 kva or above.

Any customer requiring a transformer of 37.5 kva or above shall be responsible for the purchase of that transformer.

C. Other services.

For other services not covered by these terms and conditions or other tariffs of the Company, the Company shall charge a \$50.00 nonrefundable estimating fee, and shall provide the customer with a written estimate for the work. The Company shall collect the full amount of the written estimate prior to beginning the work, and shall collect the balance, or refund any amount by which the estimate exceeds the cost of the work, within 30 days.

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

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

In instances where the Company responds to a "no power" or other call from a customer, and the issue is attributable to circumstances on the customer side of the meter and not to the Company, the Company shall bill customer an amount reflecting the expenses incurred by the Company (typically the time of two employees and appropriate company vehicles) in connection with the response. Such amount is typically not less than \$120.00 during business hours and \$300.00 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.

7. 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.

8. 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, theft or vandalism by the customer or any third person with the Company's equipment;
- e. Vehicular or farm equipment accidents; or
- f. Any other cause, including acts of nature, not resulting from the sole negligence of the Company.

9. 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.

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10. Customer deposits.

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

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11. No resale of electricity.

Except to the extent provided in Board Rule 4.800, customer shall not directly or indirectly sell, resell, assign or otherwise dispose of any or all of the electricity sold to customer by Company without the written consent of the Company. Any such resale or transfer shall be grounds for immediate disconnection by Company to the fullest extent permitted by law.

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12. Temporary inapplicability of terms and conditions.

Notwithstanding any other provisions of these terms and conditions, the Company may disconnect service, decline to reconnect service, and take such other actions as may be necessary for reasons of health and safety, whether during natural disasters or other emergency situations. In any situation where power has been off for more than five days, or when in the reasonable judgment of the Company it is otherwise necessary, the Company may require that the customer or an agent of the customer be present at the time of reconnection.

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**State of Vermont
Public Service Board**

December 22, 2014

David John Mullett, Esq., General Manager
Vermont Public Power Supply Authority
P.O. Box 126
Waterbury Center, VT 05677-0126

Re: Village of Enosburg Falls Water & Light Department, Inc.
Tariff No. 8538

Dear Mr. Mullett:

The Public Service Board ("Board") has asked me to inform you that it has reviewed the tariff filing which you submitted on November 10, 2014, on behalf of the Village of Enosburg Falls Water & Light Department, Inc. The proposed filing revises the Company's Terms and Conditions, and also includes changes to the charges for certain administrative and other functions.

On December 16, 2014, the Department of Public Service ("Department"), pursuant to 30 V.S.A. Section 225, informed the Board that it had reviewed the filing and recommended that it be allowed to take effect.

Accordingly, the Board accepts the Department's recommendation and approves the filing to take effect as of January 1, 2015.

Very truly yours,

A handwritten signature in cursive script that reads "Susan M. Hudson".

Susan M. Hudson
Clerk of the Board

cc: Vermont Department of Public Service



State of Vermont
Department of Public Service
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December 16, 2014

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

Re: Tariff Filing #8538 – Village of Enosburg Falls Electric Department – Terms and Conditions Tariff


Dear Mrs. Hudson:

Please accept this letter as the Department of Public Service's (Department) recommendation regarding proposed revisions to Village of Enosburg Falls Electric Department's (Enosburg) Terms and Conditions Tariff (T&C Tariff). Enosburg requests a January 1, 2015 effective date for its revised tariff. For the reasons discussed below, the Department recommends that the Board approve Enosburg's revised T&C Tariff, effective January 1, 2015.

Enosburg states that most of the revisions to its T&C Tariff are self-explanatory and that many revisions are similar to those that have been established in other VPPSA member systems since the approval of Enosburg's existing T&C Tariff. Enosburg summarizes the primary changes in its transmittal letter, including changes to the charges for certain administrative and other functions.

The Department has reviewed the proposed modifications and finds them to be fairly in line with other VPPSA members' approved tariffs. As such, the Department recommends that the Board allow the revised T&C Tariff to go into effect. Nevertheless, the Department believes that in the future, revisions to charges (such as the ones at issue here) should be made in the context of a rate case filing, so that they can be evaluated in the context of the utility's overall costs and revenues.

Please let me know if I can be of any further assistance.

Sincerely,

Geoffrey Commons
Director for Public Advocacy

cc: David John Mullett, Esq., VPPSA

