

Title Sheet  
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**Village of Morrisville Water & Light Department**

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

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**1.**

**A. Applicability.**

These terms and conditions apply to all customer classes and all ratepayers served by the Village of Morrisville Water & 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 These terms and conditions shall remain in effect until superseded by amended filings or by operation of law.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 or Statement of Generally Available Rates, Terms and Conditions (“SGAT”) pursuant to 30 V.S.A. § 8092.

## **2. Reconnection, Disconnection and Miscellaneous fees**

The Company will charge customers the following amounts:

Disconnection upon late notice: \$30.00

Customer requested disconnection outside of normal meter reading cycle:  
\$30.00

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 during business hours upon late notice: \$30.00

Customer requested reconnection outside of the normal meter reading cycle:  
\$30.00

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

Final bill processing fee: \$20.00

Duplicate copies of bills: \$1.00 per bill

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, 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 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.

**6. Other services**

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

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



**7. 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 customer will be charged a fee of \$30.00 during business hours and \$150.00 after business hours (to the extent Company personnel are available after business hours). The Company will inform the customer of the charges prior to sending Company personnel to the customer’s premises.

**8. 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.

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**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, including acts of nature, not resulting from the sole negligence of the Company.

**10. Tampering with equipment; theft of property or services.**

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

**11. 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.

**12. No resale of electricity.**

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

### **13. Timing of execution of repayment plans**

Absent good cause established by the customer, the Company may require that repayment plans under Public Service Board Rule 3.300 be executed in writing within the notice periods established with Rule 3.301(C). In circumstances where coming to the Company's office to execute a plan is shown by the customer to cause unreasonable hardship, execution of the repayment plan may occur by other reliable means such as facsimile, electronic mail or mail.

**14. 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.