



CONDITIONS OF SERVICE

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Contents

INTRODUCTION	7
1.1 Identification of BPI and Territory	7
1.2 Related Codes and Governing Laws.....	7
1.3 Interpretations.....	8
1.4 Amendments and Changes	9
1.5 Contact Information.....	9
1.6 Customer Rights.....	10
1.7 Brantford Power Inc. Obligations/Rights.....	11
1.7.1 Space and Access	11
1.7.2 Liability for Damage.....	12
1.7.3 Customer Safety and Equipment.....	12
1.7.4 Force Majeure	13
1.8 Disputes	13
SECTION 2 DISTRIBUTION ACTIVITIES (GENERAL)	14
2.1 Connections.....	14
2.1.1 Building that Lies Along	14
2.1.1.1 Connection Charges – All Customers.....	15
2.1.1.2 Connection Charges – Residential Customers.....	15
2.1.1.3 Connection Charges – General Service Customers.....	16
2.1.2 Expansions (Including Enhancements) / Offer to Connect.....	17
2.1.3 Alternative Bids	18
2.1.4 Connection Denial	18
2.1.5 Inspections Before Connections.....	19
2.1.6 Relocation of Plant	20
2.1.7 Easements.....	21
2.1.8 Contracts.....	21
2.1.8.1 Standard Form of Contract	21
2.1.8.2 Implied Contract.....	22
2.1.8.3 Special Contracts	22
2.2 Disconnection	23
2.3 Conveyance of Electricity	24

2.3.1	Limitations on the Guarantee of Supply	24
2.3.2	Power Quality.....	25
2.3.3	Electrical Disturbances	26
2.3.4	Standard Voltage Offerings.....	26
2.3.5	Voltage Guidelines	27
2.3.6	Back-up Generators (Including Wind/Solar Powered Units).....	27
2.3.7	Metering - General Information.....	28
2.3.7.1	<i>General</i>	28
2.3.7.2	<i>Supply of Meters</i>	28
2.3.7.3	<i>Meter Reading</i>	29
2.3.7.4	<i>Final Meter Reading</i>	29
2.3.7.5	<i>Faulty Registration of Meters</i>	29
2.3.7.6	<i>Meter Dispute Testing</i>	30
2.3.8	Transformation Capacity	30
2.4	Tariffs and Charges.....	31
2.4.1	Service Connections	31
2.4.2	Energy Supply	33
2.4.3	Deposits	33
2.4.4	Security Deposit Requirements	34
2.4.4.1	<i>Residential Customers</i>	34
2.4.4.2	<i>General Service Customers - Owners & Tenants</i>	35
2.4.5	Billing	37
2.4.5.1	<i>Billing Errors</i>	38
2.4.6	Payments and Late Payment Charges	39
2.4.7	Damaged Electrical Equipment	40
2.4.8	Relocation of Plant and Equipment.....	40
2.5	Customer Information	40
SECTION 3	CUSTOMER SPECIFIC.....	42
3.1	General	42
3.1.1	Early Consultation	42
3.1.2	Demarcation Point	43
3.1.3	Service Identification	43
3.1.4	Metering - General.....	43

3.1.5	Multi-occupancy Metering and Billing	44
3.1.6	Inspections	44
3.1.7	Additional Delivery Points	45
3.1.7.1	<i>Secondary Service</i>	45
3.1.7.2	<i>Primary Service</i>	45
3.1.8	Underground Conductors	46
3.1.9	Overhead Conductors	46
3.1.10	Service within Brantford Downtown and Designated Underground	47
	Areas other than Subdivisions and Townhomes	47
3.1.10.1	<i>Secondary Services</i>	47
3.1.10.2	<i>Primary Services</i>	48
3.2	Residential Service Customers Information -- General	49
3.2.1	Condominium / Townhome Developments	49
3.2.1.1	<i>New Developments</i>	49
3.2.1.2	<i>Existing Developments</i>	50
3.2.1.2.1	Developments after January 01, 2008	50
3.2.1.2.2	Developments prior to January 01, 2008	50
3.2.2	Secondary Services	51
3.2.2.1	<i>Overhead Distribution Area</i>	51
3.2.2.2	<i>Underground Distribution Area</i>	51
3.2.3	Primary Services	52
3.2.4	Residential Metering	52
3.3	General Service Customers Information – General	53
3.3.1	General Service Customer – Metering	54
3.3.2	Electrical Room Requirements	54
3.3.3	General Service Information (below 50 kVA)	56
3.3.3.1	<i>General</i>	56
3.3.3.2	<i>Secondary Services</i>	56
3.3.3.2.1	Overhead Distribution Area	56
3.3.3.2.2	Underground Distribution Area	57
3.3.3.3	<i>Primary Services</i>	57
3.3.3.4	<i>Location of Service Equipment</i>	57
3.3.3.5	<i>Access</i>	58

3.3.3.6	<i>Inspection</i>	58
3.3.4	General Services (50 kVA – 1500 kVA)	58
3.3.4.1	<i>General</i>	58
3.3.4.2	<i>Primary Service</i>	59
3.3.4.2.1	Underground Services to Transformer	59
3.3.4.2.2	Overhead Services to Transformer	59
3.3.4.3	<i>Transformation</i>	60
3.3.4.3.1	General Information	60
3.3.4.3.2	Oversized Service Entrances	61
3.3.4.4	<i>Location of Service and Equipment</i>	61
3.3.4.5	<i>Access</i>	61
3.3.4.6	<i>Inspection</i>	62
3.3.5	General Services – Customer Owned Transformation	62
3.3.5.1	<i>General</i>	62
3.3.5.2	<i>Primary Service</i>	62
3.3.5.3	<i>Transformation</i>	63
3.3.5.4	<i>Location of Service and Equipment</i>	64
3.3.5.5	<i>Access</i>	64
3.3.5.6	<i>Inspection</i>	64
3.4	Embedded Generation	64
3.4.1	Application	64
3.4.2	Information	65
3.4.3	Process and Technical Requirements	66
3.4.4	Connection Requirements	66
3.5	Embedded Market Participant	67
3.6	Embedded Distributor	68
3.6.1	Contact Information	68
3.6.2	Energy Supply	68
3.6.3	Billing	68
3.6.4	Ownership	69
3.6.5	Assignment of Responsibility	69
3.6.6	Normal Operations	70
3.6.7	Communication	70

3.6.8	Emergency Operations	71
3.6.9	Metering and Fault Protection.....	71
3.6.10	Costs.....	72
3.6.11	Liability	72
3.6.12	Force Majeure	73
3.7	Un-metered Load	74
3.7.1	Types of Un-metered Connections.....	75
3.7.1.1	<i>Street Lighting</i>	75
3.7.1.2	<i>Traffic Control Signals</i>	75
3.7.1.3	<i>Bus Shelters and other Scattered Load</i>	75
3.7.1.4	<i>Sentinel Lighting</i>	76
3.8	Temporary Services	76
3.8.1	General	76
3.8.2	Metering.....	77
SECTION 4	GLOSSARY OF TERMS	78
APPENDIX A	80

INTRODUCTION

This “Conditions of Service” document describes the operating practices and connection policies of Brantford Power Inc. (BPI). It sets out the terms and conditions on which BPI offers electricity distribution services to Customers.

1.1 Identification of BPI and Territory

Brantford Power Inc. also referred to as “BPI” or “Brantford Power”, is a corporation incorporated under the laws of the Province of Ontario to distribute electricity.

BPI is licensed by the Ontario Energy Board (OEB) to distribute electricity to Customers as described in the Distribution License issued to BPI by the OEB. Additionally, there are requirements imposed on BPI by the various codes referred to in the License, and by the *Electricity Act, 1998* and the *Ontario Energy Board Act*.

BPI is limited to operating distribution facilities within the Licensed Territory as defined in the Distribution License. The distribution territory is the area within the City limits of the City of Brantford.

1.2 Related Codes and Governing Laws

BPI and the Customer shall comply with all applicable laws, regulations and codes including the provisions of the latest editions of the following:

- a) *Electricity Act, 1998;*
- b) *Energy Competition Act, 1998;*
- c) *Ontario Energy Board Act, 1998;*
- d) *Distribution License;*
- e) *Affiliate Relationships Code;*
- f) *Distribution System Code;*
- g) *Retail Settlement Code;*
- h) *Standard Service Supply Code;*
- i) *Ontario Electrical Safety Code;*

- j) *Ontario Business Corporations Act;*
- k) *Federal Electricity and Gas Inspections Act;*
- l) *Ontario Public Service works on Highways Act and Applicable Canadian Standards Association Codes;*
- m) *ESA Regulation 22/04*

In the event of a conflict between this document and the documents listed above, the documents listed above shall govern. In the event of a conflict between these Conditions of Service and a Connection Agreement executed between the Customer and BPI, the Connection Agreement shall govern. Customers and their agents planning and designing for electricity service must refer to all applicable Provincial and Canadian electrical codes, all applicable federal, provincial, municipal laws, regulations, codes and by-laws to ensure compliance. All work, on the BPI distribution system, shall be conducted in accordance with the latest edition of the *Ontario Occupational Health and Safety Act* (OHSA), the Regulations for Construction Projects and the harmonized Electrical and Utility Safety Association (E & USA) rulebook.

1.3 Interpretations

In these Conditions of Service, unless the context otherwise requires:

- a) headings and underlining are for convenience only, and do not affect the interpretation of these Conditions of Service;
- b) words referring to the singular include the plural, and vice-versa;
- c) words referring to gender include any gender;
- d) the word "person" includes a firm, a body corporate, an unincorporated association, or an authority;
- e) the word "acceptable" shall mean acceptable to BPI;
- f) where such terms as "shall", "must", "will" and "would" are used, they are to mean a mandatory requirement. Other terms such as "may", "should", "preferred" and the like indicate discretionary requirements and deviations, which are subject to individual consideration;
- g) a reference to a document, or a provision of a document, includes any amendment or supplement to, or any replacement of, that document or that provision of that document; and

- h) an event that is required under these Conditions of Service to occur on or by a stipulated day, which is not a business day, may occur on or by the next business day that is not a holiday.

1.4 Amendments and Changes

These Conditions of Service will be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with such laws, regulations and codes listed in [Section 1.2](#).

The provisions of these Conditions of Service and any amendment thereto form part of any contract between BPI and any Retailer, Generator, connected Customer or their respective agent(s).

In the event of any changes to these Conditions of Service, an advance public notice will be provided in each Customer's regular bill mailings as per Section 2.4.8 of the *Distribution System Code* (DSC). Customers will have ten (10) days to provide comments.

The Customer is responsible for contacting BPI to ensure that the Customer has the current version of the Conditions of Service, or to obtain a current version. BPI may charge a reasonable fee for providing the Customer with multiple copies of this document.

The current version of these Conditions of Service is also posted on the BPI website and can be downloaded from www.brantfordpower.com. It is also available for viewing at BPI's office – 220 Colborne St.

This Conditions of Service document shall be effective as of January 01, 2015 and supersedes all previous Conditions of Service, whether oral or written, of BPI or its predecessor municipal electric utility.

1.5 Contact Information

BPI can be contacted at:

220 Colborne Street, Brantford, Ontario N3T 2H1;

by telephone Monday to Friday – 8:30 am to 4:30 pm at **519-751-3522;**

by fax at, **519-756-6041** or by e-mail at **customerservices@brantfordpower.ca**

In the event of an emergency outside of normal working hours, BPI or its agents can be contacted by telephone at **519-752-0422**.

Web: www.brantfordpower.com

1.6 Customer Rights

Nothing contained in this document shall prejudice or affect any rights, privileges or powers vested in the Customer by law, under any act of the Legislature of Ontario or the Parliament of Canada, or any regulations hereunder.

BPI shall only be liable to a Customer, and a Customer shall only be liable to BPI, for any damages that arise directly out of the willful misconduct or negligence of:

- a) BPI in providing distribution services to the Customer;
- b) the Customer in being connected to BPI's distribution system; or
- c) BPI or the Customer in meeting their respective obligations under these Conditions of Service, their licenses and any other applicable laws.

Notwithstanding the above, BPI shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption losses, loss of contract or loss of good will or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise.

A Customer has the right to receive distribution-related services delivered in accordance with standards established by the OEB.

Customers experiencing outages or other disturbances will be advised, upon request, of the cause of the outages.

Where meters are installed by BPI, a Customer has the right to access current meter and price data, and to interrogate his/her meter or to assign this right to others, in accordance with any relevant technical specifications and codes.

Note: All metering equipment supplied by BPI, is the property of BPI.

If the Customer requires metering information, arrangements must be made, in writing, with BPI Metering & Settlement for Customer access to the information. If a second party is involved, a letter of consent from the Customer will be required. A Customer has the right to receive historical consumer-specific usage, meter and payment data as defined in the *Retail Settlement Code*.

1.7 Brantford Power Inc. Obligations/Rights

BPI is obligated to sell electricity to every person connected to its distribution system in accordance with Section 29 of the *Electricity Act, 1998* with its license and the requirements of the *Retail Settlement Code*, except the person who advises BPI, in writing, that the person does not wish to purchase electricity from BPI.

BPI is obligated to connect any building or facility, which lies along any of the lines of BPI's distribution system, in accordance with Section 28 of the *Electricity Act, 1998*, when requested in writing by a person. BPI may refuse to connect according to [Section 2.1.4](#) of these Conditions of Service.

BPI has the right to allocate available electricity among Customers if the supply of electricity to BPI is interrupted or reduced as a result of an emergency or a breakdown, repair or extension of a transmission or distribution system in accordance with Section 30 of the *Electricity Act, 1998*.

1.7.1 Space and Access

The Customer and/or Owner shall provide to BPI, free of charge or rent, a convenient and safe place for BPI's facilities and equipment on the Customer's and/or Owner's premises or approaches thereto. BPI assumes no risk and under no circumstances will BPI be liable for any damages resulting from, arising out of, or related to the presence of BPI's facilities and equipment. The Customer and/or Owner shall not allow anyone other than an employee, or authorized agent of BPI, or a person lawfully entitled to do so, to repair, remove, replace, alter, inspect, or tamper with BPI's facilities and equipment on the Customer's and/or Owner's premises. BPI shall have powers of entry to the Customer's and/or Owner's premises or private property as provided in Section 40 of the *Electricity Act, 1998*.

The Customer and/or Owner shall authorize BPI to have access to the premises at all reasonable times to perform the following tasks:

- a) install, inspect, read, calibrate, maintain, repair, alter, remove, test or replace a meter;
- b) inspect, maintain, repair, alter, remove, replace, test or disconnect wires or other facilities used to distribute electricity; or
- c) perform switching operations or interrupt the Customer's and/or Owner's supply to maintain or improve the supply system or to provide new or upgraded services to other Customers.

Access to meters or meter rooms must be available from outside the Customer's and/or

Owner's premises with key access provided to BPI. BPI must approve any exceptions to this requirement, in writing. Metering required by the MTO along freeways, expressways or 400 series highways and their off-ramps shall be located either on the City of Brantford right-of-way or BPI owned pole accessible to BPI vehicles at all times.

It is the Customer's and/or Owner's responsibility to ensure that all BPI owned equipment located on private property is kept clear of any obstacles in order to facilitate regular and emergency maintenance. Obstructions may include vegetation, structures and landscaping. Removal of any obstruction by BPI will be at the expense of the Customer and/or property Owner.

1.7.2 Liability for Damage

BPI's facilities and equipment located on the Customer's and/or Owner's premises are in the care of and at the risk of the Customer and/or Owner. If any of BPI's facilities or equipment are damaged or destroyed by fire or any cause other than ordinary wear and tear, the Customer and/or Owner shall pay to BPI the value of those BPI facilities and equipment or the cost of repairing or replacing them. The Customer and/or Owner shall not build, or cause to be built, plant or maintain any structure, tree, shrub or landscaping that could obstruct or endanger any BPI facilities and equipment, interfere with the proper and safe operation of the distribution system or any part thereof or affect BPI's compliance with any applicable laws, in the sole opinion of BPI.

In those instances where the Customer has the authority to hire a contractor to construct plant which will become part of BPI's system, BPI shall have the right to require the contractor to submit proof of previous experience and satisfactory performance, and BPI shall have the right to investigate such proof prior to the Customer awarding a contract for the work to the contractor.

1.7.3 Customer Safety and Equipment

The Customer and/or Owner shall comply with all applicable laws and safety regulations, in accordance with [Section 1.2](#). The Customer shall ensure that the Customer's equipment is properly identified and connected for metering and operation purposes and will take whatever steps necessary to correct any deficiencies in a timely fashion.

Where applicable, Customer equipment shall be subject to the reasonable acceptance of BPI and the approval of the Electrical Safety Authority (ESA). BPI's approval of any Customer equipment is solely for the purposes of protecting the BPI distribution system. The Customer and/or Owner are responsible for protecting its own property.

1.7.4 Force Majeure

Neither BPI or a Customer shall be held to have committed an event of default in respect of any obligation under these Conditions of Service if prevented from performing that obligation, in whole or in part, because of a force majeure event pursuant to subsection 2.3 of the *Distribution System Code*.

1.8 Disputes

- a) In addition to other civil avenues that may be pursued to resolve disputes or other dispute resolution processes set out in agreements with Customers, BPI provides the following informal dispute resolution process:
 - Step 1 To register a complaint, a Customer must call or write the Vice President of the applicable department.
 - Step 2 If the matter is not satisfactorily resolved in Step 1, the Customer may refer the matter to the President and Chief Executive Officer of BPI, who will address the matter in consultation with the applicable manager or department head.
 - Step 3 If the matter is not satisfactorily resolved in Step 2, the Customer may refer the matter in writing to BPI's Board of Directors.
- b) BPI shall keep a record of all complaints, whether resolved or not, including the name of the complainant, the nature of the complaint, the date resolved or referred, and the result of the dispute resolution.

SECTION 2 DISTRIBUTION ACTIVITIES (GENERAL)

2.1 Connections

Under the terms of the *Distribution System Code*, BPI has the obligation to either connect or to make an offer to connect any Customer that lie in its service area.

The Customer or its representative shall consult with BPI concerning the availability of supply, the supply voltage, service location, metering, and any other details. These requirements are separate from and in addition to those of the ESA. BPI will confirm, in writing, the characteristics of the electric supply.

The Customer or its authorized representative shall apply for new or upgraded electric services and temporary power services in writing. The Customer is required to provide BPI with sufficient lead-time in order to ensure:

- a) the timely provision of supply to new and upgraded premises; or
- b) the availability of adequate capacity for additional loads to be connected in existing premises.

BPI shall make every reasonable effort to respond promptly to a Customer's request for Connection and shall comply with the 'Service Quality Requirements' in Section 7 of the *Distribution System Code*.

In addition to any other requirements in these Conditions of Service, the supply of electricity is conditional upon BPI being permitted and able to provide such a supply, obtaining the necessary apparatus and material, and constructing works to provide the service. Should BPI not be permitted or able to do so, it is under no responsibility to the Customer whatsoever, and the Customer releases BPI from any liability in respect thereto.

2.1.1 Building that Lies Along

For the purposes of these Conditions of Service, "lies along," means a Customer property or parcel of land that is directly adjacent to or abuts onto the public road allowance where BPI has distribution facilities of the appropriate voltage and capacity.

BPI has the obligation to connect (under Section 28 of the *Electricity Act, 1998*) a building or facility that "lies along" its distribution line when requested in writing by a person. BPI may refuse to connect according to [Section 2.1.4](#) of these Conditions of Service.

Standard BPI construction, to service its Customers, shall be based on a wood pole supported overhead distribution system.

The location of the Customers' service entrance equipment will be subject to the approval of BPI and the ESA.

2.1.1.1 Connection Charges – All Customers

BPI shall recover costs associated with the installation of connection assets above BPI's standard level of service as determined for each Customer class, through a variable connection charge based on time and materials cost.

Where applicable and at their own expense, Customers and/or Owners shall be responsible for the following requirements that are beyond BPI's standard level of service:

- a) any easements or property agreements as required by BPI;
- b) the cost of any fees, permits, inspections by BPI, or other permissions required to connect the service;
- c) the amount payable by the Customer to BPI if the Customer is being added to a single or three phase line extension previously constructed using contributed capital from another Customer, within the previous five (5) years;
- d) the cost of any work that BPI performs including labour and material if the Customer and/or Owner decides to rebuild its existing facilities and that affects/alters the connection to BPI lines; and
- e) the supply of tree and vegetation management on a Customer's and/or Owner's property. BPI will trim the Customer's and/or Owner's vegetation to enable access by BPI personnel to BPI owned assets and facilities.

The basic connection and related charges for each Customer class are described below.

2.1.1.2 Connection Charges – Residential Customers

BPI provides a basic connection at no additional charge to Residential Customers.

The basic connection for Residential Customers consists of:

- a) the supply and installation of overhead transformation for service entrances up to and including 400A single phase;

- b) the supply and installation of up to thirty (30) meters of overhead secondary conductor or an equivalent credit towards underground conductor; and
- c) an estimate for the new service;

Residential Customers may be subject to a variable connection charge to cover costs associated with the installation of connection assets above and beyond the basic connection. Subject to an economic evaluation in accordance with Appendix B of the *Distribution System Code*, the variable connection charge may include, but is not limited to:

- a) the cost of the supply and installation of BPI-supplied overhead and underground secondary wire, in excess of thirty (30) meters of overhead secondary conductor or an equivalent credit towards underground conductor;
- b) the incremental cost of the supply and installation of a padmount transformer, where an underground service is required;
- c) the cost of the supply and installation of all metering, poles, anchors, all conductor, hardware, and structures, as required; and
- d) the costs of all changes required to the existing distribution system.

BPI considers all new subdivisions and new town home projects to be Expansions in accordance with [Section 2.1.2](#) of these Conditions of Service. The cost of services shall be included in the total cost for economic evaluation purposes even though the secondary services to Residential Customers in these subdivisions and townhomes may be connected by BPI at a later date as and when required, and no additional charges for secondary servicing shall be collected from these individual Customers.

2.1.1.3 Connection Charges – General Service Customers

BPI provides an estimate for new General Service Customers, at no charge.

General Service Customers may be subject to a variable connection charge to cover costs associated with the installation of connection assets. Subject to an economic evaluation in accordance with Appendix B of the *Distribution System Code*, the variable connection charges may include, but are not limited to:

- a) the cost of the supply and installation of BPI-supplied overhead and underground primary and secondary wire, and terminations;

- b) the cost of supply and installation of transformation, switches, metering, poles, anchors, conductor, hardware, and structures etc. as required; and
- c) the costs of all changes required to the existing distribution system.

2.1.2 Expansions (Including Enhancements) / Offer to Connect

If an expansion to the BPI main distribution system is needed to connect a Customer, BPI may make an offer in accordance with the *Distribution System Code*, unless the Customer has been denied connection for the reasons specified in the [Section 2.1.4](#) below. For expansions involving more than one delivery point refer to [Section 3.1.7](#)

The amount that BPI charges a Customer, other than a Generator or Distributor, for the expansion will be calculated using the Discounted Cash Flow methodology prescribed in Appendix B of the *Distribution System Code*. Any amounts relating to work paid for directly by the Customer will not be included in the capital cost for the expansion.

The amount of the contribution shall be determined based on a 25 year revenue stream to BPI based on BPI's forecasted electrical loads connected within the expansion in the next 5 years, calculated from the energization date of the facilities. If the present value of the estimated future revenue is not sufficient to recover the expansion costs, the Customer will be required to pay a capital contribution. This capital contribution shall not exceed the Customer's share of the difference between the present value of the expansion cost and the present value of the projected revenue.

BPI may provide, at no charge to the Customer, one offer to connect based on the plans submitted by the Customer. If the Customer subsequently submits revised plans, BPI may provide, at the Customer's expense, a new offer based on the revised plans. The offer to connect shall be made as per Appendix-A of this Conditions of Service.

The design for the new subdivision and townhome expansion projects shall be carried out by the developer's consultant and shall be reviewed and approved by BPI. This design shall be based on BPI construction specifications for subdivisions and townhomes (available online at www.brantfordpower.com). All materials, installation and developer contractors shall be approved by BPI and all associated costs shall be included in the capital cost calculation for the work.

For all other expansion projects, BPI shall carry out the preliminary planning, design and engineering specifications in addition to constructing and connecting the expansion, and include the costs thereof in the capital cost calculation for the work.

In the event that un-forecasted Customers connect to the said expansion during the Customer connection horizon, the initial contributor shall then be entitled to a rebate from BPI as follows:

- a) For a period of up to five (5) years, the initial contributor shall be entitled to a rebate without interest, based on apportioned benefit for the remaining period.
- b) The apportioned benefit shall be determined by considering such factors as the relative load level and the relative line length (in proportion to the line length being shared by both parties).

2.1.3 Alternative Bids

A Customer requesting a connection has the choice of obtaining alternative bids to construct the expansion and connection assets if the work:

- a) requires a capital contribution from the Customer; and
- b) would not involve construction work on existing circuits.

If a Customer chooses to obtain the services of an alternative contractor to construct the assets that are eligible for the alternative bid, the Customer shall:

- a) assume full responsibility for engineering and construction of that aspect of the work;
- b) choose contractors that have been pre-qualified by BPI to perform such work;
- c) select, hire and pay the contractor;
- d) administer the contract, including acquisition of all required permissions, permits and easements;
- e) pay BPI to inspect the constructed assets and verify compliance with BPI's requirements;
- f) pay BPI any or all costs incurred by BPI to construct the expansion and connection assets; and
- g) provide final cost of plant constructed by the alternate contractor with details by asset class to the satisfaction of BPI.

2.1.4 Connection Denial

The *Distribution System Code* sets out the conditions under which BPI may deny connection. BPI is not obligated to connect a building within its service territory if the connection would result in any of the following:

- a) contravention of existing laws of Canada and/or the Province of Ontario;
- b) violations of conditions in the BPI Distribution License;
- c) use of a distribution system line for a purpose that it does not serve and that BPI does not intend it to serve;
- d) adverse effect on the reliability and safety of the distribution system;
- e) an unsafe condition that threatens life and limb;
- f) imposition of an unsafe work situation beyond normal risks inherent in the operation of the distribution system;
- g) a material decrease in the efficiency of the BPI distribution system;
- h) a material adverse effect on the quality of distribution systems received by an existing connection;
- i) discriminatory access to distribution services;
- j) potential increases in monetary amounts that already are in arrears with BPI;
- k) as determined by BPI to be technically or financially not feasible to provide such a connection; or
- l) any other conditions documented in BPI Conditions of Service document that are consistent with the conditions identified above and with the goals outlined in the *Energy Competition Act, 1998*.

BPI will notify the Customer of the denial of connection with reasons in writing. Remedies will be suggested to the Customer where BPI is able to do so. If BPI is unable to provide a remedy to resolve the issue, it is the responsibility of the Customer to do so before a connection can be made.

2.1.5 Inspections Before Connections

All Customer-owned electrical installations shall be inspected and approved for connection by the ESA. Where BPI will assume ownership of Customer installations, the said installation must be inspected and approved by BPI. BPI requires a valid and current notification from the ESA of its approval prior to the energization of a Customer's supply of electricity. Services that have been disconnected for a period of six months or longer must also be re-inspected and approved by the ESA prior to reconnection.

A valid ESA notification to reconnect may also be required if the service is disconnected for electrical work by the Customer or as a result of fire, tampering or some other safety concern as determined by BPI.

Temporary services, typically used for construction purposes, must be approved by the ESA for a period of twelve months and must be re-inspected should the period of use exceed twelve months.

Transformer rooms shall be inspected and approved by BPI prior to the installation of equipment. Provision for metering shall be inspected and approved by BPI prior to connection.

Where BPI has requested the Customer to perform specified work associated with the installation of connection assets on the Customer's premises, the Customer is required to obtain acceptance by BPI of said work as a prerequisite to connection to BPI's distribution system.

Before connecting to BPI's distribution system, BPI will exercise its obligation to inspect all electrical connections and provisions for metering to ensure that they satisfy all technical requirements.

BPI may at any time re-inspect any electrical connection or meter installation notwithstanding any previous inspection and acceptance of the installation.

Duct banks shall be inspected and approved by BPI prior to the pouring of concrete and again before backfilling.

2.1.6 Relocation of Plant

BPI will, where feasible, accommodate Customer and/or Owner requests to relocate BPI electrical plant. The Customer and/or Owner will be required to pay all of the costs incurred by the relocation. In response to a request for plant relocation, BPI will respond with an explanation of the feasibility or unfeasibility of the relocation, and an estimate of the cost. Feasibility considerations may include, but may not be limited to, technical considerations and availability of alternate locations.

Relocation of Customer and/or Owner owned plant and the cost associated is the Customer's and/or Owner's responsibility. The Customer and/or Owner will also be responsible to pay BPI all the costs for connecting the rebuilt plant to the BPI distribution system including labour and material.

Where a Customer has relocated equipment owned by BPI without BPI's consent, the Customer shall be responsible for the costs to remove and relocate such equipment.

2.1.7 Easements

The *Electricity Act, 1998* provides that all property that is subject to unregistered rights prior to April 1, 1999, will continue to be subject to the unregistered right until the right expires or until the holder of that right releases it.

To maintain the reliability, integrity and efficiency of the distribution system, and to supply its Customers, BPI has the right to install supply facilities on private property and requires appropriate easements, registered against title to the property.

Unless more specific requirements are set out elsewhere in these Conditions of Service, the Customer and/or Owner shall, at no cost to BPI, grant where required an easement to permit installation and maintenance of service. The width and extent of this easement shall be determined by BPI. The easement shall be granted prior to energization of the service.

Easements are required whenever BPI underground or overhead plant is to be located on private property, or crosses over the property of a third party to service a Customer other than the Owner of that property. A “Blanket” easement, in a standard format available from BPI is required for all new condominium / townhome properties where BPI will maintain its underground plant. Refer to Section 3.2.1 for more information.

The Customer and/or Owner will prepare, at its own cost, a reference plan and associated easement documents to the satisfaction of the BPI solicitor prior to its registration and registering of the easement plan. Details will be provided upon application for service. The Customer and/or Owner are responsible for registering the reference plan. BPI will register the easement document.

2.1.8 Contracts

2.1.8.1 *Standard Form of Contract*

Connection to the electrical distribution system will be provided upon completion of a signed Standard Form of Contract between the Customer and BPI and receipt of approval by the ESA.

Customers may be required to complete and sign the Standard Form of Contract to apply for the supply of an electrical energy connection. A Standard Contract for service shall be considered as being in force from the date it is signed by the Customer and BPI, and shall remain in force until terminated by either party.

2.1.8.2 *Implied Contract*

In all cases, notwithstanding the absence of a formal contract, the taking and using of distribution service from BPI by any person or persons constitutes the acceptance of the terms and conditions of all regulations, conditions and rates as established by BPI. Such acceptance and use of energy shall be deemed to be the acceptance of a binding contract with BPI, and the person so accepting shall be liable for payment for such energy and the contract shall be binding upon the person's heirs, administrators, executors, successors or assigns.

2.1.8.3 *Special Contracts*

Special contracts that are customized in accordance with the service requested by the Customer normally include, but are not necessarily limited to, the following examples:

- a) construction sites;
- b) mobile facilities;
- c) non-permanent structures;
- d) special occasions;
- e) generation;
- f) Retail Service Agreements;
- g) Embedded Distributor Agreements;
- h) Embedded Generator Agreements;
- i) Customer Connection Agreements; and
- j) Joint Use Agreements

2.2 Disconnection

BPI reserves the right to disconnect or to limit the supply of electrical energy to a Customer for any of the following reasons:

- a) failure to pay to BPI any amounts due and payable for the distribution of electricity or for supply of electricity under Section 29 of the *Electricity Act, 1998*;
- b) failure to pay any connection costs due and payable;
- c) non-payment of account security identified as a condition of service;
- d) contravention of the laws of Canada or the Province of Ontario;
- e) imposition of an unsafe worker situation beyond normal risks inherent in the operation of the distribution system;
- f) adverse effect on the reliability and safety of the distribution system;
- g) a material decrease in the efficiency of the distribution system;
- h) a material adverse effect on the quality of distribution services received by an existing connection;
- i) inability of BPI to perform meter reading, planned inspections, or maintenance;
- j) failure of the Customer to comply with a directive of BPI that BPI makes for the purpose of meeting its License obligations;
- k) failure of the Customer to comply with any requirements in these Conditions of Service or a term of any agreement made between the Customer and BPI including but not limited to a Connection Agreement;
- l) failure of the Customer to enter into a Connection Agreement required by these
 - a. Conditions of Service;
- m) in compliance with a court order;
- n) request by civil authorities, e.g. Police, Fire Department;
- o) by order of the ESA; or
- p) by order of the Independent Electricity System

Operator (IESO).

BPI requires bill payments to be made within sixteen (16) days after the bill is issued. A bill is deemed to have been issued to a Customer if sent by mail, on the third day after the date on which the bill was printed by the Distributor. An interest rate of 1.5% per month or 19.56% per annum is applied to all overdue amounts.

BPI shall provide reasonable notice of the proposed disconnection to the person who is responsible for the overdue amount by personal service, telephone or prepaid mail, or by posting the notice on the property in a conspicuous place. The disconnection notice also includes public safety notice(s), such as Fire Safety Notice of the Fire Marshall. The public safety notice(s) is again provided at the time of disconnection.

Disconnection does not relieve the Customer from the obligation to pay BPI any amounts payable by the Customer, including electricity arrears. The Customer will be responsible for minimum bills until such time as BPI removes the BPI facilities and equipment associated with the distribution of electricity to the Customer.

BPI may immediately interrupt a Customer without notice for emergency safety; or in order to inspect, maintain, repair, alter, remove, replace, or disconnect wires or other facilities used to distribute electricity or where there is energy diversion, a court order, fraud, or abuse on the part of the Customer.

Under no circumstances will BPI be liable for any damage resulting from, associated with, or related to the disconnection or the limitation of consumption of electricity.

In case fire or other casualty occurs in the Customer's and/or Owner's premises, the supply of electricity may be suspended until such time, as the wiring shall have been repaired and approved by the ESA.

2.3 Conveyance of Electricity

2.3.1 Limitations on the Guarantee of Supply

BPI agrees to use reasonable diligence in providing a regular and uninterrupted supply, but does not guarantee a constant supply or the maintenance of unvaried frequency or voltage, and will not be liable in damages to the Customer by reason of any failure.

Customers requiring a higher degree of security than that of normal supply as provided pursuant to these Conditions of Service are responsible to provide their own back-up or standby facilities and to pay all associated incremental costs.

Customers may require special protective equipment on their premises to minimize the effect of momentary power interruptions.

Customers requiring a three-phase supply should install protective apparatus to avoid damage to their equipment, which may be caused by the interruption of one phase, or non-simultaneous switching of phases of BPI supply.

It may be necessary to interrupt a Customer's supply to maintain or improve the BPI distribution system, or to provide new or upgraded services to other Customers. Whenever practical and cost-effective, as determined by BPI, arrangements suitable to the Customer and BPI will be made to minimize any inconvenience. Except in cases of extreme emergency involving danger to life and limb or impending severe equipment damage, or due to practical considerations, BPI will endeavor to provide the Customer with reasonable advance notice of power interruptions.

Where personal notification is impractical, BPI may issue a news release or radio bulletin to advise the general public of the outage.

BPI maintains a database of Customers where the supply of electricity is critical to a medical condition. Such Customers should contact BPI and provide notification including such information as name, address, telephone number, condition, needs, and possibly the main medical contact.

BPI will endeavor to provide priority to the critical care Customers and may attempt to contact such Customers in the event of a prolonged outage.

2.3.2 Power Quality

In response to a Customer power quality concern, where utilization of electric power affects the performance of electrical equipment, BPI or a designated contractor will perform investigative analysis to identify the underlying cause. Depending on the circumstances, this may include review of relevant power interruption data, trend analysis and/or use of diagnostic measurement tools.

Upon determination of the cause of a power quality concern, where it is deemed a system delivery issue, and where industry standards are not met, BPI will recommend and/or take appropriate mitigation measures. BPI will endeavor to control harmonics generated by its own system where these are found to be detrimental to the Customers. If BPI is unable to correct the problem due to the impact on other Customers, then it is not obligated to make corrections. BPI will use appropriate industry standards (such as IEC or IEEE standards) as a guideline. If the problem lies on the Customer side of the system, BPI may seek reimbursement for the time spent in investigating the problem.

If an undesirable system disturbance is being caused by Customer's equipment, the Customer will be required to cease operation of the equipment until satisfactory remedial action has been taken. If the Customer does not take such action within a reasonable time, BPI may disconnect the supply of power to the Customer, in accordance with [Section 2.2](#) of these Conditions of Service.

It is the responsibility of the Customer to provide protection from voltage variations and transient operations.

2.3.3 Electrical Disturbances

There are levels of voltage fluctuation and other disturbances, which can cause flickering lights and more serious difficulties for Customers connected to the BPI distribution system.

Customers must ensure that their equipment does not cause any disturbances such as harmonics and spikes that might interfere with the operation of adjacent Customer equipment. Examples of equipment that may cause disturbances include large motors, welders and variable speed drives.

In planning the installation of such equipment, the Customer must consult with BPI

Some types of electronic equipment such as video display terminals can be affected by close proximity of high electrical currents that may be present in transformer rooms.

BPI will assist in attempting to resolve any such difficulties at the Customer's expense.

Customers who may require an uninterrupted source of power supply or a supply completely free from fluctuation and disturbance must provide their own power conditioning equipment for these purposes.

2.3.4 Standard Voltage Offerings

BPI is able to provide the following voltages:

Primary

16,000/27,600V three phase, 4 wire

Secondary

120 / 240 V single phase, 3 wire

120 / 208 V three phase, 4 wire

347 / 600 V three phase, 4 wire

Although BPI can provide the above voltages, they are not always available from the portion of the distribution system that the building lies along. The Customer must check with BPI to find out whether or not a particular voltage is available at any particular site. It may be necessary to expand or enhance the distribution system in order to provide the requested voltage. If an expansion or enhancement is required, BPI may require that the Customer contribute a portion of the cost to do this work subject to economic evaluation.

2.3.5 Voltage Guidelines

BPI will endeavor to maintain the service voltage at the Customer's service entrance within the guidelines of C.S.A. Standard CAN3-C235 (latest edition). "Preferred Voltages for AC Systems, 0 - 50,000 Volts", which allows for variations from normal voltage.

Where voltages lie outside the CSA limits for normal operating conditions but within the CSA limits for extreme operating conditions, improvement or corrective action will be taken on a planned and programmed basis, but not necessarily on an emergency basis.

Where voltages lie outside the indicated limits for extreme operating conditions, improvement or corrective action will be taken on an emergency basis. The urgency for such action will depend on many factors such as the location and nature of load or circuit involved the extent to which limits are exceeded with respect to voltage levels and duration, etc.

BPI practices reasonable diligence in maintaining supply voltage levels, but is not responsible for variations in voltage from external forces such as operating contingencies, exceptionally high loads and low voltage supply from the transmitter. BPI shall not be liable for any delay or failure in the performance of any of its obligations under this Conditions of Service document due to any events or causes beyond the reasonable control of BPI, including, without limitation, items resulting from a force majeure event.

2.3.6 Back-up Generators (Including Wind/Solar Powered Units)

Customers with portable or permanently-connected emergency generation capability shall comply with all applicable criteria of the *Ontario Electrical Safety Code* and, in particular, shall ensure that Customer emergency generation does not back feed on BPI's system. There shall be proper interface protection between the Customer's electrical circuits and BPI's distribution system. Any Customer emergency back-up energy supply cannot be installed in a manner, which would adversely affect BPI's distribution system.

Customers with permanently connected emergency generation equipment shall notify BPI regarding the presence of such equipment. All applicable environmental requirements are the responsibility of the Customer. Customers should consult with BPI during the planning and prior to the installation of any back-up generation.

2.3.7 Metering - General Information

Requirements for space and access to metering equipment shall be in accordance with [Section 1.7.1](#). Liability for damage to metering equipment shall be in accordance with [Section 1.7.2](#). Further metering specifications are outlined in [Section 3](#).

On all new and existing general services, the electrical contractor installing metering equipment shall supply a single-line diagram detailing the proposed metering installation. The single-line diagram shall be submitted to BPI before any work is completed on the metering portion of the electrical installation. This is to allow BPI staff to review the installation and make comments.

2.3.7.1 General

When a disconnect device has been locked and tagged in the “OFF” position by BPI, under no circumstances shall anyone remove the lock and tag and energize it without first receiving approval from BPI.

Except for an IESO Market Participant, regardless of any charges for meter installations, all metering equipment shall remain the property of BPI and maintenance of this equipment shall be a BPI responsibility.

2.3.7.2 Supply of Meters

All Residential and General Service Customers below 50kW, where the measurement of demand is not required, shall be provided with a smart meter, in accordance with *Bill 21, Energy Conservation and Responsibility Act, 2006*.

All other General Service load Customers 50kW and above, where the measurement of demand is required, shall be provided with an interval meter. These General Service Customers are responsible for the installation and on-going cost of telecommunication protocol for interrogating the meter, as defined by BPI in our Metering Specifications. (The Metering Specifications are available at BPI website www.brantfordpower.com)

Residential and General Service Customers below 50kW requesting interval meters are responsible for:

- a) the difference in cost between the interval meter and the smart meter; and
- b) the installation and on-going cost of telecommunications protocol for interrogating the meter, as defined by BPI in our Metering Specifications.

The timing of any changes to, or upgrades to interval metering technology, for existing interval metered Customers, shall be at the discretion of BPI Metering and Settlement.

2.3.7.3 *Meter Reading*

BPI shall have free access to its meter for the purposes of obtaining readings as per [Section 1.7.1](#) of these Conditions of Service. Failure to provide access may prevent BPI from obtaining a reading of the meter on the Customer's and/or Owner's premises, in which case the Customer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading. This is notwithstanding BPI's right to disconnect or limit the supply of electrical energy to the said Customer as per [Section 2.2](#).

Customers requiring specialized metering arrangements such as totalizing or access to metering pulses for load management purposes should consult with BPI Metering and Settlement. The incremental cost of such arrangements shall be at the Customer's expense.

2.3.7.4 *Final Meter Reading*

When a service is no longer required, or if the Customer is switching energy providers, the Customer shall provide BPI with sufficient notice of the date so that a final meter reading can be obtained. The Customer shall provide access to BPI or its agents for this purpose.

If a final meter reading is not obtained, the Customer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading.

2.3.7.5 *Faulty Registration of Meters*

Metering electricity usage for the purpose of billing is governed by the *Federal Electricity and Gas Inspection Act* and associated regulations, under the jurisdiction of Measurement Canada. BPI revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity usage registration, BPI will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history. For all the energy supplied, the Customer shall pay a reasonable sum based on the reading of any meter formerly or

subsequently installed on the premises by BPI, with due regard being given to any change in the character of the installation and/or the demand.

If the incorrect measurement is due to reasons other than the accuracy of the meter, such as incorrect meter connection, incorrect connection of auxiliary metering equipment, or incorrect meter multiplier used in the bill calculation, the billing correction will apply for the duration of the error. BPI will correct the bills for that period in accordance with the regulations under the Act.

2.3.7.6 *Meter Dispute Testing*

Measurement Canada has jurisdiction, under the federal *Electricity and Gas Inspection Act*, in a dispute between BPI and its Customer where the condition or registration of a meter or metering installation is in question. BPI will inform Customers of the assistance provided by Measurement Canada in dispute investigations. Where a meter reading dispute is not resolved in favor of the Customer, BPI will charge the meter dispute charge approved by the OEB.

2.3.8 Transformation Capacity

The supply voltage governs the limit of transformation capacity that BPI will provide to the Customer. The capacities listed below are for each transformer location. BPI may, at its discretion, provide more than one transformer, if it approves additional delivery points as per [Section 3.1.7](#). BPI will be the sole judge in deciding the size, voltage and number of transformers that it will provide. The transformation capacities above and beyond those listed below are subject to BPI approval and the transformation for the same shall be owned, supplied, installed and maintained by the Customer as per [Section 3.3.5](#).

General guidelines for supply from overhead street circuits are as follows:

- a) 120 / 240 V single phase up to 100 kVA demand load;
- b) 120 / 208 V three-phase, four-wire up to 150 kVA demand load; and
- c) 347 / 600 V three-phase, four-wire up to 150 kVA demand load.

OR

Where the Customer is a developer of a new sub-division or town home site:

120/240V single phase up to 167kVA demand load;

OR

Where the Customer and/or Owner provides a transformer foundation on private property:

- a) 120 / 240 V single phase up to 167 kVA demand load; or
- b) 347 / 600 V three-phase, four-wire up to 1500 kVA demand load; or
- c) 120 / 208 V three-phase, four-wire up to 1000 kVA demand load.

OR

Where the Customer and/or Owner provides a transformer room on private property:

- a) fed from 27.6 / 16 kV primary at 120 / 208 V, three-phase four-wire secondary, up to 1000 kVA demand load (or 3 - 300 kVA single phase);
- b) fed from 27.6 / 16 kV primary at 347 / 600 V, three-phase four-wire secondary, up to 1500 kVA demand load (i.e., 3 - 500 kVA single phase).

In all cases where a Customer and/or Owner provides a transformer room on private property, the design of the facility shall be subject to approval by BPI Engineering and Construction. The Customer and/or Owner shall provide acceptable installation facilities to accommodate and protect transformers owned by BPI, including adequate provision for cooling to maintain transformers at normal operating temperatures. Detailed specifications are available from BPI Engineering and Construction. Alternative transformer arrangements may also be considered by BPI Engineering and Construction.

2.4 Tariffs and Charges

2.4.1 Service Connections

The OEB approves BPI's distribution rates and charges, which are published in the current "Schedule of Rates and Charges". These rates include, at a minimum, the monthly service charge for distribution services, the distribution volumetric charge, competitive and non-competitive electricity charges and specific service charges. The "Schedule of Rates and Charges" is included on a Rate Card sent to Customers in their utility bill annually, is posted on the website at www.brantfordpower.com, or is available from BPI upon request by a Customer.

Specific service charges for activities include:

- a) new account or change of occupancy set-up fee;
- b) returned cheque (plus any applicable bank charges);
- c) collection of account charges where service is not disconnected;
- d) disconnection and reconnection of service because of non-payment of account both during and after normal business hours;
- e) installation of load control devices during normal business hours;
- f) installation and removal of Temporary Service not requiring a transformer. (For more information regarding Temporary Services, please refer to Section 3.8 of these Conditions of Service);
- g) credit reference and credit check fees including any third-party costs;
- h) pole attachment fees;
- i) late penalty fees; and
- j) other rates and charges approved by the OEB.

In addition to the charges discussed above, BPI also charges on a time and materials basis for activities that are outside of its standard level of service as described in these Conditions of Service. Activities subject to such time and materials based charges include, but are not limited to the following:

- a) installations of primary and secondary services outside of normal business hours and at the request of the Customer;
- b) reconnections of service not related to collection activities outside of normal business hours and at the request of the Customer;
- c) trouble calls outside of normal business hours and at the request of the Customer;
- d) temporary service installation and removal where a transformer is required;
- e) damage to equipment owned by BPI while in the care and custody of the Customer;
- f) damage to equipment owned by BPI due to Customer neglect or action; for example, pole or transformer hits;

- g) connection costs beyond BPI's standard level of services as defined in Section 2.1 of these Conditions of Service;
- h) assistance from BPI to resolve electrical disturbances;
- i) specialized metering arrangements;
- j) interval metering equipment beyond BPI's standard level of service;
- k) interval metering communications requirements;
- l) relocations of BPI equipment like poles at the request of the Customers;
- m) relocations of BPI equipment where services were not located in consultation with BPI or were removed without BPI's consent;
- n) ancillary services including, as examples, isolate and grounds, house moves, lifting lines and pole holding.

2.4.2 Energy Supply

BPI will provide Standard Supply Service (SSS). Standard Supply Service is the electricity that the Customer will automatically be provided with if he or she chooses NOT to sign with an electricity Retailer.

2.4.3 Deposits

All new Customer accounts that do not fall into the residential service classification will be reviewed to determine whether a security billing deposit is required. Sufficient identification is also required when applying for service.

As Customers switch to competitive Retailers, and depending on the billing options, the amount of exposure for BPI will vary and, therefore, the security deposit amount may be adjusted to reflect the new level of exposure.

If a satisfactory payment record cannot be maintained, a cash deposit will be required.

The following policy shall apply for each billing option:

a) **Retailer-Consolidated Billing**

Under this option, BPI will not issue a bill to a Customer. The Retailer is responsible for issuing the bill to the Customer, and for Customer non-payment risk. BPI would not require a security deposit from the Customer.

If the Customer Service department is in possession of a Customer's deposit at the time of a switch to Retailer-consolidated billing, the deposit shall be applied to the final bill, and any excess returned to the Customer.

b) Distributor-Consolidated Billing

Under this option, BPI will issue a bill to the Customer. BPI is responsible for Customer non-payment risk.

BPI may impose an amount of security deposit, depending upon an assessment of the Customer's likely risk of non-payment as per the Security Deposit Requirements in [Section 2.4.4](#).

c) Split Billing

Under this option, BPI and a Retailer shall each be responsible for Customer non-payment risk for the bills that each issues to the Customer. If a Customer already has a deposit with BPI, a portion of the deposit amount that reflects the non-payment risk associated with the new billing option will be retained. Any excess deposit amount will be returned to the Customer. For Customers making new application for service, BPI may impose an amount of security deposit, depending upon an assessment of the Customer's likely risk of non-payment as per the Security Deposit Requirements in [Section 2.4.4](#).

d) Standard Supply Service

Under this option, BPI will continue to issue a bill to the Customer and will be responsible for Customer non-payment risk. BPI may impose an amount of security deposit depending upon our assessment of the Customer's likely risk of non-payment as per the Security Deposit Requirements in [Section 2.4.4](#).

2.4.4 Security Deposit Requirements

2.4.4.1 Residential Customers

Residential Customers, meaning those customers which meet the criteria for the residential service classification per BPI's Tariff of Rates and Charges, as approved by the OEB, will not be required to pay a security deposit. BPI reserves the right to amend these Conditions of Service to require a security deposit for its residential class customers, under the circumstances and within the limitations permitted in the Distribution System Code. If BPI selects to do this, BPI will propose to update its Conditions of Service and consult with its customers as required under section 1.4.

2.4.4.2 *General Service Customers - Owners & Tenants*

General Service Customers will be required to pay a security deposit equal to an average billing at the address being serviced times the billing factor of 2.5, as estimated by BPI. If the Customer has a payment history which discloses more than one disconnection notice in a relevant 12 month period, BPI may use that Customer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past 2 years. If the Customer is enrolled in the Automatic Payment Plan, the required deposit will be equal to an average billing times a billing factor of 2.0.

Payment of the security deposit shall be in the form of cash, cheque or an automatically renewing, irrevocable Letter of Credit from a bank.

For new services where no usage history is available, an estimated usage and/or projected demand will be used to determine the deposit amount.

Satisfactory Payment Record for General Service Customers is defined as:

The Customer has had no more than one (1) NSF cheque or no more than one (1) pre-authorized payment returned NSF or no more than one (1) disconnect/collect trip has occurred or no more than one (1) disconnection notice has been received over the last five (5) years of service, for General Service Customers in a < 50 kW demand rate class or seven (7) years in the case of a General Service Customer in any other rate class.

The time period that makes up the good payment history must be the most recent period of time and some of the time period must have occurred in the previous twenty-four (24) months.

Credit Rating	Allowable Reduction in Security Deposit
AAA- and above or equivalent	100%
AA-, AA, AA+ or equivalent	95%
A-, From A, A+ to below AA or equivalent	85%
BBB-, From BBB, BBB+ to below A or equivalent	75%
Below BBB- or equivalent	0%

A deposit will be waived or reduced subject to:

- a) satisfactory payment record for General Service accounts at BPI;
- b) proof of satisfactory payment record for General Service accounts as defined above with another Distributor or Gas Distributor;
- c) a credit check satisfactory to the utility. Where a General Service Customer in any rate class other than a <50 kW demand rate class, has a credit rating from a recognized credit rating agency, the maximum amount of a security deposit which the Distributor may require the non-Residential Customer to pay shall be reduced in accordance with the following table. The cost of such a credit check, as revised from time to time, shall be billed to the Customer.

The form of payment of a security deposit for General Service Customers shall be cash, cheque or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, 1991, c.46.

Existing General Service Customers are required to maintain their deposits.

Security deposits may be adjusted, based on actual billing history, after twelve consecutive months.

Federal, Provincial or Municipal government operations will be exempt from deposit requirements.

Deposits will be returned upon:

- a) a Customer switching to Retailer-Consolidated Billing;

OR

- b) five (5) years of good payment history for a General Service Customer in a <50 KW demand rate class or seven (7) years of good payment history of a General Service Customer in any other rate class. For Customers that are in > 5000 kW demand rate class, only 50% of the security deposit held by the Distributor will be returned;

OR

- c) termination of services.

Interest on cash deposits will be credited to the Customer's account monthly. The interest paid will be at a rate equal to the utility's bank prime rate, minus two (2) percent, updated quarterly.

Payment of the deposit may be made in equal installments over a four (4) month period.

Failure to meet any condition in this policy will result in service disconnection until the condition is met to the satisfaction of BPI.

Where BPI carries out work that is chargeable to the Customer, the Customer will be required to furnish a suitable deposit before BPI commences the work.

2.4.5 Billing

BPI may, at its option, render bills to its Customers on either a weekly, monthly, bi-monthly, quarterly or annual basis. Bills for the use of electrical energy may be based on either a metered rate or a flat rate, as determined by BPI.

BPI has the ability to accommodate:

- a) Retailer-Consolidated Billing, in which the Distributor will bill the designated Retailer for all competitive and non-competitive electricity costs incurred on behalf of the Customer;
- b) Distributor-Consolidated Billing, in which the Distributor will issue a bill to the Customer that includes the full cost of delivered electricity, with the portion of the bill attributable to competitive electricity costs based on the contract terms between the Customer and the Retailer, or at spot market prices for Standard Supply Service; and
- c) Split Billing, in which the Distributor shall issue one bill to the Customer that

covers all non-competitive electricity costs, less any administrative costs paid by the Retailer. The Customer's Retailer is responsible for issuing the bill that covers the cost of competitive electricity services based on the price and other contractual terms agreed to by the Customer and the Retailer. Billing errors will be addressed in the following manner:

2.4.5.1 Billing Errors

Billing errors will be dealt with in the following manner, where Measurement Canada has not become involved:

Where BPI has over billed a Customer or Retailer by an amount that is equal or exceeds the Customer's or retailer's average monthly billing amount, BPI will within 10 days of determination of error, notify the Customer or retailer of the over billing and advise that the Customer or retailer may elect to have the full amount credited to their account or repaid in full by cheque, within 11 days of requesting payment by cheque. Where the Customer or retailer has not requested payment by cheque within 10 days of notification of the error, BPI may credit the full amount to the account.

Where BPI has over-billed a Customer or retailer by an amount that is less than the Customer's or retailer's average monthly billing amount, BPI shall credit the account in the next regularly scheduled bill issued to the Customer

If there are outstanding arrears on the Customer's or retailer's account, BPI may apply the over-billed amount as a credit or repay the remaining balance.

Where BPI has under-billed a Customer who is not responsible for the error, BPI shall allow the Customer to pay the under-billed amount in equal installments over a period at least equal to the duration of the billing error, up to a maximum of 2 years.

Where BPI has under-billed a Customer who is responsible for the error, whether by way of tampering, willful damage, unauthorized energy user or other unlawful actions, BPI may require payment of the full under-billed amount by means of a corresponding charge on the next regularly scheduled bill. Where disconnection has occurred, BPI may require payment of such bill prior to reconnection

Where BPI has under-billed a Customer or Retailer, the maximum period of under billing for which the distributor is entitled to be paid, is 2 years. Where the distributor has over-billed the Customer or retailer, the maximum period of over-billing for which the Customer or retailer is entitled to be repaid is 2 years.

BPI may charge interest on under-billed amounts only where the Customer or

retailer was responsible for the error, whether by way of tampering, willful damage, and unauthorized energy use or other unlawful actions. Such interest shall be equal to the prime rate charged by the distributor's bank.

Where BPI has over billed a Customer or retailer and the billing error is not the result of a BPI standard documented billing practices, BPI shall pay interest on the amount credited or repaid to the Customer or Retailer equal to the prime rate charged by BPI's bank.

These provisions relating to billing errors do not apply if BPI issues a corrected bill within 16 days of the issue date of the original erroneous bill.

2.4.6 Payments and Late Payment Charges

Bills are rendered for electrical energy used by the Customer. Bills are payable in full by the due date. Otherwise, a late payment interest charge will be applied to all overdue accounts.

For Residential accounts, payment can be made by cash, cheque, Interac debit card or Visa / Mastercard. An Automatic Payment Plan is also available.

Payments can be made at any chartered bank and most trust companies, by phone or via Internet, or in person at Customer Services, 220 Colborne Street, Brantford.

An Equal Payment Plan for Residential Standard Supply Accounts is available as follows:

- a) the Equal Payment Plan is based on a 12-month period, beginning when the Customer signs up for the plan;
- b) participation in the Pre-Authorized Payment Plan is a requirement of the Equal Payment Plan;
- c) an equal amount is withdrawn from the Customer's bank account each month;
- d) equal billing variances are reviewed quarterly or semi-quarterly, and equal monthly payment amounts are adjusted in the event of material changes in a Customer's electricity consumption or electricity charges.

The Customer's account is reconciled annually, and where the annual reconciliation demonstrates that funds are owing to the Customer in an amount that is less than the Customer's average monthly billing amount, the Distributor shall credit the amount to the Customer's account. Where the annual reconciliation shows that the funds are owing to the Customer in an amount that is equal to or exceeds the Customer's

account the Customer will be advised that they may contact BPI within 10 days of the date of the bill to request refund of the overpayment by cheque, and BPI shall make the payment within 11 days of the Customer's request.

Where the annual reconciliation demonstrates that funds are owed by the Customer of an amount that is less than the Customer's average monthly amount, BPI may collect the full amount owed by a corresponding charge on the bill issued to the Customer in the 12th month of the equal monthly payment plan. Where the annual reconciliation demonstrates that the funds are owed by the Customer of an amount that is equal to or greater than the Customer's average monthly bill, BPI will roll over the balance due to the following year's equal monthly payment plan and recover the balance over the first 11 months of the following year's equal payment plan.

Outstanding bills are subject to the collection process, and may ultimately lead to the service being disconnected. Service will be restored once satisfactory payment has been made. Discontinuance of service does not relieve the Customer of the liability for arrears and continuing fixed charges.

BPI shall not be liable for any damage on the Customer's premises resulting from such discontinuance of service. A reconnection charge will apply where the service has been disconnected

The Customer will be required to pay additional charges for the processing of returned items. Customers will pay special charges and deposits, on request, as outlined in the *Retail Settlement Code*.

2.4.7 Damaged Electrical Equipment

Customers and/or Owners will be required to pay the cost of repair or replacement of BPI equipment, which has been damaged through the Customer's and/or Owner's action, neglect or any other reason.

2.4.8 Relocation of Plant and Equipment

The cost associated with the relocation of BPI or Customer and/or Owner owned plant and equipment shall be as per [Section 2.1.6](#)

2.5 Customer Information

Customer information is collected subject to privacy regulations. Customers and authorized agents of Customers (Retailers) have the right to access current and historical usage information and data.

Customer information is collected for the sole purpose of providing electricity distribution services and all related activities.

Upon written authorization of the Customer, Customers or their authorized agents have the right to access current and historical usage information as specified in the *Retail Settlement Code* (Sections 11.2 and 11.3).

Upon written authorization of the Customer, BPI will release information as specified in the *Retail Settlement Code* (Section 11.1) to an electricity Retailer.

BPI will not release information pertaining to a Customer without the written consent of the Customer except where such information is required to be disclosed:

- a) for billing or market operation purposes;
- b) for law enforcement purposes;
- c) for the purposes of complying with a legal requirement; or
- d) for the purpose of past-due accounts of the Customer which have been passed to a debt-collection agency.

SECTION 3 CUSTOMER SPECIFIC

3.1 General

The following general conditions apply to service conditions for **all** classes of Customer:

3.1.1 Early Consultation

Well in advance of installation commencement, the Customer shall make a request for electrical service. Such request must provide adequate lead-time to permit acquisition of major materials. This shall apply for the installation of a new service, upgrade of an existing service or addition of electrical loads not included in the initial load calculation. At the time the request is made, the Customer shall submit the following on a BPI Service Request Form:

- a) address (complete municipal address);
- b) name, address, telephone number, fax number and e-mail address of the Customer;
- c) name, address, telephone number, fax number and e-mail address of the person to contact regarding technical aspects of the service;
- d) required in-service date;
- e) service entrance capacity including load calculations and voltage rating of the service entrance equipment;
- f) survey plan and site plan, to be attached, indicating the proposed location of the service entrance equipment with respect to public rights-of-way and lot lines;
- g) all information required to set up a billing account; and
- h) any additional information, calculations or plans requested by BPI to evaluate the request.

The Customer or BPI may request a site meeting to review the service requirements. If special equipment is required, or equipment delivery problems occur, then longer lead times may be necessary. The Customer will be notified of any extended lead times.

In consultation with the Customer, BPI will make the final determination of where the service will connect to the BPI distribution system, the route that the service will take, and the location of the service entrance at the building.

3.1.2 Demarcation Point

The operational demarcation point means the physical location at which a Distributor's responsibility for operational control of distribution equipment including connection assets ends at the Customer.

The ownership demarcation point means the physical location at which a Distributor's ownership of distribution equipment including connection assets ends at the Customer.

Specific interpretations of these points are provided as required for different service areas and Customer classifications in the Conditions of Service. Any deviation from these points, at a Customer's site shall be at the sole discretion of BPI and shall be confirmed by the Customer, when required.

3.1.3 Service Identification

Proper identification is required to ensure accurate billing for each service in a multi-unit building. This identification is relied upon not only by BPI, but is also essential for the safety of electrical contractors and fire fighters.

- a) BPI requires that permanent identification be supplied, installed and maintained for each building or unit where an electrical service exists in accordance with applicable municipal bylaws.
- b) For single service properties, the civic address must be permanently mounted and clearly visible from the street as long as there is an electrical service connected to that property.
- c) When a building has more than one meter, BPI requires that each main disconnect, meter cabinet (or base) and the distribution panel in each unit be permanently marked with a unit number, and the number be affixed to the front entrance of that unit.
- d) BPI must be informed before unit numbers are posted or changed to ensure that they match the billing records.

3.1.4 Metering - General

General metering criteria are described in [Section 2.3.7](#). All new meter installations shall conform to BPI Metering & Settlement's Metering Specification. Details are available from BPI Metering & Settlement.

3.1.5 Multi-occupancy Metering and Billing

New condominium buildings shall be either individually unit metered or bulk metered. BPI may supply, install and maintain such metering facilities, subject to contractual agreements with the Customer.

BPI may supply, install and maintain individual meters in existing bulk metered, multiple occupancy condominium buildings upon request from the Customer as per the provisions of Section 5 of the *Distribution System Code*.

Other, new multi-occupancy buildings or existing bulk-metered multi-occupancy buildings that require individual metering shall be individually metered and billed. BPI shall supply, install and maintain such metering facilities, subject to contractual agreements with the Customer.

The meter installation for new multiple occupancy buildings shall satisfy the following requirements:

- a) Meters shall be installed in a central service room that has direct outside access or common access to all metered building structures.
- b) A service room shall be separated from the remainder of the building by an approved fire separation.
- c) An acceptable key deposit box shall be installed outside the access door to the central service room.
- d) Any splitter trough cover shall be hinged to open downward and equipped with provision for padlock and seal.
- e) A full-sized neutral supply conductor shall be extended from any splitter trough to each meter socket.
- f) The conductors to each meter shall be provided with a separate sub-service box.
- g) Sub-service boxes shall be identified with an approved address or unit number and the same number shall identify the service panel inside the unit.

3.1.6 Inspections

Inspection criteria are as described in [Section 2.1.5](#) and should be reviewed by the Customer prior to the commencement of any new service installations or alterations to existing supplies.

3.1.7 Additional Delivery Points

BPI will normally supply one delivery point per property. Where BPI determines it is not technically or financially feasible to have only one delivery point, BPI may, at its sole discretion, supply additional delivery points on the same property. Under no circumstances shall such delivery points be electrically connected, at the secondary or primary voltage, within the Customer's and/or Owner's property. Each delivery point shall be administered and metered as a separate Customer and billed at the appropriate rate classification.

The following guidelines are applicable if BPI determines, at its sole discretion, that additional delivery points are acceptable:

If additional delivery points are approved by BPI for an existing Customer, the existing service shall be considered as the 'first' delivery point. If additional service(s) are approved by BPI for a new Customer, then BPI may assign any one of these services as the first delivery point. Supply of transformation for each delivery point shall be as per [Section 2.3.8](#). There shall be only one service to a building. No additional services are permitted unless approved by ESA and BPI.

A separate connection for a Distributed Generator may be allowed on the same property that has an existing delivery point for a load Customer. Refer to Section 3.4 for information on Distributed Generators.

3.1.7.1 *Secondary Service*

The cost of additional delivery points, including all additional lines and equipment, shall be at the Customer's cost.

3.1.7.2 *Primary Service*

- a) If BPI approves additional delivery point(s) for new or existing Customers and their total sanctioned load is less than or equal to 1500kVA, BPI shall perform an economic evaluation for the first delivery point based on the cost of actual installation including transformation, for that delivery point considering the total load of the property. All additional delivery points, including lines, equipment and transformation, shall be at the Customer's cost. BPI shall credit such a Customer with the incremental cost of the transformation required for a single delivery point.

- b) If BPI approves additional delivery point(s) for new or existing Customers and their total sanctioned load is greater than 1500kVA, the Customer shall be responsible for all costs associated with additional delivery point(s), including additional lines, equipment and transformation(s). No credit is available for such a Customer.
- c) If the Customer requires a backup delivery point that would not normally supply load except in emergency conditions, the Customer shall be responsible for all costs associated with this additional delivery point. BPI will also require the Customer to pay a monthly “standby charge”, for the capacity available, at rates that are subject to OEB approval.

3.1.8 Underground Conductors

To accommodate BPI's underground conductors at the Customer's and/or Owner's premises, the Customer and/or Owner shall provide acceptable installation in accordance with BPI standards unless otherwise approved by BPI.

Where required by BPI, high and low voltage underground conductors shall be provided with mechanical protection in the form of PVC DB2 ducts and couplings that, except where specified otherwise, shall be in accordance with BPI's construction specifications available from BPI Engineering and Construction and on their website www.brantfordpower.com.

3.1.9 Overhead Conductors

To accommodate BPI's primary or secondary overhead conductors at the Customer's and/or Owner's premises, the Customer and/or Owner shall provide acceptable installation facilities, as designated by BPI.

Overhead primary conductors shall be provided with an acceptable means of attachment and support as specified by BPI and be located within 30m of the point of entry onto the Customer's and/or Owner's property.

Overhead secondary conductors shall be provided with an acceptable means of attachment and support as specified in the *Ontario Electrical Safety Code* and be located:

- a) within thirty (30) m of the Point of Entry onto the property;
- b) as close as practicable to a point one (1) m, but not greater than three (3) m, from the front corner of the building nearest to BPI's distribution line; or

- c) adjacent to the Customer's service conductors.

Notwithstanding the previous clause, the span from the point where BPI's overhead conductors are attached to a mobile industrial, commercial, or similar structure, to the nearest pole of BPI shall not be longer than ten (10) m.

3.1.10 Service within Brantford Downtown and Designated Underground

Areas other than Subdivisions and Townhomes

Other than subdivisions and townhomes, BPI shall maintain underground facilities in certain areas within the City of Brantford and these are designated as 'Underground Areas' (Contact BPI Engineering & Construction for specific confirmation):

- a) The designated Brantford downtown area, which is generally the area bounded by Nelson Street, West Street, Brant Avenue, Colborne Street East and Clarence Street. All electrical facilities are underground or in padmount enclosures.
- b) Areas where the main runs are underground or in padmount enclosures, the secondary services are left overhead and are placed underground when the service is renewed or upgraded. This is generally the area on Colborne Street West between Lorne Bridge and Sherwood Drive, on Colborne Street and Dalhousie Street between Clarence Street and Stanley Street and on Brant Avenue between Colborne Street and St. Paul Avenue.
- c) Areas where the overhead lines are constructed on concrete poles and all secondary lines, which cross the street, are underground.

Economic evaluation in these areas may consider all loads serviced from the transformer based on the estimated load as determined by BPI.

Servicing requirements shall be as appropriate for the Customer's rate classification. However, in addition to these requirements, within these Conditions of Service, BPI has the following specific distribution system requirements that shall be satisfied, within the above-designated underground areas:

3.1.10.1 Secondary Services

- a) The ownership demarcation point for new or upgraded underground secondary services shall be the Customer's disconnect switch, dip pole or meter.

- b) Secondary services supplied from the existing downtown electrical system, shall be provided at 120/208V only. All other secondary voltages will be at the sole discretion of BPI.
- c) 400 A is the maximum secondary service size to be supplied from the existing 120/208V downtown electrical system.
- d) BPI will attempt to accommodate supplies from existing transformation, where available.
- e) If the existing transformation capacity is not sufficient and regardless of the size or voltage of the service, where BPI determines that additional transformation is required, the Customer and/or Owner shall provide suitable space for a padmounted transformer or space within a Customer's and/or Owner's electrical vault. Where transformation capacity is installed on the Customer's and/or Owner's property, BPI will require a registered easement in accordance with [Section 2.1.7](#). All details of BPI plant located on private property shall be subject to the approval of BPI Engineering & Construction.
- f) BPI may install its service cable(s) and terminate at the Customer's disconnect switch or meter inside a building. This device must be located as per *Ontario Electrical Safety Code* requirements but shall not be located more than 2m from BPI service entrance at the building.
- g) BPI shall be responsible for the maintenance of BPI-owned service cables as per [Section 3.2.2](#). The Customer and/or Owner shall design, construct and remain responsible for all civil works on private property and shall take steps to prevent water ingress. The Customer and/or Owner shall indemnify and save harmless BPI from any claim arising from the installation including but not limited to water ingress.
- h) The Customer and/or Owner shall be responsible for the supply, installation and maintenance of all cable ducts and associated civil works from the property line up to the termination point. Customer and/or Owner installations shall match BPI's service ducts at the property line and shall be approved by ESA and conform to BPI requirements.

3.1.10.2 Primary Services

- a) All services greater than 400A shall be primary services and supplied as per [Section 3.3.4](#) or [Section 3.3.5](#) of these Conditions of Service.

- b) Where required, primary service Customers and/or Owners shall provide a suitable space or room and a registered easement, to BPI, as per [Section 2.1.7](#) for a transformer.

3.2 Residential Service Customers Information -- General

This Section applies to supply of electrical energy to Residential Customers where such energy is used exclusively in separately metered living accommodation. Customers shall be residing in single-dwelling units that consist of a detached house or one unit of a semi-detached, duplex, triplex, or quadruplex house, with a Residential zoning. Separately metered dwellings within a town house, residential condominium complex, or apartment building also qualify as Residential Customers.

There shall be only one service to a building except for semi-detached buildings and buildings of connected townhouse units. For town house and semi-detached buildings with required fire separation(s), there may be more than one service.

Residential services will include all services up to and including 400 A, 120 / 240 Volt single-phase 3-wire. For Residential service in the designated Brantford underground areas and downtown Area, refer to [Section 3.1.10](#) above. Residential Customers requiring service in excess of 400A or any other voltage shall consult with BPI Engineering & Construction.

Where existing revenue metering is located inside a residence, the Owner will relocate it to the exterior of the building at the time of upgrading.

Unless otherwise indicated, as noted below in Section 3.2.1, the Customer/Owner shall own all structures on private property. The Customer/Owner shall be responsible for the installation and/or maintenance of all civil works and structures including but not limited to cable ducts, foundations, transformer vaults and electrical room.

BPI will supply and install the basic connection and there may also be a variable connection charge as indicated in [Section 2.1.1.2](#).

3.2.1 Condominium / Townhome Developments

3.2.1.1 *New Developments*

In all new condominium and townhome developments and new privately owned Multi-unit rental properties, other than Multi-story apartment style buildings, BPI shall own underground primary and secondary cables (up to the Customer meter bases), transformers and associated cable ducts and transformer vaults located on private property. As per Section 2.1.7, the Owner / Developer shall provide a blanket easement on their property to allow BPI uninterrupted access to its plant. The service to the

property shall not be energized until this easement is registered and copy of the same submitted to BPI Engineering and Construction.

BPI owned electrical plant and the associated civil structures described above, may be installed by the Developer/Owner and shall be subject to economic evaluation for the recovery of costs as per the Capital Contribution Model prescribed by OEB in the *Distribution System Code*.

3.2.1.2 *Existing Developments*

3.2.1.2.1 Developments after January 01, 2008

In existing such developments, where BPI has already assumed the ownership of primary and secondary cables and transformers, BPI may also assume ownership of the associated underground cable ducts and transformer vaults, at no cost to BPI, and the responsibility of their maintenance and any associated future upgrade, as required, subject to agreement with the property Owners and/or Condominium Corporation

A blanket easement shall be required, as per Section 2.1.7, to allow BPI access to its facilities on the property for the purpose of maintaining and/or upgrading its assets, as required. In the absence of such an easement, the above ownership transfer agreements shall include BPI's right to access these properties for the purpose of installing, upgrading, inspecting and maintaining the electrical and civil plant. In instances where BPI is not prepared to assume ownership, the Owner shall be advised of BPI's reason for this decision.

3.2.1.2.2 Developments prior to January 01, 2008

Service arrangements and agreements for some existing developments may not be in accordance with these Conditions of Service. The Ownership and operational demarcation points may not be as indicated below in Section 3.2.2 and existing Customers and/or Owners may be owning and contractually responsible for the maintenance of secondary services and primary cabling and all the civil structures. In such cases BPI may be prepared to take over ownership of these electrical facilities (up to the Customer meter base) and the associated civil structures, at no cost to BPI and assume responsibilities for maintenance subject to agreement with the property Owners and/or the Condominium Corporation.

The above ownership transfer agreements shall include BPI's right to access these properties for the purpose of installing, upgrading, inspecting and maintaining its electrical and civil plant. In instances where BPI is not prepared to assume ownership, the Owner shall be advised of BPI's reasons for this decision.

3.2.2 Secondary Services

3.2.2.1 Overhead Distribution Area

Where BPI specifies that the building is in an overhead distribution area, the following shall apply:

- a) The ownership and operational demarcation point shall be located at the Customer's conductors emerging from the service head or mast or the first pole located at the edge of and on the Customer's and/or Owner's property, if such a pole exists.
- b) If an extended pole line, including service wires or other attachments are required on the Customer's and/or Owner's property, these shall be erected and maintained by the Customer and/or Owner. This pole line shall be in accordance with the *Ontario Electrical Safety Code*. BPI must be contacted to confirm requirements such as location and/or guying.
- c) At the Customer's request and where practical, secondary services 400A and less may be installed underground to BPI's overhead distribution system. In this case the Customer, at his own expense, shall be responsible for the installation of the entire service from the service entrance at the building to BPI's distribution pole. BPI will provide to the Customer an equivalent credit for the cost of up to 30m of overhead secondary conductor. If there is no pole on the same side of the street as the building, then BPI may install an overhead service to a BPI pole on the street right-of-way subject to availability of space, or to a Customer installed pole on private property. The Customer installation shall be subject to approval by ESA and ownership and maintenance responsibility of these installations shall remain with the Customer.

3.2.2.2 Underground Distribution Area

For condominium/townhome developments and similar such privately owned properties, refer to Section 3.2.1 above. For all other buildings specified by BPI to be located in an underground distribution area, the following shall apply:

- a) The Ownership and Operational Demarcation Point shall be at the line side of the Customer's meter base.

- b) The Customer and/or Owner shall be responsible for trenching and backfilling on private property to BPI specifications. BPI shall install the secondary cables up to the demarcation point. For new subdivisions and townhouses connected after the effective date of these Conditions of Service, the secondary service shall be supplied and installed by BPI as per [Section 2.1.1.3](#). All other Residential Customers such as existing in-fills or severances shall be responsible for the cost of the supply and installation of BPI-supplied underground secondary wire and will receive an equivalent credit for up to thirty (30) m. of overhead conductor towards that cost.
- c) BPI shall be responsible only for the electrical repair of all BPI-owned service cables. In the event that structures, pavement or landscaping make the cable inaccessible for repair, the Customer and/or Owner shall be responsible for excavation and reinstatement. In the event that damage or a fault caused by the Customer or third party, the costs of repair will be charged to the party responsible.
- d) BPI will provide basic reinstatement following any BPI excavations. All civil repairs and restoration beyond basic reinstatement shall be the responsibility of the Customer and/or Owner including but not limited to, structures, paving, concrete, interlocking bricks, vegetation, sprinklers and landscaping.
- e) BPI reserves the right to install temporary “jumper” cables from either a Customer’s or a neighboring Customer’s service in the event of a fault on a Customer’s underground service. BPI will make connections on the line side of the meter not affecting consumption charge.

3.2.3 Primary Services

Primary services are not normally supplied for this Customer classification; however a service to a Residential building that requires a primary service will be treated the same as general service in [Section 3.3.4](#) or [Section 3.3.5](#) of these Conditions of Service.

3.2.4 Residential Metering

To accommodate BPI’s meter installation, the Customer and/or Owner shall make provision as follows:

- a) Where the rating of a Customer's main disconnecting device does not exceed 200 A the Customer and/or Owner shall provide a 120/240 V, 200 A, 1-phase 4-jaw outdoor meter socket connected on the supply side of the main disconnecting device. For overhead services only, a 120/240V, 100A 1-phase 4-jaw outdoor meter socket may be considered for services up to 100A.
- b) Where the rating of a Customer's main disconnecting device is greater than 200A but does not exceed 400 A the Customer and/or Owner shall provide an outdoor combination meter socket and metering transformer enclosure connected on the supply side of the main disconnecting device and equipped with:
 - i. 120/240 V, 20 A - 5-jaw meter socket with automatic circuit-closing device; and
 - ii. 400A revenue-metering current transformer.
- c) The meter installation shall be in a location that is:
 - i. as close as practicable to a point 1 m, but not greater than 3 m, from the front corner of the building nearest to BPI's distribution line;
 - ii. mounted 1.7 m (± 100 mm) above final grade or finished floor; and
 - iii. not located within 910 mm of a natural gas meter or adjacent property.

Freehold Townhouses shall be individually metered subject to the approval of BPI. For all other Row type or Townhouse metering arrangements the meter installation equipment provided by the Customer and/or Owner shall consist of a multiple or gang meter base assembly located at the end of each multiple unit building nearest to BPI's distribution transformer.

All new meter installations shall conform to BPI Metering & Settlement's Metering Specification. Details are available from BPI Metering & Settlement.

3.3 General Service Customers Information – General

This Section refers to the supply of electrical energy and related requirements to all industrial and commercial facilities including but not limited to plazas, offices and existing bulk metered apartment buildings.

The Customer/Owner shall own all structures on private property. The Customer/Owner shall be responsible for the installation and/or maintenance of all civil works and structures including but not limited to cable ducts, foundations, transformer vaults and electrical room.

3.3.1 General Service Customer – Metering

All new meter installations shall conform to BPI Metering & Settlement's Metering Specification. Details are available from BPI Metering & Settlement.

Prior to energization of service, BPI will require notification of approval from the ESA.

BPI will supply and install revenue meters, instrument transformers, test switches and all interconnecting wiring as required.

The Customer and/or Owner will provide, at the Customer's expense, space and access to BPI for the installation of its revenue metering equipment as per [Section 1.7.1](#) and shall be liable for damages to this equipment as per [Section 1.7.2](#). All meters shall be grouped in a central location, which is readily accessible to and approved by BPI.

All locations accessible to the general public will have a lockable enclosure or room for the service equipment and meters provided by the Customer and/or Owner, as follows:

- a) an electrical room; or
- b) a metal metering cabinet, approved by BPI; or
- c) a metal enclosed switchgear approved by BPI and the ESA.

All locations will be clear and safe, with working space of not less than 1.2 m (48") from the equipment. This space will be kept clear of obstructions at all times.

Where the possibility of danger exists to workers, or damage to equipment from moving machinery, vibration, dust, fumes or moisture, protective arrangements shall be provided by the Customer and/or Owner to the approval of BPI.

Services with suspected poor power factor will be required to install the appropriate meter facilities for metering both kW and kVA demand.

3.3.2 Electrical Room Requirements

- a) Where the Customer and/or Owner is required to supply and maintain an electrical room, it shall be of sufficient size to accommodate the Service entrance and meter requirements of the tenants, and provide clear working space in accordance with the *Ontario Electrical Safety Code*.
- b) In order to allow for an increase in load, the Customer and/or Owner shall provide spare wall space so that at least thirty (30) percent of the Customers supplied through meter sockets can accommodate meter cabinets at a later date.

- c) The electrical room must be separate from, but adjacent to, the transformer vault. It must be located to provide safe access from the outside or main hallway, and not from an adjoining room, so that it is readily accessible to BPI employees at all hours to permit meter reading and to maintain electric supply.
- d) If the electrical service room is to be located above the main floor level, a stairway built in accordance with the *Ontario Building Code* shall be installed. Please note that ladders are not acceptable.
- e) It shall not be used for storage or contain equipment foreign to the electrical installation within the area designated as safe working space.
- f) All stairways leading to electrical rooms above or below grade shall have a handrail on at least one side, as per *Ontario Building Code*, and shall be located indoors.
- g) The electrical room must be locked. The Customer and /or Owner shall install a padlock with mortise strike. BPI shall provide a secure arrangement so that a BPI padlock can be installed as well as the Customer's and/or Owner's padlock.
- h) Where outside doors are providing access to electrical rooms, they must have at least 150 mm clearance between final grade and the bottom of the door. Electrical rooms "on" or "below" grade must have a drain, including a "P" trap, complete with a non-mechanical priming device and a backwater valve connected to the sanitary sewer. The electrical room floor must slope 6mm/300mm, or 2% toward the drain.
- i) The electrical room shall have a minimum ceiling height of 2.2m clear, be provided with adequate lighting at the working level, as per I.E.S. standards, and include a 120 V convenience outlet.
- j) The lights and convenience outlet required in article i (above), and any required vault circuit, shall be supplied from a panel located and clearly identified in the electrical room.
- k) The Owner shall identify each Customer's metered service by address and/or unit number in a permanent and legible manner. The identification shall apply to all main switches, breakers, and to all meter cabinets or meter mounting devices that are not immediately adjacent to the switch or breaker.
- l) The electrical room shall be permanently and visibly identified from the outside.

3.3.3 General Service Information (below 50 kVA)

3.3.3.1 *General*

This Section applies to all new services and upgrades where the monthly average peak demand during a calendar year is less than, or is forecast by BPI to be less than 50kVA.

It refers to the supply of electrical energy to buildings housing General Service Customers that meet the following conditions:

- a) the building lies along a distribution line; and
- b) the service entrance equipment is rated at one of the following:

120 / 240 V 400A or less

120 / 208 V 400A or less

347 / 600 V 200A or less

For this class of General Service Customers in the designated Brantford underground areas and downtown area refer to [Section 3.1.10](#) of these Conditions of Service.

The Customer shall obtain prior approval from BPI for the use of any specific voltage at any specific location.

3.3.3.2 *Secondary Services*

3.3.3.2.1 Overhead Distribution Area

Where BPI specifies that the building is in an overhead distribution area, the following shall apply:

- a) The ownership and operational demarcation point shall be located at the Customer's conductors emerging from the service head or mast, or the first pole located at the edge of and on the Customer's and/or Owner's property, if such a pole exists.
- b) The Customer shall be entitled to a connection and may be subject to variable Connection charge all in accordance with [Section 2.1.1](#) of these Conditions of Service.

- c) If an extended pole line, including service wires or other attachments are required on the Customer's and/or Owner's property, these shall be erected and maintained by the Customer and/or Owner. This pole line shall be in accordance with the *Ontario Electrical Safety Code*. BPI must be contacted to confirm requirements such as location and/or guying.
- d) At the Customer's request, and where practical, secondary services may be installed underground to BPI overhead distribution system. In this case, the Customer at his own expense shall install the entire service from the Service entrance at the building to BPI's distribution pole. If there is no pole on the same side of the street as the building, then BPI may install an overhead service to a BPI pole on the street right-of-way subject to availability of space, or to a Customer installed pole on private property.
- e) The Customer installation shall be subject to approval by ESA and ownership and maintenance responsibility of these installations shall remain with the Customer.

3.3.3.2.2 Underground Distribution Area

For underground general services, BPI shall not install secondary on private property. The ownership and operational demarcation point shall be at the secondary terminals of the transformer.

The Customer shall supply, install and maintain all electrical conductors, conduit and equipment on private property from the demarcation point to the service entrance. The installation shall be in accordance with the *Ontario Electrical Safety Code*.

3.3.3.3 Primary Services

Primary services are not normally supplied for this Customer classification, however if required a primary service will be treated the same as general service in [Section 3.3.4](#) or [Section 3.3.5](#) of these Conditions of Service.

3.3.3.4 Location of Service Equipment

The location of the supply point, primary and secondary cables, transformer, and metering will be established through consultation with BPI for both new and upgraded services. Failure to comply may result in relocation of the service at the Customer's expense.

3.3.3.5 Access

See [Section 1.7.1](#)

3.3.3.6 Inspection

See [Section 2.1.5](#)

3.3.4 General Services (50 kVA – 1500 kVA)

3.3.4.1 General

This Section refers to the supply of electrical energy to General Service Customers with electrical loads greater than 50 kVA but less than 1500kVA, and that meet the following conditions:

- a) The building lies along a distribution line; and
- b) The service entrance equipment is rated at one of the following:

120 / 208 V 2500A or less

347 / 600 V 1600A or less

Customers requiring capacity in excess of 1000 kVA at 120/208V or 1500kVA at 347/600V shall be supplied in accordance with [Section 3.3.5](#).

For general services (above 50 kVA) that have the following service sizes, see [Section 3.3.3](#) above:

120 / 240 V 400A or less

120 / 208 V 400A or less

347 / 600 V 200A or less

For this class of General Service Customers in the designated Brantford underground areas and the downtown area refer to [Section 3.1.10](#) of these Conditions of Service. The Customer shall obtain prior approval from BPI for the use of any specific voltage at any specific location. The Customer shall supply,

install and maintain all secondary electrical conductors, conduit and equipment on private property, from the secondary terminals of the transformer to the service entrance. All work by the Customer must be in accordance with BPI specifications and the *Ontario Electrical Safety Code*. All work by the Customer must be inspected by BPI in accordance with [Section 2.1.5](#) of these Conditions of Service and/or ESA.

3.3.4.2 *Primary Service*

Primary services in an overhead or underground distribution area shall be provided as follows:

3.3.4.2.1 Underground Services to Transformer

- a) If service is through underground cables in ducts from the property line to the transformer base or room, then the ownership and operational demarcation point shall be located at the secondary terminals of the transformer.
- b) The Customer and/or Owner shall supply, install and maintain all primary ducts, base or room for transformer and primary switch and all associated civil works and grounding on private property, in accordance with BPI's specifications.
- c) BPI shall own and be responsible for the supply, installation and maintenance of all primary cables, transformation, primary switch, pole and terminations, subject to [Section 2.1.1.4](#) and the Customer and/or Owner shall provide the necessary easements to BPI for the purpose as per [Section 2.1.7](#) of these Conditions of Service.

3.3.4.2.2 Overhead Services to Transformer

- a) If service from BPI is through an extended pole line on the Customer's and/or Owner's property, then with the exception of BPI's transformation assets on the property, the ownership demarcation point shall be located at a suitable sectionalizing point on the first Customer and/or Owner installed pole inside the property as determined by BPI.

- b) The operational demarcation point shall be at the transformer protection supplied by BPI, to be installed on the Customer and/or Owner dip-pole as determined by BPI. BPI shall own and be responsible for the supply, installation, operation and maintenance of the transformation equipment subject to [Section 2.1.1.4](#). The Customer and/or Owner shall provide the necessary easements to BPI for the purpose as per [Section 2.1.7](#) of these Conditions of Service.
- c) The primary service beyond the property line, including, poles, wires, cables, terminations, conduits, civil works and other attachments as required shall be erected and maintained by the Customer and/or Owner. The pole line shall be in accordance with the *Ontario Electrical Safety Code*. BPI must be contacted to confirm requirements such as location and/or guying.
- d) The Customer and/or Owner shall be liable to maintain adequate clearances from the overhead lines and protection of life and property on the ground from the primary conductors on his property, at all times.
- e) The Customer and/or Owner shall supply, install and maintain the transformer base or room including all associated civil works, cable ducts and grounding on his property, in accordance with BPI's specifications.

Primary services installed prior to the effective date of these Conditions of Service, may not be in accordance with these Conditions of Service. The ownership and operational demarcation points may not be as indicated above and existing Customers may be contractually responsible for primary cabling. BPI may be prepared to take over ownership, at no cost to BPI, and assume responsibilities for the maintenance of these assets subject to a complete review of the facilities by BPI and agreement with each Customer.

3.3.4.3 Transformation

3.3.4.3.1 General Information

BPI will provide transformation according to the capacity limits indicated in [Section 2.3.8](#). Unless noted otherwise, transformation will be on the Customer's and/or Owner's property, and on foundations or in transformer rooms supplied by the Customer and/or Owner. BPI will determine the size of the transformer that it will supply. Acceptable installation facilities shall be provided by the Customer and/or Owner to accommodate and protect transformers owned by BPI, including adequate provision for cooling to

maintain transformers at normal operating temperatures. Detailed specifications are available from BPI Engineering & Construction.

Access to BPI owned transformer(s) shall be provided by the Customer and/or Owner as per [Section 1.7.1](#). When transformation is supplied by BPI, it must be located within 3m (10 feet) of an accessible roadway capable of carrying heavy trucks. This roadway is to facilitate the installation, repair or replacement of the transformer by BPI personnel. This roadway, when required, will be installed and maintained by the Customer and/or Owner. Exception to these criteria shall be at the sole discretion of and be approved by BPI.

3.3.4.3.2 Oversized Service Entrances

In cases where the service is in an overhead distribution area and BPI determines that in the interim the actual load on the service will be 150 kVA or less, BPI will supply pole-mounted transformation. In these cases, the Customer and/or Owner shall still supply and install a transformer pad, and duct bank for future primary cables, all in accordance with BPI specifications.

The Customer shall supply and install the secondary cables and neutral wire from the Service entrance, through the transformer pad and primary ducts to and up the service pole.

In the future, if the actual load on the service indicates that more than a 150 kVA transformer is required, BPI shall be responsible for the supply, installation and maintenance of the primary cables and terminations. BPI will also supply and install a padmount transformer.

3.3.4.4 Location of Service and Equipment

The location of the supply point, primary and secondary cables, transformer, and metering will be established through consultation with BPI for both new and upgraded services. Failure to comply may result in relocation of the service at the Customer's expense.

3.3.4.5 Access

See [Section 1.7.1](#).

3.3.4.6 *Inspection*

See [Section 2.1.5.](#)

3.3.5 General Services – Customer Owned Transformation

3.3.5.1 *General*

This Section refers to the supply of electrical energy to General Service Customers with continuous or momentary electrical loads, as determined by BPI, that exceeds 1000 kVA at 120/208V or is greater than 1500 kVA at 347/600V.

Service will be provided at 27.6 kV three phase 4 wire.

3.3.5.2 *Primary Service*

Service in an overhead or underground distribution area shall be provided as follows:

- a) The ownership demarcation point shall be located at the supply terminals of the Customer's main primary disconnect switch or at a suitable sectionalizing point, as determined by BPI.
- b) The operational demarcation point shall be the Customer's main primary disconnecting switch, which shall be under the operating control of BPI.
- c) The Customer's main primary disconnect switch shall be located on the Customer's and/or Owner's property/pole or on a BPI pole, at the sole discretion of BPI. It shall be protected by suitable surge arresters on its supply side, where required by BPI.
- d) The Customer's main disconnecting switch shall be load break type and the type (overhead or underground) and rating shall be approved by BPI.
- e) BPI shall own and be responsible for the supply, installation and maintenance of primary wires/cables terminations and conduits up to the ownership demarcation point.
- f) The Customer shall supply, install and maintain all poles, primary wires/cables, terminations and conduits on the load side of the ownership demarcation point.

3.3.5.3 Transformation

Customer's within this classification shall provide, own and be responsible for transformation facilities from high voltage to low voltage for all transformers rated above 1000kVA at 120/208V or above 1500kVA at 347/600V, at the Customer's premises and, as such, shall construct, maintain and operate said transformation facilities in accordance with the requirements of the *Ontario Electrical Safety Code*.

Customer-owned transformers connected to BPI's distribution system shall be built in accordance with CSA Standard CAN/CSA–C88–M90 Power Transformers and Reactors latest edition. As a general guideline, these transformers shall meet CSA C802 standard specifications with respect to impedances and efficiencies. The Customer and/or Owner must submit the following for review and approval by BPI before purchasing and installing their transformation assets:

- a) specification of the transformer, including but not limited to, kVA capacity, short-circuit rating, manufacturer's performance curves, primary and secondary voltages, configuration, tap positions and bushing design, core and winding construction details, cable termination details, basic impulse levels, insulation class, operating temperature and cooling details;
- b) any non-standard loading conditions (e.g. harmonic loading etc.);
- c) all certified factory and field acceptance test results including but not limited to resistance measurements, no-load loss at rated voltage, exciting current at rated voltage, impedance and load loss, applied potential tests, induced potential tests, polarity and phase relation tests, ratio test, low frequency test and chopped wave and full wave impulse tests (losses shall be corrected to 85°C);
- d) a coordination study, which demonstrates co-coordinated protection between BPI's over-current protection installed at the point of primary supply (where applicable), the transformer's (or substation's) high-voltage over-current protection and the transformer's (or substation's) low-voltage over-current protection;
- e) one set of as-built name plate and outline drawings of the transformer and any high-voltage (and where applicable, medium-voltage) switchgear; and
- f) one set of design and as-built site plan of the transformer station showing the equipment layout, proposed primary connections, grounding and fence details, where applicable;

BPI may provide transformation for this class of Customers as per [Section 3.3.4](#), if

the load is distributed at several locations within the property and is fed from a single delivery point (eg. malls and commercial developments with multiple buildings). The transformers shall be looped together, if possible, at the primary voltage and shall not be interconnected at the secondary voltage.

The transformation supplied by BPI shall be within its prescribed capacity limits as per [Section 2.3.8](#).

3.3.5.4 *Location of Service and Equipment*

The location of the supply point, primary cables, transformer, and metering will be established through consultation with BPI for both new and upgraded services. Failure to comply may result in relocation of the service at the Customer's expense.

3.3.5.5 *Access*

See [Section 1.7.1](#).

3.3.5.6 *Inspection*

See [Section 2.1.5](#).

3.4 Embedded Generation

3.4.1 Application

This section applies to Customers whose embedded generation facility is not directly connected to the IESO-controlled grid but instead is connected and operated in parallel with BPI's distribution system. This also includes embedded generators that are using renewable energy resources to generate electricity and are contracted by the Ontario Power Authority's FIT and microFIT program under the Green Energy Act (GEGEA) of the Province of Ontario. Generator proponents with a name plate capacity in excess of 10kW are classified as FIT embedded generators while those with a name plate capacity less than or equal to 10kW are classified as microFIT embedded generators.

3.4.2 Information

BPI requires early consultation before planning a connection of an embedded generation facility to BPI's distribution system.

BPI will make available its Guidelines for Applicants Connecting Distributed Generation to BPI's Distribution System in accordance with Section 6.2.3 of the *Distribution System Code*.

3.4.3 Process and Technical Requirements

BPI will process applications in accordance with Appendix F – *Process and Technical Requirements for Connecting Embedded Generation Facilities*, of the *Distribution System Code*.

The following size categories are classified for embedded load displacement generation facilities:

Generator Classification	Rating
FIT	> 10 kW, contracted under the Ontario Power Authority's FIT program, connected to BPI distribution system
MicroFIT	Less than or equal to 10 kW, contracted under the Ontario Power Authority's microFIT program, connected to BPI distribution system
Micro	< 10 kW, for Customer's own use
Small	< 500 kW connected on distribution system voltage < 15 kV < 1 MW connected on distribution system voltage > 15 kV
Mid-Sized	< 10 MW but > 500 kW connected on distribution system voltage < 15 kV > 1MW but < 10 MW connected on distribution system voltage > 15 kV
Large	> 10 MW

3.4.4 Connection Requirements

Prior to connection all embedded Generators shall execute a Connection Agreement with BPI and shall satisfy the requirements of these Conditions of Service. The Connection Agreement will be developed in accordance with Appendix E – *Contracts*

and Applications for Connecting a Generator to the Local Distribution System and Information in a Connection Agreement for a Large Embedded Generation Facility, of the Distribution System Code.

In accordance with [Section 2.2](#) of these Conditions of Service, BPI may refuse connection of any Generator that does not execute a Connection Agreement and may disconnect any Generator that breaches their Connection Agreement conditions.

BPI will not allow Generator Connections to the distribution system and will disconnect existing Generation from its distribution system that may adversely affect the power quality, reliability or the safety of BPI's personnel or Customers.

Prior to the signing of the Connection Cost Agreement, the embedded Generator, greater than 10kW, shall be responsible for all costs associated with BPI performing studies and developing plans for risk mitigation that are to the satisfaction of BPI. Preparations for and attendance at preliminary meetings to discuss the basic feasibility of a Generator Connection shall be at BPI's expense.

The Generator shall follow the communication protocols as outlined in the Connection Agreement, especially when BPI is under 'Hold Off' protection from its Controlling Authority.

If the Generator proposes to materially change the mode of operation, the installed capacity and/or the protective devices, the Generator must submit the information to BPI, as required for reassessment of the impact of the operation of the facility prior to making such changes.

If the Customer requires metering information, a request must be made, in writing, with BPI Metering & Settlement for Customer access to the information. If a second party is involved, a letter of consent from the Customer will be required.

All new meter installations shall conform to BPI Metering Specification. Details are available from BPI Metering & Settlement and BPI website www.brantfordpower.com.

BPI shall supply and install revenue meters as required. The Customer shall provide, at the Customer's expense, space and access to BPI for the installation of its revenue metering equipment as per [Section 1.7.1](#) and shall be liable for damages to this equipment as per [Section 1.7.2](#).

Note: All metering equipment supplied by BPI, is the property of BPI.

3.5 Embedded Market Participant

Embedded market participants are subject to the terms and conditions of the IESO. Market

participants are responsible for all Local Distribution Company (LDC) charges as approved by the OEB.

3.6 Embedded Distributor

The following terms and conditions apply to the connection of an Embedded Distributor.

3.6.1 Contact Information

The contact information will be reviewed annually. Each party will notify each other by November 1 of each year to confirm or update such information. If either party proposes to make a change affecting the embedded connected point, then notice of such change will be given in writing. Such notice will be given a minimum of thirty (30) days prior to any planned implementation of the change. Any change will require the approval of both Parties.

The Customer acknowledges and agrees that BPI may provide any information provided by the Customer under the terms of the Standard Embedded Distributor Agreement to BPI's representatives, provided that BPI:

- a) provides such information to only those of BPI's representatives who need to know the information; and
- b) has directed such representatives to use the information in accordance with the terms hereof.

3.6.2 Energy Supply

As the host Distributor, BPI reserves the right to limit the amount of energy that it agrees to supply the Customer at each embedded connection/delivery point, and this amount shall be agreed upon by both parties.

The Customer shall notify and include BPI in any discussion, planning and interconnection design of any proposed embedded generation facility that the Customer proposes to connect to its portion of the distribution system.

3.6.3 Billing

BPI shall bill the Customer on a billing cycle each month for the provision of distribution services by BPI, and for all other applicable charges approved or authorized by the OEB, pursuant to BPI's rate orders or any codes issued by the OEB.

BPI shall settle non-competitive electricity services based on the rates approved by the OEB and by the requirements of the *Retail Settlement Code*. BPI shall adjust the Customer's usage by the applicable total loss factor for purposes of determining the Customer's non-competitive electricity costs.

If the Customer is not a Wholesale Market Participant, then BPI shall provide revenue metering for the settlement and monthly billing of the Customer. If the Customer is or becomes a Wholesale Market Participant Distributor, then the Independent Electricity System Operator shall settle the Customer's monthly energy bill.

If the Customer is or becomes a Wholesale Market Participant Distributor, then BPI can arrange for a default Metering Service Provider (MSP) which can then enter into a Metering Service Provider Agreement with the Customer.

3.6.4 Ownership

All BPI owned equipment, including the revenue metering equipment and instrument transformers, shall continue to be vested in BPI, unless the Parties have specified otherwise in the Embedded Distributor Agreement.

All Customer equipment and facilities shall continue to be vested in the Customer, unless the parties have specified otherwise in the Embedded Distributor Agreement.

3.6.5 Assignment of Responsibility

The electrical distribution systems shall be under the operating control of a Controlling Authority at all times

The responsibility for regular maintenance of equipment rests with the Customer and/or Owner. BPI and the Customer shall ensure that only qualified persons perform the operation and maintenance of their respective electrical distribution systems.

Each party shall be responsible for maintenance, protection and power quality of each party's portion of the shared distribution feeder that each party owns. Each party shall ensure that its portion of the feeder has proper fault protection and voltage within proper limits.

BPI and the Customer shall maintain their respective equipment in efficient condition with proper devices, according to electrical distribution utility standards. If, in the opinion of BPI or the Customer, maintenance is not properly performed, the identifying party will notify the other in writing.

3.6.6 Normal Operations

Control Authorities will inform each other at least seven calendar days in advance of any planned work, which would have an effect on the other Parties electrical distribution system.

Applications for work involving load interruptions shall be initiated at least ten (10) calendar days in advance, to permit proper notification of other Customers who would be interrupted.

Each Control Authority is responsible for establishing the appropriate conditions for, and the co-ordination of, switching on the equipment under its control.

The Control Authority of the equipment under its control shall issue work protection on the equipment when work is done on that equipment. Each Control Authority is responsible for establishing a safe work environment, in accordance with industry standards, for their forces while carrying out planned or emergency maintenance. Each party is responsible for providing isolation at devices under their operating control to assist the other party.

3.6.7 Communication

Communications between Controlling Authorities must be readily available to deal with routine and unforeseen system conditions.

The Controlling Authority of each party agrees to communicate as follows for normal operating communications with regard to outage planning, work protection and switching, etc.:

- a) provide each other with information relative to prearranged outages, power interruptions or system problems, which materially affect the supply of power to each other's distribution system;
- b) provide each other with information relative to feeder trips or re-closure operations caused by equipment under each party's ownership or control;
- c) during regular working hours BPI's Controlling Authority will not authorize the re-energization of a feeder owned by BPI, following a breaker opening, until contact has been made with the Customer's Controlling Authority;

- d) after regular working hours, and if no “Hold Off” is in effect, BPI has authorized its Controlling Authority to allow one minute prior to attempting re-energization, following a breaker opening. After one attempt at re-energization, no further attempts to re-energize a feeder owned by BPI will be made until contact has been made with the Customer; and
- e) when a permanent fault occurs on a feeder which supplies BPI and Customer load, the BPI Controlling Authority will notify the Customer’s Controlling Authority during regular working hours, and the Customer’s authorized person “on call” for afterhours permanent faults. Once communication is established and the location of the fault is not known, BPI and/or Customer staff will be dispatched to patrol their systems, and may assist each other in sectionalizing the faulted feeder.

Since BPI and the Customer each own portions of, and share, a common feeder, both Parties agree to provide each other with the following information:

- a) BPI shall provide the Customer with fault current information and protection settings of upstream protective devices.
- b) The Customer shall provide BPI with load forecasting information.
- c) BPI and the Customer agree to maintain phase balance within generally acceptable industry standards.
- d) BPI and the Customer agree to adhere to generally acceptable standards pertaining to power quality and voltage levels on the section of feeder each party owns.
- e) BPI and the Customer agree to provide each other, on request, with maintenance schedules and records on the section of feeder each party owns.

3.6.8 Emergency Operations

Each party will co-operate fully in case of emergencies in order to facilitate restoration of the system back to normal, and to permit the organization of possible repairs.

On the request of one Controlling Authority, the other Controlling Authority’s staff or agents will provide the required timely isolation of equipment as required for emergency switching, or to establish a Condition Guarantee.

3.6.9 Metering and Fault Protection

BPI agrees to deliver electricity to the Customer’s distribution system through an Interval Meter, for settlement purposes.

If the Customer is, or becomes, a Wholesale Market Participant Distributor registered with the IESO, the Customer will be responsible for the wholesale metering installation(s) metering data as per the Ontario market rules. BPI shall have read-only access to such wholesale meter installations.

The parties shall act at all times in accordance with the *Distribution System Code*, for situations where BPI or the Customer provides distribution services through a load transfer.

BPI and the Customer shall each manage its own portion of a supply feeder, and ensure that its portion of the feeder has proper fault protection and voltage within proper limits in accordance with industry standards.

The Owner of the feeder breaker would be responsible for maintaining appropriate relay settings for overall feeder protection, and both BPI and the Customer would be responsible to provide the required information to accomplish this.

3.6.10 Costs

Once the request for connection has been approved, and upon receipt of a Purchase Order or equivalent from the Customer, BPI shall prepare detailed engineering specifications for required system enhancements, obtain cost estimates for the specified work, and determine cost-sharing arrangements.

BPI agrees to provide the Customer, in writing, a project description and Letter of Intent that includes:

- a) a description of the work to be performed by BPI;
- b) a summary of the work to be performed by the Customer;
- c) BPI's capital investment in the project; and
- d) Customer's financial contribution to the package.

3.6.11 Liability

BPI shall only be liable to the Customer, and the Customer shall only be liable to BPI, for any damages, which arise directly out of the willful misconduct or negligence:

- a) of BPI in providing distribution services to the Customer;
- b) of the Customer in being connected to BPI's distribution system; or

- c) of BPI or the Customer in meeting their respective obligations under the *Distribution System Code*, their licenses, and any other applicable law.

The Distributor-Customer agrees to take out liability insurance in the amount of \$5,000,000 to which the Corporation of the City of Brantford and BPI are added as additional named insured, and to provide proof of such insurance.

Despite the above, neither BPI nor the Customer shall be liable under any circumstances whatsoever for any loss of goodwill or for any indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, tort or otherwise notwithstanding the Customer financial contribution.

3.6.12 Force Majeure

Subject to the items below, neither party shall be held to have committed an event of default in respect of any obligation under the Embedded Distributor Agreement if prevented from performing that obligation, in whole or in part, because of a force majeure event.

If a force majeure event prevents a party from performing any of its obligations under the DSC and the Embedded Distributor Agreement, that party shall:

- a) promptly notify the other party of the force majeure event and its assessment, in good faith, of the effect that the event will have on its ability to perform any of its obligations. If the immediate notice is not in writing, it shall be confirmed in writing as soon as reasonably practicable;
- b) not be entitled to suspend performance of any of its obligations under the Embedded Distributor Agreement to any greater extent, or for any longer time, than the force majeure event requires it to do;
- c) use its best efforts to mitigate the effects of the force majeure event, remedy its inability to perform, and resume full performance of its obligations;
- d) keep the other party informed of its efforts; and
- e) provide written notice to the other party when it resumes performance of any obligations affected by the force majeure event.

Notwithstanding any of the foregoing, settlement of any strike, lockout or labour dispute constituting a force majeure event shall be within the sole discretion of the party to the Embedded Distributor Agreement involved in the strike, lockout or labour dispute. The requirement that a party must use its best efforts to remedy the cause of

the force majeure event, mitigates its effects, and resume full performance under the Embedded Distributor Agreement and the DSC shall not apply to strikes, lockouts or labour disputes.

3.7 Un-metered Load

Unmetered Load includes the Street Lighting, Sentinel Lighting and Unmetered Scattered Load Customer Classes.

Unmetered connections to BPI's distribution facilities are permitted at the sole discretion of BPI. The Customer shall provide detailed documentation with regard to electrical demand or consumption of each proposed unmetered load. The level of the billing demand and consumption will be agreed to by BPI and the Customer, based on detailed manufacturer information, documentation and/or periodic monitoring of actual consumption. A completed load study acceptable to BPI may be required for determination of load and hours of usage. At the time of connection, an agreement may be required between the Customer and BPI.

On a monthly basis, the Customer will be billed for the predetermined average load or consumption and a fixed charge, at rates approved by the OEB.

The Customer is obligated and responsible to notify BPI of any changes to existing equipment or new equipment and connections added to the distribution system by the Customer. Upon receiving such notification, the number of connections and level of billing demand and consumption may need to be revised. BPI may request further information from the Customer or may require the completion of a load study. The revised number of connections, and level of demand and consumption will be agreed to by BPI and the Customer, and BPI will subsequently bill the Customer by applying the OEB approved rate to these revised units.

From time to time BPI may undertake studies to inform rate-setting applications before the OEB. At such times, BPI will notify its unmetered load customers, and may request updated information related to a Customer's unmetered load connections.

Charges related to unmetered connection will be recovered from the Customer. Re-design and inspection services are at the expense of the Customer. The Customer is responsible for installing, maintaining and repairing its equipment and/or facilities, including the service conductors from the supply point to the load. If for any reason a supply point is relocated, the Customer will be contacted and informed that the service conductors must be extended at a cost to the Customer to the new supply point. Where additional facilities must be installed to specifically serve the Customer, the Customer may be required to pay for the additional such facilities and perpetual maintenance thereof.

If, at any time, BPI determines that an electric meter be installed to measure electricity consumption at an existing unmetered connection, the Customer shall install all equipment

necessary, as required under the appropriate rate class, in accordance with BPI's Conditions of Service, within 60 days of receipt of notice from BPI.

3.7.1 Types of Un-metered Connections

3.7.1.1 *Street Lighting*

Street lighting is owned by the Corporation of the City of Brantford and other parties and maintained by their authorized contractor. Attachment of streetlights to BPI-owned poles and electrical supply to streetlights is subject to approval of BPI.

The service to streetlights will be un-metered. Street lighting is supplied at a rate to be approved by the OEB. Energy consumption will be based on connected wattage information submitted by the Customer and calculated as per hours of use, subject to the approval of BPI. It is the responsibility of the Customer to report to BPI in writing any change of consumption.

3.7.1.2 *Traffic Control Signals*

This Section pertains to the supply of electrical energy to various traffic control signals and crosswalks. These are devices owned and maintained by the local municipalities.

The method of supply will vary, and will be established for each application through consultation with BPI. Where transformation does not exist, it will be provided and considered an expansion of the system. A capital contribution may be required.

The service will be un-metered. This service will be classed and billed as unmetered scattered load, as approved by the OEB. Energy consumption will be based on connected wattage information submitted by the Customer and calculated as per hours of use. It is the responsibility of the Customer to report to BPI in writing any change of consumption to the installation.

Service conductors will be supplied by the Road Authority. BPI will require connection authorization from the ESA prior to energization of service.

3.7.1.3 *Bus Shelters and other Scattered Load*

This Section pertains to the supply of electrical energy for bus shelters, telephone booths, cable TV amplifiers and power supplies and similar small un-metered loads.

The method and location of supply will vary, and will be established for each application through consultation with BPI

The service will be un-metered. This service will be classed and billed as unmetered scattered load, as approved by the OEB. Energy consumption will be based on connected wattage information submitted by the Customer and calculated as per hours of use.

Where transformation does not exist, it will be provided and considered an expansion of the system. A capital contribution may be required.

The Customer and/or Owner will supply the service conductors.

BPI will require connection authorization from the ESA prior to energization of service.

3.7.1.4 Sentinel Lighting

This Section pertains to the supply of electrical energy to accounts that are unmetered lighting load supplied to a sentinel light.

The method of supply will vary, and will be established for each application through consultation with BPI. Where transformation does not exist, it will be provided and considered an expansion of the system. A capital contribution may be required.

The service will be un-metered. This service will be classed and billed as Sentinel Lighting, as approved by the OEB. Energy consumption will be based on connected wattage information submitted by the Customer and calculated as per hours of use. It is the responsibility of the Customer to report to BPI in writing any change of consumption to the installation.

Service conductors will be supplied by the Road Authority. BPI will require connection authorization from the ESA prior to energization of service.

3.8 Temporary Services

3.8.1 General

Temporary services may be supplied overhead or underground, at BPI's discretion. Early consultation should be made to BPI Engineering & Construction to confirm the availability of supply arrangements.

Where the temporary service, either underground or overhead, does not require a transformer, the Customer will be charged the specific service charge approved by the OEB for the installation and removal of the service.

Where the temporary service requires a transformer, the Customer will be responsible for all associated costs for the installation and removal of connection assets required for a temporary service to BPI's distribution system. A deposit for these costs shall be required.

Subject to the requirements of BPI, a connection will be made after receipt of a connection authorization from the ESA, a signed Connection Agreement and a deposit from the Customer.

Such services would normally be in place for a period of less than 12 months, and extensions will be at the discretion of BPI.

The location of the service entrance point and metering details will be established through consultation with BPI. Failure to comply may result in modifications at the Customer's expense.

All material other than conductor that is recovered and reusable will be credited to the deposit.

The cost of transformation will be charged to the Customer prior to service energization. Upon removal, the Customer will receive the cost of the transformer back, as long as it is in working order. The Customer is responsible for said transformer, if any damage whatsoever occurs. The Customer will maintain ownership of a damaged transformer, and the deposit for the material will be forfeited to BPI.

All construction that occurs on private property will be the responsibility of the Owner.

Any modifications or changes to the above will be at the discretion of BPI

3.8.2 Metering

The Customer and/or Owner will make provision acceptable to BPI for revenue metering equipment. The metering equipment location will be agreed upon through consultation with BPI. The location allocated for BPI metering equipment shall be directly accessible to BPI staff, and shall be subject to satisfactory environmental conditions. BPI will require notification of approval by the ESA, prior to energization of service.

SECTION 4 GLOSSARY OF TERMS

Connection	Means the process of installing and activating Connection Assets in order to distribute electricity.
Connection Assets	Means that portion of the distribution system used to connect a Customer to the existing main distribution system, and consists of the assets between the point of connection on the Distributor's main distribution system and the ownership demarcation point with that Customer.
Control(ling) Authority	Authority assigned by the party that owns equipment to a person who is responsible for performing, directing or authorizing changes in the condition or physical position of electrical apparatus or devices. However, Control Authority is not synonymous with ownership.
Customer	Means a person that has contracted for or intends to contract for connection of a building or an embedded generation facility or an Embedded Distributor. This includes developers of residential or commercial sub-divisions.
Distributor	Means a person who owns or operates a distribution system.
Embedded Distributor	Means a Distributor who is not a wholesale market participant and that is provided electricity by a host Distributor.
Enhancement	Means a modification to an existing distribution system that is made for purposes of improving system operating characteristics such as reliability or power quality or for relieving system capacity constraints resulting, for example, from general load growth.
Expansion	Means an addition to a distribution system in response to a request for Customer connections that otherwise could not be made, for example, by increasing the length of the distribution system.
FIT Embedded Generator	This classification applies to an electricity generation facility contracted under the Ontario Power Authority's FIT program having a nameplate capacity of greater than 10kW and connected to BPI's Distribution System.
Generator	Means a person who owns or operates a generation facility.

Interval Meter	Means a meter that measures and records electricity use on an hourly or sub-hourly basis.
Meter Installations	Means the meter and, if so equipped, the instrument transformers, wiring, test links, fuses, lamps, loss of potential alarms, meters, data recorders, telecommunication equipment and spin-off data facilities installed to measure power past a meter point, provide remote access to the metered data. and monitor the condition of the installed equipment.
MicroFIT Embedded Generator	This classification applies to an electricity generation facility contracted under the Ontario Power Authority's microFIT program having a nameplate capacity of less than or equal to 10kW and connected to BPI's Distribution System.
Normal Business Hours	Normal Business Hours are Monday to Friday 8:30am – 4:30pm.
Owner	Person, persons or company owning property in the BPI service area, on which work is to be done by BPI.
Point of Entry	The Point of Entry is the physical location at which a BPI conductor enters under or over private property.
Retailer	A Retailer is a company licensed by the OEB to retail electricity in the Province of Ontario.
Smart Meter	Means a meter that is part of an advanced metering infrastructure that meets the functional specification referenced in the Criteria and Requirements for Meters and Metering Equipment, Systems and Technology Regulation O. Reg. 425/06.

APPENDIX A

OFFER TO CONNECT

EXPANSION PROJECTS



OFFER TO CONNECT

EXPANSION PROJECTS

(Other than Subdivisions and Townhomes)

DATE:

VALIDITY PERIOD

DESCRIPTION OF PROJECT:

CUSTOMER:

DESCRIPTION OF WORK TO BE DONE

COSTS TO BE CHARGED TO THE DEVELOPER

ALTERNATIVE BIDS

Since the above work will be done at some cost to the Developer, the Developer may obtain alternative bids, for the supply of material, labour and equipment to construct the expansion. Alternative bids, from qualified, approved contractors, will be based on the Brantford Power design and using material approved by Brantford Power.

If the Developer chooses to pursue an alternative bid and elects to obtain services of an alternative contractor, the Developer shall be responsible for all aspects of the construction. This includes selecting and hiring the contractor, supervising the contractor's work, paying the contractor's costs and project administration.

Brantford Power reserves the right to inspect and approve all aspects of the constructed facilities, as part of a system commissioning activity, prior to connecting the constructed facilities to the existing system and to be reimbursed on a fee for this service basis.

Brantford Power will charge the Developer all costs incurred for any additional design and engineering work required.

The Developer may obtain further information in regards to specifications, by contacting the Brantford Power Engineering Department at;

Brantford Power Inc.
84 Market Street
P.O. Box 308
Brantford, Ontario
N3T 5N8

Brantford Power's share of the Servicing costs are based on customer's load.

CONDITIONS OF SERVICE

Brantford Power has developed a Conditions of Service document. A copy of this document may be obtained by contacting Brantford Power at the address above or downloaded from the Brantford Power website at www.brantfordpower.com.

Brantford Power Inc.

☐ I accept the above offer to connect and agree to pay the amount indicated.

☐ I choose to obtain an alternate bid.

Signature of Customer



OFFER TO CONNECT

SUBDIVISION/TOWNHOME EXPANSION PROJECTS

DATE:

VALIDITY PERIOD

DESCRIPTION OF PROJECT:

CUSTOMER:

DESCRIPTION OF WORK TO BE DONE

COSTS

The capital costs shall be calculated using the Discounted Cash Flow methodology described in Appendix B of the Distribution System Code. The costs will be determined using actual construction costs, when the work is complete.

ALTERNATIVE BIDS

In accordance with BPI's Conditions of Service and Distribution System Code (Section 3.2.2), BPI is required to make an offer for the above expansion, which should include details of the work for which the Developer may obtain alternative bids. It is our understanding that the Developer chooses to opt for the alternative bid option for the following components of the Expansion and waive their rights to receive an offer to construct from BPI. This is acceptable to BPI:

- Complete project responsibility, including but not limited to selecting and hiring the contractor, supervising the contractor's work, paying the contractor's costs and project administration.
- design and layout, in accordance with Brantford Power's standards and subject to Brantford Power approval;
- supply, installation and commissioning of all distribution equipment and related civil structures as per plans and design approved by a Professional Engineer licensed in the Province of Ontario ;
- all coordination and excavation for joint-use trenching within the subdivision;
- registration of easements in favor of Brantford Power in the case of townhome developments; and
- all approvals and site safety and coordination; and
- all remediation work as identified by Brantford Power

BPI's participation in this project will be the following components:

- review of Subdivision Agreements (for subdivisions) and approved plans / drawings and any subsequent changes to the same;
- provide specifications and standards for installation and equipment;
- inspection of materials and construction works;
- approval of sub-contractors and trades employed by the Developer as per Brantford Power's prescribed procedures;
- energization; and
- connection and related charges based on economic evaluation according to Brantford Power Inc.'s Conditions of Service and the Distribution System Code.

Brantford Power will charge the Developer all costs incurred for any additional design and engineering work required.

Brantford Power reserves the right to inspect and approve all aspects of the constructed facilities, as part of a system commissioning activity, prior to connecting the constructed facilities to the existing system and to be reimbursed on a fee for this service basis.

The Developer may obtain further information in regards to specifications, by contacting the Brantford Power Engineering Department at;

Brantford Power Inc.
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Brantford Power Inc.

___ I agree to obtain an alternative bid.

Signature of Customer