

VERMONT ELECTRIC COOPERATIVE, INC.
JOHNSON, VERMONT

SCHEDULE OF ELECTRIC RATES

AND RULES AND REGULATIONS

GOVERNING SERVICE

Effective within the entire territory owned and operated by
Vermont Electric Cooperative, Inc.,
Vermont P.S.B. No. 15
Canceling in Total all
Schedules Included in
Vermont P.S.B. No. 14

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VERMONT ELECTRIC COOPERATIVE, INC.
ELECTRIC SERVICE RULES AND REGULATIONS

1. GENERAL

The by-laws of the Vermont Electric Cooperative, Inc. (the "Cooperative") will constitute general rules and regulations.

Provision of Service is subject to established rules and regulations including line extensions tariffs and service requirements.

The policy of the Cooperative is that all customers shall be members. However, in the event a customer 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.

Any applications for or use of three phase service requires the prior approval of the Cooperative.

All large electrical loads may require special equipment and must be approved in advance by the Cooperative.

2. SCHEDULE OF RATES, RULES AND REGULATIONS

The schedule of rates, rules and regulations, will be furnished upon request at the Cooperative's offices.

3 METERS AND METER READING

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

Meters shall be installed in outside locations readily accessible for reading, inspection and repairs. The customer shall keep the area free of obstacles, and pets must be restrained.

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GENERAL RULES AND REGULATIONS

The Cooperative reserves the right to charge customers for any meter on customer premises that has a broken seal or other damage.

4. CHARGES AND PAYMENTS

VEC will accept payments for electric service in the form of cash, check, money order, credit/debit card, and electronic funds transfer/bank draft.

No officer or agent of this Cooperative shall charge, demand, collect or receive a greater or less or different compensation, for supplying electricity for light, heat or power than the rates and charges applicable to such service as specified in its published schedule in effect at the time, nor shall the Cooperative or any of its agents refund or remit any portion of the rates or charges as specified.

5. ACCESSIBILITY

Accessibility to the Cooperative's property on customer's premises by duly authorized representatives of the Cooperative shall be had at all reasonable times and with reasonable notice for the purpose of construction, inspection, meter reading, repairs and other necessary functions of the Cooperative's business.

In the event that meters are not accessible at the time of reading, an estimated bill will be sent to the customer that states that the bill is based on estimated kWh because the Cooperative could not read the meter. The Cooperative will adjust the bill at the next actual reading or upon receipt of an actual reading by a customer.

6. RATES

Rates shall apply to service rendered and recorded by individual meters except where the Cooperative has applied two or more meters for its own convenience.

7. ESTIMATED BILLS FOR DAMAGED METER

In the event that a customer's meter is broken, damaged, removed or otherwise tampered with, the Cooperative may in its discretion establish a reasonable estimate of usage for the billing period.

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GENERAL RULES AND REGULATIONS (cont'd)

8. RESALE

Resale of electric energy by retail customers is prohibited except in case of special contract.

9. PAYMENTS

Bills are due and payable upon presentation. Unless paid within thirty (30) days after the postmark date of the bill, or charge, or by a "due date" at least thirty days after mailing, which date shall be printed on the bill, the bill is delinquent and the service subject to termination under the State of Vermont Public Service Board Rule No. 3.300 as included in these General Rules and Regulations.

10. CUSTOMER'S USE OF ELECTRICITY

In recognition of the fact that the wiring and facilities for the use of electricity on the customer's premises are owned by and under the control of the customer, the Cooperative shall not be responsible for any loss, cost, damage or expense to persons and/or property resulting from the use or presence in the customer's wiring or appliances of electricity supplied in accordance with the provisions of these Rules and Regulations.

11. MEASURING OF SERVICE

- a. All energy sold to customers and all energy consumed by the Cooperative, except that sold according to fixed charge schedules, shall be measured by commercially acceptable measuring devices owned and maintained by the Cooperative except where it is impractical to install meters, such as street lighting or security lighting, or where otherwise authorized by the Board .
- b. If any meter after testing is found to be more than four percent (4%) in error, either fast or slow, proper correction of the error shall be made of previous reading and adjusted bills shall be rendered for a period of up to one year immediately preceding the removal of such meter from service for test or from the time the meter was in service since last tested, but not exceeding one year since the meter shall have been shown to be in error by the test.

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GENERAL RULES AND REGULATIONS (cont'd)

- c. No adjustment shall be made by the Cooperative except to the customer last served by the meter tested.
- d. A Meter Test Fee will be required for performing a second meter test on the same meter within a one-year period. The fee will be based on time to travel and perform the test at \$25.00 per hour. The fee will be refunded if the meter proves inaccurate by greater than plus or minus four percent (4%).

12. TEMPORARY SERVICE

Customer-owned temporary facilities may be installed, in accordance with all applicable laws, codes and regulations by the customer's electrician or by the Cooperative at its discretion.

13. POWER FACTOR CORRECTION

In the case of all electrical devices having low power factors, now in service, and all similar equipment hereafter installed or replaced, served on all general commercial or industrial schedules, the Cooperative may require the customer to provide, at his own expense, power factor corrective equipment to increase the power factor of any such devices to not less than 95% lagging, to be effective 180 days after approval of this tariff sheet.

14. BILLING DEMAND REDUCTIONS DUE TO DSM

Customers who take advantage of the DSM programs may find that billing demand reductions occur after instituting a particular DSM measure. In situations where significant, permanent load reductions of greater than 20% are documented, customers may negotiate with the Cooperative to lower the 80% billing threshold to a level more in line with the new peak demand.

15. MOTOR CAPACITY

No single phase motors with a nameplate capacity exceeding 7 ½ horse power may be connected on the Cooperative's system unless by special arrangement with the Cooperative.

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GENERAL RULES AND REGULATIONS (cont'd)

Squirrel cage motors with a nameplate capacity of more than 15 horse power will not be allowed on the Cooperative's system. All motors with a nameplate capacity of more than 15 horse power must be of the wound rotor type with low starting current characteristics.

At its option, the Cooperative may require that reduced voltage starting equipment or other similar equipment for reducing motor starting inrush be installed on customer-owned motors with a nameplate capacity over 15 horsepower if the resulting impact on the system is outside of accepted industry standards. Equipment and installation shall be at the customer's expense.

The regulation does not apply to any single phase motor rated larger than 7 ½ horsepower or squirrel cage motors rated larger than 15 horsepower which may now be connected to the Cooperative's lines. Should any of these motors be replaced, they must be replaced with motors which conform to the above regulation.

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VERMONT ELECTRIC COOPERATIVE, INC.
MISCELLANEOUS SERVICE CHARGES

1. INITIAL SERVICE CHARGE

A minimum service charge of \$25.00 shall be imposed upon the customer for the establishment of a new, metered account by the Cooperative.

2. SUSPENSION OF SERVICE

Where service has been suspended at the customer's request, the monthly customer charge shall not be applicable during such suspension, but, in lieu thereof, an Initial Service Charge of \$18.00 plus a Reconnect Charge of \$25.00 during normal working hours, or \$56.00 during other than normal working hours, shall be imposed when service is re-established at the request of the customer.

3. DISCONNECTION OF SERVICE DUE TO NON-PAYMENT (DNP)

A service charge of \$25.00 shall be imposed upon the customer for the disconnection of service by the Cooperative as a result of non-payment (DNP).

4. RECONNECTION OF SERVICE

A service charge of \$25.00 shall be imposed upon the customer for the reconnection of service by the Cooperative during normal working hours. A service charge of \$56.00 will be imposed for reconnection during other than normal working hours.

5. CONTINUOUS SERVICE

Continuous service is available for landlords or homeowners with rental properties. An account holder that has previously established an account at a given premise shall not be assessed an establishment or reconnect fee provided the service is not interrupted (a.k.a. a "Read and Leave"). In lieu thereof, each time an account changes hands, the Cooperative shall impose a \$10.00 Set-up Charge to the customer whose name appears as the account holder.

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MISCELLANEOUS SERVICE CHARGES (cont'd)

6. OTHER CHARGES

In addition, the Cooperative may charge the customer for time, materials and equipment used by the Cooperative for the establishment or re-establishment of service as a result of an interruption caused by the customer's willful act or omission, negligence or failure of customer-owned equipment.

The Cooperative shall perform the reconnection or disconnection of service made at the request of the customer during the normal business day within seven days after the written request for the reconnection or disconnection is received from the customer. Prior to the reconnection or disconnection, the Cooperative shall inform the customer of the service charge required, plus any other charges that may apply.

The provision for the imposition of a charge for disconnection will not apply to disconnections made necessary for reasons of health or safety, or during natural disaster, or state or national emergencies.

7. TENDER OF PAYMENT TO FIELD PERSONNEL

If a Cooperative representative goes to the customer's premises for purposes of servicing a disconnect order, and the customer then and there tenders payment of at least 50% of the bill or other suitable amount, the service will not be disconnected, provided, however, the Cooperative will charge such a customer \$18.00 for sending a representative to the premises. The Cooperative's representative will give the customer a receipt for any payment made, and will advise the customer to contact the Cooperative's Customer Service Department to make arrangements to pay the remaining delinquent balance due.

8. INSUFFICIENT FUNDS (NSF) CHECKS

The Cooperative may charge a fee of \$10.00 to the customer for each instance where a customer tenders payment for electric service with an insufficient funds check.

When the Cooperative is notified by the customer's bank that there are insufficient funds to cover the check tendered for electric service, the Cooperative may require the customer to make payment in cash, by money order, certified check, or other means which guarantee the customer's payment to the Cooperative. No personal checks will be accepted if two (2) NSF checks have been received by the Cooperative within a twelve-month period in payment of any bill.

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VERMONT ELECTRIC COOPERATIVE, INC.
MISCELLANEOUS SERVICE CHARGES (cont'd)

A customer who tenders an insufficient check shall in no way be relieved of the obligation to render payment to the Cooperative under the original terms of the bill nor defer the Cooperative's provision for termination of service for nonpayment of bills as provided for in Rule 3.302

The Cooperative reserves the privilege to make rules and regulations necessary for the proper conduct of the business consistent with good and fair practice, subject to the approval of the Public Service Board, in addition to those enumerated hereafter.

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VERMONT ELECTRIC COOPERATIVE, INC.
DEPOSITS FOR ELECTRIC SERVICE - RULE 3.200

3.201 Definitions

Primary residence - For purposes of this rule, "primary residence" 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) lives or expects to live for more than six months per year. The Cooperative may require an applicant to produce, upon request by the Cooperative, 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, welfare department proof of residence or similar documents. A primary residence shall not be considered as including the residence of a "seasonal customer."

Seasonal customer - A customer who expects to live in a residence for less than six months per year or who is determined to be residing in a residence which is not their primary residence.

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

3.202 Conditions for Taking of Deposits

A. The Cooperative may require a deposit from a customer as a precondition of initiating or continuing electric service and shall:

- (1) establish the deposit amount based on the guidelines set forth in Section 3.204;
- (2) pay interest on the deposit, as required under PSB Rule 3.205, Subsection (B);
- (3) refund the deposit promptly as provided in PSB Rule Section 3.205;
- (4) advise any customer required to make a deposit of the reasons for the requirements, of the right to pay it in installments, and of the calculations which the Cooperative has used to support the amount of the deposit;
- (5) for an account which serves a primary residence, offer the customer for whom the payment presents a burden the opportunity to pay a deposit, at a minimum, in three equal payments with one third due immediately, one third due within thirty days, and the final third due within sixty days; and
- (6) inform the customer that the necessity for a deposit or its amount may be disputed by making a complaint to the Consumer Affairs and Public

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DEPOSITS FOR ELECTRIC SERVICE - RULE 3.200 (cont'd)

Information Division of the Department of Public Service. The customer shall be informed of the Division's address and telephone numbers, including its toll-free telephone number.

- (B) Interest on deposits from customers shall be calculated as follows:
- (1) The interest rate applicable to customer deposits shall be established 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%). The current rate is posted on the website of the Public Service Board.
 - (2) Interest on each deposit shall be calculated using a simple interest formula using the rate prescribed under subdivision (B)(1). The rate applied to all deposits will change (assuming a change in the Prime Lending rate) each year as of January 1, regardless of when an individual deposit was received.
 - (3) If the deposit is returned sooner than one year, interest shall be pro-rated.
 - (4) If the deposit is kept longer than one year, interest shall be credited to the customer's bill annually.

3.203 Grounds for Requiring a Deposit

(A) The Cooperative shall limit collection of deposits for service to primary residences to situations where the applicant or existing customer presents a credit risk. Existing customers may be required to pay a deposit only after they have been disconnected for non-payment of valid charges, pursuant to PSB Rule 3.300. The Cooperative may collect a deposit in the absence of proof from an applicant of creditworthiness. Applicants can show proof of their creditworthiness with one of the following:

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DEPOSITS FOR ELECTRIC SERVICE - RULE 3.200 (cont'd)

- (1) a reference from a bank indicating that the applicant has had an active checking account for at least one year and has had no account that has been overdrawn within the last year;
- (2) a letter from one or more utilities or cable television companies within or outside of the State of Vermont indicating that the customer has maintained a good credit record for the past two years;
- (3) a written statement from a creditworthy customer guaranteeing payment;
or
- (4) other reasonable demonstrations of creditworthiness.

(B) Utility companies are required to provide to a customer a letter of good credit within three working days after the customer requests such a statement. A letter of good credit shall be given if the customer has received no more than one disconnection notice within the last year and no disconnection within the last two years. If a customer has been with a Cooperative for less than two years and has not been disconnected nor received more than one disconnection notice, the utility shall provide a statement indicating the length of service and the number of disconnection notices received. If a customer does not make the final payment after a letter of good credit rating has been provided, the utility sending the letter of good credit may notify the Cooperative of the failure of the customer to make the final payment. Based on such information, the Cooperative may require a deposit.

(C) If the Cooperative accepts a third-party guarantee, the guarantee agreement must be in writing and must contain the amount and time period covered under the guarantee. The person providing the guarantee will be held responsible for any uncollectible bills of the customer for whom they provide the guarantee. The Cooperative may cancel the guarantee agreement, with notice to the customer, if the guarantor loses good credit standing, and a guarantor may cancel the agreement with at least thirty days notice to the Cooperative and the customer. If the guarantee agreement is cancelled or the term has expired, the Cooperative may demand a deposit from the customer, unless the customer has established a good credit history with the Cooperative. A good credit history is shown where, if the customer had not had the guarantee and had been required to pay a deposit, the deposit would have been returned.

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VERMONT ELECTRIC COOPERATIVE, INC.
DEPOSITS FOR ELECTRIC SERVICE - RULE 3.200 (cont'd)

3.204 Calculation of Deposit Amount

The deposit as required by the Cooperative shall be limited to a sum not to exceed two-twelfths of the reasonably estimated charge for electric service for the ensuing twelve months. In the case of seasonal customers, a deposit shall not exceed one-half of the reasonably estimated charge for the ensuing service or two-twelfths of the reasonable estimated charge for 12 months of service, whichever is greater. A reasonably estimated charge should be based on the history of actual usage for the dwelling unit or household. If no actual usage records exist, the reasonably estimated charge should be based on the usage of dwellings or households with similar characteristics. The Cooperative may not collect a minimum deposit which exceeds the reasonably estimated charge for the ensuing service.

3.205 Return of Deposits

The Cooperative shall refund a deposit collected from a customer promptly with accrued interest either in cash or by credit to the customer's bill for service if the customer's account is current upon completion of the following requirements:

(A) following a period of twelve consecutive months in which the customer has not been disconnected and has received no more than three disconnection notices, for services billed monthly; or

(B) following a period of twelve consecutive months in which the customer has not been disconnected and has received no more than two disconnection notices for services billed every other month or quarterly; or

(C) after termination of service, when it occurs first prior to the completion of the requirements of Section 3.205 (1) or (2).

To meet the requirement that deposits be returned promptly, the Cooperative must return the deposit, less any deduction for amount due, in a single payment within thirty days of receipt of the final payment, or at the time of the next billing whichever comes first, or upon completion of requirements for the return of the deposit.

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VERMONT ELECTRIC COOPERATIVE, INC.
DISCONNECTION OF RESIDENTIAL ELECTRIC SERVICE - RULE 3.300

Definitions

3.301 For the purposes of this section , the following definitions apply:

(A) Disconnection: deliberate interruption, limitation, or disconnection of electric service to a customer by the Cooperative, not including disconnection at the request of or with the permission of the customer.

(B) Delinquency: failure of the customer to tender payment for a valid bill or charge (1) within thirty days of the postmark date of that bill or charge, or (2) by a "due date" at least thirty days after mailing, which date shall be printed on the bill.

(C) Notice: except where otherwise provided or where the context otherwise requires, notice shall mean written notice on a form approved by the State of Vermont, Public Service Board, mailed or delivered within forty days after delinquency but not more than twenty days, nor less than fourteen days prior to the first date on which disconnection of service may occur. Where payment has been made by check or other instrument which is subsequently dishonored, then the number of days between delivery to the Cooperative of the dishonored instrument and receipt by the Cooperative of notice of dishonor may be deducted from the minimum number of days prior to disconnection that notice must be sent, but in no event may that minimum number of days be less than seven.

(D) Physician's Certificate: a written statement by a duly licensed physician certifying that a customer or resident within the customer's household would suffer an immediate and serious health hazard by the disconnection of the electric service, or by failure to reconnect service, to that household. The certificate will be valid for thirty days, or the duration of the hazard, whichever is less, and may be renewed once. Use of a physician's certificate by a customer 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 State of Vermont, Public Service Board.

(E) Payment of a bill: receipt at the Cooperative's business office or authorized payment agency of cash or of a check or other instrument which is subsequently honored.

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DISCONNECTION OF RESIDENTIAL ELECTRIC SERVICE - RULE 3.300 (cont'd)

(F) Business Days: Monday through Thursday, excluding Vermont legal holidays and any other day, when the Cooperative's business offices are not open to the public and any day preceding the day the Cooperative's business offices are not open to the public.

3.302

Except at the request of the customer or upon order of the State of Vermont, Public Service Board, the Cooperative shall not disconnect electric residential service unless payment of a valid bill or charge is delinquent and notice of disconnection has been furnished to the customer, as provided in this rule.

(A) Disconnections for Health or Safety Reasons
This rule shall not apply to any disconnection or interruption of service made necessary for reasons of health or safety of the customer or the general public.

(B) Exceptions. The following exceptions shall not apply to payment(s) of deposits, but shall apply to the general rule of this section. Disconnection shall not be permitted if:

- (1) The Cooperative bills at least as frequently as once every two months, and the delinquent bill or charge, or aggregate delinquent bills and charges, do not exceed \$50.00, provided that this exception may not be used for more than two billing cycles in one calendar year;
- (2) the only charges or bills constituting the delinquency are more than two years old;
- (3) the delinquency is due solely to a disputed portion of a charge which has been referred to the State of Vermont, Public Service Board by the customer or the Cooperative, and the Board has advised the Cooperative not to disconnect service;
- (4) the delinquency is due to a failure to pay 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;

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DISCONNECTION OF RESIDENTIAL ELECTRIC SERVICE - RULE 3.300 (Cont'd)

- (5) the disconnection would represent an immediate and serious hazard to the health of the customer or a resident within the customer's household, as set forth in a physician's certificate furnished to 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 seven days.); or
- (6) the customer has not been given an opportunity to enter into (a) a reasonable repayment plan or, having entered into such a plan, has substantially abided by its terms in accordance with Section 3.305 (A); and (b) a monthly installment plan for the payment of future bills.

(C) Disconnection of Rental Units. If a customer requests that service be disconnected, the Cooperative must ask whether a tenant resides in the dwelling. The Cooperative may not disconnect a dwelling at the request of a lessor, owner, or agent ("landlord") or because the landlord (as a customer) has failed to pay an overdue amount, if it has reason to believe the dwelling is rented and unless the Cooperative gives notice as described below.

The Cooperative must make every reasonable attempt with respect to each potentially affected dwelling unit to deliver a notice three days prior to the scheduled disconnection to at least one adult occupant of that dwelling unit or mail a notice to the tenant of that dwelling unit. In buildings where service to two or more units is to be disconnected because of a landlord's request or non-payment, the Cooperative must also post the notice in a secure and obvious place in the affected building or buildings. The notice must, in addition to the applicable disclosures of Section 3.303, inform the tenant how service can be continued. Notwithstanding the provision of Section 3.301(C), a disconnection notice containing a newly established disconnection date shall be provided to the tenant at least ten days prior to the newly established disconnection date. If the disconnection is due to the failure of the landlord to pay an overdue amount, the landlord shall be responsible for usage during the additional ten-day notice period.

The Cooperative must offer the tenant the opportunity either to obtain service in the tenant's name or to otherwise assume responsibility for further payment. If the building has a single master meter for the whole building, the Cooperative must make arrangements where possible to provide individual meters to separate dwelling units. Where the wiring and metering arrangements allow, the Cooperative must provide service upon request of the tenant. The

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DISCONNECTION OF RESIDENTIAL ELECTRIC SERVICE - RULE 3.300 (Cont'd)

Cooperative may not require the tenant to pay any of the bill owed to the Cooperative by the landlord.

If the Cooperative disconnects a household because it is not aware that the household is occupied by the tenant, and the landlord is responsible for payment of the utility bill, the Cooperative must reinstate service upon notification from the tenant. Under such circumstances, the Cooperative shall not require advance payment of any deposit, and the customer shall have the option of paying the deposit, if required, in three equal payments, with one-third due in fifteen days, one-third due in thirty days and one-third due in sixty days.

(D) Establishment of New Accounts for Consumers With Prior Delinquent Balances. Where a customer has left the service territory with a delinquent balance and subsequently seeks to obtain new service, the Cooperative shall provide the customer with the option to either pay the balance in full prior to establishing new service or to establish a reasonable repayment arrangement, as set forth in Public Service Board Rule 3.302; however, no payment toward the balance from the prior account shall be required as a condition of establishing service. The Cooperative may request a security deposit, consistent with Public Service Board Rule 3.202 through 3.205.

(E) Budget Billing Plans. The Cooperative shall offer budget payment plans to a customer at a primary residence, as defined in PSB Rule 3.201 in accordance with the following:

- (1) The plan shall be designed to reduce fluctuations in the customer's bills due to seasonal patterns of consumption and seasonal rates.
- (2) A customer may elect to participate in the budget billing plan at any time of year. A budget payment plan shall be based on the customer's recent twelve-month consumption, adjusted for known changes, including anticipated length of occupancy. If twelve months of billing data are not available for the customer, then twelve months of billing data for the premises shall be used. If twelve months of billing data are not available for the premises, then the Cooperative shall estimate the future consumption over the next twelve-month period. Each plan shall provide that bills clearly identify consumption and state the amounts that would be due without budget billing.
- (3) The monthly payment due shall not exceed one-twelfth of the annual estimated bill, or the estimated average monthly amount for customers

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who expect to be in a dwelling for less than one year, as defined in subsection (D) (2) of this section. Between three and six months after the payment plan is initiated, the Cooperative shall compare the payment plan bill with projected energy consumption and shall make adjustments necessary to minimize under-or overpayment by the customer. Between six and nine months after the payment plan is initiated, the Cooperative may compare the payment plan with the projected energy consumption and if the difference exceeds 10% of the estimated annual consumption, the Cooperative may adjust the monthly payment amount. Additionally, the Cooperative shall reconcile a customer's budget payment plan twelve months after initiating the customer's plan and annually in May thereafter. 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.

- (4) Any customer who applies for the plan and has a delinquent balance shall have the right to pay the delinquency in an extended repayment plan concurrent with the budget plan.
- (5) Any customer who applies for budget billing shall be informed in writing that any disputed terms or conditions for such a billing plan may be referred to the Consumer Affairs Division of the Department of Public Service. Notice to the customer shall include the division's address and toll-free number.
- (6) Accounts of customers that remain unpaid for a period of sixty (60) consecutive days from the due date may be removed from the plan. These customers will not be eligible for the budget billing until the account is current or for a period of twelve months, whichever occurs sooner.

51 (F) Equal Treatment of Payments. The Cooperative shall treat all payments made by any person including the customer in the same manner unless the Cooperative receives instructions to the contrary. Payments shall be applied toward the delinquent portion of the account before being applied to the current bill unless written instructions from the customer, a disputed bill, or payment arrangements require otherwise.

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(G) Household Rule. The Cooperative shall not disconnect or refuse service to a customer due to a delinquent bill owed by another person unless a person owing a delinquent bill, resulting from service to that household, resides in the same household.

(H) Establishment of a Reasonable Repayment Plan. When establishing a reasonable repayment plan, the Cooperative shall consider the income and income schedule of the customer, if offered by the customer, the customer's payment history, the size of the arrearage and current bill, the amount of time and reason for the outstanding bill and whether the delinquency was caused by unforeseen circumstances.

Disconnection Notice Form

3.303 The notice form required under Section 3.302 and defined in Section 3.301 shall contain the following information:

(A) a statement that the customer's account is delinquent, a statement of the amount of the delinquency, and a statement that service will be disconnected unless:

- (1) the delinquency is paid in full by a certain date; or
- (2) the customer enters into a reasonable agreement with the Cooperative to pay the delinquency by means of a repayment plan; or
- (3) the customer denies the existence of any delinquency in excess of \$50.00, submits the dispute to the Board, and the Board advises the Cooperative not to disconnect service; or
- (4) the customer presents to the Cooperative (or gives actual notice that he or she will, within seven days, present to the Cooperative) a statement from a duly licensed physician certifying that disconnection will result in an immediate and serious health hazard to the customer or to a resident within the customer's household, provided that use of 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 State of Vermont, Public Service Board;

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(B) the dates and times of day when the Cooperative may disconnect service if the customer does not take appropriate action as described above;

(C) a statement that the Cooperative will negotiate a reasonable agreement for payment of the delinquency by means of a repayment plan and that if, after entering such negotiations, the customer does not believe the Cooperative's terms to be reasonable, the customer may request the assistance of the Consumer Affairs Division of the Department of Public Service in conducting further negotiations;

(D) the name(s) or title(s), address(es), telephone number(s) and business hours of the Cooperative representatives with whom the customer may make any inquiry or complaint, and a statement that telephone calls made from within Vermont for such purposes may be made collect or toll free;

(E) the address, telephone numbers, including the toll-free number, and business hours of the Consumer Affairs Division of the Department of Public Service, and a statement that, in addition to providing assistance or advice as to negotiations with utilities, the Division can provide information as to how to submit to the State of Vermont, Public Service Board, a dispute over the existence of a delinquency;

(F) the itemized cost that may be charged to the customers for disconnection, collection and later restoration of service and, if a deposit may be required for restoration of service, an explanation of how the amount will be calculated;

(G) if disconnection is to occur between November 1 and March 31, inclusive, a list as annually compiled and distributed by the Department of Public Service, of the names, addresses and telephone numbers of governmental and private agencies which may provide assistance to customers in paying their electric bills;

(H) an offer to arrange a monthly installment plan for the payment of future bills, provided, that such offer need not be made if the account is for service at premises not used as a principal residence; and

(I) a statement that service to households with any member aged 62 or older shall not be disconnected between November 1 and March 31 if outdoor temperatures are forecast to fall below 32 degrees Fahrenheit during a 48-hour period beginning at the anticipated time of disconnection, provided that the account holder furnishes advance written notice to the

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Cooperative that the household qualifies under this paragraph, and if requested by the Cooperative, furnishes reasonable proof of such qualification; and

(J) any other information not inconsistent with the above and which has received prior approval of the State of Vermont, Public Service Board.

Winter Disconnections

3.304 Electric service may not be disconnected to any residential customer between November 1 and March 31, inclusive, unless, in addition to complying with all other requirements of this rule, the Cooperative has complied with the following:

(A) The Cooperative shall make reasonable attempts to give the customer actual oral notice of the information required by Section 3.303. If actual oral notice has not been given in any other manner, reasonable attempts shall consist of at least the following: three telephone calls made at least three hours apart to a telephone number provided by the customer for this purpose or, if no such number has been provided, to the customer's number as it appears in the telephone directory or as obtained from directory assistance, and a personal visit to the premises at which service is provided. Actual oral notice given by one of these methods (telephone calls or personal visit) eliminates the need for further attempts by any other method.

- (1) The notice required by this paragraph may be given to either the customer or to another responsible adult at the premises where service is to be disconnected.
- (2) If actual oral notification has not otherwise been given, at least one of the telephone calls made to comply with this section shall be placed between the hours of 5:30 p.m. and 9:30 p.m. on a business day.
- (3) A telephone call to a telephone not removed from service that results in a busy signal or in any other condition preventing communication, or an unanswered call which has not been allowed to ring for at least 60 seconds, shall not count toward satisfaction of the requirement of this section.
- (4) The unavailability of a customer's telephone number shall excuse compliance with the requirement to attempt notification by telephone.

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- (5) If no responsible adult is at the premises when a personal visit made in compliance with this paragraph occurs, a notice containing the information required by Section 3.303 shall be left in a secure and conspicuous place.
- (6) When oral notification is given in compliance with this paragraph, in addition to giving the information required by Section 3.303, the Cooperative shall advise the customer or other responsible adult as the case may be, that oral notification is not required to be given in connection with any subsequent disconnection which may occur during the same winter season.

(B) If, after complying with the requirements of subparagraph (A), actual oral notification has not been given, then, at least 48 hours before disconnection is to occur, the Cooperative shall report to the Department of Public Service, in writing or by telephone, the customer's name, address and, if available, telephone number. The Cooperative shall be prepared to provide a description of the observations of the person who attempted to give oral notice by personal visit as to whether the premises appear to be occupied.

(C) If the customer has been given actual oral notice during the current winter period with respect to a previous delinquency, compliance with subparagraphs (A) and (B) shall not be required, provided that the Cooperative shall deliver or mail to the premises at which service is to be disconnected (with a copy mailed to the customer's billing address if different) a notice containing the information required by Section 3.303. Delivery is complete

- (1) if made by personal service, upon actual delivery to the customer or his premises at least 48 hours prior to the disconnection, not counting Vermont holidays, and
- (2) in the case of notice by mail, by deposit of the notice at any United States post office, postage prepaid at least four days prior to disconnection, not counting days when the postal service does not make regular deliveries of mail.

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Weather Service (phone 862-2475) forecast for the Burlington, Vt. area, or by another weather service approved by the Public Service Board, 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, the Cooperative is prohibited from performing disconnections.

- (2) Electric 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 and 10 a.m. on the anticipated date of disconnection, provided that the account holder furnishes advance written notice to the Cooperative that the household qualifies under this paragraph. The Cooperative may require reasonable proof of such qualification under this subparagraph.

Notice Under Repayment Plan

3.305 (A) Notwithstanding the provisions of 3.301(C), when the Cooperative proposes to disconnect service because of a customer's failure to abide by the terms of a repayment plan it shall deliver or mail to the address at which service is to be disconnected (with a copy mailed to the customer's billing address if different) a notice containing the information required by Sections 3.303(A)(1) and 3.303(B). If made in person, delivery shall be effected at least 72 hours prior to disconnection; if the notice is mailed, it shall be deposited in a United States post office at least five days prior to disconnection. In lieu of giving written notice, the Cooperative may give notice orally, in person or by telephone, at least 72 hours prior to disconnection. Substantial compliance with a repayment plan established under Section 3.307(B) or Section 3.302(B)(6) shall be demonstrated if the customer has paid at least 75 percent of each agreed-upon payment as due.

(B) The manner of notice provided for in subparagraph (A) shall be sufficient even in the case of disconnection in the winter, provided that the Cooperative shall have given oral notice of the information contained in Section 3.303 at the time the repayment plan was entered into and provided the terms of the repayment plan were reasonable.

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(C) Disconnection resulting from failure to meet the terms of a repayment plan shall occur only after the Cooperative has issued notice in accordance with Section 3.305(A).

Time and Notice of Disconnection

3.306 Disconnection of electric service shall occur only between the hours of 8:00 a.m. and 2:00 p.m. of the business day, specified on the notice of disconnection, or within four business days thereafter between April 1 and October 31, inclusive, and within eight days thereafter between November 1 and March 31, inclusive; provided, however, if the Cooperative has available personnel authorized to reconnect service and enter into arrangements on behalf of the Cooperative 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. When service is disconnected at the premises of the customer, which shall include disconnection at a pole at or near the premises of the customer, the individual making the disconnection shall immediately inform a responsible adult on the premises that service has been disconnected, or 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 and what the customer has to do to have service restored.

Restoration of Service

3.307 (A) If service has been disconnected, the Cooperative shall within twenty-four 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 customer and the Cooperative regarding the dispute which led to the disconnection or when directed to do so by the Board.

(B) The Cooperative shall restore service if the disconnected customer pays one-half of the delinquent bill, or a lesser negotiated amount, before restoration and enters into a repayment plan to pay the balance over a minimum period of three months, except that the Cooperative is not obligated to enter into more than two plans of this type with a particular customer within a calendar year.

(C) Restoration of service, to the extent feasible, shall be done so as to avoid charging customers for overtime rates and other abnormal expenses.

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(D) The Cooperative shall not require prepayment of any non-recurring charges associated with disconnection and restoration of service as a condition of restoration of service. Such charges shall be paid within thirty days unless part of a repayment agreement.

(E) Upon receipt of a Physician's Certificate, as defined in Section 3.301(D), the Cooperative shall reconnect service as soon as possible, but in no event longer than 24 hours.

Filing Requirements

3.308 (A) The Cooperative shall file monthly with the Board, on a form provided by the Board, a statement reporting the following information regarding residential service for the previous month: the number of bills forwarded to customers, the number of disconnection notices sent, the number of actual disconnections, the number of reconnections made within 15 days of disconnection, the number of repayment plans entered into, the number of repayment plans that were broken, and dollar amount of delinquencies for which disconnections were made.

(B) If the Cooperative fails to file information required in Section 3.308(B) within six months of the month being reported it shall be precluded from disconnecting any residential customers.

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VERMONT ELECTRIC COOPERATIVE, INC.
ELECTRIC BILL INFORMATION- RULE 4.200

Requirement

4.201 The Cooperative shall provide to each customer a listing of the price components of that customer's rate or rates. The listing need not show the actual usage of the customer, but shall identify the customer charge, the rate or rates per kW and kWh, and whatever additional information may be necessary to calculate an actual bill. The price components of electricity provided by the Vermont Department of Public Service shall be identified as such.

Frequency

4.202 The listing shall be sent to each customer on at least the following occasions:

(A) No more than sixty days nor less than fifteen days prior to the start of any peak-season rate period.

(B) As soon as practicable after the Cooperative knows that it will put a rate change into effect.

(C) During January of any year when neither of the above events has occurred within the previous twelve months.

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VERMONT ELECTRIC COOPERATIVE, INC.
EASEMENTS AND RIGHTS-OF-WAY

1. Each customer shall grant adequate easements and rights-of-way satisfactory to the Cooperative necessary for customer's proper service connection. Failure on the part of the customer to grant adequate easement and right-of-way shall be grounds for the Cooperative to refuse service. If the customer is a tenant or a mortgagor and his right of occupancy does not include authority to grant the Cooperative the foregoing rights, he shall obtain his landlord's or his mortgagee's authority to grant the Company the foregoing rights, and the Cooperative may require that such authority be evidenced in writing by the landlord or mortgagee.

2. When the Cooperative discovers that a customer or his agent is performing work or has constructed facilities adjacent to or within an easement or right-of-way and such work, construction or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules or regulations, or significantly interferes with the Cooperative's access to equipment, the Cooperative shall notify the customer or his agent and shall take whatever actions are reasonable and necessary to eliminate the hazard, obstruction or violation at the customer's expense. In the case of underground facilities, the customer shall not erect or maintain or permit to be erected or maintained any building or structure over such facilities and shall not plant or permit to be planted any trees over such facilities.

COOPERATIVE PROPERTY

The Cooperative shall have the right to install, maintain and operate such Cooperative-owned facilities on the premises of the customer as in its judgment may be required to render electric service to the customer in accordance with this Tariff whether such facilities shall be overhead or underground and whether the premises of the customer are owned by or leased to the customer, and shall have the free right at all reasonable times to enter upon said premises for the purpose of maintaining, repairing, replacing or removing such facilities. Normally such facilities will consist of, but they shall not be limited to, overhead or underground service wires or Cooperative-owned meter or meters and associated equipment.

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VERMONT ELECTRIC COOPERATIVE, INC.
LINE EXTENSION POLICY

1. Applicability

This electric service extension policy applies to all single-phase and multi-phase service extensions to customers of the Cooperative.

2. Definitions

(a) **Service Extension:** The electric facilities required to connect the power line existing at the time of request for service to the customer's premises. The service extension shall include all poles, primary wiring, secondary wiring, transformer(s), meter(s), right-of-way acquisition and clearing, trenching and backfilling, installation, and any other one-time cost items associated with serving a new customer.

(b) **Service Drop:** A 100-foot overhead power line from the secondary of a transformer(s) to the point of contact at the customer's facility, the pole-mounted transformer(s) and the meter(s). The service drop is a minimum overhead secondary electrical connection and shall not include poles, primary wiring, right-of-way acquisition and clearing, trenching and backfilling, installation, and any other cost item required to serve a new or relocated customer.

(c) **Contributions-In-Aid-Of-Construction:** The monetary contributions to the Cooperative by a customer requesting service to design, furnish, place and construct such primary and secondary service extensions as are necessary to render the service requested.

(d) **Conduit:** The pipe that encloses and protects electric conductors in underground power installations, including necessary fittings and connectors.

(e) **Customer Owned Lines:** Electric service lines, at either primary or secondary voltage, extending from the terminals of the Cooperative's meter on the customer's side to the premises being served.

(f) **Looped Electric Utility Service:** Electric service provided to a customer from a distribution line which receives, or is capable of receiving, its electric supply from both directions of the distribution line.

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VERMONT ELECTRIC COOPERATIVE, INC.
LINE EXTENSION POLICY (cont'd)

3. Contributions in Aid of Construction of Service Extension.

Upon written application of the owner of any property, or occupant with the consent of the owner, the Cooperative will furnish, place and construct such primary and secondary service extension as is necessary to render the service requested. The total cost of the service extension, less any credits outlined below, shall be paid by the party requesting the service extension. This requirement is subject to the following conditions/exceptions:

(a) Line Assessment Charges: All customer charges for construction of new utility lines shall be based on the actual costs to the Cooperative. However, average costs shall be charged for those elements for which average costs are specified in the tariff.

(b) Service Drop Credit: each new customer is entitled to a credit equal to the cost of the service drop(s) as defined above. However, if the cost of a line extension is less than the cost of the service drop(s) as defined above, the amount of the service drop credit shall be the same as the cost of the extension.

(c) Installation of Conduit: the additional cost of installation of conduit for underground primary line extensions shall be shared equally between the customer and the utility. The cost of trenching and backfilling of the trench shall be the responsibility of the owner of the property.

(d) A new customer shall first execute an agreement to pay VEC the Line Extension charges according to the tariff then in effect, and where applicable shall contract to pay VEC the Contribution-in-Aid-of-Construction for the Line Extension as provided in Section 4. Payment shall be made prior to construction. Further payment or refund, due to change in construction, shall be due within thirty (30) days after completion of construction (or of billing, whichever is later).

4. Cost Recovery Period for Contribution-in-Aid-of-Construction:

Whenever more than one customer is connected to said line extension, such contribution in aid of construction, however paid, shall be computed to yield to the Cooperative not more than the total cost of extending or expanding service to the new customer(s) less the service drop credit provided in Section III. 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 new customers connecting to said line to customers entitled to reimbursements 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.

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LINE EXTENSION POLICY (cont'd)

(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 contribution-in-aid-of-construction payments for new connections within the 15-year reimbursement period, an administrative fee based on actual costs not to exceed \$100.00 shall be retained by the Cooperative 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 the Cooperative's administrative fee, no reimbursements shall be made.

(d) All line extension reimbursements less the administrative fee shall be paid by the Cooperative 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 Vermont Public Service Board's Order of September 21, 1999, in Docket 5496.

5. Interest on Customer Funds Held by the Cooperative

(a) No interest shall be paid on the initial engineering fee of \$200.00.

(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 items (a) and (b) above, interest shall be paid at the same rate that the Cooperative pays on customer deposits to line extension customers on funds received in advance of construction (unless returned to the customer), from sixty (60) days after the payment is received by the Cooperative to the date of the commencement of the line extension construction.

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LINE EXTENSION POLICY (cont'd)

(d) No interest shall be paid by the Cooperative under item (c) above as a result of construction delays beyond the control of the Cooperative.

(e) Interest to be paid on funds received more than sixty (60) days in advance of the commencement of 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.

6. Construction Standards

All line extensions shall conform to the latest edition of the National Electrical Safety Code at a minimum.

7. Use of Private Contractors for Line Extensions

Customers may hire private contractors for construction of routine distribution line extensions. The Cooperative will design the line extension and monitor the construction of these lines at the customer's expense. VEC will accept no responsibility for the performance of contractors hired by a customer, including but not limited to the timeliness of work completion and difficulties associated with complex or difficult construction conditions. Contractors may install used equipment only with the prior written consent of the Cooperative. All poles must be new.

8. Appropriate Customer Payment of Contributions-in-Aid-of-Construction for Service Relocations

For all relocated distribution lines that provide a benefit to the Cooperative, customers who request the relocation shall reimburse the Cooperative for distribution line relocations according to the following formula:

Where:

$$\begin{aligned} \text{CP TAX ADJ.} &= \text{New Line} + \text{PVDEP} - \text{SVEXISTING} \\ \text{CP TAX ADJ.} &= \text{Customer Payment, adjusted for any utility tax liability} \\ \text{New Line} &= \text{Total cost of relocating the line today} \\ \text{PVDEP} &= \text{Present value of any unrealized depreciation expense associated with the existing line} \end{aligned}$$

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LINE EXTENSION POLICY (cont'd)

^{SV}EXISTING = Salvage Value of existing line (including line removal costs)

9. Change in Presumption as to Reimbursements for Contributions-in-Aid-of-Construction

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 the utility to the grantor.

10. Policy Distribution

The Cooperative will provide a copy of its line extension policy to each line extension customer. Moreover, the line extension policy is posted on the Cooperative's website.

11. Ownership of Facilities

Residential customers shall not be allowed to own primary overhead lines. Where the Cooperative and customer agree that such ownership is appropriate, the Cooperative may, at its option, petition the Public Service Board for a waiver of this prohibition. Customers shall be allowed to own primary underground line extensions, provided that the Cooperative notifies the "Dig Safe" program of the location of the line. No petition for waiver shall be required for a customer to extend or connect to a line already owned by that customer.

12. Where Application Impractical or Unjust

The Cooperative will, to the extent possible, try to accommodate individual customer line extension needs, but no deviations from this tariff will be granted that will result in significant additional maintenance problems for the Cooperative, and additional costs resulting from the accommodation will be the responsibility of the customer. Where the application of these regulations appears impractical or unjust, any party affected by such applications may refer the matter to the Public Service Board for a ruling for the approval of special conditions.

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LINE EXTENSION POLICY (cont'd)

13. Engineering Fee

An applicant who desires electric service or requests a line relocation shall pay an engineering fee of \$200, which will authorize the Cooperative to perform preliminary engineering sufficient to develop a cost estimate of providing electric service. Additional estimates will be subject to an additional \$200 engineering fee. If, after the Cooperative 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 projects, the engineering fee will be refunded. If the applicant subsequently authorizes the Cooperative to construct an electric service extension or relocation, VEC may require a prepayment equal to ten percent of the preliminary estimated cost before any additional engineering services are provided. This prepayment will be deducted from the total cost of the new line extension or relocation.

14. Cost Calculations

All costs set forth herein are based upon a calculation of the average costs incurred by VEC during a recent eleven-month period for each of the identified construction elements. The additional cost of installation of conduit for underground primary line extensions has been shared equally between the customer and the utility.

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LINE EXTENSION POLICY (cont'd)

SINGLE PHASE SERVICES FROM OVERHEAD PRIMARY DISTRIBUTION LINE

	<u>COST</u>
1. Meter on Pole, Member Runs Own Service	\$ 860
2. Overhead Service within 100 Feet	\$1,229
3. Overhead Service conductor in excess of 100 feet	\$2.81/ft.
4. Underground Service:	\$1,707
A. Fixed Costs on pole	\$1,092
Fixed Costs on house	\$ 615
B. Service:	
Conductor: Labor \$1.03/ft Material \$1.89/ft	\$2.92/ft
Conduit: Labor \$1.03/ft Material \$1.36/ft-0.68VEC	\$1.71/ft

SINGLE PHASE SERVICE FROM UNDERGROUND PRIMARY DISTRIBUTION LINE

1. Transformer Differential – if applicable	\$990
2. Service Termination	\$501
3. Service:	
Conductor: Labor \$1.03/ft Material \$1.89/ft	\$2.92/ft
Conduit: Labor \$1.03/ft Material \$1.36/ft-0.68VEC	\$1.71/ft

METER SOCKETS: Meter sockets may be purchased from the Cooperative at its cost including handling and installation.

PRIMARY SINGLE PHASE DISTRIBUTION LINE – POLES SET BY COOPERATIVE

1. One Pole Primary Extension – Any Length	\$4,382
2. Each Additional Span – Tangent Pole	\$2,602
3. Each Additional Span – Corner Pole	\$3,480
4. Pole Set in Line	\$1,660
<u>Additional Items</u>	
5. Guy & Guy Guard	\$ 247
6. Anchor	\$ 447
7. Overhead Guy	\$ 295
8. Stub Pole	\$1,424
9. Push Brace	\$ 577
10. Tree Wire	\$ 0.73/ft

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LINE EXTENSION POLICY (cont'd)

The preceding charges denominated 1-10 shall be reduced by the amount, if any, the Cooperative receives from any telephone company in payment for joint ownership of poles.

PRIMARY SINGLE PHASE DISTRIBUTION LINE - POLES SET BY TELEPHONE COMPANY AT ITS EXPENSE

1.	One Pole Primary Extension – Any Length	\$3,271
2.	Each Additional Span – Tangent Pole	\$1,491
3.	Each Additional Span – Corner Pole	\$2,369
4.	Pole Set in Line	\$ 549

PRIMARY SINGLE PHASE DISTRIBUTION LINE – POLES SET BY TELEPHONE COMPANY FOR JOINT OWNERSHIP WITH COOPERATIVE

1.	Each Pole Set By Telephone Company	\$ 768
2.	One Pole Primary Extension – Any Length	\$3,271
3.	Each Additional Span – Tangent Pole	\$1,491
4.	Each Additional Span – Corner Pole	\$2,369
5.	Pole Set in Line	\$ 549

UNDERGROUND PRIMARY SINGLE PHASE EXTENSIONS

1.	Fixed Costs: (Either A, B ,C or D)		
	A. From Pole	\$2,768	
	B. From Concrete Pad or Vault	\$ 643	
	C. Cut Vault into Existing, Underground Primary-for primary	\$2,352	
	D. Cut Vault into Existing, Underground Primary-for sec/serv	\$1,681	
2.	Miscellaneous Additional Units as Required	Installed	Mtrl Only
	A. Module UM3-02	\$ 348	
	B. Elbow Terminator UM3-1	\$ 218	
	C. Fiberglass Vault UM1-4/w/ground	\$ 771	\$ 433.00
	D. Vault Cover UM1-4A	\$ 287	\$ 219.00
	E. Single Phase Cabinet UM1-5,w/ground	\$ 1,219	\$ 711.00
	F. Jumper (UM630) UM6-30	\$ 469	
3.	Primary:		
	Conductor: Labor \$1.36/ft Material \$3.36/ft	\$ 4.72/ft	
	Conduit: Labor \$1.03/ft Material \$1.36/ft-0.68VEC	\$ 1.71/ft	

Issue Date: April 11, 2008

Effective: May 27, 2008

VERMONT ELECTRIC COOPERATIVE, INC.
LINE EXTENSION POLICY (cont'd)

15. Temporary Service Boards

The customer is encouraged to provide facilities for permanent energizing of new services. Upon request and with prior approval, VEC will provide a Temporary Service installation and board for a non-refundable fee of \$60.00, and a refundable deposit of \$240.00 to cover the replacement cost of the service board. If, after ten (10) months from the installation date, the service board has not been returned in good condition the deposit will be forfeited.

16. Short Term Construction Service

A customer who requires electric service for a short period of time, which will not result in a permanent energized service, shall pay a non-refundable fee of \$600.00 to cover the cost of installing and removing such short-term service.

17. Actual Cost Billing

Any work performed by VEC on behalf of a customer associated with a line extension, which is not specifically covered by the charges contained in this tariff, will be billed to the customer at VEC's actual costs of performing the service.

Issue Date: April 11, 2008

Effective: May 27, 2008

VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES

I. DEFINITIONS

- (A) The tariff is effective in all of Vermont Electric Cooperative, Inc.'s Vermont service area for attachments to distribution poles. The Vermont Electric Cooperative, Inc. is referred to as "Owner" for purposes of this Tariff.
- (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 Service Board, or a Broadband Service Provider, seeking to attach a facility (or having 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. 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.
 4. 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.
 5. 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.
 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. 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

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VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES, cont'd

required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

II. RIGHT OF ACCESS

- (A) 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.
- (B) 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.
- (C) 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.
- (D) 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.

III. SPECIFICATIONS

- (A) 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.

Issue Date: August 24, 2007

Effective: For bills rendered on and after February 1, 2008

VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES, cont'd

IV. APPLICATIONS FOR ATTACHMENT, SURVEYS AND MAKE READY WORK

- (A) 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.
- (B) 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.
- (1) 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.
- (2) 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.
- (C) 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.
- (D) 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:
- (1) Survey work on fewer than 0.5% of Owner's poles or attachments shall be completed within 60 days.
- (2) Survey work on 0.5% or more but less than 3% of Owner's poles or attachments shall be completed within 90 days.

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

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VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES, cont'd

be negotiated in good faith and shall be reasonable in light of subsections (1) and (2) above.

- (E) 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 makes any attachments.
- (F) 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.
- (G) 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.
- (H) Additional Payment Obligations:
- (1) 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.
 - (2) 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.
 - (3) 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.

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Effective: For bills rendered on and after February 1, 2008

VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES, cont'd

- (4) The costs of any modification that is also specifically used by other existing attaching entities shall be apportioned accordingly.
- (5) 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).
- (I) 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:
- (1) Make-ready work on fewer than 0.5% of Owner's poles or attachments shall be completed within 120 days of authorization and payment.
 - (2) 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.
 - (3) 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.
- (J) 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.
- (K) Outside Contractors: The Owner shall maintain a list of contractors whom it allows to perform surveys, make-ready work, 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.

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VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES, cont'd

- (L) Overlashing: Any overlashing 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 overlashing.
- (1) No additional application or payment is required for an Attaching Entity to overlash 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.
 - (2) 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.
 - (3) 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.
- (M) 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.

V. MISCELLANEOUS

- (A) 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.
- (B) 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.

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

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VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES, cont'd

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.

- (C) 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, said license shall not operate retroactively or constitute a waiver by Owner of any of its rights or privileges under this Tariff or otherwise.

VI. NOTICES FROM OWNER

- (A) Owner shall provide the Attaching Entity 60 days' written notice prior to:
 - (1) 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
 - (2) Increasing pole attachment rates by contract or tariff.
- (B) 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.
- (C) 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

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VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES, cont'd

attachments, the Attaching Entity shall save the Owner harmless from all obligations, liability, damages, cost, expenses or charges incurred or arising after Owner has removed its attachments.

- (1) 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 Licensee 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.

52 VII. INDEMNIFICATION

- (A) 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.
- (B) 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

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VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES, cont'd

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.

- (C) 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.

VIII. INSURANCE

- (A) 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.
- (B) The amounts of such insurance, without deductibles against liability due to:
- (1) Damage to property shall not be less than \$1,000,000.00 as to any one occurrence, and \$5,000,000.00 aggregate; and
 - (2) 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.
- (C) 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.
- (D) 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.
- (E) 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

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Effective: For bills rendered on and after February 1, 2008

VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES, cont'd

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.

IX. DEFAULT

- (A) 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 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.
- (B) 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.
- (C) 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 months from the date of termination. If the Attaching Entity does not remove its attachments within the said six 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 Licensor until such attachments are removed.

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VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES, cont'd

SUBJECT: POLE ATTACHMENTS

POLICY: 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 Vermont Electric Cooperative, Inc. (the "Cooperative" or "VEC"), including poles in the service area formerly owned by Citizens Communications Company.

RATE: \$4.22 per foot of attachment times VEC ownership percentage

Applicability: This rate shall apply to all Attaching Entities and shall be calculated in the following manner:

- A. Cable Television operators, which do not provide local exchange telephone service, shall be presumed to occupy one (1) foot of pole space.
- B. 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.

BILLING
PROCEDURE:

Attachment shall be billed in advance, on or about January 1 annually, and shall be made 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 proceeding year.

Additionally, the Cooperative will calculate the fee associated with any permits issued during the calendar year beginning with the January 1 billing date, based on the month of issuance of any such permits, and add it to the next annual rental invoice. Permits issued during any month shall be considered issued for that entire month.

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VERMONT ELECTRIC COOPERATIVE, INC.
COST, MAINTENANCE AND USE OF POLES, cont'd

A late payment shall accrue and be payable at the rate of 1 1/4% per month commencing thirty (30) days after the billing date.

Other Charges: The Attaching Entity shall be billed in advance for all charges associated with make-ready survey and make-ready work, 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.

TERMS AND
CONDITIONS:

Subject to the provisions of Vermont Public Service Board Rule 3.700, as amended effective September 1, 2001, the terms and conditions contained in the attached Tariff for Cost, Maintenance, and Use of Poles which takes effect on or after November 16, 2004, or if a later effective date is mandated under applicable tariff filing requirements, as soon thereafter so as to comply with applicable tariff filing requirements, shall apply to any Attaching Entity which has or makes attachments to poles owned by the Cooperative.

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VERMONT ELECTRIC COOPERATIVE, INC.
PROTOCOL IN CONNECTION WITH POLE ATTACHMENTS
BY WIRELESS BROADBAND SERVICE PROVIDERS
OR WIRELESS TELEPHONE SERVICE PROVIDERS

A. INTRODUCTION

This Protocol establishes the requirements to be implemented in connection with the attachment of facilities by Wireless Broadband Service Providers or Wireless Telephone Service Providers (individually or together the “Customer”) to space on utility distribution poles that are not ordinarily used for attachments including space ordinarily used only for the attachment of electric distribution facilities or for equipment that is unusually large. This Protocol applies only to Wireless Broadband Service Providers and Wireless Telephone Service Providers seeking to attach Wireless Service Provider’s Facilities in the Electric Supply Space. Nothing herein is intended to confer any right to a Wireless Broadband Service Provider or Wireless Telephone Service Provider to attach cables, fibers, lines, strands or other attachments from pole to pole. Such attachments are governed under other provisions of the Company’s Pole Attachment Tariff. To the extent this Protocol differs from other Tariff provisions, this protocol controls; otherwise relevant Tariff sections apply.

B. DEFINITIONS

Wireless Telephone Service Providers: Any entity authorized to do business in the state of Vermont that seeks to attach facilities that ultimately will be used to offer wireless telephone access to the public. A Wireless Telephone Service Provider who does not hold a certificate of public good from the Board must, before availing itself of the provision of Board Rule 3.700 and this Tariff, file with the Board and any affected Pole Owning Utility an affidavit that sets forth the Provider's name, form of legal entity, contact information, agent for service of process, proposed general area of service, proof of insurance in the amounts specified in Article XIV of this Tariff, and a representation that the Provider will abide by the terms and conditions of Rule 3.700 and the Owner's rules and regulations for pole attachment service (including the Owner's Protocol filed pursuant to Section 3.708(K) of the Board's Rule), and Orders issued by the Board.

Electric Supply Space - The space on a utility pole not ordinarily used for attachments pursuant to the Company's Rules and Regulations for Pole Attachment Service including space ordinarily used only for the attachment of electric distribution facilities. Wireless Service Provider's Facilities - Any antenna, hardware, cable, wire, apparatus or other facilities, attachment or addition to a pole or right of way by a Wireless Broadband Service Provider or Wireless Telephone Service Provider and used in its provision of wireless internet access or wireless telephone service to the public. Licensed Professional Engineer - A person licensed to provide professional engineering services pursuant to Chapter 29 of Title 26 of the Vermont Statutes Annotated.

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VERMONT ELECTRIC COOPERATIVE, INC.
PROTOCOL IN CONNECTION WITH POLE ATTACHMENTS
BY WIRELESS BROADBAND SERVICE PROVIDERS
OR WIRELESS TELEPHONE SERVICE PROVIDERS, cont'd

Construction Standards - The engineering and construction requirements for the attachment of Wireless Service Provider's Facilities to Company' poles developed and maintained by the Company. The purpose of the Construction Standards shall be to provide guidance for the attachment of Wireless Service Provider's Facilities so as to protect the public's health and safety, protect worker safety, provide for the least-cost provision of electric service, and maintain the stability and reliability of the Company's electric system. The Company reserves the right to update its Construction Standards from time to time.

C. ATTACHMENT

1. Broadband Service Providers and Wireless Telephone Service Providers shall be allowed Attachments for the placement and maintenance of Wireless Service provider's Facilities on such locations on the pole or a separate pole as are specified in the Authorizations issued by the Company as permitted under the
VERMONT ELECTRIC COOPERATIVE, INC.
PROTOCOL IN CONNECTION WITH POLE ATTACHMENTS
BY WIRELESS BROADBAND SERVICE PROVIDERS
OR WIRELESS TELEPHONE SERVICE PROVIDERS, cont'd

Company's Tariff, this Attachment Protocol and PSB Rule 3.700.

2. The Customer's Attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Bell System Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA), the Vermont Occupational Safety Health Act (VOSHA), the Company's Construction Standards, and any other governing authority having jurisdiction over the subject matter. Where a difference in specifications exists, the more stringent shall apply, provided that if the Company's Construction Standards are the more stringent, the Company must provide such standards to the Customer reasonably in advance before construction work is begun. The Company shall provide a copy of its Construction Standards to the Customer upon its request.
3. As determined by the Company, the Customer's Attachment may be made to a separate pole, provided by the Company, and paid for by the Customer, if:
 - a. the proposed Attachment cannot be made to the existing pole consistent with the provisions in paragraph (2) above;

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VERMONT ELECTRIC COOPERATIVE, INC.
PROTOCOL IN CONNECTION WITH POLE ATTACHMENTS
BY WIRELESS BROADBAND SERVICE PROVIDERS
OR WIRELESS TELEPHONE SERVICE PROVIDERS, cont'd

- b. the separate pole is requested by the Customer; or
- c. the provision of the separate pole is less expensive than the proposed Attachment to the existing pole.

D. APPLICATION

The Customer shall provide the Company with a completed application accompanied by an advance payment in accordance with Article IV- Advance Payment of this Tariff requesting review of one or more proposed location for the placement and maintenance of Wireless Service Provider's Facilities. In that application, the Customer shall provide the following information:

- 1. A set of design plans and specifications for each device or piece of equipment comprising the Wireless Service Provider's Facilities that the Customer proposes to have attached on a distribution pole. The Customer's design shall be certified by a Licensed Professional Engineer, at the Customer's expense, prior to its submission to the Company.
- 2. Proposed Attachment location by municipality, and Company line number and pole number when possible, including the specific points of attachment for the Wireless Service Provider's Facilities on each proposed pole.
- 3. If the Company is not the pole owning utility but is a franchised provider of electric distribution service with facilities located on the pole, the Customer shall submit a completed application to the Company and the pole owning utility.

E. MAKE READY SURVEY

A Make Ready Survey will be required for each pole for which the attachment of Wireless Service Provider's Facilities is requested.

F. MAKE READY WORK

- 1. The Customer shall be authorized to have Wireless Service Provider's Facilities attached within or above the Electric Supply Space consistent with the requirements of this Tariff and Protocol. All such installations of Wireless Service

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Provider's Facilities must conform to the most recent edition of the National Electrical Safety Code (NESC), The National Electric Code, Blue Book Manual of Construction procedures, state and local laws, Vermont Public Service Board Rule 3.700 regulation, and the Company's Construction Standards.

2. Installation and maintenance of Wireless Service Provider's Facilities located within or above the Electric Supply Space shall only be performed by the Company or its outside contractors qualified to work above the communication and safety zones within the Electric Supply Space on a distribution pole and shall be billable to the Customer. Installation shall be performed according to the Construction Standards developed by the Company. These standards shall be subject to revision from time to time and shall be made available to the Customer upon its request.

G. MAINTENANCE:

1. The Company shall, at the Customer's expense, construct and maintain the Customer's attachment of Wireless Service Provider's Facilities on the Company's poles, anchors and/or rights of way in a safe condition and in a manner acceptable to the Company, so as not to conflict with the use of the Company's poles, anchors and/or rights-of-way by the Company or by another authorized user of the Company's poles, anchors and/or rights-of-way nor electrically interfere with the Company's facilities thereon. Should the Company not be the pole owning utility but be a franchised provider of electric distribution service with facilities located on the pole, the Company shall exercise the same control, and the attachment shall be subject to the same requirements, as if the Company were the pole owning utility.
2. The Customer must contact the Company to indicate when maintenance of an Attachment is required and shall work cooperatively with the Company when the Company is performing maintenance work on its facilities and/or attachments. The Customer shall provide the Company with written instructions describing in sufficient detail the installation or maintenance work to be performed and shall reimburse the Company for its actual costs of such work if a part of the make ready process and by an established job order process if outside the normal make ready process. Cooperative practice shall include a system of notification or request for maintenance by phone, facsimile, answering system, or otherwise for scheduling purposes. Such system may be established between the parties via inter-company operating procedures that are consistent with the terms of this Tariff.

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BY WIRELESS BROADBAND SERVICE PROVIDERS
OR WIRELESS TELEPHONE SERVICE PROVIDERS, cont'd

3. Any tree trimming required for the Customer's facilities above the height of the communications space on a pole will be performed by the Company at the Customer's expense.
4. Any Customer Wireless Service Provider's Facilities installed below the safety zone on a pole shall be maintained by the Customer. The Customer must comply with the Company's time schedule and provide appropriate resources to assist the Company if the Company performs work on the poles on which the Customer maintains attachments of Wireless Service Provider's Facilities. Should the Customer fail to comply with the Company's time schedule or fail to provide appropriate resources to assist the Company, in addition to any other requirements of the Tariff, the Customer shall be responsible to reimburse the Company for all incremental costs it incurs due to the Customer's failure. In addition, the Company shall be authorized to remove the Customer's attached Wireless Service Provider's Facilities as is reasonably required to permit the Company to perform work on said poles.

H. OUTSIDE CONTRACTORS

The Company and the Customer shall maintain a list of contractors whom they allow to perform Make-ready surveys, Make-ready work, installation or maintenance, or other specified tasks upon the Customer's equipment. The Outside Contractors will operate under the supervision and control of the Company.

I. RF SIGNAGE AND SAFETY

An RF sign shall be placed on the pole that will indicate the safe approach distance from the antenna, or any other of the Customer's Wireless Service Provider's Facilities, based on the maximum permissible exposure limits as indicated in Table 1 of the FCC's Rule 47C.F.R. §1.131 0 in conjunction with its effective isotropic radiated power value and the operational frequency. The sign shall indicate the Customer's name and a 24-hour system operator contact so that notification can be given to appropriate personnel when needed. It shall be at least 9" X 11" in size. Both RF and power supply disconnect switches shall be provided. The RF disconnect switch shall be a "lock out" type so that the RF transmitter equipment is inoperable, such that the Company will have total control over operation when performing work in close proximity. The switching mechanism required to disable the RF transmitter shall be clearly marked with signage and it shall be located outside the maximum permissible RF exposure (safe approach) distance/radius from the antenna. A "keep out" tag shall be placed on the disconnected devices while service is being performed on the pole.

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PROTOCOL IN CONNECTION WITH POLE ATTACHMENTS
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OR WIRELESS TELEPHONE SERVICE PROVIDERS, cont'd

J. STORM RESTORATION

In the event of a storm, the Customer acknowledges that the Company's first priority will be the restoration of electric service to its Customers. Only after electric service is safely restored, will the Company provide maintenance on the Customer's Attachments.

K. DEFAULT

Should the Customer fail to pay any charges associated with its attachment, file bankruptcy, and/or stop conducting its business, or otherwise violate the terms and conditions applicable to its attachment, the Company may remove the attachment with thirty (30) days prior written notice. Failure to remove the Attachment does not constitute waiver of Company's right to do so.

L. ACQUISITION OF PROPERTY RIGHTS

Upon request, the Company may assist the Customer in securing easement rights or other rights to allow for the attachment of the Customer's Wireless Service Provider's Facilities on the Company's pole. The Customer shall be responsible for any and all costs associated with the Company's acquisition of these rights, including costs associated with exercising the Company's rights under eminent domain in a condemnation proceeding or in such other permitting or regulatory proceedings required to obtain such rights, licenses, permits or easements necessary for the attachments of the Customer's facilities to the Company's pole. To the extent that any rights of the Company for the placement of Wireless Service Provider's Facilities are found to be inadequate for the attachment of the Customer's facilities, the Customer agrees to indemnify the Company for actual costs, including attorney's fees, necessary or required to correct for such inadequacy.

Issue Date: September 3, 2008

Effective: For bills rendered on and after October 18, 2008

VERMONT ELECTRIC COOPERATIVE, INC.
SELF GENERATION AND NET METERING

1. AVAILABILITY

Applicable to customers who: (1) take service under another Cooperative tariff, (2) have received approval pursuant to 30 V.S.A. § 248 from the Vermont Public Service Board (“Board”) for a net metered system, and (3) employ an eligible system (as defined below) to generate electricity primarily for their own use and which system from time to time generates electricity in excess of the customer’s then current needs and is connected to deliver such excess electricity to the Cooperative’s distribution system. Customers must conform to all applicable requirements of 30 V.S.A. §§ 219a and 248 and to Board Orders, Rules, Regulations or electrical safety, power quality, and interconnection requirements pertaining to self-generation of energy for net metering. This tariff shall not supersede any terms and conditions of any other tariff under which the customer takes service from the Cooperative, which other terms and conditions shall continue to apply.

2. CHARACTER OF SERVICE

For the purpose of this tariff provision, an eligible system is defined as one which employs a renewable energy source and is either: (1) a system which is not in excess of 15 kilowatts (AC) capacity which utilizes a photovoltaic array, wind turbine or a fuel cell; or (2) a system which is not in excess of 150 kilowatts (AC) capacity which utilizes the anaerobic digestion of agricultural waste produced substantially on the same farm where the electricity (kWh) is self-generated. All eligible systems shall comply with applicable orders and requirements of the Board with respect to electrical safety, power quality, and interconnection. The customer shall be responsible for the maintenance, safety and condition of the eligible system.

3. MONTHLY BILL

The customer will be compensated by the Cooperative for any energy (energy or kWh) delivered to its system by allowing the customer’s billing meter to turn backwards and thus reduce the number of kWh purchased from the Cooperative. Energy delivered to the Cooperative in excess of kWh purchased from the Cooperative during any monthly billing period will be carried over on the bill to succeeding twelve (12) billing periods. Accumulated kilowatt-hour credits shall be used within twelve (12) months from the first credit month or shall revert to the Cooperative, without any additional or further compensation to the customer. The customer shall be responsible for all charges billed under the applicable rate for service with the exception being the netting of kWh (and related charges) as described above.

Issue Date: August 24, 2007

Effective: For bills rendered on and after February 1, 2008

VERMONT ELECTRIC COOPERATIVE, INC.
SELF GENERATION AND NET METERING (Cont'd)

Where it is not physically possible for the existing billing meter to turn backwards, the Cooperative shall provide a kWh meter appropriate for the customer's rate category, as determined by the Cooperative in accordance with applicable orders of the Board. Such meter will measure the flow of kWh from the customer to the Cooperative. For customers who are eligible for service under another applicable rate, avoiding the need for an additional meter by changing rate categories is permissible. For customers who desire a second meter for their own information, the Cooperative shall supply an appropriate additional meter. The installed cost of any additional meter shall be paid by the customer to the Cooperative and the meter shall be installed in accordance with the Cooperative's standards and shall be the property of the Cooperative. Energy recorded by such additional meter will be subtracted concurrently at the time of each billing from the kWh recorded by the Cooperative's billing meter. Energy delivered to the Cooperative in excess of kWh purchased from the Cooperative during any monthly billing period will be carried over on the bill to succeeding twelve (12) billing periods. Accumulated unused kilowatt-hour credits shall be used within twelve (12) months from the first credit month or shall revert to the Cooperative, without any additional or further compensation to the customer. Such additional meter shall be accessible to the Cooperative at all reasonable times, and shall not be removed or otherwise disturbed by the customer without advance written notice to and permission from the Cooperative. Such additional meter shall be located in reasonable proximity to the existing meter and subject to testing by the Cooperative at any time at the Cooperative's own expense upon reasonable advance written notice to the customer.

4. TERMS AND CONDITIONS

The customer shall be required to carry liability insurance in amounts as specified in applicable Rules, Orders or Regulations of the Board. Proof of insurance shall be furnished annually to the Cooperative.

Any customer seeking to take service in accordance with this tariff shall be required to submit a written application for a certificate of public good under 30 V.S.A. § 248 to the Board on forms specified by the Board, follow all procedures specified in those forms, and obtain such a certificate from the Board before connecting any eligible system to the Cooperative's distribution system or any portion of the customer's own electrical system that is itself connected to the Cooperative's electric distribution system.

Issue Date: August 24, 2007

Effective: For bills rendered on and after February 1, 2008

VERMONT ELECTRIC COOPERATIVE, INC.
SELF GENERATION AND NET METERING (Cont'd)

The authority under this tariff of any customer to connect any eligible system capable of delivering electricity to the Cooperative's distribution system will close after the total installed cumulative generating capacity of all eligible systems connected to the Cooperative's distribution system (or to any portion of the customer's own electrical system that is itself connected to the Cooperative's electric distribution system) equals one percent of the peak retail demand of both the Cooperative and the former Citizens Communications Company system during 1996. However: (1) such authority shall re-open should such installed cumulative generating capacity at any time fall below one percent of such peak retail demand and (2) the Cooperative may interconnect additional eligible systems above one percent of such peak retail demand if found by the Board to be in the public interest. Any customer seeking to take service in accordance with this tariff or to connect any eligible system to the Cooperative's electric distribution system (or to any portion of the customer's own electrical system that is itself connected to the Cooperative's electric distribution system) shall be responsible for contacting the Cooperative in advance of such connection to determine whether the total installed cumulative generating capacity of the eligible systems connected to the Cooperative's system already equals or exceeds such a one-percent level.

Any eligible system shall be subject to emergency disconnection of the system. An "emergency" shall be considered to occur when the interconnection of an eligible system represents a condition which is likely to result in imminent significant disruption of service to the Cooperative's customers or is imminently likely to endanger life or property.

If the Cooperative performs an emergency disconnection of an eligible system, the Cooperative shall notify the customer within 24 hours. If the emergency is not caused by the eligible system, then the Cooperative shall reconnect the system on cessation of the emergency. If the emergency is caused by the eligible system, then the Cooperative shall communicate the nature of the problem to the customer within five days, and attempt to resolve the issue with the customer. Within 30 days of such emergency disconnection, the Cooperative shall file a disconnection petition with the Board if the Cooperative and the customer have not reached a mutually agreed-upon resolution.

Non-emergency disconnections of an eligible system by the Cooperative shall follow the same process as set out above for emergency disconnections of such system, except that the Cooperative shall give no less than five working days' prior notice of the disconnection and such

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VERMONT ELECTRIC COOPERATIVE, INC.
SELF GENERATION AND NET METERING (Cont'd)

prior notice shall communicate the reason for the disconnection. If the eligible system is not the reason for the system's disconnection, the Cooperative shall reconnect the system as soon as the activity necessitating the disconnection ceases.

A customer shall be prohibited from reclosing a disconnect device, which has been opened and tagged by a Cooperative, without the prior approval of the Cooperative, or, in event of dispute, the Board. A customer who initiates a permanent disconnection of an eligible system shall promptly notify the Cooperative.

Issue Date: August 24, 2007

Effective: For bills rendered on and after February 1, 2008

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE GUARANTEES

1. Applicability: Vermont Electric Cooperative (VEC) shall offer the following service guarantees. These guarantees are available to all VEC customers.
 - a. Bills not rendered: VEC shall provide a credit of \$5.00 to any retail customer whose bill is not rendered within 7 days of the customer's scheduled billing cycle. In the event of systemic errors that affect in excess of 1000 customers in the same manner and the same incident (such as programming errors), the amount of service guarantees shall be capped at \$5,000 per incident. The \$5,000 shall be divided equally among all affected customers.
 - b. Bills found inaccurate: VEC shall provide a \$5.00 credit if a retail customer's bill is determined to be inaccurate, as defined in Section III.2.B of VEC's SQRP Successor Plan, as result of a customer complaint or found to be inaccurate by the company after the bill has been sent to the customer. In the event of systemic errors that affect in excess of 1000 customers in the same manner and the same incident (such as programming errors), the amount of service guarantees shall be capped at \$5,000 per incident. The \$5,000 shall be divided equally among all affected customers. Bills that are inaccurate in the customer's favor where VEC chooses not to collect are excluded.
 - c. Line Crew Appointments: In the case of where an appointment for a line crew is made to do work at a customer premise, VEC shall provide a credit of \$5.00, if the crew does not show up within a 2 hour window of the time the work was scheduled, or by the end of the agreed day if no appointment time was scheduled.
 - d. Meter work: VEC shall provide a credit of \$5.00 to any customer whose meter work order is not completed within 2 business days of the promised delivery date on the service order.
 - e. Delay days: VEC shall provide a credit of \$5.00 to any customer whose line work is not completed within 5 business days of the promised delivery date assuming the customer has met his or her requirements and is ready. This includes: line extensions; new service; disconnect/reconnects; new street/security light installations; street/security light maintenance; and

Issue Date: August 24, 2007

Effective: For bills rendered on and after February 1, 2008

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE GUARANTEES (cont'd)

temporary service connection. Any work that is compensated under paragraph c or d above shall not be eligible for this credit.

2. All credits owed to customers as a result of VEC's failure to meet the service guarantees described above in paragraph 1 will automatically be credited without the customer having to notify VEC. In the event a customer who is due a credit no longer has an account with VEC at the time the company determines a credit is due, VEC shall mail a check for the credit amount to the customer's last known address. All unclaimed funds will follow legal requirements regarding abandoned property.

3. Service guarantees that are not met as a result of weather-related delays, defined in Section II.10.k of the SQRP Successor Plan, will not be eligible for this program.

Issue Date: August 24, 2007

Effective: For bills rendered on and after February 1, 2008

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #1
RESIDENTIAL RATE

AVAILABILITY:

Available in all territory served by the Cooperative in Vermont.

APPLICABILITY:

Applicable to residential dwellings, individual apartments, and optional for farms.

CHARACTER OF SERVICE:

Single-phase, 120/240 nominal, or three-phase, 120/208, or 277/480 nominal voltage service is available. Service type and location shall meet with the Cooperative's review for reasonable safety, reliability, and accepted industry standards.

RATE PER MONTH

Customer Charge \$ 16.08

kWh Charge

0-100 kWh \$ 0.08150 per kWh

All kWhs in excess of
100 kWhs per month \$ 0.16452 per kWh

MINIMUM

The minimum charge under this schedule for all or part of a monthly billing period shall be the monthly customer charge.

MULTIPLE RESIDENTIAL METER PROVISION

Effective February 1, 2009 the practice of combining multiple residential meter usages servicing the same residential living quarters (additive metering) and billing as if the aggregated total was a single meter will be eliminated. Beginning February 1, 2009 the above RATE PER MONTH rates will be applied to the initial meter and the following rates will be used to bill each additional meter servicing the same residential living quarters.

Customer Charge per month \$5.25

kWh Charge for all kWh \$0.16452 per kWh

Issue Date: August 4, 2009

Effective: Multiple Residential Meter Provision effective for bills rendered on or after February 1, 2009; other provisions effective for service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #1
RESIDENTIAL RATE (cont'd)

TERMS AND CONDITIONS:

The Cooperative's General Rules and Regulations as set forth in this tariff, where not inconsistent with any specific provisions hereof, are part of this rate.

Service under this schedule is for the exclusive use of the customer and shall not be resold or shared with others.

Service under this schedule is limited to residential dwellings and is optional for farms. Residential dwellings are limited to a separate house, apartment, flat or other living quarters occupied by a person constituting a distinct household, including seasonal occupancies.

Residential dwellings do not include separately metered structures or service locations that are not used as living quarters. Examples of these separately metered service locations are pump houses, garages, and detached buildings. However, if the primary usage of these separate structures is residential in nature and if the electrical service is connected and metered through the single residential meter, the total metered usage will be considered residential and serviceable under this schedule.

Service under this schedule should be metered through a single meter. The historic practice of combining multiple residential meter usages (additive metering) and billing as if the aggregated total was a single meter will be eliminated one year from the effective date of this schedule. All customers who currently are billed under additive metering will be given written notice at least twice prior to the effective date of this schedule. The notice shall include the increased charge the customer will incur if the customer does not take action to have all electric load rewired to the main meter account, as well as a phone number to call for further information. Effective February 1, 2009, the Cooperative will bill multiple residential meters pursuant to the MULTIPLE RESIDENTIAL METER PROVISION.

The historic practice of billing non-residential service under this schedule will be eliminated on the effective date of this schedule. As of the effective date of this tariff, the Cooperative will bill for non-residential service under the appropriate non-residential service schedule. Notwithstanding this provision for billing non-residential service, VEC will provide written notice to those customers before transferring them to the appropriate non-residential service schedule. Customers in these situations have the option of consolidating their residential in nature usages by electrically connecting the separate structure(s) through the single residential meter and requesting that the non-residential service be disconnected.

Issue Date: August 4, 2009

Effective: Multiple Residential Meter Provision effective for bills rendered on or after February 1, 2009; other provisions effective for service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #1.1
RESIDENTIAL TIME OF USE

AVAILABILITY:

Available in all territory served by the Cooperative in Vermont.

APPLICABILITY:

Applicable to residential dwellings, individual apartments, and farms (optional). Eligible customers must be equipped so as to substantially limit use during on-peak time periods, and eligibility must be approved by the Cooperative.

CHARACTER OF SERVICE:

Single-phase, 120/240 nominal, or three-phase, 120/208, or 277/480 nominal voltage service is available. Service type and location shall meet with the Cooperative's review for reasonable safety, reliability, and accepted industry standards.

ON-PEAK / OFF-PEAK USAGE

Daily usage occurring between the hours of 6 a.m. and 10 p.m. Monday through Friday shall be considered On-Peak usage. All other usage shall be considered Off-Peak usage.

RATE PER MONTH

Customer Charge \$ 16.08 per meter

All kWh:

On-Peak Usage \$ 0.18478 per kWh

Off-Peak Usage \$ 0.13326 per kWh

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Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #1.1
RESIDENTIAL TIME OF USE (Cont'd)

MINIMUM CHARGE

The minimum charge under this schedule for all or part of a monthly billing period shall be the monthly Customer Charge.

TERMS AND CONDITIONS

Customers choosing to take service under this tariff shall remain on the tariff for a minimum of twelve months.

The Cooperative's General Rules and Regulations as set forth in this tariff, where not inconsistent with any specific provisions hereof, are part of this rate.

Service under this schedule is for the exclusive use of the customer and shall not be resold or shared with others.

Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #2
GENERAL SERVICE RATE

AVAILABILITY:

Available in all territory served by the Cooperative in Vermont.

APPLICABILITY:

Applicable to general service to all customers except strictly residential service, single or three phase service where available, or both, each type of service to be metered and billed separately. This tariff is limited to customers with a metered demand less than 500 kW per month. Customers whose usage exceeds 15,000 kWh for two consecutive months shall be billed on the Demand Billing Provision described below.

CHARACTER OF SERVICE:

Single-phase, 120/240 nominal, or three-phase, 120/208, or 277/480 nominal voltage service is available. Primary service is available as defined under TERMS AND CONDITIONS. Service type and location shall meet with the Cooperative's review for reasonable safety, reliability, and accepted industry standards.

New service will be of the grounded neutral wye connected type. Any existing non-grounded service voltages will be replaced with the grounded neutral wye connected type at such time as the customer changes its service entrance equipment.

RATE:

NON-DEMAND BILLING PROVISION

Customer charge per month	\$ 17.05 per meter
kWh Charge for all kWh	\$ 0.14790 per kWh

Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #2
GENERAL SERVICE RATE (cont'd)

DEMAND BILLING PROVISION

Customer charge per month	\$ 28.42 per meter
kWh charge for all kWh	\$ 0.08465 per kWh
Billing Demand Charge	\$ 19.50 per kW

FARM RESIDENTIAL CREDIT

If this schedule is used for farm service and residential electric usage is measured through the same meter to which this schedule applied, the following credit will be given: \$6.64/Month

DETERMINATION OF DEMAND

The billing demand shall be the highest measured 15-minute demand in kilowatts during the billing period, but not less than 80% of the highest billing demand during the preceding eleven months.

MINIMUM CHARGE:

The minimum charge under this schedule for all or part of each monthly period shall be the monthly customer charge. For customers taking service under the demand provision, the minimum charge for all or part of each monthly period shall be the monthly customer charge plus the demand charge.

DEMAND BILLING PROVISION:

A customer whose kilowatt-hour (kWh) usage exceeds 15,000 kWh for two consecutive months shall be billed under the demand provision.

Customers on the Demand Billing Provision are subject to the Billing Demand charge for eleven months after the last month in which their kWh usage is below 15,000 kWh. At the end of the eleventh month, customers will be required to take service under the Non-Demand Billing Provision, unless, at their option, they elect to continue to take service under the Demand Billing Provision. If the customer elects to continue to take the optional service under the Demand Billing Provision and their usage remains below the 15,000 kWh threshold they must remain taking service under on the Demand Billing Provision for twelve months after their election to continue Demand Billing Provision service.

Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #2
GENERAL SERVICE RATE (cont'd)

POWER FACTOR:

The customer agrees to maintain, as nearly as practicable, a unity power factor. For customers whose usage exceeds 30,000 kWh per month for two consecutive months and whose average power factor for any billing month is less than 95% lagging, an adjustment shall be added to the customer's bill to reflect the lower power factor as follows:

$$Adjustment = \left[\left[\frac{Maximum\ Demand}{(0.05 + Power\ Factor)} \right] - Maximum\ Demand \right] \times Demand\ Charge$$

where maximum demand is the highest measured 15-minute demand in kilowatts during the billing period. Such adjustment will be made two months after determination and notification by the Cooperative of power factor deficiency.

TERMS AND CONDITIONS:

Primary service will be provided and a discount of 5% will apply to customers who own, operate and maintain the necessary transformers, switches, and protective equipment. Primary service is restricted to customers whose usage exceeds 30,000 kWh per month.

The Cooperative's General Rules and Regulations as set forth in this tariff where not inconsistent with any specific provisions hereof, are part of this rate.

Service under this schedule is for the exclusive use of the customer and shall not be resold or shared with others.

A 1% delayed payment charge will be applied to account balances not paid within thirty days after the postmark date of the bill, or charge, or by a "due date" at least thirty days after mailing, which date shall be printed on the bill.

Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #2.1
GENERAL COMMERCIAL TIME-OF USE RATE

AVAILABILITY:

Available in all territory served by the Cooperative in Vermont.

APPLICABILITY:

Applicable to eligible general service customers for single or three phase service, where available, or both, each type of service to be metered and billed separately. Eligible customers will have maximum demands of less than 500 kW and be equipped so as to substantially limit use during On-Peak periods, and eligibility must be approved by the Cooperative. Customers whose usage exceeds 15,000 kWh for two consecutive months shall be billed on the demand billing provision described below.

CHARACTER OF SERVICE:

Single-phase, 120/240 nominal, or three-phase, 120/208, or 277/480 nominal voltage service is available. Primary service is available as defined under TERMS AND CONDITIONS. Service type and location shall meet with the Cooperative's review for reasonable safety, reliability, and accepted industry standards.

New service will be of the grounded neutral wye connected type. Any existing non-grounded service voltages will be replaced with the grounded neutral, wye connected type at such time as the customer changes its service entrance equipment.

ON-PEAK/OFF PEAK USAGE:

Daily usage occurring between the hours of 6 a.m. and 10 p.m. Monday through Friday shall be considered On-Peak usage. All other usage shall be considered Off-peak usage.

Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #2.1
GENERAL COMMERCIAL TIME-OF USE RATE (cont'd)

RATE PER MONTH:

Customer Charge:

Non-Demand Billing	\$ 21.96 per meter
Demand Billing	\$ 43.89 per meter

Non-Demand Billing Basis:

For less than 15,000 kWh per month:

On-Peak Usage	\$ 0.16372 per kWh
Off-Peak Usage	\$ 0.11220 per kWh

Demand Billing Basis:

All kWh Usage (on-peak plus off-peak usage)	\$ 0.08465 per kWh
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Plus the greater of:

On-Peak Demand	\$ 22.73 per kW
Or	
Off-Peak Demand	\$ 16.39 per kW

DETERMINATION OF BILLING DEMAND

The Billing Demand shall be the greater of (a) the highest measured 15-minute demand in kilowatts during the on peak hours of the billing period, (b) 80% of the highest measured on-peak demand during the preceding eleven months, or (c) the highest measured 15-minute demand in kilowatts during the off-peak hours of the billing period.

Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #2.1
GENERAL COMMERCIAL TIME-OF USE RATE (cont'd)

MINIMUM CHARGE:

The minimum charge under this schedule for all or part of each monthly period shall be the monthly customer charge. For customers taking service under the demand provision, the minimum charge for all or part of each monthly period shall be the monthly customer charge plus the demand charge.

DEMAND BILLING PROVISION:

A customer whose kilowatt-hour (kWh) usage exceeds 15,000 kWh for two consecutive months.

POWER FACTOR:

A customer agrees to maintain, as nearly as practicable, a unity power factor. For customers whose usage exceeds 30,000 kWh per month for two consecutive months and whose average power factor for any billing month is less than 95% lagging, an adjustment shall be added to the customer's bill to reflect the lower power factor as follows:

$$\text{Adjustment} = \left[\left[\frac{\text{Maximum Demand}}{(0.05 + \text{Power Factor})} \right] - \text{Maximum Demand} \right] \times \text{Demand Charge}$$

where maximum demand is the highest measured 15-minute demand in kilowatts during the billing period. Such adjustment will be made two months after determination and notification by the Cooperative of power factor deficiency.

RATE PERIOD:

Customers choosing to take service under this tariff shall remain on the tariff for a minimum of twelve months.

TERMS AND CONDITIONS:

Primary service will be provided and a discount of 5% will apply to customers who own, operate and maintain the necessary transformers, switches, and protective equipment. Primary service is restricted to customers whose usage exceeds 30,000 kWh per month.

Issue Date: August 4, 2009

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VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #2.1
GENERAL COMMERCIAL TIME-OF USE RATE (Cont'd)

The Cooperative's General Rules and Regulations as set forth in this tariff where not inconsistent with any specific provisions hereof, are part of this rate.

Service under this schedule is for the exclusive use of the customer and shall not be resold or shared with others.

A 1% delay payment charge will be applied to account balances not paid within thirty days after the postmark date of the bill, or charge, or by a "due date" at least thirty days after mailing, which date shall be printed on the bill.

Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #3
INDUSTRIAL RATE

AVAILABILITY:

Available in all territory served by the Cooperative in Vermont.

APPLICABILITY:

Applicable to customers whose metered demand meets or exceeds 500 kilowatts for two consecutive months.

Not applicable to stand-by service.

If a customer's metered demand falls below 500 kW for eleven months after the last month in which the customer's kW usage equals or exceeds 500 kW, the customer will no longer be eligible to take service under this classification.

CHARACTER OF SERVICE:

Single-phase 120/240 nominal, or three-phase, 120/208, or 277/480 nominal voltage service is available. Primary and Subtransmission service is available as defined under TERMS AND CONDITIONS. Service type and location shall meet with the Cooperative's review for reasonable safety, reliability, and accepted industry standards.

RATE:

Service Voltage	<u>Firm or Interruptible</u>	<u>Demand Charge (\$/kW/Mo.)</u>	<u>Energy Charge (\$/kWh/Mo.)</u>	<u>Monthly Service Charge (\$)</u>
Distribution - Firm		\$ 18.57	\$ 0.08399	\$ 217.10
Distribution - Interruptible		\$ 15.24	\$ 0.08399	\$ 217.10
Subtransmission - Firm		\$ 11.25	\$ 0.08380	\$ 217.10
Subtransmission - Interruptible (25 kV - 46 kV)		\$ 7.92	\$ 0.07834	\$ 217.10

DETERMINATION OF BILLING DEMAND

The monthly billing demand shall be the greater of (a) the highest measured fifteen-minute demand in kilowatts during the billing period, (b) 80% of the highest demand during the

Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #3
INDUSTRIAL RATE (cont'd)

preceding eleven months, or (c) one-half of the highest measured fifteen-minute demand in kilowatts during the off-peak hours (set forth below).

For purpose of this tariff, the on-peak billing period is defined as 6:00 a.m. to 10:00 p.m., Monday through Friday. The off-peak billing hours are those not designated as on-peak billing hours.

POWER FACTOR

The customer agrees to maintain, as nearly as practicable, a unity power factor. In the event that the customer's average power factor for any billing month is less than 95% lagging, an adjustment shall be added to the customer's bill to reflect the lower power factor as follows:

$$Adjustment = \left[\left[\frac{Maximum\ Demand}{(0.05 + Power\ Factor)} \right] - Maximum\ Demand \right] \times Demand\ Charge$$

where maximum demand is the highest measured 15-minute demand in kilowatts during the billing period. Such adjustment will be made two months after determination and notification by the Cooperative of power factor deficiency.

MINIMUM

The minimum monthly bill will be the monthly service charge plus the demand charge.

INTERRUPTIBLE PROVISION

1. The Cooperative reserves the right to curtail service to the customer at any time and for such period of time that, in the Cooperative's sole judgment, the operation of its system requires curtailment of customers' service.

2. The Cooperative will endeavor to provide to the customer as much advance notice as possible of the interruptions or curtailments of service hereunder. However, the customer shall interrupt or curtail service within 10 minutes if so requested.

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Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #3
INDUSTRIAL RATE (cont'd)

3. Customers may, at their option, provide auxiliary switching in their plant or facilities for the purpose of subdividing the interruptible load so that if the Cooperative requests a reduction in load rather than a complete interruption, such reduction may be accomplished by the customer when the Cooperative so requests.

4. The customer shall own, operate and maintain all necessary substation and appurtenances thereto for receiving and purchasing all electric energy at the delivery voltage. All telemetering and communications equipment within the customer's premises required for interruptible service shall be paid for by the customer and shall be owned and maintained by the Cooperative.

5. If the customer fails to interrupt or curtail load as requested by the Cooperative, the Cooperative reserves the right to interrupt the customer's entire load served under this tariff, and, in addition, shall bill the entire billing demand at a rate equal to three (3) times the firm power demand charge for that billing month. The Cooperative further reserves the right to discontinue service under this provision for a 12-month period after two failures by the customer to interrupt or curtail on a timely basis in any 12 consecutive months.

6. No responsibility of any kind shall attach to the Cooperative for, or on account of, any loss or damage caused by or resulting from any interruption or curtailment of this service.

SERVICE PERIOD:

Service under this tariff will be made for initial period of not less than two years and shall remain in effect thereafter until either party shall give at least 60-days written notice to the other of the intention to discontinue service.

Where new facilities are required, the Cooperative reserves the right to require an initial service period of at least two years. In addition, the Customer shall contract for a specified capacity over the term of the contract.

A new minimum service period will not be required for existing customers who increase their service requirements after the original initial period unless new or additional facilities are required.

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Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #3
INDUSTRIAL RATE (cont'd)

Temporary service will be rendered under this schedule, at the option of the Cooperative, when the customer pays the firm demand charge for a minimum of three months. Temporary customers shall reimburse the Cooperative for the cost of installing and removing all temporary wiring and equipment and shall deposit in advance a sufficient amount to cover such cost of installation and removal and one month's estimated billing.

TERMS AND CONDITIONS:

Lighting will be permitted on this rate provided customers will install and maintain all the necessary lighting transformers. Such lighting must be balanced equally over the three phases. Primary service will be provided and a discount of 5% will apply to customers who own, operate and maintain the necessary transformers, switches, and protective equipment.

Subtransmission service is available to customers capable of receiving energy at delivery voltage of 25 kV or greater subject to permitting and procurement of subtransmission line extension.

The Cooperative's General Rules and Regulations as set forth in this tariff where not inconsistent with any specific provisions hereof, are part of this rate.

Service under this schedule is for the exclusive use of the customer and shall not be resold or shared with others.

A 1% delayed payment charge will be applied to account balances not paid within thirty days after the postmark date of the bill, or charge, or by a "due date" at least thirty days after mailing, which date shall be printed on the bill.

Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #4
STREET LIGHTING

AVAILABILITY:

Available in all territory served by the Cooperative in Vermont.

APPLICABILITY:

Applicable to public street or roadway lighting for Cooperative-owned and maintained fixtures on existing poles. The type of lamp to be used for newly-installed and replacement lamps shall be determined by the Cooperative.

<u>RATE</u>	<u>Unit Charge Per Month</u>
A. 1,000 Lumen series or 100 watt multiple, or less	\$ 7.23
B. 4,000 Lumen series or 200 watt multiple	\$ 16.50
C. 10,000 Lumen series or 500 watt multiple	\$ 22.71
D. 8,000 Lumen Mercury Vapor Lamp, 250 watt or less	\$ 16.58
E. 20,000 Lumen Mercury Vapor Lamp, above 250 watt	\$ 28.72
F. 8,000 Lumen High Pressure Sodium, 100 watt	\$ 13.29
G. 24,000 Lumen High Pressure Sodium, 250 watt	\$ 28.20
H. 44,000 Lumen High Pressure Sodium, 400 watt	\$ 43.10

TERMS AND CONDITIONS:

The street lighting charges above are only for street lights mounted on existing Cooperative-owned poles. Street lighting installations requiring additional facilities will be treated the same as a line extension.

Service under this tariff shall be for a minimum of one year from date of installation and shall continue thereafter until canceled by the Customer on 60 days' written notice. For those installations that are in service less than twelve consecutive months, the customer shall pay the cost of installation and removal of the equipment in lieu of the one-year minimum term of service.

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VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #4
STREET LIGHTING (cont'd)

Lighting for ornamental fixtures owned by others and maintained by the Cooperative shall be charged at the scheduled rate, less 20% discount provided the initial fixture cost, the component replacement cost, and if necessary, future fixture replacement costs are borne by the customer.

This provision is restricted to high-pressure sodium (HPS), or lighting technologies with documented efficiencies of not less than 60 lumens per watt in the proposed fixture wattage(s). This provision is further limited to fixtures with overhead service. Any streetlights or ornamental lighting with underground wiring shall be metered, individually, or as a group, and thus are the sole responsibility of the customer.

The Cooperative's General Rules and Regulations as set forth in this tariff where not inconsistent with any specific provisions hereof, are part of this rate.

Service under this schedule is for the exclusive use of the customer and shall not be resold or shared with others.

A 1% delayed payment charge will be applied to non-Residential (SC#1, 1.1) account balances not paid within thirty days after the postmark date of the bill, or charge, or by a "due date" at least thirty days after mailing, which date shall be printed on the bill.

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VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #5
USE SPECIFIC INTERRUPTIBLE RATE

THIS SERVICE CLASSIFICATION IS NO LONGER AVAILABLE

Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
SERVICE CLASSIFICATION #5
USE SPECIFIC INTERRUPTIBLE RATE

THIS SERVICE CLASSIFICATION IS NO LONGER AVAILABLE

Issue Date: August 4, 2009

Effective: For service rendered on and after January 1, 2009

VERMONT ELECTRIC COOPERATIVE, INC.
STATEMENT OF GENERALLY AVAILABLE RATES, TERMS AND CONDITIONS FOR
ATTACHMENTS AND INSTALLATIONS TO TRANSMISSION AND GENERATION
FACILITIES AND OTHER COMPANY PLANT AND EQUIPMENT AS REQUIRED
UNDER 30 V.S.A. § 8091

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Issue Date: October 18, 2008

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VERMONT ELECTRIC COOPERATIVE, INC.
STATEMENT OF GENERALLY AVAILABLE RATES, TERMS AND CONDITIONS FOR
ATTACHMENTS AND INSTALLATIONS TO TRANSMISSION AND GENERATION
FACILITIES AND OTHER COMPANY PLANT AND EQUIPMENT AS REQUIRED
UNDER 30 V.S.A. § 8091

This statement of generally available rates, terms, and conditions for attachments and installations required under 30 V.S.A. § 8091 (“SGAT” or “Statement”) describes the terms and conditions for the installation and maintenance of Communications Facilities by Communications Service Providers on Vermont Electric Cooperative, Inc. (“VEC”) plant and equipment. Services available under VEC’s tariffs developed pursuant to Public Service Board (“Board” or “PSB”) Rule 3.700 regarding pole attachments shall be governed by those tariffs and Rule 3.700 as both may be amended from time to time.

Pursuant to 30 V.S.A. § 8091, VEC will allow and enable access to its plant and equipment where possible for the installation and maintenance of Communications Facilities by Communications Service Providers. The terms, conditions and rates described in this SGAT are focused on the attachment of Communications Facilities to VEC’s transmission line structures. To the extent that a Communications service provider desires to attach communications facilities to VEC plant and equipment other than transmission line structures, VEC reserves the right to develop supplemental or modified rates terms and condition to govern said attachments.

Generally, this SGAT presumes that the installation and maintenance of Communications Facilities will be performed by the Communications Service Provider. However, based on the results of an evaluation of a Communication Service Provider’s request to attach and maintain specific Communications Facilities to specific VEC plant or equipment (including transmission line structures), VEC may determine that it is inappropriate to permit an attachment to a specific item of VEC plant or equipment or that the services to install and maintain said attachment must be undertaken by VEC on behalf of the Communications Service Provider.

This SGAT is intended to only broadly define the rates, terms and conditions for attachments for Communications Service Providers. It is intended to be a living document and may be amended by VEC from time to time. VEC and Communications Service Providers taking service under this SGAT acknowledge that barring the opening of an investigation into this SGAT by the Board, the terms of this SGAT are deemed to be just and reasonable, and shall have the same force and effect as a duly filed and approved tariff.

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ARTICLE I - DEFINITIONS
As Used in This Statement

ADSS

All dielectric self supporting communication of fiber optic cable.

Anchor Rod

A metal rod connected to an anchor to which a guy strand is attached. Also known as a "guy rod."

Attachment

Any of the Customer's equipment in direct contact with or supported by an item of Company plant or equipment.

Wireline Attachment

Any of the Customer's facilities in direct contact with or supported by a utility 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 indentified as either a: strand, power supply, or antennae with associated equipment.

Wireless Attachment

Any of the Customer's facilities in direct contact with or supported by the Company's facilities, such as an antenna, and its associated support equipment.

Attachment Fee

A specified amount revised periodically, billed monthly, semi-annually or annually to the Customer.

Authorization

An approved application (*a.k.a.* license) by the Company to attach to a specific Communication Facility to a Covered Facility.

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. Wireless Broadband Service providers must hold an FCC license or use equipment that complies with applicable FCC requirements (*See* 47 C.F.R. Part 15). A Broadband Service Provider who does not hold a certificate of public good from the Board must, before availing itself of the provisions of PSB Rule 3.700 and this Statement, file with the Board and VEC an affidavit that sets forth the Provider's name, form of legal entity, contact information, agent for service of process, proposed general area of service, proof of insurance in the amounts specified in Article XIV of this

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Statement, and a representation that the Provider will abide by the terms and conditions of Rule 3.700, Orders issued by the Board, and the Company's rules and regulations for attaching to Covered Facilities. Notwithstanding this definition, pursuant to 30 V.S.A. § 248(n), no company under jurisdiction of the Board, or person (including an individual, partnership, corporation, association, unincorporated organization, trust or other legal or commercial entity), may place wireless communications facilities on transmission or generation facilities without receiving a certificate of public good from the Board.

Company
Vermont Electric Cooperative, Inc.

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.

Communications Service Provider
The Vermont telecommunications authority, a company subject to the jurisdiction of the Board under 30 V.S.A. § 203(5) or § 502, or a broadband service provider who is considered to be a "Communications Service Provider" pursuant to 30 V.S.A. § 209(9).

Covered Facilities
Generation Facilities and Transmission Facilities as defined herein.

Customer
A Communications Service Provider taking service pursuant to this SGAT.

Customer's Maintenance Work
Work performed by the Qualified Worker on the Customer's attached Communications Facilities for the repair and daily servicing of its plant.

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 Customer's expense, unless waived by the Company in its discretion.

FERC
The Federal Energy Regulatory Commission.

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Generation Facility

The external portions of the Company's facilities used to generate power, such as penstocks, and buildings, if any.

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 the Company to monitor and control the work being performed on or near the VEC plant and equipment.

Joint Owner

A person, corporation or other legal entity having an ownership interest in the Covered Facilities along with the Company.

Joint User

A party with whom the Company 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. A Joint User is not a Customer.

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 attachment of Customer's wireline or wireless facility to the Covered Facilities.

Make-Ready work also includes all work for poles being installed or replaced on new projects. This includes Make-Ready work performed concurrently when the Company is constructing or substantially reconstructing its facilities.

Make-Ready Work also includes any other work to be performed by the Company in order to make its plant and equipment suitable for the attachment of Communications Facilities by a Customer under this SGAT.

The costs to the Customer of Make-Ready Work will be developed by the parties as a part of an agreement for the performance of Make-Ready Work.

Make-Ready Survey

Comprised of the field inspection and engineering to determine any necessary Make-Ready

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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 the Company.

A Make- Ready Survey can also be comprised of the evaluation of proposed construction plans to allow for the attachment of Communication Facilities when associated with work to be performed concurrently when the Company is constructing or substantially reconstructing its facilities.

Other Customer

Any entity, other than the Customer herein or a Joint User, to whom the Company has or hereafter shall extend the privilege of attaching Communications Facilities to the Covered Facilities

Periodic Inspections

The Company's inspection of the Customer's Attachment(s) performed to determine that Attachments are authorized and are maintained in conformance with the required Engineering Plan in Article V.

Pole-Owning Utility

A company, as defined in 30 V.S.A. § 201, that is subject to regulation by the Board, and that has an ownership interest in utility Transmission Facilities or rights-of-way.

Post-Construction Inspection

Inspection performed to measure and/or to visually observe Customer's Attachment(s), during or shortly after completion of construction to ensure the attachment and the installation of the Customer's equipment conform to the required Engineering Plan and other requirements of this Statement.

Qualified Worker

Workers qualified by law/code to perform the work as specified in the Engineering Plan.

Rearrangement

As used herein, shall mean that labor and materials caused to be used by the Company 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.

Rebuild or Customer rebuild

Work other than Customer's routine maintenance work performed by Company to replace, add to or alter the Customer's existing Attachments or equipment attached to the Company's transmission poles or other plant and equipment, which may require additional clearance or add sufficient additional stress so as to require Make-Ready Work.

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Statement

This Statement of Generally Available Rates, Terms and Conditions, as the same may be revised from time to time.

Subscriber

An entity that receives the Customer's communications service.

Transmission Facilities

Utility 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.

ARTICLE II - GENERAL INFORMATION

- (A) This Statement is applicable to Communications Service Providers requesting to attach or attaching Communications Facilities to the Company's electric transmission and generation facilities as provided herein. Subject to the provisions of this Statement, including the Customer's payment of the fees and charges, the Company has or will issue to the Customer revocable, nonexclusive Authorizations for the attachment of the Customer's Communication Facilities to the Covered Facilities as specified in the Authorization.
- (B) Subject to the provisions of this Statement, the Company agrees to issue to the Customer for any lawful purpose, revocable, non-exclusive authorization for the attachment of the Customer's Communications Facilities to the Covered Facilities. Such authorization shall be provided by the Company in writing and shall include a list of the Covered Facilities included in the license with any special instructions concerning the Attachment(s). Customers wishing to receive authorization for Attachments shall contact the Company at the address designated in Article XX and request the current application forms to begin the authorization process. This Statement governs the fees, charges, terms and conditions under which the Company issues such authorization to the Customer. The Customer must obtain separate authorization from, and pay all applicable fees and charges to the Company and any joint owners of the Covered Facilities. This Statement is not in and of itself authorization, and before making any attachment to any of the Covered Facilities, the Customer must apply for and obtain an authorization and execute and writing setting forth the Customers binding agreement to abide by the terms and conditions of this SGAT, and any supplemental or modified terms and condition set forth in said authorization.

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- (C) No use, however extended, of the Covered Facilities or payment of any fees or charges required under this Statement shall create or vest in the Customer any ownership or property rights in the Covered Facilities. Neither this Statement nor any agreement approved or authorization granted hereunder shall constitute an assignment of any of the Company's rights to use the public or private property at the location of the Attachments.
- (D) Nothing contained in this Statement shall be construed to compel the Company to construct, retain, extend, place or maintain any facility not needed for the Company's own service requirements. The Company may, at its sole expense, relocate, remove, modify or reconfigure its facility or other facilities as deemed prudent in its sole judgment.
- (E) Subject to the PSB's continuing jurisdiction and authority, nothing contained in this Statement shall be construed as a limitation, restriction, or prohibition against the Company with respect to any agreement(s) and arrangement(s) which the Company has heretofore entered into, or may in the future enter into, with others regarding its facilities plant and equipment.
- (F) The Company will provide all Customers non-discriminatory access to the Covered Facilities. The Company may deny access for reasons of safety, reliability or generally applicable and accepted engineering standards. The Company may deny access on a non-discriminatory basis where there is insufficient capacity. Insufficient capacity shall not be legitimate grounds for denial of access where Make-Ready Work can be used to increase or create capacity.
- (G) For cable installations, the Company will only allow ADSS cables to be installed as an Attachment on the Company's Transmission Facilities. It is acknowledged by the Customer that the Customer and Company shall cooperate in emergencies to restore service to the public, with the understanding that restoration of electric service will be the Company's highest priority.
- (H) To the extent that a Customer requests authorization to place Communications Facilities on Company plant or equipment not expressly discussed above in Article II, the Company will develop an agreement for the placement and maintenance of such Attachments based upon the terms contained in this SGAT. The Company may deny access for reasons of safety, reliability or generally applicable and accepted engineering standards.

ARTICLE III - FEES AND CHARGES

- (A) The Customer shall pay an Attachment Fee for each Attachment made to the Covered Facilities. The Attachment Fees shall be based upon the number of Attachments for which authorizations have been issued. The Attachment Fee shall be just and reasonable,

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and will be developed taking into consideration the commercial reasonableness of the rates given the local market and the public interest in reasonable rates for electric service and availability of communications services in the state.

- (B) In lieu of an Attachment Fee, the Customer and Company may enter into a mutually satisfactory arrangement that will allow the Company access to certain Customer Communications Facilities, should the Customer request to install dark fiber facilities. The terms and conditions of such an arrangement shall be just and reasonable.
- (C) Charges for Post-Construction Inspection, Periodic Inspection and Subsequent Inspections shall be billed to the Customer only for those inspections where non-compliance has been found and written documentation of the specific non-compliance has been provided to the Customer.
- (D) Nonpayment of any amount due under this Statement shall constitute default and is subject to the termination provisions in Article XVII.
- (E) The Company may make changes in the amount of the fees and charges herein, subject to forty-five (45) days advance written notice to the Customer.
- (F) For any bill rendered by the Company to the Customer hereunder, except where advance payment is required, 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.
- (G) For any bill rendered by the Company to the Customer for advance payment of Make-Ready Survey charges or Make-Ready Work charges hereunder, payment shall be made within thirty (30) days of the bill date. If such advance payment is not received within forty-five (45) days, the Company will place the application in an inactive file for a ninety (90) day period. If within the ninety (90) day period, the Customer submits the required advance payment, the Company shall consider the application active and proceed to process. However, if during the course of this ninety (90) day period, any application the Company 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, the Company may cancel Customer's application. Thereafter, if the Customer wishes to proceed, the Customer shall submit a new application, as if it had never submitted the initial application.

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ARTICLE IV - ADVANCE PAYMENT

- (A) Except as provided under the Statement terms for rebuild by the Customer, the Customer shall make an advance payment of the applicable charge to the Company prior to any performance by the Company of any Make-Ready Survey or Make-Ready Work. Where the work to be performed by the Company is covered by a unit cost as described in this Statement, the Company shall use the unit cost for the charge. Where the work to be performed by the Company is not covered by a unit cost, in whole or in part, the charge will be based on an estimate of charges. For any charges based on an estimate, the Customer shall be credited for any amount paid in excess of the Company's estimated charges, or shall be billed for any amount in addition to the Company's estimated charges, as compared to the actual charges as finally computed. Any such bill for underpayment will be presented to Customer no more than ninety (90) days after the work performed is complete. The work will be considered to be complete when there have been ninety (90) consecutive days without any Company activity being charged to the work and the Company shall provide notice to the Customer when such work is considered to be complete as a part of any final bill or statement.
- (B) The costs of Make-Ready Surveys shall be payable even if the Communications Service Provider 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 Customer less a minimum fee of \$500
- (C) After completion of the Make-Ready Survey and the Company's provision of the results to the Customer, and if the Customer elects to go forward with its proposed Attachments, the Customer shall authorize the Company to perform Make-Ready Work and shall make all required advance payments for such Make-Ready Work.
- (D) After completion of Make-Ready Work, the Customer shall pay the cost of all Make-Ready Work actually required for the attachment that has not been pre-paid. Any Make-Ready Work pre-paid, but not actually performed, will be refunded.

ARTICLE V - SPECIFICATIONS

- (A) Where the Customer chooses to have its own Qualified Worker perform the installation of the Communications Facilities, the Customer's Attachments shall be placed and maintained in accordance with the Engineering Plan, and approved by VEC as consistent with the latest editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and the rules and regulations of the Occupational Safety and Health Act (OSHA), and VEC's accepted practices.

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- (B) If any part of the Customer's Attachments is not so placed and maintained in accordance with paragraph (A) above, the Company shall provide written notice to the Customer of the non-compliant Attachments. The notice shall include the location of the non-compliant attachment and the reason the Attachments are not compliant. The Customer then has sixty (60) days to bring the Attachments into compliance, unless the Company determines that the nature of the noncompliance creates an emergency situation which requires an immediate response. The Customer shall provide written certification to the Company that the Attachments have been brought into compliance as requested. If after sixty (60) days from the Company's original written notice to the Customer, the Customer has failed to bring the Attachments into compliance, the Company may, in addition to any other remedies the Company may have hereunder, remove the Customer's nonconforming Attachments from any or all of the Company's facilities or perform such other work and take such other action with the Attachments that the Company deems necessary or advisable to provide for the safety of the Company's employees or performance of the Company's service obligations at the cost and expense to the Customer and without any liability on the part of the Company for damage or injury to such facilities or interruption of the Customer's services but for damage or injury resulting from the gross negligence or willful misconduct of the Company; provided, however, that when the Company deems it an immediate threat to safety and/or if an emergency exists, it may rearrange, transfer, or remove the Customer's non-compliant Attachments at the Customer's expense. When the Company deems it an immediate threat to safety and/or an emergency (e.g., a sudden unexpected adverse unforeseen occurrence or condition) exists, it may rearrange, transfer or remove the Customer's Attachments, at the Customer's expense. The Company shall provide notice to the Customer that is reasonable under the circumstances and as prompt as possible.
- (C) All construction shall be performed in a workmanlike manner.

ARTICLE VI - LEGAL REQUIREMENTS

- (A) Where applicable, the Customer shall be responsible for obtaining from the appropriate public and/or private authority any required authorization, including FERC, to construct, operate and/or maintain its Attachments on the Covered Facilities. The Company shall make available whatever property interests it has obtained with respect to the placement of facilities on the Covered Facilities but shall not be required to request additional property interests solely for the benefit of the Customer unless Customer is unable to obtain such rights after its reasonable attempt to obtain such rights. In such case, the Company shall seek easements authorizing the Company to permit the placement and maintenance of the Customer's Attachments and shall bill the Customer for all work

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undertaken to secure said rights and easements including the costs for any required condemnations undertaken by the Company. Until the Company has acquired any required rights, the Customer shall not be authorized to place or maintain any Attachments hereunder. The Customer shall be responsible for obtaining permission from any other Joint Owner(s) of the Covered Facilities before making any Attachment thereto. The permission shall be in the form of an authorization or other writing.

- (B) The parties hereto shall at all times observe and comply with all the provisions of the Statement, which are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the Company and the Customer under this Statement, so long as such laws, ordinances or regulations remain in effect.
- (C) No rights, granted under this Statement shall extend to any of the Covered Facilities where it has been determined by a court of law or by the Public Service Board that the placement of Customer Attachments would result in a forfeiture of the rights of the Company or Joint Owners to occupy the property on which the Covered Facilities are located. If placement of Customer's Attachments results in a forfeiture of the rights of the Company or Joint Owners, or both, to occupy such property, the Customer agrees to remove its Attachments within sixty (60) days of receipt of notice from the Company; and the Customer agrees to pay the Company or Joint Owners, or both, all losses, damages, and costs incurred as a result thereof. Nothing herein modifies the right of any party to seek recourse through legal or regulatory process.
- (D) The Company shall provide the Customer with specific reasons for denial of authorization if placement of Customer's attachments would result in a forfeiture of the rights described in Article VI(C) above.

ARTICLE VII - ISSUANCE OF AUTHORIZATIONS

- (A) Before the Customer shall make an Attachment to the Covered Facilities, the Customer shall make application for and have received a Company authorization for the purpose of Attachment.
- (B) The Customer agrees to designate a desired priority of completion of the Make-Ready Survey and Make-Ready Work for each application relative to all other of its applications on file with the Company at the same time.
- (C) The Company will process all requests for access to the Covered Facilities on a non-discriminatory basis in the order such requests are received.

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- (D) To the extent Authorization has been issued by the Company and the Customer has failed to make the subject Attachment within eighteen (18) months of the issuance of Authorization, the Customer must then perform a subsequent field review and certify in writing to the Company that the Customer has found no conditions to exist that would cause the Customer to fail to meet its obligation under Article V – Specifications, paragraph (A). If the Customer can no longer meet its obligation, the Customer must notify the Company in writing in the form of an addendum application prior to making Attachment. Upon receipt of the addendum application, the Company will perform a Make Ready Survey and any necessary Make Ready Work as outlined under Article VIII. If the Customer has not made the subject Attachment within eighteen (18) months of the issuance of Authorization, the Authorization for the Attachment shall become null and void.

ARTICLE VIII - MAKE-READY SURVEYS AND WORK

- (A) The allowed time periods and deadlines contained in this Statement apply unless otherwise agreed by the various parties, and except for extraordinary circumstances and reasons beyond the Company's control.
- (B) 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 purpose of these calculations, jointly-owned transmission poles shall be deemed to be owned by each of the transmission pole owners.
- (C) The time period for completion of the Make Ready Surveys on Generation Facilities will be sixty (60) days. The time period for Make Ready Work will be negotiated with the Customer.
- (D) During the Make-Ready process, the Company is presumed to have control of the Transmission Facilities, Generation Facility and other plant or equipment and is responsible for meeting all time limits in this section.
- (F) Customers are responsible for completing their work within a time that allows the Company to comply with the requirements of this section with respect to other Customers. If work on the Transmission Facilities or Generation Facility is not completed within the allowed time because of delays caused by another attaching entity, and the Company is liable for any penalties or damages because of the delay, the entity causing the delay shall indemnify the Company for penalty or damages paid including any attendant Company costs or legal fees.
- (G) A Make-Ready Survey will be required for the Covered Facilities for which an Attachment or material alteration thereof is requested to determine the adequacy of the Covered Facilities to accommodate the Customer's Attachments. The Company, Joint Owner and/or Joint Users and the Customer shall have the option to be represented at the Make-Ready Survey.

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- (H) The Company will complete Make-Ready Work within the following time frames, except for reasons beyond the Company's control. These time frames shall begin to run after receipt by the Company of payment for Make-Ready Work from the Customer, and all applicable state, municipal and private property permits have been obtained.
- (I) Any required Make-Ready Survey is to be completed within the time period set out herein, starting from the date the completed application is received, unless otherwise agreed by the parties.
- (J) Subject to the above, a Make-Ready Survey period shall depend on the number of transmission poles or attachments involved on all of the same Customer's outstanding applications, as a percentage of the total number of transmission poles owned by the affected transmission pole owner(s).
- 1) Make-Ready Survey work on fewer than 0.5% of the Company's transmission poles or attachments involved shall be completed within 60 days.
 - 2) Make-Ready Survey work on 0.5 % or more but less than or equal to 3% of the Company's transmission poles or attachments involved shall be completed within 90 days.
 - 3) Make-Ready Survey work on 3% or more of the Company's transmission poles or attachments involved shall be completed within a time to be negotiated between all the affected owners and attachers. This time shall be negotiated in good faith and shall be reasonable in light of subsections (1) and (2) above.
- (K) Application and Authorization. Prior to attaching to the Covered Facilities, the Customer shall submit an application and have received an Authorization for Attachment from the Company. Applications received by the Company from two or more Customers for Attachment accommodations on the same the Covered Facilities will be processed by the Company on a first come first served basis.
- (L) In its application, the Customer shall provide the following information:
- a. The Engineering Plan.
 - b. The proposed attachment location by municipality, Company line number and transmission pole number, if possible, or physical address where applicable, including the specific points of attachment for the Communications Facilities, including the specific Generation Facility name and location as applicable.

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- c. Identification of the Qualified Worker and evidence of his/her certification and license to perform the specific work identified in the Engineering Plan or a request to VEC to perform the work.
- (M) Upon receipt of written notification in the form of a complete application and the correct survey fee payment, the Company shall perform or have performed a Make-Ready Survey and present the survey results. The survey results will contain one of the following statements.
1. If no Make-Ready Work is required, an authorization shall be issued for the attachment within the time period set out in subsection J(1) or (2) above.
 2. In the case of an Attachment or material alteration thereof, if the Company determines that the Covered Facilities to which a Customer desires to make attachment are inadequate or otherwise need rearrangement of the existing Attachment thereon to accommodate said Customer's Attachment in accordance with the applicable specifications, the Company will indicate, in writing, to the Customer the estimated cost of the required Make-Ready Work. Customer shall be required to pay for the full cost of said Make-Ready Work only when such the Covered Facilities would or could be in compliance with the applicable specifications such as the National Electrical Safety Code, National Electrical Code, VEC practices, and state and local laws and regulations.
 3. If the Company determines that the Covered Facilities to which a Customer desires to make attachment cannot be used or reasonably rearranged or replaced to accommodate Customer's facilities for reasons of capacity, safety, reliability or engineering, or other requirements such as those from FERC, the Company may refuse to grant an authorization for Attachment. The Company shall provide the specific reason(s) for denial.
- (N) The time to complete Make-Ready Work shall depend on the number of transmission poles or attachments involved, as a percentage of the total number of transmission poles owned. Unless otherwise indicated in this Statement, the Company will complete Make-Ready Work within the following time frames, except for reasons beyond the Company's control these time frames shall begin to run after receipt by Company of payment for Make-Ready Work from the Customer, and all applicable state, municipal and private property permits have been obtained. Subject to the provisions of VIII.D, the Make-Ready completion period shall depend on the number of transmission poles or attachments involved on all of the same Customer's outstanding applications.

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1. Make-Ready Work on fewer than 0.5% of the Company's transmission poles or attachments shall be completed within 120 days of authorization and payment.
2. Make-Ready Work on 0.5% or more but less than 3% of the Company's transmission poles or attachments shall be completed within 180 days of authorization and payment.
3. Make-Ready Work on 3% or more of the Company's transmission 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 reasonable in light of subsections (1) and (2) above.
- 4) Time shall be measured from the latter to occur at:
 - a) receipt of the authorization and payment in accordance with Article IV hereof;
 - b) all applicable state and/or municipal permits and federal permits have been obtained; and
 - c) all necessary easements have been obtained from applicable landowners.

(P) Any required Make-Ready Work will be performed following receipt by the Company of the Customer's payment to the Company for the estimated cost for all Make-Ready Work to be completed. The Customer shall also reimburse the owner(s) of other facilities attached to the Covered Facilities for any expense incurred by it or them in transferring or rearranging such Attachment(s) to accommodate the Customer's requested Attachments. The Customer shall pay the Company its portion of the estimated Make-Ready Survey costs and Make-Ready Costs in advance, with an adjustment to actual costs after the work is completed. Where multiple attaching entities join in a modification, each Communications Service Provider's proportionate share of the total cost will be based on a ratio of the amount of new space occupied by that entity to the total amount of new space occupied by all attaching entities joining in the modification. Customer shall not be entitled to reimbursement of any amounts paid to the Company for transmission pole replacements or for rearrangement of attachments on the Covered Facilities by reason of the subsequent use by the Company or other authorized user(s) of any additional space resulting from such replacement or rearrangement.

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- (Q) When the Company deems it an immediate threat to safety and/or an emergency to exist, it may rearrange, transfer or remove the Customer's attachments to the Covered Facilities at the Customer's expense. The Company shall provide notice to the Customer that is reasonable under the circumstances and as promptly as possible.
- (R) For purposes of this Article VIII, a transmission pole that is subject to a Joint Use arrangement with the Company shall be treated the same as a transmission pole that is subject to a Joint Ownership arrangement with the Company. Except in connection with make-ready charges that may be due to the Company on account of an attachment by a Customer to a transmission pole subject to a Joint Use arrangement, nothing in the foregoing sentence shall impose any obligations upon the Customer in favor of a Joint User except to the extent that such Joint User is regarded as another Communications Service Provider entitled to reimbursement for Make-Ready Survey and Make-Ready Work.

ARTICLE IX -
CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

- (A) Except as otherwise provided by the Company in a written notice to the Customer or except based on the determination of VEC that the installation and maintenance of said attachment must be undertaken by VEC on behalf of the Customer, the Customer shall, at the Customer's expense, perform the attachment of the Customer's Communications Facilities using its own or VEC-approved outside contractor in cooperation with the Customer. For Transmission Facilities, the Customer will maintain the facilities under the direct monitoring of a Company Inspector. For Generation Facilities the Customer will coordinate with the Company and if the Company determines that it is necessary for the Company to perform the work, it will do so at the Customer's expense. The Customer must contact the Company to indicate when maintenance of Communications Facilities is required and shall work cooperatively with the Company when the Company is performing maintenance work on its Communications Facilities. In the event that the Company must perform the work, the Customer shall provide the Company with written instructions describing in sufficient detail the maintenance work to be performed and shall reimburse the Company for its actual costs of such work if a part of the Make-Ready process or by job order if the work is outside the normal Make-Ready process. Cooperative practice shall include a system of notification or request for maintenance by phone, facsimile, answering system, or otherwise for scheduling purposes. Such system may be established between the parties via inter-company operating procedures that are consistent with the terms of this Statement.
- (B) The Company shall specify the point of attachment on the Covered Facilities to be occupied by the Customer's Attachment(s). Where multiple Customers' Attachments are involved, the Company will attempt to the extent practical, to designate the same relative position on the Covered Facilities for each Customer's attachments and the location in or on said plant or equipment.

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- (C) The Customer shall work cooperatively with the Company when performing routine maintenance work on its facilities and/or Attachments. Cooperative practices shall include a system of notification by phone, facsimile, answering system, or otherwise for scheduling purposes.
- (D) All tree trimming costs incurred as a direct result of an application to attach to the Covered Facilities shall be billed directly to the Customer. In such event, the Company shall provide documentation to the Customer demonstrating that the tree trimming was necessitated solely and directly by the Customer's application for Attachment. The Company shall inform the Customer of the required tree trimming in writing as part of the documentation of required Make-Ready Work.
- (E) For each new facility attached by the Customer to the Covered Facilities on or after the date of execution of this Statement, the Customer shall make separate application to, and obtain authorization from the Company to do so.
- (F) At the Customer's expense, the Company will remove the Customer's Attachment from any of the Company's Facilities upon termination of the authorization covering such Attachments pursuant to Article XVII.
- (G) Should Customer, Joint Owner(s), Joint User(s), or Other Customer(s) need to attach additional facilities to any of the Covered Facilities to which Customer is attached, Customer will arrange with the Company to have its Attachment transferred as determined by the Company so that the additional facilities of the Company, Joint Owner(s), Joint User(s) or Other Customer(s) may be attached.
- (H) If Customer does not rearrange or transfer its Attachments within thirty (30) days, or sooner in an emergency situation, after receipt of written notice from the Company requesting such rearrangement or transfer, the Company, Joint Owner(s) or Joint User(s) may perform or have performed such rearrangement or transfer, and, Customer agrees to pay the cost thereof.

ARTICLE X - INSPECTIONS OF CUSTOMER'S ATTACHMENTS

- (A) The Company reserves the right to make Post-Construction and Periodic Inspections of any part or all of the Customer's Attachments to the Covered Facilities, at the expense of the Customer, upon sixty (60) days written notice to the Customer.

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- (B) Where Post-Construction Inspection by the Company has been completed and non-complying conditions have been identified, the Company shall correct any non-complying conditions at the Customer's expense.
- (C) Periodic Inspections of the entire plant of the Customer will not be made more often than once every five (5) years unless, in the Company's judgment, such inspections are required for reasons involving safety or because of an alleged violation by the Customer of the terms of this Statement.
- (D) The Company shall give the Customer advance written notice of and an opportunity to participate in such inspections, except in those instances where, in the sole judgment of the Company, safety considerations justify the need for such an inspection without the delay.
- (E) The making of Post Construction and Periodic Inspections or the failure to do so shall not operate to relieve the Customer of any responsibility, obligation or liability assumed under this Statement.
- (F) Any charge imposed by the Company for such inspections shall be in addition to any other sums due and payable by the Customer pursuant hereto. No act or failure to act by the Company with regard to said charge or any unapproved Attachment by the Customer shall be deemed as a ratification or the authorization of the unapproved Attachment; and if any authorization should subsequently be issued, said authorization shall not operate retroactively or constitute a waiver by the Company of any of its rights or privileges under this Statement or otherwise.
- (G) If the Customer is found to be performing unsafe practices or is installing or maintaining its Attachment(s) in violation of the Company's construction practices, the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and the rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority of competent jurisdiction, the Customer shall cease construction. The Customer shall be responsible for all costs, loss or damages that the Company incurs as a result thereof, including without limitation, costs to field review, repair or otherwise remedy due to issues resulting from the violations.

ARTICLE XI - UNAUTHORIZED ATTACHMENTS

- (A) If any of the Customer's Attachments shall be found attached to the Company's facility for which no authorization has been issued, the Company shall provide notice to the Customer of said unauthorized Attachment. The notice shall include the date of the inspection, the Transmission Facility owner, the town involved, the Transmission Facility number, the Generation Facility name or other identifying information, and a statement that the Company has examined its records and found no evidence of a grant of authorization. The Customer shall have forty-five (45) days to (a) review the location

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and determine if one of its Attachments is present; (b) review its own files to determine if an application was filed, an authorization was issued for said Attachment(s) or any other evidence of authority to attach was given by the Company; (c) provide copies of pertinent documentation to and confer with the Company to determine when the Attachment was installed and by whom. If any dispute exists as to the number of unauthorized Attachments after this forty-five (45) day period, then the parties agree to further discuss the matter themselves and at any time either party may bring the dispute to the Board for resolution. If the Customer has not disputed the unauthorized Attachment(s) and has not applied for the authorization within the forty-five (45) day period, then the Company may remove said Attachment(s) within fifteen (15) days at the Customer's expense. The Company shall be exempt from all liability, including but not limited to, lost profits or consequential damages, relating to loss of or interruption of services. The Company shall remove said attachments in a manner so as to avoid damage to Customer's facilities. The Company shall only be liable for damage to Customer's facilities if it is found to have been negligent in removing the same.

- (B) For the purpose of determining the applicable charge due for an unauthorized Attachment, absent evidence reasonably satisfactory to the Company to the contrary, the unauthorized Attachment shall be deemed as having existed for five (5) years, or as of the date of the most recent Attachment audit, whichever is less. and the fees and charges as specified herein shall be applicable thereto and due and payable immediately, with interest at the rate of 1% per month of such amounts to include any prior unpaid late payment charges, whether or not the Customer is permitted to continue the Attachment.

ARTICLE XII - LIABILITY AND DAMAGES

- (A) The Company reserves to itself, its successors and assigns, the right to locate and maintain its Transmission Facilities, Generation Facilities, or other plant and equipment, and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The Company shall not be liable to the Customer for any interruption of the Customer's service or for interference with the operation of the Customer's Communications Facilities arising in any manner, except from the Company's sole gross negligence, from the use of the Company's Transmission Facilities, Generation Facilities, or other plant or equipment.
- (B) The Company shall exercise precaution to avoid damaging the facilities of the Customer and of others attached to the Company's facilities. The Company shall make an immediate report to the Customer and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.

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- (C) The Customer shall exercise precaution to avoid damaging the facilities of the Company and of others attached to the Company's facilities, or other plant and equipment, and the Customer assumes all responsibility for any and all loss from such damage caused by its employees, agents or contractors. The Customer shall make an immediate report to the Company and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- (D) Except to the extent as may be caused by the negligence of the party seeking indemnification, the Company and the Customer shall each defend, indemnify and save harmless the other 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 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 save 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.

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- (E) The Customer shall indemnify, save harmless and defend the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the Customer'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 Customer's Attachments in combination with the Company's transmission poles, anchors and/or rights-of-way or Generation Facility or otherwise.
- (F) If any of the provisions of this Statement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Statement, but rather the entire Statement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.
- (G) It is acknowledge by the Customer that the Customer and Company shall cooperate in emergencies to restore service to the public, with the understanding that restoration of electric service will be the Company's highest priority.
- (H) The provisions of Article XIII shall survive the expiration or earlier termination of any authorization granted under this Statement.

ARTICLE XIII - INSURANCE

- (A) The Customer 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.
- (B) The amounts of such insurance, without deductibles against liability due to:
 - (1) Damage to property shall not be less than \$1,000,000.00 as to any one occurrence, and \$5,000,000.00 aggregate; and
 - (2) 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.

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- (C) The Customer 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.
- (D) All insurance must be in effect before Owner will authorize the Customer to make attachments to any pole, and shall remain in force until such attachments have been removed from all such poles.
- (E) The Customer shall submit to Owner certificates of insurance by each company insuring the Customer to the effect that it has insured Customer for all liabilities of Customer 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 Customer except after giving not less than ten (10) days written notice to Owner. If self insured, the Customer will furnish certificate showing information..

ARTICLE XIV - AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to the Customer. The Company shall have the right to grant, renew and extend rights and privileges to others by contract or otherwise, to use the Covered Facilities.

ARTICLE XV - ASSIGNMENT OF RIGHTS

- (A) This authorization shall not inure to the benefit of the Customer's affiliates, successors or assigns. The Customer shall not assign or transfer any authorization granted hereunder unless it notifies the Company of such assignment or transfer, including any change in the notice address to be provided in accordance with Article XX.
- (B) Space for an authorized Attachment on a Company facility made available to the Customer is for the use of the Customer only, and the Customer shall not lease, sublicense, share with, convey or resell to any affiliates, subsidiaries, or any others any such space or rights so granted.

ARTICLE XVI - FAILURE TO ENFORCE

Failure of the Company to enforce or insist upon compliance with any of the terms or conditions of this Statement or to give notice or declare any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Statement, but the same shall be and remain at all times in full force and effect.

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ARTICLE XVII - TERMINATION OF AUTHORIZATION

(A) 60 Day Termination

- 1) In addition to rights of termination provided to the Company under other provisions of this Statement, the Company shall have the right to terminate the Customer's authorization(s) and/or rights granted under provisions of this Statement where the following occur:
 - a) If the Customer shall fail to comply with any of the terms or conditions of this Statement or default in any of its obligations under this Statement;
 - b) If the Customer's Attachment(s) are maintained or used in violation of any law or in aid of any unlawful act or undertaking;
 - c) The Customer ceases to have authority to construct and operate its Communications Facilities. Such termination shall be stayed if the Customer has sought judicial or regulatory review of the decision that: (i) has acted to terminate such authority or (ii) has declared that the Customer lacks such authority;
 - d) The Customer attaches to a Company facility, or other plant or equipment without having first been issued authorization therefore;
 - e) The Customer sublets or apportsions part of the authorized space or otherwise permits its assigned space to be used by an entity, including but not limited to an affiliate, that does not have its own authorization to attach in that assigned space;
 - f) The Customer, subject to the provisions of Article II, ceases to provide its services;
 - g) If the Customer shall fail to pay any sum due or to deposit any sum required under this Statement;
 - h) If any authorization that may be required by any governmental or private authority for the construction, operation and maintenance of the Customer's facilities is denied, revoked or cancelled;
 - i) If, except in circumstances in which the Company has accepted evidence of self-insurance in accordance with Article XIII, the Customer's insurance carrier shall at any time notify the Company that the policy or policies of insurance as required in Article XIII will be or have been cancelled or amended so that those requirements will no longer be satisfied.

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The Company will notify the Customer in writing of any instances cited above. The Customer shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Company within sixty (60) days following such written notice that the non-compliance has ceased or been corrected. If Customer fails to discontinue or correct the non-compliance and fails to give the required written confirmation to the Company with the time stated above, the Company may terminate the authorization(s) and/or rights granted hereunder for the Covered Facilities or other plant or equipment at which such non-compliance has occurred.

(B) Customer's Obligations

- 1) The Customer may at any time have its Attachments removed from an authorized location after first giving the Company written notice of such request. Following such removal, no Attachment shall again be made to the Covered Facilities or other plant or equipment until the Customer shall have first complied with all of the provisions of this Statement as though no such Attachment had previously been made.
- 2) In the event of termination of any authorization, license and/or rights hereunder, the Customer shall have its Attachments removed from the Company's facilities within sixty (60) days of the effective date of the termination; provided, however, that the Customer shall be liable for and pay all fees pursuant to the terms of this Statement until the Customer's attachments are removed from the Company's facilities.
- 3) If the Customer does not have its attachments removed from the Company's facilities within the specified time periods, the Company shall have the right to remove such facilities at the expense of the Customer and without any liability on the part of the Company for damage or injury to such facilities or interruption of the Customer's services.
- 4) When Customer's Attachment(s) are removed from the Company's facilities, no attachment to the same facilities shall be made until the Customer has first complied with all of the provisions of this Statement as though no such Attachment had been made previously and all outstanding charges due to the Company for such Attachment have been paid in full.

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ARTICLE XVIII - PROCEDURE FOR PROCESSING
MULTIPLE ATTACHMENT APPLICATIONS

Properly completed license applications received by the Company on the same day from two or more customers for attachment accommodations on the same Covered Facilities, shall be processed together. All Make-Ready Surveys or Make-Ready Work required to accommodate the applicants will be completed simultaneously for the benefit of all applicants. All applicants will be rebated with the pro-rate share of costs based on the number of applicants.

ARTICLE XIX - INSTALLATION OF POWER SUPPLIES

In the process of providing or upgrading service, it may be necessary for a Customer to place power supplies requiring pre-approval of placement and electric service for operation. In addition to the provisions contained herein, power supplies are also subject to the provisions of the Company's line extension Statement.

(A) DEFINITIONS

- 1) Power Supply - Any of Customer's Attachment(s) in direct contact with or supported by a Transmission pole or anchor, Generation Facility, or other Company' plant or equipment, including a piece of Customer' equipment, cabinet, or associated apparatus for the purpose of providing power for Customer's Attachment(s), with the exception of any cable attachments.
- 2) Pre-survey - The performance of a field review by the Customer together with a representative from the Company to survey the transmission pole, Generation Facility or other plant or equipment locations where proposed Power supplies are proposed.

(B) APPLICATION

- 1) Customer shall provide the Company with a completed application requesting review of one or more proposed Power Supply locations. In that application, the Customer shall provide the following information:
 - a) Proposed locations including points of attachment
 - b) Power Supply specifications that include apparatus height, width, depth, weight, vertical conduit size, and location on the transmission pole by quadrant, and meter location. The Company's acceptance of design is also required.

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- c) If Make-Ready Work is required, Customer shall submit a separate application listing those locations in need of Make-Ready Work.

(C) PROCEDURE

- 1) The following procedure shall be followed when Customer wishes to install Power Supplies:
 - a) The Customer shall submit a Power Supply Attachment Application to the Company to arrange for a Pre-survey of all locations where the Customer wishes to install a Power Supply.
 - i) The Company will arrange with the Customer for a date to be set for a Pre-survey to determine whether the proposed Power Supply attachment location is adequate for placement of the Power Supply.
 - ii) As a result of the Pre-survey, the Company shall notify the Customer of any Make-Ready Work charges and the Customer shall pay Make-Ready Work charges prior to the Company commencing any Make-Ready Work. Otherwise, the Customer may choose another transmission pole location for the Power Supply with the Company's approval.
 - iii) Once necessary Make-Ready Work is completed and the Power Supply is receiving electric service, then the Power Supply rental charges shall commence. These shall begin in the month the Power Supply is energized by the Company.
 - b) The Company will continue to conduct Subsequent Inspections until all of Customer's Attachment(s) as a result of the Power Supply project have been made compliant. The Customer shall pay the Company for the cost of performing the Post Construction Inspections only for those transmission poles, Generation Facilities, or other plant or equipment where Customer's Power Supply Attachments are found out of compliance. If the results of the Post Construction Inspections show results that are in non-compliance with the requirements and specifications, the Customer shall correct such non-conforming conditions within thirty (30) days of written notification from the Company. The Company will provide Customer with the results of the inspections to allow the Customer to bring its Attachment(s) into compliance.

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- c) Customer shall correct any non-conforming condition within thirty (30) days of written notification from the Company. Where Customer fails to correct stated non-conforming condition within thirty (30) days, the Company may revoke customer's authorization and de-energize that Power Supply. Customer shall be responsible for any costs associated with correcting such nonconforming conditions.
- d) If at anytime in the future, following the attachment of a Power Supply, the Company requests the Customer to either reconfigure its equipment, or locate to a new transmission pole, Generation Facility, or other Company' plant or equipment, the Customer agrees to perform this work within thirty (30) days of any such request at the Customer's expense.
- e) No Power Supply construction shall take place on Company facility requiring Make-Ready Work until any such work has been paid for in advance, completed by the Company, and the Customer has been notified of its completion by the Company.

ARTICLE XX – NOTICES AND RECORD REQUESTS

All written notices required under this Statement shall be given by posting the same in first class mail to:

Vermont Electric Cooperative, Inc.
42 Wescom Road
Johnson, Vermont 05656

Attention: Manager of Distribution Engineering

All written notices required under this Statement to the Customer shall be given by posting the same in first class mail to the Customer's address as provided in the application.

JOB AID FOR REQUESTS TO RECORDS

In an effort to maintain consistency associated with requests from outside the Company for the viewing or securing of plans and records this job aid is being prepared.

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REQUESTS

The process begins with the request from the Customer, which is directed to Manager of Distribution Engineering for the specific area where the request is made.

The request must be submitted in writing, indicating what the Customer requires (usually a map which has been highlighted or a listing of streets, etc. is supplied by the Customer) along with a reason for the request.

The Company will make the records available within a reasonable time frame (normally five day turn around) upon receipt of the **written request**, for the specific areas mentioned in the letter.

CHARGES & BILLING

Charges will be based on analysis of time and material with a minimum charge of \$25.00 to be used in determining costs.

- Up-front payment is required before any records of Transmission and Generation Facilities are provided.
- All checks should be made out to Vermont Electric Cooperative, Inc..

NON-DISCLOSURE AGREEMENTS

For each request a signed non-disclosure form is required from someone with authority in the organization making the request. A disclaimer at the end of the non-disclosure agreement is to advise the Customer that the information they are getting is for preliminary design purposes only - they still need to do field surveys and measurements.

RELEASE OF INFORMATION

When payment has been received and the non-disclosure agreement signed, the Customer may pick-up the requested records or they can be mailed, based on the Customer's preference.

RIGHT OF WAY REQUESTS

Right Of Way documents are a matter of public record and can be obtained from the various State and Municipal Offices such as City / Town Halls, Registry of Deeds, etc.

However, in the event requests are received, in writing, for Right of Way documents by customers the Company will direct the requesting party to the Right Of Way Coordinator for the area in question.

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The Customer would be required to submit payment for the time required by the Right Of Way Coordinator to locate and produce the documents being requested (time and material costs). Upon receipt of the check the documents would be given to the Customer.

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