

September 1, 2014 Rev

Date: Friday September 24, 2021

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AGREEMENT

In consideration of the construction of a Three phase, Underground primary distribution system electrical service, being 277/480 volts, unless otherwise specified, and further described in the cost calculation sheets attached hereto and made a part hereof (“line extension” or “line relocation”), I/we Stoney Hill Development the Town of Bristol, in collaboration with Stoney Hill Development, agree to pay Green Mountain Power Corporation, prior to commencement of construction, the sum of **\$34,435.27** as an initial contribution in aid of construction (“CIAC”) payment, adjusted for other costs and credits, as calculated on the attached cost calculation sheets, together with additional sums as may become due and payable as provided in the applicable tariff. The parties hereby agree to the following additional terms and conditions:

EASEMENTS Customer may attempt to secure, or Customer shall elect for GMP to attempt to secure, at Customer’s sole cost and expense, an easement or easements, in a form acceptable to GMP, which covers all aspects of the installation and maintenance of the line extension or line relocation. Customer will correct any defects in the easement or easements, including but not limited to, defects in the scope or location of the easements.

PERMITS AND APPROVALS Customer may attempt to obtain, or Customer shall elect for GMP to attempt to obtain, at Customer’s sole cost and expense, all permits and approvals required for the line extension or line relocation. Customer is responsible for making GMP aware of any conflicts between subdivision, zoning or planning requirements, permits or approvals, and GMP’s proposed design layout for the line extension or line relocation, including but not limited to defects in the scope or location of the line extension or line relocation. Customer’s authorization to GMP to construct the line extension or line relocation constitutes Customer’s certification that all applicable permits and approvals have been obtained, and that construction of the line extension or line relocation as designed will comply in all respects with applicable subdivision, zoning and planning laws, regulations, permits, approvals or consents.

RELOCATED DISTRIBUTION LINES Customer payments for relocated distribution lines which are approved by GMP shall equal the total cost of relocating the existing line today, plus the present value of any undepreciated portion of the existing line, less the net salvage value of the existing line.

PAYMENTS Customer acknowledges that GMP does not provide financing for any portion of the line extension or line relocation, and that the cost of the line extension or line relocation indicated on the attached cost calculation sheet will be reasonably estimated by GMP for purposes of establishing the CIAC payment, which may be adjusted to reflect certain actual costs when such actual costs are known. To the extent additional payment is then due from the Customer, GMP may require that the Customer remit additional payment prior to GMP energizing the line. Customer agrees to remit any additional payment due within thirty days of receipt of the Company’s billing statement. All charges billed to the Customer will be increased by GMP’s current tax liability to cover the cost to GMP of federal and state income taxes payable on CIAC.

TIME FOR PERFORMANCE Subject to Customer’s return of this Agreement, payment to GMP, and acquisition of all required, easements, rights-of-way, permits, and other necessary

approvals, GMP shall make a good faith effort to comply with an estimated schedule of the work, however, GMP may adjust the schedule for completion, and both parties acknowledge that GMP shall not be liable for damages of any kind claimed to be due to GMP's delay in performance.

APPLICABLE TARIFFS This Agreement is subject to the applicable line extension tariff and policies of Green Mountain Power Corporation. To the extent that there is a discrepancy between this Agreement and the applicable tariff, the tariff controls.

MISCELLANEOUS:

- Unless otherwise stated the scope of work and materials supplied by GMP shall be as shown on the cost calculation sheet(s) attached hereto.
- Unless other arrangements are made the Customer shall pick up all Deep Wells and secondary pedestals at the closest GMP stock room.
- GMP's policy requires the discontinuance of installation of underground primary distribution systems from **December 1** through **March 31** unless weather conditions permit. Construction delays may occur during this period.
- Customer shall provide and maintain a hard surface road within 15 feet of GMP owned structures for year-round access by line truck for as long as the line extension or line relocation remains in service.
- In areas of high ground water or poor drainage now or in the future it may be necessary for the Customer to supply and install a drainage system.
- Customer shall make arrangements for, and bear the expense of all tree cutting and trimming and brush removal, including securing all necessary permits and/or permissions. To the extent that Customer has not done so prior to the date on which GMP will commence construction, GMP may arrange for the same and bill the Customer.
- Customer shall provide and bear the cost of trenching and backfilling. If ledge is encountered while setting poles, GMP will perform necessary drilling and bill the Customer. Customer will be billed for GMP's costs associated with blasting for poles and anchors.
- Any damages or fees assessed GMP by the municipality in which work is being performed will be billed at actual costs to the Customer.
- All underground cable must be supplied and installed in conduit also supplied and installed by the Customer according to GMP specifications.
- To the extent that Customer wishes to have GMP provide and install cable and other requirements according to the provisions of applicable tariff, GMP will do so and Customer will be billed according to the provisions of applicable tariff.
- **This agreement may not include all the cost or required paperwork for installation and/or connection of secondary service.** The customer, contractor or other representative must apply for permanent service at Green Mountain Power **(1-802-229-7913)** before service will be energized and meter installed. This process should be completed prior to the need for work requested for service to avoid delays.

INDEMNIFICATION GMP may require that Customer shall indemnify and hold GMP harmless with respect to any and all costs or expenses, including attorney fees, arising from any defect in the easement or easements, or arising from any claim that construction of the line extension or line relocation violates applicable subdivision, zoning or planning laws or any regulation, permit, approval or consent.

COLLECTION COSTS GMP may seek to recover from Customer interest at the same rate that it charges customers for delinquent accounts, collection costs, and attorney fees, associated with any unpaid sums due.

AGREEMENT TERM At GMP's option, this Agreement shall terminate 90 days from the date hereof unless the Agreement is signed by the Customer and returned to GMP, and all easement(s), permits and funds are received within 90 days.

APPLICATION FEE Application fees are non-refundable and will be credited to the cost of the line extension or line relocation.

THIS AGREEMENT shall be binding upon the Customer and GMP and their legal representatives, heirs, successors and assigns.

Customer accepts and agrees to the terms herein, and represents that Customer is the landowner of the property served by the line extension or line relocation or, if Customer is not the landowner, Customer represents that Customer has been duly authorized by the landowner:

Town of Bristol:

Accepted: _____ Witness: _____
Ian Albinson, Selectboard V.C. Date: _____

Stoney Hill Development:

Accepted: _____ Witness: _____
Stoney Hill Development Kevin Harper Date: _____

Green Mountain Power Corporation:

Accepted: _____ Witness: _____
Theresa Dessureault Date: _____

GMP Approval for projects over \$25,000

Accepted: _____ Witness: _____
Thomas Brigan Date: _____



Billed To	Date Of Issue	Invoice Number	Amount Due (USD)
Bristol	09/24/2021	TE5088-	\$34,435.27
	Valid Till	Project	
	12/23/2021	176897-Stoney Hill Business Park	

Description	Qty	L/C	Tax Only	Line Total
Application Fee -Three Phase Underground	1			\$500.00
Conduit - Customer Provided&Installed -Conduit 5 Inch	565		Y	\$2,226.10
Overhead Three Phase Last Pole-Primary Line	1			\$2,539.82
Overhead Three Phase Primary Conductor/Foot 1/0-Primary Line	30			\$1,493.78
Pole Risers -Pole Riser Three Phase 15KV	1			\$2,716.45
Transformer Differential 150KVA-Padmount Three Phase 12.5kV	1			\$6,486.49
UG Connection Fees -Customer Owned Connect	1			\$446.33
Underground 15KV 4-Way-Primary Line	1			\$335.52
Underground 15KV Elbow/Sealing Sleeve-Primary Line	3			\$489.59
Underground 15KV Ground Cap-Primary Line	9			\$1,309.64
Underground 15KV MTC Cabinet (Long) 4 Way with 6 Elbows-Primary Line	1			\$3,493.23
Underground 15KV Three Phase Conductor/Foot 15KV-Primary Line	660			\$8,840.54
Vaults - Customer Installed -K30.1 or 2	1			\$4,469.18
Vaults - Customer Installed -K30.3	1			\$5,684.18

Remit Payment To: Green Mountain Power
c/o Theresa Dessureault
121 Cady Road
Middlebury, VT 05753
United States

Taxable Amount:	\$40,084.52
CAIC Tax (25223):	\$6,814.37
GMP Materials and Labor (25222):	\$28,287.62
Customer Connect Charges (45110):	\$446.33
Credits (25225):	(\$1,113.05)
Amount Due (USD):	\$34,435.27

Make check payable to Green Mountain Power Corp