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## SECTION 6 – CUSTOMER’S SERVICE OBLIGATIONS

### A. CUSTOMER TO FURNISH RIGHT-OF-WAY

The Customer will provide or procure for the Company at Customer’s expense such rights-of-way, including permission to trim or remove any trees that may interfere with the operation of the Company’s facilities, as are satisfactory to the Company, across property owned or otherwise controlled by the Customer or others, for the construction, operation and maintenance by the Company of its facilities necessary or incidental to the supplying of such electric service to Customer.

### B. ACCESS TO CUSTOMER’S PREMISES

The Customer will give the duly authorized agents and employees of the Company full and free access to the premises of the Customer for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing, reading meters, or removing any of the Company’s facilities on the premises of the Customer, or for any other purpose incidental to the electric service supplied by the Company.

### C. CUSTOMER’S INSTALLATION

- (1) With the exception of the meter receptacle and meter which will be supplied by the Company, the Customer’s installation will consist of the meter loop and all service entrances, switch boxes, service cabinets, switches, fuse blocks, conduit, wiring, connections, and other equipment, and the installation thereof necessary for the reception, use, and control of electric energy by the Customer. It will be of a type approved by the Company and will meet the requirements of the National Electrical Code and comply with all state and municipal codes insofar as they apply. The Customer shall provide a secure point of attachment for secondary conductors. The Company will not attach secondary conductors to structures not on permanent foundations.
- (2) Any and all wiring, appliances, or equipment required to transform, control, regulate, or utilize beyond the point of delivery the electric service supplied by the Company which are furnished, installed, and maintained by the Customer will be the sole responsibility of the Customer.
- (3) The Customer agrees to repair and replace when necessary, all wires and appurtenances furnished by the Customer for reception and use of electric service in a safe condition and in compliance with the National Electrical Code and all state and municipal codes insofar as they apply.

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(4) Customer shall obtain written Company approval before connecting any single-phase motor in excess of ten (10) horsepower or any three-phase motor in excess of fifty (50) horsepower. Company reserves the right to require soft-start capabilities if it is determined that across-the-line motor starting would adversely impact power quality. Deleterious effects caused by improper motor starting may result in suspension of service in accordance with Section 6.E.

**D. PROTECTION OF CUSTOMER'S EQUIPMENT**

- (1) The Customer will be responsible for determining whether the Customer's installation and all portions thereof, are and will be suitable for operation at the voltage, phase, and other characteristics of the service to be supplied by the Company.
- (2) The protection of the Customer's equipment is the full responsibility of the Customer. Any Customer desiring protection against interruptions, phase failure, phase reversal, voltage variations, or other temporary irregularities or failure of part or all of the electric service will, at Customer's own expense, furnish such protective equipment.

**E. DANGEROUS OR DISTURBING USES**

The Customer will use the electric service supplied by the Company with due regard to the effect of such use on the Company's electric service to its other Customers and on the facilities and equipment of the Company. The Company may refuse to supply electric service or may suspend electric service to a Customer, immediately, without notice under Section 5A.(1), if the Customer's installation is in an unsafe or dangerous condition or is so designed or operated as to disturb or adversely affect Customer's safety or that of other persons, the integrity of the Company's delivery system, or power quality available from the system.

**F. INSPECTIONS AND RECOMMENDATIONS**

The responsibility of the Customer regarding Customer's use of the electric service supplied by the Company is not set aside, and the Company will in no way be liable or responsible, because of any inspections or recommendations by the Company which are made as a courtesy to the Customer or as a protection to the electric service supplied by the Company to its other Customers. The Company reserves the right, but assumes no duty, to inspect the Customer's installation and facilities for suspected unsafe conditions.

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**G. DEFECTIVE CUSTOMER EQUIPMENT**

Defective appliances or fixtures will be disconnected at once and properly repaired before further use. Defective appliances or fixtures include but are not limited to those that have been found by tests to be causing interference to radio, television, and like electronic equipment used by others. If electric energy is found to be escaping from any wires or equipment in or about Customer's premises, Customer will open the service switch immediately to shut off the flow of electric energy and notify Company at once.

**H. CONSTRUCTION OR USES AFFECTING COMPANY'S EQUIPMENT**

Customer will consult with the Company before causing or permitting any construction, including changes to the contour of the ground on private or public right of way that will affect any of the Company's service facilities or equipment or cause Company's installation to be out of compliance with applicable safety codes and regulations. Customer will not enclose any exposed portion of service facilities or use any of the poles, wires, structures, or other facilities of the Company for fastening thereto, or support, or any purpose whatsoever without written consent of the Company. Customer will also not locate anything in such proximity to the aforesaid facilities of the Company that will cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition. The Customer will be required to reimburse the Company for any costs due to a change in the location of meters, service lines, or other equipment made at the request of Customer, or necessitated by the Customer's interference with the Company's facilities. The Company reserves the right to remove, immediately and without notice, any unauthorized attachments to its facilities. The Company's equipment will be removed or relocated only by employees, agents, or authorized representatives of the Company. Any infraction of this Section 6H. will be sufficient cause for discontinuance of service under Section 5A.(1).

**I. PROTECTION OF COMPANY'S PROPERTY**

(1) The Customer at all times will protect the property of the Company on the premises of the Customer and will permit no person other than the employees and agents of the Company and other persons authorized by law to inspect, work on, open, or otherwise handle the wires, meters, or other facilities of the Company. Any infraction of this rule will be considered sufficient cause for discontinuance of service immediately, without notice under Section 5A.(1).

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- (2) In case of loss or damage to the property of the Company because of any carelessness, neglect, tampering, or misuse by the Customer, any member of Customer's family, or Customer's agents, servants, or employees, the Customer will reimburse the Company for the cost of any necessary repairs to or replacement of such facilities or the Company's stated book value of such facilities.

**J. TAMPERING OR FRAUDULENT USE OF COMPANY'S FACILITIES**

- (1) The Company may discontinue service to a Customer under Section 5A.(1) and remove its facilities from the Customer's premises, in case evidence is found that any portion of the Company's facilities have been tampered with in such manner that the Customer may have received unmetered service or in the event evidence of fraudulent use of electric service in any manner, including fraudulent meter reading, is discovered.
- (2) In such event, the Company may require the Customer to pay all bills, including a bill for such amount of electric service as the Company may estimate, from available information, to have been used but not registered by the Company's meter or otherwise fraudulently used, and to increase the amount of his cash security deposit or surety bond, or other credit arrangement. The Customer will be required to pay all damages to Company owned equipment and labor, if any, before electric service is restored. In addition, before service is restored the Customer will be required to bear all costs incurred by the Company for such protective equipment as, in the judgment of the Company, may be necessary and give satisfactory assurance that such tampering and fraudulent use of electric service will be discontinued.
- (3) The existence of tampered connections, meters or devices which operate to cause diversion or fraudulent use of electric service, will be considered by the Company to be prima facie evidence of diversion of electric service by Customer.

**K. INDEMNITY TO COMPANY**

- (1) The Customer will indemnify, save harmless, and defend the Company against all claims, demands, costs or expense, or loss, damage, or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the distribution or use of electric service by the Customer at or on the Customer's side of the point of delivery.

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(2) The Customer will indemnify, save harmless, and defend the Company against all claims, demands, costs or expense for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings, or other property that may be caused by reason of or related to installation, maintenance, or replacement of Company's service lines or other necessary appurtenances to serve Customer, unless the injury to persons or damage to property has been caused by willful default or gross negligence on the part of the Company.

**L. PARALLEL OPERATION**

No Customer will operate or permit operation of electric generating equipment in parallel with electric service supplied by the Company except as may be permitted under a special Electric Service Agreement. Any infraction of this rule will be sufficient cause for discontinuance under Section 5A.(1).

**M. DOUBLE THROW SWITCH**

Customers may provide electrical service on their premises to operate equipment during periods of emergency when Company's service is interrupted. A double throw switch, of an approved size and type, will be installed and maintained at the expense of the Customer to separate the facilities of the Customer from those of the Company when such equipment is in use. Any infraction of this rule will be sufficient cause for discontinuance under Section 5A.(1).

**N. CHARGES FOR TROUBLE CALLS AND WORK COMPLETED ON CUSTOMER'S PREMISES**

The Company will charge for all materials furnished and for all work done on Customer's premises beyond the equipment owned and installed by the Company. This includes trouble calls not occasioned by negligence on the part of the Company, repair of electric appliances, and any other work or service requested and authorized by Customer. The charges will be based upon Company's existing schedule for such work. The Company will not charge for replacement or repair of equipment furnished and owned by the Company on Customer's premises except when repairs or replacement are caused by negligence or misuse by Customer or Customer's agents.

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**O. NOTICE TO COMPANY TO DISCONTINUE SERVICE**

Any contract made for service shall continue in full force and effect during its term. Service shall be discontinued by Customer in accordance with the terms of the Service Agreement. If no terms are specified, Customer may discontinue service upon giving a two-day notice to Company. In case no such notice is given to Company, the terminating Customer shall be responsible for all service supplied until such notice is given to Company. In the case of rental property, the owner may contract in writing for service to be continued automatically in owner's name, with full responsibility for payment of all service thereafter delivered, when service is terminated at the request of any tenant.

**P. REQUEST FOR INVESTIGATION OF UNSATISFACTORY SERVICE**

If Customer believes that service is not adequate and sufficient, Company should be advised in writing of the nature of the complaint in order that a proper investigation may be made.



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Replacing Schedule: ET&C  
Territory: Company Wide

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