SECTION 8
PROVISION OF SERVICE

A. Company Responsibility

1. The Company will be responsible for the safe transmission and distribution of electricity until it passes the point of delivery to the Customer.

2. The Company will be responsible for maintaining in safe operating condition all meters, equipment and fixtures installed on the Customer's premises by the Company for the purpose of delivering electric service to the Customer. However, the Company will not be responsible for the condition of meters, equipment, and fixtures damaged or altered by the Customer.

3. The Company may, at its option, refuse service until the Customer has obtained all required permits and/or inspections indicating that the Customer's facilities comply with local construction and safety standards, including any applicable Company specifications.

4. The Company will determine, in its sole discretion, the type of service (including voltage and Point of Delivery) to be furnished for utilization by the Customer. This includes determinations involving (1) requirements to take Primary Service and Metering and (2) service voltage (including for any new on-site generation installations or generation retrofits at the Customer's premises).

B. Customer Responsibility

1. Each Customer will be responsible for maintaining in safe operating condition all Customer facilities on the Customer's side of the point of delivery.

2. Each Customer will be responsible for safeguarding all Company property installed in or on the Customer's premises for the purpose of supplying electric service to that Customer.

3. Each Customer will exercise all reasonable care to prevent loss or damage to Company property, excluding ordinary wear and tear. The Customer will be responsible for loss of or damage to, Company property on the Customer's premises arising from neglect, carelessness, misuse, diversion or tampering and will reimburse the Company for the cost of necessary repairs or replacements.

4. Each Customer will be responsible for payment for any equipment damage and/or estimated unmetered usage and all reasonable costs of investigation resulting from unauthorized breaking of seals, interfering, tampering or bypassing the Company meter.

5. Each Customer will be responsible for notifying the Company of any equipment failure identified in the Company's equipment.

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6. Each Customer will be responsible for informing the Company of, and meeting the Company's requirements regarding, on-site or distributed generation (including distributed renewable resources and combined heat and power facilities) that the Customer or the Customer's agent intends to interconnect to the Company's transmission or distribution system. This includes compliance with all requirements contained within the Company's most current Interconnection Requirements for Distributed Generation, and the terms and conditions of the Company's Agreement for the Interconnection of Customer's Facility. Customer must also agree to enter into the Interconnection Agreement with the Company. Further, any interconnection must be in accordance with any applicable Commission regulation and order governing interconnection, as well as applicable laws.

7. The Customer, at his or her expense, may install, maintain and operate check-measuring equipment as desired and of a type approved by the Company, provided that this equipment will be installed so as not to interfere with operation of the Company's equipment. This is also provided that no electric energy will be re-metered or sub-metered for resale to another or to others, except where such re-metering will be done in accordance with the applicable orders of the Commission.

C. Continuity of Service

The Company will make reasonable efforts to supply a satisfactory and continuous level of service. However, the Company will not be responsible for any damage or claim of damage attributable to any interruption, fluctuation, or discontinuation of service resulting from:

1. Any cause against which the Company could not have reasonably foreseen or made provision for (*i.e.*, force majeure);

2. A PSPS event;

3. Intentional service interruptions to make repairs or perform routine maintenance;

4. Curtailment, including brownouts or blackouts; or

5. Action to otherwise address threats to public health or safety. The Company may interrupt service for public health and safety reasons such as equipment damage, energy diversion that results in unsafe electric delivery, or environmental hazards.

D. Service Interruptions

1. The Company will make reasonable efforts to reestablish service within the shortest possible time when service interruptions occur.

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2. When the Company plans to interrupt service for more than four (4) hours to perform necessary repairs or maintenance, the Company will attempt to inform affected Customers and the Commission's Consumer Services Section, at least forty-eight (48) hours in advance, of the scheduled date and time and of the estimated duration of the service interruption. The Company shall complete repairs in the shortest possible time to minimize the inconvenience to the Customers of the Company.

3. In the event of a service interruption, including but not limited to, a planned, unplanned, or PSPS outage, the Company may provide notice to customers, and, if applicable, the customer's designated third party, by using any of the listed customer contact information available to the Company.

4. In the event of a national emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other Customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

5. The Commission's Consumer Services Section will be notified of interruption in service affecting a significant portion of the Company's system, as follows:

   a. By telephone or by submitting a Service Interruption Report Form through the Commission's website, as soon as practicable after a responsible Company representative becomes aware of the interruption; and
   b. If the initial notice is made by telephone, by submitting a follow-up written report to the Commission's Consumer Services Section within twenty-four (24) hours after the initial notice.

6. The Company's notification made under subsection (D)(4) shall include at least the following:

   a. The names of the Company and the Company representative making the report,
   b. The telephone number of the Company representative,
   c. The locations and number of customer connections affected by the service interruption,
   d. The substations and feeders involved in the service interruption,
   e. The date and start and end times of the service interruption,
   f. The cause of the service interruption.

7. For purposes of subsection (D)(4), an "interruption in service affecting a significant portion of the Company's system" means:
   a. A service interruption of 1,000 customer hours or more for a Company with more than 1,000,000 customer connections,
   b. A service interruption of 500 customer hours or more for a Company with 400,000 to 1,000,000 customer connections, and
   c. A service interruption of 100 customer hours or more for a Company with fewer than 400,000 customer connections.

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E. Interruption of Service and Force Majeure

1. The Company will make reasonable provision to supply a satisfactory and continuous electric service, but does not guarantee a constant or uninterrupted supply of electricity. The Company will not be liable for any damage or claim of damage attributable to any temporary, partial or complete interruption or discontinuance of electric service attributable to a force majeure condition as set forth in Subsections 8.E.4. or to any other cause which the Company could not have reasonably foreseen and made provision against, or which, in the Company's judgment, is necessary to permit repairs or changes to be made in the Company's electric generating, transmission or distribution equipment or to eliminate the possibility of damage to the Company's property or to the person or property of others.
2. Whenever the Company deems a condition exists that warrants interruption or limitation in the service being rendered, this interruption or limitation will not constitute a breach of contract and will not render the Company liable for damages suffered thereby or excuse the Customer from further fulfillment of the contract.
3. The use of electric energy upon the Customer's premises is at the risk of the Customer. The Company's liability will cease at the point where its facilities are connected to the Customer's wiring.
4. Neither the Company nor the Customer will be liable to the other for any act, omission, or circumstances (including, but not limited to, the Company's inability to provide electric service) occasioned by or in consequence of the following:
    a. flood, rain, wind, storm, lightning, earthquake, fire, landslide, washout or other acts of the elements;
    b. accident or explosion;
    c. war, rebellion, civil disturbance, mobs, riot, blockade or other act of the public enemy;
    d. acts of God;
    e. interference of civil and/or military authorities;
    f. strikes, lockouts or other labor difficulties;
    g. vandalism, sabotage or malicious mischief;
    h. usurpation of power, or the laws, rules, regulations or orders made or adopted by any regulatory or other governmental agency or body (federal, state or local) having jurisdiction of any of the business or affairs of the Company or the Customer, direct or indirect;
    i. breakage, failure, or accidents to equipment or facilities;
    j. lack, limitation or loss of electrical or fuel supply; or

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k. any other casualty or cause beyond the reasonable control of the Company or the Customer, whether or not specifically provided herein and without limitation to the types enumerated, and which by exercise of due diligence the Company or the Customer is unable to overcome.

5. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees will not be considered to be a matter within the control of the Company.

6. Nothing contained in this Section will excuse the Customer from the obligation of paying for electricity delivered or services rendered.

F. General Liability

1. The Company will not be responsible for any third-party claims against the Company that arise from Customer's use of Company's electric services, unless such claims are caused by the Company's willful misconduct or gross negligence.

2. Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful or negligent acts or omissions of the Customer, or the Customer's agents, in connection with the Company's service or facilities.

3. Except in the case of the Company's willful misconduct or gross negligence, the Company will not be liable to Customer or any other party for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of, or related to, establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment, except that for an interruption of service to a Customer, to the extent resulting from error, mistake, omission, interruption or delay by the Company, the Company's liability, if any, to the Customer shall not exceed an amount equal to the charges for service applicable under the Company's Rates (calculated on a proportionate basis where appropriate) for the period of service interruption.

4. In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue, loss of current or prospective business opportunities, lost profits and lost rent) of any kind whatsoever regardless of the cause or foreseeability thereof.

5. The Company will not be responsible in an occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any electric facilities.

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G. Construction Standards and Safety

The Company will construct all facilities in accordance with the provisions of the ANSI C2 Standards (National Electric Safety Code, 2017 edition, and other amended editions as are adopted by the Commission), the 2017 ANSI B.31.1 Standards, the ASME Boiler and Pressure Vessel Code, and other applicable American National Standards Institute Codes and Standards (collectively, the "Applicable Codes"), as determined by the Company, except for such changes as may be made or permitted by the Commission from time to time. In the case of conflict between Applicable Codes, the more rigid code or standard will apply.