



**BOZRAH LIGHT & POWER**

# Rules and Regulations

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## **SECTION I - GENERAL**

**1.1 RULES AND REGULATIONS.** These Rules and Regulations shall be deemed to be a part of every service agreement for service entered into by Bozrah Light and Power (BLP) and shall govern all classes of service where applicable unless specifically modified by a provision or provisions contained in a particular rate or special written contract with a Customer. A copy of these Rules and Regulations are available at the Customer Service offices or on BLP website at [www.grotonutilities.com](http://www.grotonutilities.com).

**1.2 APPLICATION.** The provisions of these Rules and Regulations apply to all Customers receiving all services from BLP, unless specifically stated otherwise, without regard to whether a service application has been made by the Customer or accepted by BLP under Section II hereof. Receipt of service shall constitute the receiver as a Customer of BLP as the term is used in these Rules and Regulations.

**1.3 STATEMENTS BY AGENTS.** No representative of BLP has authority to modify any rule, provision, or rate contained in Rules and Regulations or to bind BLP for any promise or representation contrary thereto.

**1.4 RATE SELECTION.** Every customer is entitled to request service under the lowest rate applicable to the load characteristics and service supplied during each calendar year, and BLP will make reasonable efforts to provide its Customers with information upon request to aid such Customers in selecting the most advantageous rate available. BLP, from time to time, may review all rate classes and based on load characteristics and service supplied will modify, with six (6) months' notice, its Customers rate. BLP will make reasonable efforts to notify its Customers of potential financial impacts. The rate impacts may depend on, and vary with, the actual usage and equipment of a Customer. The Customer is entitled to a rate review to ensure that the Customer is on the lowest rate applicable to the load characteristics and service supplied. Unless specifically stated to the contrary, all the rates are based on the supply of service to the Customer throughout the twelve (12) months of the year, and changes from one rate to another will not be made for periods of less than twelve (12) months. BLP will not be liable for any claim that service provided to any Customer might have been less expensive or more advantageous to such Customer if supplied under a different rate.

**1.5 REVISIONS.** Rules and Regulations and Rate Schedules may be revised, amended, supplemented and otherwise changed from time to time, and such changes, when effective, will supersede the present Rules and Regulations and Rate Schedules.

**1.6 EXCLUSIVE FRANCHISE RIGHTS REGARDING THE GENERATION AND DISTRIBUTION OF ELECTRICITY.** Bozrah Light and Power Company (pursuant to No. 381 of the Special Acts 1921 and Chapter 101 of the Connecticut Gen. Statutes) as non-participating municipal electric utilities, has the exclusive right to produce, purchase, generate, sell and distribute electric power to any and all persons in its designated service territory. No third-party shall have the right to generate, sell or distribute electric power within said service territories.

**1.7 RETENTION AND PROTECTION OF CUSTOMERS' PERSONAL INFORMATION.** BLP will in good faith protect any and all personal information collected from a new or existing Customer, and shall be kept and maintained in a secure location with restricted accessibility until such time the information is no longer required and its retention requirements have been met. No protected Customer information will be released to a third-party without a completed Customer Release Authorization form received from the Customer, unless required to be disclosed by state or federal law or order of any court of appropriate jurisdiction.

**1.8 CONFIDENTIAL INFORMATION.** Information and non-protected Customer information data on a user obtained from reports, surveys, permit applications, and monitoring programs, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Privacy Officer, Security Office and the Director of Utilities that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated



by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public.

## **SECTION II - APPLICATION FOR SERVICE**

**2.1 SERVICE APPLICATIONS.** BLP requires a prospective Customer to fill out an application for service. BLP reserves the right to require sufficient identification and additional documentation, including a copy of the lease / purchase agreement to apply for service. BLP reserves the right to refuse service to a prospective Customer who is indebted to BLP for any service previously furnished to such address or prospective Customer or any name on the lease / purchase agreement.

**2.2 SERVICE CONNECTION FEE.** A service connection is defined as any connection or reconnection which results in establishing a new account or transfer of an existing account. The service connection fee will be charged for each service.

The fee will not be assessed to Landlords who have signed a Continuous Service Agreement in which the service is automatically put back into their name between tenants without interruption of service.

**2.3 SERVICE INFORMATION.** Upon receipt of an application from a prospective Customer setting forth the location of the premises to be served, the extent of the service to be provided, and other pertinent information, BLP will advise the Customer of the type and character of service it will furnish, the point at which service will be delivered, and the location to be provided for BLP's metering equipment.

**2.4 ACCEPTANCE OF SERVICE.** If an application for service is accepted by BLP, or if service is supplied according to the provisions of such application or pursuant to contract (without modification or with supplemental agreement), this shall constitute an agreement between the Customer and BLP for the supply of service.

**2.5 SPECIAL CONTRACTS.** In the event that the service desired by a Customer is not available under any standard rate of BLP, such service may be obtained, at the sole discretion of BLP, through a special contract to the extent permitted under applicable Rules and Regulations and provided that no discrimination against other Customers would result therefrom. Such special contract service may include auxiliary or parallel operation service, service for abnormally large or fluctuating loads, and other types of service under unusual circumstances. All such contracts are subject to review and approval by the Bozrah Light and Power Utilities Commission.

**2.6 UNAUTHORIZED USE.** The use of service without notice to BLP to enable BLP to read its meter(s) on the user's premises will render the user liable for any amount due for service supplied to the premises since the last reading of the meter(s), whether or not such reading may precede the said user's occupancy, as shown on BLP's records. Whenever any service has been obtained at any premises on an unmetered basis, or any unauthorized service has been obtained at any such premise, or for any other reason service has been provided to such premises to persons unknown, or for which payment has not been made due to a question of Customer identity, the owner of record of such premises shall be liable therefore to BLP. No customer shall break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of BLP service.

## **SECTION III - CREDIT AND PAYMENT TERMS**

**3.1 BILLING PERIOD.** The normal billing period shall be that on which the billing cycle is based.

**3.2 SECURITY DEPOSITS.** All prospective Customers / Occupants are subject to a credit check to determine if a security deposit is required.

Residential Customer: If a security deposits is required, it may equal up to the estimate of three (3) months' service, with a minimum of \$300.00.

Non - Residential Customer: Security deposits not to exceed three (3) months' service will be required of all Non



Residential Customers. Other deposit options for Non- Residential Customers (with approval of management):

- a) provide four (4) letters of credit
- b) previously established good credit with BLP
- c) provide an assuredly bond for the total amount of the security deposit
- d) provide an irrevocable letter of credit for the amount of the deposit from a bank
- e) provide a two-year prepaid security bond for the amount of the deposit without renewal as long as the credit status of the account remains in good-credit standing

BLP reserves the right to require a credit check or charge deposits of current Customers if deemed necessary because of termination of service due to any reason, including without limitation, non-payment, illegal activity, or chronic delinquency. Any Non-Residential account that receives a shut-off notice, and does not have adequate deposit on record, may be charged a deposit equal to an estimate of three (3) months service.

Interest will be accrued monthly on all security deposits and posted to the Customer's account each month. Residential security deposits will be credited to the Customer's account following two (2) years of prompt payment performance as determined by BLP or upon termination of service. Non-Residential Customer, where the property is owned by the customer, deposits shall be returned together with accrued interest following five (5) years of satisfactory credit. Satisfactory credit is defined where the Customer has not received a late payment penalty in any month for the preceding five (5) years.

**3.3 PAYMENT FOR SERVICE.** All bills for utility services, repairs, and other services or facilities furnished by BLP to the Customer shall be due and payable upon receipt. Failure of the Customer to receive the bill does not relieve from the obligation of payment or its consequences. Any Customer who has previously made a payment by a check that was returned for lack of funds will be required to make all future payments by cash, credit card, money order, or certified check. Payments shall be applied first to balances for repairs and other services or facilities furnished by BLP and then to balances for all utility services. Within those categories, payments will be applied first to unpaid Electric balances. BLP shall charge Customers a returned-check fee for each check returned for any reason.

**3.4 DELINQUENT ACCOUNTS.** All accounts not paid in full after fifteen (15) days of mailing of the bill are considered delinquent. Should an account become delinquent, BLP reserves the right to terminate any or all utility services, following proper notification, subject only to the rights of Customers in these Rules and Regulations and in the statutory restrictions that may be imposed by the State of Connecticut for residential Customers. In any particular case, a Customer is entitled to whichever rights may be the most protective of the interests of the Customer. Without limiting the foregoing, delinquent residential Customers who are concerned about termination of service by BLP are referred to (a) the Regulations of Connecticut State Agencies (in this case, the Public Utilities Regulatory Authority at 1-800-382-4586; TDD 860-827-2837) applicable to residential customers of municipal utilities at Section 16-3-100, or any such successor state rules or regulations in effect from time to time, (b) "Notice of Customer Rights", which BLP has printed on the back of the bill, and (c) the following sections of these Rules and Regulations. Subject to a Customer's rights, BLP reserves the right to utilize all legal means available to it, including collection services, to obtain payment for accounts which remain delinquent for longer than thirty (30) days. If the account becomes delinquent the Customer will be responsible for all collection fees. Subject to a Customer's rights, BLP is entitled, after a thirty (30) day delinquency, to report such delinquency to credit reporting agencies as permitted by applicable Connecticut General Statutes. Further, in accordance with applicable Connecticut General Statutes liens may be placed against any property where that property owner remains a delinquent Customer. If not released by payment of the delinquency before or at the time property is transferred to a new owner, the lien remains an encumbrance on the property and the new owner may be required to pay the delinquency its seller was responsible for incurring. Each such lien shall take precedence over all other liens and encumbrances except real estate taxes and may be foreclosed in the same manner as a lien for property taxes.

**3.5 LATE PAYMENT CHARGE.** All accounts not paid in full by the date of the next billing will be subject to a late charge, to be applied to the unpaid balance for each month's delinquency.



**3.6 FINAL NOTICE.** Before termination of service, Customers with bills one (1) month delinquent shall receive a “Final Notice” and be giving thirteen (13) calendar days from mailing of notice in which to pay the previous balance as listed on the Final Notice. Notification of “Notice of Customer Rights”, which details the Customer's right to a review, shall be included on the back of the Final Notice. Customers should inquire about termination, credit or other issues involving a Customer’s rights and duties at BLP Customer Service Department.

If any person living in a residence has a life-threatening condition, BLP will not shut off electric service during such illness if BLP’s “Physician’s Certification” form is completed and returned within seven (7) days of receipt of the form. The resident will be required to make an equitable arrangement to pay their past due bills and to pay on a current basis all future bills. BLP reserves the right to utilize all legal means available to it, including collection services, to obtain payment for accounts which remain delinquent for longer than thirty (30) days. The Bozrah Light and Power Utility Commission has the right to contest the validity of any certificate of Physician’s Certification form it receives.

If after the thirteen (13) day period no payment is received and no arrangement for payment has been made, the Customer's utility services may be terminated.

Exceptions to the above are for termination of residential Customers who meet the required conditions to be classified as a hardship case during the moratorium period of November 1<sup>st</sup> to May 1<sup>st</sup> inclusive, as outlined in the “Notice of Customer Rights”, or residential Customers who otherwise may meet restrictions imposed by the State of Connecticut.

**3.7 DISPUTED BILLS.** Any Customer who has a question or complaint or who disputes all or part of their bill may contact Customer Service. If the Customer remains unsatisfied, they may have BLP Review Officer, (General Manager - Customer Service), review the dispute. Any such request must be made within thirteen (13) days. If the dispute remains unresolved after the review by BLP Review Officer, the Customer may request in writing a further investigation and hearing by the Bozrah Light and Power Utilities Commission or as required by law.

**3.8 RECONNECTION CHARGES.** Services will not be reconnected until the entire account balance, reconnection fee, and deposit, if required, is paid in full. Service reinstatement or reconnection will be within twenty-four (24) hours from the time of the Customer payment.

**3.9 FINAL BILL.** The Customer shall be liable for service after notice of termination has been received by BLP until such time as the meter is read and disconnected. The bill for service rendered up to the date of the last meter reading is due and payable upon receipt. BLP reserves the right to utilize all legal means available to it, including collection services, to obtain payment for accounts which remain delinquent for longer than thirty (30) days. If the account becomes delinquent the Customer will be responsible for all collection fees.

**3.10 CHANGES IN RATES.** In the case of any increase or decrease in the applicable rate to any Customer, the effective date of said increase or decrease shall be reflected on or after effective date.

#### **SECTION IV - SERVICE LIMITATIONS**

**4.1 CHARACTER OF SERVICE.** The character of service which BLP will supply will be that available in the locality in which the service is to be furnished. Except as may be especially provided in a particular rate, BLP does not offer to supply services of non-standard characteristics.

**4.2 SINGLE DELIVERY POINT.** The entire utility service requirements of a Customer on one (1) continuous premises that is not intersected by a public road will generally be served at one (1) point of delivery with a single meter. When a Customer has multiple points of delivery, each point of delivery will be separately metered and billed at the applicable rate for that point of delivery. If a Customer requests a new or different meter or a communication device to be attached to the meter, BLP will make a reasonable effort to install, test and maintain an appropriate meter or communication device which meets BLP’s requirements. The Customer will bear the cost of providing and



installing the meter or communication device and will be billed by BLP when installation is completed. Upon installation, the meter or communication device will become the property of BLP and will be maintained by BLP.

**4.3 COMPLIANCE WITH AVAILABILITY.** The use of BLP's service shall not be for purposes other than those covered by the availability provision of the particular rate under which service is supplied.

**4.4 RESIDENTIAL SERVICE.** Separate dwelling units, whether within the same building or in separate buildings on the same premises, shall be considered as separate Customers and metered individually wherever practicable. If an existing residence is converted to more than a single dwelling unit, or if for some other reason it is impractical in the judgment of BLP to meter existing individual dwelling units separately, service may be supplied through one "master meter" under the rules set forth below in Section 5.5 for Resupply of Service. For new multi-family dwellings seeking connections after the Effective Date of these Rules and Regulations, arrangements must be made to permit separate metering and individual billing of the service to each dwelling unit, except under rigid conditions, limited to special cases such as elder care or publicly financed or subsidized multi-family dwelling units, BLP will accept no reason that separate metering in any new multi-family dwellings is impractical. Any retail Customer intending to construct dwellings of such specialized character shall obtain the prior written approval of BLP and shall agree to service conditions and conservation measures designed by BLP to safeguard against the unwise or wasteful use of service commonly associated with "master metering".

**4.5 REFUSAL TO SERVE.** BLP reserves the right to refuse to supply service to new Customers or to supply additional service to any existing Customer if it is unable to do so under a standard rate or if it is unable to obtain the necessary equipment and facilities or capital required for the purpose of furnishing such service. BLP may refuse to supply service to loads of unusual characteristics which might affect the cost or quality of service supplied to other Customers. As a condition of service, BLP may require a Customer having such unusual loads to install special regulating and protective equipment in accordance with Department specifications.

**4.6 UNMETERED SERVICE.** Unauthorized acceptance of unmetered service by a Customer, or service supplied through a meter which has been tampered with or rendered inaccurate by a Customer, shall be considered unauthorized use and shall subject such Customer to liability for payment for such service on an estimated usage basis, in addition to any other applicable civil and criminal liabilities which might be imposed upon such Customer. When supply of utility services on an unmetered basis is justified in the judgment of BLP, billing will be rendered for estimated use in accordance with the terms of the rate applicable to the service supplied.

#### **SECTION V - SERVICE SUPPLY AND USE**

**5.1 QUALITY OF SERVICE: INTERRUPTIONS AND FORCE MAJEURE.** To the extent permitted by law, BLP does not guarantee continuous service, and from time to time BLP may fail to provide any service or services in accordance with these Rules and Regulations. Any non-performance, failure, curtailment, interruption, reduction or other variation in allocation or quality of service of BLP, for any reason or cause, shall be excused, and BLP shall not be liable for such non-performance, failure, curtailment, interruption, reduction or variation and for any damage or loss resulting therefrom or arising in connection therewith. Without limiting the foregoing, BLP shall be excused and shall have no liability in the event BLP experiences a Force Majeure Event affecting service, which shall mean any and all reasons or causes beyond its reasonable control affecting BLP's ability to provide service, including, but not limited to, the shortage (whether actual or threatened) of, or the failure of common carriers, suppliers or subcontractors to deliver, necessary raw materials or supplies; embargoes, epidemics, quarantines; unusually severe weather conditions; fires, explosions, floods or other acts of God or the elements; acts or omissions of the Customer; acts of terrorism, war (declared or undeclared) or of a public enemy or other acts of hostility; civil disturbances, insurrections, riots or labor unrest; the threat or actual existence of a condition that may affect the integrity of the supply of any service; the necessity of making repairs to or reconditioning wells, pipelines, transmission lines and other equipment; or the requirement, request or order of any federal, state, local or foreign governmental authority, agency or court. The foregoing shall apply even though any such Force Majeure Event exists at the time BLP enters into an agreement to provide any service or such Force Majeure Event arises after BLP's ability to provide any service is prevented or delayed for other reasons. In the event of a failure, curtailment, interruption or variation in any





service resulting from a Force Majeure Event, BLP shall exercise reasonable efforts to resume service as soon as practicable.

**IN FURTHERANCE OF THE FOREGOING, IN CONNECTION WITH ITS SERVICE OR OTHERWISE, BLP SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SAVINGS) OF ANY NATURE WHATSOEVER AND HOWEVER CAUSED, WHETHER ARISING OUT OF MUNICIPAL, STATE OR FEDERAL LAW, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.**

**5.2 TEMPORARY SERVICE.** Subject to the discretion of BLP, temporary services may be available to any Customer who can be served from BLP's facilities. For such temporary service the Customer shall pay the total cost of connecting and disconnecting the service, including the cost of installation and removal of any equipment that may be necessary. Service will be billed under the regular rate applicable to the type of service supplied. BLP may require an advance payment covering the estimated cost of installation and disconnection, or the use of service, or both.

**5.3 SUSPENSION OF SERVICE FOR REPAIRS.** Without limiting any other provision hereof, BLP reserves the right to curtail or temporarily interrupt the Customer's service from time to time in order that repairs, replacements, or changes(s) may be made in BLP's facilities, either on or off the Customer's premises. Whenever possible, BLP will attempt to notify the Customer in advance, except in cases of emergency. Nothing in this Section shall be deemed to require BLP to make such repairs, replacements, or changes at times other than normal business hours.

**5.4 SUB-METERING** –Any retail utility service rendered is furnished to the Customer for only the purpose and class of service specified. For new service connections after the Effective Date of these Rules and Regulations, such service shall not be resold to others or used for other purposes. BLP will allow resale exceptions only in the following limited cases: (i) “sub-metering” accounts accepted for service prior to the Effective Date; and (ii) new accounts as specifically set forth in Connecticut General Statutes, Title 16, Chapter 277, Section 16-19ff, or any successor provision as may be in effect from time to time, which section permits the installation of sub-meters and resale of service only at recreational campgrounds, individual slips at marinas and in other locations approved by the Public Utilities Regulatory Authority. For the latter accounts described in the cited statute, BLP will apply a residential rate to any retail Customer allowed to make resales. In all sub-metering cases, BLP will strictly enforce the resale price and other rules adopted by the Connecticut Public Utilities Regulatory Authority with respect to sub-metered accounts. Customers subject to these limited exceptions are advised to consult the Regulations of Connecticut State Agencies, specifically Sections 16-11-236 to 16-11-238, inclusive. Except in these limited cases, the practice known as “sub-metering” is not allowed by BLP. Failure to adhere to these guidelines will subject the Customer to termination of service(s).

**5.5 RESUPPLY OF SERVICE** –When service as of the Effective Date is resupplied to others (without sub-metering) by an existing retail Customer of BLP as a part of a residential, commercial or industrial rental service provided by the retail Customer, each building or premises will be considered as a separate Customer, and the service will be furnished to the tenants as an incident to tenancy with the cost included as an integral part of the rent. The same rule shall apply to the greatest extent possible in the case of service supplied to any existing condominium or homeowner's association, where the cost of such service shall be incidental to the association's fees to its members.

Resupply of service, without sub-metering as described in this Section 5.5 or in Section 4.4 above, or with sub-metering as described in Section 5.4, by a new retail Customer of BLP taking service after the Effective Date of these Rules and Regulations, and providing residential, commercial or industrial rental space to its tenants, will not be allowed, except in the limited, special cases described in Section 4.4 or Section 5.4 of these Rules and Regulations. As a result, only a retail Customer which had resupply arrangements with its tenants as of the Effective Date of these Rules and Regulations will be allowed to continue such arrangements and, unless one of the special, limited cases without sub-metering in Section 4.4 or with sub-metering in Section 5.4, each new tenant after the Effective Date



shall receive individual service, separately metered, in their own name as a retail Customer of BLP. Where resupply of service is allowed, resupply of service will constitute commercial use and will require prior written consent of BLP.

#### **SECTION VI - CUSTOMER'S INSTALLATION**

**6.1 SUITABILITY OF APPARATUS** – In order that all Customers receive service of the highest quality, it is necessary that BLP establish standards for the selection and use of electric motors, major appliances, and large electric equipment so that the starting and operating characteristics of the various units will not adversely affect the service rendered to other Customers. The Customer shall not use the service supplied for any purpose, or with any apparatus which would cause a disturbance on the lines or system of BLP, sufficient to impair or render unsafe the service supplied by BLP to other Customers. The Customer shall be liable for any damage resulting to BLP's apparatus, or facilities, or to other Customers caused by failure to comply with any provision of this section.

BLP reserves the right to disconnect service at any time, upon proper notice, when any equipment not approved by BLP interferes with service to other Customers. BLP reserves the right to inspect and test any motor(s) and/or apparatus when they are suspected of causing detrimental effects to BLP's service. BLP also reserves the right to require the Customer to install at their expense such wiring and equipment as may be necessary to prevent undue voltage frequency, voltage fluctuations, or other power quality problems, at the Customer's service location or at the service location of other Customers. It is, therefore, imperative that the Customer consult with BLP in advance of making any commitments for motors of any size, electrical equipment, or appliances.

**6.2 COMPLIANCE WITH REGULATIONS AND RULES.** Before BLP will furnish service, the Customer shall comply with all applicable regulations, codes, and requirements of federal, state, or municipal bodies, and may be required to furnish BLP satisfactory evidence of the apparatus to be connected to lines and, also, as to whether the operation of such apparatus will cause power quality problems on BLP's distribution system. The Customer shall install only motors, apparatus, and devices which are suitable for operation with the character of the service available and supplied by BLP.

**6.3 STATEMENT OF INSTALLER.** BLP may require a written statement from the installer of wiring, piping, or other similar facilities that the same are suitable and proper for the safe and satisfactory reception and use of the service to be furnished and are in accordance with applicable building and safety codes.

**6.4 RESPONSIBILITY OF THE CUSTOMER.** In all cases the Customer is responsible for maintaining facilities, wiring, and appliances that are suitable and proper for the safe and satisfactory reception and use of the service to be furnished. These Rules and Regulations, available at any office of BLP during normal business hours, contains specific information relating to the major factors involved and the limitations necessary in order to render satisfactory service. Any effort by BLP to promote this condition, including the information provided in these Rules and Regulations, is merely assistance rendered to the Customer and shall not be deemed an assumption of liability on the part of BLP.

All apparatus or facilities provided by BLP to supply service shall remain its sole property whether or not affixed to the Customer's property and shall be returned by the Customer in the condition received, ordinary wear and tear accepted. Any damages caused by the Customer to BLP's property (including damage occurring as a result of the Customer's failure to take reasonable precautions to protect such property from damage) shall be paid by the Customer.

**6.5 LIABILITY OF BOZRAH LIGHT AND POWER.** To the extent permitted by law, service is delivered to the Customer at the point where the service connection maintained by BLP terminates. BLP shall not be liable for direct, indirect, or consequential damages of any kind, whether resulting from injuries to persons, or property, or otherwise, arising out of or that may be traceable to trouble or defects in the apparatus, wiring, facilities, piping, or equipment, or to any other cause occurring beyond the point where the service connection of BLP terminates.



**6.6 CHANGES IN CONDITIONS OR INSTALLATION.** The Customer shall give advance notice to BLP of any proposed change in the Customer's service(s) or other conditions of use, or of any change in purpose or the location of the Customer's installation. Such changes in the Customer's service conditions or installation shall not be made until such notice has been given and permission received from BLP. Failure to give notice of such changes shall render the Customer liable for any damage to the meters or other apparatus and equipment of BLP caused by the changed conditions or installation.

#### **SECTION VII - DEPARTMENT'S INSTALLATION**

**7.1 RIGHT-OF-WAY.** BLP shall not be required to extend its facilities for the purpose of rendering service until it has satisfactory right-of-way or easements to permit the installation, operation, and maintenance of its facilities. The Customer, without expense to BLP, shall grant or secure for BLP such right-of-way or easements whether across property controlled by the Customer or by others.

**7.2 TREE TRIMMING AND TREE REMOVAL ON PRIVATE PROPERTY** –BLP will not under any circumstances trim any branches or limbs of a tree on private property that are above, below, or surround a service drop loop from the pole to a building on the property. Tree trimming on private property is the responsibility of the property owner.

BLP or its contractor will trim any branches or limbs that may interfere with the integrity of the distribution system located on the public right-of-way in accordance with applicable tree trimming practices as defined by the Utility Arborist Association.

BLP will participate equally with others involved (GU, A&TT, and property owner) in the cost of removing trees on private property when requested by a property owner under the following conditions:

- a) The tree is dead, or badly diseased and presents a hazard to primary or electric transmission lines should it fall, and if the tree is used for a tree guy, the property owner is willing to grant permission to install an anchor on their private property.
- b) The tree, whether publicly or privately owned, whose branches or limbs encroach into the public right-of-way for the purpose of distribution line clearance.

**7.3 CONNECTIONS** - The service installation on the private property will be furnished, installed, and maintained by BLP. A contribution will be required from the Customer for the construction of the service. The first one hundred fifty (150) feet of cable located on private property will be installed at no charge.

Commercial and Industrial Customers are required to furnish, install, and maintain underground secondary cables originating at the secondary terminals of a transformer to the Customer's service panel.

**Overhead.** BLP will furnish and maintain its service connections at its own expense where no intermediate pole is required between the pole on the street and the building to be served. Maximum distance from the pole on the street to the building is one hundred twenty (120) feet.

**Underground.** All trenching, backfilling, and conduit for underground service connections will be furnished, installed, and maintained in a manner satisfactory to BLP at the expense of the Customer.

**Underground Service Connections from Private-Property Pole.** All trenching, backfilling, and conduit will be furnished, installed, and maintained in a manner satisfactory to BLP at the expense of the Customer.

**Maintenance Cost.** BLP may require the Customer to contribute to such maintenance when in its judgment the maintenance cost is disproportionate to the revenue received.



**7.4 RIGHTS ON CUSTOMER'S PREMISES.** In accepting service, the Customer shall thereby agree to furnish BLP, without charge, a suitable location selected by BLP in advance for all of the property and equipment of BLP necessary to furnish such service. BLP shall have access to the Customer's premises at all reasonable times for the purpose of installing, reading, inspecting, repairing, removing, replacing, disconnecting, or otherwise maintaining its meters, equipment, and facilities, and for all other proper purposes and may terminate service if it is denied reasonable access.

**7.5 CHANGES IN LOCATION –.** If the Department places its overhead wires underground or changes the location of any of its service facilities, it may require that such changes as may be necessary in the Customer's portion of the service connection, or which may directly or indirectly benefit the Customer, be made at the expense of the Customer.

**SECTION VIII - ELECTRIC CO-GENERATION AND SMALL POWER PRODUCTION FACILITIES –**

**8.1 INTERCONNECTION COSTS.** The Customer is responsible for all costs associated with the installation of the generation equipment, protection, and metering equipment (except KWH meters), and connection to BLP lines. Where the purpose of the Customer's interconnection with BLP's system is to sell energy to BLP and BLP must incur exceptional costs to rebuild or modify its facilities, including costs of transformation equipment to provide this interconnection, BLP may require payment of these costs before making the interconnection.