

**VILLAGE OF LUDLOW
ELECTRIC LIGHT DEPARTMENT**

GENERAL RESIDENTIAL RATE 01

AVAILABILITY

To all residential consumers of the Village of Ludlow Electric Light Department.

APPLICABILITY

This rate is for single-phase up to 200 Amp electric service in private owner-occupied residences, individual apartments and farms for lighting and appliances. Incidental use for other purposes will be allowed provided that customer's load and/or use is predominantly as specified above, except that customers having a maximum measured energy consumption of 2,000 kWh or 9 kw or more for two consecutive months will be served under the provisions of Residential Demand Rate 08. This rate cannot be sold or shared with any other customer.

MONTHLY RATE

The sum of the following:

Customer Charge:	\$8.56
Energy Charge:	
First 125 kWh/month:	\$0.0523
Over 125 kWh/month:	\$0.1179

TERMS

The above rates are net, billed monthly and due and payable upon presentation of the bill.

LATE PAYMENT CHARGE

There will be a 1% per month charge on the balance (including any outstanding interest charges) over 30 days.

GENERAL RESIDENTIAL RATE 01 (Cont'd.)

MINIMUM MONTHLY CHARGE

Customer charge, per monthly billing period per meter or ten days of service, unless a higher minimum applies as provided in these rules and regulations. Under unusual circumstances the Department may permit more than one set of living quarters to be served through one meter, but if so the customer charge shall be multiplied by the number of separate living quarters.

OTHER CHARGES

When the Company is requested by the customer to make a special meter reading at other than regular billing times, or to establish a new account for a customer, or service is discontinued before six months at the customer request, there shall be a charge of \$16.42 for such service.

SUSPENSION OF SERVICE

Where service has been suspended at the customer's request, the minimum charge will not be applicable during such discontinuance, but in lieu thereof, a charge of six months of the customer charge that would normally have applied will be made when the service is re-established.

DURATION OF CONTRACT

Subject to termination at any time upon notice, unless a longer term applies in Terms and Conditions.

TERMS AND CONDITIONS

The Department's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

EFFECTIVE

On service rendered on and after August 1, 2010.

GENERAL RESIDENTIAL RATE 01 (Cont'd.)

DEFINITIONS

CUSTOMER CHARGE applies each month.

VILLAGE OF LUDLOW ELECTRIC LIGHT DEPARTMENT

BY _____
Controller

Superintendent

**VILLAGE OF LUDLOW ELECTRIC
LIGHT DEPARTMENT**

RESIDENTIAL DEMAND RATE 08

AVAILABILITY

This tariff shall apply to all residential customers with a measurable demand of 9 kW or 2,000 kWh or more for two consecutive months and such subsequent periods as the conditions of the tariff warrant.

A customer may elect to cease taking service under the rate by demonstrating for a twelve month period that their measured demand never exceeds 9 kW or 2,000 kWh for two consecutive months. The month following such a demonstration and providing that the customer has not subsequently exceeded the condition under which the rate is applicable, the customer may elect to take service under any of the other rates normally available for residential service.

This rate cannot be sold or shared with any other customer.

MONTHLY RATE

The sum of the following:

Customer Charge:	\$23.64
Demand Charge kW:	\$ 14.12
First 125 kWh:	\$ 0.0523
Over 125 kWh	\$ 0.0742

RESIDENTIAL DEMAND RATE 08 (CONT'D.)

BILLING DEMAND

The billing demand each month will be the greater of the measured demand or the ratcheted demand. The ratcheted demand will be 85% of the customer's maximum measured demand during the preceding 11 months for customers whose measured demand exceeds 15 kW. The ratchet will apply for 11 months following the month in which it occurred.

TERMS

The above rate is net, billed monthly and payable upon presentation of the bill.

LATE PAYMENT CHARGE

There will be a 1% per month charge on the balance (including any outstanding interest charges) over 30 days.

MINIMUM MONTHLY CHARGE

Demand charge and customer charge, per monthly billing period per meter or ten days of service, unless a higher minimum applies under these rules and regulations. Under unusual circumstances the Department may permit more than one set of living quarters to be served through one meter, but if so, the customer charges shall be multiplied by the number of separate living quarters.

OTHER CHARGES

When the company is requested by the customer to make a special meter reading at other than regular billing times, or to establish a new account for a customer, or service is discontinued before six months at the customer's request, there shall be a charge of \$16.42 for such service.

SUSPENSION OF SERVICE

Where service has been suspended at the customer's request, the minimum charge will not be applicable during such discontinuance, but in lieu thereof, a charge of six months of the customer charge that would normally have applied will be made when the service is re-established. When applicable the ratcheted billing demand shall be retroactively billed, as though the customer was active for each month from the date of suspension.

RESIDENTIAL DEMAND RATE 08 (CONT'D.)

TERMS AND CONDITIONS

The Department's terms and conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are part of this rate.

EFFECTIVE

On service rendered on and after August 1, 2010.

DEFINITIONS

CUSTOMER CHARGE applies each month

VILLAGE OF LUDLOW ELECTRIC LIGHT DEPARTMENT

BY _____
Controller

Superintendent

**VILLAGE OF LUDLOW ELECTRIC
LIGHT DEPARTMENT**

OFF-PEAK WATER HEATING RATE 05

AVAILABILITY

To all residential consumers of the Village of Ludlow Electric Light Department. Service under this rate is only available for existing customers on and after January 1, 2003. Any change in account/property ownership will result in termination of service under this rate.

APPLICABILITY

Electricity will be sold under this rate for water heating only, in storage type tanks of not less than eighty-gallon capacity, where conditions permit supplying additional distribution investment by the Department, subject to the following conditions:

1. Total heating element capacity shall not exceed 30 amps.
2. Customer shall wire to the water heater an approved cable or conduit and provisions for the installation of a separate meter and time switch both of which will be supplied by the Department.
3. Service will be supplied under this rate only during such hours as the Department may determine from time to time to meet conditions affecting the spare capacity available for this service, but in any event not less than thirteen hours daily.

MONTHLY RATE

The sum of the following:

Customer Charge:	\$6.43
Energy Charge:	\$0.0711

TERMS

The above rate is net, billed monthly and payable upon presentation of the bill.

OFF-PEAK WATER HEATING RATE 05 (Cont'd.)

LATE PAYMENT CHARGE

There will be a 1% per month charge on the balance (including any outstanding interest charges over 30 days).

MINIMUM MONTHLY CHARGE

Customer charge, per monthly billing period per meter or ten days of service, unless a higher minimum applies as provided in these rules and regulations.

DURATION OF CONTRACT

Subject to termination at any time upon notice, unless a longer term applies as provided in Terms and Conditions.

TERMS AND CONDITIONS

The Department's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are part of this rate. The Department will not perform meter and time switch maintenance after normal working hours.

EFFECTIVE

On service rendered on and after August 1, 2010.

VILLAGE OF LUDLOW ELECTRIC LIGHT DEPARTMENT

BY _____
Controller

Superintendent

**VILLAGE OF LUDLOW ELECTRIC
LIGHT DEPARTMENT**

GENERAL SERVICE RATE 06

AVAILABILITY

Available to all customers including stores, banks, offices, shops, schools, halls, hotels, motels, temporary services, and similar places which are for purposes other than those eligible for Rate 01.

APPLICABILITY

This rate is for single or three-phase electrical service in establishments for general lighting service, heating apparatus and appliances, and for all purposes not specifically included in other rates under this schedule. Customers having a maximum measured energy consumption of 2,000 kWh or 9 kW or more for two consecutive months will be served under the provisions of Commercial and Industrial Rate 07.

MONTHLY RATE

If more than one unit is served through one meter, the customer charge will be multiplied by the number of separate units.

The sum of the following:

Customer Charge:	\$ 19.23
Energy Charge:	\$ 0.1511

TERMS

The above rate is net, billed monthly and payable upon presentation of the bill.

LATE PAYMENT CHARGE

There will be a 1% per month charge on the balance (including any outstanding interest charges) over 30 days.

GENERAL SERVICE RATE 06 (Cont'd)

MINIMUM MONTHLY CHARGE

Customer charge, per monthly billing period per meter or ten days of service, unless a higher minimum applies as provided in these rules and regulations.

OTHER CHARGES

When the company is requested by the customer to make a special meter reading at other than regular billing times, or to establish a new account for a customer, or service is discontinued before six months at customer's request, there shall be a charge of \$16.42 for such service.

SUSPENSION OF SERVICE

Where service has been suspended at the customer's request, the minimum charge will not be applicable during such discontinuance, but in lieu thereof, a charge of six months of the customer charge that would normally have applied will be made when the service is re-established.

SINGLE OR THREE PHASE POWER

All customers with three-phase power will be subject to a \$28.89 customer charge. However, single-phase customers with C.T. metering will be subject to a \$116.96 customer charge and three-phase customers with C.T. metering will be subject to a \$133.14 customer charge.

DURATION OF CONTRACT

Subject to termination at any time upon notice, unless a longer term applies as provided in Terms and Conditions.

TERMS AND CONDITIONS

The Department's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

EFFECTIVE

On service rendered on and after August 1, 2010.

GENERAL SERVICE RATE 06 (Cont'd)

DEFINITIONS

CUSTOMER CHARGE applies each month

VILLAGE OF LUDLOW ELECTRIC LIGHT DEPARTMENT

BY _____
Controller

Superintendent

**VILLAGE OF LUDLOW ELECTRIC
LIGHT DEPARTMENT**

COMMERCIAL AND INDUSTRIAL RATE 07

AVAILABILITY

Available to all commercial and industrial customers including stores, banks, offices, shops, schools, halls, hotels, and motels, and similar places that are used for purposes other than private residences.

APPLICABILITY

This rate is for single or three-phase electrical service in and industrial establishments for general lighting service, motors, heating apparatus and appliances and for all purposes not specifically included in other rates under this schedule.

MONTHLY RATE

The sum of the following:

Customer Charge:		\$ 42.84
Demand Charge kW:	First 5 kW x	\$ 11.16
	Add'l kW x	\$ 12.99
Energy Charge per kWh		\$ 0.0799

BILLING DEMAND

The billing demand each month will be the greater of the measured demand or the ratcheted demand. The ratcheted demand will be 85% of the customer's maximum measured demand during the preceding 11 months for customers whose measured demand exceeds 15 kW.

COMMERCIAL AND INDUSTRIAL RATE 07 – (Cont'd)

TERMS

The above rate is net, billed monthly and payable upon presentation of the bill.

LATE PAYMENT CHARGE

There will be a 1% per month charge on the balance (including any outstanding interest charges) over 30 days.

MINIMUM MONTHLY CHARGE

Customer charge and demand charge, unless a higher minimum applies as provided in these rules and regulations.

OTHER CHARGES

When the Department is requested by the customer to make a special meter reading at other than regular billing times, or to establish a new account for a customer, or service is discontinued before six months at the customer's request, there shall be a charge of \$16.42 for each such service.

SUSPENSION OF SERVICE

Where service has been suspended at the customer's request, the minimum charge will not be applicable during such discontinuance, but in lieu thereof, a charge of six months of the customer charge that would normally have applied will be made when the service is re-established. When applicable the ratcheted billing demand shall be retroactively billed, as though the customer was active for each month from the date of suspension.

SINGLE OR THREE-PHASE POWER

Except as outlined below under CUSTOMER OWNED EQUIPMENT, all customers with three-phase power will be subject to a \$81.46 customer charge. However, single-phase customers with C.T. metering will be subject to a \$116.96 customer charge and three-phase customers with C.T. metering will be subject to a \$133.14 customer charge.

COMMERCIAL AND INDUSTRIAL RATE 07 – (Cont'd)

CUSTOMER OWNED EQUIPMENT

1. **Customer owning own equipment metered at primary voltage:** Customers receiving service under this rate who own and maintain all required transformers, protective devices and associated structures and who receive electric power, single or three-phase, 60 cycle delivered and measured at one point though one meter from a distribution line at 7.2 to 12.5 kV, shall pay the following customer charge. Such customer charge will replace the normal customer charge for either single or three-phase service.
 - a. Customer Charge – Three Phase \$ 554.71
 - b. Customer Charge - Single Phase \$ 205.59

2. **Customer owning own equipment metered at secondary voltage:** Where single or three-phase customer elects to provide transformer(s) or banks of transformers and is metered through a current transformer meter at secondary voltage. Where the power and energy requirement is measured at the secondary voltage side of the customer's power transformer and current transformer metering is required the customer charge will be \$116.96 for single-phase customers and \$133.14 for three-phase customers.

3. If the customer owns and maintains the transformer(s) and associated equipment (other than metering), a monthly credit of 0.05 per kw of monthly metered demand will be made to customer meter at 12.5 kv.

POWER FACTOR ADJUSTMENT

Customer shall maintain a power factor of 98% or higher under ordinary load conditions. When the power factor is less than 98%, the demand charge shall be increased by the ratio of 98% to the actual power factor, except that no power factor higher than 98% will be used in such determination. Power factor will be determined by Department instructions.

The Department reserves the right to waive determination and billing of power factor for demands less than 100 kW.

COMMERCIAL AND INDUSTRIAL RATE 07 – (Cont'd)

At its option, the Department may assume a power factor of 98% for a single-phase circuit and waiver measurement thereof.

DURATION OF CONTRACT

Subject to termination at any time upon notice, unless a longer term applies as provided in Terms and Conditions.

TERMS AND CONDITIONS

The Department's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

EFFECTIVE

On service rendered on and after August 1, 2010.

DEFINITIONS

CUSTOMER CHARGE applies each month

VILLAGE OF LUDLOW ELECTRIC LIGHT DEPARTMENT

BY _____
Controller

Superintendent

**VILLAGE OF LUDLOW ELECTRIC
LIGHT DEPARTMENT**

MULTIPLE TENANCY RATE 12

AVAILABILITY

This rate is for single-phase or three-phase electrical service through a single meter for a multiple tenancy, where the primary use is for residential purposes and the customer requirement exceeds 9 kW of installed demand and that meters under approved tariffs cannot be installed because of unreasonable economic factors or space requirements and usage is primarily for general lighting service, approved heating apparatus and appliance service not specifically included in other rates on this schedule. The Department reserves the right at its option to bill per kWh without demand rate.

APPLICABILITY

This tariff shall apply to all connected units within a multiple tenancy project where the project is served through a single meter. A unit with a bedroom and a bath and its own separate entrance, and which can be locked-off from a dwelling unit and separately rented will be counted as two units.

MONTHLY RATE

The sum of the following:

Customer Charge:		\$ 28.89
Customer Charge with demand:		\$ 81.46
Per Connected Unit Charge:		\$ 11.61
All kWh without demand charge:		\$ 0.1511
Demand Charge	First 5kW x	\$ 11.16
	Add'l kW x	\$ 12.99
All kWh with demand:		\$ 0.0799

MULTIPLE TENANCY RATE 12 (CONT'D.)

BILLING DEMAND

The billing demand each month will be the greater of the measured demand or the ratcheted demand. The ratcheted demand will be 85% of the project's maximum measured demand during the preceding 11 months for customers whose measured demand exceeds 15 kW.

TERMS

The above rate is net, billed monthly and payable upon presentation of the bill.

LATE PAYMENT CHARGE

There will be a 1% per month charge on the balance (including any outstanding interest charges) over 30 days.

MINIMUM MONTHLY CHARGE

Customer charge, per connected unit charge, and demand charge unless a higher minimum applies as provided in these rules and regulations. However, single-phase customers with C.T. metering will be subject to a \$116.96 customer charge and three-phase customers with C.T. metering will be subject to a \$133.14 customer charge.

POWER FACTOR ADJUSTMENT

Customer shall maintain a power factor of 98% or higher under ordinary load conditions. When the power factor is less than 98%, the demand charge shall be increased by the ratio of 98% to the actual power factor, except that no power factor higher than 98% will be used in such determination. Power factor will be determined by Department instructions.

The Department reserves the right to waive determination and billing of power factor for demands less than 100 kW.

TERMS AND CONDITIONS

The Department's terms and conditions in effect from time to time, where not inconsistent with any provisions hereof, are a part of this rate.

MULTIPLE TENANCY RATE 12 (CONT'D.)

EFFECTIVE

On service rendered on and after August 1, 2010.

DEFINITIONS

CUSTOMER CHARGE applies each month

VILLAGE OF LUDLOW ELECTRIC LIGHT DEPARTMENT

BY _____
Controller

Superintendent

**VILLAGE OF LUDLOW ELECTRIC
LIGHT DEPARTMENT
PRIVATE AND MUNICIPAL
OUTDOOR LIGHTING SERVICE RATE 11**

AVAILABILITY

Throughout the Village of Ludlow Electric Light Department's service territory.

APPLICABILITY

For outdoor security and flood lighting purposes, for private and public streets and public ways. The Department will furnish, maintain and operate suitable control apparatus for Department-Owned lights in order to provide lighting from dusk to dawn twelve months per year. Where Department-Owned, Department-standard luminaire, lamps, and brackets not over four feet in length are mounted on Department-owned wood poles and supplied by overhead or underground secondary distribution, the rates shown below under "Department Standards" will apply. Where the customer requests and pays for the original installation of other than Department-standard fixtures are supplied by overhead or underground secondary distribution the prices shown below under Ornamental Lighting will apply. Ornamental Lighting Fixtures will not be provided by Ludlow Electric, but will be installed and maintained by the Department. The Department accepts no liability with respect to "Ornamental Lighting" fixtures and reserves the right to refuse installation of any "Ornamental Fixtures".

DURATION OF AGREEMENT

One year from date of installation and thereafter until cancelled by the customer on 60 days written notice.

HOURS OF OPERATION

Outdoor lights which are photo-cell controlled shall be operated from one-half hour after sunset until one-half-hour before sunrise, a total of approximately 4,294 hours each year.

LUDLOW--OWNED OUTDOOR LIGHTING EQUIPMENT ON LUDLOW POLES :

MONTHLY RATE

Where lighting fixtures are mounted on existing Department-owned poles (or in the case of Ornamental Fixtures on customer provided and paid for ornamental poles now owned by Ludlow Electric) and supplied by overhead or underground type construction of circuits.

**VILLAGE OF LUDLOW ELECTRIC
LIGHT DEPARTMENT
PRIVATE AND MUNICIPAL
OUTDOOR LIGHTING SERVICE RATE 11**

Department Standards

Ornamental Lighting

<u>High Pressure Sodium</u>	Per Month	<u>Metal Halide</u>	Per Month
6,300 Lumen 70 Watt	\$13.40		
9,600 Lumen 100 Watt	\$16.31	8,500 Lumen 100 Watt	\$30.67
27,500 Lumen 250 Watt	\$25.71	17,000 Lumen 250 Watt	\$40.06
50,000 Lumen 400 Watt	\$34.18	28,800 Lumen 400 Watt	\$48.53
		Ornamental Pole- 14 ft. +/-	\$ 8.29
		Special Bracket	\$ 0.94

Department Standards

<u>LED Lighting</u>	<u>Per Month</u>
50 LED 99 Watt	\$ 12.01
70 LED 130 Watt	\$ 18.02
80 LED 156 Watt	\$ 19.45

Ludlow reserves the sole right to determine the end of an outdoor lighting fixture's useful life as well as the appropriate replacement which will be billed at the above rates.

CUSTOMER-OWNED OUTDOOR LIGHTING EQUIPMENT ON CUSTOMER-OWNED POLES

On Customer owned poles, 1) the Customer will furnish and install all poles and associated equipment either overhead or underground with specifications subject to Ludlow's prior approval or 2) the Customer may request Ludlow to install, in compliance with Ludlow standards, all poles and associated equipment based on a time and material bid price. All equipment must be photo-cell controlled. The Customer shall be responsible for maintaining the Customer-owned portion of the outdoor lighting system.

Ludlow will supply unmetered electric energy for Customer-owned outdoor photo cell controlled lighting equipment (based on 4,294 hours of operation per year) at the rates set forth below. The monthly kWh for photo-cell controlled lighting equipment is based on the total nominal wattage of the equipment, multiplied by the annual estimated hours of operation, divided by 12 months to determine an average monthly kWh use. A customer must complete an application providing the type of light(s), total wattage of each type of light, number of each type of light being installed and general specifications, instructions, dimensions, etc. that apply to the equipment. No billing adjustments will be made for individual service outages. The Customer is responsible to provide proper and timely maintenance to ensure that photovoltaic cell controls operate properly and equipment is maintained to minimize outage time. Ludlow reserves the right to discontinue service upon notice under this rate if the system is not properly maintained.

**VILLAGE OF LUDLOW ELECTRIC
LIGHT DEPARTMENT
PRIVATE AND MUNICIPAL
OUTDOOR LIGHTING SERVICE RATE 11**

MONTHLY SERVICE RATE: (Payable in U.S. Currency)

MONTHLY ENERGY RATE

\$0.16758 per kWh (based on the average monthly kWh use described above)

CUSTOMER-OWNED OUTDOOR LIGHT EQUIPMENT ON LUDLOW-OWNED POLES

A customer requesting installation of customer-owned lighting on Ludlow-owned poles shall supply all equipment specifications for Ludlow approval prior to purchase and installation. Ludlow, or Ludlow designated contractor, shall install customer owned lighting systems on Ludlow poles at the customer's expense. Installation charges shall be on an actual time and materials basis during normal business hours. The customer is responsible for providing all of the lighting equipment and appurtenances required to install the fixtures on the poles. Ludlow will maintain customer owned lighting systems on Ludlow poles on an actual time and materials basis. The customer is responsible for supplying all necessary materials, including any required inventory, as Ludlow does not stock material for customer owned systems. Ludlow shall own and maintain all poles, wires, and other equipment and apparatus necessary for supplying voltage to customer owned lighting systems on Ludlow poles.

Ludlow will supply unmetered electric energy for Customer-owned outdoor photo cell controlled outdoor lighting equipment (based on 4,294 hours of operation per year) at the rates set forth below. The monthly kWh for photo-cell controlled lighting equipment is based on the total nominal wattage of the equipment, multiplied by the annual estimated hours of operation, divided by 12 months to determine an average monthly kWh use. A customer must complete an application providing the type of light(s), total wattage of each type of light, number of each type of light being installed and general specifications, instructions, dimensions, etc. that apply to the equipment. No billing adjustments will be made for individual service outages. Ludlow will provide proper and timely maintenance to ensure that photovoltaic cell controls operate properly and equipment is maintained to minimize outage time at the Customer's cost..

If lighting equipment owned by the customer must be replaced as a result of vandalism, accident or any other cause, the customer shall pay to Ludlow the cost of removal of the existing equipment and the cost of replacement equipment including installation costs. The customer shall provide necessary materials and pay for labor and other costs necessary for maintenance and repairs above and beyond lamp and photo cell maintenance, including repairs and/or the replacement of damaged lighting equipment, regardless of the cause, nature or extent of physical damage. The customer agrees to hold Ludlow harmless from any damage or injury relating to the customer owned equipment.

**VILLAGE OF LUDLOW ELECTRIC
LIGHT DEPARTMENT
PRIVATE AND MUNICIPAL
OUTDOOR LIGHTING SERVICE RATE 11**

MONTHLY SERVICE RATE: (Payable in U.S. Currency)

MONTHLY ENERGY RATE

\$0.16758 per kWh (based on the average monthly kWh use described above)

CUSTOMER REQUESTED CONVERSION OF EXISTING OUTDOOR LIGHTING EQUIPMENT OR SERVICE.

Ludlow shall have the right to require those Customers requesting modification or replacement of existing Outdoor Lighting Equipment with alternative equipment or services to reimburse Ludlow for the un-depreciated cost of the equipment being converted or replaced, plus all costs, including make-ready costs, not recovered in the monthly charge for the alternative lighting or service. Reimbursement shall take place prior to conversion or removal of existing equipment. For purposes of this rate, LED outdoor lighting and any replacement of Ludlow-owned lighting with customer-owned lighting on Ludlow poles shall be considered to be alternative lighting equipment.

BILLING AND PAYMENT:

The above rates are net, billed monthly and payable upon presentation of bill. Such other terms and conditions of the Ludlow Electric Department, in effect from time to time, are a part of this rate. When not paid by the due date, which will be 30 days from date of the bill, service is subject to disconnection.

LATE PAYMENT CHARGE

There will be a 1% per month charge on delinquent balances (including any outstanding interest charges). An amount will be considered delinquent if not paid by the due date shown on the bill.

TERMS AND CONDITIONS

Maintenance and lamp replacement will be accomplished by the Department during normal working hours as the Department is notified of any outage.

**VILLAGE OF LUDLOW ELECTRIC
LIGHT DEPARTMENT
PRIVATE AND MUNICIPAL
OUTDOOR LIGHTING SERVICE RATE 11**

The owning entity is accountable for size and style of luminaire, lamps and brackets for public streets and public ways for Ornamental Lighting applications.

Repairs to Ornamental Lighting will be made as soon as possible, allowing for lead time required to order parts from the manufacturer, since the Department will not inventory replacement fixtures, poles or any other parts for Ornamental Lighting except lamps and photo cells.

The Department's terms and conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

EFFECTIVE

On service rendered on and after October 15, 2011

VILLAGE OF LUDLOW ELECTRIC LIGHT DEPARTMENT

BY _____
Controller

Superintendent

**VILLAGE OF LUDLOW ELECTRIC
LIGHT DEPARTMENT**

NON-FIRM SERVICE RATE 19

AVAILABILITY

Available to industrial customers served by Ludlow whose connected load exceeds **30%** of the Maximum Allowed System Peak, as defined in this tariff.

APPLICABILITY

This rate is for three-phase electrical service, operating at primary voltage of 12.47 kV, in industrial establishments capable of operating as non-firm or curtail-able load for motors, pumps, and miscellaneous purposes not specifically included in other rates under this schedule. Equipment served under this tariff must be operated with monitoring and control equipment approved by Ludlow under operating procedures outlined in this rate.

MONTHLY RATE

The charge per month shall consist of an Access Charge, a Base Distribution Facilities Charge, a Peak Distribution Facilities Charge, a Transmission Service Charge, and an Energy Charge .

Access Charge: \$554.71 per metering point per month.

Base Distribution Facilities Charge:
\$4.00 per kW of monthly non-coincident peak load.

Peak Distribution Facilities Charge:
\$7.96 per kW of monthly coincident peak load.

Transmission Service Charge:
\$10.01 per kW of customer's monthly coincident peak load

The customer's monthly coincident peak load for purposes of this rate is defined as its load at the time of Ludlow's monthly system peak.

The customer's monthly non-coincident peak load for purposes of this rate is defined as its maximum hourly load during the month, without respect to Ludlow's load.

NON-FIRM SERVICE RATE 19 – (Cont'd)

Energy Charge:

On Peak:

All kWh consumed during the hours ending 8:00 AM to 11:00 PM on weekdays shall be billed at a price of \$0.1322 per kWh

Off Peak:

All kWh consumed during the hours ending 12:00 AM to 7:00 AM on weekdays, and all weekend hours, shall be billed at a price of \$0.08123 per kWh

MAXIMUM ALLOWED SYSTEM PEAK

The Maximum Allowed System Peak for the Ludlow system is established at a value of 13.5 MW.

MINIMUM MONTHLY CHARGE

The Access charge unless a higher minimum applies as provided in these rules and regulations.

TERMS

The above rate is net, billed monthly and payable upon presentation of the bill.

LATE PAYMENT CHARGE

There will be a 1% per month charge on the balance (including any outstanding interest charges) over 30 days.

POWER FACTOR ADJUSTMENT

Customer shall maintain a power factor of 98% or higher under ordinary load conditions. When the power factor is less than 98%, the Base Distribution charge shall be increased by the ratio of 98% to the actual power factor, except that no power factor higher than 98% will be used in such determination. Power factor will be determined by Department instructions.

MAXIMUM PEAK PENALTY CHARGE

NON-FIRM SERVICE RATE 19 – (Cont'd)

During any hour in which the Ludlow system load exceeds the Maximum Allowed System Peak as defined above, in addition to all other charges under this rate, the customer will pay a charge equal to its maximum 15-minute peak load for that hour, times twice the monthly Peak Distribution Facilities Charge. Should the Maximum Allowed System Peak be exceeded in more than one hour of the month, the penalty for the month will be based on the customer's maximum 15-minute peak load during the hours in which Ludlow's system load exceeded the Maximum Allowed System Peak.

DURATION OF RATE

This rate is Subject to termination at any time upon notice, unless a longer term applies as provided in Terms and Conditions.

ENERGY EFFICIENCY CHARGE

The charges in this rate are subject to the Energy Efficiency Charge set out by the Vermont Public Utility Commission in Docket 5980 and amended from time to time by the Vermont Public Utility Commission.

TERMS AND CONDITIONS

The Department's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

EFFECTIVE

On service rendered on and after December 15, 2018.

VILLAGE OF LUDLOW ELECTRIC LIGHT DEPARTMENT

BY _____
Controller

BY _____
Superintendent

NON-FIRM SERVICE RATE 19 – (Cont'd)

Supplemental Terms and Conditions

The supplemental terms and conditions are appended to and made part of Non-Firm Service Rate 19.

In the event that Customer violates the terms of the rate, service shall be deemed to have been provided under Ludlow's Rate No. 7.

Meter, demand monitor, telephone lines, or other equipment failure shall not be deemed a reasonable, valid, or acceptable excuse for violation of the rate's demand limit provisions.

Ludlow approved demand control and demand-monitoring equipment shall be provided by Customer, which shall have the following capability:

- a. Continuous printout recording of both Ludlow total system demand and curtail-able load demand.
- b. Continuous readout of Ludlow system demand, curtail-able load demand and the rate-of-change of Ludlow system demand.
- c. Demand control will automatically shut down all electric resistance heat used by Customer at a point equal to 50 kW under Ludlow's established Winter Season Peak.
- d. Customer to pay all cost to maintain all demand control, demand monitoring and associated equipment, local and remote.
- e. Customer to pay for an annual inspection of the demand control and monitoring system. Inspection must be conducted by a person who is qualified and approved by Ludlow in this area of expertise, prior to the start of the winter season on October 1.

Customer shall keep an hourly log of Ludlow total system demand and maximum curtail-able load equipment demand as observed on the control console during those hours when curtail-able service equipment metered under this rate is being operated.

The strip chart recorder shall be labeled with the date and operator's initials each day when the curtail-able service equipment metered under this rate is operating. Both the strip chart recording and logbook shall be available for inspection and verification by Ludlow. A copy of the previous month's log shall be submitted with the monthly remittance to the Ludlow Superintendents Office by 10:00 AM on the first day of each month.

NON-FIRM SERVICE RATE 19 – (Cont'd)

Customer agrees to indemnify and hold Ludlow harmless for any damages to any person or property associated with the operation of Customer under this rate. Customer further agrees to indemnify and hold Ludlow harmless in the event that Customer violates the winter system peak load condition during a period of meter, demand monitor, or other equipment failure.

Ludlow Superintendent or his designee, at their discretion, may require that Customer reduce or discontinue its non-firm service load if an emergency condition exists on the Ludlow distribution system. At the time that an emergency condition is determined to exist, the time frame within which the customer must reduce or discontinue its non-firm service load will be communicated directly to the customer by the Superintendent or his designee.

POLE.ATT:00.00 POLE ATTACHMENTS, GENERAL

01. Subject to the terms and conditions contained in this Tariff, any Attaching Entity holding a Certificate of Public Good (Certificate) issued by the Vermont Public Utility Commission (PUC or Commission) may attach appropriate facilities to poles, anchors and rights-of-way owned wholly or jointly by Licensor.
02. Before making any attachments to such poles, the Attaching Entity must obtain from Licensor written authorization for the proposed attachment (s) subject to the terms of this Tariff and any authorization required by any joint owners.
03. All terms and conditions set forth in this Tariff also apply to any Attaching Entity with existing attachments to Licensor poles, notwithstanding the absence or prior written authorization from Licensor.
04. Pole rental rates as well as terms and conditions of payment are listed on the Tariff sheets included in Appendix A of this Tariff.
05. Except as specifically provided, nothing in this Tariff shall be construed to confer a right upon any Attaching Entity to alter, move, or otherwise perform work upon facilities owned by another Attaching Entity or by Licensor.
06. The rights and obligations of Licensor or Attaching Entity, whether or not specifically addressed in this Tariff, are governed by the provisions of PUC Rule 3.700, as amended from time-to-time and as interpreted and applied by the PUC.

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POLE.ATT:01.00 DEFINITIONS

01. Anchor Rod: a metal rod connected to an anchor and to which a guy strand is attached (also known as "guy rod").

02. Attachments - Any of Attaching Entity's facilities in direct contact with or supported by a utility pole, and/or any article of equipment attached to a point on a pole not normally occupied by a strand attachment (e.g., power supplies, equipment, cabinets, terminals, etc.). For billing purposes an attachment is a strand, regardless of the number of conductors lashed to it, and pole mounted power supplies. If new or existing over-lashed facilities are owned by more than one Attaching Entity, then each Attaching Entity shall pay Licensor the applicable attachment rate designated by this Tariff in Attachment A.

03. Attaching Entity means any entity defined in PUC Rule 3.702(8) and authorized to provide service within the service territory of Licensor and which has, or desires to make, attachments to poles owned in whole or in part by Licensor.

04. **Broadband Service Provider means 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. A Broadband Service Provider who does not hold a certificate of public good must, before availing itself of the provisions of this Rule, file with the Commission and with any affected Pole-Ownning 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, and a representation that the Provider will abide by the terms and conditions of Rule 3.700 and any applicable pole attachment tariffs, including but not limited to any protocols filed pursuant to Rule 3.708(K), and any Rules and Orders issued by the Commission.**

05. Field Service Work or Survey Work: a survey of the poles on which Attaching Entity wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

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06. Guy Strand: a metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.
07. Joint Owner: a person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.
08. Make-Ready Work: All work, including, but not limited to, rearrangement and/or transfer or existing facilities and attachments, replacement of a pole or any other changes required to accommodate the attachment of Attaching Entity's facilities to a pole or anchor.
09. Pre-Construction Survey: Comprised of field inspection of the existing pole and anchor attachments to determine any necessary Make-Ready Work, and the administrative effort required to process the application and prepare the charges for Make-Ready Work, if applicable.
010. Material Alteration: after initial attachment, actions by the Attaching Entity, such as addition of equipment, changes in the configuration of existing equipment, or replacement of equipment, which either require additional clearance or add sufficient stress to the pole to require Make-Ready Work. A system rebuild does not constitute a material alteration except where accommodation of any temporary simultaneous attachment associated with such rebuilding necessitates make-ready work. The use of a "J" hook during a system rebuild does not require make-ready work and therefore a rebuild in-place does not require the full application process.
011. Other Entity: any entity, including an Attaching Entity.
012. Tariff: These terms & conditions, the rates as set forth in Appendix A, the forms found in Appendix B and the *Guidelines for Broadband Service Provider Antenna Systems Mounted on Distribution Poles* attached as Exhibit C.

POLE.ATT:02.00 RESERVED FOR FUTURE USE

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POLE.ATT:03.00 ATTACHMENT LICENSE

01. Subject to the provisions of this Tariff, including payment of the fees and charges, Licensor will issue to Attaching Entity revocable, nonexclusive written license to attach facilities to the space available on Licensor's poles, anchors and rights-of-way. License is required prior to attachment to any pole, anchors and rights-of-way owned in whole or in part by Licensor.
02. No use, however, extended, of Licensor's poles, anchors and rights-of-way or payment of any fees or charges required under this Tariff shall create or vest in Attaching Entity any ownership or property rights in such poles, anchors and rights-of-way. Attaching Entity's rights to use of Licensor's poles, anchors and rights-of-way shall be and remain strictly a license. No license granted under the terms of this Tariff shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of Licensor's poles, anchors and rights-of-way.
03. Nothing contained in this Tariff shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole or other facilities not needed for Licensor's own service requirements. Licensor may relocate, remove, operate, modify or reconfigure its poles or other facilities as it deems prudent for its own needs.
04. Nothing contained in this Tariff shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has previously made, or may in the future make, with other entities. Nothing in the foregoing provisions of this subsection shall take away rights or impose additional or conflicting obligations upon Attaching Entities under this Tariff or the Commission's Rules governing pole attachments.
05. Failure of Licensor to enforce any of the terms or conditions of this Tariff, or to give notice of termination of license, shall not constitute a waiver or relinquishment of any term or condition of the Tariff, but the same shall be and remain at all times in full force and effect.
06. By attaching to any of Licensor's poles, anchors and rights-of-way pursuant to this Tariff, Attaching Entity agrees that any and all obligations imposed on Attaching Entity by this Tariff shall extend to each and every sub-contractor hired by Attaching Entity to perform work on Licensor's poles, anchors and rights-of-way, along with any subcontractors hired by subcontractors, no matter how many levels of sub-contracting are involved. Attaching Entity shall be and remain

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responsible to assure that any such subcontractors and sub-subcontractors shall comply with all terms of this Tariff. Should any subcontractor, or sub-subcontractor of Attaching Entity, violate any term of this Tariff, then Attaching Entity itself shall be jointly and severally responsible for and liable to Licensor for such violations by the subcontractor or sub-subcontractor.

07. Licensor will provide non-discriminatory access to any pole, anchor, or right-of-way in which it has an ownership interest. Licensor may deny access for reasons of safety, reliability, or applicable and accepted engineering standards. Licensor may deny access on a non-discriminatory basis where there is insufficient capacity. Insufficient capacity shall not be grounds for denial of access where make-ready work can be used to increase or create capacity.

POLE.ATT:04.00 PAYMENT OF FEES AND CHARGES

01. Attaching Entity shall pay to Licensor the fees and charges specified in Appendix A of this Tariff, in accordance with the terms and conditions set forth herein. Nonpayment of any amount due under this Tariff shall constitute a default.
02. Attaching Entity shall make an advance payment to Licensor prior to each of (a) the required field survey in an amount specified by Licensor as sufficient to cover the estimated cost of the survey; and (b) any make-ready work required in an amount specified by Licensor as sufficient to cover the estimated cost of the make-ready work. The amount of any advance payment required will be credited against the charges for services as specified by the Tariff.
03. When an advance payment made by Attaching Entity to Licensor for field survey or Make-Ready Work is less than the actual cost to Licensor for such work, Attaching Entity shall pay Licensor all sums due in excess of the amount of the advance payment.
04. When an advance payment made by Attaching Entity to Licensor for field survey or make-ready work exceeds the actual cost to Licensor for such work, Licensor shall refund the difference to Attaching Entity.

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POLE.ATT:05.00 LEGAL REQUIREMENTS

01. Attaching Entity shall be responsible for obtaining from the appropriate public and/or private authority any required authorization, including rights-of-way, to construct, operate and maintain its attachments on public and private property at the location of Licensor's poles which Attaching Entity uses. Attaching Entity must submit to Licensor evidence of such authority before making attachments. Licensor shall make available whatever property interests it has obtained with respect to the placement of facilities on its poles and anchors but shall not be required to request additional property interests solely for the benefit of the Attaching Entity. Licensor will not deny access to its poles based on a questionable use of a right-of-way; however, Attaching Entity will indemnify Licensor against all costs and claims resulting from a legal challenge to Attaching Entity's use of that right-of-way. Licensor shall not seek easements exclusively for the benefit of Licensor.
02. Attaching Entity and Licensor shall at all times observe and comply with all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties.
03. No license granted under terms of this Tariff shall extend to any pole where it has been determined by a court of law or the PUC that the placement of Attaching Entity's attachments would result in forfeiture of the rights of Licensor or any joint owners to occupy the property on which the poles are located. If placement of Attaching Entity's attachments would result in forfeiture of the right to occupy such property, Attaching Entity shall remove its attachments immediately and pay Licensor and any joint owners all losses, damages, and costs incurred as a result.

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POLE.ATT:06.00 TECHNICAL SPECIFICATIONS

01. Attaching Entity's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Administration and the specifications of any joint owners(s)(if any) and any other governing authority having jurisdiction over the subject matter. Where specifications differ, the more stringent shall apply.
02. Before Attaching Entity or any subcontractor of Attaching Entity, or any subcontractor of a subcontractor commences work for the first time on any portion of Licensor's utility plant, Attaching Entity and/ or such subcontractor or subcontractor(s) shall meet with Licensor for Licensor to review Licensor's construction standards and practices with Attaching Entity and/ or such subcontractor.
03. If any part of Attaching Entity's attachments is improperly placed and maintained, Licensor may, upon sixty days written notice to Attaching Entity and in addition to any other remedies Licensor may have under this Tariff, remove such attachments from any or all of its poles or take such other action in connection with said attachment necessary to provide for the safety of its employees or performance of its service obligations. Removal of attachments shall be at the Attaching Entity's expense and without liability to Licensor except in the case of any negligence or willful misconduct of Licensor.
04. During any period of time when Attaching Entity or any subcontractor of Attaching Entity is conducting any form of work on or around Licensor's poles, Licensor shall have the right to conduct inspections at any time of the work being performed by Attaching Entity or Attaching Entity's subcontractors on Licensor's utility plant.
05. Should Licensor find any deviation by Attaching Entity or a subcontractor of Attaching Entity, or a subcontractor of a subcontractor, from Licensor's standards referenced in 06.01 and practices for work on Licensor's utility plant in place at the time license for the attachments is granted, then Licensor shall be entitled to order Attaching Entity and/ or any subcontractors to immediately cease using the unapproved deviations when working on Licensor's utility plant.
06. Licensor adopts the guidelines set forth in Exhibit C as its attachment protocol pursuant to Commission Rule 3.708(K).

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POLE.ATT:07.00 PUBLIC LIABILITY INSURANCE

01. Attaching Entity shall carry public liability insurance issued by a carrier authorized to do business in Vermont to protect both Attaching Entity and Licensor from and against any and all claims, demands, judgments or liabilities of any and every kind or nature which may result, directly or indirectly, from or by reason of any loss, injury or damage caused by Attaching Entity.
02. Attaching Entity shall submit to Licensor certificates of public liability insurance from each company insuring Attaching Entity, demonstrating that such insurer or insurers have insured Attaching Entity for all liabilities of Attaching Entity covered by this Tariff and in the amounts required by this Tariff; and such certificates shall name Licensor as an additional insured under the public liability policy and specify that such insurer shall not cancel or change any such policy of public liability insurance issued to Attaching Entity except after the giving of not less than thirty (30) days' written notice to Licensor. Attaching Entity shall also document to Licensor's satisfaction that either: (A) any subcontractors employed by Attaching Entity (and any subcontractors of subcontractors of Attaching Entity) are covered by Attaching Entity's public liability insurance to the same extent required of Attaching Entity under this Tariff; or (B) that any such subcontractors (and subcontractors of subcontractors) have public liability insurance coverage in the same amounts as required of Attaching Entity under this Tariff, and shall also name Licensor as an additional insured under the public liability policy, and that such public liability insurance of such subcontractors also contains provisions requiring no less than 30 days' written notice to Licensor prior to cancellation.
03. The amounts of public liability insurance, without deductible, shall be not less than \$2,000,000 as to any one occurrence and \$2,000,000 in the aggregate against liability due to property damage; and not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate against liability due to injury to or death of persons.
04. Attaching Entity shall also carry appropriate Workers' Compensation insurance as required by law.
05. All public liability insurance must be effective before Attaching Entity attaches to any pole and shall remain in force until such attachments have been removed from all such poles.
06. Attaching Entity's property insurance policy shall contain a waiver-of-

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subrogation clause running to Licensor. This must be reflected in the certificate of insurance provided by Attaching Entity. Such policy shall be the primary remedy for all losses covered by the policy.

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**POLE.ATT:08.00 PRE-CONSTRUCTIONSURVEY ANDPOLEMAKE-READY
WORK**

Ludlow Electric Department's pre-construction survey and pole make-ready process follows revised Rule 3.708, as made effective by the PUC's order of July 20, 2020 in Case No. 19-3603-RULE.

- (A) Application. Applications for attachment by an Attaching Entity to a Pole-Owning Utility shall be submitted in writing and must provide the Pole-Owning Utility with the information necessary under the Pole-Owning Utility's procedures, as specified in requirements that are made available in writing by the Pole-Owning Utility, to begin to survey the facility to which attachment is sought.
- (1) A Pole-Owning Utility shall determine within 10 business days after receipt of an application whether the application is complete and notify the new Attaching Entity of that decision. If the Pole-Owning Utility does not respond within 10 business days after receipt of the application, or if the Pole-Owning Utility rejects the application as incomplete but fails to specify any reasons in its response, then the application is deemed complete. If the Pole-Owning Utility timely notifies the new Attaching Entity that its attachment application is not complete, then it must specify all reasons for finding it incomplete.
 - (2) Any resubmitted application need only address the Pole-Owning Utility's reasons for finding the application incomplete and shall be deemed complete within five business days after its resubmission, unless the Pole-Owning Utility specifies to the new Attaching Entity which reasons were not addressed and how the resubmitted application did not sufficiently address the reasons.
- (B) Initial Action and Survey.
- (1) A Pole-Owning Utility shall complete a Make-Ready survey within 45 days (or within 60 days in the case of larger orders as described in paragraph (E) of this section) from the date the completed application is received, unless otherwise agreed to by the parties. If a Pole-Owning Utility intends to deny access to poles under 3.707(A)(1), (2), or (3), it shall state with specificity the grounds for the denial.
 - (2) Where the new Attaching Entity has conducted a survey subject to paragraph (M)(2) of this section, a Pole-Owning Utility can elect to satisfy its survey obligations in this paragraph (B) and retain control over the Make-Ready process by notifying existing Attaching Entities of its intent to use the survey conducted by the new Attaching Entity and by providing a copy of the survey to the existing Attaching Entities within the time period set in paragraph (B)(1) of this section. A Pole-Owning Utility relying only on a survey conducted by the new Attaching Entity to satisfy all its obligations under this paragraph (B), and is not performing any

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additional survey work of its own, shall have 15 days to make such a notification to existing Attaching Entities rather than a 45-day survey period.

- (3) The Pole-Owning Utility's tariff may require prepayment, or other reasonable assurance of credit worthiness, before performing a Make-Ready survey.
- (C) Estimate, New Attaching Entity's Authorization and Payment.
- (1) A Pole-Owning Utility shall present to a new Attaching Entity a detailed estimate of charges to perform all necessary Make-Ready work within 60 days (or within 75 days in the case of larger orders as described in paragraph (E) of this section) of the date the completed application is received, unless otherwise agreed to by the parties. In the case where a new Attaching Entity has performed a survey, the Pole-Owning Entity shall present the estimate within 21 days of receipt unless otherwise agreed to by the parties. Upon request from the new Attaching Entity, the estimate shall itemize the work on a pole-by-pole basis and identify the necessary Make-Ready work as Simple or Complex. The estimate should also identify any permits that are required in connection with the Make- Ready work.
 - (a) A Pole-Owning Utility may withdraw an outstanding estimate of charges to perform Make-Ready work beginning 14 days after the estimate is presented unless otherwise agreed by the parties.
 - (b) A new Attaching Entity shall accept a valid estimate and make payment any time after receipt of an estimate but before the estimate is withdrawn.
 - (2) The costs of a Make-Ready survey shall be payable even if the entity decides not to go forward with construction of its attachments.
- (D) Make-Ready. Upon receipt of payment specified in paragraph (C)(1)(b) of this section, a Pole-Owning Utility shall notify within 5 business days and in writing all known Attaching Entities that may be affected by the Make-Ready.
- (1) The notice shall:
 - (a) Specify where and what Make-Ready work will be performed.
 - (b) Set a date for completion of Make-Ready work that is no later than 60 days after notification is sent (or up to 105 days in the case of larger orders as described in paragraph (E) of this section).
 - (c) State that any Attaching Entity with an existing attachment may modify the attachment consistent with the specified Make-Ready work before the date set for completion.
 - (d) State that if Make-Ready work is not completed by the completion date set by the Pole-Owning Utility in paragraph (D)(1)(b) in this section, the new Attaching Entity may complete the Make-Ready work specified pursuant to paragraph (L)(2)(b) of this section.
 - (e) State the name, telephone number, and email address of a person to contact for

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more information about the Make-Ready procedure.

- (2) Once a Pole-Owning Utility provides the notices described in this section, it then must provide the new Attaching Entity with a copy of the notices and the existing Attaching Entities' contact information and address(es) where the Pole- Owning Utility sent the notices. The Pole-Owning Utility shall also notify the new Attaching Entity when applications for any required permits have been submitted and when those permits are received. The new Attaching Entity shall be responsible for coordinating with existing Attaching Entities to encourage their completion of Make-Ready work by the dates set forth by the Pole-Owning Utility in paragraph (D)(1)(b) of this section.
 - (3) A Pole-Owning Utility shall complete its Make-Ready work by the same dates set for existing Attaching Entities in paragraph (D)(1)(b) of this section.
- (E) Time to Complete Make-Ready. For purposes of compliance with the time periods in this section:
- (1) A Pole-Owning Utility shall apply the time periods described in paragraphs (B) through (D) of this section to surveys and Make-Ready work on the lesser of 300 poles or 0.5 percent of the Pole-Owning Utility's poles in Vermont.
 - (2) A Pole-Owning Utility may add 15 days to the survey period described in paragraph (B) of this section to larger orders up to the lesser of 3,000 poles or 5 percent of the Pole-Owning Utility's poles in Vermont.
 - (3) A Pole-Owning Utility may add 45 days to the Make-Ready periods described in paragraph (D) of this section if Make-Ready work is needed on the lesser of 3,000 poles or 5 percent of the Pole-Owning Utility's poles in Vermont.
 - (4) A Pole-Owning Utility shall in good faith negotiate the Make-Ready period if the number of poles requiring Make-Ready work exceeds the lesser of 3,000 poles or 5 percent of the Pole-Owning Utility's poles in Vermont.
 - (5) A Pole-Owning Utility may treat multiple requests from a single new Attaching Entity as one request when the requests are filed within 30 days of one another.
 - (6) All time periods stated above may be modified by agreement between the Pole-Owning Utility and the new Attaching Entity.
 - (7) The applicable time periods shall not be extended solely because a pole is jointly owned.
- (F) Dual Utility Poles.
- (1) In the event Make-Ready work requires a replacement utility pole to be installed, the Pole-Owning Utility shall have 90 days from the date of installation of the new utility pole to remove the obsolete pole.
 - (2) If an existing Attaching Entity does not complete Make-Ready work in the time specified in paragraphs (D) or (E) of this section, the Pole-Owning Utility or the new

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Attaching Entity may utilize the Self-Help Remedy specified in paragraph (L) of this section to move the existing attachment from the existing pole to the new pole. Costs associated with moving the existing attachment under these circumstances shall be paid by the existing Attaching Entity.

- (3) Except as provided in paragraph (I)(1), if the Make-Ready work for a new Attaching Entity requires replacing poles, all costs associated with the removal of the existing utility pole shall be paid by the new Attaching Entity.
 - (4) If removal of the existing utility pole is shown to be infeasible for good and sufficient cause, a Pole-Owning Utility shall have six months from the date of installation of the new utility pole and the transfer of all cables and equipment to the new utility pole to remove the existing utility pole.
- (G) Deviation from Time to Complete Make-Ready.
- (1) A Pole-Owning Utility may deviate from the time limits specified in this section during performance of Make-Ready for good and sufficient cause that renders it infeasible for the utility to complete Make-Ready within the time limits specified in this section. A Pole-Owning Utility that so deviates shall immediately notify, in writing, the new Attaching Entity and affected existing Attaching Entities and shall identify the affected poles and include a detailed explanation of the reason for the deviation and a new completion date. The Pole-Owning Utility shall deviate from the time limits specified in this section for a period no longer than necessary to complete Make-Ready on the affected poles and shall resume Make-Ready without discrimination when it returns to routine operations. A Pole-Owning Utility cannot delay completion of Make-Ready because of a preexisting violation on an affected pole not caused by the new Attaching Entity.
 - (2) An existing Attaching Entity may deviate from the time limits specified in this section during performance of complex Make-Ready for reasons of safety or service interruption that renders it infeasible for the existing Attaching Entity to complete Complex Make-Ready within the time limits specified in this section. An existing Attaching Entity that so deviates shall immediately notify, in writing, the new Attaching Entity and other affected existing Attaching Entities and shall identify the affected poles and include a detailed explanation of the basis for the deviation and a new completion date, which in no event shall extend beyond 90 days from the date the notices described in paragraph (D) of this section are sent by the utility (or up to 120 days in the case of larger orders described in paragraph (E) of this section). The existing Attaching Entity shall not deviate from the time limits specified in this section for a period longer than necessary to complete Make-Ready work on the affected poles.
- (H) Least Cost Methods. In completing Make-Ready work, a Pole-Owning Utility 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 Electrical Safety Code, state and local laws and regulations, and Pole-Owning Utility construction standards.
- (I) Payments. After completion of Make-Ready work, the new 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 pre-payment not actually required.
- (1) The new 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 new Attaching Entity has caused a portion of the violation.
 - (2) The costs of any modification that is also specifically used by other existing Attaching Entities shall be apportioned accordingly.
 - (3) Where a Pole-Owning Utility currently relies upon one or more techniques referenced in this paragraph (I) as part of its normal operating procedures but refuses to utilize such techniques for the benefit of the new Attaching Entity, 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).
 - (4) Where Make-Ready work has not been completed consistent with paragraphs (B) through (E) of this section, within 30 days of the expiration of the applicable timeline, the Pole-Owning Utility and any existing Attaching Entities shall refund to the new Attaching Entity any portion of payment received for the applicable Make-Ready work to the new Attaching Entity for any work not yet completed.
- (J) 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.
- (K) Outside Contractors.
- (1) All Pole-Owning Utilities and Attaching Entities shall maintain and keep up-to- date a reasonably sufficient list of contractors they authorize to perform Make- Ready surveys and work, or other specified tasks upon their equipment (“Outside Contractor List”). The list shall identify the contractors that are authorized to perform complex Make-Ready work.
 - (2) Within one month of adoption of this Rule for entities already holding a Certificate of Public Good or within one month of receiving a Certificate of Public Good to operate in the state, a Pole-Owning Utility or Attaching Entity shall submit its Outside Contractor List to the Commission and the Department, preferably in ePUC, as directed by the Commission. This list shall be updated as needed to maintain current contractor information. Upon request, the Commission or Department will provide the applicable Outside Contractor List to an Attaching Entity.
 - (3) If an entity requesting attachment hires a contractor for purposes specified in this paragraph (K), the requesting entity shall choose from the authorized contractors on the Outside Contractor List.
 - (a) If a Pole-Owning Utility does not provide a list of authorized contractors or no contractor on the Outside Contractor List is available within a reasonable time period, the new Attaching Entity may choose its own qualified contractor that meets the requirements in paragraph (K)(5) of this section. When choosing a contractor that is not on the Outside Contractor List, the new Attaching Entity

must certify to the Pole-Ownning Utility that its contractor meets the minimum qualifications described in paragraph (K)(5) of this section when providing notices required by paragraph (L) and (M) of this section.

- (b) The Pole-Ownning Utility may disqualify any contractor chosen by the new Attaching Entity that is not on the applicable Outside Contractor List, but such disqualification must be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications described in paragraph (K)(5) of this section or to meet the Pole-Ownning Utility's publicly available and commercially reasonable safety or reliability standards. The Pole-Ownning Utility must provide notice of its objection in compliance with the notice requirements of paragraph (L) and (M) of this section.
- (4) If the Pole-Ownning Utility is not an electric utility and there are electric lines on the pole, the Pole-Ownning Utility shall provide the operator of the electric lines with advance notice of the work to be done and shall allow the electric utility to join or take over the supervision and control of the work of the outside contractor in the electrical space. Pole-Ownning Utilities and existing Attaching Entities shall refund amounts collected from Attaching Entities for work subsequently completed by outside contractors.
- (5) Pole-Ownning Utilities and Attaching Entities must ensure that the Outside Contractor List meets the following minimum requirements:
 - (a) The contractor must follow National Electrical Safety Code (NESC) guidelines;
 - (b) The contractor acknowledges that it knows how to read and follow licensed-engineered pole designs for Make-Ready, as required;
 - (c) The contractor must follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the Requirements of the Occupational and Safety Health Administration (OSHA) rules;
 - (d) The contractor must follow any procedures, standards, codes, and regulations that the Pole-Ownning Utility requires of its own contractors;
 - (e) The contractor must meet or exceed any uniformly applied and reasonable safety and reliability thresholds set by the Pole-Ownning Utility; and
 - (f) The contractor is adequately insured or will establish an adequate performance bond for the Make-Ready it will perform, including work it will perform on facilities owned by existing Attaching Entities.

(L) Self-Help Remedy.

- (1) If a Pole-Ownning Utility does not complete survey work in the time specified in paragraph (B) of this section, the new Attaching Entity may hire a contractor from

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the Outside Contractor List.

- (a) A new Attaching Entity shall permit the affected Pole-Owning Utility and existing Attaching Entities to be present for any field inspection conducted as part of the new Attaching Entity's survey.
 - (b) A new Attaching Entity shall use commercially reasonable efforts to provide the affected Pole-Owning Utility and existing Attaching Entities with advance notice of not less than 3 business days of a field inspection as part of any survey it conducts. The notice shall include the date and time of the survey, a description of the work involved, and the name of the contractor being used by the new Attaching Entity.
- (2) If a Pole-Owning Utility does not complete Make-Ready work in the time specified in paragraph (D) of this section, the new Attaching Entity may hire a contractor from the Outside Contractor List to complete the Make-Ready.

- (a) A new Attaching Entity shall permit the Pole-Owning Utility and existing Attaching Entities to be present for any Make-Ready work. A new Attaching Entity shall use commercially reasonable efforts to provide the affected utility and existing Attaching Entities with advance notice of not less than 5 days of the impending Make-Ready. The notice shall include the date and time of the Make-Ready, a description of the work involved, and the name of the contractor being used by the new Attaching Entity.

Self-Help Post Make-Ready Timeline. A new Attaching Entity shall notify the affected Pole-Owning Utility and existing Attaching Entities within 15 days after completion of self-help Make-Ready work for a particular application. The notice shall provide the affected Pole-Owning Utility and existing Attaching Entities at least 90 days from receipt in which to inspect the Make-Ready. The affected Pole-Owning Utility and existing Attaching Entities have 14 days after completion of their inspection to notify the Attaching Entity of any damage or code violation caused by Make-Ready conducted by the Attaching Entity on their equipment. If the Pole-Owning Utility or existing Attaching Entity notifies the Attaching Entity of such damage or code violations, then the Pole-Owning Utility or existing Attaching Entity shall provide adequate documentation of the damage or the code violations. The Pole-Owning Utility or existing Attaching Entity may either complete any necessary remedial work and bill the new Attaching Entity for the reasonable costs related to fixing the damage or code violations or require the new Attaching Entity to fix the damage or code violations at its expense within 14 days following notice from the Pole- Owning Utility or existing Attaching Entity.

- (M) One-Touch Make-Ready Option. For attachments involving Simple Make-Ready, new Attaching Entities may elect to proceed with the process described in this paragraph instead of the attachment process described in paragraphs (B) through (E) of this

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section. It is the responsibility of the new Attaching Entity to ensure that its contractor determines whether the Make-Ready requested in an attachment application is Simple Make-Ready.

(1) Attachment Application.

- (a) An application for attachment shall be submitted in writing and must provide the Pole-Owning Utility with the information necessary under its procedures to grant or deny the application.
- (b) A new Attaching Entity electing the one-touch Make-Ready process must indicate that it intends to perform one-touch Make-Ready in its attachment application and must identify the Simple Make-Ready it will perform.
- (c) A Pole-Owning Utility shall complete review of an attachment application and grant or deny a new Attaching Entity's application within 15 days of receipt of the application (or within 30 days, in the case of larger orders as described in paragraph (E) of this section). Within its review and response period, the Pole-Owning Utility may object to the designation by the new Attaching Entity that the attachment only requires Simple Make-Ready work. The Pole-Owning Utility's objection must be specific, in writing, and include all relevant information and evidence supporting its good-faith conclusion.

(2) Surveys. The new Attaching Entity is responsible for all surveys required as part of the one-touch Make-Ready process and shall use a contractor as specified in paragraph (K) of this section.

- (a) A new Attaching Entity may need to perform a survey to determine whether Make-Ready work is simple or complex before filing an application for one-touch Make-Ready.
- (b) The new Attaching Entity shall permit the Pole-Owning Utility and any existing Attaching Entities on the affected poles to be present for any field inspection conducted as part of the new Attaching Entity's surveys. The new Attaching Entity shall use commercially reasonable efforts to provide the Pole-Owning Utility and affected existing Attaching Entities with advance notice of not less than 3 business days of a field inspection as part of any survey and shall provide the date, time, and location of the surveys, and the name of the contractor performing the surveys.

(3) Make-Ready. If the new Attaching Entity's attachment application is approved and if it has provided 15 days' prior written notice of the Make-Ready to the affected Pole-Owning Utility and existing Attaching Entities, the new Attaching Entity may proceed with Make-Ready using a contractor in the manner specified in paragraph (K) of this section.

- (a) Prior written notice shall include the date and time of the Make-Ready, a description of the work involved, and the name of the contractor being used by the new Attaching Entity, and shall provide the affected Pole-Owning Utility

and existing Attaching Entities a reasonable opportunity to be present for any Make-Ready.

- (b) The new Attaching Entity shall immediately notify an affected Pole- Owing Utility or existing Attaching Entity if Make-Ready damages the equipment of a Pole-Owning Utility or an existing Attaching Entity or causes an outage that is reasonably likely to interrupt the service of a Pole- Owing Utility or existing Attaching Entity. Upon receiving notice from the new Attaching Entity, the Pole-Owning Utility or existing Attaching Entity may either:
 - (i) Complete any necessary remedial work and bill the new Attaching Entity for the reasonable costs related to fixing the damage; or
 - (ii) Require the new Attaching Entity to fix the damage at its expense immediately following notice from the Pole-Owning Utility or existing Attaching Entity.
 - (c) In performing Make-Ready, if the Attaching Entity or Pole-Owning Utility determines that Make-Ready classified as Simple Make-Ready is actually Complex Make-Ready, then that specific Make-Ready must be halted and the determining party must provide immediate notice to the other parties of its determination and the affected poles. The affected Make-Ready shall then be governed by paragraphs (B) through (E) of this section, and the Pole-Owning Utility shall provide notice required by paragraph (D) of this section as soon as reasonably practicable.
- (4) Post-Make-Ready Timeline. A new Attaching Entity shall notify the affected Pole-Owning Utility and existing Attaching Entities within 15 days after completion of Make-Ready work for a particular application. The notice shall provide the affected Pole-Owning Utility and existing Attaching Entities at least 90 days from receipt in which to inspect the Make-Ready. The affected Pole- Owing Utility and existing Attaching Entities have 14 days after completion of their inspection to notify the new Attaching Entity of any damage or code violation caused by Make-Ready conducted by the new Attaching Entity on their equipment. If the Pole-Owning Utility or existing Attaching Entity notifies the new Attaching Entity of such damage or code violations, then the Pole-Owning Utility or existing Attaching Entity shall provide adequate documentation of the damage or the code violations. The Pole-Owning Utility or existing Attaching Entity may either complete any necessary remedial work and bill the new Attaching Entity for the reasonable costs related to fixing the damage or code violations or require the new Attaching Entity to fix the damage or code violations at its expense within 14 days following notice from the Pole-Owning Utility or existing Attaching Entity.
- (N) Jointly Owned Utility Poles. Pole-Owning Utilities that jointly own utility poles shall coordinate and cooperate with each other. When a complete application is received, the joint Pole-Owning Utilities shall inform new Attaching Entities which joint owner is responsible for completing Make-Ready work consistent with paragraphs (B) through (E) and (K) of this section. Joint Pole-Owning Utilities shall provide any received applications to the responsible pole owner.

*Effective October 1, 2020.

- (O) Overlashing. Any overlashing must be done in accordance with generally accepted engineering standards. The Attaching Entity shall give ten days' notice to the Pole-Owning Utility 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 under this Rule, 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 rate designated by this Rule.
- (P) Attachment Protocol. Each Pole-Owning Utility shall include in its pole-attachment tariff required by Section 3.703 a reasonable protocol under which it will allow attachments by Broadband Service Providers or wireless telephone providers in areas of its poles that are not ordinarily used for attachments or for equipment that is unusually large. Such protocol may include the provision of a separate pole for the attachment of this equipment if:
- (1) the proposed attachment cannot be made to the existing pole consistent with 3.701(C);
 - (2) the separate pole is requested by the Attaching Entity; or
 - (3) the provision of the separate pole is less expensive than the proposed attachment to the existing pole.

POLE.ATT:09.00 CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS

01. Attaching Entity shall, at its own expense, construct and maintain its attachments on Licensor's poles in accordance with Article 06.01.
02. Licensor shall specify the point of attachment on each of Licensor's poles to be occupied by Attaching Entity's attachments. Where there are several Attaching Entities, Licensor will attempt, when practical, to designate the same relative position on each pole for each Attaching Entity's attachments.
03. Attaching Entity shall obtain specific written permission from Licensor before relocating its attachments on Licensor's poles or before replacing its attachments with attachments which require Make-Ready Work.
04. Right of Way Clearing and Maintenance: Unless otherwise governed by law, all tree trimming made necessary solely as a result of Make-Ready Work required to provide for a Attaching Entity's proposed attachments at the time of attachment, provided the owner(s) of such trees grant permission to the Licensor, shall be performed by Licensor or by contractors approved by and under the direction of the Licensor, at the sole expense of the Licensee. Licensor shall inform Attaching Entity of the required tree trimming in writing as part of Make-Ready Work documentation. All other tree-trimming will be accomplished by Licensor as part of its regular maintenance program.
05. Any tree-trimming that may be required on Attaching Entity's customer's premises, to clear the Attaching Entity's cable drop, shall be performed by the Attaching Entity at its expense. Attaching Entity shall be solely responsible for securing permission from private property owners to perform such tree trimming and shall be fully responsible for any damages or claims arising from such tree trimming, except in the case of negligence or willful misconduct by Licensor.
06. Neither Licensor nor Attaching Entity will be responsible to the other for any indirect or consequential damages arising from such tree-trimming performed pursuant to Articles 9.04 and 9.05 above.

*Effective October 1, 2020.

POLE.ATT:10.00 ATTACHING ENTITY'S OVERLASH

01. Any overlashing must be done in accordance with generally accepted engineering standards. The Attaching Entity shall give ten days' notice to the Licensor before beginning such overlashing.
 - A. No additional application or payment is required for an Attaching Entity to overlash more of its facilities to its existing attached facilities; provided, however, if such overlashing necessitates additional costs such as guying or additional pole strength, occupies additional attachment space on the pole, or provides a different service than the existing facilities, the Attaching Entity shall follow the procedures as outlined in Subsection 10.02 of this Tariff.
 - B. If the new facilities deliver a service subject to a higher attachment fee under this tariff, the Attaching Entity shall begin paying the higher rate upon the licensing of the new facilities.
 - C. If the new facilities are owned by a person or entity other than the existing Attaching Entity, the owner of the new facilities shall submit to the Licensor notice which contains the corporate identity and the type of utility service being provided by the overlash facilities, certification that the third party has been issued a CPG in Vermont, a customer profile with all contact information completed, pole locations and the number of poles and a certification that the overlash party agrees to be governed by Rule 3.700 and this Tariff. Both the existing Attaching Entity and the overlash entity each shall pay rental at the attachment fee rate designated by this Tariff.

02. Procedure for Overlash
 - A. Scope
 1. In the process of upgrading cable plant capacity, it may be necessary for the Attaching Entity to augment the number of its cables and equipment lashed or attached to its existing strand.
 - B. Definitions
 1. Overlash - The act of attaching any single strand, hardware, cable, wires and/or apparatus owned by Attaching Entity to same Attaching Entity's existing strand, hardware, cable, wires and/or apparatus.
 2. Post-construction Inspection - A Licensor inspection of the poles after completion of Attaching Entity's Overlash project at its own cost that Attaching Entity shall pay Licensor for the inspection of those poles

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found not in compliance as a result of the Inspection.

3. Self-Pre-survey- The performance of a field review by an Attaching Entity to survey the routing of a proposed path where additional overlashed cable facilities are planned, to determine if any Make-Ready Work is required. The Attaching Entity shall adhere to all requirements of the most recent edition of the National Electrical Safety Code (NESC) and the "Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc. This survey is performed without the presence of a Licensor representative and the results of the Self Pre-survey shall be provided to the Licensor with documentation of any Subsequent Make- Ready Work required before Attaching Entity begins construction of the Overlash project.

4. Subsequent Make-Ready Work - Rearrangement of Licensor's facilities by Licensor as determined by the Attaching Entity' s Self Pre-survey to provide for clearance and separation requirements for all pole attachments relative to the latest edition of the Blue Book published by Telcordia and the latest edition of the NESC.

5. Charges - Licensor's actual costs.

C. Specifications

1. Attaching Entity shall conform to the terms and conditions contained within the Specifications Section of this Tariff, including:

a. The National Electrical Safety Code (NESC)

Part 2 Section 26-261K2 Strength Requirements
Part 2 Section 25-250 Loading Requirements

b. Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.

Section 4.2 Table 4 - 1 and Note 2
Section 3 Clearances

D. Notifications

1. Attaching Entity shall provide 10 days advance notice, in writing

(Appendix B-1), to Licensor prior to their Overlash work being started. Attaching Entity will coordinate its Overlash work with the Licensor to avoid any scheduling conflicts with any Licensor construction or maintenance work.

2. Attaching Entity shall submit written notification within thirty (30) days to Licensor after their Overlash work has been completed, to enable Licensor to facilitate the post-construction inspection.

E. Procedures

1. Attaching Entity shall perform a Self-Pre-survey of all routes where it proposes to Overlash cable to its existing licensed facility and, if Make-Ready Work is necessary, provide written results to Licensor.

2. Attaching Entity will submit a written request to Licensor to arrange for a Pre-construction Survey of all locations where Attaching Entity has determined Subsequent Make-Ready Work is necessary by Licensor to accommodate Attaching Entity's proposed work. Attaching Entity will provide advance payment to Licensor to cover the applicable charges for the Pre-construction Survey.

3. Licensor will notify the Attaching Entity of the applicable charges for any type of Make-Ready Work.

4. Attaching Entity will submit a check covering Make-Ready Work charges.

5. Licensor will provide the Attaching Entity with an associated work schedule and estimated construction completion date for the Make-Ready Work consistent with the time intervals set forth in Section 8.09-8.11.

6. Attaching Entity may proceed to place the overlashed cable in sections of aerial facilities requiring no Make-Ready Work. Attaching Entity may proceed to place the overlashed cable in sections of aerial facilities requiring Make-Ready Work when all parties affected concur that non-compliance will either be corrected by the Attaching Entity concurrently with the Overlash project, or by any other attacher, Joint Owner or Joint User after the Overlash project has been completed.

7. Attaching Entity shall notify Licensor in writing that the Overlash

project has been completed. Licensor may perform a Post-construction Inspection of the poles included in the Attaching Entity's Overlash project within ninety (90) days of receipt of written notice.

8. If Licensor performs a Post-construction Inspection of the poles involved in the Attaching Entity's Overlash project and all work is in compliance with the requirements and specifications, the cost of the inspection will be borne by Licensor and no further Post-construction Inspection will be required. Licensor will provide the Attaching Entity with the written results of the inspection within thirty (30) days.

9. If Licensor performs the Post-construction Inspection of the poles involved in the Attaching Entity's Overlash project and determines that Attaching Entity's work is not in compliance, Attaching Entity will pay Licensor for the inspection of those poles found in noncompliance. Licensor will provide the Attaching Entity with the charges for the inspection. In addition, Licensor may perform a Post-construction Inspection of those poles found to be in noncompliance in order to ensure that the Attaching Entity has brought its facilities into compliance. Licensor will provide Attaching Entity with the results of the inspection within thirty (30) days of the inspection in order that the Attaching Entity may bring its facilities into compliance.

10. Licensor will continue to conduct Post-construction Inspections until all of Attaching Entity's facilities as a result of the Overlash project have been made compliant. If the results of the Post-construction Subsequent show results that are in non-compliance with the aforementioned requirements and specifications, Attaching Entity shall correct such non-conforming condition within thirty (30) days of written notification from Licensor. Where Attaching Entity fails to correct the stated non-compliant condition within thirty (30) days, Attaching Entity shall be responsible to the Licensor for any costs associated with correcting such non-compliant conditions.

POLE.ATT:11.00 REMOVAL OF ATTACHMENTS

- .01 In the event of termination of any of the Attaching Entity's licenses, authorization and/or rights hereunder, the Attaching Entity shall remove its facilities from the poles and anchors within 60 days of the effective date of the termination; provided, however, that the Attaching Entity shall be liable for and pay all fees and charges pursuant to provisions of Licensor until the Attaching Entity's facilities are actually removed from the utility pole(s) and anchor(s). If the Attaching Entity fails to remove its facilities within the specified period, Licensor shall have the right to remove such facilities at the Attaching Entity's expense and without liability on the part of Licensor for damage or injury to such facilities or interruption of the Attaching Entity services, except in the case of any negligence or willful misconduct of Licensor.

- .02 Attaching Entity may remove its attachments from a pole at any time after first giving Licensor written notice of such removal. Following removal, no reattachment shall be made to such pole until Attaching Entity first complies with all of the provisions of this Tariff as though no previous attachment had existed.

*Effective October 1, 2020.

POLE.ATT:12.00 UNAUTHORIZED ATTACHMENTS

01. Upon receipt of notification from Licensor that unauthorized attachments exist, an Attaching Entity shall have 30 days or other mutually agreed upon time period, to provide Licensor with a copy of an agreement or other satisfactory evidence that proves the attachments have been authorized by Licensor. If any of the Attaching Entity's facilities are attached to Licensor's poles without being authorized, Licensor, may recover fees as specified in Section 12.02, without prejudice to its other rights or remedies under this Tariff, including termination, or otherwise, and require the Attaching Entity to submit in writing, within 30 days after the receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received within the specified time period, Attaching Entity shall remove the unauthorized attachments within 30 days of the final date for submitting the required application, or Licensor may remove the Attaching Entity's attachments or facilities without liability at the Attaching Entity's expense, except in the case of any negligence or willful misconduct of Licensor.

02. Upon discovery of an unauthorized attachment, the Attaching Entity agrees to pay an amount equal to a minimum one-year rent for any unauthorized attachments if Licensor cannot determine the date the unauthorized attachment was made. Attaching Entities who are repeat offenders will be brought to the attention of the Commission. Should the Attaching Entity, at a future date, discover a copy of an attachment application or other satisfactory evidence that proves attachments were authorized by Licensor, Licensor will adjust the Attaching Entity's rental bill accordingly including any interest associated with the amount.

03. No act or failure to act by Licensor with regard to any unauthorized attachment shall be deemed as license of such attachment; and if license should subsequently be issued, it shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Tariff.

*Effective October 1, 2020.

POLE.ATT:13.00 LIABILITY AND DAMAGES

01. Licensors 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. Licensors shall not be liable to the Attaching Entity for any interruption of the Attaching Entity's service or for interference with the operation of the Attaching Entity's communications services arising in any manner, except from Licensors's gross negligence and willful default, out of the use of Licensors's poles.

02. The Attaching Entity shall exercise precaution to avoid damaging the facilities of Licensors and of others attached to Licensors's poles, 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 Licensors and any other user affected by such damage of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.

03. Licensors shall exercise precaution to avoid damaging the facilities of the Attaching Entity and of others attached to Licensors's poles, and Licensors assumes all responsibility for any and all loss from such damage caused by Licensors's employees, agents or contractors. Licensors shall make an immediate report to the Attaching Entity and any other user affected by such damage of the occurrence of any such damage and agrees to reimburse the respective parties for reasonable, direct costs incurred in making repairs.

04. Except to the extent as may be caused by the negligence of the party seeking indemnification, Licensors and Attaching Entity 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 arising from or in connection with this Tariff (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 action done upon the poles licensed 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 said poles 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

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- 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 said poles 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 Tariff;
 - F. Payments made under any workers' compensation law or under any plan for employees disability and death benefits arising out of any use of the poles 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 facilities by it or any of its agents, contractors, servants, or employees or by their proximity to the facilities of other parties attached to the poles 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 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; or by 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.
05. The provisions of this Article shall survive the expiration or earlier termination of any license issued hereunder.
06. The Attaching Entity shall indemnify, save harmless and defend Licensor from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of the Attaching Entity'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 Attaching Entity's poles, or otherwise.
07. If the work on a pole is not completed within the allowed time because of delays

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caused by another entity attached to the pole, and Licensor is liable for any penalties or damages because of the delay, the entity causing the delay shall indemnify Licensor for the full amount of the penalty or damages paid.

08. In no event shall the Licensor or Attaching Entity be liable to one another for any special, consequential or indirect damages (including, without limitation, lost revenues and lost profits) arising out of this Tariff or any obligation arising hereunder, whether in an action for or arising out of breach of contract, tort or otherwise.

POLE.ATT:14.00 TERMINATION OF LICENSE

01. If Attaching Entity fails to comply with any of the terms or conditions of this Tariff, defaults on any obligation hereunder, or maintains or uses its facilities in violation of any law and Attaching Entity fails to correct such noncompliance or default within sixty days after written notice from Licensor, Licensor may terminate all licenses for use of the specific poles involved in such default or noncompliance.

02. If an insurance carrier at any time notifies Licensor that the insurance policies required under this Tariff will be canceled or changed so that Tariff requirements will no longer be satisfied, the Attaching Entity's license to attach to any of Licensor's poles terminates unless, prior to the effective date of such cancellation or change, Attaching Entity furnishes to Licensor current certificates of insurance for coverage in accordance with the provisions of this Tariff.

03. Any license or other authorization for Attaching Entity to attach to Licensor's poles issued or arising under this Tariff shall automatically terminate when Attaching Entity ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license.

04. In the event authorization is terminated, Attaching Entity shall remove its attachments from Licensor's poles within 60 days from the date of termination; provided, however, that Attaching Entity shall be liable for and pay to Licensor all fees pursuant to the terms of this Tariff until Attaching Entity's attachments are removed from Licensor's poles. Any license issued under this Tariff shall automatically terminate when the Attaching Entity ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license. Such automatic termination shall be stayed if the Attaching Entity has sought judicial or regulatory review of the decision that has acted to terminate such authority or, has declared that the Attaching Entity lacks such authority.

05. When the Attaching Entity's facilities are removed from a pole or anchor, no attachment to the same pole or anchor shall be made until the Attaching Entity has first complied with all of the provision of this Tariff as though no such pole or anchor

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attachment had been made previously and all outstanding charges due to Licensor for such pole or anchor have been paid in full.

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APPENDIX B-1 TO POLE ATTACHMENT TARIFF

APPLICATION AND POLE ATTACHMENT LICENSE

(Pole-Ownning Utility ' s Name)

Street Address_____

City and State_____

Date_____

In accordance with the terms and conditions of the Utility's Tariff for Pole Attachments, application is hereby made for a license to make attachments to_____poles as indicated on Form B-2. This request will be designated Pole Attachment License Application Number _____

By _____
Tel. No. _____

Pole Attachment Number _____ is hereby granted to make the attachments described in this application to _____poles, as indicated on the attached Appendix Form B-2.

(Name of Attaching Entity)
By _____
Title _____
Date _____
Tel. No. _____

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APPENDIX B-2 TO POLE ATTACHMENT TARIFF

POLE DETAILS

Attaching Entity

License Application Number _____

Power Company involved

Telephone Company involved

Poles located in Municipality (Locale - if appropriate), County
Note: Provide separate sheets for each municipality)

Pole No.	Location	Attachment	Tax Dist.	Lie. No.	Lie Date
----------	----------	------------	--------------	-------------	-------------

ATTACHING ENTITY HEREBY REQUESTS THE POLE-OWNING UTILITY TO PROVIDE AN ITEMIZED ESTIMATE OF POLE MAKE READY WORK REQUIRED AND ASSOCIATED CHARGES (APPENDIX FORM B-5).

Title _____

*Effective October 1, 2020.

APPENDIX B-3 TO POLE ATTACHMENT TARIFF

AUTHORIZATION FOR FIELD SURVEY WORK

Attaching Entity

In accordance with the Pole-Owning Utility's Pole Attachment Tariff, following is a summary of the estimated charges which shall apply to complete a field survey covering Pole Attachment License Application Number _____.

FIELD SURVEY CHARGES

<u>FIELD SURVEY</u>	<u>NUMBER OF POLES</u>	<u>UNIT RATE</u>	<u>TOTAL</u>
(1) POLE			
(2-5) POLES			
(6-10) POLES			
(11-200) POLES		PER POLE	
TOTAL CHARGES			_____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ _____

(Pole-Owning Utility)

By _____

Title _____

Address _____

Tel. No.

Date _____

The required field survey covering License Application No. _____ is authorized and the costs therefore will be paid to Pole-Owning Utility in accordance with the pole-owning utility's tariff.

(Attaching Entity)

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APPENDIX B-4 TO POLE ATTACHMENT TARIFF

AUTHORIZATION FOR POLE MAKE-READY WORK

Attaching Entity

Field survey work associated with your License Application No. _____ dated
_____, 20__ , for attachment to poles has been completed.

Following is a summary of the estimated make ready charges which will apply.

	Hours	Rate/Hour	Total
Make-Ready Work			
Labor	_____	_____	\$ _____
Material	_____	_____	_____
TOTAL			\$ _____

Attached, is an itemized estimate (Appendix Form B-5) of required pole make-ready work and associated charges.

If you wish us to complete the required make-ready work, please sign this copy below and return with an advance payment in the amount of \$ _____.

(Pole-Owning Utility)

By _____

Title _____

Tel. No. _____

Date _____

Attaching Entity, By: _____

Title _____

Tel. No. _____

Date _____

*Effective October 1, 2020.

Sheet _____ of _____

Attaching Entity: _____

CWO _____
Attaching Entity Application Number

*Effective October 1, 2020.

APPENDIX B-6 TO POLE ATTACHMENT TARIFF

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

Notice No. _____

Date _____, 20____

In accordance with the terms of the Pole-Ownning Utility's Pole Attachment Tariff, notice is hereby given that the attachments to the following poles in the City/Town/Village of _____ covered by permit number _____ were removed on _____, 20____.

Street Name	Pole Number	(If Pole No. is not available) Street Number
----------------	----------------	----------------------------------------------------

Total number of poles to be discontinued _ _ _ _ _

Said permit is to be canceled in its entirety/partially as above.

By: _____

Title: _____
(Attaching Entity)

Use of poles has been discontinued as above.
Pole-Ownning Utility

Date: _____ By: _____

*Effective October 1, 2020.

APPENDIX B-7 TO POLE ATTACHMENT TARIFF
CERTIFICATE OF INSURANCE

Re: Pole Attachments/ Attaching Entities

This is to certify that the _____ of
 (Insurance Company) _____ has issued policies of insurance, as described
 below and identified by a policy number to the insured named below; and to certify that such policies are
 in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so
 as to affect this certificate until thirty (30) days after written notice of such cancellation or change has
 been delivered to _____ ("Pole-Ownning Utility") at

1. Insured _____ ("Attaching Entity")
2. Address _____
3. Status of Insured: Corporation _____ Partnership _____ Individual _____
4. Location of Work Operations of Insured _____

5. Description of Work Operations _____

INSURANCE POLICIES IN FORCE

Form of Coverage	Policy Number	Policy Period
Workmen's Compensation		From To
Public Liability (Bodily Injury and Property Damage)		From To
Is the above-named Pole-Ownning Utility named as additional insured under the Public Liability Policy?		
	Yes ___ No ___	

LIMITS OF LIABILITY

Form of coverage	Bodily Injury	Property Damage
Workmen's Compensation	Statutory	XXXXXX
Public Liability without deductibles	Each person \$	each accident?
Date _____	each accident \$	aggregate?
	_____ Insurance Company	

Issued at _ _ _ _

*Effective October 1, 2020.

EXHIBIT C
GUIDELINES FOR BROADBAND SERVICE PROVIDER ANTENNA
SYSTEMS MOUNTED ON DISTRIBUTION POLES

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*Effective October 1, 2020.

GUIDELINES FOR BROADBAND SERVICE PROVIDER ANTENNA SYSTEMS MOUNTED ON DISTRIBUTION POLES

1. INTRODUCTION

This document ("Guidelines") provides guidelines for Vermont's Pole-Owning Utilities ("Utilities") approach to requests for attachment of communication antennas and associated equipment to poles. Included within the Guidelines are descriptions of the Permit Application Process, Safety, and Construction requirements for the installation of Broadband Service Providers' ("Providers") antenna systems on distribution poles. The issues addressed in the Guidelines are technical in nature and concern matters attendant to the attachment of Broadband Service Providers' facilities to utility poles. The Guidelines do not address the issues associated with the procedures, commercial terms and conditions for such attachments as are otherwise incorporated in PUC Rule 3.700 or related utility pole attachment tariffs. The Guidelines are intended to be used in conjunction with the utility's pole attachment tariff ("Tariff"). To the extent that a Utility's Tariff addresses terms and matters covered in the Guidelines, or to the extent that there are conflicts between a Tariff and the Guidelines, the Tariff shall control.

2. PERMIT APPLICATION PROCESS

- 2.1. Unless otherwise provided for in a Utility's Tariff, the Utility and Provider will follow the Permit Application Process as set forth in this section. Before the Provider makes an attachment to any Utility-owned pole(s), it shall apply for and receive a pole attachment permit from the Utility.
 - a. Each permit will be evaluated on its own merits based on the Provider's choice of equipment and design of its network.
 - b. The Provider will at all times maintain compliance with the National Electric Safety Code ("NESC"), the National Electric Code ("NEC"), Blue Book-Manual of Construction Procedures, Vermont Occupational Health and Safety (1910-269), state and local laws, PUC Rule 3.700 regulations and the Utility's construction standards and Tariff.
 - c. The permit process may differ based on whether the Provider has been issued a Certificate of Public Good and each Utility's individual Pole Attachment Tariffs in effect, Pursuant to PUC Rule 3.702(C).
- 2.2. The Provider will submit, at its own expense, a set of design plans and specifications for each device or piece of equipment that the Provider proposes to be attached on the pole, for the Utility's review prior to the pre-construction survey.
- 2.3. A pre-construction survey is required for each pole for which the Provider is requesting an attachment to determine the adequacy of the pole to accommodate the attachments.
- 2.4. The Utility shall determine, based on the pre-construction survey, if its

attachments on the pole can be reasonably rearranged or replaced to accommodate the Provider's attachments. The Utility will complete all make-ready based on its own Tariffs and/or Pole Attachment Agreements. The Utility shall specifically provide its reasons for any denial of access, if the Provider's pole attachment request cannot be accommodated.

3. SUITABILITY FOR POLE ATTACHMENTS

Unless otherwise provided for in a Utility's Tariff, the Utility and Provider shall determine the suitability of the Utility's pole for the placement and maintenance of Pole attachments as set forth in this section.

- 3.1. The Utility shall determine the suitability of its poles for pole attachments on a case-by-case basis, pursuant to PUC Rule 3.701(C).
- 3.2. The Utility may offer the placement of a separate pole pursuant to PUC Rule 3.708(K).
- 3.3. Poles that carry primary electrical service that are not bucket truck serviceable may be deemed unsuitable for pole-top attachments, at the discretion of the Utility.
- 3.4. All attachments shall preserve climbing access to all facilities.
- 3.5. Antennas shall not be installed above the communications space on the pole types listed below. These pole types may restrict attachments in the communications space as well.
 - a. Regulator poles
 - b. Capacitor poles
 - c. Riser poles and underground dips for future risers
 - d. Neutral Isolation poles
 - e. Switch poles
 - f. Three phase transformer poles
 - g. Single phase transformer poles - unless the transformer's orientation can be rearranged such that future scheduled maintenance of the Utility's equipment wouldn't be hampered by the Provider's attached equipment.
 - h. Poles with two sets of cross arms where the cross arms occupy all four quadrants on the pole.
 - i. Poles that have structural repairs such as C-truss installations, fiberglass repair sleeve or have been identified as needing structural repair. Pole replacement will be required.
 - j. Poles with other attachments such as equipment including cross-connecting terminals, distribution terminals, load coil cases, apparatus cases, air dryers, CATV amplifiers or power supplies and any other equipment of significant size that is either pole- or strand-mounted.

- k. Poles considered as congested. These are poles that support two or more feeders. The Utility's pole inspection shall determine any pole that could be exempted from this stipulation.
- l. Poles with characteristics that do not guarantee the maximum permissible general public/uncontrolled exposure limits to Radio Frequency ("RF") radiation as indicated in Table 1 of FCC's Rule 47C.F.R. §1.1310.
- 3.6. For poles serviced by bucket trucks, all pole-top attachments must be accessible with the aerial lift device used by the Utility. The maximum height of the attachments will depend on the Utility's aerial lift trucks. Exact antenna height restrictions will be determined by field inspection at the proposed antenna location.

4. STRUCTURAL

Unless otherwise provided for in the Tariff, the Utility and Provider shall adhere to the Structural Guidelines as set forth in this section.

- 4.1. Antenna support structures shall be designed to withstand load requirements specified by the NESC. The Utility will determine the level of structural and design analysis required based on the specifics of the attachment request and the circumstances at the requested site, subject to the following conditions:
 - a. Pole-top attachments complying with the "Vermont Standard"¹ pole-top attachment design (if and when approved by the Utility) shall not require additional review by a structural engineer.
 - b. The Utility may require that a qualified Professional Engineer ("PE") perform an analysis at the Provider's expense, if the proposed attachment does not comply per 4.1.a. The Utility and the Provider shall mutually agree upon which PE to utilize. The Provider may submit the analysis with the application, or the Utility may obtain the analysis as a part of the make-ready process.
- 4.2. All attaching hardware used to support the mast and all equipment attached to the mast shall be galvanized or stainless steel, in new condition and capable of withstanding all designed loads.
- 4.3. Lock washers shall be used on all fastening hardware.
- 4.4. Split bolts with washers, perpendicular to an antenna support mast are required if the support bolts for the mast are within 12 inches of the top of the pole.
- 4.5. The Utility shall designate the quadrant or quadrants of the pole to be used by the Provider in order to minimize conflicts with pole climbing.
- 4.6. Pole-top attachments shall conform to the following specifications:
 - a. There shall be 48 inches of vertical separation between the highest energized conductor and the lowest attached antenna.

¹ The "Vermont Standard" is currently under design by the Vermont Telecommunication Authority.

- b. All devices attached above the communication space shall be affixed to a single antenna mast.
 - c. For single-phase poles, the antenna mast shall be affixed to the opposite side of the pole from the energized conductor.
 - d. For three-phase poles, the antenna mast and associated equipment may be authorized by adding a longer cross-arm (if the existing cross-arm is not of sufficient length) or an out rigged configuration or by installing a taller pole, to accommodate the Utility's safe approach distance.
 - e. The antenna mast shall be of sufficient length to allow it to extend from the communications space through the safety and electric supply spaces and above the pole sufficiently to allow the antennas to be attached in compliance with 4.7.a.
 - f. The antenna mast shall be offset from the pole by approximately six inches.
 - g. The antenna mast shall serve as a conduit for all cables running between the communications space to the antennas, such that no cables are exposed in the safety or electric supply spaces.
- 4.7. Devices may be attached to streetlight support structures, as long as they conform to the following conditions:
- a. The manufacturer's streetlight bracket specifications shall not be exceeded.
 - b. The total installation shall be less than twenty-five (25) pounds.
 - c. The installation shall not interfere with the operation and/or maintenance of the street light.
 - d. The streetlight bracket shall be ten (10) feet or shorter.
 - e. The streetlight bracket shall be a minimum of two (2) inch diameter ann.
 - f. Installation and maintenance on all attachments to streetlight brackets must be performed by qualified Utility personnel.
 - g. There will be no attachments to streetlight brackets which are mounted in the safety space, unless allowed by NESC.
- 4.8. The Provider shall include adequate fault current protection on all installations.
- 4.9. The Utility shall provide power to the Provider's equipment under an authorized Tariff or a special contract, which shall be filed with the Commission.

5. GROUNDING

- 5.1. Grounding must comply with NESC, NEC, Utility Standards and Service Requirements, and the Tariff and is the responsibility of the Provider.

6. SAFETY

Unless otherwise provided for in a Utility's Tariff, the Utility and Provider will follow the Safety guidelines as set forth in this section.

- 6.1. It is the responsibility of the Provider to ensure its employees and contractors are trained to comply with 2.1.b.
- 6.2. Provider must provide switches that shut off all power to and from its equipment. These switches must be clearly marked and accessible to all Utility personal. Utility personnel must be able to clearly determine by visible means that the RF output of the subject system is disabled. "Keep-out" tags shall be placed on the disconnecting devices during service on the pole.
- 6.3. The Provider is required to follow FCC signage requirements.
- 6.4. Any tree trimming in the Utility right of way required by the Provider will be coordinated through the Utility at the expense of the Provider. Any permits or rights-of-way required for tree trimming necessary to install, maintain, restore or otherwise service the distributive antenna system shall be obtained by the Provider in advance of any such work.
- 6.5. The Provider's personnel are not permitted to access the pole above the communications space. Only approved Utility personnel or contractors under the direction of an authorized Utility employee are permitted to access this section of the pole.
- 6.6. Provider shall maintain all equipment installed below the safety space.
- 6.7. The Provider shall provide identification apparatus tag(s) on its antenna equipment. The tag(s) shall include a 7 day, 24 hour contact telephone number of an individual who can immediately respond to emergencies and outage requirements.

LINE EXTENSION POLICY

1. Purpose

To govern the method by which the **Village of Ludlow Electric Light Department (“Ludlow Electric”)** will recover the costs of Electric Service Extensions and the conditions under which such service extensions will be constructed, tracked and operated.

2. Applicability

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

3. Definitions

(a) **Service Extension:** The electric facilities required to connect from the existing power line to the customer’s premise at the time of request for service. 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 service only to that new customer. A Service Extension shall include the reestablishment of a previously abandoned Service Extension.

(b) **Service Drop:** A 100-foot overhead power line from the Ludlow Electric secondary facilities to the Delivery Point (as further defined) The service drop is defined as a minimum overhead secondary electrical connection (100 amp single-phase) 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 Ludlow Electric 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 beyond the defined Delivery Point(s).

(f) Delivery point: The point at which Ludlow Electric-owned facilities first connect to the customer-owned facilities.

(g) Loop Feed Electric System: Electric service provided from an underground primary distribution line which is capable of receiving its electric supply from two different directions of the distribution line.

4. Contributions-in-Aid-of-Construction for Service Extensions

Ludlow Electric's costs for all line and service extensions will be based on the actual costs incurred for material, labor, overhead, clearing, acquisitions of rights of way, blasting, permits, leases, legal fees, required federal, state and/or municipal studies and any other costs actually incurred in the construction of the electric service extension. Each new single family residence or individual dwelling unit will receive a credit equal to the cost of the service drop as defined above towards the overall cost. If the cost of a line extension is less than the cost of the service drop credit(s) as defined above, the amount of the service drop credit shall be the same as the cost of the extension.

Upon receipt of a written request from a customer for a line extension, accompanied with a \$250 application fee, Ludlow Electric will complete a preliminary engineering design and provide the customer with a written cost estimate for the proposed line extension. The application fee shall be credited against the cost of the line extension if it is constructed. Ludlow Electric will retain the fee if the customer elects not to have the line constructed. Ludlow Electric may require an additional engineering fee for requested redesigns of the line extension. Customer shall sign an agreement to pay Ludlow Electric the final actual line extension charges according to the tariff then in effect upon completion of the job. The amount of the estimated payment shall be paid prior to any construction of the line or service extension.

5. Cost Recovery Period for Contribution-in-Aid-of-Construction

Whenever more than one customer is connected to the said line extension, such contribution in aid of construction, however paid, shall be computed to yield to Ludlow Electric 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.

(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 Ludlow Electric 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 Ludlow Electric's administrative fee, no reimbursements shall be made.

(d) All line extension reimbursement, less the administrative fee, shall be paid by Ludlow Electric 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 No. 5496.

6. Interest on Customer Funds Held by Utility

(a) No interest shall be paid on the initial engineering fee.

(b) No interest shall be paid on funds received in advance of line extension construction and used for the purpose of ordering long lead time specialty items necessary for the subject line extension

(c) With the exception of items (a) and (b) above, interest shall be paid at the rate of 1% per month 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 Ludlow Electric to the date of the commencement of the line extension construction.

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

(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 Ludlow Electric.

7. Delivery Points

Ludlow Electric delivery points for this tariff are defined as follows:

Residential and Commercial customers served by overhead secondary lines – point of attachment of the line to a structure at the weatherhead.

Residential and Commercial customers served by an underground secondary service – the secondary terminals of the transformer

Residential and commercial customers served with secondary pole metering – the weatherhead on the secondary pole.

Customers served by primary metered overhead or underground primary lines – Ludlow Electric first point of disconnect after the primary metering.

Ludlow Electric reserves the right to modify the Delivery Point at its discretion if it is deemed in the best interest of Ludlow Electric and the customer.

8. Construction Standards

Ludlow Electric will determine the design and construction requirements for each line extension application and the line extension shall conform to these standards. Ludlow Electric will provide a copy of its general standards and requirements upon request. All line extensions shall conform to the latest edition of the National Electrical Safety Code at a minimum.

9. Conduit Requirements

All customers requesting underground primary or secondary cable that will be owned by Ludlow Electric must provide and install conduit to Ludlow Electric specifications. Ludlow Electric shall credit the customer 50% of the cost of the conduit.

10. Underground Primary Loop Feed Systems

A loop feed system as defined in Public Service Board Rule 5.600 shall be installed when such a system is necessary in the judgment of Ludlow Electric, which shall take into account load, reliability and other relevant factors. Ludlow Electric will credit the customer 50% of the conduit installation.

Additionally, Ludlow Electric may require a customer to provide a spare conduit in situations where it determines a loop feed system may be required in the future. Ludlow Electric will either supply the conduit or reimburse the customer for the cost of the second conduit. Ludlow Electric may recover 50% of its cost for the conduit installation from future customers that attach to the loop feed system.

11. Use of Private Contractors for Ludlow Electric Owned Line Extensions

A customer who wants to hire a private contractor for construction of a distribution line extension must contact Ludlow Electric prior to any construction. Ludlow Electric will design the line extension to its standards and may perform field inspections during and or after construction at the customer's expense. Ludlow Electric is not responsible for the performance of contractors hired by a customer, including, but not limited to, the timeliness of work completion and difficulties associated with construction. If at any time a Ludlow Electric inspection finds the construction is not to

the design or standards, the line will not be connected to the system until the deficiency is rectified.

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

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

Where:	$^{CP} \text{ TAX ADJ.}$	=	$\text{New Line} + ^{PV} \text{ DEP} - ^{SV} \text{ EXISTING}$
	$^{CP} \text{ TAX ADJ.}$	=	Customer Payment, adjusted for any Utility tax liability
	New Line	=	Total cost of relocating the line today
	$^{PV} \text{ DEP}$	=	Present value of any unrealized depreciation expense associated with the existing line
	$^{SV} \text{ EXISTING}$	=	Salvage value of existing line (including line removal costs)

13. 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 Ludlow Electric to the grantor.

14. Customer Owned Primary Lines

Residential customers will generally not be allowed to own primary overhead and underground lines. Where Ludlow Electric and the customer agree that such ownership is appropriate, Ludlow Electric may, at its option, petition the Public Service Board for a waiver of this prohibition. Any such petition shall address the issue of underground damage prevention with respect to the facilities to be owned by the customer. Ludlow Electric shall design and determine the location of the interconnection of the customer owned line and may inspect the line before and after construction. If the line is determined to be unsafe, Ludlow Electric will not connect the line to its system until the deficiencies are remedied.

15. Temporary Service

Upon customer request and prior approval by Ludlow Electric, the customer may provide a temporary service installation. Ludlow Electric will connect and remove the electric facilities to the customer's temporary service installation for a non-refundable fee of \$120.00. Such temporary service shall be governed by the six month time limitation set forth in paragraph 206(B) of the Vermont Utility Standards.

Issue Date: October 31, 2008
Effective: November 7, 2008

Village of Ludlow Electric Light Department

Tariff No. NM-1

Net Metering

Filed: July 5, 2018
Effective July 1, 2018

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1. Relationship to Public Utility Commission Net Metering Rules and State Statutes.

The Village of Ludlow Electric Light Department (“Ludlow”) acknowledges the existence of Vermont Public Utility Commission Rule 5.100, and the Revised Net Metering Program, as ordered by the Vermont Public Utility Commission on June 8, 2017, relative to net metering, as well as various state statutes governing net metering. Rule 5.100, the Revised Net Metering Program and the applicable statutes, as they may be amended from time to time, are hereby incorporated into and made a part of this tariff. To the extent that the applicable statutes, Rule 5.100, the Revised Net Metering Program, or any part thereof, may be inconsistent with this tariff, the applicable statutes, the Revised Net Metering Program, and/or Rule 5.100 shall control in accordance with law.

2. Solar Net Metering Credit; Metering Costs

Customers of Ludlow entitled to a credit under 30 V.S.A. section 219a(h)(1)(K) shall receive a credit per kWh, as set forth below, in accordance with the terms of that section, and shall, except as provided in 30 V.S.A. § 219a(h)(1)(I), own any renewable energy credits associated with the production on which the credit is calculated. Should an additional meter at the premises of the net metering customer be necessary to implement this credit, the net metering customer shall bear the cost of the additional meter.

Solar Net Metering Credit is applicable, for a period of ten years, beginning with the project's installation date, to:

All projects whose completed application was filed prior to January 1, 2015:
\$0.08210 per kWh

Projects whose completed application was filed on or after January 1, 2015 and before January 1, 2017:

Projects of 15 kW or less capacity: \$0.08210 per kWh

Projects greater than 15 kW capacity: \$0.07210 per kWh

Projects whose completed application was filed on or after January 1, 2017 are not eligible for the Solar Net Metering Credit.

3. Net Metering Excess Generation Rate, Meter and Adjustors:

Excess Generation and the Blended Residential Rate:

For net metering systems whose completed application was filed on or after January 1, 2017 the blended residential rate, as provided for in section 5.127(A) of rule 5.100 or the Revised Net Metering Program, as ordered by the Vermont Public Utility Commission on June 8, 2017, is applicable to excess generation kWh, and is set forth below:

The Blended Residential Rate: \$0.10078 per kWh

The blended residential rate is the rate multiplied by excess generation kWh and applied as an additional credit on the customer's bill. For net metering systems directly interconnected to the electric system through a separate meter whose primary purpose is to measure the energy generated by the system, the Blended Residential Rate is applicable to all generated kWh.

For net metering systems whose completed application was filed prior to January 1, 2017, and while the utility was accepting net metering applications, the rate applicable to excess generation kWh during the ten years following commissioning shall be:

- 1) For net metering systems not directly connected to the distribution system, the rate applied to excess generation kWh to calculate the monetized excess generation credit shall be the highest block rate paid by the customer for electricity provided by the utility.
- 2) For net metering systems connected directly to the distribution system and not serving a demand or time of use customer, the rate applied to all generation kWh to calculate the monetized excess generation credit shall be the highest block rate paid by the customer for electricity provided by the utility.

- 3) For net metering systems serving a demand or time of use customer and connected directly to the distribution system, the rate applied to all generation kWh to calculate the monetized excess generation credit shall be the residential tail block energy rate.

At the end of the 10-year period following commissioning the rate applied to excess generation kWh to calculate the monetized excess generation credit shall be as provided in Commission Rule 5.126 or its successor.

Production Meter:

For projects whose completed application was filed on or after January 1, 2017 installation of a production meter is required. The customer shall obtain the meter and approval of the meter location from the Electric Department. For a production meter that is installed behind the billing meter, Ludlow shall charge the customer \$157.27, which is the cost of the meter plus installation. The cost of production meter replacements will be borne by the customer. For projects that are directly connected to the distribution system through the production meter, the cost of the meter is included in the monthly customer charge for that account. All meters shall be installed in accordance with Ludlow's standards and shall remain the property of Ludlow. The customer is responsible for owning and installing the appropriate wiring and meter socket, in accordance with Ludlow's standards, at an accessible outside location. For projects whose completed application was filed on or before December 31, 2016, and who elect to install a production meter, the requirements and charges shall be the same as for new projects set out above.

Group Net-Metering System Requirements

In addition to any other requirements set forth in 30 V.S.A. Sections 248 and 8010, and any applicable Board Rules, a group must file the following information with Ludlow before a group system may be formed and served by the utility:

1. The meters to be included in the group system, identified by meter number and associated name and physical address, all of which must be located within Ludlow's service territory.
2. The name and contact information for a designated person who is responsible for all communications from the group system to Ludlow, save for communications related to billing, payment, and disconnection.

3. A process for adding and removing meters in the group and an allocation of any credits among the members of the group. This allocation method must be based on percentages provided to Ludlow by the group and may only be changed upon written notice to Ludlow by the designated contact person.
4. A binding process, that does not include the utility, for resolving disputes among the members of a group relating to the net-metering system.

Membership in Multiple Net-Metering Groups

Individual customer accounts may be enrolled only in one net-metering group at a time. Customers with multiple accounts may enroll each account in a separate net-metering group. The cumulative capacity of net-metering systems allocated to a single customer may not exceed 500 kW.

Energy Measurement For Group Net Metering Systems

For new group net metering systems that apply to receive service under this tariff after January 1, 2017, Ludlow may require that all of the member meters be read on the same billing cycle.

For new group net metering systems that apply to receive service under this tariff after January 1, 2017, the customer must install a production meter to measure the electricity produced by the net-metering system. The customer shall obtain the meter, and approval of the meter location, from the Electric Department. For a production meter that is installed behind the billing meter, Ludlow shall charge the customer \$157.27, which is the cost of the meter plus installation. The cost of production meter replacements will be borne by the customer. For projects that are directly connected to the distribution system through the production meter, the cost of the meter is included in the monthly customer charge for that account. All meters shall be installed in accordance with Ludlow's standards and shall remain the property of Ludlow. The customer is responsible for owning and installing the appropriate wiring and meter socket, in accordance with Ludlow's standards, at an accessible outside location.

For projects whose completed application was filed on or before December 31, 2016, and who elect to install a production meter, the requirements and charges shall be the same as for new projects set out above.

Group Systems Not Directly Connected to Ludlow's Grid

For customers who elect to wire group-net-metering systems such that they offset consumption on the billing meter, the billing meter establishes the billing determinants for the customer's bill based on the rate schedule for the customer. Ludlow will measure the net electricity produced or consumed during each billing period. If the electricity consumed by the customer exceeds the electricity produced by the net-metering system, the customer will be billed the difference, net of any credit accumulated in the preceding 12 months. Except in the case of a pre-existing net metering system, credits may not be applied to non-by-passable charges as identified in this tariff.

If the electricity produced by the net-metering system exceeds the electricity consumed, the excess generation kWh will be allocated to group members based on the percentage allocations specified to Ludlow by the group. Allocated kWh will be monetized at the applicable rate identified in Section 3 of this tariff. Except in the case of a pre-existing net metering system the monetized credit will be applied to all charges on the customer's bill not identified as non-by-passable.

If application of the credit to such charges does not use the entire balance of the individual group member's credit, the remaining balance of the credit shall appear on the individual customer's bill and will be tracked, applied, or carried forward on each individual group member's bill. Any accumulated monetary credits shall be used by the individual customer within twelve (12) months or shall revert to Ludlow without any compensation to the individual net metering system customer. Net metering credits, once allocated to a net metering customer, shall not be sold, re-assigned, re-allocated or otherwise transferred to another customer for any reason. Accumulation of monetary credits shall not result in any financial payments to the customer.

Group Systems Directly Connected to Ludlow's Grid

For group net-metering systems where the generation is directly connected to Ludlow's grid and does not also offset any customer's billing meter, the electricity produced by the net-metering system will be allocated to the group members based on percentages specified to Ludlow by the group and monetized at the applicable rate identified in Section 3 of this tariff. Except in the case of a pre-existing net metering system, the monetized credit applies to all charges not identified as non-by-passable charges in this tariff.

If application of the credit to such charges does not use the entire balance of the individual group member's credit, the remaining balance of the credit shall appear on the individual customer's bill and will be tracked, applied, or carried forward on each individual group member's bill. Any accumulated monetary credits shall be used by the individual customer within twelve (12) months or shall revert to Ludlow without any compensation to the individual net metering system customer. Net metering credits, once allocated to a net metering customer, shall not be sold, re-assigned, re-allocated or otherwise transferred to another customer for any reason. Accumulation of monetary credits shall not result in any financial payments to the customer.

The REC adjustor:

For projects whose completed application was filed prior to January 1, 2017, the REC adjustor is not applicable. For projects whose completed application was filed on or after January 1, 2017 and prior to July 1, 2018, the applicable REC adjustor is set forth below.

Positive REC Adjustor (+\$0.03 per kWh):

A positive REC adjustor is applicable to projects that have elected to transfer all RECs to the utility and is three (3) cents per kWh to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative REC Adjustor (-\$0.03 per kWh):

A negative REC adjustor is applicable to projects that have elected to retain ownership of all RECs and is three (3) cents per kWh to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

For projects whose completed application was filed on or after July 1, 2018 and prior to July 1, 2019, the applicable REC adjustor is set forth below.

Positive REC Adjustor (+\$0.02 per kWh):

A positive REC adjustor is applicable to projects that have elected to transfer all RECs to the utility and is two (2) cents per kWh to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative REC Adjustor (-\$0.03 per kWh):

A negative REC adjustor is applicable to projects that have elected to retain ownership of all RECs and is three (3) cents per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

For projects whose completed application was filed on or after July 1, 2019, the applicable REC adjustor is set forth below.

Positive REC Adjustor (+\$0.01 per kWh):

A positive REC adjustor is applicable to projects that have elected to transfer all RECs to the utility and is one (1) cent per kWh to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative REC Adjustor (-\$0.03 per kWh):

A negative REC adjustor is applicable to projects that have elected to retain ownership of all RECs and is three (3) cents per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

The Siting Adjustor:

For projects whose completed application was filed prior to January 1, 2017, the Siting Adjustor is not applicable.

Positive Siting Adjustor:

A positive siting adjustor is the \$ per kWh rate to be multiplied by all kWh from the production meter and applied as an additional credit on the customer's bill for the first ten years from the date the system is commissioned.

Negative Siting Adjustor:

A negative Siting adjustor is the \$ per kWh rate to be multiplied by all kWh from the production meter and applied as an additional charge on the customer's bill, in perpetuity.

Siting Adjustor Categories

- Category I – a net-metering system that has a capacity of 15 kW or less
- Category II – a net-metering system that has a capacity greater than 15 kW and less than or equal to 150 kW, and is sited on a preferred site
- Category III – a net-metering system that has a capacity greater than 150 kW and less than or equal to 500 kW, and is sited on a preferred site
- Category IV – a net-metering system that has a capacity greater than 15 kW and less than or equal to 150 kW, and that is not located on a preferred site.

For projects whose completed application was filed on or after January 1, 2017 and prior to July 1, 2018, the applicable Siting Adjustor is set forth below:

- Category I = (+\$.01 per kWh) / 1 cent per kWh;
- Category II = (+\$.01 per kWh) / 1 cent per kWh;
- Category III = (-\$.01 per kWh) / negative 1 cent per kWh;
- Category IV = (-\$.03 per kWh) / negative 3 cents per kWh;
- Hydroelectric facilities = (zero per kWh) / 0 cents per kWh.

For projects whose completed application was filed on or after July 1, 2018, the applicable Siting Adjustor is set forth below:

- Category I = (+\$.01 per kWh) / 1 cent per kWh;
- Category II = (+\$.01 per kWh) / 1 cent per kWh;
- Category III = (-\$.02 per kWh) / negative 2 cents per kWh;
- Category IV = (-\$.03 per kWh) / negative 3 cents per kWh;
- Hydroelectric facilities = (zero per kWh) / 0 cents per kWh.

4. Net Metering Non-By-Passable Charges:

For net metering projects whose completed CPG applications were filed on or after January 1, 2017, the following charges on the customer's bill are non-by-passable and shall not be offset through the use of net metering credits:

- The Customer Charge
- The Energy Efficiency Charge
- Energy Assistance Program Charge
- On Bill Financing Charge and Any Equipment Rental Charge.

For net metering projects whose completed CPG applications were filed prior to January 1, 2017, and whose completed application was filed at a time when net metering was being offered by the electric company pursuant to 30 V.S.A. section 219a(h)(1)(A), as the statute existed as of December 31, 2016, net metering credits may be used to offset non-by-passable charges for the ten year period beginning with the date the project was commissioned; after the initial ten year period net metering credits may not be used to offset the non-by-passable charges enumerated above.