

WASHINGTON ELECTRIC COOPERATIVE, INC.  
EAST MONTPELIER, VERMONT

GENERAL TERMS AND CONDITIONS TARIFF

May 6, 2019

Updated August 5, 2020

**TABLE OF CONTENTS**

	PAGE NO.
GENERAL.....	1
MEMBERSHIP.....	1
DEFINITIONS.....	2
DEPOSITS FOR ELECTRIC SERVICE--RULE 3.200 MEMBER/CONSUMER DEPOSITS.....	5
Payment of Deposit.....	5
Grounds for Requirement of Payment of Deposit .....	5
Grounds for Waiver of Deposit.....	6
Return of Deposit.....	6
BILLING PERIOD AND PAYMENT PROCEDURES FOR ELECTRIC CONSUMPTION .....	7
Budget Billing.....	7
RATE SCHEDULES FOR ALL CLASSIFICATIONS.....	8
COLLECTION OF DELINQUENT ACCOUNTS: DISCONNECTION AND RECONNECTION.....	8
General Rule .....	8
Exceptions.....	9
Disconnection Notice Form .....	10
Time and Notice of Disconnection .....	11
Restoration of Service.....	11
Disconnect and Reconnect Charges.....	11
Inapplicability .....	12
Reports to the PUC .....	12
Jurisdiction for Exceptions .....	13
DISHONORED CHECK CHARGE.....	14
GUIDELINES REGARDING RIGHT-OF-WAY EASEMENTS .....	14
General Restrictions on Location.....	14
Provisions for Relinquishing Existing Right-of-Way Easements.....	15

Changes Involving Blanket Easements.....	15
Relocation Involving Surveyed Easements .....	15
Other .....	15

REQUIREMENTS AND SPECIFICATIONS FOR ELECTRIC SERVICE

EXTENSIONS AND RELOCATIONS .....	15
----------------------------------	----

Applicability .....	15
Line Assessment Charges .....	16
Electric Service Extensions.....	16
Actual Cost.....	16
Average Cost.....	16
Overhead Service Drop or Credit .....	16
Line Relocations .....	17
Preliminary Engineering and Cost Estimate Fee .....	17
Cost Recovery Period for CIAOC .....	17
Interest on Customer Funds Held by WEC.....	18
Construction Standards	
Installation of Conduit .....	19
Considerations in the Design and Siting of Line Extensions.....	19
Permits .....	19
Construction by Other Contractors .....	20
Ownership of Facilities .....	20
Energy Use Assessment Fee for Residential New Construction .....	21
Optional Compliance .....	21
Waivers .....	22
New Construction Program Performance Incentive .....	22
Abandonment of Electric Service Extension or Relocation Projects.....	22
Information Regarding Line Extension Alternatives .....	22
Customer Information for Line Extensions .....	22
Effective Date .....	23
Policy Distribution.....	23
Record Keeping .....	23
Public Utility Commission Ruling.....	23

SECONDARY UNDERGROUND ELECTRIC SERVICE ENTRANCE .....	23
---	----

Compliance Standards .....	23
Charges for Underground Electric Services .....	24
New Underground Electric Service .....	24

Changes to Existing Electric Service (Overhead to Underground or

Underground to Overhead.....	24
ELECTRIC METERS AND METER READING .....	24
ENERGIZING MEMBER’S ELECTRIC CONNECTION .....	25
TEMPORARY CONNECTIONS.....	25
WORK ON PREMISES OF MEMBER/CONSUMER OR APPLICANT .....	26
ONSITE GENERATION USING STANDBY GENERATOR AND/OR ALTERNATE OR EMERGENCY SOURCES OF ELECTRIC POWER .....	26
Engine-Driven Backup Electric Generation .....	26
Inverter-Based Electric Generation Under Net Metering .....	27
Emergency Battery and Inverter Backup Electric Storage System; “Uninterruptible Power Supply” (UPS) for Whole House “Critical” or “Emergency” Electric Load .....	27
MISUSE OF CO-OP METERING DEVICE(S)/THEFT OF ELECTRIC SERVICE .....	28
Reporting.....	28
Detection.....	28
Investigation.....	28
Disconnection of Service Due to Safety Hazard.....	28
Prosecution and Recovery Under Vermont Law .....	29
Employee Training.....	29
CHARGES FOR DAMAGE TO WEC ELECTRIC FACILITIES OR UNNECESSARY TROUBLE CALLS .....	29
Damage to Electric Facilities .....	29
Unnecessary Trouble Calls .....	29
SERVICE GUARANTEES .....	30
Applicability .....	30
POLE ATTACHMENTS.....	30
Rate 1 .....	31
Applicability .....	31
Rate 2 .....	31

Calculation .....	31
Applicability .....	31
Billing Procedure .....	31
Other Charges .....	31
Terms & Conditions.....	32
Tariff for Cost Maintenance and Use of Poles Attachment.....	32
Guidelines for Broadband Service Provider Antenna Systems Mounted On Distribution Poles & Attachment.....	32
STATEMENT OF GENERALLY AVAILABLE RATES, TERMS AND CONDITIONS (“SGAT”) PURSUANT TO 30 V.S.A. § 8092 .....	32
General Provisions .....	32
Fees and Charges .....	32
Advance Payment .....	33
Specifications .....	33
Legal Requirements .....	34
Issuance of Authorizations.....	34
Make-Ready Surveys and Work .....	34
Inspections of CSP’s Attachments.....	35
Liability and Damages .....	35
Insurance .....	36
Assignment of Rights.....	36
Failure to Enforce .....	37
Installation of Power Supply .....	37
Default.....	37
Amendment.....	37

WASHINGTON ELECTRIC COOPERATIVE, INC.  
ELECTRIC SERVICE RULES AND REGULATIONS

**I. GENERAL**

- The bylaws and formal Board-adopted policies of the Washington Electric Cooperative, Inc. (the “Cooperative” or “WEC”) will constitute general rules and regulations.
- Provision of service is subject to established rules and regulations including line extensions, tariffs, and service requirements.
- WEC’s bylaws, policies, and other requirements and practices for the provision of electricity are consolidated into this General Terms and Conditions Tariff. All fees and costs associated with provision of services or products are detailed in this Tariff.
- The policy of the Cooperative is that all consumers of electricity or other energy-related products shall be members. However, in the event a consumer wishes to waive his or her right to ownership in the Cooperative by not becoming a member, electric service will be furnished under the same conditions as for members.
- The Cooperative recognizes that in the furnishing of electric energy the Cooperative’s operations shall be so conducted that all members will, through their patronage, furnish capital for the Cooperative.

**II. MEMBERSHIP**

For payment of a membership, service connection or transfer fee in the amount of twenty dollars (\$20.00), a member shall be eligible to utilize one service connection. A member shall be charged a service fee of twenty dollars (\$20.00) for each additional service connection.

By signing the application for membership (Attachment A), the member:

- A. specifically authorizes and consents to the placement of a lien on their real property if they fail to pay all amounts owed the Cooperative when the same shall become due after the member ceases to purchase electric energy; and
- B. authorizes the Cooperative to charge costs of collection, attorney’s fees, and reasonable interest on the unpaid amount.

### III. DEFINITIONS

Attachment (Pole)--Any of the Communications Service Provider's (CSP's) equipment in direct contact with or supported by an item of WEC plant or equipment.

Attachment Fee (Pole)--A specified amount revised periodically, billed monthly, semi-annually or annually to the CSP.

Authorization--Written permission from WEC to the CSP allowing the CSP to attach a specific communication facility to a covered facility.

Business Days--Monday through Thursday, excluding legal holidays and any other time, or the day before such time, when the Cooperative's business offices are not open to the public.

Communications Facilities--Facilities that are used to send and receive audio, images, data, or other information via any electromagnetic media, including wires, cables, microwaves, radio waves, light waves or any combination of these or similar media.

Covered Facilities--Generation facilities and transmission facilities as defined herein and falling within the scope of the intent of 30 V.S.A. § 8091.

CSP--A communications service provider within the scope of 30 V.S.A. § 8091.

Delinquency--Failure of the ratepayer to tender payment for a valid bill or charge: (1) within thirty (30) days of the postmark date of that bill or charge, or (2) by a "due date" at least thirty (30) days after mailing, which shall be printed on the bill and which shall control in the absence of a postmark. Bills for electric energy use shall be rendered by WEC on a cycle basis with Cycle 1 on or about the 15<sup>th</sup> day of each month; Cycle 2, on or about the 22<sup>nd</sup> of each month, and Cycle 3, on or about the 29<sup>th</sup> of each month.

Deposit -- A sum held by the Cooperative as security to ensure future payment.

Disconnection--Deliberate interruption, limitation or disconnection of utility service to a ratepayer by the serving utility.

Dishonored Instrument-- A check or other medium of payment tendered to the Cooperative, the payment or acceptance of which is refused by the payer's bank and which is subsequently returned unpaid or uncollected to the Cooperative.

Electricity Diversion. Any act to willfully or maliciously prevent or interfere with the accurate measurement of energy supplied by WEC.

Electric Service Extension: The electric facilities required to connect the power line existing at the time of request for service to the customer's facility. The electric service extension will include all poles, primary wiring, secondary wiring, transformer(s), meter(s), right-of-way acquisition and clearing, trenching and backfilling, and any cost items associated with servicing a customer, including but not limited to legal fees and other approved fees as herein described, necessary court costs and any other costs

associated with the collection of these fees, and required federal, state and/or municipal permits.

Electric Service Relocation: Any change in the location of a service facility requested by the customer which results in a one-time cost or expense to make the change.

Engineering Plan--An engineered plan for the attachments of the communications service provider, including such things as ground clearances, working clearances, structure loadings, maintenance operations, electrical protection/shielding, and hardware specifications. The engineering plan shall be certified by a licensed professional engineer, at the CSP's expense, unless waived by WEC in its discretion.

Generation Facility--The external portions of WEC's facilities used to generate electric power.

Guy Strand--A metal cable of high tensile strength which is attached to a transmission pole and anchor rod (or another transmission pole) for the purpose of reducing transmission pole stress.

Inspector--A person employed by WEC to monitor and control the work being performed on or near the WEC plant and equipment.

Joint Owner--A person, corporation, or other legal entity having an ownership interest in the covered facilities along with WEC.

Joint User--A party with whom WEC has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of the covered facilities.

Make-Ready Survey--The field inspection and engineering to determine any necessary make-ready work, and the administrative effort required to process the application and prepare the charges and agreement for the provision of said make-ready work by WEC.

Make-Ready Work--All work, including but not limited to, rearrangement and/or transfer of existing facilities and attachments, replacement of a transmission pole, or any other changes required to accommodate the CSP's attachments to the covered facilities, including all work for poles being installed or replaced on new projects.

Meter Tampering. Any act to willfully or maliciously break or cut the meter seal, deface or obscure the meter glass case, or in any way damage or alter the proper operation of the recording components.

Notice -- As applied to disconnection procedures herein, notice shall mean written notice on a form approved by the PUC, sent within forty (40) days after delinquency and postmarked and sent not more than twenty (20) days, nor less than fourteen (14) days prior to the disconnection of service.

Overhead Service Installation: The delivery point shall be the weatherhead at the customer's structure (home, barn, shed, etc.)

Payment of a Bill--Receipt at the Cooperative's business office or authorized payment agency of cash, credit card, check or money order which is subsequently honored.



Periodic Inspections--WEC's inspection of the CSP's attachment(s) performed to determine that attachments are authorized and are maintained in conformance with this tariff and all applicable standards and practices.

Physician's Certificate--a written statement by a duly licensed practitioner certifying that a ratepayer or resident within the ratepayer's household, would suffer an immediate and serious health hazard by the disconnection of the company's service to that household. The certificate will be considered "valid" for thirty (30) days or the duration of the hazard, whichever is less, and may be renewed once. Use of a physician's certificate to prevent disconnection or to cause a reconnection is limited to two consecutive 30-day periods and shall not exceed three 30-day periods in any calendar year, except upon written order of the PUC.

Pole-Ownning WEC--A company, as defined in 30 V.S.A. § 201, that is subject to regulation by the Commission, and that has an ownership interest in WEC transmission facilities or rights-of-way.

Post-Construction Inspection—Inspection performed by WEC to measure and/or to visually observe CSP's attachment(s), during or shortly after completion of construction, for the purpose of ensuring that the attachment and the installation of the CSP's equipment conform to the required engineering plan and other requirements of this statement.

Primary residence -- By the term "primary residence," the Cooperative shall refer to the sole residence of the occupant or occupants, or, if the occupant or occupants have more than one residence, a residence in which the occupant(s) live(s) or expects to live for more than six (6) months per year. The Cooperative may require a member/consumer to produce one of the following to prove primary residence: Vermont driver's license or state identification card, proof of voter registration, library card, state income tax return, lease or property interests, human services agency proof of residence or similar documents providing proof of residence.

Rearrangement--As used herein rearrangement, shall mean that labor and materials caused to be used by WEC for the rearrangement of facilities on existing transmission poles, plant or equipment, or the transfer of facilities to new transmission poles or other company plant or equipment.

Subscriber--An entity that receives the CSP's communications service.

Temporary connection: An electrical connection to the Cooperative system using a temporary electric service entrance with facilities for operating 120/240 volt single phase equipment. The electric service entrance typically consists of a board containing a meter socket, weatherproof fusible panel and receptacle(s), and has a maximum capacity of 30 amperes.

Transmission Facilities--WEC poles, and related equipment that support conductors that operate at voltages of 34.5/19.9 kV or greater and do not function as distribution facilities.

Underground Service: A primary or secondary cable buried to Cooperative, Rural Electrification Administration (REA), National Electric Code (NEC) and National Electric Safety Code (NESC) specifications that supplies electric energy from the Cooperative's electric power lines to the member/consumer's facility.

Underground Service Installation: The delivery point shall be where the customer's underground service conductors connect to the transformer's secondary bushings or to the Cooperative's secondary conductors.

Wireless Attachment--Any of the CSP's facilities in direct contact with or supported by WEC's facilities, such as an antenna, and its associated support equipment.

Wireline Attachment--Any of the CSP's facilities in direct contact with or supported by a WEC transmission pole, and/or any article of equipment attached to a point on a transmission pole not normally occupied by a strand attachment (*e.g.*, power supplies, equipment, cabinets, terminals, etc.). For billing purposes, wireline attachments will be identified as either a strand, power supply, or antennae with associated equipment.

Definitions in PUC Rules shall govern in the event of any inconsistency between any definitions in this Tariff and those in PUC rules.

#### **IV. DEPOSITS FOR ELECTRIC SERVICE--RULE 3.200 MEMBER/CONSUMER DEPOSITS (Policy 9—December 4, 2002; Docket 6776)**

A. Payment of Deposit: All prospective member/consumers shall pay into the Cooperative a sum equal to 2/12 of the annual usage at the service point or 2/12 of the reasonable estimated annual usage. The usage shall be based on the history of actual usage for the dwelling, or if no usage record exists, the estimated charges based on the usage of service points with similar characteristics.

The deposit is due and payable as a precondition of initiating or continuing utility service. If the entire deposit payment presents a financial burden, the deposit can be paid in three equal payments with one third due immediately, one third due within thirty (30) days, and the final one third due within sixty (60) days. The Cooperative requires either verbal or written notification to Member Services of the intent to make such installment payments.

The payment of the deposit may be required in accordance with the provisions of Section B below, or waived if the conditions of Section C are met.

B. Grounds for Requirement of Payment of Deposit: Existing customers may be required to pay a deposit for a primary residence after they have been disconnected for nonpayment of valid charges.

Existing customers may be required to pay a deposit on a secondary connection if they have established a history of poor credit with the Cooperative. Poor credit shall be established through use of an established credit rating company, or if a customer has received more than one disconnect notice on any other energy account they have or have had with the Cooperative within the last year or has been disconnected for nonpayment within the last two years.

A prospective customer may be required to pay a deposit in the absence of a satisfactory credit reference furnished to WEC by one of the following sources:

1. A reference from a bank indicating the applicant has had an active checking account for at least one year, and the account has not been overdrawn within that year; or

2. A letter from one or more utilities or cable television companies (out of State references acceptable) indicating a good credit rating for past two years; or
  3. A written statement from a creditworthy customer guaranteeing payment; or
  4. Other reasonable demonstrations of creditworthiness may be accepted in accordance with the PUC's Rule No. 3.200.
- C. Grounds for Waiver of Deposit: The Cooperative shall waive the required deposit for existing or prospective customers if they can provide a guarantee of payment in the following manner:
1. A written guarantee agreement from an active member of WEC who is in good credit standing with the Cooperative. The agreement must contain the amount and time period covered which must be equal to the deposit and amount requested in order to waive the deposit requirements. The member guaranteeing payment will be held responsible for any uncollectible WEC utility bill, up to the amount guaranteed, for the person(s) covered by the guarantee agreement.
  2. If the guarantor loses good credit standing or ceases to be a WEC member, WEC may cancel the guarantee agreement, with notice to the member for whom the guarantee was furnished. The member guaranteeing payment may also request that the agreement be cancelled, with at least thirty (30) days written notice to WEC and the member he/she guaranteed payment for. At that time, the Cooperative may require a deposit from the customer unless a good credit history has been established as defined in B above.
- D. Return of Deposit: The Cooperative will pay interest on member/customer deposits at a constant rate for each calendar year. The rate shall be equal to the Prime Lending Rate, as reported by the Federal Reserve Bank of New York, on November 1 of the preceding calendar year, minus two hundred basis points (2.0%). In the event that a Prime Lending Rate is no longer published, the interest rate shall be equal to the average federal funds rate for one-year notes on November 1, plus one hundred basis points (1.0%). Interest on deposits shall be calculated in accordance with the provisions of PUC Rule 3.200 effective January 1, 1999.

The deposit will be refunded, with accrued interest, after the twelfth (12) billing, either by credit to the member/consumer's bill for service, or by check to the member/consumer upon request, if the following conditions are met:

1. The account has not been disconnected for nonpayment and has not received more than three (3) disconnection notices for a twelve-month period if billed monthly.
2. If termination of electric service, at the request of the member/consumer, occurs prior to the twelve (12) month time period the deposit will be returned to the member/consumer, less any deduction for payment due in a single payment within thirty (30) days.

Upon termination of electric service, and at the written request of the member/consumer, a credit reference form will be furnished to said member/consumer within three (3) working days. A good credit reference will be given if the customer has received no more than one disconnection notice

within the last year, and no disconnections of service within the last two years. If service did not equal two years, the Cooperative will furnish a credit rating on the actual time period of the member/consumer. If monies are due, the letter of credit will indicate failure of the customer to make final payment.

A credit reference form will be furnished by the Cooperative and the prospective member/consumer will be asked to sign the form for authorization before they forward the form to their reference source. **It is up to the prospective member/consumer to obtain the references to prove creditworthiness, and to advise the Cooperative of any delay or special circumstances that might delay prompt completion of this requirement.**

A prospective member/consumer shall be informed that he/she can dispute the necessity for the deposit or amount required by contacting the Consumer Affairs Division of the Vermont Department of Public Service, 112 State Street, Montpelier, Vermont 05620, telephone no. (802) 828-2332, or toll-free intrastate calls 1-800-622-4496.

**V. BILLING AND PAYMENT PROCEDURES FOR ELECTRIC CONSUMPTION**  
(Policies 3 & 34)

- A. The Cooperative shall bill all customers on a monthly basis for consumption of electricity as indicated by periodic meter readings taken by the Cooperative or its agent(s).
- B. Those members failing to pay the current amount within 30 days after the mailing date of a bill shall be subject to collection and/or disconnection procedures in accordance with Section VII. Collection of Delinquent Accounts.
- C. The Cooperative may employ metering technology which provides continuous usage data and may establish rate structures that reflect time of use consumption.
- D. The Cooperative may send bills to members via U.S. Postal Service mail, or at the member's option, email or other electronic means, and may receive payments in person at the Cooperative's office, by mail, or by electronic funds transfer. The mailing date of a bill shall be the date on which it was sent via any of the aforementioned means.
- E. All payments must be made in U.S. currency.
- F. Budget Billing (Policy 34): Any member/consumer receiving electric service at a primary residence (see § III, above) may request monthly budget billing at any time of the year, by completing an application for budget billing plan (Attachment B).

The budget will be based on either the member's previous 12-month average use or the anticipated average use based on the consumption history for this service point, adjusted for any known additional charges or credits, and changes in rates and energy consumption, including anticipated length of occupancy.

The monthly payment due shall not exceed one-twelfth (1/12) of the annual estimated bill, or the estimated average monthly amount for member/consumers who expect to be in a dwelling for less than one year.

Each budget billing statement will provide actual energy consumption information and charges, and state both the budget billing payment due and the actual account status, showing the unpaid balance or credit due.

The monthly budget payment due will be periodically reviewed and adjusted to minimize under- or over-payment by the member in accordance with PUC Rule 3.302(D). Additionally, the WEC shall reconcile the member's budget payment plan twelve months after initiating the member's plan and annually thereafter either on the anniversary of the initiation of the plan or at a set time of the year as filed in the utility's tariff. If the amount of the deficit exceeds \$50, the customer shall have the option of paying any budget plan deficit in twelve equal monthly installments during the ensuing 12 months.

Any member with a delinquent balance who applies for budget billing shall have the option to either include the delinquent amount into the budget payment plan or pay the delinquency over an extended period under a separate repayment agreement concurrent with the budget plan. The terms of the repayment plan must be approved by the Cooperative's Billing Department or Member Services Department.

Budget billing will continue until such time as the member gives the Cooperative 30 days' advance notice of their desire to terminate budget billing.

Each member who applies for budget billing will be advised in writing that any disputed terms or conditions for the plan may be referred to the Consumer Affairs Division of the Department of Public Service. This written notice shall include the Department's address and toll-free number.

## **VI. RATE SCHEDULES FOR ALL CLASSIFICATIONS (Policy 38)**

The schedule of rates, rules and regulations, are found in the following attachments:

1. C-2--Large Power-- December 31, 2018, Docket No. 18-3959-TF
2. C-3--Net Metering June 29, 2018, No. 18-1530-TF
3. C-5--Residential-- December 31, 2018, Docket No. 18-3959-TF
- 4.
5. C-7--Street & Area Lighting December 31, 2018, Docket No. 18-3959-TF
6. C-8--Time of Day-- December 31, 2018, Docket No. 18-3959-TF

## **VII. COLLECTION OF DELINQUENT ACCOUNTS: DISCONNECTION AND RECONNECTION (Policy 12—April 26, 2008; Docket 7425)**

This section is promulgated pursuant to PUC Rule No. 3.300 and applies to electric customers.

- A. General Rule. WEC shall not disconnect service to a ratepayer unless the requirements and procedures of PUC Rule 3.300 are met, or payment of a valid bill or charge is delinquent as defined herein, and notice of disconnection has been provided previously to the ratepayer. The time limits set forth in the definitions in § III, above, shall control in the mailing and servicing of disconnect notices.

B. Exceptions. The following exceptions shall apply to the general rule of paragraph A above:

1. The delinquent bill or charge, or aggregate delinquent bills and charges do not exceed fifty dollars (\$50.00).
2. The only charges or bills constituting the delinquency are more than two (2) years old.
3. The delinquency is due solely to a disputed portion of a charge which has been referred to the PUC by the ratepayer or the Cooperative, and the PUC has advised the Cooperative not to disconnect service.
4. The delinquency is due to a line extension, special construction charge, or other non-recurring charge except that this exception shall not apply to reconnection charges or charges for personal visits to collect delinquent accounts.
5. The disconnection would represent an immediate and serious hazard to the health of the ratepayer or a resident within the ratepayer's household, as set forth in a physician's certificate which is on file with the Cooperative. (Notice by telephone or otherwise that such certificate will be forthcoming will have the effect of receipt, providing the certificate is in fact received within (7) days.)
6. The ratepayer has not been given an opportunity to enter into a reasonable agreement to pay the delinquent bill or, having made such agreement, has substantially abided by its terms, (75% payment of each installment payment as defined by PUC Rule 3.300) and a monthly installment plan for the payment of future bills.
7. Washington Electric Cooperative shall not disconnect a dwelling at the request of the member/consumer if it has reason to believe the dwelling is rented to a person or entity other than the member/consumer. At the request of termination of service, WEC shall make note of whether the premise is occupied and if the member/consumer is the owner. WEC shall give a three (3) day notice to the occupant of a rental unit if power is to be disconnected due to the failure of the owner to pay a delinquent bill. If power is disconnected by WEC under the presumption that the premise is not occupied, reconnection shall be made upon notification from the tenant. The tenant will be allowed the waiver of any immediate deposit and will allow payment of any deposit received over a period of sixty (60) days as outlined under deposits in Section IV above.
8. In addition, during the winter period of November 1 through March 31, the following conditions will be adhered to:
  - a. Prior to disconnection during the winter period, WEC shall confirm that outdoor temperatures, as predicted by a current National Weather Service (phone 862-2475) forecast for the Burlington, Vermont area or by another weather service approved by the PUC, will not drop under 10 degrees Fahrenheit during a 48-hour period beginning between 7 a.m. and 10 a.m. on the anticipated date of disconnection. When temperatures are forecast to fall below 10 degrees Fahrenheit during the winter period, WEC is prohibited from performing disconnections.



- C. Utility service to households with any member aged 62 or older shall not be disconnected during the winter period if outdoor temperatures are forecast to fall below 32 degrees Fahrenheit during a 48-hour period beginning between 7 a.m. and 10 a.m. on the anticipated date of disconnection, provided that the member/consumer furnishes advance written notice to WEC that the household qualifies under this paragraph. WEC may require reasonable proof of such qualification under this section.
- D. Disconnection Notice Form. The notice form required under paragraph A above, and defined in Section III above, shall contain the following information:
1. The ground(s) upon which the proposed disconnection is based;
  2. Statement of intention to disconnect unless the customer either pays the bill, reaches an agreement with the Cooperative regarding payment of the bill, or makes arrangement for payment of future service based on a budget billing plan if the account is for service at a principal residence, per V. Billing Period and Payment Procedures, Section F—Budget Billing;
  3. The dates upon which service will be disconnected, if the customer does not take appropriate action;
  4. The name, address, and telephone number of the Cooperative’s officer or employee to whom the ratepayer may address any inquiry and the fact that intrastate calls to the Cooperative for this purpose may be made collect;
  5. The ratepayer’s right to submit the matter to the Consumer Affairs Division of the Vermont Department of Public Service after discussing it with the Cooperative, the Division’s address and telephone number, and the fact that intrastate calls to the Division for this purpose may be made collect;
  6. A statement that if disconnection would result in an immediate and serious health hazard to the ratepayer or resident within the ratepayer’s household disconnection will be postponed upon presentation of a duly licensed physician’s certificate;
  7. The itemized cost that will be borne by the ratepayer for disconnection, collection, and later restoration of service;
  8. If the immediate household contains any member aged sixty two (62) or older and we are furnished with advance written notice that the household qualifies under this section, and if requested, furnishes us with reasonable proof of such qualification, the power will not be disconnected between November 1 and March 31 based on the following: If outdoor temperatures are forecast to fall below 32 degrees Fahrenheit during a 48-hour period beginning at the anticipated time of disconnection.
  9. Any information consistent and in compliance with the above and which has received prior approval from the PUC.

Any ratepayer entering into an agreement to pay a delinquent bill shall be given a notice in writing containing, in conspicuous language, that failure to substantially comply by the terms of the

agreement shall subject the member/consumer to collection/disconnect procedures. Such statement shall also list the possible charges to be incurred because of a termination of service or further collection procedures for failure(s) to abide by these terms.

- E. Time and Notice of Disconnection. Disconnection of electric service shall occur only during the hours of 8:00 a.m. and 2:00 p.m. of the business days specified on the notice of disconnection. If the Cooperative has available personnel authorized to reconnect service and enter into arrangements on behalf of the utility until 8:00 p.m. of a normal business day, the Cooperative may disconnect service between the hours of 8:00 a.m. and 5:00 p.m. on the dates specified on the notice. During the months of November through April, a total of eight (8) collection days will be used. During the months of May through October, a total of four (4) collection days will be used.

When service is disconnected, interrupted or limited at the premises of the ratepayer which shall include disconnection, limitation or interruption at a pole at or near the premises of the ratepayer, the individual making the disconnection shall immediately inform a responsible adult on the premises that service has been disconnected, interrupted, or limited. If no responsible adult is then present, such individual shall leave on the premises, in a conspicuous and secure place, a notification advising that service has been disconnected, interrupted or limited and what the ratepayer has to do to have service restored.

- F. Restoration of Service. If service has been disconnected, interrupted or limited, the Cooperative shall, within twenty-four (24) hours, restore service upon the customer's request when the cause for disconnection of service has been removed or when an agreement has been reached between the ratepayer and the Cooperative regarding the dispute which led to the disconnection or when directed to do so by the PUC. Restoration of service, to the extent feasible, shall be done so as to avoid charging ratepayers for overtime wages and other abnormal expenses.

G. Disconnect and Reconnect Charges.

1. A consumer will be assessed a fee of twenty dollars (\$20.00) for a personal visit to the consumer's residence pursuant to a disconnect order for any of the following services:
  - a. A collection trip where an arrangement is made for payment of the delinquent bill or payment is made in full.
  - b. The customer is not present and the Cooperative's field representative determines from all the facts and circumstances that disconnection is not prudent and he/she takes other, less stringent, action.
  - c. Service is disconnected/limited.
2. If an arrangement is made for payment of the delinquent bill and the customer defaults on the payments agreed to thereunder, after having been given reasonable opportunity to comply, disconnection may take place and the customer shall be assessed twenty dollars (\$20.00) for disconnection of service, unless additional charges are incurred for disconnection by a line crew as specified below, in addition to the twenty dollars (\$20.00) assessed for the personal visit at which the abrogated agreement was reached.



A twenty dollar (\$20.00) fee shall be charged for the reconnection of service during regular working hours, Monday through Friday, excluding holidays, unless it is necessary to have the reconnection performed by a line crew as specified below.

3. When a ratepayer requests that reconnection take place during other than regular working hours, he shall, at the time of the request, be advised that the fees charged for such reconnection are as follows:
    - a. Minimum (first hour) at \$35.00;
    - b. Subsequent rate per hour, \$10.00;
    - c. Mileage charge is portal to portal at the standard mileage rate set by the IRS.
  4. In cases where the Cooperative becomes aware that the electric meter has been tampered with which resulted in theft of power, the Cooperative may assign a line crew to disconnect service at the transformer. When a line crew is required to perform a disconnection and reconnection, the following additional charges shall apply:
    - a. A \$100 fee will be assessed for a disconnection during normal business hours.
    - b. A \$100 fee will be assessed for a reconnection during normal business hours.
    - c. A \$150 fee will be assessed if, at the member's request, the reconnection takes place during other than normal business hours.
  5. The additional charges for utilizing a line crew to disconnect and/or reconnect will only be assessed in cases where there is clear and convincing evidence of theft of power. The consumer will be informed in writing of the additional charges and the reason for them. All such charges incurred shall be paid within thirty (30) days unless made part of a repayment agreement.
  6. The member must pay the minimum amount due at the WEC Office before a crew will be dispatched for reconnection.
  7. Accounts disconnected for non-payment may be charged a deposit based on two (2) months' estimated energy charges (based on 2/12<sup>ths</sup> of the one year's charge) or in the case of seasonal service, a sum not exceeding one-half of the reasonable estimated charge for the ensuing season.
- H. Inapplicability. This section shall not apply to any disconnections or interruptions of services made necessary for reasons of health or safety of the ratepayer or the general public.
- I. Reports to the PUC. WEC shall file with the PUC on a form to be provided by the Commission, a monthly statement showing the number of bills forwarded to ratepayers for that month, the number of disconnection notices sent out to ratepayers, the actual number of disconnections occurring during that month, and the number of reconnections of those disconnected for non-payment of a utility bill.

J. Jurisdiction for Exceptions. Upon just cause shown, and followed by a written request, the PUC may grant exceptions to these requirements to any ratepayer or to the Cooperative.

## **VIII. INSUFFICIENT FUNDS CHARGE: (Policy 12)**

The customer will be charged a fee of \$10.00 by the Cooperative for every dishonored check and/or failed Automatic Clearing House (ACH) payments submitted as payment on the customer's account(s), together with such charges, if any, made by the Cooperative's bank for the return of such dishonored check and failed ACH payment. A customer whose check is returned for insufficient funds or whose ACH payment has failed will be notified in writing that their check has been dishonored or the ACH payment has failed and the delinquent amount(s) must be paid within five (5) days or the customer will be subject to collection/disconnection procedures in accordance with this policy.

A customer whose check is returned for insufficient funds or whose ACH payment has failed a second time within a twelve (12) month period will be notified in writing that the Cooperative will only accept payment on the customer's account(s) in the form of a money order, cashier or other bank check, or cash for a period of one (1) year from the date of the second notice.

## **IX. GUIDELINES REGARDING RIGHT-OF-WAY EASEMENTS (Policy 80)**

Washington Electric Cooperative, Inc. recognizes that an essential element of making electric service available is the acquisition of right-of-way easements. The primary purpose of acquiring and managing these easements is to ensure the Cooperative's ability to locate and maintain electric power lines in order to maximize the quality, reliability and affordability of power to members. In locating new lines, the Cooperative shall endeavor to balance the member or landowner's concerns regarding potential environmental, aesthetic and economic impacts, with the cost of construction, operation and maintenance. The Cooperative may locate or relocate electric power lines and facilities adjacent to existing state or town highway corridors or private drives, as appropriate, in an effort to minimize costs of construction, operation, and maintenance, and to increase reliability. The Cooperative shall endeavor to obtain the necessary easements while accommodating the concerns of all parties directly involved, and shall strive to avoid the need to initiate condemnation or eminent domain proceedings in order to locate lines.

This policy establishes general guidelines for determining restrictions on location of rights-of-way, and under what conditions the Cooperative will relinquish part or all of existing right-of-way easements.

### **A. General Restrictions on Location**

Unless there is no other reasonable alternative to make electric service available, the Cooperative will attempt to avoid acquiring a right-of-way easement across property where one or more of the following situations apply:

1. Federal or state regulations prevent or otherwise restrict development (i.e. elevation restrictions, wetlands, state forest lands, etc.).
2. Town plans and zoning regulations discourage or forbid future development.
3. Existing warranty deeds forbid further development or specific land use which would require electrical service.

## B. Provisions for Relinquishing Existing Right-of-Way Easements

1. Changes Involving Blanket Easements: Early easements the Co-op calls “blanket easements” that encumber the entire property of a member will be limited to existing power lines only. Any changes to existing power line corridors involving blanket easements will require new surveyed right-of-way easements for the new portion of the corridor **and for any portion of the existing corridor** for which the Co-op wishes to retain its rights. In exchange for a new easement, the old blanket easement (including, but not limited to that portion which is abandoned or relocated) will be deeded back to the property owner.
2. Relocation Involving Surveyed Easements: When existing surveyed power line corridors are relocated, a new surveyed right-of-way easement will be obtained for the new portion of the corridor and any portion of the existing corridor which the Co-op wishes to retain its rights in exchange for a new easement, **without additional cost to the Co-op**, the Co-op will relinquish all rights in the old right-of-way, and the old easement will be deeded back to the property owner.
3. Other: Any request to quitclaim an existing right-of-way easement not associated with a line relocation must first be initiated by the specific member or property owner on whose property the easement exists.

The Cooperative may quitclaim part or all of an existing surveyed right-of-way easement if it is no longer needed or is no longer being utilized for electric service.

The General Manager shall designate two appropriate staff members who shall review each request to quitclaim a right-of-way easement and make the final determination regarding the request.

WEC believes that it is in the overall interests of our members that the Cooperative maintains the flexibility to properly address unforeseen situations. Therefore, WEC reserves the exclusive right to grant or deny a request for right-of-way easement quitclaim in accordance with this policy, or for any other reason which the Cooperative deems to be suitable justification, which is not contrary to other provisions in this policy.

## X. **REQUIREMENTS AND SPECIFICATIONS FOR ELECTRIC SERVICE EXTENSIONS AND RELOCATIONS** (Policy 32—July 31, 2008; Tariff 7986)

For purposes of this section, the term “customer” means “member” if that person is presently receiving electric service from the Cooperative. If the person is not yet receiving service, the term means “applicant” or “prospective member” as appropriate.

### A. Applicability

The requirements and specifications of this section apply to all single-phase and multi-phase electric service extensions and/or relocations.

Electric service extensions or relocations will be constructed upon completion of the Cost Estimate for Electric Service Extension or Relocation (Attachment D-1), the Agreement for

Energy Use Assessment Services (Attachment D-2), if applicable; the Application for Electric Service (Attachment A); any other required forms; acquisition of all required permits and right-of-way easements; and payment of all required fees and costs.

B. Line Assessment Charges

1. Electric Service Extensions: Customers who request line extensions shall be responsible for **all** costs of the line extension, including any utility tax liability from contributions-in-aid-of-construction (CIAOC). Charges for an electric service extension shall be based on the actual costs to the utility. A customer shall be charged average costs for those elements for which average costs are specified in Attachment D-1. The cost of designing, permitting, and constructing the electric service extension, less the overhead service drop or credit as defined in (4) below, shall be paid by the applicant requesting the electric service extension before the start of construction through a CIAOC charge.
2. Actual Cost: The amount charged for an electric service extension based on the actual costs incurred by the Cooperative for material, labor, overhead, acquisition and clearing of rights-of-way, permits, leases, legal fees, required federal, state and/or municipal studies, and **any** other costs actually incurred in the construction of the electric service extension. Payment for the estimated cost of a line extension must be made before construction commences. The balance of any remaining amount due, or refund, must be paid within thirty (30) days of completion of the line extension.
3. Average Cost: The amount charged for an electric service extension based on the average cost for each construction element as stated on Attachment D-1. Using the average cost methodology, each line extension customer will only be charged for the construction that is necessary to construct the line in accordance with National Electrical Safety Code (NESC) and with Rural Utilities Service (RUS) specifications and engineering standards. Payment in full under the average cost option shall be made prior to the commencement of construction. WEC shall construct the line at the stated cost, but reserves the right to charge the applicant for actual non-construction costs incurred in connection with the securing of any permits, leases or easements, and required federal, state and/or municipal studies, including legal fees. A rolling average per construction element calculation plus incremental cost increases for labor, material and overhead is used for determining average cost. The average costs are reviewed and approved by the Board of Directors periodically, and filed with the Vermont Public Utility Commission.
4. Overhead Service Drop or Credit: The Cooperative shall furnish up to 100 feet of 100-ampacity overhead service wire from the initial customer connection with the Cooperative's secondary facilities to the Delivery Point (an overhead service drop). The overhead service drop is a minimum-size overhead secondary electrical extension and will not include poles, primary wiring, right-of-way clearing or acquisition, trenching or backfilling, or any other one-time cost item required to serve a customer's facility. For underground electric service installations, the Cooperative shall provide a credit equal to the cost of the overhead service drop. The Cooperative currently provides this credit in the form of labor to install the conduit and wire up the pole, and make necessary connections to WEC's electric distribution system. If the cost of a line extension is less than the cost of the service drop(s), the amount of the service drop shall be the same as the cost of the extension.

5. Line Relocations: For all relocated distribution lines that provide a benefit to WEC, customers who request the relocation shall reimburse electric utilities for distribution line relocations through a CIAOC charge according to the following formula:

$$CP_{TAX\ ADJ.} = \text{New Line} + PV_{DEP} - SV_{EXISTING} - PV_{FUTURE}$$

Where:

$CP_{TAX\ ADJ.}$  = Customer Payment, adjusted for any utility tax liability

New Line = Total cost of relocating the line today

$PV_{DEP}$  = Present value of any unrealized depreciation expense associated with the existing line

$SV_{EXISTING}$  = Salvage value of existing line (including line removal costs)

$PV_{FUTURE}$  = Present value of the future replacement of the existing line, according to its original configuration

Payment for the estimated cost of a line relocation must be made before construction commences. The balance of any remaining amount due, or refund, must be paid within 30 days of completion of the line relocation.

6. Preliminary Engineering and Cost Estimate Fee

An applicant who desires electric service or requests a line relocation shall pay an engineering fee in accordance with Attachment D-3, which will authorize the Cooperative to perform preliminary engineering sufficient to develop a cost estimate of providing electric service. If, after WEC performs preliminary engineering services, the applicant decides to abandon the project, the engineering fee will be non-refundable. If no engineering services have been performed prior to cancellation of the project, the engineering fee will be refunded. If the applicant subsequently authorizes the Cooperative to construct an electric service extension or relocation, WEC may require a prepayment equal to ten percent of the preliminary estimated cost before any additional engineering services are provided. This fee and subsequent prepayment will be credited to the customer against the total cost of the new line extension or relocation.

7. Cost Recovery Period for CIAOC

Whenever more than one customer is connected to a customer-financed line extension, total CIAOC shall be computed to yield to the utility not more than the total cost of extending or expanding service to the new customer, less the service drop credit. Amounts to be collected from new customers connecting to customer-financed lines shall be computed as follows:

- a. For a period of five (5) years from the completion of construction of a line extension, reimbursement from the new line extension customers to those customers entitled to reimbursement shall be based upon an equal sharing of the full cost of construction of the subject line extension, adjusted to the percentage used of that line extension to the point of

connection.

- b. For a period of ten (10) years immediately following the initial five (5) year period discussed in (a) above, reimbursement to customers entitled to reimbursements shall be based upon an equal sharing of the full cost of construction of the subject line extension depreciated at a straight line rate to zero at the end of the ten (10) year period, also adjusted to the percentage of the line extension used to the point of connection.
  - c. For each new transaction (defined as one or more new connections at the same time and location) involving a line that is subject to CIAOC payments for new connections within the 15-year reimbursement period, an administrative fee of \$75.00 shall be retained by WEC from the total amount to be reimbursed to customers entitled to reimbursements. If the total amount of all reimbursements owed for each transaction is less than WEC's administrative fee, no reimbursements should be made.
  - d. All line extension reimbursements shall be paid by WEC to the current owners of the dwellings or structures served by line extensions that are subject to reimbursement payments for new connections, except that reimbursement payments shall be made to any customer who paid for or contributed to the costs of line extensions and who subsequently sold the dwellings or structures originally served prior to the effective date of the PUC's Order dated September 21, 1999, in Docket #5496.
  - e. Change in Presumption as to Reimbursements for CIAOC: The presumption regarding reimbursements for customer financed lines shall be changed if there is a grantee/grantor relationship between the person connecting to a customer financed line and the person who originally paid for the line to whom a reimbursement would otherwise have been due. In such cases, no reimbursement shall be collected from the connecting customer or paid by WEC to the grantor.
8. Interest on Customer Funds Held by WEC
- a. No interest shall be paid on an initial "engineering fee" required (see Section 6 above — Preliminary Engineering and Cost Estimate Fee).
  - b. No interest shall be paid on funds received in advance of line extension construction and used for the purpose of ordering long lead time specialty items necessary for the subject line extension.
  - c. With the exception of (a) and (b) above, interest shall be paid at the rate of 1% per month to line construction applicants on funds received in advance of construction (unless returned to the customer due to perceived delays). This interest shall be applicable sixty (60) days after the payment is received by WEC to the date the line extension construction or relocation commences. No interest shall be paid by WEC under this provision as a result of construction delays beyond the control of the Cooperative.
  - d. Interest to be paid on funds received more than sixty (60) days in advance of the commencement of the line extension construction may be waived by customers seeking priority status for construction at a specified time as agreed to by both the customer and the



Cooperative.

## 9. Construction Standards

Construction of all electric power lines shall be in compliance with the latest edition of the NESC and RUS specifications and engineering standards. Any electric power line that fails to meet NESC and RUS standards will not be physically or electrically connected to the Cooperative's electric power system.

- a. Installation of Conduit: WEC requires all underground primary line extensions to be installed in conduit. The additional cost for installation of this conduit shall be shared equally between the customer and the Cooperative. This charge applies to the cost of the conduit and installation only, and will not apply to the cost of trenching, preparing the trench, covering it with sand, backfilling, etc.

## 10. Considerations in the Design and Siting of Line Extensions

- a. In determining the appropriate design and siting (e.g., whether roadside or off-road and overhead or underground) of electric distribution line extensions and relocations of line extensions, WEC shall consider: maintenance and reliability; worker and public safety; aesthetics; cost; customer, landowner and municipal preference; and environmental and land use implications.
- b. When a customer requests an electric line extension, WEC shall inform the customer in writing of the customer and Cooperative rights, responsibilities and options for line extensions, including but not limited to: payment terms; easement and right-of-way information; CIAOC; basic information about design, siting and location, such as overhead or underground placement; and road-side or off-road siting; and how to contact the Vermont Department of Public Service Consumer Affairs Division by toll-free phone or in writing in the event of a dispute.

## 11. Permits

All required federal, state and local permits shall be obtained in the name of Washington Electric Cooperative. WEC shall inform the applicant in advance of any costs anticipated to be incurred in connection with the securing of any permits, leases or easements, and required federal, state and/or municipal studies, including, but not limited to permitting fees, consultant costs, and legal fees. If an applicant authorizes WEC to proceed with obtaining the required permits, the applicant shall be responsible for the full, actual costs incurred by the Cooperative for each permit, regardless of the estimate. If for any reason the Cooperative is unable to obtain required permits, leases, easements, studies, etc., in a timely manner, the Cooperative may assign the acquisition or application process to the applicant.

In accordance with the above, the balance of any remaining amount due, or refund, must be paid within thirty (30) days of a final permitting decision. The applicant shall be responsible for all costs associated with the permit application regardless of whether the permit(s) is granted, denied, or subject to acceptable or objectionable conditions.



The Cooperative reserves the right to prepare and file, on behalf of the person requesting an electric service extension or relocation, a “Minor Application” for an Act 250 Land Use Permit, if the Cooperative determines that the proposed project will not present any significant adverse impact under any Act 250 review process before a District Commission. The applicant shall be responsible for all costs incurred by the Cooperative to pursue the application, including but not limited to legal fees, and regardless of whether the application is treated as a minor.

## 12. Construction by Other Contractors

WEC permits customers to hire private contractors to construct line extensions. WEC requires that all such line extensions be planned and designed by WEC at the customer’s expense. The Cooperative shall monitor all line extension installations to ensure that construction is in conformance with NESC and RUS line construction standards. Any electric power line that fails to meet these standards and is not approved for acceptance by WEC, will not be physically or electrically connected to the Cooperative’s electric power system.

All costs for planning, designing and monitoring the line construction, and all other related services and/or material, as well as final inspection, shall be borne by the customer based on actual costs incurred by the Cooperative. Payment of the estimated cost to be incurred by the Cooperative must be made before construction commences. The balance of any remaining amount due must be paid in full within 30 days of completion of the line extension.

All perpetual right-of-way easements must be secured in the name of Washington Electric Cooperative (except in cases where the customer retains ownership of the line, Section 13 below), and must satisfy the Cooperative’s right-of-way easement requirements and be on a form supplied or approved by the Cooperative.

It is required that all right-of-way clearing and electric power line construction for attachment to the Cooperative's electric system shall be inspected and approved during the construction period by an employee or agent of the Cooperative who is familiar with specifications, techniques and requirements. The designated employee or agent assigned to perform the inspection will be assigned from commencement of the project to completion and acceptance, whenever possible.

Upon approval, the Cooperative shall make all electrical connections from the Cooperative’s electric system to the new electric power line extension. Once the new line is energized, WEC shall assume full ownership of the new line, which shall be treated as an integral part of WEC’s electric distribution system. No work will be performed on any Cooperative poles, equipment, structures, substations, etc., by persons other than the Cooperative’s employees or its designee.

## 13. Ownership of Facilities

As a general rule, WEC shall retain ownership for all primary lines connected to its electric distribution system. Residential customers shall not own primary lines (overhead or underground) that are installed after October 1, 2008. In cases where the Cooperative and customer agree that private ownership of a primary overhead or underground line is appropriate, the customer must petition the PUC for a waiver of this provision prohibiting ownership of overhead or underground lines. However, no such petition shall be required for a customer to extend or connect to a line already owned by that customer. If the PUC approves private ownership of an overhead or

underground line, those customers owning such lines must agree to abide by the following terms:

- a. Customers desiring to own their own line shall assume full ownership and responsibility for the entire facility, including all electrical equipment. In no case shall WEC assume ownership or liability for any portion of the private line.
- b. The customer may choose to have the line constructed by a private contractor in accordance with Section 12 above, or may hire the Cooperative to construct the line. If constructed by WEC, ownership of the line will be transferred to the customer at the time the new line extension is energized.
- c. Customers who own their line are encouraged to enter into a maintenance contract with the Cooperative, authorizing WEC personnel to maintain, repair, and replace defective equipment as necessary, including the re-clearing of the right-of-way.
- d. In the event of a power outage, repairs to facilities for the purpose of power restoration shall be as follows: First priority will be lines owned by WEC and privately-owned lines of those members who have maintenance contracts with WEC. Repairs to privately owned lines of those members who do not have a maintenance contract with WEC will be on a request only basis.
- e. As a service to customers of privately owned lines, WEC shall remain the contact entity for marking the line under the “Dig Safe” program. WEC reserves the right to bill the customer for actual costs incurred for this service.
- f. No work will be performed on any Cooperative poles, equipment, structures, substations, etc., by persons other than the Cooperative’s employees or its designee.
- g. At no time shall the Cooperative be responsible for such customer-owned line nor shall the Cooperative be liable for any claims by any persons relating in any way to the customer-owned line.

#### 14. Energy Use Assessment Fee for Residential New Construction (Attachment D-2)

Any applicant who desires residential electric service, as specified in the Cooperative’s New Construction Program (CNCP) as currently approved by the PUC, shall complete an agreement for energy use assessment services, hereinafter referred to in this section as “the agreement,” and pay a nonrefundable energy use assessment fee of three hundred dollars (\$300.00), hereinafter referred to in this section as “the fee” (except for waivers as provided below). The agreement will authorize the Cooperative to perform a site and building plan review, to provide technical consultation services designed to assist the applicant to meet the performance standards established for the CNCP, as provided state-wide through the Vermont Energy Star Homes (VESH) program. The Cooperative will provide all services required in the agreement at no additional charge to the applicant. If the applicant meets the performance requirements of the CNCP, the applicant shall be eligible for the current program performance incentive payment.

*Optional Compliance:* Upon completion of the agreement and payment of the fee, the applicant for electric service shall be under no further obligation to meet the performance requirements of

the CNCP. If the applicant chooses not to enroll and further participate in the CNCP, then the applicant shall not be eligible for the CNCP performance incentive payment. Under no circumstances shall any applicant for electric service be eligible for any refund of the fee, except when the entire membership application is withdrawn due to an applicant's decision not to proceed with construction.

*Waivers:* In the event the application for electric service has been made to provide electric service to a mobile home, a low-income applicant, or as otherwise provided in said program, the Cooperative will waive the energy use assessment fee provided for in this section.

#### 15. New Construction Program Performance Incentive

Any applicant for electric service whose building as constructed meets the performance standards established by the CNCP, as provided state-wide through the VESH program and as approved by the PUC shall be eligible for incentive payments then currently provided by the Cooperative which shall be paid immediately by the Cooperative upon certification of building performance, as specified in the agreement.

#### 16. Abandonment of Electric Service Extension or Relocation Projects

If the construction of an electric service extension or relocation does not commence within six (6) months following the date of a Cost Estimate for Electric Service Extension or Relocation (Attachment D-1), the project may be considered abandoned and the agreement expired, unless extended by the Cooperative for a period not to exceed two years. In the event the Cooperative extends the agreement due to delays in acquisition of federal, state or local permits or right-of-way easements, the applicant will be assessed the current construction charges in effect at the time of commencement of construction. If the project is abandoned and the agreement expires, the applicant must pay the Cooperative all amounts due for services previously rendered, or the Cooperative will refund the applicant any amount collected over and above expenses actually incurred through the date of abandonment.

#### 17. Information Regarding Line Extension Alternatives

Upon request, WEC shall provide relevant information in writing with respect to off-grid electric generation alternatives.

#### 18. Customer Information for Line Extensions

To explain utility line extension policies adequately to its customers, WEC shall develop a comprehensive information booklet or brochure for line extension customers that fully explains its line extension policies and their rationale. This booklet shall explain that WEC will, to the extent possible, try to accommodate individual customer line extension needs, but that no deviations will be granted that will result in significant additional maintenance problems for the utility, and additional costs resulting from the accommodation will be the responsibility of the customer.

#### 19. Effective Date

Applicants who have executed agreements prior to October 1, 2008, (the effective date of Section X. Requirements and Specifications for Electric Service Extensions and Relocations) shall continue to be billed and to be paid refunds, if any, in accordance with the terms of their agreements.

#### 20. Policy Distribution

The Cooperative shall provide a copy of Section X to each applicant who is required to pay an energy use assessment fee or a contribution-in-aid-of-construction charge.

#### 21. Record Keeping

The Cooperative shall keep a record of its costs resulting from electric service extensions for inspection by the PUC and shall file such information with the PUC as a part of each annual report.

#### 22. Public Utility Commission Ruling

When the application of Section IV appears impractical or unjust, and issues cannot be resolved between the applicant and the Cooperative, any party affected by such application may refer the matter to the PUC for a ruling or for the approval of special conditions. An appeal to the PUC does not release the applicant from payment obligations in accordance with Section X.

### **XI. SECONDARY UNDERGROUND ELECTRIC SERVICE ENTRANCE**

(Policy 39—April 28, 1993)

#### A. Compliance Standards:

1. The Cooperative will specify the location of all electric meters and attempt to accommodate the applicant's request whenever feasible. No electric meter installations shall be allowed on primary voltage poles unless authorized by the Cooperative.
2. All underground installations and facilities being attached to the Cooperative's electric system, including all necessary materials used, must be in compliance with the (NEC), the requirements of the Rural Utility Service (RUS), and the Cooperative's current specifications.
3. The Cooperative will only energize underground electric lines that are contained in the appropriate conduit and installed in accordance with Cooperative specifications. All underground electric lines and conduit must be in place and visible for examination by the Cooperative and the owner or owner's agent must certify that the installation complies with the latest edition of the NEC before the service is energized.

## B. Charges for Underground Electric Services

1. New Underground Electric Service: The applicant is responsible for all expenses incurred in providing a secondary underground electric service entrance from a Cooperative overhead pole or underground facility to their structure. This includes all material and labor beginning at the transformer secondary or weatherhead. The applicant shall own, maintain, and be solely responsible for such secondary underground electric service entrance. Installation and repair of the electric connection at the Cooperative's facility shall be done by Cooperative personnel at the owner's expense. The Cooperative shall provide a credit to the applicant equal to the cost of 100 feet of 100 amp size overhead service wire and associated materials (hereafter referred to as an overhead service drop credit). See Section X(B)(4) above.
2. Changes to Existing Electric Service (Overhead to Underground or Underground to Overhead): The cost of any relocation of an existing overhead electric service to an underground electric service facility or of existing underground electric service to an overhead facility shall be borne by the member/consumer. This includes, but is not limited to, the cost of removal of existing overhead or underground service and any additional material, labor or electrical apparatus required beginning at the transformer secondary or weatherhead. An overhead service drop credit shall not apply.

## **XII. ELECTRIC METERS AND METER READING (Policy 8)**

The Cooperative will furnish one or more meters at its option to measure the consumption of energy by the consumer.

- A. WEC shall own, maintain and ensure the safe operation of all electric meters which it installs on member/consumer premises. In order to do so, WEC has the authority to enter upon said premises for the purposes of reading, testing, maintaining, repairing, and replacing said meters. This authority applies to employees of WEC and to its independent contractors.
- B. The Cooperative will specify the location of all electric meter locations in accordance with the NEC, RUS, and WEC specifications. The Cooperative will attempt to accommodate the member/consumer's request for locating the electric meter whenever feasible.
- C. All electric meters must be located on the outside of a structure or on a pedestal and conveniently accessible for the purposes of reading, testing, and safety. The consumer shall keep the area free of obstacles and pets must be restrained. No new electric meter installations shall be allowed on primary voltage poles, unless authorized by WEC. The Cooperative will not install the electric meter on an inside location.
- D. Any electric meter that is enclosed must be relocated to the outside of the structure at the owner's expense. Any changes to the Cooperative's existing facilities that are required to accommodate the relocation of an electric meter will be made at the owner's expense. The new location of the electric meter will be specified by the Cooperative.

### **XIII. ENERGIZING MEMBER'S ELECTRIC CONNECTION (Policy 20)**

- A. Before electric service is made available to a member's house, barn, building, or other structure which is the property of the member, a release of liability to the Cooperative must first be signed by the owner. The form will be provided to the owner, contractor, or authorized agent by the Cooperative.
- B. Upon receipt of the properly completed form signed by the owner, and all other requirements and inspections having been met, electric service will be made available to the premises.
- C. All new entrances shall be installed in accordance with the latest version of the NESC approved by the State of Vermont Department of Labor and Industry and WEC's specifications.
- D. WEC reserves the right to discontinue electric service from, or decline to energize a service to, its electric distribution facilities if any part of the electrical installation:
  - 1. does not comply with the requirements of the latest version of the NESC;
  - 2. does not comply with the minimum electrical specifications of WEC;
  - 3. is deemed, in the opinion of a Cooperative representative, and/or the State of Vermont inspector to be an unsafe condition for the structure, equipment, occupants, or general public; or
  - 4. infringes on a right-of-way easement obtained by the Cooperative in which an existing plan for, or an electric distribution or transmission line has been constructed.

### **XIV. TEMPORARY CONNECTIONS (Policy 43)**

- A. A temporary connection shall be made for a period of no longer than six (6) months, for the purposes of construction, and NOT to permanently serve a residence, seasonal residence, commercial or industrial building, or other structure or site.
- B. Upon the applicant's completion of an Application for Electric Service, payment of the standard connection, temporary service and other applicable fees, obtaining any needed permits, and meeting other applicable requirements the Cooperative will install and connect its temporary electric service entrance with 30 amp capacity on its existing pole closest to the applicant's site. The Cooperative will remove the entrance when permanent service is connected, or after six months, whichever is sooner. Any temporary entrance furnished by the Cooperative will remain the property of the Cooperative.

Should the applicant require a temporary connection for a period longer than six months, the applicant shall notify the Cooperative, giving reasons for an extension. If the Cooperative agrees to an extension, the applicant will be required to pay an additional fee. However, such fee may be waived by the Cooperative due to extenuating circumstances, such as severe illness, fire, etc.

Should the applicant require a temporary connection of greater than 30 amperes capacity, the applicant shall furnish a temporary entrance constructed to Cooperative specifications. The



Cooperative will install, connect and remove this entrance.

- C. Fees for the following services will be determined periodically by the Cooperative: (a) providing, installing and removing the Cooperative's temporary entrance; (b) installing and removing the applicant's temporary entrance; and (c) use of a temporary electric connection after six months.

**XV. WORK ON PREMISES OF MEMBER/CONSUMER OR APPLICANT**

(Policy 18—September 30, 2009; Tariff 8112)

- A. All wiring installations and other equipment on a member/consumer premises not furnished by the Cooperative shall be installed at the expense of the consumer or applicant and maintained by same in accordance with RUS, NEC and NESC requirements.
- B. In cases where an employee of the Cooperative is on the member/consumer's premises on Cooperative business, it is permissible to make minor repairs without charge for labor, providing such work can be performed within 30 minutes.
- C. Any major work performed on member/consumer's premises which necessitates a special trip for the purpose shall be charged to the member/consumer on the basis of hours worked, including travel, plus overhead as a percent of labor computed and annualized (using 12 months sliding average) monthly, and plus materials at current charges.
- D. As an exception to the above, any control device, metering equipment, and/or other electrical apparatus which is owned by the Cooperative shall be installed, inspected, and repaired at no charge to the member/consumer.

**XVI. ON-SITE GENERATION USING STANDBY GENERATOR AND/OR ALTERNATE OR EMERGENCY SOURCES OF ELECTRIC POWER (Policy 37)**

General: This section sets forth the requirements and conditions for:

- Operating engine-driven backup emergency electric generators in an isolated manner, unconnected to the Co-op's distribution system, and the obligation of the Co-op member installing such a generator to notify the Cooperative of member-owned interconnected electric generation system;
- Member-owned generation interconnections under Vermont Public Utility Commission Rule 5.100 (Net Metering);
- Battery and inverter-based emergency "whole house" uninterruptible power system (UPS) interconnections.

A. Engine-Driven Backup Electric Generation

Member-owned backup engine-driven (direct-coupled or farm PTO-driven units) emergency generators are characterized as "rotating" generators, and act as voltage devices.

All such rotating electric generators used on member premises must be operated in an isolated

manner, separate from the Co-op's distribution system. When installed in parallel to the Co-op's system, a visible, lockable disconnection device meeting the requirements of the NEC must be installed.

During any period of backup generation use, the Co-op reserves the right to "lock out" the member's rotating electric generation connection to insure reliability and work safety considerations. "Lock out" shall mean the mechanical closure of the approved disconnect device by Co-op personnel. Such closure would remain until such time as the Co-op authorized re-energizing of the member's meter and service.

Failure of the member to comply with the NESC requirements and Co-op policy cited above shall be cause to immediately disconnect service to the premises.

The member or their agent shall give affirmative notice to the Co-op of such installations. Consumer/members are required to complete a "Notification of Installation of an Engine-Driven Backup Generation System" form for either direct-coupled or farm PTO-driven units. The notification form shall be delivered to the Co-op prior to energizing the alternative source(s) of power. The notification form shall include:

1. A short description of the system, including name-model data describing the lockable disconnection device or visible break disconnect switch.
2. A signed certification that the installed system meets the appropriate requirements of the NEC, UL rules, Vermont PUC rules, and Section XVI of this policy.

**B. Inverter-Based Electric Generation Under Net Metering (Inverter-based electric generation under Vermont PUC Rule 5.100)**

All member-owned electric generation equipment permitted under Rule 5.100 must conform to the current edition of the "Vermont Interconnection Safety and Technological Requirements" (Vermont Public Utility Commission, PUC) and shall have received a certificate of public good (CPG) awarded by PUC for the specific equipment and location.

A utility accessible, lockable, load-break rated, visible-break disconnect switch with safe working clearances, which shall conform to the current NEC is required.

**C. Emergency Battery and Inverter Backup Electric Storage System; "Uninterruptible Power Supply" (UPS) For Whole House "Critical" Or "Emergency" Electric Load**

Member-owned interconnected uninterruptible power supply (UPS) systems using an inverter must comply with these standards:

1. "Vermont Interconnection Safety and Technological Requirements," and
2. UL 1741, and
3. The current NESC.

**XVII. MISUSE OF CO-OP METERING DEVICE(S)/THEFT OF ELECTRIC SERVICE**



(Policy 45)

A. Tampering with electric meters or diverting electrical energy by any method or device are illegal acts, resulting in lost revenues and increased costs to all Cooperative members. These illegal actions are defined as follows:

1. Reporting. In order to deter electricity theft and/or utility property damage, all WEC employees alerted to possible incidents of meter tampering/electricity diversion must promptly report any evidence of such activity to a WEC Supervisor. The Supervisor shall promptly report the alleged evidence to the Director of Engineering & Operations (E & O), or his/her designee, who will coordinate all investigation activity.
2. Detection: In cases where a WEC employee detects a broken or cut meter seal or other evidence of possible meter tampering, they shall initiate a service order. The service order shall identify the member's name, map location number, meter number, and give a description of the evidence found and measures taken. In addition to initiating a service order, qualified employees shall remove and inspect the meter for signs of tampering or electricity diversion and then reinstall the meter and reseal the meter base. Whenever possible, employees shall first inform the consumer that electric service may be interrupted during the process of checking metering equipment.

WEC's Director of E & O or designee will subsequently notify the member/consumer by letter of (1) the circumstances found at the member/consumer's premises; (2) that the meter seal must not be cut without prior notification to WEC; and (3) the penalties under Vermont law for meter tampering. A copy of the letter and service order shall be placed in the member/consumer's file as a permanent record.

When there is obvious evidence of meter tampering/electricity diversion (i.e. upside down meter, jumpers in the meter base, taps installed ahead (on the line side) of the meter, etc.), the WEC employee shall immediately report their findings to their supervisor or the Director of E & O or designee, who shall proceed to investigate the incident in accordance with Section 3 below. Whenever practical, the employee shall remain on site until the WEC supervisor arrives. The supervisor should bring a camera in order to photograph evidence of meter tampering or electricity diversion, such as tampering devices or wires, etc., and bring a replacement meter. The supervisor shall inspect the circumstances of the alleged crime and document any observations of wrongdoing.

3. Investigation. Based on personal observation by the supervisor, if there is significant evidence that meter tampering/electricity diversion has occurred or is occurring, the Director of E & O or designee shall report this to an appropriate law enforcement official.
4. Disconnection of Service Due to Safety Hazard. The only time electric service may be disconnected for a violation under this policy is when the meter tampering/electricity diversion presents a safety hazard. After investigation efforts described in Section 3 are concluded, electric service shall be disconnected, and remain disconnected until the condition is made safe and is acceptable according to the requirements of WEC's wiring specifications and the National Electrical Safety Code. (Reference: XIII--Energizing Member's Electric Connection)

5. Prosecution and Recovery Under Vermont Law. Vermont law contains provisions which make it a crime to commit or cause to commit an act to steal electricity or damage a utility's property.
  - a. 13 VSA § 3782 provides essentially that anyone who steals electricity or willfully damages a machine, apparatus, or structure of an electric utility company can be imprisoned for up to two (2) years or fined up to \$300, or both.
  - b. 13 VSA § 3784 provides essentially that any person who maliciously opens, closes, breaks into or in any manner adjusts or interferes with an electric meter can be imprisoned for up to three (3) months and/or fined up to \$100.
  - c. 30 VSA § 2528 overlaps 13 VSA § 3782 somewhat, and contains a stiffer penalty for willful or intentional injury to certain utility property. This section makes it a felony, punishable by up to five (5) years in jail and/or fines of up to \$500, for willfully injuring "a wire, post, or other fixture" of an electric utility, interfering with the working of the same or assisting anyone else in injuring such property.

Vermont law, through 13 VSA § 3782, also expressly permits the utility to recover from the person found guilty of violating this statute the full cost of repairing damage to equipment and all other associated costs, including legal costs.

6. Employee Training. The Cooperative will arrange periodic training for all appropriate field personnel for the purpose of reviewing the requirements of this policy, including detection, reporting and gathering evidence of meter tampering/electricity diversion.

## **XVIII. CHARGES FOR DAMAGE TO WEC ELECTRIC FACILITIES OR UNNECESSARY TROUBLE CALLS (Policy 71)**

- A. Damage to Electric Facilities: Any person who or entity which damages WEC electric facilities may be charged for the repair or replacement of those facilities in the following manner:
  1. Charges for labor, overhead and materials will be based on actual costs incurred by WEC, except in cases where damage is restricted to the electric power line. In such cases, the line will be spliced and the damaging party will be charged on an average cost basis for labor and overhead according to the current loaded labor rate (rate to include benefits and other overheads).
  2. Payment for repair to WEC electric facilities is due and payable within thirty (30) days of invoice date.
  3. Nothing in this section shall be construed to limit the ability of the Cooperative to recover any other damages allowed by law.
- B. Unnecessary Trouble Calls: When a WEC crew responds to a trouble call from a member and finds that the problem exists within the member's electric system, they will (1) instruct the member as to the cause of the problem and on the proper operation of their electric system; or (2) take

whatever precautions are necessary, and which they are qualified and authorized to perform, to correct or stabilize any potential electrical hazard and advise the member to immediately seek further assistance from a qualified electrician. WEC may charge the member for such unnecessary trouble calls at the current loaded labor rate, in addition to the actual cost of necessary materials. No charge for unnecessary trouble calls will be imposed on initial trouble reports during working hours. All or part of the fee may be waived with the approval of WEC's general manager.

## **XIX. SERVICE GUARANTEES (Policy 83)**

A. Applicability: WEC shall offer the following service guarantees. These guarantees are available to all customers.

1. WEC shall provide a \$5.00 credit to any customer whose bill is not rendered within 7 (seven) days of the customer's scheduled billing cycle.
2. WEC shall provide a \$5.00 credit to any customer whose bill is determined to be inaccurate as a result of a customer complaint or if found inaccurate by WEC after the bill has been sent to the customer. An exclusion applies when an inaccuracy occurs in favor of the customer and WEC chooses not to collect.
3. WEC shall provide a \$5.00 credit when an appointment had been made for a line crew to do work at a customer's premise and the line crew does not show up within a two-hour window of the time the work was scheduled or by the end of the agreed upon day if no appointment time was scheduled.
4. WEC shall provide a \$5.00 credit to any customer whose meter work order is not completed within two (2) business days of the promised delivery date on the service order.
5. WEC shall provide a \$5.00 credit to any customer whose line work is not completed within five (5) business days of the promised delivery date when the customer has met his/her requirements and is ready for the line work. This credit is not eligible for any work that is compensated for under paragraph 3 and 4 above.

Service guarantees are not applicable in the event of weather-related delays, which is defined as heavy or continuous storms or excessively cold weather that would prevent a WEC employee from performing work in exposed out-of-door locations.

All credits owing to members resulting from a failure to meet the service guarantees described above will be provided automatically without need for the member to request credit. In the event a person due a credit no longer has an account with WEC at the time the Cooperative determines a credit is due, the Cooperative shall mail a check for the credit amount to the customer's last known address.

## **XX. POLE ATTACHMENTS (Policy 82)**

These pole attachment rates shall be applicable to the attachment of lines, wires, cables, or other facilities by an attaching entity seeking to attach to a pole owned by the Cooperative:

A. Rate 1: \$7.57 per foot of attachment

Applicability: This rate shall apply to all Attaching Entities that are not subject to Rate 2, and shall be calculated in the following manner:

1. Cable television operators, which do not provide local exchange telephone service, shall be presumed to occupy one (1) foot of pole space.
2. All other Attaching Entities, except incumbent local exchange carriers and electric utilities, shall be presumed to occupy two (2) feet of pole space, except those attaching entities for which the Cooperative has conducted a study of the space actually occupied by the attaching entity's attachments, in which case the per foot rate shall be applied to the space occupied by the attachment.

B. Rate 2: \$58.29 annual per pole rental, calculated as follows:

Calculation: \$7.57 per foot x 7.7 feet of occupied space

Applicability: This rate shall be the rate applicable to Fairpoint (or its successor) only, based on the following studies conducted by the Cooperative:

1. A study of the average pole space actually occupied by Fairpoint (or its successor) attachments on poles owned by the Cooperative, conducted in accordance with rule 3.706 (D)(1)(a), determined to average 7.7 feet. (Submitted with WEC Docket 6654.)
2. A study of the average pole height, conducted in accordance with Rule 3.706 (D)(2)(a), determined to be 38.5 feet. (Submitted with WEC Docket 6654.)

C. Billing Procedure: Attachment charges shall be billed in advance, on or about January 1 annually, and shall be payable within thirty (30) days of billing. The attachment charges shall be based on the number of poles for which permits have been issued to the attaching entity as of December 31 of the preceding year, and the number of months in the year the attachment existed. An attachment placed any day in a month shall be considered to have been in place the full month. A late payment fee shall accrue and be payable at the rate of 1¼% per month commencing thirty (30) days after the billing date.

D. Other Charges: The attaching entity shall be billed in advance for all charges associated with make-ready survey and make-ready work (see Section III. Definitions), based on an estimate of costs to be incurred by the Cooperative. The estimated cost of the make-ready survey shall be paid in advance of the Cooperative performing the make-ready survey. After completion of the make-ready survey, if the attaching entity authorizes the Cooperative to complete the make-ready work, all additional estimated costs shall be payable in advance. The costs of the make-ready survey shall be payable even if the entity decides not to go forward with construction of its attachments.

After completion of the make-ready work, the attaching entity shall pay the 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 prepayment not actually required.

- E. Terms & Conditions: Subject to the provisions of PUC Rule 3.700, as amended effective July 14, 2008, the terms and conditions contained in a Tariff for Cost, Maintenance, and Use of Poles which takes effect on or after September 1, 2008, shall apply to any attaching entity which has or makes attachments to poles owned by the Cooperative. (Submitted with WEC Docket #7987.)
- F. Tariff for Cost Maintenance and Use of Poles Attachment—See Attachment E
- G. Guidelines for Broadband Service Provider Antenna Systems Mounted on Distribution Poles & Attachment—See Attachment F

**XXI. STATEMENT OF GENERALLY AVAILABLE RATES, TERMS AND CONDITIONS (“SGAT”) PURSUANT TO 30 V.S.A. §8092 (Policy 88)**

This SGAT describes the terms and conditions for the installation and maintenance of communications facilities by communications service providers (CSP) on the transmission and generation facilities of WEC. Services available under WEC’s tariff developed pursuant to PUC Rule 3.700 regarding pole attachments shall be governed by that tariff. In the event of any conflict or inconsistency between this SGAT and the Rule 3.700 tariff, the PUC Rule shall control. Nothing in this SGAT is intended to address, or establish precedent regarding, attachments not within the scope of 30 V.S.A. § 8090 et seq.

A. General Provisions

1. This SGAT is applicable to CSPs seeking to attach or attaching communications facilities to WEC’s covered facilities as provided herein.
2. Subject to the provisions of this SGAT, WEC will issue to the CSP revocable, non-exclusive written authorizations for each attachment of the CSP’s communications facilities to the covered facilities. Such authorization shall include a list of the covered facilities included in the authorization and such other details as will enable the scope of the attachment to be defined with reasonable specificity.
3. No authorization or attachment pursuant thereto shall create any ownership or property rights in the covered facilities under any legal or equitable theory, nor shall such authorization or attachment be construed to compel WEC to construct, retain, extend, place or maintain, or refrain from removing or altering any facility not needed for WEC’s own service requirements.
4. WEC will provide all CSPs nondiscriminatory access to the covered facilities, subject to limits of physical availability or for reasons of safety, reliability, generally applicable and accepted engineering standards, or work practices of WEC.

B. Fees and Charges

1. The CSP shall pay an attachment fee for each attachment made to the covered facilities. The attachment fee for attachments made to transmission poles shall be set in conformity with XX.

- Pole Attachments. All other attachment fees shall be based upon the number of attachments for which authorizations have been issued. The attachment fee shall be just and reasonable, and may take into account such factors as the nature of the attachment, current market rates and lack of subsidization by electric ratepayers.
2. Charges for post-construction inspection, periodic inspection and subsequent inspections shall be reasonable and shall be billed to the CSP.
  3. For any bill rendered by WEC to the CSP hereunder, except where advance payment is required, full payment is due within thirty (30) days from the date of the bill. Any amounts previously billed but remaining unpaid thirty (30) days from any billing date shall be subject to a late payment charge of one percent (1%) per month thereof, such amounts to include any prior unpaid late payment charges.
  4. For any bill rendered by WEC to the CSP for advance payment of make-ready charges hereunder, full payment shall be made within thirty (30) days of the bill date. If full payment is not received within that time, WEC may place the application in an inactive file, and any application WEC receives shall take precedence over the applications in the inactive file. If the advance payment is not received within ninety (90) days of the application being placed in the inactive file, WEC may cancel CSP's application and require that the application process be recommenced should CSP wish to proceed.

#### C. Advance Payment

1. CSP shall make full payment of the applicable charge to WEC prior to any performance by WEC of any make-ready survey or make-ready work. Invoices for such make-ready work and make-ready surveys shall be based on a good faith and reasonably itemized estimate of charges by WEC. For any charges based on an estimate, CSP shall be credited for any amount paid in excess of WEC's estimated charges, or shall be billed for any amount in addition to WEC's estimated charges, within ninety (90) days of the completion of the work.
2. The costs of make-ready surveys shall be payable even if CSP decides not to go forward with construction of its attachments. If the application is cancelled prior to the make-ready survey being performed, the make-ready survey advance payment shall be refunded to the CSP, less actual expenses incurred by WEC prior to the withdrawal of the request for attachment.
3. If CSP elects to proceed following completion of the make-ready survey, CSP shall authorize WEC to perform make-ready work, and shall make all required advance payments for that work.

#### D. Specifications

1. WEC and CSP shall discuss and consider, on a case-by-case and good faith basis, whether CSP's proposed attachments should be installed by WEC or by qualified personnel retained by CSP. These discussions shall take into account such factors as the nature of the proposed attachment, the safety considerations and respective experience of each party relative to that attachment, and such other factors as may be appropriate. Regardless of who performs the



installation, all attachments shall be installed and maintained in a workmanlike manner and consistent with the latest editions of the NEC, the NESC, WEC's System Construction Standard and Specifications Manual, and the rules and regulations of the Occupational Safety and Health Act (OSHA), all other applicable regulations and codes, and the work practices of WEC. All work performed by CSP shall be subject to inspection and approval by WEC.

2. If any part of an attachment is not installed and maintained in accordance with paragraph 1 above, or is not an authorized attachment pursuant to this SGAT, WEC shall provide written notice to CSP of the non-compliant attachment(s). The notice shall include the location of the non-compliant attachment and the reason the attachment(s) is/are not compliant. CSP shall have sixty (60) days to bring the attachments into compliance or obtain authorization, unless WEC determines that the nature of the noncompliance or lack of authorization creates an emergency situation requiring immediate response. CSP shall provide written certification to WEC that the attachments have been brought into compliance as requested. If CSP has failed to bring the attachment(s) into compliance or received authorization for them after sixty (60) days from the notice, WEC shall have the right to remove the attachment(s) from any or all of WEC's facilities, or perform such other work and take such other action with the attachment(s) that WEC deems necessary or advisable to protect the safety of its personnel and/or ensure performance of its service obligations. CSP shall be responsible for all costs associated with such removal, and WEC shall have no liability for damage or injury to such facilities or interruption of the CSP's services but for damage or injury resulting from the gross negligence or willful misconduct of WEC. The Cooperative shall have the same rights of removal with respect to noncompliance by CSP with any part of this SGAT or authorization issued under it, including but not limited to nonpayment of fees and charges by CSP.

#### E. Legal Requirements

CSP shall be responsible for obtaining from the appropriate public and/or private authority any state, federal and/or local permits to construct, operate and/or maintain its attachments on the covered facilities. WEC shall cooperate in good faith to provide information needed by CSP in connection with such approvals. To the extent that WEC incurs costs, including legal fees, in connection with such approvals, CSP shall pay such costs.

#### F. Issuance of Authorizations

CSP shall complete an application provided by WEC for any CSP request to make an attachment to covered facilities. Should CSP seek multiple attachments, it shall inform WEC of any requested priority in the installation of those attachments. WEC will process all applications in a timely fashion, and work in good faith with CSP to discuss and resolve questions or issues arising from the application. In its application, CSP shall provide its engineering plan, specific information regarding the nature and location of the proposed attachment, and an identification and qualifications of any individual and/or entity that CSP may propose to have perform work on behalf of CSP in connection with the attachment.

#### G. Make-Ready Surveys and Work

1. The allowed time periods set forth herein apply unless otherwise agreed to by the various parties, and except for extraordinary circumstances and reasons beyond WEC's control.

2. Time periods for the completion of make-ready surveys or make-ready work on transmission facilities shall depend on the number of transmission poles or attachments, as a percentage of the number of transmission poles owned by the affected transmission pole owner(s). For the purpose of these calculations, jointly-owned transmission poles shall be deemed to be owned by each of the transmission pole owners.
3. The time period for completion of make-ready surveys on generation and transmission facilities will be negotiated with the CSP. The time period for make-ready surveys on transmission facilities will depend on the number of transmission poles or attachments involved; provided, however, that WEC shall make a diligent and good faith effort to complete the make-ready surveys within sixty (60) days on work fewer than .5% of WEC's transmission poles or attachments, within ninety (90) days on work fewer than 3% of WEC's transmission poles or attachments.
4. CSP shall complete any work undertaken by it within a reasonable time so as not to delay work being undertaken by or on behalf of other CSPs pursuant to this SGAT.
5. For purposes of Section G, a transmission pole that is subject to a joint use arrangement with WEC shall be treated the same as a transmission pole that is subject to a joint ownership arrangement with WEC. Except in connection with make-ready charges that may be due to WEC on account of an attachment by a CSP to a transmission pole subject to a joint use arrangement, nothing in the foregoing sentence shall impose any obligations upon the CSP in favor of a joint user except to the extent that such joint user is regarded as another CSP entitled to reimbursement for make-ready survey and make-ready work.

#### H. Inspections of CSP's Attachments

WEC may make post-construction inspections and periodic inspections of any part or all of the CSP's attachments at any time upon reasonable notice to CSP, and without such notice in emergency situations. CSP shall have the right to be present at all nonemergency inspections. WEC may correct any non-complying conditions at CSP's expense. WEC may impose a reasonable and nondiscriminatory charge for such inspections.

#### I. Liability and Damages

1. WEC reserves and fully retains to itself, its successors and assigns, the right to locate and maintain its covered facilities and all other plant and equipment, and to operate its facilities in conjunction therewith, in such a manner as will enable it to fulfill its own service requirements. WEC shall not be liable to CSP for any interruption of the CSP's service or for interference with the operation of its communications facilities arising in any manner, except from WEC's gross negligence. Both WEC and CSP shall take reasonable precaution to avoid damaging the property of the other, and shall make full and timely notification to the other should such damage occur.
2. In the event WEC is unable to transmit power from its electric generation facilities at Coventry, Vermont, or at the Wrightsville dam, due to the make-ready work or installation of the CSP's attachments, the CSP shall pay WEC for the cost of replacement power and renewable energy



credits that would have otherwise been generated or produced. Both WEC and the CSP shall use reasonable efforts to minimize or avoid such downtime.

3. Except as otherwise specified in this SGAT or to the extent as may be caused by the negligence of the party seeking indemnification, WEC and CSP shall each defend, indemnify and hold harmless the other against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorney 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 thing done upon the covered facilities, or other plant and equipment attached to 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 the covered facilities, other plant or equipment, 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 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 the covered facilities or other plant or equipment, 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 statement; (f) payments made under any worker's compensation law or under any plan for employees' disability and death benefits arising out of any use thereof 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 attachments by it or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to the covered facilities or other plant or equipment, of the party seeking indemnification provided that the indemnifying party shall defend, indemnify and hold harmless the party seeking indemnification against and from any and all 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 parties; or by (h) 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.
4. CSP shall indemnify, hold harmless and defend WEC from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the CSP'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 CSP's attachments in combination with any property of WEC.

#### J. Insurance

CSP shall be subject to the insurance requirements in effect pursuant to Attachment E in effect at the time of CSP's application pursuant to this SGAT.

#### K. Assignment of Rights

Rights conferred pursuant to this SGAT and authorizations issued under it shall not be assignable or transferrable in any fashion by CSP absent express written consent of WEC.

L. Failure to Enforce

Failure of WEC to enforce or insist upon compliance with any of the terms or conditions of this SGAT or any authorization issued hereunder, or to give notice or declare any authorization granted hereunder terminated, shall not constitute waiver or relinquishment of the right to enforce any term or condition of this SGAT or such authorization.

M. Installation of Power Supply

In the process of providing or upgrading service, it may be necessary for a CSP to place power supplies requiring preapproval of placement and electric service for operation. Any requests for power supply from CSP shall be processed in timely fashion through the application process as established in this SGAT. Nothing in this SGAT is intended to supersede WEC's line extension tariff as in effect in accordance with PUC Rule 5.600, and that tariff shall control in the event of any conflict between its provisions and those of this SGAT.

N. Default

1. If the attaching entity shall fail to comply with any of the terms or conditions of this SGAT or default in any of its obligations under this SGAT, or if the CSP's attachments are maintained or used in violation of any law and the CSP shall fail within sixty (60) days after written notice from the owner to correct such default or noncompliance, WEC may terminate the authorizations covering the poles as to which such default or noncompliance shall have occurred.
2. If an insurance carrier at any time notifies WEC that the policy or policies of insurance required under Section J above will be cancelled or changed so that the requirements of that section will no longer be satisfied, then any authorization issued under this SGAT to the CSP shall immediately terminate unless prior to the effective date of such cancellation or change the CSP shall furnish to WEC certificates of insurance including insurance coverage in accordance with these provisions.
3. In the event of termination of any authorization granted under this SGAT to the CSP, the CSP shall remove its attachments within six (6) months from the date of termination, unless provided for sooner in this SGAT. If the CSP does not remove its attachments within the said six (6) month time period specified in this SGAT, WEC shall have the right to remove them at the CSP's expense and without any liability to the CSP. The CSP shall be liable for and pay all fees pursuant to the terms of this SGAT to WEC until such attachments are removed.

O. Amendment

This SGAT may be amended upon forty-five days' written notice by WEC, subject to the terms of 30 V.S.A. § 8092.

This page intentionally left blank.

**Attachment A**  
**WASHINGTON ELECTRIC COOPERATIVE, INC.**

**MEMBERSHIP APPLICATION**

Policy Bulletin No. 32

**APPLICATION FOR ELECTRIC SERVICE**

(Revised June, 2013)

---

*Washington Electric Cooperative, Inc.*  
*PO Box 8                      East Montpelier, VT 05651-0008*  
*802-223-5245                      1-800-932-5245                      FAX 802-223-6780*

---

The undersigned (hereinafter called the "Applicant") applies for an electric service connection and membership, and agrees to purchase electric energy from Washington Electric Cooperative, Inc. (hereinafter called the "Cooperative") upon the following terms and conditions:

1. The Applicant shall pay to the Cooperative the sum of \$20.00, which shall constitute the Applicant's membership, connection and/or transfer fee, and entitle the Applicant to one electric service connection. Applicant agrees that no more than one residential/commercial/industrial unit shall be served through such electric connection without prior written consent of the Cooperative.
2. Purchase of Electric Energy. Each applicant shall, as soon as electric energy shall be available, purchase from the Cooperative all electric energy which is purchased for use on the premises specified in their application for membership. The consumer/member shall pay the Cooperative the appropriate rates charged to consumer/members, including minimum charges, as approved by the State of Vermont Public Service Board. The Board of Directors may limit the amount of electric energy which the Cooperative shall be required to furnish to any one member. Nothing herein contained shall bar a member from maintaining and using a standby electric generating system on their own premises for their own use. The use of alternative sources of electric energy is encouraged, however, all systems must be installed in accordance with Policy Bulletin No. 37 General Terms & Conditions: Section XVI—On-Site Generation Using Standby Generator and/or Alternate or Emergency Sources of Electric Power. The Cooperative encourages cost-effective energy usage by its members/consumers. To this end, the Cooperative provides various energy efficiency services and recommends that both new and current members/consumers contact WEC's Director of Products and Services and/or Efficiency Vermont for information about these services.
3. The Applicant shall cause the occupied premises to be wired in accordance with the National Electric Code, specifications approved by the Cooperative, and all applicable building codes. The Cooperative will specify the location of all electric meters and will attempt to accommodate the applicant's request whenever feasible. All electric meters must be located outside and conveniently accessible at all times. The costs to relocate meters that are inaccessible must be borne by the member or property owner.
4. If applicable, the Applicant agrees to pay an energy use assessment fee as defined and described in Policy Bulletin No. 32 Terms & Conditions: Section IV—Requirements and Specifications for Electric Service Extensions and Relocations, and engineering fees for a preliminary cost estimate of providing electric service to the property, as well as electric line extension or relocation charges, in accordance with the Cooperative's current approved tariff.
5. The Applicant agrees not to place or permit the placement of any building, other structure, trees or shrubs within the Cooperative's right-of-way, or change the grade, fill or excavate within said right-of-way, if in the judgment of the Cooperative, such activity might interfere with the proper operation and maintenance of its electric lines or cables. By way of illustration, but not limited to, the following uses are specifically prohibited: swimming pools, tennis courts, satellite dishes, or storage of any materials or equipment.
6. The Applicant agrees to comply with and be bound by the provisions of the Cooperative's Articles of Incorporation, the Articles of Conversion and Bylaws, and any amendments thereto made, and such rules and regulations as may from time to time be adopted by the Board of Directors. A copy of the Bylaws is available on request.
7. The Applicant, in paying a membership, connection or transfer fee assumes no liability or responsibility for any debt or liabilities of the Cooperative, and it is understood that their private property is legally exempt from lien execution for any such debts or liabilities.

8. The Applicant agrees to provide the Cooperative with a beginning meter reading upon connection or transfer of service, and a final meter reading upon termination of service. If the Applicant fails to submit the required meter readings in a timely manner, and it becomes necessary for a representative of the Cooperative to obtain the reading, the Applicant will be charged \$20.00 for the meter reading service.

9. This application shall constitute an agreement between the Applicant and Cooperative, and the contract for electric service shall continue in effect from the date electric service is made available by the Cooperative to the Applicant, and thereafter until canceled by verbal or written notice given by either party to the other. Benefits of membership include entitlement to capital credits and the right to vote on matters presented at regular and special membership meetings.

10. If the Cooperative finds it is unable to furnish electric service to the Applicant, before or within a reasonable time following the acceptance of this application by the Board, the membership, connection and/or transfer fee paid will be returned to the Applicant whereupon this agreement shall be void and neither party shall have any further liability hereunder.

11. The Applicant hereby authorizes the Cooperative to charge interest, reasonable costs of collection (25% of the debt if referred to collection agency), and attorney's fees on any amount not paid within 30 days of final billing. The Applicant also specifically authorizes and consents to the placement of a lien on the real estate described in the application if the applicant fails to pay all amounts owed the Cooperative when the same shall become due after the member ceases to purchase electric energy. (Not applicable to non-owners/tenants). The Cooperative shall provide notice to Applicant of the placement of the lien at the time the lien is recorded.

NAME (Please print) \_\_\_\_\_ HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ / \_\_\_\_\_  
 Membership Applicant Social Security No.

MAILING ADDRESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

Owner / / Non-Owner/Tenant / /	Amount Due	Date Paid
Membership/Connection/Transfer Fee	\$ _____	_____
Fee for Multiple Connections	\$ _____	_____
Deposit on Energy (Policy Bulletin (PB) #9)	\$ _____	_____
Energy Use Assessment Fee (PB #32)	\$ _____	_____
Temporary Entrance Service Fee (PB #43)	\$ _____	_____
Engineering Fee (PB #32), W.O. # _____	\$ _____	_____
Line Construction Charges (PB #32)	\$ _____	_____

**APPLICATION FOR BUDGET BILLING PLAN**

*\*\*\*\*\*Return of this signed form is required for enrollment in the budget billing plan\*\*\*\*\**

Name  
Address

Account #  
Map #

The undersigned hereby requests enrollment in the Cooperative’s monthly budget billing plan. Based on calculations of the total energy use for the past 12 months at this service point, adjusted for any known additional charges or credits, and changes in rates and energy consumption, your initial monthly budget payment will be \$\_\_\_\_\_.

Approximately every three months, this budget payment amount will be reviewed and compared to actual energy consumption during that period, and if necessary, the monthly budget payment will be increased or decreased to minimize any underpayment or overpayment by you. Your budget billing account will be reconciled and any credit remaining after the reconciled billing may be applied to your budget payment schedule for the ensuing year, or if the credit balance exceeds \$50, it will be refunded to you, upon written or verbal request to the Cooperative’s Billing Department. Any deficit or balance due after the reconciliation may be processed by either of the following methods, at the member’s option: (1) applied to the budget plan for the ensuing year, which will result in an increase in the monthly budget payment; or (2) if the balance due exceeds \$50.00, it may be paid in 12 equal monthly installments during the ensuing 12 months, or over a lesser time period, by entering into a separate repayment agreement with the Cooperative’s Billing Department.

You may terminate this budget billing plan upon 30 days advance notice to the Cooperative’s Billing Department.

By signing below, you agree to the terms and conditions of the budget billing plan specified above.

\_\_\_\_\_  
Member(s) Signature(s)

DATE: \_\_\_\_\_

**NOTICE:**

1. If at any time you feel the budget payment needs to be adjusted because of a change in your energy use or other circumstances that may affect your yearly average, please contact the Billing Department at Washington Electric Cooperative, P. O. Box 8, East Montpelier, Vermont 05651, or call (802) 223-5245 or toll free from within Vermont 1-800-932-5245.

If there are any disputed terms or conditions relating to the budget billing plan that cannot be resolved through contact with the Cooperative, you have the right to contact the Consumer Affairs Division of the Department of Public Service at 112 State Street, Montpelier, Vermont 05620, or call 828-2332, or toll free 1-800-622-4496. TDD-TTY call 1-800-734-8390.

***Washington Electric Cooperative, Inc., P. O. Box 8, E. Montpelier, VT 05651  
(802) 223-5245 Or Toll Free 1-800-932-5245***

Intentionally left blank.



## WASHINGTON ELECTRIC COOPERATIVE, INC.

## POLICY BULLETIN NO. 38

**SUBJECT:** COMMERCIAL and COMMERCIAL SEASONAL RATE  
Classes #3 and #9

**POLICY:** This rate is available for single or three-phase service at secondary voltage for commercial establishments using less than 7,200 kWh per month. Seasonal Commercial customers are served under this rate according to the provisions applicable to Seasonal Commercial customers. The term Seasonal Commercial as used herein means those establishments that operate less than six (6) months per year, or establishments that are located in remote areas and the meters are not readily accessible to meter readers. Seasonal commercial meters are read in April and October, and billed semi-annually in May and November.

**MONTHLY RATE:** The sum of the following:

**COMMERCIAL**

Customer charge/month	\$12.19
All kWh/month	\$0.17897

**SEASONAL COMMERCIAL**

6 Months Prepayment of Monthly Customer Charge	
\$12.19/month for 6 months	\$73.14

All kWh/month	\$0.17897
---------------	-----------

**BILLING PROCEDURE:** The Commercial Rate is net, billed monthly and payable within thirty (30) days of the billing. The Seasonal Commercial Rate is net, billed semi-annually (May and November) and payable within thirty (30) days of the billing. For new seasonal commercial customers, the initial customer charge will be prorated from either the preceding May or November.

**TERMS AND CONDITIONS** Subject to the provisions of the Section XI--Billing Period & Payment Procedures for Electric Consumption and Section XIII--Collection of Delinquent Accounts Cooperative Policies #3 (Billing Period) and #12 (Collection of Delinquent Accounts), except that all costs of collection, including reasonable fees of attorneys and agents, will be charged to the ratepayer. Such other terms and conditions of the Co-op as may be in effect from time to time, where not inconsistent with provisions of this tariff, shall apply.

**MINIMUM CHARGE:** Monthly minimum charge is the basic customer charge.

**EFFECTIVE:** Effective on a service-rendered basis, commencing August 1, 2014.

Intentionally left blank.

WASHINGTON ELECTRIC COOPERATIVE, INC.

POLICY BULLETIN NO. 38

SUBJECT: LARGE POWER RATE, Class #8

POLICY: This rate is available for single or three phase service at secondary voltage for all business establishments, including farms, whose consumption is greater than 7200 kWh for four (4) consecutive months within any calendar year, and whose measured peak demand is 30 kW or more during any 12 month period. Available to consumers requiring three-phase 60 cycle primary or secondary service.

MONTHLY RATE: The sum of the following:

Customer charge/month	\$20.81
KW of demand/month	\$13.46
All KWH/month	\$ 0.09502

BILLING PROCEDURE: Determination of Billing Demand: The billing demand shall be the maximum kilowatt demand established by the consumer for any hourly period during the month for which the bill is rendered, or ninety percent (90%) of the highest actual demand occurring during the previous applicable winter months (November-April), as indicated or recorded by a demand meter and adjusted for power factor as provided below.

If at any time a member receiving service under this Large Power tariff has measured energy usage billed monthly which does not meet the 7200 kWh/month threshold and the measured maximum peak demand is 30 kW or less during the same 12 consecutive month period, the member may request, or the Co-op at its option with notice to the member may initiate, a change from this tariff to the current Rate 3, Commercial, energy-only tariff.

Power Factor Adjustment: The consumer agrees to maintain unity power factor as nearly as practicable. Demand charges will be adjusted at the Co-op's option for member/consumers with 50 KW or more of measured demand to correct for average power factors lower than 90%. Such adjustments will be made by increasing the measured demand 1% for each 1% by which the average power is less than 90% lagging.

When a member billed under this tariff has incurred a measured power factor of 90% or less, the Co-op may, at its discretion and with notice to the member, require the member to install at the member's expense on the member's side of the Co-op billing meter sufficient capacitance to cause the power factor to achieve a unit power factor.

The above rate is net, billed monthly, and payable within thirty (30) days of the billing date.

TERMS AND  
CONDITIONS:

Electric Service Provisions:

Delivery Point: Electric service is furnished at secondary voltage; the delivery point shall be metering point located on the member/consumer's premises. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.

Subject to the provisions of Cooperative Policies #3 (Billing Period) and #12 (Collection of Delinquent Accounts) Section XI--Billing Period & Payment Procedures for Electric Consumption and Section XIII--Collection of Delinquent Accounts Cooperative Policies #3 (Billing Period) and #12 (Collection of Delinquent Accounts),, except that all costs of collection, including reasonable fees of attorneys and agents, shall be charged to the member/consumer. Such other terms and conditions of the Co-op as may be in effect from time to time, where not inconsistent with provisions of this tariff, shall apply.

MINIMUM CHARGE:

Monthly minimum charge is the basic customer charge.

EFFECTIVE:

Effective on a service-rendered basis, commencing August 1, 2014



**WASHINGTON ELECTRIC COOPERATIVE, INC.**  
**NET METERING TARIFF**  
**POLICY BULLETIN NO. 38 NM**

**A. Application.**

The following tariff shall apply to members who: (1) take service under a rate within this electric service tariff, (2) have received approval pursuant to 30 V.S.A. § 248 from the Vermont Public Utility Commission (“PUC”) for an individual net metered system or a group net metered system as defined below, and (3) employ an eligible system (defined below in sections C(1) and D(1)) to generate electricity primarily for their own use and which from time to time generates electricity in excess of the member’s then current needs and is connected to deliver such excess electricity to the Washington Electric Cooperative, Inc.’s (“WEC” or “Co-op”) distribution system. Members must conform to all applicable requirements of 30 V.S.A. § 248 and to Vermont PUC Orders, Rules, Regulations, electrical safety, power quality, current WEC bylaws and membership application provisions, and interconnection requirements pertaining to self-generation of energy for net metering. This tariff provision shall not supersede any terms and conditions of any other tariff provision under which the member takes service from WEC, which other terms and conditions shall continue to apply. In the event of changes to Vermont PUC Orders and/or Rules that pertain to net metering, the terms of this tariff are subject to amendment and/or revision.

A net metering system or facility installed after January 1, 2017 as referenced herein shall include any new construction and/or commissioning of a net metering system that requires a Certificate of Public Good from the PUC or any Major Amendment to a Pre-Existing System as defined under Vt. PUC Rule 5.100 *et seq.*

**B. Certificate of Public Good and Energy Efficiency Audit.**

Any member seeking to take service in accordance with this tariff provision shall be required to submit written application for a certificate of public good under 30 V.S.A. § 248 to the PUC on forms specified by the PUC, follow all procedures specified in those forms and PUC Rule 5.100 *et seq.*, and obtain such a certificate from the PUC before connecting any eligible system to WEC’s distribution system or any portion of the member’s own electric system that is itself connected to WEC’s electric distribution system.

A certificate of public good for a net metering system is automatically transferred when the property with the net metering system is sold or otherwise conveyed. The new owner may commence net metering provided that the new owner: (1) agrees to operate and maintain the net metering system according to the terms and conditions of the certificate of public good and in compliance with PUC Rule 5.100 and; (2) files a transfer form provided by the PUC with the Co-op and the PUC. Any monetized credits remaining on the previous owner’s account shall not be transferred to the new owner.

An energy efficiency audit will be required and applies to members who install net metering systems (both individual and any member participating in a group net metering system) after January 1, 2017. Any residential member seeking to take new service in accordance with this tariff, with historic energy consumption of 750 kWh or more per month that is based upon the past two years average kWh consumption, or any commercial or industrial member regardless of average use shall be required to obtain an energy efficiency audit prior to submitting an application to the PUC as set forth above.<sup>1</sup> The energy efficiency audit may be provided by Efficiency Vermont or any other vendor/contractor approved by WEC. The energy efficiency audit must provide a summary of energy efficiency options, savings, and recommendations. The member, at its discretion, shall decide whether or not to implement the recommendations of the energy efficiency audit. However, this requirement for an energy efficiency audit shall be waived by WEC in the event the member can demonstrate that its home and/or building that is taking service under this tariff received a 5-Star energy efficiency rating or equivalent rating or conducted an energy efficiency audit accepted by WEC in the past ten years. In the event WEC approves an audit from someone other than Efficiency Vermont or consents to a waiver of the efficiency audit upon satisfaction of the criteria set forth above, WEC shall provide such approval or waiver in writing. The member shall provide such written approval, waiver, or evidence of the completed Efficiency Vermont audit in its application for a Certificate of Public Good prior to the installation of the net metering system.

### **C. Individual Net Metering System.**

1) **Definition.** An eligible individual net metering system is defined as a facility for generation of electricity that is no more than 500 kW capacity rated as Alternating Current (AC) at the point of interconnect to the WEC distribution system; that obtains a certificate of public good<sup>2</sup> and conforms to PUC Rule 5.100 *et seq.*, or any other net metering system installed and approved by the PUC prior to January 1, 2017; operates in parallel with facilities of WEC's distribution system; is intended primarily to offset part or all of the member's own electricity requirements; is located on the member's premise and employs a renewable energy source using a technology that relies on a resource that is being consumed at a harvest rate at or below its natural regeneration rate pursuant to 30 V.S.A. § 8002(17) or is a qualified micro-combined heat and power system with a capacity up to 20 kW (AC) that meets the definition of a combined heat and power facility under 30 V.S.A. § 8015(b)(2) (hereinafter referred to as "eligible system" or "facility"). The member shall be responsible for the maintenance, safety, interconnection requirements, and condition of the eligible system.

**2(a) Energy Measurement for Net Metering Facilities Installed Prior To July 7, 2014.** The Co-op shall measure the net electricity produced or consumed during each billing period. A digital utility meter with bi-directional functionality, owned by the Co-op and appropriate for the member's rate class will be provided. Such meter will measure both the kWh produced by the member's eligible system, as well as the net consumption of energy supplied by the Co-op. For members who desire a second meter for their own information, the Co-op shall supply an appropriate additional meter and

---

<sup>1</sup>. In the event that a new residential member seeking to take service under this tariff does not have two years of prior usage history, and the new member is not otherwise required to complete an Efficiency Audit under WEC's line extension tariff, prior usage shall be determined by reviewing prior historic usage of the member of a minimum of two months or the historic usage of the preexisting property owner.

<sup>2</sup>. When the term "Certificate of Public Good ("CPG") is used herein, the reference shall include the registration form and process required of Category 1 systems of up to 15 kW.



the Member shall pay for the equipment and installation at the cost set in ¶ D.7. The meter shall be installed in accordance with the Co-op's standards - and shall be the property of the Co-op. Such additional meter shall be accessible to the Co-op at all reasonable times, and shall not be removed or otherwise disturbed by the member without advance written notice to and permission from the Co-op. Such additional meter shall be located in reasonable proximity to the existing meter and subject to testing by the Co-op at any time at the Co-op's own expense upon reasonable advance written notice to the member.

**2(b) Energy Measurement for Net Metering Facilities Installed After July 7, 2014.** The facility shall be interconnected directly to the Co-op's grid with a separate, second production meter. The Co-op shall measure and calculate both the gross amount of electricity produced from the facility and the gross electricity consumed from WEC by the member during the billing period. There will be two meters, both shall be owned by WEC. The first meter will be a digital utility meter, installed and paid for by WEC. This meter shall be used to measure and calculate gross energy consumed by the member. The second meter, supplied by WEC, shall measure and allow WEC to calculate total or gross production from the facility. The member shall pay for the second meter including the equipment and installation at the cost set in ¶ D.7. Both meters shall be installed in accordance with the Coop's standards. Both meters shall be accessible to the Coop at all reasonable times, and shall not be removed or otherwise disturbed without advance written notice to and permission from the Coop.

**3(a) Billing for Net Metering Facilities Pre-existing January 1, 2017.** If, at the end of a billing period, the electricity generated and fed back to the distribution system by the member exceeds the electricity supplied by the Co-op, then the Co-op shall calculate a monetary credit to the member as follows:

- (i) For a period of ten years from the commissioning of the net metering facility, by multiplying the excess kWh generated during the billing period by the Co-op's highest residential block rate.
- (ii) At the end of the 10-year period, for an additional 10 years, members using pre-existing net metering systems shall be credited for excess generation at the Co-op's blended residential rate as defined by the PUC Rule 5.100. Until such time as the PUC's net-metering regulations change, pre-existing systems still operating beyond 20 years will be credited at the blended residential rate.

The Co-op shall apply the monetized credit to any remaining charges on the member's current electric bill for that period, provided the pre-existing net metering system is within ten years of its initial commissioning. After ten years from initial commissioning, monetized credits shall not be applied to non-bypassable charges as defined in PUC Rule 5.100 *et seq.* If application to such charges does not use the entire balance of the credit, the remaining balance of the credit shall appear on the member's bill. When the net metering system is served via a time-of-use rate class and more generation is produced within a time period than was consumed in that time period, then the excess kWh generation shall be used to offset any net kWh consumption in any other time period within the billing period prior to the monetization calculation. However, if a time of use member who has a qualifying net generating facility interconnected directly to WEC, whose generation does not offset consumption and is measured through a separate meter, where its primary purpose is to measure the energy generated by the system, then the member's bill credits shall apply to all kWh generated by the net metering system and shall be calculated at WEC's highest residential block retail rate.

**3(b) Billing for Net Metering Facilities with a completed CPG application filed with the PUC after January 1, 2017.** At the end of a billing period, WEC shall measure and calculate the gross generation consumed and the gross generation produced. If measurement and calculation of gross generation consumed is greater than the gross generation produced, the member shall be billed, based upon their respective customer class tariff for the net consumed, less any monetized credits accumulated in the preceding 12 months other than non-bypassable charges. In addition, the following monetized credits and charges shall be computed to the member's account on a monthly basis:

(i) If at the end of a billing period, the gross electricity generated and fed back to the distribution system by the member exceeds the gross electricity consumed by the member, then the Co-op shall calculate a monetary credit by multiplying the excess kWh generation times the blended residential rate as defined in PUC Rule 5.100 *et seq.* or applicable PUC Orders.

(ii) For the first 10 years after the net metering system is commissioned, any positive Siting or REC adjustor set forth in the net metering facility's CPG is multiplied by the kWh for the respective billing period for gross generation and applied to the bill as a credit.

(iii) Any negative Siting or REC adjustor set forth in the net metering facility's CPG is multiplied by the kWh for the respective billing period for gross generation and applied to the bill as an additional charge and will be applied in perpetuity.

These credits shall be applied as set forth in subsection (5) below.

**4 5.132 charges** (meter reading, accounting, account correction, account maintenance, and meter cost).

WEC shall bill the following service fees and charges:

- (a) Account set up fee for individual accounts: \$33.00.
- (b) Monthly account maintenance fee: \$2.85 per month.
- (c) Production/Time-of-Use Meter/per meter cost: \$243.70.

**5 Accumulated Credits.** Any accumulated monetary credits shall be used by the member within twelve months or shall revert to the Co-op without any compensation to the individual net metering system member. Monetized credits shall not be applied to past due balances prior to the commissioning of the net metering system. Accumulation of monetary credits shall not result in any financial payments to the member. The Co-op shall apply monetized credits from previous billing periods using credits that are scheduled to expire soonest first.

(a) For net metering members who had a completed CPG application filed with the PUC after January 1, 2017, the credit shall be applied to all charges on a member's electricity bill other than non-bypassable charges as defined in PUC Rule 5.100 *et seq.* or applicable PUC Orders.

(b) For net metering members who had a completed CPG application filed with the PUC prior to January 1, 2017 and for a period of 10 years following the commissioning of the net metering system, the credit shall be applied to all charges on the member's electric bill. For

the period following ten years from the commissioning of the net metering system, the credits shall be applied to all charges on the member's electric bill, not otherwise consisting of non-passable charges as defined in PUC Rule 5.100 *et seq.* or applicable PUC Orders.

#### **D. Group Net Metering System.**

**1 Definition.** An eligible group net metering system is defined as a group of members, or a single member with multiple electric meters, all located within the Co-op's service territory, where the members have elected to share energy and monetized excess generation credits created by a net metered system defined as a facility for generation of electricity that is no more than 500 kW AC capacity; that obtains a certificate of public good and conforms to PUC Rule 5.100 *et seq.*, or any other group net metering system installed and approved by the PUC prior to January 1, 2017; operates in parallel with facilities of the Co-op's distribution system; is intended primarily to offset part or all of the group net metering system member's own electricity requirements; and employs a renewable energy source produced using a technology that relies on a resource that is being consumed at a harvest rate at or below its natural regeneration rate pursuant to 30 V.S.A. § 8002(17) or is a qualified micro-combined heat and power system with a capacity up to 20 kW that meets the definition of a combined heat and power facility under 30 V.S.A. § 8015(b)(2). Unmetered municipal street lighting accounts are not eligible to be members of a group. An account cannot be a member of more than one group. The cumulative capacity of net-metering systems allocated to a single member may not exceed 500 kW.

2 The group net metering system members shall be responsible for the cost, maintenance, safety and condition of the eligible system.

3 A group net metering system shall file with the PUC, the Department of Public Service and WEC a completed net metering application provided by the PUC including the following information:

- (a) The meters identified by account number to be included in the group system.
- (b) A procedure for adding and removing meters included in the group net metering system and directions as to the manner in which the Co-op shall allocate any accrued credits among the meters included in the system as outlined further below.
- (c) A designated person responsible for all communications between the group net metering system and WEC except for communications related to individual account billing, payment and disconnection.
- (d) A binding process for the resolution of any disputes within the group net metering system relating to net metering that does not rely on the Co-op, the PUC, or the Department of Public Service. This process does not apply to disputes between WEC and the individual group members regarding billing, payment, and disconnection.

4 WEC shall bill directly and send all communications regarding billing, payment and disconnection directly to each individual group net metering system account. All charges for each individual account shall be based on the individual meter for that account and the rate class associated with that meter,

unless otherwise specified herein.

**5(a) Energy Measurement for Group Net Metering Facilities Installed Prior to July 7, 2014.**

The Co-op shall measure the net electricity produced or consumed during each billing period for the group net metering system meter that has the generation interconnected. A digital utility meter with bi-directional functionality, owned by the Co-op and appropriate for the group's rate class will be provided. Such meter will measure both the kWh produced by the generating account as well as the net consumption of energy supplied by the Co-op. For group net metering systems who desire a second production meter for their own information, the Co-op shall supply an appropriate additional meter. The group net metering system members shall pay for the equipment and installation of the second production meter at the cost set in ¶ D.7. The meter shall be installed in accordance with the Co-op's standards and shall be the property of the Co-op. Such additional meter shall be accessible to the Co-op at all reasonable times, and shall not be removed or otherwise disturbed by the group net metering system members without advance written notice to and permission from the Co-op. Such additional meter shall be located in reasonable proximity to the existing meter and subject to testing by the Co-op at any time at the Co-op's own expense upon reasonable advance written notice to the group net metering system designated person.

**5(b) Energy Measurement for Group Net Metering Facilities That Commence Service After July 7, 2014.**

The Co-op shall measure both the gross amount of electricity produced from the facility and gross electricity consumed from WEC by the members during the billing period. The facility shall be interconnected directly to the Co-op's grid with a separate production meter. This production meter, supplied by the Co-op, shall measure and allow WEC to calculate total production from the facility. The group net metering members shall pay for this production meter including the equipment and installation at the cost set in ¶ D.7. This production meter shall be installed in accordance with the Co-op's standards. This production meter shall be accessible to the Co-op at all reasonable times, and shall not be removed or otherwise disturbed without advance written notice to and permission from the Co-op.

**6(a) Billing For Group Net Metering Facilities Installed Prior to January 1, 2017 and Where Generation is Physically Connected to Billing Meter and Offsets Consumption of The Member.**

If, at the end of a billing period, the electricity generated and fed back to the distribution system by the generating account exceeds the electricity supplied to that account by the Co-op to the particular billing meter, then the excess kWh shall be allocated to the group member accounts on a percentage or other acceptable basis proposed by the group and agreed upon by the Co-op pursuant to the allocation instructions provided by the group. The allocated kWh shall then be credited and monetized as follows:

- (i) For a period of ten years from the commissioning of the net metering facility, by multiplying the excess kWh generated during the billing period by the Co-op's highest residential block rate.

(ii) At the end of the 10-year period, for an additional 10 years, members using pre-existing net metering systems shall be credited for excess generation at the Co-op's blended residential rate. Until such time as the PUC's net-metering regulations change, or the PUC issues an applicable Order, pre-existing systems still operating beyond 20 years will be credited at the blended residential rate.

The Co-op shall apply the monetized credit to any remaining charges on the group member's current bill for that period, provided that pre-existing net metering system is within ten years of its initial commissioning. After such date, monetized credits shall not be applied to non-bypassable charges as defined in PUC Rule 5.100 *et seq.* or applicable PUC Orders. If application of such credits to charges does not use the entire balance of the credit, the remaining balance of the credit shall appear on the individual member's bill. Any accumulated monetary credits shall be used by the individual member within twelve months or shall revert to the Co-op without any compensation to the group net metering system members. Accumulation of monetary credits shall not result in any financial payments to the member.

When the generating account of a group net metering system is served via a time-of-use rate class and more generation is produced within a time period than was consumed in that time period, then the excess kWh generation shall be used to offset any net kWh consumption in any other time period within the billing period for that account prior to the allocation of excess kWh to group members.

**6(b) Billing For Group Net Metering Facilities Installed prior to January 1, 2017 and Where Generation is Interconnected to The Grid Such That Generation Does Not Offset Consumption to The Member or Group.** Where generation is directly interconnected to the Co-op such that the generation does not offset consumption of the member or group, total production shall be allocated to the group members for the billing period in the manner prescribed by the group and a monetized credit shall be calculated as follows:

(i) For a period of ten years from the commissioning of the net metering facility, by multiplying the excess kWh generated during the billing period by the Co-op's highest residential block rate.

(ii) At the end of the 10-year period, for an additional 10 years, members using pre-existing net metering systems shall be credited for excess generation at the Co-op's blended residential rate. Until such time as the PUC's net-metering regulations change, or the PUC issues an applicable Order, pre-existing systems still operating beyond 20 years will be credited at the blended residential rate.

The Co-op shall apply the monetized credit to any remaining charges on the group member's current bill for that period, provided that pre-existing net metering system is within ten years of its initial commissioning. After such date, monetized credits shall not be applied to non-bypassable charges as defined in PUC Rule 5.100 *et seq.* or applicable PUC Orders. If application to such credits to charges does not use the entire balance of the credit, the remaining balance of the credit shall appear on the individual member's bill. Any accumulated monetary credits shall be used by the individual member within twelve months or shall revert to the Co-op without any compensation to the group net metering system members. Accumulation of monetary credits shall not result in any financial payments to the member.

**6(c) Billing For Group Net Metering Facilities With A Completed CPG Application Filed With The PUC After January 1, 2017.** Total production for the billing period shall be allocated to the group members in the manner prescribed by the group and a monetized credit shall be calculated as follows:

- (i) Multiplying the excess kWh generated times the blended residential rate as defined in Vt. P.S.B. Rule 5.100 *et seq.* or applicable PUC Orders.
- (ii) For the first 10 years after the net metering system is commissioned, any positive siting or REC adjustor set forth in the net metering facility's CPG is multiplied by the gross kWh produced by the system for the respective billing period and applied to the bill as a credit.
- (iii) Any negative siting or REC adjustor set forth in the net metering facility's CPG is multiplied by the gross kWh produced by the system for the respective billing period and applied to the bill as an additional charge and will be applied in perpetuity.

The Co-op shall apply the monetized credit to any remaining charges on the group member's current bill for that period, except such credits shall not be applied to non-by-passable charges as defined in Vt. P.S.B. Rule 5.100 *et seq.* or an applicable PUC Order. If application to such credits to charges does not use the entire balance of the credit, the remaining balance of the credit shall appear on the individual member's bill. Any accumulated monetary credits shall be used by the individual member within twelve months or shall revert to the Co-op without any compensation to the group net metering system members. Accumulation of monetary credits shall not result in any financial payments to the member.

**7 5.132 charges (meter reading, accounting, account correction, account maintenance, and meter cost).**

WEC shall bill the following service fees and charges:

- (a) Account set up fee for the group account: \$111.00. This charge shall be divided equally amongst the group members.
- (b) Monthly account maintenance fee: \$2.85 per month per member participating in the group system.
- (c) Production/Time-of-Use Meter/per meter cost:\$243.70.

**8) Allocation of Group Net Metering.** Allocations may only be changed on written notice to the Co-op by the designated person of the group net metering system. The Co-op shall implement appropriate changes to the allocation of credits within thirty days after receiving written notification from the designated person. Allocations can be changed no more than twice per calendar year and shall not be applied retroactively. Changes are subject to the Co-op's approval, which shall not be unreasonably withheld.



**E. Renewable Energy Credits.**

1) For Net Metering Facilities With a Completed CPG Application Filed With The Vermont Public Service PUC after January 1, 2017 REC rates will be based on PUC Rule 5.100 *et seq.* or applicable PUC Orders.

At the time an application for authorization to construct the net-metering system is filed with the PUC, the applicant must elect whether to retain ownership of any RECs generated by the system or whether to transfer such RECs to the Co-op. This election is irrevocable. The Co-op must retire all RECs transferred to it by a net metering customer.

2) For Net Metering Facilities installed after July 7, 2014 and before January 1, 2017:

WEC shall retain all renewable energy credits and associated environmental attributes (“RECs”) generated by the net metering system. WEC may sell, transfer or retire the RECs at its sole and full discretion.

**F. REC and Siting Adjustors.** These adjustors are applicable to net metering system facilities with a completed CPG application filed with the PUC after January 1, 2017.

1. REC Adjustors.

At the time the PUC issues the net-metering facility a CPG, a zero or positive REC adjustor shall be applied for a period of 10 years from the date the system is commissioned; a negative REC adjustor applies in perpetuity. The adjustors are as follows:

Application Period	1/1/17 to 6/30/18	7/1/18 to 6/30/19	7/1/19 to 6/30/20
<u>REC Adjustor Transfer</u>	\$0.030/kWh	\$0.020/kWh	0.010/kWh
<u>REC Adjustor Retention</u>	(\$0.030)/kWh	(\$0.030)/kWh	(\$0.030)/kWh

Hydro electric facilities net metering under this rule are not subject to a REC adjustor.

2. Siting Adjustors.

At the time the PUC issues the net metering facility a CPG, a zero or positive siting adjustor shall be applied for a period of 10 years from the date the system is commissioned; a negative siting adjustor applies in perpetuity.

- a. Category I (as defined in PUC. Rule 5.100 *et seq.* or an applicable PUC Order = positive \$0.01 per kwh.
- b. Category II (as defined in PUC. Rule 5.100 *et seq.* or an applicable PUC Order = positive



- \$0.01 per kwh.
- c. For applications made between 1/1/17 and 7/1/18 Category III (as defined in PUC Rule 5.100 *et seq.* or an applicable PUC Order = negative \$0.01 per kwh). For applications made after 7/1/18, Category III (as defined in PUC Rule 5.100 *et seq.* or an applicable PUC Order = negative \$0.02 per kwh).
  - d. Category IV (as defined in PUC Rule 5.100 *et seq.* or an applicable PUC Order = negative \$0.03 cents per kwh).

Hydroelectric facilities have no siting adjustors.

### **G. Liability Insurance.**

Net metering members shall maintain a liability insurance policy in an amount of no less than those proscribed by the PUC's rules. Proof of insurance shall be furnished annually to the Coop.

### **H. Interconnection Requirements.**

The Cooperative shall require a customer to comply with generation interconnection, safety and reliability requirements, as determined by the PUC by rule or order.

If the Co-op determines that the capacity of the distribution system is insufficient for the designed generation the member shall be required to pay for the cost of Co-op improvements necessary to interconnect, establish, and distribute power from the net metering facility.

If the Co-op determines through preliminary analysis that interconnection and operation of the proposed net metering system may negatively impact the power quality, reliability or safety of the Co-op's distribution system, the Co-op may perform at the member's expense detailed analysis as provided for in PUC Rules 5.131 and 5.500.

### **I. Disconnection of Net Metering Facility.**

Any eligible system shall be subject to emergency disconnection of the system. These emergency disconnection procedures do not supplant PUC Rules 5.132, 3.300 and 3.400 or other tariff rules and regulations related to Co-op disconnections.

In general, an emergency shall be considered to occur when the interconnection of an eligible system represents a condition which is likely to result in significant disruption of service to the Co-op's members or is likely to endanger life or property.

If the Co-op performs an emergency disconnection of an eligible system, the Co-op shall notify the member within twenty-four hours after the disconnection. If the emergency is not caused by the eligible system, then the Co-op shall reconnect the system upon cessation of the emergency. If the emergency is caused by the eligible system, then the Co-op shall communicate the nature of the problem with the member within five days, and attempt to resolve the issue with the member. The Co-op shall file

a disconnection petition with the PUC if the Co-op and the member have not reached a mutually agreed-upon resolution within thirty days of the emergency disconnection.

Non-emergency disconnections of an eligible system by the Co-op shall follow the same process as set out above for emergency disconnections of such system, except that the Co-op shall give written notice of the disconnection no earlier than ten days and no later than three working days prior to the first date on which the disconnection of the system may occur. Such prior notice shall communicate the reason for the disconnection and the expected duration of the disconnection. If the eligible system is not the reason for the system's disconnection, the Co-op shall reconnect the system as soon as the activity necessitating the disconnection ceases. Temporary, non-emergency disconnections due to the removal of the meter by the Co-op or their representatives such as those related to a meter exchange or meter test shall not require prior notice.

A member shall be prohibited from reclosing a disconnect device, which has been opened and tagged by the Co-op, without the prior approval of the Co-op, or, in event of dispute, the PUC.

A member who initiates a permanent disconnection of an eligible system shall promptly notify the Co-op.

**Effective Date: July 1, 2018.**

Intentionally left blank.

WASHINGTON ELECTRIC COOPERATIVE, INC.

POLICY BULLETIN NO. 38 R

**SUBJECT:** RESIDENTIAL RATE, Classes #2 and #1

**POLICY:** This rate is available for single-phase electric service at secondary voltage for residential customers. This rate includes those consumers whose residential and business consumption are on the same meter. Each unit in a multi-unit residential property will be metered and billed separately.

**MONTHLY RATE:** The sum of the following:

	<u>July 2020</u>	<u>July 2021</u>	<u>July 2022</u>
Customer charge/month	\$18.01	\$22.25	\$26.49
First 100 kWh/month	\$0.08476	\$0.08476	\$0.08476
All kWh Over 100 kWh/month	\$0.23292	\$0.22220	\$0.21149

**BILLING PROCEDURE:** The Residential Rate is net, billed monthly and payable within thirty (30) days of the billing.

**TERMS AND CONDITIONS:** Subject to the provisions of the Cooperative Policies #3 (Billing Period) and #12 (Collection of Delinquent Accounts), except that all costs of collection, including reasonable fees of attorneys and agents, will be charged to the ratepayer. Such other terms and conditions of the Co-op as may be in effect from time-to-time, where not inconsistent with provisions of this tariff, shall apply.

**MINIMUM CHARGE:** Monthly minimum charge is the basic customer charge.

**EFFECTIVE:** Effective per members’ July 2020 billing date (on or about July 15, 22, or 29, 2020).

Intentionally left blank.

Removed as of July 1, 2018

## WASHINGTON ELECTRIC COOPERATIVE, INC.

## POLICY BULLETIN NO. 38

**SUBJECT:** SEASONAL RESIDENTIAL RATE, Class #4

**POLICY:** This rate is available for single-phase electric service at secondary voltage for seasonal residences, defined as properties where the occupant resides less than six (6) months per year or where it is determined that the occupant is residing in a residence that is not their primary residence. Seasonal Residential meters are read in April and October, and billed semi-annually in May and November.

**MONTHLY RATE:** The sum of the following:

6 Months Prepayment of Monthly Customer Charge	
\$12.24/month x 6 months	\$73.44
First 50 kWh/month	\$.09790
Per kWh Over 50 kWh/month	\$.21859

**BILLING PROCEDURE:** Seasonal residential customers are billed the monthly customer charge on a bi-annual basis: in May for the succeeding six months (May through October), and in November for the succeeding six months (November through April). For new seasonal residential customers, the initial customer charge will be prorated from either the preceding May or November.

Kilowatt hour charges under the seasonal residential rate are billed on a bi-annual basis: in May for the preceding six-months kWh consumption (November through April), and in November for the preceding six months kWh consumption (May through October). Charges under the Seasonal Residential Rate are payable within thirty (30) days of the billing date.

**TERMS AND CONDITIONS:** Implementation of this policy is subject to the provisions of Cooperative Policies #3 (Billing Period), #12 (Collection of Delinquent Accounts) and #35 (Definitions of "Primary Residence" and "Seasonal Customer") Section XI--Billing Period & Payment Procedures for Electric Consumption and Section XIII--Collection of Delinquent Accounts, and Section III—Definition of "Primary Residence" and "Seasonal Consumer". All costs of collection, including reasonable fees of attorneys and agents, will be charged to the customer. Such other relevant terms and conditions of the Co-op that are not inconsistent with the provisions of this tariff shall apply.

**MINIMUM CHARGE:** The monthly minimum charge is the customer charge.

**EFFECTIVE:** Effective on a service-rendered basis, commencing August 1, 2014.

Intentionally left blank.



WASHINGTON ELECTRIC COOPERATIVE, INC.

POLICY BULLETIN NO. 38 L

SUBJECT: STREET & AREA LIGHTING RATE

POLICY: This rate is available for security or area lighting consisting of an LED fixture set to four wattage ranges between 30 and 70 watts, or a 100W or a 400W high-pressure sodium (HPS) fixture, installed on an existing WEC pole.

MONTHLY RATE:

60-70 Watt LED....	\$22.30
50-60 Watt LED .....	\$23.37
40-50 Watt LED .....	\$22.44
30-40 Watt LED .....	\$22.04
100 Watt HPS .....	\$23.39
400 Watt HPS .....	\$46.78

MEMBER-OWNED LED FIXTURES ON MEMBER PROPERTY

Members who want to have Co-op installed LED fixtures installed on their property (and not on Co-op poles, as above) may contract for an installation. Such installation will be energized on the member’s existing service, under the existing tariff OR a new connection and billing meter would need to be in place for a new request for lighting service under the appropriate tariff.

WEC will otherwise provide unmetered electric energy for Member-owned photo-sensor controlled security lighting equipment (based on 4,140 hours of annual operation) at the rates set forth below. The monthly energy charge 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 Member must complete an application describing 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 Member is responsible to provide proper and timely maintenance to ensure that photo-sensor controls operate properly, and equipment is maintained to minimize outage time. The Co-op reserves the right to discontinue service upon notice under this rate if the system is not properly maintained. WEC will install, in compliance with its standards, all poles and associated equipment based on a time and materials basis.

For a new, metered location the application for service must be completed, and any/all fees paid, and any/all permits or easements required must be secured by the Member requesting the LED installation. There is a one-time installation fee of \$176

and a separate fixture cost of \$524 for a 60-70 watt LED fixture. Should the request require a new pole for LED installation, a charge of \$1,500 will also apply.

**MEMBER-OWNED LED FIXTURE installed on Member's pole.**

WEC will retain responsibility for specifying and supplying a -60-70 watt LED fixture suitable for installation on either the Member's pole, or a Co-op pole. WEC retains the option to modify the specification based on a Member's request; Member will be responsible to pay for any subsequent difference in cost to WEC before installation.

INSTALLATION COST: \$176 (one-time)  
LED FIXTURE COST: \$524 (one-time)  
POLE INSTALLATION COST: \$1,500 (one-time, member-owned pole)

MONTHLY RATE (energy & maintenance) \$12.07  
(overtime labor, IF NEEDED, performed at actual cost).

**MEMBER-OWNED LED FIXTURE installed on existing WEC pole**

INSTALLATION COST: \$176 (one-time)  
LED FIXTURE COST: \$524 (one-time)

MONTHLY RATE (energy & maintenance) \$12.07

**SUSPENSION OF SERVICE:**

Where service has been suspended at Member's request, the minimum monthly rate shall be applicable during the period of suspension until the next immediate billing cycle. When service is re-established at the request of the Member, a reconnection fee of \$25.00 during working hours and \$50.00 during other than normal working hours shall be charged for each security light.

**BILLING: PROCEDURE:**

The above rate is net, billed monthly and payable within thirty (30) days of the billing date for monthly customers.

**TERMS AND CONDITIONS:**

Subject to the provisions of Cooperative Policies #3 (Billing Period) and #12 (Collection of Delinquent Accounts), except that all costs of collection, including reasonable fees for attorneys and agents, shall be charged to the Member.

1. The Cooperative will furnish and install a light unit(s) controlled by a photoelectric cell at a location agreeable to both parties, make all necessary electrical connections and furnish electricity. The Member shall permit tree trimming in order to eliminate any interference with conductors or the light unit(s) or their installation.

2. The Cooperative will maintain and repair the unit(s) upon notice from the Member that said unit is not operating.
3. If payment for the rental of any light unit(s) is not received within thirty (30) days of the date payment is due and after proper written notice to the Member of the delinquency, service to the light unit(s) will be subject to termination. (Termination will be in the form of disconnection of the power lead wires to the unit.) At the end of thirty (30) days thereafter, and in the event of continued non-payment, the light unit(s), together with all poles and conductors, if any, will be removed.
4. The Member agrees to protect the unit(s) from damage so far as able and to pay for any willful or negligent damage done or caused by same.
5. The light unit(s) and accessories necessarily installed shall remain the property of the Cooperative and will be removed at the request of the Member or at the discretion of the Cooperative if the unit(s) are not in use.
6. Provision of an additional pole or poles or extension of wire for any distance beyond an existing Cooperative pole to service a security area or streetlight will be subject to the following terms:

Contribution-in-aid-of-construction for Primary, Secondary, and/or Service Extension for Lighting. Upon written application by the owner of any property, or occupancy with the consent of the owner, Washington Electric Cooperative, Inc., shall furnish, place, and construct such primary, secondary and/or service extension as is necessary to render the service requested. The total cost (excluding the light unit(s) of providing the extension shall be paid by the party requesting the extension. The applicant shall pay Washington Electric Cooperative, Inc. the contribution-in-aid-of-construction for the service connection prior to construction. Charges for contributions-in-aid-of-construction shall be determined by average cost methods.

7. Each Member requesting street, security or area lighting service shall receive a copy of this policy bulletin to acquaint them with the terms and conditions of the service rendered.

EFFECTIVE: Effective on a service-rendered basis, commencing January 1, 2020.

Intentionally left blank.

WASHINGTON ELECTRIC COOPERATIVE, INC.

POLICY BULLETIN NO. 38 TOD

**SUBJECT:** TIME-OF-DAY RATE, Class 5

**POLICY:** This rate is limited to those residential accounts that are being served under this rate classification as of the effective date of this tariff.

**MONTHLY RATE:** The sum of the following:

Customer Charge .....	\$15.03
<u>Peak Hours</u>	
First 60 kWh/month .....	\$0.12025
All kWh over 60 kWh/month	\$0.29720
<u>Off-Peak Hours</u>	
First 140 kWh/month .....	\$0.12025
All kWh over 140 kWh/month .....	\$0.25273

Peak hours are from 6:00 a.m. to 11:00 a.m. and from 5:00 p.m. to 10:00 p.m., inclusive. Peak hours shall apply to weekdays, weekends, and holidays. All other hours are Off-Peak hours.

**BILLING PROCEDURE:** The above rate is net, billed monthly and payable within thirty (30) days of the billing date. Subject to the provision of Cooperative Policies #3 (Billing Period), and #12 (Collection of Delinquent Accounts), except that all costs of collection, including reasonable fees of attorneys and agents, will be charged to the ratepayer.

**TERMS AND CONDITIONS:** The customer agrees to incur any and all costs associated with the purchase and installation of any additional equipment employed under the terms of this schedule. All such equipment must be approved by the Cooperative. Such other terms and conditions of the Co-op as may be in effect from time to time, where not inconsistent with provisions of this tariff, shall apply.

**MINIMUM CHARGE:** Monthly minimum charge is the basic customer charge.

**EFFECTIVE:** Effective on a service-rendered basis, commencing January 1, 2020.

Intentionally left blank.

~~ATTACHMENT A-3~~  
COST ESTIMATE FOR  
ELECTRIC SERVICE EXTENSION OR RELOCATION

Date: \_\_\_\_\_ Town: \_\_\_\_\_ Type: \_\_\_\_\_ W.O.# \_\_\_\_\_

Applicant(s): \_\_\_\_\_ Surveyed by: \_\_\_\_\_

Line Extension and Engineering Assessment \$280.00

Additional Engineering Costs # \_\_\_\_\_ hrs. @ \$88.00 per hr. \_\_\_\_\_

First Primary Pole Charge \$1,978 \_\_\_\_\_

Secondary Pole Charge \$1,165 \_\_\_\_\_

# \_\_\_\_\_ Additional Primary Poles @ \$1,447 per pole \_\_\_\_\_

Ledge Set # \_\_\_\_\_ @ \$737 (Subject to refund if ledge not encountered) \_\_\_\_\_

Primary Wire \_\_\_\_\_ Feet @ \$3.20 per foot \_\_\_\_\_

Secondary Wire \_\_\_\_\_ Feet @ \$7.51 per foot \_\_\_\_\_

Service Wire (over 100') \_\_\_\_\_ feet @ \$7.63 per foot \_\_\_\_\_

Anchors # \_\_\_\_\_ @ \$448 \_\_\_\_\_

Right of Way cutting # \_\_\_\_\_ Feet @ \$2.99 per foot \_\_\_\_\_

or minimum ROW cutting charge \$393.00

Right of Way Debris Removal, if needed \$.68 per span foot \_\_\_\_\_

Permitting, i.e. highway permit, Act 250, wetland, misc. \_\_\_\_\_

Right of Way Easement Procurement Cost: \$126 per easement procured above and  
beyond initial easement from applicant) \_\_\_\_\_ @ \$126 \_\_\_\_\_

Total Charges \$ \_\_\_\_\_

Less Engineering Assessment Fee Paid - \_\_\_\_\_

Total Due for Line Extension \$ \_\_\_\_\_

ADDITIONAL FEES:

Connection Fee \$20.00

Seasonal Prepayment \_\_\_\_\_

Deposit \$200.00 (waived with good credit reference) \_\_\_\_\_

Energy Assessment Fee \$300.00 (if not waived) \_\_\_\_\_

Temporary Connection Fee \$185.00 (6 month maximum) \_\_\_\_\_

Line Construction Rebate \_\_\_\_\_

Total Other Fees \$ \_\_\_\_\_

Total Due to Commence Construction \$ \_\_\_\_\_

**Select:**

[  ] **Average Cost** (Tariff Cost per Policy 32) **OR** [  ] **Actual Cost** (Actual Cost = Total ± Difference)

\_\_\_\_\_  
Applicant Applicant

\_\_\_\_\_  
Witness Witness

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_



This page intentionally left blank.



This page intentionally left blank

WASHINGTON ELECTRIC COOPERATIVE, INC.

AGREEMENT FOR ENGINEERING FEES

PRELIMINARY COST ESTIMATE FOR NEW ELECTRIC SERVICE CONNECTION OR SERVICE RELOCATION

I/We, \_\_\_\_\_,

of \_\_\_\_\_, hereby agree to pay Washington Electric Cooperative, Inc. ("Cooperative") the amount of \$\_\_\_\_\_ to cover the cost of engineering to calculate a preliminary cost estimate of providing electric service to property located in \_\_\_\_\_.

In consideration of this payment, the Cooperative will conduct one on-site visit to the aforementioned property, accompanied by the applicant, property owner or agent, to determine the distance from the Cooperative's electric distribution system to the proposed location of the new structure. If the applicant subsequently authorizes the Cooperative to construct an electric service extension or relocation, the amount paid for engineering services under this Agreement will be deducted from the total cost of the new line extension; otherwise, the engineering fee is non-refundable.

I/We understand that this cost estimate is PRELIMINARY, and is subject to change based on actual surveying and design.

\_\_\_\_\_  
Applicant's Signature      Witness

\_\_\_\_\_  
Applicant's Signature      Witness

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Washington Electric Cooperative, Inc.

Date: \_\_\_\_\_

This page intentionally left blank

WASHINGTON ELECTRIC COOPERATIVE, INC.

TARIFF FOR COST, MAINTENANCE  
AND USE OF POLES

ARTICLE I

DEFINITIONS

- (A) The tariff is effective in all of Washington Electric Cooperative, Inc.’s (“Owner”) Vermont service area and for attachments to its distribution poles.
- (B) As used in this Tariff, the following terms shall have the following meanings:
1. Attaching Entity: An entity holding a certificate of public good from the Vermont Public Utility Commission (“PUC”), or a Broadband Service Provider, that seeks to attach a facility (or has attached a facility) of any type to a pole or right-of-way for the purpose of providing service to one or more consumers, including but not limited to telecommunication providers, cable television service providers, incumbent local exchange carriers, competitive local exchange carriers, electric utilities, and governmental entities.
  2. Attachment: Any strand, hardware, cable, wires and/or apparatus attached to a pole and owned by an Attaching Entity.
  3. Broadband Service Provider: 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.
  4. Core Services: The original regulated business of a utility company. For example, the Core Service of an electric utility is the provision of electric service, but not the provision of telephone or cable television service.
  5. Field Survey Work or Survey Work: A survey of the poles on which the 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.
  6. Make-Ready Work: The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of a pole or any other changes) to accommodate the Attaching Entity’s attachments on the Owner’s pole.
  7. Total Usable Space: If the Owner has conducted a study of its average pole height, total usable space shall be the average pole height less the unusable space on the pole.

Otherwise, total usable space shall be 16 feet, which is based upon a presumed height of 40 feet, less 24 feet presumed unusable space.

8. Unusable Space: Unless the Owner has conducted a study of the actual average amount of pole buried or the clearance above ground below the first attachment, the 6 feet of pole buried in the ground plus the first 18 feet above ground and below the first attachment shall be presumed to be unusable space.

## ARTICLE II

### RIGHT OF ACCESS

1. The Owner shall provide the Attaching Entity nondiscriminatory access to any pole, support structure, or right-of-way in which it has an ownership interest. However, Owner may deny access for reasons of safety, reliability, or generally applicable and accepted engineering standards. The Owner may also deny access on a non-discriminatory basis where there is insufficient capacity, except where make-ready work can be used to increase or create capacity.
2. No attachment granted under this Tariff shall extend to any of Owner's poles where the placement of such attachments would result in a forfeiture of the rights of Owner or users to occupy the property on which such poles are located. If placement of the Attaching Entity's attachments would result in a forfeiture of the rights of Owner to occupy such property, the Attaching Entity agrees to remove its attachments forthwith; and the Attaching Entity agrees to pay Owner all losses, damages, and costs incurred as a result thereof.
3. Notwithstanding anything herein to the contrary, the Owner may not favor itself over any Attaching Entity, nor deny access based on a reservation of space for its own use. However, the Owner may favor itself when it has a need for space on a pole or poles in order to provide its core service and when it also has a bona fide development plan that shows a need for additional attachments to the poles in question within three years of the date of adoption of the plan; provided that the Owner may not so favor itself for more than three years in any ten-year period.
4. The Owner and Attaching Entity may not enter into a contract with a property owner that provides exclusive access to poles or rights-of-way inside or upon commercial or residential buildings.

## ARTICLE III

### SPECIFICATIONS

1. The placement, maintenance and use of the poles covered by this Tariff shall at all times be in conformity with Owner's "System Construction Standards and Specifications" manual, which will be made available to applicants at cost and on request.

## ARTICLE IV



## APPLICATIONS FOR ATTACHMENT, SURVEYS AND MAKE-READY WORK

1. Application: Before the Attaching Entity shall make use of any of the poles of the Owner under this Tariff, it shall submit in writing a permit application form.
2. Responsibility and Time Limits: During the make-ready process, the Owner is presumed to have control of the pole and is responsible for meeting all time limits in this Article. Pre-existing attaching entities are responsible for completing their work within a time that allows the Owner to comply with the requirements of this section.
  - a. If the work on a pole is not completed within the allowed time because of delays caused by another entity attached to the pole, and the Owner is liable for any penalties or damages because of the delay, the entity causing the delay shall indemnify the Owner for penalty or damages paid.
  - b. The allowed time period and deadlines in this article apply unless otherwise agreed by the various parties, and except for extraordinary circumstances and reasons beyond the Owner's control.
3. Field Survey: A field survey will be required for each pole for which initial attachment or material alteration [a rebuild in place is not a material alteration] thereof is requested to determine the adequacy of the pole to accommodate the Attaching Entity's attachments. The field survey will be performed jointly by representatives of the Owner, the attaching Entity and any other attachee. If after the survey, the Owner intends to deny access to poles under Article II of this Tariff, it shall state with specificity the grounds for the denial.
4. Time to Complete Field Survey: Any required field survey shall be completed within the following time periods of receipt of the Attaching Entity's application and the advance payment provided by Section E of this Article, unless otherwise agreed by the parties:
  - a. Survey work on fewer than 0.5% of Owner's poles or attachments shall be completed within 60 days.
  - b. Survey work on 0.5% or more but less than 3% of Owner's poles or attachments shall be completed within 90 days.
  - c. Survey work on more than 3% of Owner's poles or attachments shall be completed within a time to be negotiated between all affected owners and attachers. The time shall be negotiated in good faith and shall be reasonable in light of subsections (1) and (2) above.
5. Advance Payment for Field Survey: The Attaching Entity shall make an advance payment to the Owner prior to the required field survey in an amount sufficient to cover the estimated cost of the survey. The cost of the survey shall be payable whether or not the Attaching Entity decides to go forward with construction of its attachments.
6. Make-Ready Estimate: If based on the survey, the Owner determines that a pole to which the Attaching Entity desires to make attachment is inadequate or otherwise needs rearrangement of

the existing facilities thereon to accommodate the attachments of the Attaching Entity, the Owner will indicate on the Authorization for Pole Make-Ready Work and Estimate form the estimated cost of the required make-ready work and return it to the Attaching Entity. No Make-Ready Work will be charged to an Attaching Entity if the pole is not and cannot be made to conform to the specifications of Article III (A) of this Tariff. If possible, the Owner will give the Attaching Entity written permission to attach, relocate or replace its attachments before the Attaching Entity or other attachees completes any required make-ready work consisting of rearrangement of facilities.

7. Authorization for Make-Ready Work and Prepayment: After receipt of the make-ready estimate, the Attaching Entity shall authorize the Owner to complete make-ready work and shall make all required advance payments. Unless otherwise agreed, make-ready work, permits, inspection, and rearrangement costs shall be paid in advance.
8. Additional Payment Obligations:
  - a. After completion of the make-ready work, the Attaching Entity shall pay the cost of all make-ready work actually required for the attachment that has not been prepaid, or shall be refunded any excess of the prepayment not actually required.
  - b. The 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 Attaching Entity has caused a portion of the violation.
  - c. In addition to the payments to the Owner for all required make-ready work specified in section (G) above, the Attaching Entity shall also reimburse each other attachee for any expense incurred in transferring or rearranging its facilities to accommodate the Attaching Entity's attachments.
  - d. The costs of any modification that is also specifically used by other existing attaching entities shall be apportioned accordingly.
  - e. Where the Owner currently relies upon one or more techniques referenced in section (J) of this Article as part of its normal operating procedures but refuses to utilize such techniques for the benefit of the entity seeking attachment, 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).
9. Time to Complete Make-Ready Work: The Owner and attaching entities already attached to the pole shall complete necessary make-ready work within the following time periods:
  - a. Make-ready work on fewer than 0.5% of Owner's poles or attachments shall be completed within 120 days of authorization and payment.
  - b. Make-ready work on 0.5% or more but less than 3% of Owner's poles or attachments shall be completed within 180 days of authorization and payment.
  - c. Make-ready work on more than 3% of owner's poles or attachments shall be completed within a time to be negotiated between all the affected owners and attachers. The time shall be negotiated in good faith and shall be responsible in light of subsections (a) and (b) above.

10. Least-Cost Methods: In completing make-ready work, the Owner 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 Electric Safety Code state and local laws and regulations, and Owner's utility construction standards.
11. Outside Contractors: The Owner shall maintain a list of contractors whom it allows to perform surveys, make-ready work, installation or maintenance, or other specified tasks upon its equipment. In the event that the Owner cannot perform required make-ready work in a timely manner, the Attaching Entity may demand that outside contractors be sought. The Owner shall thereupon exercise its best efforts to hire one or more contractors from the list to perform required work, under the supervision and control of the Owner.
12. Overlapping: Any overlapping must be done in accordance with generally accepted engineering standards. The Attaching Entity shall give ten (10) days' notice to the Owner before beginning such overlapping.
  - a. No additional application or payment is required for an Attaching Entity to overlap 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.
  - b. If the new facilities deliver a utility service that ought to pay a higher rental charge, the Attaching Entity shall begin paying the higher rate.
  - c. If the new facilities are owned by someone other than the existing Attaching Entity, then both shall pay rental, each at the appropriate rate specified in Owner's filed tariff.
13. 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.
14. Protocol for Broadband Attachments: In response to requests for attachments from Broadband Service Providers, Owner and Provider shall mutually abide by the Guidelines for Broadband Service Provider Antenna Systems Mounted on Distribution Poles, attached hereto as Attachment D.

## ARTICLE V

### MISCELLANEOUS

1. No tree trimming shall be charged as part of make-ready except for trimming necessitated by the requirement to install a longer pole to accommodate the Attaching Entity.
2. Owner has the right to inspect its poles at any time. Any inspection which notes an unauthorized attachment or an attachment that fails to comply with the installation standards and specifications

required by Owner, shall result in the Attaching Entity being charged for the actual cost of the inspection for those poles on which unauthorized attachments or attachments constructed in violation of required standards and specifications are noted.

- a. Once an Attaching Entity demonstrates a history of installing attachments that do not meet Owner's standards and specifications, or fails to abide by accepted installation practices, Owner may, at its sole discretion, require a designated contract work inspector to be on site while Attaching Entity or its designee is attaching to Owner's poles for the purpose of ensuring that field work is carried out in accordance with accepted standards and practices. The Attaching Entity shall be responsible for the cost of having the inspector on site. Once such an Attaching Entity demonstrates that it installs attachments that meet Owner's standards and specifications and abides by accepted installation practices, Owner shall cease to require the presence of the contract work inspector for future installations. However, should the Attaching Entity again demonstrate a failure to comply with the Owner's standards and specifications or fails to abide by accepted installation practices, owner shall have the right to reinstate the requirement for the contract work inspector.
3. Any charge imposed by Owner for inspections shall be in addition to any other sums due and payable by the Attaching Entity under this Tariff. No act or failure to act by Owner with regard to said charge or any unlicensed use by Attaching Entity shall be deemed to be a ratification or licensing of the unlicensed use; and if any license should subsequently be issued, and license shall not operate retroactively or constitute a waiver by Owner of any of its rights or privileges under this Tariff or otherwise.

## **ARTICLE VI**

### **NOTICES FROM OWNER**

1. Owner shall provide the Attaching Entity 60 days' written notice prior to:
  - a. Removing facilities or terminating service to those facilities, where that action arises out of a rate, term or condition of the pole attachment Tariff; or
  - b. Increasing pole attachment rates by contract or tariff.
2. Unless otherwise agreed, Owner shall provide the Attaching Entity 30 days' written notice before modifying any of the Attaching Entity's facilities. Less than 30 days' notice may be provided for routine maintenance, modification in response to emergencies, or modifications that are beyond the reasonable control of the Owner, provided that the notice is reasonable under the circumstances and as prompt as practicable.
3. Abandonment: If the Owner desires at any time to abandon any pole, it shall give the Attaching Entity at least sixty (60) days notice in writing prior to the date on which it intends to abandon such pole. The Attaching Entity shall remove or transfer its attachments within thirty (30) days after the Owner notified the Attaching Entity that the pole has been abandoned. The last Attaching Entity to remove its attachments shall be responsible for the removal and disposal of the pole. Once the Owner has removed its attachments, the Attaching Entity shall save the Owner harmless

from all obligations, liability, damages, costs, expenses or charges incurred or arising after Owner has removed its attachments.

- a. The Attaching entity may abandon the use of a pole at any time by giving notice thereof in writing to the Owner and by removing therefrom any and all attachments it may have thereon, including any anchors and guys no longer needed. Following such removal, no attachment shall again be made to such pole until Attaching Entity shall have first complied with all of the provisions of this Tariff as though no such attachments had previously been made. The Attaching Entity shall exercise precaution to avoid damaging the facilities of the Owner and of other attachees, 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 the Owner, and any other attaching entity, of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs. Owner shall exercise precaution to avoid damaging the facilities of all Attaching Entities, and the Owner assumes all responsibility for any and all loss from such damages by the Owner's employees, agents or contractors. The Owner shall make an immediate report to any affected Attaching Entity and any other Attaching Entity, of the occurrence of any such damages and agrees to reimburse all affected Attaching Entities.

## **ARTICLE VII**

### **INDEMNIFICATION**

1. The Owner 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. Except in the event of the Owner's negligence or willful default, the Owner shall not be liable to the Attaching Entity for any interruption of or interference with the operation of the Attaching Entity's services, or otherwise, arising in any manner out of the use of the Owner's poles. The Owner shall promptly report to the Attaching Entity any damage to the Attaching Entity's facilities.
2. The Owner and Attaching Entity shall exercise due care to avoid damaging any facilities attached to the Owner's poles. The Owner assumes all responsibility for any and all loss, damage or injury caused by its employees, agents or contractors. Likewise, the Attaching Entity assumes all responsibility for any and all loss, damage or injury caused by its employees, agents or contractors. The party that causes any such loss, damage or injury shall promptly report to the appropriate attaching entity any such loss, damage or injury and agrees to reimburse the parties suffering loss, damage or injury.
3. Except as may be caused by the negligence of the Owner, the Attaching Entity shall defend, indemnify and save harmless the Owner, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the Owner, by reason of (a) any work or thing done upon the poles or any part thereof by the Attaching Entity or any of its agents, contractors, servants, or employees; (b) any use or occupation of said poles or any part thereof by the Attaching Entity; and (c) any act or omission on the part of

the Attaching Entity or any of its agents, contractors, servants, or employees, for which the Owner may be found liable.

## **ARTICLE VIII**

### **INSURANCE**

1. The Attaching Entity shall carry insurance issued by an insurance carrier approved to operate in Vermont to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from such loss, injury or damage as covered in Article VI preceding.
2. The amounts of such insurance, without deductibles against liability due to:
  - a. Damage to property shall not be less than \$1,000,000.00 as to any one occurrence, and \$5,000,000.00 aggregate; and
  - b. Injury to or death of persons shall be not less than \$1,000,000.00 as to any one person, and \$2,000,000.00 as to any one occurrence.
1. The Attaching Entity shall also carry such insurance as will protect it from all claims under any Workman's Compensation Law in effect that may be applicable to it.
2. All insurance must be in effect before Owner will authorize the Attaching Entity to make attachments to any pole, and shall remain in force until such attachments have been removed from all such poles.
3. The Attaching Entity shall submit to Owner certificates of insurance by each company insuring the Attaching Entity to the effect that it has insured Attaching Entity for all liabilities of Attaching Entity covered by this Tariff; and that such certificates will name the Owner as an additional insured under the public liability policy; and that it will not cancel or change any such policy of insurance issued to Attaching Entity except after giving not less than ten (10) days written notice to Owner. If self-insured, the Attaching Entity will furnish certificate showing information.

## **ARTICLE IX**

### **DEFAULT**

1. If the Attaching Entity shall fail to comply with any of the terms or conditions of this Tariff or default in any of its obligations under this Tariff, or if the Attaching Entity's facilities are maintained or used in violation of any law and the Attaching Entity shall fail within sixty (60) days after written notice from the Owner to correct such default or noncompliance, the Owner may terminate the permit covering the poles as to which such default or noncompliance shall have occurred.
2. If an insurance carrier at any time notifies the Owner that the policy or policies of insurance required under Article VIII will be cancelled or changed so that the requirements of that Article

will no longer be satisfied, then any permit issued under this Tariff to the Attaching Entity shall immediately terminate unless prior to the effective date of such cancellation or change the Attaching Entity shall furnish to the Owner certificates of insurance including insurance coverage in accordance with the provisions of Article VIII.

3. In the event of termination of any permit granted under this Tariff to the Attaching Entity, the Attaching Entity shall remove its attachments from poles within six (6) months from the date of termination. If the Attaching Entity does not remove its attachments within the said six (6) month time period specified in this Tariff, the Owner shall have the right to remove them at the Attaching Entity's expense and without any liability to the Attaching Entity therefore. The Attaching Entity shall be liable for and pay all fees pursuant to the terms of this Tariff to the Owner until such attachments are removed.

## **ARTICLE X**

### **COMPLAINT PROCEDURES**

1. A party aggrieved by a violation of this PUC Rule 3.700 may file a complaint or petition with the Board. The PUC shall take final action within 180 days after the filing of the complaint or petition.
2. An Attaching Entity aggrieved by a proposed change to Owner's tariff may intervene in any rate case following such a tariff filing.

Effective Date: September 1, 2008

WASHINGTON ELECTRIC COOPERATIVE, INC.

GUIDELINES FOR BROADBAND SERVICE PROVIDER ANTENNA SYSTEMS MOUNTED ON  
DISTRIBUTION POLES

TABLE OF CONTENTS

1. Introduction
2. Permit Application Process
3. Suitability for Pole Attachments
4. Structural
5. Grounding
6. Safety



# GUIDELINES FOR BROADBAND SERVICE PROVIDER ANTENNA SYSTEMS MOUNTED ON DISTRIBUTION POLES

## 1. INTRODUCTION

This Document provides preliminary draft guidelines for Vermont’s Pole-Ownning Utilities (“Utilities”) approach to requests for attachment of communication antennas and associated equipment to poles (the “Document” or “Guidelines”). Included within these 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 this Document are technical in nature and concern matters attendant to the attachment of Broadband Service Providers’ facilities to utility poles. This draft Document does 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. This document is 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 these guidelines, or to the extent that there are conflicts between a Tariff and these guidelines, the Tariff shall control. This Document is preliminary and provided for discussion purposes. Nothing herein is designed to prejudice the interests of the Utilities.

## 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.

1. 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.

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” 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.
  - 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 street light bracket shall be ten (10) feet or shorter.
  - e. The street light bracket shall be a minimum of two (2) inch diameter arm.
  - f. Installation and maintenance on all attachments to street light brackets must be performed by qualified Utility personnel.
  - g. There will be no attachments to street light 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 PUC.

## 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. The Provider must provide switches that shut off all power to and from their 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.