

TARIFF DISTRIBUTION

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PURPOSE: Remove the 'ARRA' Stimulus paragraph added in September 2009

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
G002	5.1	0003
H002	7.1	0003

A2. GENERAL TERMS AND CONDITIONS

A2.3 Establishment And Furnishing Of Service (Cont'd)

A2.3.5 Application For Service (Cont'd)

- E. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.
- F. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
- G. (DELETED)

(D)

B2. TERMS AND CONDITIONS

B2.3 Obligations of the Customer

B2.3.1 Customer Responsibilities (Cont'd)

The customer shall be responsible for: (Cont'd)

- J.** Where new or additional service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises whenever hazardous voltages of 1000V peak-asymmetrical or greater exist prior to the installation of *Company*-ordered service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify *the Company* of this fact at the time its order for service is placed. *The Company* makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customer under Special Assembly. (T)

The customer may elect to provide high voltage protection by means other than Special Assembly and if customer so elects, the equipment used must meet the technical requirements specified in IEEE Standards 487 and 1590 and the customer shall submit its proposed design and equipment specifications to *the Company* for *the Company's* approval prior to installation of *any Company* service ordered. Where the customer has elected to select, install, use and maintain its own high voltage protection equipment, the customer does so with the understanding that it is solely responsible for any interruption of *the Company's* service associated with its selection, installation, use or maintenance of the high voltage protection. Furthermore, the customer, its employees, agents, officers, directors, affiliates, successors and assigns agree to indemnify and hold *the Company*, its subsidiaries, affiliates and their collective employees, agents, officers, and directors harmless from all loss, liabilities, costs and expenses, including attorneys' fees and all costs of defense and settlement, resulting from interruption of service, damage to property, claims, demands, suits or actions of any nature whatsoever arising from the failure of the high voltage protection selected, installed, used or maintained by the customer. (T)

The Company reserves the right to suspend any service it provides absent required high voltage protection until adequate protection is provided. (T)

Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of service ordered from *the Company*. (T)

- K. (DELETED)** (D)

B2.3.2 Reserved For Future Use

B2.3.3 Transfer Of Service

- A.** At the Company's discretion, service previously furnished one subscriber may be assumed by a new subscriber if the new subscriber willingly assumes all existing financial responsibility for the account once such service has been cancelled or abandoned by the previous subscriber providing there is no lapse in the rendition of service. After the new subscriber assumes financial responsibility, all future bills will be rendered to the new subscriber.

Terms and conditions concerning transfer of service between subscribers as stated in other sections also apply.