

3. SUPPLY AND USE OF ELECTRIC SERVICE

3.1. SUPPLY OF ELECTRIC SERVICE:

BCLP's rates are based upon the furnishing of electric service to a Customer at a single voltage and a specified phase classification. Each individual residential user, each separately operated business activity, and each separate building will be considered an individual Customer for billing purposes. Consistent with BCLP's metering policies, BCLP may at its option furnish electric service to a Customer for an entire group of buildings through one electric service connection at one Point of Delivery, provided all such buildings are located on contiguous property not separated by property of other ownership or divided by public streets, roads, alleys, other public thoroughfares, railroad tracks, or waterways.

3.2. CUSTOMER'S USE OF ELECTRIC SERVICE:

Electric services will be supplied only under and pursuant to BCLP's applicable Electric Rate Schedule as may from time to time be lawfully fixed, and to these Electric Service Policies and any modifications or additions hereto lawfully made. Electric service will be supplied only to those for whom BCLP is the sole source of electric service unless otherwise provided under an appropriate contract. The Customer shall not extend their electric facilities for electric service to other customers or premises and shall not resell electric service to any other person or entity, a violation of which is grounds for termination of service.

3.3. CONTINUITY OF ELECTRIC SERVICE:

BCLP will endeavor at all times to provide steady and continuous electric service, but does not guarantee its electric service against irregularities and interruptions. In the event the supply of service shall be interrupted or irregular or defective or fail from causes beyond the control of BCLP, BCLP will not be liable therefore.

3.4. SUSPENSION OF ELECTRIC SERVICE FOR REPAIRS AND CHANGES:

For the purposes of making repairs to or changes in BCLP plant generating equipment, transmission or distribution system, or other property, BCLP may, without incurring any liability therefore, suspend electric service for such period as may be required but will endeavor to avoid unnecessary inconvenience to the Customer. Whenever possible, BCLP will give reasonable notice to the Customer prior to such suspension of electric service.

3.5. CUSTOMER'S RESPONSIBILITY:

On the Customer's side of the Point of Delivery, the Customer is responsible:

- a. to pay for all electric service received, supplied, or taken;
- b. for the installation and maintenance of all electrical appliances, wires and fixtures, and
- c. for all losses or damages to anyone from any source, failure or other cause in connection therewith.

The Customer specifically must indemnify, hold harmless, and defend BCLP against all claims, demands, costs or expense, for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of, the transmission or use of electric service, or electric appliances, wires and fixtures, on the Customer's side of the Point of Delivery.

3.6. ACCESS TO PREMISES:

The Customer shall grant all necessary permission to enable BCLP to install or maintain electric service on the premises of the Customer and to carry out its contract. BCLP shall have the right through its agents, or other employees, to enter upon the premises of the Customer as necessary for the purpose of reading meters, trimming trees, inspecting, repairing, or removing the electrical facilities of BCLP, and for all other purposes incident to the supplying or discontinuance of electric service. In the event the Customer is not the owner of the premises occupied, the Customer shall obtain all such permissions from the owner thereof. Failure to grant necessary access after notice is grounds for termination of service.