



P.O. Box 2140
855 Confederation Street
Sarnia, Ontario N7T 7L6
Tel: (519) 337-8201
Fax: (519) 344-6094

March 4, 2020

Bluewater Power Distribution Corporation (“Bluewater Power”) has proposed changes to its Conditions of Service document. The majority of the changes summarized below result from the Ontario Energy Board’s (“OEB”) changes to the Distribution System Code (“DSC”) and the Standard Supply Service Code (“SSSC”) related to customer service rules, OEB file EB-2017-0183. The Code updates are effective March 1, 2020. The proposed Conditions of Service document is located on Bluewater Power’s website www.bluewaterpower.com for review. Notice is being provided to customers through on-bill messaging from March 9, 2020 until April 24, 2020 and the final Conditions of Service document will be published May 1, 2020.

Summary of Changes

Section 1 Introduction:

- 1.4 – Amendments and Changes – revised Notice requirements
- 1.5 – Contact Information – Fax Number Updated
- 1.7.8 – Additional Rights – Website Updated

Section 2.0 Distribution Activities General:

- 2.1.3 – Connection Denial – Further defined
- 2.2 – Disconnection – Further defined
- 2.2.2 – Reconnection – Added requirement
- 2.3.2.9 – Interruption Notification – Further defined
- 2.3.2.12 – Outage Reporting – Further defined
- 2.4.3 – Deposits – Updated to reflect Distribution System Code Sections
- 2.4.3.1 – Calculating the Deposit Amount – Updated to reflect monthly billing
- 2.4.3.2 – Deposit Waiver Conditions – Updated to reflect changes to Customer Service Rules
- 2.4.3.3 – Satisfactory Payment History – Updated to reflect changes to Customer Service Rules

- 2.4.5.1 – Equal Month Payment Plan – Further defined
- 2.4.5.3 – Payments and Late Payment Charges – Updated to reflect changes to Customer Service Rules
- 2.4.5.5. – Collection of Account Charges – Removed section

Section 3.0 Customer Specific:

- 3.1 – Residential - Further defined
- 3.6 – Embedded Generation – Further defined and explained

Section 4.0 Glossary of Terms:

OEB – Updated OEB website

Ontario Power Authority (OPA) – Removed term

Appendix I – Dunning Procedure – Removed policy and references

Appendix K – Billable Charges – Removed policy and references

Appendix L – Security Deposits, Interest, Refunds, and Transfer – Removed policy and references

Any comments or questions can be emailed to regulatory@bluewaterpower.com



Bluewater Power Distribution Corporation

CONDITIONS OF SERVICE

March 2020

1	INTRODUCTION.....	1
1.1	Identification of Distributor and Service Area.....	1
1.2	Related Codes, and Governing Laws.....	1
1.3	Interpretation	2
1.4	Amendments and Changes.....	2
1.5	Contact Information	2
1.6	Customer Rights and Mutual Obligations.....	3
1.6.1	Applicability	3
1.6.2	Rights	3
1.6.3	Mutual Obligations	4
1.6.4	Defective Customer Equipment.....	4
1.6.5	Customer’s Physical Structures.....	4
1.7	Bluewater Power’s Distributor Rights	5
1.7.1	Access to Customer Property	5
1.7.2	Safety.....	5
1.7.3	Vegetation Right-of-Way.....	6
1.7.4	Operating Control.....	6
1.7.5	Repairs of Defective Electrical Equipment.....	7
1.7.6	Repairs of Customer’s Physical Structures	7
1.7.7	Bluewater Power’s Automatic Reclosing Facilities.....	7
1.7.8	Additional Rights	7
1.8	Disputes	7
1.9	Force Majeure.....	9
2	DISTRIBUTION ACTIVITIES (GENERAL)	10
2.1	Connections.....	10
2.1.1	Building that Lies Along.....	11
2.1.2	Expansions/Offer to Connect	12
2.1.3	Connection Denial.....	15
2.1.4	Inspections Before Connection.....	15
2.1.5	Relocation of Plant	16
2.1.6	Easements	17
2.1.7	Contracts	18
2.2	Disconnection	21
2.2.1	Customer Requested Disconnection	22
2.2.2	Reconnection.....	21

2.3	Conveyance of Electricity.....	22
2.3.1	Limitations on the Guarantee of Supply.....	22
2.3.2	Power Quality.....	23
2.3.3	Electrical Disturbances.....	25
2.3.4	Standard Voltage Offerings.....	26
2.3.5	Service Entrance Voltage.....	27
2.3.6	Back-up Generators.....	28
2.3.7	Metering.....	28
2.4	Tariffs and Charges.....	34
2.4.1	Service Connections.....	34
2.4.2	Energy Supply.....	34
2.4.3	Deposits.....	34
2.4.4	Billing.....	38
2.4.5	Payments.....	40
2.5	Customer Information.....	42
2.5.1	Protection of Individual Privacy and Consumer Information.....	42
2.5.2	Retail Settlement Code Requirements.....	44
3	CUSTOMER SPECIFIC.....	45
3.1	Residential.....	46
3.1.1	Points of Ownership and Demarcation.....	46
3.1.2	Service and Metering Requirements.....	47
3.1.3	Overhead Secondary Voltage Services.....	47
3.1.4	Underground Services.....	48
3.1.5	Special Contracts.....	49
3.1.6	Other Conditions.....	49
3.2	General Service (Below 50 kW).....	49
3.2.1	Points of Ownership and Operational Demarcation.....	50
3.2.2	Service and Metering Requirements.....	50
3.2.3	Overhead Secondary Voltage Services.....	51
3.2.4	Underground Secondary Voltage Services.....	52
3.2.5	Special Contracts.....	52
3.2.6	Other Conditions.....	52
3.3	General Service (Above 50 kW).....	53
3.3.1	Points of Ownership and Operational Demarcation.....	53
3.3.2	Service and Metering Requirements.....	53
3.3.3	Overhead Secondary Voltage Services.....	54
3.3.4	Underground Secondary Voltage Services from Pole or Pad Mounted Transformation.....	55

3.3.5	Services Supplied From Pad Mounted Transformer.....	55
3.3.6	Special Contracts.....	55
3.3.7	Other Conditions.....	55
3.4	General Service – Intermediate (1000 kW – 4999 kW)	56
3.4.1	Points of Ownership and Operational Demarcation.....	56
3.4.2	Service and Metering Requirements	56
3.4.3	Overhead Services	57
3.4.4	Underground Secondary Voltage Services from Pole or Pad Mounted Transformation	57
3.4.5	Services Supplied From Pad Mounted Transformer.....	58
3.4.6	Special Contracts.....	58
3.4.7	Other Conditions.....	58
3.5	General Service - Large Use (Above 5,000 kW Demand).....	59
3.5.1	Points of Ownership and Operational Demarcation.....	59
3.5.2	Service and Metering Requirements	59
3.5.3	Overhead Services	60
3.5.4	Underground Services.....	60
3.5.5	Special Contracts.....	60
3.5.6	Other Conditions.....	61
3.6	Embedded Generation.....	61
3.6.1	Points of Ownership and Operational Demarcation.....	69
3.6.2	Service and Metering Requirements	69
3.6.3	Special Contracts.....	69
3.6.4	Other Conditions.....	69
3.6.5	OPA Feed-In Tariff (FIT) Program for an Embedded Generation Facility.....	69
3.6.6	Net Metering for Embedded Generation	69
3.7	Embedded Market Participant.....	69
3.8	Embedded Distributor.....	68
3.8.1	No Embedded Distributor.....	68
3.9	Unmetered Connections.....	69
3.9.1	Rights and Obligations.....	69
3.9.2	Process for Updating and Validating Data	70
3.10	Street Lighting.....	73
3.11	Sentinel Lights.....	74
3.12	Temporary Services	74
3.12.1	Service Requirements	74
3.12.2	Service Information.....	75
3.12.3	Supply from Pole Line (where permitted by bylaw).....	75

3.12.4	Supply from Underground Distribution System.....	75
3.12.5	Site Information	75
3.12.6	Metering.....	76
3.12.7	Servicing Cost.....	76
4	GLOSSARY OF TERMS	77
5	APPENDICES	88
	Appendix A - Map of Service Area	88
	Appendix B - Links to Legal References	89
	Appendix C - Service Voltages.....	90
	Appendix D - Methodology for Standard Fees for Various Services.....	91
	Appendix E - Details of Metering Requirements	113
	Appendix F - Validating, Estimating, and Editing (VEE) Metering Data.....	114
	Appendix G - Distributor License.....	116
	Appendix H - Rate Schedule and Distribution Rate.....	117
	Appendix I - Metering.....	119

1 INTRODUCTION

1.1 Identification of Distributor and Service Area

Bluewater Power Distribution Corporation, referred to herein as “Bluewater Power” or “BPDC”, is a corporation incorporated under the laws of the Province of Ontario and a Distributor of electricity.

Bluewater Power operates under Ontario Energy Board (OEB) Electricity Distribution Licence [ED-2002-0517](#) (exp. March 31, 2023). As described in Schedule 1 of the License, Bluewater Power is authorized to Distribute and sell electricity within the Service Area including the City of Sarnia, the Town of Petrolia, the Village of Point Edward, the Township of Brooke-Alvinston, the Township of Warwick, the Village of Oil Springs and surrounding area as defined by zoning by-law. A map of the Service Area is shown in Appendix A - Map of Service Area.

1.2 Related Codes, and Governing Laws

Bluewater Power and the Customer shall comply with all applicable laws, Regulations, and codes, including the provisions of the latest editions of the following documents:

- i. [Electricity Act, 1998](#)
- ii. [Ontario Energy Board Act, 1998](#)
- iii. [Distribution Licence](#)
- iv. [Affiliate Relationships Code](#)
- v. [Distribution System Code \(DSC\)](#)
- vi. [Retail Settlement Code](#)
- vii. [Standard Supply Service Code](#)
- viii. [Relevant Rate Orders](#)

If there is a conflict between these Conditions of Service and any of the above, the documents listed above shall govern in order of priority indicated above. If there is a conflict between these Conditions of Service and a Connection Agreement signed between the Customer and the Distributor, whichever was implemented first shall prevail.

The fact that a condition, right, obligation, or other term appears in these Conditions of Service but not in the documents listed above or in a Connection Agreement shall not be interpreted as a conflict or be deemed grounds for finding a conflict.

The Customer and their agents must comply with all applicable Ontario and Canadian electrical codes, all applicable federal, provincial and municipal Regulations, codes and bylaws including but not limited to the Ontario Business Corporation Act, the Occupational Health and Safety Act, the Regulations for Construction Projects, and the Harmonized Electrical and Utility Safety Association Rule Book, wherever applicable.

Bluewater Power will provide sample Connection Agreement, Maintenance Agreement and Offer to Connect documentation upon request.

1.3 Interpretation

These Conditions of Service are to be interpreted as written but not to be interpreted in contravention of the [Distribution System Code](#). In these Conditions of Service, unless the context otherwise requires:

- i. Words referring to the singular include the plural and vice versa;
- ii. Words referring to a gender include any gender;
- iii. Headings are for convenience only and shall not affect the interpretation of these Conditions of Service.
- iv. Individual passages of these Conditions of Service shall not be interpreted in exclusion from the rest of the document. Customers shall seek clarification from Bluewater Power for any apparent discrepancies.

1.4 Amendments and Changes

Bluewater Power reserves the right to amend these Conditions of Service. The current version of the document can be downloaded at www.bluewaterpower.com, or available to Customers as hard copy upon request. Bluewater Power is responsible for keeping the document up to date.

In the event of changes to these Conditions of Service, Bluewater Power is responsible for notifying the Customer. Bluewater Power will issue a note on each Customer bill. The notice shall provide a proposed timeline of implementation of the changes.

1.5 Contact Information

Address: Bluewater Power Distribution Corporation
855 Confederation Street
Sarnia, Ontario
N7T 7L6

Telephone: 519-337-8201 (Press 1 for emergencies)
Emergency calls will be answered 24 hours per day, 7 days per week.

Fax: 519-344-7303

Email: emailus@bluewaterpower.com

Regular office hours: Monday to Friday, 8:30 am to 4:30 pm
Operations Staff: Monday to Friday, 7:30 am to 4:00 pm

Operations Control: Monday to Friday, 7:30 am to 4:00 pm

1.6 Customer Rights and Mutual Obligations

1.6.1 Applicability

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

- i. of Bluewater Power in providing distribution Services to the Customer;
- ii. of the Customer in being connected to Bluewater Power's Distribution System; or
- iii. of Bluewater Power or Customer in meeting their respective obligations under these Conditions of Service, their licences and any other applicable law.

In no case shall either, Bluewater Power or the Customer be liable for any loss of profits or revenues, business interruption, loss of contract or 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.

Regarding any claims made from third parties in Connection with the construction and installation of Customer owned facilities that connect to the Distribution System, the Customer or Embedded Generator shall indemnify and hold harmless Bluewater Power, its directors, officers, employees and agents.

1.6.2 Rights

The Customer is entitled to fair, transparent, and reasonable Service as prescribed in these Conditions of Service, the [Distribution System Code](#), and other applicable codes.

These Conditions of Service do not grant to Bluewater Power an exclusive right to offer or provide Services. In those instances where the Customer will own their Secondary or Primary Service, the Customer has the right to hire a contractor to supply and install the Service.

The Customer has the right to receive historical Consumer-specific usage, meter and payment data, and to interrogate the meter or to assign this right to others, in accordance with any relevant technical specifications and codes, and subject to applicable Service charges

The Customer is entitled to demand identification from any authorized agent or employee of Bluewater Power before permitting access to their Premises.

1.6.3 Mutual Obligations

The Customer, Embedded Generator, and any Embedded Market Participant should comply with laws and respect Bluewater Power's Distributor Rights such as safety, access, and operation as described in Section 1.7 Bluewater Power's Distributor Rights.

In addition to paying contracted Service charges, Customer is responsible to pay the reasonable Cost of any software, hardware, telephone line or other Services required for the Consumer to obtain direct access to meter information.

If an account is opened in more than one Person's name, all such Persons are Customers and are jointly and severally responsible for compliance with these Conditions of Service and to pay the Rates and charges in accordance with these Conditions of Service.

If a Customer implements power factor correction capacitors, they shall be responsible for the redesign and regulation of the capacitive Load as Load changes. Customer's power factor must be lagging. Bluewater Power's equipment is not designed to accommodate a leading power factor and thus a leading power factor is not acceptable.

1.6.4 Defective Customer Equipment

The Customer is responsible for the Maintenance and repair of their electrical Service equipment. If any of the items associated with the electrical equipment require repair or replacement, the repair or new equipment shall comply with all applicable current codes, Regulations and specifications.

For any equipment owned by the Customer that may affect the integrity or reliability of Bluewater Power's Distribution System, the Customer is responsible, at their Cost, to repair or replace the equipment. If the Customer does not take such action within a reasonable time; Bluewater Power may disconnect the supply of power to the Customer. [Section 2.2 Disconnection](#) of this document further describes Bluewater Power's policies and procedures with respect to the Disconnection process.

1.6.5 Customer's Physical Structures

All civil work for providing distribution Service on private Property must be inspected and accepted by Bluewater Power and the ESA. Based on the ownership demarcation point, construction, repairs and Maintenance of all civil works on private Property owned by the Customer, including transformer vaults, transformer rooms, transformer pads, Cable Chambers, manholes, cable pull rooms, underground conduits, bollards, fences or other structures, shall be the responsibility of the Customer.

Unless there is an Emergency or arrangements have been made for planned work activity, Bluewater Power shall not in any way obstruct, interfere with, or hinder the use of the building's halls, stairs, sidewalks, entranceways, Loading docks, operation system, safety system, security system, utility system, mechanical system, elevator system, or other structural elements and systems of the building.

The Customer is responsible for maintaining conditions of its structural and mechanical facilities located on private Property satisfactory to Bluewater Power.

1.7 Bluewater Power's Distributor Rights

Bluewater Power has the right to enforce this "Conditions of Service" document and amend it as required.

1.7.1 Access to Customer Property

In accordance with Section 40 of the [Electricity Act, 1998](#) and subject to the provisions of Bluewater Power's technical specifications and these Conditions of Service, Bluewater Power may require a Customer or Property owner to grant Bluewater Power with non-exclusive right to access their Property and building for the following purposes:

- i. to install, operate, and Service equipment and cables in electrical rooms and public spaces permitted by the Customer and Property owner;
- ii. to inspect meters, obtain meter readings, or conduct meter changes;
- iii. to operate related Customer's electrical equipment in order to ensure safe working conditions for Bluewater Power's crew;
- iv. to inspect and ensure regulatory compliance as well as compliance with Connection Agreement and other relevant requirements such as Grid Connection requirements; and
- v. to seal any point where a Connection may be made on the line side of the metering equipment.

Bluewater Power will provide identification for Bluewater Power's employees and contractors who require access to the Property and ensure the proper display of identification.

The Customer will provide, free of charge, a convenient and safe place, satisfactory to Bluewater Power, for installing, maintaining and operating its equipment in, on, or about the Customer's Premises. Bluewater Power assumes no risk and will not be liable for damages resulting from the presence of its equipment on the Customer's Premises or approaches thereto, or action, omission or occurrence beyond its control, or negligence of any Persons over whom Bluewater Power has no control.

The Customer shall not use or interfere with the facilities of Bluewater Power except in accordance with a written agreement with Bluewater Power.

1.7.2 Safety

Bluewater Power may refuse to perform work in situations that are considered dangerous based on Bluewater Power's standards and any relevant safety codes.

Bluewater Power's approval of any Customer Equipment is solely for the purposes of Bluewater Power protecting its Distribution System and the Customer is solely responsible for protecting its own Property. Bluewater Power may refuse Service and disconnect the supply of power to the Customer if the Customer does not take such action within a reasonable time.

Bluewater Power reserves the right to disconnect the supply of electricity to a Customer without notice for safety reasons.

[Section 2.2 Disconnection](#) of this document further describes Bluewater Power's policies and procedures with respect to the Disconnection process.

1.7.3 Vegetation Right-of-Way

All Customers must comply with Bluewater Power's latest Clearance Standards. Trees shall be planted at an appropriate distance away from the underground electrical plant. Under normal circumstances, overhead conductors shall not be built over or immediately adjacent to private farmlands. Otherwise, in order to avoid problems during harvest, an agreement with the Property owner shall be obtained to specify the maximum height of trees.

Initial clearing and tree trimming on the Customer's Property shall be done by the Customer according to the requirements of the Electrical Safety Authority.

Subsequent tree trimming and brush removal required on the Customer's Property to protect the Service from damage shall be the responsibility of the Customer and must be completed by either qualified Personnel or with the line isolated and de-energized by Bluewater Power. Bluewater Power will disconnect the power, free of charge during normal business hours, for tree trimming to occur once per year at the request of the Customer.

Connected distribution lines, meters, and equipment of Bluewater Power shall not be obstructed by the Customer's structure, tree, and shrub or landscaping. The Customer shall not interfere with the safe operation of Bluewater Power's facilities or adversely affect compliance with any applicable codes and Regulations.

For any work done outside of Bluewater Power's normal business hours to perform Maintenance on a Customer owned line or transformer station, or to disconnect and reconnect a Service, the Customer will be responsible for all of Bluewater Power's Costs for any work done.

1.7.4 Operating Control

Operational Demarcation Point is the physical location on Customer's Premises up to which a Distributor is responsible for the operational control of the distribution equipment, regardless of the ownership of the equipment.

The operating control of all incoming primary switches, unless agreed to otherwise in a separate Connection Agreement, shall belong to Bluewater Power. Bluewater Power reserves the right to assume operating control of other Customer owned distribution equipment with conditions provided in a separate Connection Agreement.

No Person shall remove, replace, alter, repair, inspect or tamper with Bluewater Power's equipment other than Bluewater Power's employee, agent, or other Person lawfully entitled to do so.

1.7.5 Repairs of Defective Electrical Equipment

Customers will be required to pay the Cost of repairs or replacement of Bluewater Power's equipment that has been damaged or lost by the direct or indirect negligent acts or omissions of the Customer or its agents.

The Customer will be required to repair or replace any equipment owned by the Customer that may affect the integrity or reliability of Bluewater Power's Distribution System. If the Customer does not take such action within a reasonable time, Bluewater Power may disconnect the supply of power to the Customer. Bluewater Power's policies and procedures with respect to the Disconnection process are further described in [Section 2.2 Disconnection](#) of this document.

The Customer shall comply with all applicable Ontario Electrical Safety Code and ensure that equipment is properly identified and connected and will take necessary steps to timely correct any deficiencies. Where applicable, Customer Equipment shall be subject to the reasonable acceptance of Bluewater Power.

1.7.6 Repairs of Customer's Physical Structures

The Maintenance, repair, and replacement of the Customer's civil infrastructure on private Property such as poles, underground conduits, Cable Chambers, cable pull rooms, transformer vaults, and transformer pads are the Customer's responsibility. Bluewater Power would not provide Connection Service and move in Connection Assets unless the infrastructure is in a condition accepted by Bluewater Power's standard and relevant laws, codes, and regulatory requirements.

1.7.7 Bluewater Power's Automatic Reclosing Facilities

The Customer shall be responsible for providing, at their own expense, adequate protective equipment for any electrical apparatus which might be adversely affected by Reclosing Facilities, as well as the equipment that may be required for the proper reconnection of any apparatus or equipment of the Customer without adversely affecting the proper functioning of Bluewater Power's automatic reclosing facilities.

1.7.8 Additional Rights

Bluewater Power shall have the right to transfer arrears for Distribution Services, electricity supplied, or other Services provided by Bluewater Power from one account in a Customer name to any other account in that same Customer name irrespective of Rate classification or whether either account is in the name of another Person in addition to the Customer.

1.8 Disputes

In the event that a dispute occurs, Bluewater Power will follow the terms and conditions outlined in Section 16 of its [Distribution Licence](#) to resolve disputes, which states that:

The Licensee shall:

- a) have a process for resolving disputes with Customers that deals with disputes in a fair, reasonable and timely manner;
- b) publish information which will make its Customers aware of and help them to use its dispute resolution process;
- c) make a copy of the dispute resolution process available for inspection by members of the public at each of the Licensee's Premises during normal business hours;
- d) give or send free of charge a copy of the process to any Person who reasonably requests it; and
- e) subscribe to and refer unresolved complaints to an independent third party complaints resolution Service provider selected by the Board. This condition will become effective on a date to be determined by the Board. The Board will provide reasonable notice to the Licensee of the date this condition becomes effective.

In order to comply with the requirements in its Licence, Bluewater Power provides the following dispute resolution process:

To register a complaint, the Customer, Embedded Generator, Embedded Distributor or Retailer must call or write the staff of the appropriate department of Bluewater Power. The staff will initiate the complaint record which will include:

- i. The name of the complainant;
- ii. The date of the complaint;
- iii. The nature of the complaint;
- iv. The result of the dispute resolution;
- v. The date resolved or referred to the next level.

If the matter is not satisfactorily resolved by the staff within ten business days or a mutually agreed upon time period, the Customer, Embedded Generator, or Retailer may refer the matter to the President of Bluewater Power, who will address the matter in consultation with the applicable staff. The President will complete the complaint record with the following information:

- i. The result of the dispute resolution;
- ii. The date resolved or referred to the independent third party.

In the event that issues cannot be resolved between Bluewater Power and the Customer, complaints can be escalated to a third party complaints resolution Service provider approved by the OEB. Until such time as the OEB approves an independent third party, the OEB will assume this role.

Address: Consumer Relations Centre
Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Telephone: 1-877-632-2727 or 416-314-2455 (Consumer Relations Centre)
Fax: (416) 440-7656

Web Site: www.oeb.ca

The Customer, Embedded Generator, Embedded Distributor or Retailer shall be liable for any and all Costs incurred in either preparing for or presenting their complaint to the independent third party. Bluewater Power shall be responsible for its Costs of preparing and presenting its response to the complainant. The written result of the dispute resolution is to be attached to the complaint record.

The complaint record and any supporting documentation will be kept on file at Bluewater Power.

1.9 Force Majeure

Bluewater Power shall not be liable for any delay or failure of its obligations due to any events or causes beyond the reasonable control of Bluewater Power, including but not limited to: severe weather, flood, fire, lightning, other forces of nature, acts of animals, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority or any combination of these causes (“Force Majeure”).

Neither party shall be held to have committed an event of default in respect of any obligation under the [Distribution System Code](#) if prevented from performing that obligation, in whole or in part, because of a Force Majeure event.

If a Force Majeure Event prevents either party from performing any of its obligations under these Conditions of Service, that party shall:

- i. Promptly notify the other party of the Force Majeure Event and a good faith assessment of the effect that the event will have on the former party’s 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 practical;
- ii. not be entitled to suspend performance of any of its obligations under these Conditions of Service to any greater extent or for any longer time than the Force Majeure Event requires it to do;
- iii. 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;

- iv. keep the other party continually informed of its efforts; and
- v. provide written notice to the other party when it resumes performance of any obligations affected by the Force Majeure Event.

For strikes, lockouts or labour disputes, the requirement that a Party must use its best efforts to remedy the cause of the Force Majeure event, mitigate its effects, and resume full performance under the Embedded Distributor Agreement and the [Distribution System Code](#) shall not apply. Bluewater Power shall be entitled to discharge its obligations to notify its Customers in writing through reliable media such as local newspaper.

Additionally, Bluewater Power is not responsible for variations in voltage from external forces such as operating contingencies, exceptionally high Loads or low voltage supply from Bluewater Power's Transmitter or Host Distributor. Bluewater Power will practice reasonable diligence in maintaining Service.

2 DISTRIBUTION ACTIVITIES (GENERAL)

2.1 Connections

Under the terms of the Ontario Energy Board's [Distribution System Code](#), Section 3.1, Bluewater Power has the obligation to either connect or to make an Offer to Connect to any Customers that lie in its Service Area, unless there are specific circumstances preventing this, as described in Section 2.1.3 Connection Denial.

Well in advance of requesting a new Connection or Service Upgrade, the Customer or its authorized representative, shall consult with Bluewater Power concerning the availability of supply, supply voltage, Service location, metering and any other significant design requirements. This early consultation will allow Bluewater Power to advise the Customer of the process to be followed, the expected timelines, and any specific design requirements. Bluewater Power's Service requirements are separate from and in addition to the Electrical Safety Authority's requirements.

The Customer, or its authorized representative, shall apply for a new or Upgraded electric Service, and any temporary power Service in writing, well in advance of the anticipated construction start date. The application shall include detailed Plans and specifications showing Property lines, building outlines, roadways, curbs, sidewalks, and preferred location(s) for transformation and/or Service entrance (where all Secondary installations will be installed underground). For all Service Connections, the Plans shall include the locations of other existing and proposed underground utilities. The specifications shall indicate the desired in-Service Date, required voltage and a forecast of the expected new or incremental peak Load in kilowatts by year, for 5 years.

The Customer is required to provide Bluewater Power with sufficient lead-time in order to ensure the timely provision of the new or Upgraded Service, or the additional capacity to supply increased Loads, especially if a Distribution System Expansion or Enhancement may

be required. Extended lead times to provide Service may be required if there are special equipment requirements, or equipment delivery problems beyond Bluewater Power's control. In these situations, Bluewater Power shall provide the Customer with the reasons why a Service Connection may be delayed, and shall be released from any liability in respect thereto.

For all new Services, Bluewater Power will designate one Supply Point per Property. This supply could be from a pole, pad-mounted equipment, an underground Cable Chamber or an electrical vault or room. In all cases, the location of the Supply Point is the sole and exclusive decision of Bluewater Power. Failure to consult with Bluewater Power on the location of the Supply Point prior to beginning a Service change may result in the Service Connection having to be relocated at the Customer's expense as well as delays in getting the Service connected.

Where the Customer requests a Service Upgrade or a new Service to a building that has one or more existing Service Connections, Bluewater Power and/or the Electrical Safety Authority may require that all Services be consolidated into a single Service Connection.

Bluewater Power, at its discretion, may require a Customer, Generator or Distributor to enter into a Connection Agreement with Bluewater Power for a new or Upgraded Connection. Such an agreement could include terms and conditions in addition to those expressed in this Conditions of Service document.

2.1.1 Building that Lies Along

Under the terms of the [Distribution System Code](#) and Section 28 of the [Electricity Act](#), 1998, Bluewater Power has an obligation to connect a building or a facility that "Lies Along" its distribution line, provided:

- i. The building can be connected to Bluewater Power's Distribution System without requiring an Expansion or Enhancement;
- ii. The Customer, occupant or other Person in charge of the Property or facility makes a request for Connection in writing; and
- iii. The Service installation meets the conditions listed in Bluewater Power's Conditions of Service.

In these Conditions of Service, "Lies Along" shall be interpreted as a Property that is directly adjacent to or abuts a public Road Allowance, where Bluewater Power has distribution facilities with appropriate voltage and adequate capacity. Bluewater Power's distribution lines adjacent to a Property may not necessarily be suitable to provide Connection to an adjacent Property. In cases where Bluewater Power determines such a Connection is not suitable, Bluewater Power shall endeavour to provide alternate supply options to the Customer.

2.1.1.1 *Connection Charges and Deposits*

Bluewater Power shall recover Costs associated with the installation of Connection Assets via the Connection Charge set out in the Appendix D - Methodology for Standard Fees for

Various Services by Customer Class or through the economic evaluation for Expansions, as applicable.

2.1.2 Expansions/Offer to Connect

When a Customer makes a request for a new Connection or increase in Load and if new Distribution System facilities are required to be constructed or if the capacity of the existing Distribution System needs to be extended or reinforced to supply the new Load or Service, an initial Offer to Connect will be issued to the Customer in accordance with the [Distribution System Code](#) Section 3.2.

2.1.2.1 *Economic Evaluation*

Extending the Distribution System to supply a new Connection or allow for increased Load requires Bluewater Power to make a capital investment. The revenue Generated by the new Load might or might not offset the capital investment and on-going Maintenance Costs of the system Expansion. If the calculated revenue is less than the capital and Maintenance Costs, the Customer is required to pay a capital contribution to match the shortfall.

Bluewater Power will include a preliminary economic evaluation of a Distribution System Expansion with the Offer to Connect provided to the Customer.

The economic evaluation will be done in accordance with the methods provided in the [Distribution System Code](#). The main factors of this evaluation include:

- i. The capital Cost of the new facilities required;
- ii. Average Energy and/or Demand of the forecasted additional Customer Load;
- iii. Current approved distribution Rates;
- iv. Ongoing operating and Maintenance expenditures; and
- v. Interest Rate, tax Rate and approved Rate of return.

The capital Costs of the Expansion will be based on Bluewater Power's current design and construction standards, and may include incremental Costs associated with the utilization of existing spare facilities or equipment.

Bluewater Power will normally require that the Customer provide a Capital Contribution and an Expansion Deposit to guarantee Load requirements from the Customer to ensure that Costs of the system Expansion are recovered as calculated in the economic evaluation.

2.1.2.2 *Offer to Connect*

Bluewater Power will present the Customer with a written "Offer to Connect" within 60 days of receipt of the written request and all required information. If a revised "Offer to Connect" is required due to design changes requested by the Customer, Bluewater Power may charge the Customer for the additional work required.

An Offer to Connect from Bluewater Power will include the following information:

- i. A description of the material and labour required to construct the Expansion;
- ii. The capital contribution Costs (if any) required from the Customer;
- iii. A description and Cost of the Connection charges;
- iv. Whether the Costs quoted constitute a fixed price or they are estimates that would be adjusted on completion to reflect actual Costs incurred;
- v. What portion of the work (if any) for which the Customer may choose to obtain an alternative bid and, if so, the process the Customer shall follow to obtain the alternative bid;
- vi. The security, Load guarantees or other financial arrangements required for the Expansion; and
- vii. Reference to Bluewater Power's Conditions of Service and how the Customer may obtain a copy.

2.1.2.3 Deposit and Capital Contribution

As described in Section 3.2.20 of the [Distribution System Code](#), for Expansions that require a capital contribution, Bluewater Power shall require the Customer to provide an Expansion deposit for up to 100% of the present value of the forecasted revenues. For Expansions that do not require a capital contribution, Bluewater Power may require the Customer to provide an Expansion deposit for up to 100% of the present value of the projected capital Costs and on-going Maintenance Costs of the Expansion project. The sum of the capital contribution and the Expansion deposit represents the estimated value of the total capital investment.

The deposit shall be either a cheque or an irrevocable letter of credit issued by a financial institution acceptable to Bluewater Power, and shall be provided prior to any Expansion work. This security deposit is in addition to any other charges or deposits that may be required by Bluewater Power's Conditions of Service.

Where the Offer to Connect was based on estimated Costs, after completion of the Expansion work the actual Costs and actual Load for the Expansion will be used to adjust the values for the capital contribution, if required. If the actual Costs of the Expansion were less than the estimate, Bluewater Power will refund the difference to the Customer. If the actual Costs were more than the estimate, the Customer will be required to pay the difference.

As described in [Distribution System Code](#) Section 3.2.23, after the facilities are energized, Bluewater Power will thereafter annually return the percentage of the Expansion deposit in proportion to the actual Connections for residential developments. For commercial and industrial developments, Bluewater Power will annually return the percentage of the Expansion deposit in proportion to the actual revenue that materialized in that year, up to a maximum of 20% of the Expansion deposit per year. This annual calculation shall only be done for the duration of the Customer Connection horizon as defined in the [Distribution System Code](#). If at the end of the Customer Connection horizon the forecasted Connections (for residential developments) or forecasted revenue (for commercial and industrial

developments) have not materialized, Bluewater Power will retain the remaining portion of the Expansion deposit.

2.1.2.4 Alternative Bid Work

Where an Offer to Connect has been issued, the Customer has the right to obtain an alternative quote for contestable portions of the work, at its own expense provided all of the following conditions are met:

- i. The project requires a capital contribution from the Customer;
- ii. The construction work does not require contact with or encroachment of the safe limits of approach to existing Bluewater Power facilities; and
- iii. The contestable work must be performed to fully comply with Bluewater Power's design and construction standards.

Contractors shall submit a Contractor Qualification Application and meet Bluewater Power's requirements, in order to be qualified for contestable work. Bluewater Power does not make any representation or warranty regarding the contractor(s) chosen by the Customer, and shall have no liability to the Customer in respect to such work. Bluewater Power reserves the right to inspect and approve all aspects of the constructed facilities prior to connecting the constructed facilities to the existing Distribution System. Any work found to be unsafe, or not in accordance with Bluewater Power's design or construction practices shall be made acceptable to Bluewater Power before Connection.

If the Customer decides to accept a bid for the alternative work from a qualified contractor, the Customer shall accept all the responsibilities and liabilities associated with the work, including administering the contract and acquisition of all required permissions, permits and easements.

The Customer shall pay all Costs incurred by Bluewater Power that are associated with the Customer electing to accept an alternative bid from a qualified contractor, including, but not be limited to, the following:

- i. Any additional design, engineering, or installation of facilities required to complete the project that were made in addition to the original Offer to Connect;
- ii. Inspection and approval of all work performed by the contractor hired by the Customer; and
- iii. Connection of the Expansion work to the existing Bluewater Power Distribution System.

2.1.2.5 Additional Customer

In the event that a non-forecasted Customer is connected to a Distribution System Expansion that was paid for by another Customer within 5 years of the original construction, the non-forecasted Customer shall contribute their share of the original Capital Contribution based on the apportioned benefit for the remaining period. The allocated Costs shall be determined by Bluewater Power, in accordance with the guidelines in Section 3.2.27 of the [Distribution](#)

[System Code](#). The original contributor will be entitled to an equivalent rebate, without interest. No charges or rebates will occur after expiry of the five year Connection horizon.

2.1.3 Connection Denial

Unusual circumstances or conditions may prevent Bluewater Power from being permitted or able to provide the requested Connection. Section 3.1 of the [Distribution System Code](#) provides for the ability of a Distributor to decline to connect a building within its Service territory if the Connection would cause any of the following:

- i. Contravention of the laws of Canada or the Province of Ontario including the Ontario Electrical Safety Code;
- ii. Violation of conditions in a Distributor's licence;
- iii. Pose a materially adverse effect on the reliability or safety of the Distribution System;
- iv. Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the Distribution System;
- v. A material decrease in the efficiency of the Distributor's Distribution System;
- vi. A materially adverse effect on the quality of distribution Services received by an existing Customer;
- vii. If the Person requesting the Connection owes the Distributor or its Agent money for distribution Services, or for non-payment of a security deposit or capital contribution. The Distributor shall give the Person a reasonable opportunity to pay the money owing and/or to provide the security deposit consistent with Sections 2.4.20 and 2.4.20A of the [Distribution System Code](#).

If Bluewater Power declines to connect a building within its Service territory, Bluewater Power shall:

- i. Inform the Customer in writing of the reasons for not connecting;
- ii. If able, provide a remedy that would permit the Connection, through an Offer to Connect; and
- iii. If unable to provide a remedy, inform the Customer that it is their responsibility to do so before a Connection can be made.

2.1.4 Inspections Before Connection

2.1.4.1 *Civil Construction*

All civil installations by the Customer relating to the electrical Service (e.g. Cable Chambers, duct banks, vaults or electrical rooms) shall be constructed in accordance with the Bluewater Power design and construction standards. All underground civil installations relating to the electrical Service shall only be backfilled after being inspected by and receiving approval from a Bluewater Power representative. The Customer shall call for a Bluewater Power site inspection a minimum of two working days in advance of any related excavation or backfilling. Installations backfilled without approval shall be re-excavated to allow inspection. Any defects

in construction found shall be corrected at the Customer's expense prior to receiving Bluewater Power approval to backfill.

2.1.4.2 *Electrical Installations*

The equipment, materials and workmanship of any electrical installation that will be connected to Bluewater Power's Distribution System are subject to Bluewater Power's inspection and approval. All Customer electrical installations shall also be inspected and approved by the Electrical Safety Authority (ESA).

Bluewater Power requires a Connection Authorization from ESA prior to energizing a Customer's Service. Services that have been altered, rearranged or upgraded require a new Connection Authorization.

2.1.5 Relocation of Plant

If requested to relocate portions of the distribution plant, Bluewater Power will abide by Ontario laws including the [Public Service Works on Highways Act](#), and any prior agreements between affected parties. In the absence of an existing agreement, Bluewater Power is not obligated to relocate its facilities, but will offer a fair and reasonable resolution, if possible.

In general, requests for relocation or conversion from overhead to underground of Bluewater Power's plant or equipment will be charged on a full Cost recovery basis for all of the Costs incurred by Bluewater Power to make the relocation, including administration and overheads. The party wishing relocation of Bluewater Power's plant or equipment shall provide a written request to Bluewater Power. Bluewater Power will investigate and provide a Cost estimate. No relocation work will be started until the requestor provides a form of payment acceptable to Bluewater Power in advance. Any further changes requested during the design or construction process will normally require additional payments. Where such relocations of Bluewater Power plant will require replacement facilities on lands not owned by the requestor, it shall be the responsibility of the requestor to complete negotiations with the landowner over whose lands the new facilities reside, to the satisfaction of Bluewater Power.

Any party who is found to have encroached on the safe working clearances required by Bluewater Power around distribution plant shall either remove the encroachment or pay for the full Cost of relocating the affected plant.

Normally, upon relocating the plant, Bluewater Power will construct plant in new location to the current Bluewater Power standards that perform the same function as the plant that is being replaced. If Bluewater Power, at its discretion, makes modifications or Enhancements to its Distribution System as part of the relocation work, the differential in Cost will be borne by Bluewater Power.

If the plant is to be relocated onto private Property, the requestor shall provide suitable Property rights, such as easements, as required by Bluewater Power.

2.1.6 Easements

To maintain the reliability, integrity and efficiency of the Distribution System, Bluewater Power has the right to locate supply facilities on private Property, and to have easements registered against the title to the Property. Easements may be required whenever Bluewater Power's plant is to be located on or above private Property, and may be used to serve a n y adjacent Property. Easements may also be required where Bluewater Power is required to gain access to one or more Service location from adjacent properties.

Details of any easements required will be provided when the Customer applies for Service. The Customer shall at its own expense provide a reference plan satisfactory to Bluewater Power, and reimburse Bluewater Power for all Costs related to preparing and registering such easements. The width and extent of the easements required shall be determined by Bluewater Power. Bluewater Power shall not energize the Service until the required easement has been registered against the Property title.

Any existing unregistered easements used and required by Bluewater Power shall continue, subject to the rights of Bluewater Power and the landowner in Section 43.1 of the [Electricity Act](#), 1998 and Section 91 of the [Municipal Act](#).

In performing the duties and obligations of its distribution license, Bluewater Power has the right to exercise its powers of entry under Section 40 of the [Electricity Act](#), 1998. As such, Bluewater Power requires unimpeded access to a Customer's Premises at all reasonable times to inspect, repair, maintain or replace metering or distribution equipment. Customers shall also provide sufficient access and clearance to permit Bluewater Power to safely and efficiently Service its equipment.

When access to its electrical equipment is impeded, Bluewater Power shall not be held liable for damages to the Customer's Property or building inadvertently caused while obtaining safe access to metering or distribution equipment. Bluewater Power shall not be responsible for any damage to Customer-owned landscaping, structures or equipment located on the easement or within the equipment access clearance space. Bluewater Power will provide only soil, sod, gravel or asphalt repairs as surface restoration following any repairs or Maintenance.

Specifically for pad-mounted equipment, clearance of at least 1.5 metres is required around all sides of the concrete pad, and clearance of at least 3.0 metres is required on any side with an access door. A clear path is required to provide access to the equipment. The Customer shall ensure that no obstructions such as shrubs, sheds, or equipment are allowed to encroach on these areas. The grade surrounding concrete pads must be maintained at least 10cm below the pad, and sloped so that water does not collect around the pad.

Where a Customer has allowed an obstruction (e.g. landscaping, shed, deck or patio) that impedes access to their underground Secondary Service cable, they shall agree to pay all Costs to remove the obstruction or relocate the Service cable before Bluewater Power will begin repairs.

When a Customer's Service entrance is located more than 100 metres from the Right-of-Way, the Customer may elect to transfer the ownership and future Maintenance of their primary overhead Service line to Bluewater Power. In these cases, the Customer shall be responsible for maintaining and clearing an all-weather roadway along the length of the line for vehicle access for repairs or Maintenance.

2.1.7 Contracts

Generators and Customers with Customer-owned substations are required to sign a Connection Agreement in a form acceptable to Bluewater Power prior to their Service Connection. Bluewater Power reserves the right to require any other Customers to also sign Connection Agreements, including Customers with existing Services. Connection Agreements will typically include the demarcation boundaries and responsibilities for the ownership, operation and Maintenance of equipment at the Customer's location.

Section 3 of these Conditions of Service, Distribution Activities (Customer Specific), indicates the other types of contracts that Bluewater Power may require Customers to enter into.

All the terms given in the [Electricity Act](#), 1998, the [Distribution Systems Code](#), and conditions approved or filed with the Ontario Energy Board, including these Conditions of Service and the applicable Bluewater Power Rate order shall apply unless specifically noted otherwise in the contract or Connection Agreement.

Applications for Service and Connection Agreements are not transferable.

2.1.7.1 *Standard Form of Contract*

All Primary Service Customers, developers and Generators are required to execute an Installation and Maintenance Agreement upon application for Service Connection.

If the Generator is not also the Property owner, the Property owner shall execute an Electrical Operating and Maintenance Agreement for the main electrical Service to the Property as a condition for continued Service to the tenant Generation Facility.

2.1.7.2 *Implied Contract*

In the absence of a signed contract or Connection Agreement, Bluewater Power has an implied contract with all Customers connected to its Distribution System. The terms of this contract are given in the [Electricity Act](#), 1998, the [Distribution Systems Code](#), and conditions approved or filed with the Ontario Energy Board, including these Conditions of Service and the applicable Bluewater Power Rate order. The use of Bluewater Power's Distribution System by any Person or Persons constitutes acceptance of such a binding contract, including liability for payment for all Services and Energy received. That contract can be enforced in accordance with the laws of the Province of Ontario against the Person or Persons, their heirs, administrators, successors and assigns.

2.1.7.3 *Opening and Closing of Accounts*

A Property owner or occupant wishing to become a Bluewater Power Customer shall complete an application for Service, and pay any required security deposit as outlined in Section 2.4.3 Deposits. Connection charges may also be payable by the prospective Customer. For corporations, proof of identity of the authorized signing officer(s) will be required, and information as to the status of the corporation may also be required. Bluewater Power will require two pieces of satisfactory Personal identification, at least one of which shall contain a photograph of the individual.

Bluewater Power will not open a Customer account on the request of a third party until the prospective Customer has confirmed their approval to Bluewater Power. A solicitor or Person with Power of Attorney can agree to open an account on behalf of a prospective Customer.

Where a tenant requests a final read because they are moving out of a Premise and a new tenant fails to request Service, the account shall only be automatically put back in the landlord's name if Bluewater Power has received written approval from the landlord.

A Customer who wishes to close their account shall notify Bluewater Power at least five working days prior to the desired account closing date. If less than 5 working days' notice is given, the account closing date may be delayed. The Customer shall be responsible for all account charges until the date that the account is closed.

Both the Property owner and the occupant are responsible for notifying Bluewater Power of any change in ownership and/or occupancy of a building.

When a General Service or Residential location is not being occupied, the account must either be put into the owner's name or the meter will be removed. If an owner would like the Property to be put back into their name, they must sign the Landlord Agreement Form. If Service is put back into their name, the owner will continue to receive a bill including the monthly Service charge as well as any consumption.

If the owner does not want the Service put back in their name, a full Disconnection must be performed. Bluewater Power will not be liable for any damages arising from a Service Disconnection. At the point of reconnection there will be fee, and if the Service is disconnected for greater than six months, an Electrical Inspection shall be required at the expense of the owner.

Bluewater Power may refuse an owner's request to terminate the supply of electricity to the owner's building or portion thereof when there are occupant(s) in the building, for example, during certain periods of the winter.

When a customer moves to a different location within Bluewater Power's service territory, any final bill credits or charges will be transferred to the new account. If a new account is not established, and Bluewater Power is notified of a new address for the customer, any final bill credits will be issued in the form of a cheque. If the amount of the credit is equal to or less

than \$5.00 and a new account cannot be located to transfer the amount to, the amount will be written off and no cheque will be issued to the customer.

2.2 Disconnection

Bluewater Power has the right to disconnect a Customer's Service for reasons including:

- i. Contravention of the laws of Canada or the Province of Ontario;
- ii. Material adverse effects on the reliability, safety, or efficiency of the Distribution System or other Customers connected to the Distribution System;
- iii. A hazardous condition as determined by Bluewater Power or the Electrical Safety Authority;
- iv. When so directed by legal public safety authorities such as police or fire officials, or in accordance with a court order;
- v. The Customer's obstruction of Bluewater Power's planned inspections and Maintenance on its equipment in a timely manner;
- vi. Overdue amounts payable to Bluewater Power for the distribution or retailing of electricity service charges or for non payment of security deposits;
- vii. Where no customer accepts responsibility for the account;
- viii. Energy Diversion, meter tampering or other related fraud;
- ix. Failure of a Customer to comply with a Bluewater Power directive that is essential for Bluewater Power in order to meet the obligations of its Distribution License or any other legal obligations;
- x. A breach of any other condition documented in BPDC's Conditions of Service document that is generally consistent with the goals delineated in the [Electricity Act, 1998](#); and
- xi. Distributor does not intend it to serve.

If a hazardous condition is found in a Customer's Service equipment, Bluewater Power will notify the Customer in writing to rectify the condition forthwith or face Disconnection. Bluewater Power may also advise the Electrical Safety Authority, the Ontario Fire Marshall office or other public safety authority to investigate the hazardous condition, as conditions warrant. If the Customer does not make satisfactory arrangements to remedy the condition within seven calendar days after the disconnect notice has been delivered, Bluewater Power may disconnect the Service until arrangements satisfactory to Bluewater Power have been made.

Bluewater Power will take steps to collect the full amount of a past due electricity bill. If the bill is not paid by the due date, and the Customer has not made arrangements to pay that are satisfactory to Bluewater Power, collection processes will be implemented to collect the full amount of the bill. These collection processes and timelines will be in accordance with any relevant OEB Codes and Guidelines and may result in disconnection of service.

As provided in the [Electricity Act, 1998](#), Section 31, if the bill is still unpaid after a disconnect notice has been delivered to the Customer, Bluewater Power may disconnect the Service until

the Customer makes payment arrangements satisfactory to Bluewater Power. Disconnection of Service does not relieve the Customer of the liability for arrears and other applicable charges. Notwithstanding the above, Bluewater Power shall not shut off the supply of electricity to a Property for non-payment:

- i. During such periods as may be prescribed by Regulations under the [Electricity Act, 1998](#);
- ii. If a residential Customer has provided Bluewater Power with documentation from a physician confirming that Disconnection poses a risk of significant adverse effects on the physical health of the Customer or a dependent until 60 days from the date the disconnect notice was delivered.

2.2.1 Customer Requested Disconnection

Customers are encouraged to maintain their own electricity Service on a regular basis to reduce the chance of unexpected power interruptions. A written request for Isolation shall be made to Bluewater Power with at least ten working days' notice stating the purpose of the Isolation, and the dates and times the Service is to be isolated and restored.

Residential Customers are entitled to one annual Isolation/restoration Service for the following work during Bluewater Power's regular business hours, at no Cost;

- i. tree trimming;
- ii. upgrading a meter base only;
- iii. installation of siding;
- iv. a defect found by ESA;
- v. electrical panel Upgrade only (to a maximum of 200 amp);
- vi. stack and weather head change;
- vii. painting; and
- viii. brick pointing.

Customers requesting Isolation/restoration Service for other purposes, or outside of Bluewater Power's regular business hours, or within the same calendar year will be advised of the Cost.

Bluewater Power cannot guarantee a crew will be available to restore the Service at a particular time. Their availability may depend on weather conditions, Distribution System operating conditions or other urgent work.

2.2.2 Reconnection

Electrical Services that have been disconnected for over six months shall be inspected by the Electrical Safety Authority at the Customer's expense prior to reconnection.

An electrical Service that has been disconnected in response to bypassing or tampering with a meter shall not be reconnected until the Customers' electrical system has been inspected by the Electrical Safety Authority at the Customer's expense.

The customer or responsible delegate must attend at the premise when service is restored.

2.3 Conveyance of Electricity

2.3.1 Limitations on the Guarantee of Supply

Bluewater Power will use reasonable diligence to maintain an uninterrupted supply of electrical Energy, but cannot and does not guarantee a constant supply of power or assure that voltages and frequency will be unvaried. Bluewater Power shall not be liable for any damages of any kind due to interruptions or variations of supply.

Electricity Consumers should assess their need for back-up or standby facilities, and any protective equipment for their Loads to minimize the effect of momentary power interruptions, loss of single phases, voltage disturbances or harmonics.

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

During both Emergency response and regular construction and Maintenance activities, Bluewater Power will necessarily interrupt the power supply to Consumers on occasion. Power interruptions initiated by Bluewater Power shall be based on reasonable considerations, including public and worker safety, and minimizing the inconvenience or disruption to Customers.

In performing the duties and obligations of its distribution license, Bluewater Power has the right to exercise its powers of entry under Section 40 of the [Electricity Act](#), 1998.

2.3.1.1 Indemnity and Liability

Bluewater Power shall not be liable for damages to the Consumer's equipment by a lack of constant power supply or unvaried voltages and frequency however caused. Bluewater Power is not responsible for any business interruption losses, loss of profits or revenues, loss of contract, loss of goodwill, or for 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.

Bluewater Power shall not be responsible for factors beyond its reasonable control including, without limitation, exceptionally high Loads, low voltage supply from the transmitter or Generator(s), equipment failure, earthquake, severe weather, flood, fire, lightning, other forces of nature, acts of animals, pandemic, epidemic, quarantine restriction, war, sabotage, terrorism, vandalism, insurrection, riot, civil disturbance, strike, third party accident, restraint by court or

public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes (“Force Majeure”).

2.3.2 Power Quality

Power quality generally means the consistency in frequency, voltage and waveform of the electrical supply within established boundaries. Bluewater Power will follow relevant industry standards and Good Utility Practices to maintain appropriate power quality, but cannot guarantee control of variations in power quality.

2.3.2.1 *Power Quality Investigations*

Bluewater Power will respond to all power quality concerns and investigate the condition of the power supply at Customers’ Service entrances. Where industry standards for power quality are not met, Bluewater Power will recommend and/or take appropriate measures to resolve the problems.

If a power quality problem is found to originate from a Customer’s equipment, Bluewater Power will direct that Customer to remove the source of the disturbance at their own Cost, and Bluewater Power may seek reimbursement from that Customer for the Costs incurred in the investigation.

If the power quality problem is found to originate from another Distributor, Generator or Transmitter, Bluewater Power will advise that entity, and other authorities as required, to request their assistance in resolving the issue.

2.3.2.2 *Obligation to Assist in the Investigation*

When requested by Bluewater Power, all Customers are obligated to assist in a power quality investigation by providing required equipment information, equipment operating practices, relevant recorded data and necessary access for the monitoring of equipment. Bluewater Power may need to install recording devices on Customer’s Premises for extended periods of time to detect intermittent power quality problems.

2.3.2.3 *Timely Correction of Deficiencies*

If a Customer causing a power quality issue does not resolve it in a reasonable time, and if other Customers or the general public are adversely affected, Bluewater Power may disconnect the Service until the power quality issue is resolved, in accordance with Section 4.1.8 of the [Distribution System Code](#). As a general principle, no electrical equipment that causes an undesirable disturbance on the Distribution System shall be allowed to remain connected.

2.3.2.4 *Farm Stray Voltage*

Customers who suspect high levels of stray voltage, or “tingle voltage”, on farms, should request Bluewater Power’s assistance in an investigation.

2.3.2.5 *Prevention of Voltage Distortion on Distribution*

Customers shall proactively ensure that their electrical equipment does not adversely affect the Distribution System. Customers with non-linear Loads or Generators shall apply appropriate corrective measures, such as installing proper filtering, Isolation or grounding, at the time of initial installation to maintain the power quality within acceptable limits.

2.3.2.6 *Motor Starting*

Customers with large electric motors may experience voltage sag, circuit interruptions or voltage flicker on other sensitive Loads in their Premises. In these cases, they may need to apply appropriate corrective measures, such as reduced voltage starting, filtering or Isolation.

2.3.2.7 *Phase Balance*

Customers with three-phase Services shall ensure their Load is balanced within fifteen percent on each phase, unless otherwise approved by Bluewater Power.

2.3.2.8 *Ground Fault Detection on Delta Services*

Customers with 3-phase, 3-wire, delta Services shall install and maintain ground fault detection and indication facilities on the Load side of each revenue meter in their Premises. This is essential to prevent ground faults within a Customer’s Service from adversely affecting other Customers supplied by the same distribution circuit.

2.3.2.9 *Interruption Notification*

When practicable to do so, Bluewater Power will provide advance notice of planned power interruptions. This notice could be in Person, by mail, by telephone, or by public broadcast. Bluewater Power will follow the OEB regulatory provisions in the [Distribution System Code](#) for notice of planned interruptions to Generators. Planned interruption times may change due to inclement weather or other unforeseen circumstances. Bluewater Power shall not be liable for failure to provide notice of planned power interruptions or for changes to the schedule for planned power interruptions.

Bluewater Power will interrupt power without notification due to power supply shortages, public or Distribution System emergencies, to make urgent repairs to power equipment, to

correct a hazardous situation, or to prevent or minimize harm to Persons, Property or equipment.

2.3.2.10 Notification to Customers on Life Support

Consumers who depend on life support equipment must provide their own facilities and Plans for an uninterrupted source of power. Bluewater Power will endeavor to provide advance notice of planned power interruptions to Customers who have provided current contact information to Bluewater Power, but will not be liable for any failures to do so.

2.3.2.11 Emergency Trouble Service (Trouble Calls)

When their power is interrupted, Customers should first verify that the problem is not a result of blown fuses or opened Circuit Breakers within their own Premises. Tenants should contact their landlord or building management. If their incoming Service supply appears to be normal, Customers owning their own building should contact a licenced electrician to investigate and repair their internal wiring. If the incoming Service appears to be interrupted, Customers should immediately report these conditions, and any other relevant information such as overhead wires down, broken poles or tree limbs on wires, through Bluewater Power's Power telephone number (refer to Section 1.5 Contact Information).

Bluewater Power is accessible by telephone 24 hours a day, and has resources available to provide Emergency Services to Customers.

2.3.2.12 Outage Reporting

During an outage, Bluewater Power provides updated information to Customers on its telephone line, website as well as on its social media accounts (given in Section 1.5 Contact Information). Bluewater Power may also issue news releases about larger outages to advise the general public via local news media outlets. Local media Personnel can obtain outage information from Bluewater Power 24 hours a day through established communications processes.

2.3.3 Electrical Disturbances

Bluewater Power will endeavour to maintain the nominal voltage at a Customer's Service entrance within the ranges given in the CSA Standard [CAN3-235-83](#). However, variations in voltage due to daily Load changes and transient voltage excursions caused by switching and faults are normal on all public Distribution Systems.

Customers requiring an electrical supply protected from voltage harmonics, spikes, sags or noise shall install power conditioning equipment that meets their needs at their own Cost.

Customers are responsible to ensure that their equipment does not cause any voltage disturbances that might adversely affect other Customers. Customers planning the installation of equipment that is prone to causing electrical disturbances, such as large motors, welders and variable speed drives, shall consult qualified electrical engineers or contractors to ensure their equipment will not cause harm to other Customers.

2.3.3.1 Radio Frequency Interference (RFI)

Customer equipment, including radios, televisions or other electronic equipment, may sometimes be affected by radio frequency interference. This interference can be Generated by many different sources, including some power distribution equipment.

Bluewater Power can advise Customers on how to determine if the source of the interference is within their own Premises. If a Customer continues to believe that the interference is due to the Distribution System, Bluewater Power will assist to determine the cause. If the source of the interference is Bluewater Power's equipment, Bluewater Power will take steps to mitigate the interference. If the source of the interference is found to be the Customer's equipment, a Service charge for the investigation may apply.

2.3.3.2 Electromagnetic Fields (EMF)

All current carrying conductors Generate magnetic fields, and all energized conductors Generate electric fields. Some types of electronic equipment may be affected by electric or magnetic fields that are produced by conductors that are in close proximity. In such cases, simply moving the equipment a short distance away may eliminate the problem. Bluewater Power can advise Customers on how to determine the location of the interference. If a Customer believes that the EMF interference is due to the Distribution System, Bluewater Power will attempt to determine the source of the interference. If the source of the interference is Bluewater Power's equipment, Bluewater Power will take steps to mitigate the interference. If the source of the interference is found to be the Customer's equipment, a Service charge for the investigation may apply.

2.3.4 Standard Voltage Offerings

Bluewater Power offers a number of available Secondary Service voltages. Some voltages are not available in some areas.

Primary Service Voltages:

27.6/16 kV, 3 phase, 4 wire	City of Sarnia, Pt. Edward, Petrolia and Watford
8.32/4.8 kV, 3 phase, 4 wire*	City of Sarnia, Oil Springs and Alvinston
4.16/2.4 kV, 3 phase, 4 wire*	City of Sarnia (West of Murphy Rd. only), Petrolia, Watford and Pt. Edward

* [Restrictions or limits]

1. Maximum up to 500 kVA capacity for 8.32 and 4.16 kV circuits will only be allowed in areas where the Distribution System can accommodate the proposed Service. Contact Bluewater Power to discuss your requirements.

2. Maximum of 1,500 kVA where 27.6 kV is available

Secondary Service Voltages:

Single Phase*	120/240 V
3 Phase, 4 wire*	120/208 V 347/600 V

*Restrictions or limits - The City of Sarnia (Downtown Core) is served by a 120/208 Vac network. No other Secondary Service voltages are available in this area.

2.3.5 Service Entrance Voltage

Bluewater Power will endeavour to maintain the nominal voltage at a Customer's Service entrance within a range of $\pm 5\%$ of nominal voltage, in accordance with CSA Standard - [CAN3-235-83](#) (R2010).

If a Customer experiences voltages higher or lower than expected, they should report to Bluewater Power as soon as possible. Bluewater Power's response will depend on factors such as the location and nature of the circuit involved, and the extent to which the voltage limits are exceeded. When voltages exceed the Normal limits but are within the Extreme limits, Bluewater Power will make improvements on a planned basis. When voltages exceed the Extreme limits, Bluewater Power will take corrective action on an Emergency basis.

Customers shall ensure that the voltage rating for their equipment matches with the Service voltage supplied by Bluewater Power.

2.3.6 Back-up Generators

Customers with Emergency Generators, whether temporarily or permanently connected, shall comply with the provisions of the Ontario Electrical Safety Code. Customers shall ensure that their Emergency Generators cannot feed onto the Bluewater Power Distribution System under any operating circumstances. Due to the possible risks, where Bluewater Power believes an Emergency Generator may be connected at a Customer's Service without appropriate back-feed protection, Bluewater Power will take all steps necessary under the circumstances for the protection of public and worker safety. This may include disconnecting the Service until the required protections are shown to be installed and effective.

Customers with permanently connected Emergency generation equipment shall notify Bluewater Power regarding the presence of such equipment, and shall provide proof of inspection by the Electrical Safety Authority.

The requirements for Customers with permanent embedded generation used for sale of electricity through the Distribution System and/or Load Displacement are given in the Customer Specific requirements Section 3.6 Embedded Generation.

2.3.7 Metering

2.3.7.1 *General*

Bluewater Power has an obligation to provide, install, and maintain metering equipment used for billing and retail settlements for all Customers connected to the Distribution System in accordance with the [Distribution System Code](#) and Measurement Canada requirements. The type of metering available to each Customer Rate class, and the charges for each, are listed later in the Customer Specific sections of these Conditions of Supply.

To allow Bluewater Power to fulfill its metering obligations, the Customer shall:

- i. Provide Bluewater Power a safe working space for the installation of metering equipment without charge, as described in Bluewater Power design and construction standards;
- ii. Not allow storage of materials or equipment in the space needed to access the metering equipment;
- iii. Ensure other building equipment or Services including natural gas, water or telecommunications equipment does not intrude into the safe working space for the metering equipment;
- iv. Allow Bluewater Power staff, or its authorized agents, access to the Customer's Premises at all reasonable times to read, inspect, maintain or repair the metering equipment;
- v. Not tamper or interfere with Bluewater Power's metering equipment; and
- vi. Take reasonable care to protect Bluewater Power's metering equipment from loss or damage. The Customer will be charged for the labour and materials Costs of metering equipment that must be replaced due to loss or damage. In areas subject to vandalism,

the Customer shall be responsible for providing suitable protection for the metering equipment.

Normally only one Service is permitted per Property, but multiple meters may be installed on a Service where multiple municipal addresses exist, with one meter per unit. Where multiple meters are to be installed, Bluewater Power may require that the meters be grouped together in one or more common location. All new Multi-Unit Commercial buildings, Apartment Buildings and Condominiums are required to have individual meters for each occupant in accordance with Ontario Energy Board requirements.

Where the Customer installation requires bi-directional metering (example for generation Connections) the additional Cost of the metering may be charged as an additional fee.

2.3.7.2 Metering Equipment Requirements

Meter rooms shall be readily accessible via an outside door or from a public area. Where this is not possible and as approved by Bluewater Power, the Customer shall be responsible for providing access by keying all locks to Bluewater Power specifications.

No meters or metering equipment shall be permitted to be installed inside a hazardous location. A hazardous location is defined as any location classified as such under the Ontario Electrical Safety Code or where Bluewater Power employees could be at risk from moving machinery, equipment, or excessive dust, fumes, noise, heat, cold or moisture.

Where excessive vibration may affect or damage the metering equipment, the Customer shall provide and install an adequate vibration absorbing mounting satisfactory to Bluewater Power.

Customers shall provide a safe working space of not less than 1 metre in front of the metering equipment location from the floor to the ceiling. A minimum clear floor to ceiling height of 2.5 metres, and lighting to a minimum of 25 foot candles shall also be provided.

Meters shall be mounted at a height of 1.7 metres (+/- 100 mm) measured from the center of the meter to finished grade in the immediate area of the meter.

Most Customer Services will have Secondary metering equipment located on the Load side of the step down transformer. Some Rate classes of Customers may be required to install primary metering as described in the Customer Specific requirements in Section 3.

For Services greater than 200 A, the Customer shall provide a metering equipment cabinet, clear space to mount it and conduit to the Service entrance switchgear at their own expense. The cabinet shall be mounted with the bottom at least 1.2 metres above the floor and the top of the cabinet no higher than 2.0 metres above the floor.

Customer shall not connect any other devices to the Bluewater Power metering equipment or Connections. Any Customer-owned metering or Load monitoring equipment shall be connected to the Load side of Bluewater Power's metering equipment

Where a current transformer box is required, the Customer shall provide a CSA approved box of a size and type as stipulated by Bluewater Power which includes a provision for padlocking. A removable plate shall be provided in the box for mounting the current transformers and Connections. A single enclosure combining the current transformer box and meter may be acceptable, as determined by Bluewater Power.

Conductors shall enter and exit the current transformer box at the top and bottom. If this is not feasible, the next largest current transformer box must be used to enable conductors to be trained without exceeding the minimum cable bending radii. Where parallel conductors are used, the sum of the conductors will determine the size of the current transformer box to use. Cable termination lugs for primary current transformer cables will be provided by Bluewater Power. Electrical Services that require current transformers and the neutral for metering, an isolated neutral block shall be provided in the current transformer box.

In cases where the current transformers only meter the house Load or fire pump portion of a metal-enclosed switchgear, a separate disconnect switch shall be installed ahead of the metering compartment so that that Service can be de-energized without any interruption to the main Service supply. Only one house Load meter will be allowed per Service with prior approval from Bluewater Power.

2.3.7.3 Interval Metering

The [Distribution System Code](#) requires Customers of specific Load levels to be metered with pulse-recording meters, or Interval Meters, which are interrogated remotely:

- i. Any existing Customers with an average monthly peak Demand of over 1 MW during a calendar year require a MIST (Meter Inside the Settlement Time Frame) Interval Meter.
- ii. All new Customers with a projected average monthly peak Demand of greater than 50kW during a calendar year require a MIST Interval Meter. Where Demand figures provided by the Customer appear inaccurate, Bluewater Power shall investigate if the Demand is more likely than not to exceed 50KW, as determined at the sole discretion of Bluewater Power.
- iii. By August 21, 2020, Bluewater Power is required to install a MIST meter on any existing installation that has a monthly average peak Demand during the year of over 50 kW.

Bluewater Power, at its sole discretion, may also require Interval Metering on any Customer based on the Customer's Load characteristics.

Bluewater Power shall install an Interval Meter for any Customer that makes a written request, provided the Customer compensates Bluewater Power for the full incremental capital and operating Costs associated with that Meter Installation. Once an Interval Meter so requested has been installed and commissioned, the Customer will not be changed back to a non-Interval

Meter for a period of one year. Bluewater Power shall determine whether the meter will be a MIST or a MOST (Meter Outside the Settlement Time Frame) Interval Meter.

Where pulse metering exists, and when the full incremental Cost is paid for by the Customer, Bluewater Power will provide duplicate meter pulses to allow the Customer to monitor and control their Loads.

2.3.7.4 Interval Metering Communications

When Bluewater Power determines that a phone line is required for remote interrogation of a meter, the Customer shall facilitate the provision of a dedicated telephone line in the metering cabinet.

At its sole discretion, for metering installations where loss of metering data would cause a substantial impact on the settlement system and other Customers, Bluewater Power may require the phone line to be dedicated for metering purposes only. When such dedicated phone lines are required, phone lines must be installed and functioning prior to the new Service being energized. A dedicated phone line is a voice quality telephone line, which is active 24 hours per day to the metering location extension jack, which is mounted on the metering Board.

When the metering equipment relies on radio communications, the Customer shall facilitate the provision of a suitable location for an external antenna. Bluewater Power shall install the antenna and the associated wiring.

2.3.7.5 Smart Meters

The Ontario Government has mandated the installation of Smart Meters as a replacement to old metering technology. Bluewater Power will install Smart Meters in accordance with Regulations and policies set out by Government authorities.

Residential and small General Service Customers, who are billed on an Energy-only basis, will be provided with a Smart Meter. Smart Metering requirements for Large General Service Customers will be determined by Bluewater Power in coordination with any government Regulations.

2.3.7.6 Meter Reading

Bluewater Power endeavours to obtain actual meter readings over ninety-eight percent of the time. Where Bluewater Power has been unable to access a meter to obtain an actual reading, the bill will be based on an estimated reading derived from historical records, other Customers with similar usage patterns, adjustments to account for weather, and allowing for the uncertainty of electricity consumption.

Demand shall only be estimated after normal practices for obtaining a reading have been unsuccessful. When a Demand reading cannot be obtained, it shall be estimated based on Demand history, weather, seasonality and change in use.

Metering data collected by Bluewater Power shall be subjected to a Validating, Estimating, and Editing (VEE) process as required by the [Distribution System Code](#).

2.3.7.7 *Final Meter Reading*

Customers shall provide as much advance notice to Bluewater Power as possible when a Service is to be discontinued or transferred to enable Bluewater Power to obtain a final meter read as close to the requested date as possible.

Final meter reads for purposes of transferring Property ownership or tenancy shall be in accordance with Bluewater Power's normal billing policies. If a final meter reading is not available, the final bill shall be based on an estimated Demand and/or Energy for electricity used since the last meter reading.

Where Smart Meters are installed, the final reading normally can be obtained by remote interrogation. If the final read cannot be obtained by remote interrogation, an estimate of consumption will be made based on available meter reading data.

Final meter reads for the purpose of performing a Service transfer from one Retailer to another shall be done in accordance with the [Retail Settlement Code](#).

2.3.7.8 *Faulty Registration of Meters*

The accuracy of electricity revenue metering is under the jurisdiction and oversight of Measurement Canada. Bluewater Power's revenue meters are required to comply with the accuracy specifications and testing requirements established by Regulations under the [Federal Electricity and Gas Inspection Act](#).

In the rare event of a meter being found to be inaccurate, Bluewater Power will determine the correction factors based on the specific cause of the metering error and the Customer's electricity usage history. The Customer shall pay for, or be credited with, an adjustment to account for the Cost of the actual electricity supplied.

If the measurement error was caused by incorrect meter or auxiliary metering equipment Connections, or incorrect meter multipliers used in the bill calculation, the billing correction will apply for the duration of the error. Bluewater Power will calculate the adjustment for that period in accordance with Regulations.

The maximum periods of adjustment for over billing and under billing are specified in the latest revisions of the applicable Regulations and codes. When a billing error has resulted in over billing the Customer shall be refunded the adjustment for a period of up to two years,

starting from the point that can be factually identified or reasonably proven when the error began. The refund shall be by either a credit to the Customer's account or by cheque, in accordance with Sections 7.7.1 and 7.7.2 of the [Retail Settlement Code](#). If there are outstanding arrears on the account, Bluewater Power will apply the refund to the arrears first.

When a billing error has resulted in under billing, the Customer will normally be charged for the adjustment calculated for a period of up to two years, starting from the point that can be factually identified or reasonably proven when the error began. In proven cases of wilful damage or Energy Diversion, the adjustment will be calculated for the duration of the defect.

In the case of under billing, the Customer may be permitted to pay the adjustment over a period of time mutually agreed by both Bluewater Power and the Customer, but no longer than the duration of the error and no less than ten months for Low-Income Customers. In cases of overbilling, Bluewater Power shall refund the amount owed to the Customer upon the completion of the investigation and over a period of time mutually agreed by both Bluewater Power and the Customer, but no longer than the duration of the error.

Bluewater Power will not normally charge interest on amounts owing due to billing errors, provided that the Customer was not aware of the defect and has not tampered with or damaged Bluewater Power metering installations. In proven cases of wilful damage or Energy Diversion, the interest charge will be at the discretion of Bluewater Power, and in accordance with Section 7.7.9 of the [Retail Settlement Code](#).

When Measurement Canada is involved in investigating a metering error, they will act as the arbitrator and will determine and/or approve the required adjustment.

Billing corrections shall be calculated using the actual Rates in place at the time of the error.

Reference [Appendix J - Metering Policy](#)

2.3.7.9 Meter Dispute Testing

Bluewater Power will attempt to resolve concerns from Customers about suspected or actual metering errors. Bluewater Power will conduct an investigation to verify the accuracy of any meter the Customer believes to be recording incorrectly. Most metering accuracy concerns can be resolved in this manner.

If the internal investigation does not resolve the concern, either the Customer or Bluewater Power may request that Measurement Canada test the meter. If the test indicates that the meter is not accurate, the Customer's billing will be adjusted, and Bluewater Power shall pay for the meter dispute testing. If the test indicates that the meter is registering accurately, the Customer shall be charged for the meter dispute testing.

2.4 Tariffs and Charges

2.4.1 Service Connections

With the exception of the basic Service, defined below, Service Connection fees shall apply to all other new electrical Service Connections, as well as where the Customer is undertaking equipment Upgrades that necessitate an Upgraded Service. Service and Connection fees are provided in Appendix D of these Conditions of Service by Customer Rate class.

Basic Service Connections are Residential Service Connections of 200 Amp or less, served through an underground Service, measuring 30 meters in length or less.

2.4.2 Energy Supply

Bluewater Power shall provide Standard Supply Service to all Customers connected to its Distribution System according to the requirements of the [Standard Supply Service Code](#) and the [Retail Settlement Code](#) who have:

- i. Not advised Bluewater Power in writing that they do not want to purchase electrical Energy from Bluewater Power, or
- ii. Requested in writing to purchase electrical Energy from Bluewater Power, or
- iii. Agreed to purchase electrical Energy from a Retailer other than Bluewater Power, but the Retailer is unable to sell electrical Energy to the Customer.

Electrical Energy Rates for Standard Supply Service Customers shall be in accordance with the requirements of the relevant codes. Any disputes arising from charges relating to Standard Supply Service shall be directed to Bluewater Power.

Customers will be switched to a licensed Retailer of their choice, but only if the Retailer has a Service agreement with Bluewater Power. The Customer's authorized Retailer must make the Service Transfer Request through the Electronic Business Transaction system in accordance with the rules established by the Ontario Energy Board. Any disputes arising from charges relating to Retailer Service shall be directed to the respective Retailer.

Bluewater Power may refuse to process a Service Transfer Request for a Customer to switch to a Retailer if that Customer owes money to Bluewater Power for any Services supplied.

Transferring a Customer back to Bluewater Power's Standard Supply Service, either at a Retailer's request or upon a Retailer payment default, shall be performed in accordance with processes established in the [Retail Settlement Code](#).

2.4.3 Deposits

As a general condition of supplying or continuing to supply distribution Services, Bluewater Power requires non-residential Customers to provide a security deposit, in accordance with

Sections 2.4.6.1 to 2.4.36 of the [Distribution System Code](#). Bluewater Power shall not discriminate among Customers with similar risk factors, except as expressly permitted under the [Distribution System Code](#). Non-residential Consumers who meet the Energy use security deposit waiver conditions described in Section 2.4.3.2 below may be exempted from supplying an account security deposit to Bluewater Power.

Energy use security deposits are not considered security, as defined in the [Bankruptcy and Insolvency Act](#), Section 69(1), but shall be considered as advanced payments on Bluewater Power accounts until refunded.

2.4.3.1 Calculating the Deposit Amount

The deposit required is based upon the average monthly Load at the Customer's Service location during the most recently available 12-month period, as follows:

- i. Monthly billed Customers: Average monthly bill x 2.5

Where applicable electricity usage history within the last two years is not available, Bluewater Power shall reasonably estimate the average bill based upon the Service Size and Load type.

2.4.3.2 Deposit Waiver Conditions

Customers may qualify for a deposit waiver, where the Customer:

- i. Has previous Bluewater Power account information showing a satisfactory payment history including some payment history within the previous 24 months and is in the same account holder name, or,
- ii. Provides a letter from another electrical or gas Distributor in Canada, confirming a satisfactory payment history including some within the previous 24 months and is in the same account holder name, or,
- iii. Provides a satisfactory credit check at their expense. Bluewater Power is not responsible for the data integrity of external credit rating agencies.
- iv. Is a new residential customer and enrolls in an Equal Payment Plan and/or a Pre-authorized Payment Plan. A new residential customer is one who has not had an account with Bluewater Power within the last twenty-four (24) months.
- v. Qualifies as "Low Income" as defined by the OEB Distribution Code 2.4.11.1.

2.4.3.3 Satisfactory Payment History

The minimum time frame for establishing satisfactory payment history, provided some payment history has occurred within the past 24 months, varies by Customer class as follows:

- i. Commercial (General Service less than 50 kW Demand): 3 years
- ii. Commercial (General Service greater than 50 kW Demand): 7 years

Payment history shall not be considered satisfactory if more than one of the following events occur, not including errors by Bluewater Power, during the above time periods:

- i. A Disconnection notice
- ii. A payment returned for insufficient funds
- iii. A site visit is required to disconnect Service or collect overdue payments

If a customer terminates the EPP or PAP, receives more than one disconnection notice, more than one payment has been returned for insufficient funds, a disconnect/collection trip has occurred or if Bluewater Power cancels the plan due to non-payment in accordance with the Standard Supply Service Code, Bluewater Power can request a security deposit from the customer if it is within 12 months of the enrollment of EPP or PAP.

Condominiums that have an account with Bluewater Power shall not be considered a commercial Customer, if:

- i. The account is for a Property defined in the [Condominium Act](#), 1998, and is comprised predominantly of units that are used for residential purposes, and
- ii. The account relates to more than one unit of Property, provided that the Customer also files with Bluewater Power a “Declaration Form” attesting to the Customer’s status as a corporation within the meaning of the [Condominium Act](#), 1998.

2.4.3.4 Reduction of Deposit Amount

Commercial Customers greater than 50 kW shall provide a security deposit based on an amount determined in accordance with the criteria set out in Section 2.4.3.1 and adjusted as follows:

Credit Rating (Standard and Poor’s Ratings)	Allowable Reduction
AAA- equivalent and above	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%

2.4.3.5 Forms of Acceptable Security

Security deposits may be provided to Bluewater Power in any one of the following forms:

- i. Cash
- ii. Cheque
- iii. Automatically renewing, irrevocable letters of credit from a bank, as defined in the [Bank Act](#), 1991, c46

- iv. Surety bonds
- v. Third party guarantee, provided that the guarantor has a Standard and Poor's Rating of A- or better (or equivalent) and executes a guarantee in a form satisfactory to Bluewater Power.

2.4.3.6 Payment Time Lines

If requested, Commercial Customers may pay their account security deposit in four (4) equal installments in at least four (4) months. Residential Customers may pay their account deposit in six (6) equal installments in at least six (6) months.

2.4.3.7 Security Deposit Reviews, Adjustments and Refunds

Bluewater Power will review deposit levels at least once per calendar year to assess refund eligibility. Customers may request a review of their deposit, once twelve months have elapsed from the date the full deposit was paid.

Bluewater Power shall reduce the security deposit held from Customers greater than 5,000 kW by a maximum of 50%, after seven years of satisfactory payment history. The remaining balance of the security deposit will be refunded only when the account is closed.

Customers that are requested to increase their security deposit shall be required to do so when their next regular bill becomes due.

Customers that have active accounts and are eligible for a deposit refund shall have the refund plus accrued interest, applied to their account. Other acceptable forms of security shall be returned after suitable replacement is received.

Upon closure of an account, Bluewater Power shall automatically transfer the deposit balance to the Customer's new Bluewater Power account or, where none exists, apply the deposit and accrued interest to the final bill. Any residual credits that are not less than \$5.00 shall be returned by cheque within six weeks of account closure. Other acceptable forms of security shall be returned by mail.

For Customers who change their billing option from Distributor-consolidated billing to Retailer-consolidated billing, Bluewater Power shall apply the applicable portion of their cash deposit plus accrued interest to the final bill. Any residual credits that are not less than \$5.00 shall be returned by cheque, within six weeks. Other acceptable forms of security shall be returned by mail.

2.4.3.8 Deposit Interest and Application

Interest shall accrue on cash deposits monthly, once the security deposit has been paid in full. The interest Rate shall be the Bank of Canada prime business Rate, less two percent and updated by Bluewater Power at least quarterly. Such interest shall be applied to the Customer's

account at least annually, or on return of the deposit or closure of account, whichever comes first.

2.4.3.9 Failure to Comply with Security Deposit Request

Payment of requested security is a condition of Service and continuing Service, which shall be enforced through standard collection practices for amounts overdue.

As provided in the [Electricity Act](#), 1998, Section 31, Bluewater Power may enforce payment of the required security by withholding or withdrawing electrical Service ten days after written notice is given.

2.4.4 Billing

Bluewater Power offers a number of options for Customer billing:

- i. Distributor Consolidated Billing,
- ii. Retailer Consolidated Billing, and

Distributor Consolidated Billing shall be the default billing option until advised otherwise by a Retailer selected by the Customer.

Bluewater Power's billing practices shall be in accordance with the [Retail Settlement Code](#) and all other relevant codes. Bluewater Power may bill Customers on a monthly, bi-monthly, quarterly or annual basis, at Bluewater Power's discretion.

Generation accounts will be billed in accordance with the applicable regulatory codes, and in a manner consistent with billing of other Bluewater Power Customer accounts.

2.4.4.1 Prorating Bills and Service Charges

Service and Demand charges may be prorated for the first bill, final bill, and over a Rate change. Prorated charges are based on a straight ratio calculation of the number of days of Service to a standard 30 day month.

2.4.4.2 Account Set-Up Charge

When a Customer establishes a new account, an account set up charge is applied to their first bill. This charge applies to both new Customers and those who have moved locations within Bluewater Power's distribution Service Area.

2.4.4.3 *Arrears Certificate*

Bluewater Power will charge a fee to provide a certificate of arrears per Service address when requested, for example, by solicitors during Property purchases.

2.4.4.4 *Transformer Ownership Credit*

Where a Load Customer owns all the primary distribution transformers at a Premise, Bluewater Power shall apply a Transformer Ownership Credit to one Energy account of the Customer receiving Service from those transformers, provided the Customer has a meter that registers Demand on that Energy account.

Where a mix of Customer and Bluewater Power owned distribution transformers exist at a Premise, the Customer is not eligible for the Transformer Ownership Credit. Unmetered and Temporary Services are not eligible for the Transformer Ownership Credit.

2.4.4.5 *Power Factor Adjustment*

To adjust for Customers' whose Services have poor power factors, a Customer shall be billed for Demand based on the measured kilowatts or ninety percent of the measured kilovolt-amperes, whichever is greater.

2.4.4.6 *Primary Adjustment Factor*

If a Load Customer is metered at Bluewater Power's primary distribution voltage and the Customer's utilization voltage is at a different level, a Primary Adjustment Factor shall be applied to the Customer's Energy account.

If a Load Customer owns the primary distribution transformer and is Secondary metered, Bluewater Power may review the transformer losses. If the Customer owned transformer (non-dry core type) has more fully Loaded losses than an equivalent Bluewater Power supplied distribution transformer, the Customer shall pay an operating Cost penalty as an upfront contribution to the Connection project. If the Customer owned transformer is a dry core type, a dry core transformer charge will be applied to the Load Customer's Energy account based on the estimated or measured losses.

For Generators, metering should be installed at the Supply Point. If this is not practicable, Bluewater Power shall apply a Customer owned transformer loss factor, in accordance with the [Distribution System Code](#) and Ontario Power Authority's generation contract requirements, to account for losses between the meter and the Supply Point.

2.4.4.7 *Measurement Error Correction Factors*

Where Bluewater Power is the Meter Service Provider (MSP) for a Generator, meter error correction factors shall not be applied. If the Generator chooses another MSP, the Generator's MSP is responsible for determining the measurement error correction factors and providing them to Bluewater Power for approval. The measurement error correction factors need to be compliant with the IESO and Measurement Canada requirements, and signed and sealed by a registered Professional Engineer of Ontario.

2.4.5 Payments

Payment terms, timing, and late payment charges shall be according to Bluewater Power practices and in accordance with Ontario Energy Board requirements. Bluewater Power offers Customers a choice of usage payment Plans as given below.

2.4.5.1 *Equal Monthly Payment Plan*

An Equal Payment Plan is offered to qualifying residential and small commercial Customers (General Service less than 50kW) who purchase their electrical Energy through Bluewater Power's Standard Supply Service. The Equal Monthly Payment Plan is not available to:

- i. Customers enrolled with a Retailer for the purchase of their electrical Energy; or
- ii. Customers whose meter reading was estimated more than once in the last year.

Under the Equal Monthly Payment Plan, a bill is issued monthly. The monthly budget amount will be based on the Customer's projected annual electricity Costs. Bluewater Power, in its sole discretion, will determine the Equal Monthly Payment Plan amount, and may periodically adjust it higher or lower, to correspond to the Customer's actual usage.

While the Equal Monthly Payment Plan is in effect, the parties agree that interest shall not be charged or credited to account balances.

If a monthly payment is not paid by the next subsequent withdrawal date, the Customer may be removed from the Equal Monthly Payment Plan and placed on standard billing and collection processes.

Customers may opt out of the Equal Monthly Payment Plan at any time upon request, thereby reverting to standard billing and collection processes. This change will be effective within 15 business days of receiving the Customer's request.

2.4.5.2 Pre-authorized Payment (PAP)

The PAP Plan is available to all Customers, except those billed directly by Retailer Consolidated Billing.

A pre-authorized bank debit in the amount owing will be withdrawn from the Customer's bank account on the due date of the bill. Customers who default on a payment are required to pay the amount owing before the next month's billing withdrawal date, and also pay the that next bill's amount by the due date. If a Customer cannot update their payments, they may be removed from the PAP Plan until the balance is cleared. Upon request, a Customer may opt out of the PAP Plan, at any time. The requested changes will be effective within 15 business days of receiving the Customer's request.

2.4.5.3 Payments and Late Payment Charges

Bills are payable when rendered but will be assigned a due date 20 days from the invoice date. After the due date Late Payment interest charges at an OEB approved rate of 1.5% per month are applied to all bills, including final bills, not paid by the due date. Late Payment charges will continue to apply at a rate of 1.5% per month until all amounts are paid in full. When a customer has made a partial payment on or before the due date, the late payment charge will apply only to the amount of the bill outstanding at the due date, inclusive of any arrears from previous billings.

Credit balances arising from a Customer's overpayments may be refunded at the request of the Customer, but no interest shall be applied to the amount. In the event of partial payment by a Customer, payments shall be allocated to the portions of the bill covering competitive and non-competitive electricity costs.

2.4.5.4 Arrears Payments

Residential Customers owing arrears may request an arrears payment arrangement which would allow them to pay the overdue amounts over an agreed upon period of time. More details are available from Bluewater Power's Customer Service Department.

2.4.5.5 Unprocessed Payment Charge

A charge is applied to a Customer's account for each payment that cannot be processed, for example, due to insufficient funds.

2.4.5.6 Reconnection Charge

A Customer disconnected for non-payment may be required to pay a reconnection charge before Service is reconnected.

2.4.5.7 *Credit Refunds*

A credit refund for final accounts will not be initiated until ten business days after the final payment date. When the Customer has another active account with Bluewater Power, the credit balance may be transferred into that active account. Otherwise, any credits that are not less than \$5.00 shall be returned by cheque within six weeks of account closure.

2.4.5.8 *Generation Payments*

Customers with generation supplied to Bluewater Power's electricity Distribution System will receive payments as specified in their contract with Ontario Power Authority, and in the manner and frequency determined by the Ontario Energy Board and Bluewater Power.

2.5 **Customer Information**

2.5.1 Protection of Individual Privacy and Consumer Information

2.5.1.1 *Privacy Legislation and Regulations*

Bluewater Power shall take all reasonable steps, as stated in its Privacy Policy, to ensure that Customer information remains confidential, including adhering to provincial and federal privacy legislation such as the [Personal Information Protection and Electronic Documents Act](#). Bluewater Power shall collect, use and disclose all Customer information in accordance with the requirements and processes set out in all relevant codes, including the [Standard Supply Service Code](#), [Retail Settlement Code](#) and the [Affiliate Relationships Code](#).

2.5.1.2 *Distribution Licence*

Bluewater Power's Distribution Licence prohibits disclosing information regarding a Customer to any other party without the written consent of the Customer, except:

- i. To comply with any legislative or regulatory requirements;
- ii. For billing, settlement or market operation purposes;
- iii. For law enforcement purposes;
- iv. To a debt collection agency for collecting past due accounts; or
- v. Where Customers' information has been aggregated so that an individual Customer's information cannot reasonably be identified.

2.5.1.3 Bluewater Power's Collection, Use and Disclosure of Customer Information

Bluewater Power collects information about its Customers, including necessary Personal information, both directly from its Customers and from other sources, including credit bureaus or Personal references. This includes:

- i. Information establishing identity, such as name, addresses, phone numbers, and date of birth;
- ii. Information about Services provided to the Customer by Bluewater Power; and
- iii. Financial information, such as payment and credit history.

Bluewater Power collects this information to:

- i. Meet legal and regulatory requirements;
- ii. Establish and improve responsible commercial business practices, including billing, debt collection, determining security deposits and assessing creditworthiness;
- iii. Develop, enhance, or deliver electricity products and Services; and
- iv. Provide Customers with information about applicable electricity Services and Rates.

Bluewater Power will normally require written authorization from the Customer to release any Customer information. Bluewater Power will act on a Customer's verbal authorization only when the Customer requests that their specific information be delivered directly to their own Service or billing address. The Customer's historical electricity usage and payment information may also be available through MyAccount at www.bluewaterpower.com.

Bluewater Power shall not trade or sell Customer information, and shall take reasonable and diligent precautions to protect Customer information from loss, unauthorized access, theft or misuse.

Bluewater Power may disclose Customer information to third party Service providers who perform work for Bluewater Power. These Service providers are contractually bound by confidentiality terms prohibiting misusing or further disclosing that information, and requiring them to protect the information in a manner consistent with the privacy and protection practices established by Bluewater Power.

Further information about Bluewater Power's practices and procedures concerning the collection, use and disclosure of Customer information can be found in Bluewater Power's Privacy Policy.

2.5.1.4 Access to Personal Information

In general, Customers have the right to review information held by Bluewater Power about them or their Service, and to have it amended if inaccurate. However, this access may be restricted as permitted or required by law.

2.5.2 Retail Settlement Code Requirements

Bluewater Power shall provide current and historical electricity usage and payment information to Customers and Retailers in accordance with Chapter 11 of the [Retail Settlement Code](#).

2.5.2.1 *Current Usage Data*

Customers with cumulative volume, Demand and non-remotely read Interval Meters shall receive their current usage data on their electricity bill from Bluewater Power.

Customers with remotely read or non-remotely read Interval Meters shall have access to meter usage data in accordance with the Read Only Access Agreement to be executed by Bluewater Power and the Customer and in accordance with the standards set out in the [Retail Settlement Code](#). Bluewater Power will provide access to a Customer's meter or meter information under the following terms and conditions:

- i. The meter has the capability of read-only password protection;
- ii. The Customer signs Bluewater Power's Read Only Access Agreement;
- iii. Raw meter readings are subject to the Validating, Estimating, and Editing (VEE) process as required by the [Distribution System Code](#);
- iv. Bluewater Power will choose the time windows it requires to read the meter;
- v. If Bluewater Power's access to the meter is hindered or a Customer's access to the meter corrupts usage information, Bluewater Power may suspend a Customer's right to access until any outstanding problems are resolved;
- vi. The Customer shall pay the reasonable Cost of any software, hardware, telephone line and other Services required for a Customer to obtain direct access to meter information. This may include installation of a Secondary meter access system;
- vii. The Customer shall bear any Cost incurred by Bluewater Power to correct problems caused by a Customer's direct access to the meter; and
- viii. If the Customer assigns his or her right to direct meter access to a Retailer or third party, the Customer shall be responsible for the actions of the assigned party.

2.5.2.2 *Historical Information*

Bluewater Power shall provide Customer-specific historical information to Retailers through the Electronic Business Transaction (EBT) system at no charge. Requests to deliver data directly to Retailers and Customers outside of the EBT System shall be honoured twice a year, at no charge. Additional requests shall also be honoured, but Bluewater Power may, at its discretion, charge a reasonable fee for such additional requests. A request is considered to be data from a single Customer delivered to a single address.

Bluewater Power will provide a Customer with at least twelve months of historical usage information, where available, information about the Customer's meter configuration, and payment information. Bluewater Power shall release this same information to:

- i. A Retailer, if the Customer has provided the Retailer with written authorization for the release; or
- ii. Someone other than a Retailer, if the Customer has provided Bluewater Power with written authorization for the release.

Bluewater Power reserves the right to refuse to provide time-of-use Customer consumption data to Retailers in areas where Bluewater Power has elected to implement time-of-use pricing.

2.5.2.3 *Usage Data Generated by Smart Meters*

Customer will be provided access to their raw hourly electricity readings by Bluewater Power over the internet when they are on Time-of-Use pricing, and upon the Customer's acceptance of the End User Agreement on the Bluewater Power website.

Raw meter readings are subject to the Validating, Estimating, and Editing (VEE) process as required by the [Distribution System Code](#).

3 CUSTOMER SPECIFIC

The appropriate Rate class for a Load Customer's electrical Service will be determined by the zoning of the Property and/or its use and the electrical Load requirements. The Rate class for non-residential Customers will be re-assessed each year and changed if necessary, based on the annual consumption and Demand in accordance with the [Distribution System Code](#). Once a year, the Customer can request a review of their Rate classification.

Existing electrical Service Connections that are Upgraded will be required to be brought to current standards as specified in the Conditions of Service and Bluewater Power's technical standards and specifications.

All new Service Connections to the Distribution System are to be constructed to Bluewater Power design standards and technical specifications.

Rate classification of the metered Customer for billing purposes does not necessarily dictate the requirements for the physical Service Connection as required throughout this section.

If Customers choose to own their Service Connection facilities they must be constructed to meet Ontario Electric Safety Code requirements and may be required to meet some or all of Bluewater Power's Service requirements. All Customer or privately owned facilities are subject to inspection and approval by the Electrical Safety Authority and Bluewater Power. On Customer owned Service Connection facilities, Bluewater Power will require appropriate disconnect means at the ownership demarcation point.

For high voltage Primary Service Connections the ownership demarcation shall be at the disconnect means and shall be located on the Customer's Property. For low voltage Secondary Service Connections, the ownership demarcation will be at the Connection point to Bluewater

Power owned facilities and may be located on the Bluewater Power Distribution System when approved by Bluewater Power.

In some cases, Bluewater Power will retain operating control of some Customer owned facilities to maintain the safety and reliability of the Distribution System.

3.1 Residential

All Services supplied to single-family dwelling units for domestic purposes shall be classed as Residential Service. Where electricity Service is provided for combined residential and business purposes (including agricultural usage) and the wiring does not provide for separate metering, the classification shall be in the discretion of Bluewater Power and shall be based on such considerations as the estimated predominant consumption or the municipal tax roll classification.

A Residential Service may serve a detached, Semi-Detached, Linear Row Housing, Apartment Building, or mixed-use building. When more than one dwelling is served by a single meter, the Service shall be considered a General Service Customer.

A Customer requesting a new or upgraded electrical Service shall be expected to pay Bluewater Power the Connection Charge, prior to the time of the final Connection.

All new or Upgraded Services may be underground or overhead to the point of Connection. Overhead supply may be available in areas with existing overhead distribution lines, provided such connections may be made without crossing other properties. Customers requesting an upgraded service shall be required to pay 100% of the costs. The point of Connection shall be identified by Bluewater Power to the Customer when a Request for Service Connection is made.

3.1.1 Points of Ownership and Demarcation

	Ownership Demarcation	Operational Demarcation
Underground	Bluewater Power owns wires up to, but not including, line side Connections within the meter base. Customer owns duct work, and associated structures on the Property.	Same
Overhead Secondary	Bluewater Power owns wires up to, but not including, the point of attachment on the building above the Service entrance stack.	Same

Overhead Primary	Bluewater Power owns wires to the Customers' Property line	Same
------------------	--	------

3.1.2 Service and Metering Requirements

The minimum Service ampacity for new Connections shall be 100 amps. The maximum Service ampacity shall be 200 amps. Where a Customer requests a new Residential Service greater than 200 amps, Bluewater Power will grant the request provided there is sufficient capacity and the Customer shall be responsible for Costs as set out in Appendix D - Methodology for Standard Fees for Various Services, plus any extraordinary engineering Costs. Upgrade of existing Services shall be entirely at the Customer's Cost.

Bluewater Power will provide one Service per individual Property. Existing properties with more than one Service will be required to combine the Services when an Upgrade is required or performed.

Metering locations shall be approved by Bluewater Power. For residential Customers, the meter shall be located on the outside of the building at the front or on the side of the building within 3 m of the front of the building. Where building additions, fencing, or other obstructions render the meter location inaccessible, the meter shall be relocated, or a remote interrogation device installed in an accessible location at the Customer's expense. If the meter cannot be moved and a remote interrogation device is installed, all conditions under Section 2.3.7.1 General shall apply.

The Customer shall be responsible for the supply, installation and Maintenance of a meter base and all Service entrance equipment beyond according to the requirements of the ESA. All installations shall be inspected and approved by the ESA prior to Connection.

3.1.3 Overhead Secondary Voltage Services

For areas where an underground installation is not possible due to accessibility issues and an overhead installation is required, as determined by Bluewater Power in its sole discretion, Bluewater Power will supply to its specifications the first 30 meters of overhead wire, measured from the Property line towards the Service mast, at no charge to the Customer at the time of Connection. For Services in excess of 30 meters in length (from the Property line towards the Service mast), the Customer will be charged for all additional materials and labour on top of the Connection Charge.

For residential overhead installations only, Bluewater Power will supply the Secondary wiring from the power line up to the Property line at no charge to the Customer. Further, where street cross over poles are required, these will be placed on the Road Allowance and will be provided by Bluewater Power as part of the Connection Charge.

Where transformation is required beyond the Basic Connection, that Connection shall be treated as an Expansion and is subject to Section 2.1.2 Expansions/Offer to Connect.

The Customer shall be responsible for the supply installation and Maintenance of a Service entrance mast and clevis bolted to the building as per the Electrical Safety Authority requirements.

Where the Service is in excess of 60 m in length, Bluewater Power may require that the Service be designed and installed at Primary Voltage. Bluewater Power will supply the first 30 meters of overhead wire, on the Property, at no charge to the Customer at the time of Connection. The Customer shall be responsible for the materials and labour required to construct the Primary Voltage line to point of Connection with the distribution line.

The Customer shall be responsible for the supply, installation, and Maintenance of a meter base and all Service entrance equipment according to the requirements of the Electrical Safety Authority (ESA).

Overhead Service conductors under the ownership of Bluewater Power shall be maintained by Bluewater Power.

Initial clearing and tree trimming on the Customer's Property shall be done by the Customer according to the requirements of the Electrical Safety Authority.

Subsequent tree trimming and brush removal required on the Customer's Property to protect the Service from damage shall be the responsibility of the Customer and must be completed by either qualified Personnel or with the line isolated and de-energized by Bluewater Power. Bluewater Power will disconnect the power, free of charge during normal business hours, for tree trimming to occur once per year at the request of the Customer.

3.1.4 Underground Services

Bluewater Power shall supply the first 30 meters of underground Service wire from the Property line towards the meter base, at no charge to the Customer at the time of Connection.

For Services in excess of 30 meters in length, the Customer will be charged for all additional materials and labour as part of the Connection Charge.

The Customer is also responsible for all materials and labour associated with installing the underground duct from the meter base to the point of Connection at the Property line or the pole. This duct work shall be installed to Bluewater Power specifications and will be inspected by Bluewater Power prior to backfilling.

Where transformation is required in order to Service a Customer beyond the Basic Connection, that shall be treated as a system Expansion and be subject to Section 2.1.2 Expansions/Offer to Connect.

For underground Services, the Customer shall be responsible for any restoration Costs of the grounds, driveways, sidewalks, shrubs and plants in the area of the work occurring at the time of construction or during subsequent repairs.

For repairs to underground Services where the Secondary Service has been damaged by the Customer, Bluewater Power will locate the point of the fault at no Cost to the Customer. The Customer is responsible for the excavation and exposure of the wire or duct sufficient to allow Bluewater Power staff access to make the necessary repairs. If the fault cannot be located, or there are multiple faults, Bluewater Power may request the Customer to install a new trench and duct to the Property line and Bluewater Power will replace the wire at the Customer's expense.

The Customer shall be responsible for the supply and installation and Maintenance of a meter base and all Service entrance equipment beyond according to the requirements of the ESA.

3.1.5 Special Contracts

No specific contract for Service, relating to the supply of electrical distribution Services, is required with a residential Customer.

3.1.6 Other Conditions

Any other specific conditions related to residential Customer Connections will be communicated in writing to the Customer at the time of the Customer Connection application.

Bluewater Power shall own all transformers once installed.

3.2 **General Service (Below 50 kW)**

A General Service (Below 50kW Demand) Customer shall be any Customer not designated as Residential under Section 3.1 Residential, and that over a twelve month period has, or a new Customer forecast to have, an average monthly peak Demand of less than 50kW, and has a monthly peak Demand that never exceeds 100kW. Bluewater Power shall review this Rate class designation on an annual basis and the Customer's designated Rate class may change as a result.

3.2.1 Points of Ownership and Operational Demarcation

	Ownership Demarcation	Operational Demarcation
Overhead	Bluewater Power owns Secondary wires up to, but not including, the point of	The first gang operated Load break device within the building.

	attachment to the building above the Service stack	
Underground	Bluewater Power owns primary wires to the point of Connection on the pole, at the transformer vault or chamber location. Customer owns wires, duct work and associated equipment from the point of Connection on the pole to its building.	The first gang operated Load break device within the building.

3.2.2 Service and Metering Requirements

The maximum Service ampacity shall be 200 amps. Where a Customer requests a new Service greater than 200 amps, Bluewater Power will grant the request provided there is sufficient capacity and the Customer shall be responsible for Costs as set at in Appendix D - Methodology for Standard Fees for Various Services, plus any extraordinary engineering Costs. Upgrade of existing Services shall be entirely at the Customer's Cost.

A Customer requesting a new or Upgraded electrical Service shall be expected to pay Bluewater Power the Connection Charge required by Sections 2.4 Tariffs and Charges, and outlined in Appendix D - Methodology for Standard Fees for Various Services, prior to the time of the final Connection.

All new or Upgraded Services shall be underground to the point of Connection. The point of Connection shall be identified by Bluewater Power to the Customer when a Request for Service Connection is made.

Bluewater Power will allow one Service to each individual Property. Existing properties with more than one Service may be required to combine the Service when an Upgrade is required or performed. However, Bluewater Power may, in its sole discretion, provide individual Services on a single Property under one ownership to separate and free standing buildings where unique municipal addresses exist for each unit. The Customer will be required to pay the Connection charges for each Service on the Property.

Service voltages available to General Service (Below 50kW Demand) Customers are detailed in Appendix C - Service Voltages. The Customer will be supplied at one voltage only. Where more than one Service per Property is granted by Bluewater Power, all Services shall be of the same voltage.

Meter locations shall be approved by Bluewater Power. For Customers installing single phase 120/240V Services, the meter shall be located on the outside of the building at the front or on the side of the building within 3 meters of the front of the building. For Customers installing three phase Services, the meters shall be located on the inside of the building within the electrical Service room. Where building additions, renovations, or other obstructions render the meter location inaccessible, the meter shall be relocated or a remote interrogation device installed in an accessible location at the Customer's expense. If the meter cannot be moved

and a remote interrogation device is installed, all conditions under Section 2.3.7.1 General shall apply.

The Customer shall be responsible for the supply, installation and Maintenance of a meter base and all Service entrance equipment beyond according to the requirements of the ESA. All installations shall be inspected and approved by the ESA prior to Connection.

3.2.3 Overhead Secondary Voltage Services

If pole mount transformation with sufficient capacity and Service voltage exists, and in areas where underground Service wire installation is not possible due to accessibility issues and an overhead installation is required as determined by Bluewater Power in its sole discretion, Bluewater Power shall supply and install the Service wires to the Customer Service entrance mast and shall charge the Customer the applicable Connection Charge.

Where there is no existing overhead transformation or existing transformation capacity is insufficient, or of an incorrect Service voltage, Bluewater Power shall consider the Service to be an Expansion to the system and will provide the Customer with an Offer to Connect for the Service as per Section 2.1 Connections of this document.

The Customer shall be responsible for the supply installation and Maintenance of a Service entrance mast and clevis bolted to the building as per the Electrical Safety Authority requirements.

Where the Service wires are in excess of 30 meters in length, additional support poles may be required. These will be installed by Bluewater Power at the Customers' expense.

Where the Service is in excess of 60m in length, Bluewater Power may require that the Service be designed and installed at Primary Voltage. An Offer to Connect shall be provided that will outline all Costs associated with the Connection of the Customer Service.

Initial clearing and tree trimming on the Customer's Property shall be done by the Customer according to the requirements of the Electrical Safety Authority.

Subsequent tree trimming and brush removal required on the Customer's Property to protect the Service from damage shall be the responsibility of the Customer and must be completed by either qualified Personnel or with the line isolated and de-energized by Bluewater Power. Bluewater Power will disconnect the power, free of charge during normal business hours, for tree trimming to occur once per year at the request of the Customer.

3.2.4 Underground Secondary Voltage Services

If transformation with sufficient capacity and Service voltage exists, the Customer shall supply and install the Service wires to the point of Connection on the pole, or at the transformer vault or chamber location.

Where there is no existing transformation or existing transformation capacity is insufficient, or of an incorrect Service voltage, Bluewater Power shall consider the Service to be an Expansion to the system and will provide the Customer with an Offer to Connect for the Service as per Section 2.1 Connections of this document.

The Customer is responsible for all materials and labour associated with installing the underground duct and Service wire from the meter base or Service entrance panel to the point of Connection on the pole, transformer vault or chamber.

Bluewater Power shall not be responsible for any restoration Costs of the grounds, driveways, sidewalks, shrubs and plants in the area of the work occurring at the time of construction or during subsequent repairs.

3.2.5 Special Contracts

Generally, no specific contract for Service is required, relating to any supply of electrical distribution Services. Depending on the nature of the Customer's facility, Bluewater Power may require the Customer to enter into a Connection Agreement, which is an agreement outlining the mutual obligations of the parties and the technical aspects of the Connection.

3.2.6 Other Conditions

A Customer requesting a new Service Connection should be aware that Bluewater Power will require at least 8-10 weeks' notice of the intention to proceed in advance of the requested in-Service Date. This is required to ensure delivery of the required materials and labour scheduling.

Coreflex cables attached to the pole will not be allowed. All Service wires attached to Bluewater Power poles must be in conduit.

Bluewater Power shall own all transformers once installed.

3.3 **General Service (Above 50 kW)**

A General Service (Above 50kW Demand) Customer shall be any Customer not designated as Residential, and that over a twelve month period has, or a new Customer forecast to have, an average monthly peak Demand of more than 50kW, and less than 5000 kW, but not including those Customers that fit the definition of General Service Intermediate Use. This Rate class designation is reviewed on an annual basis and the Customer's designated Rate class may change as a result.

3.3.1 Points of Ownership and Operational Demarcation

	Ownership Demarcation	Operational Demarcation
Underground	Bluewater Power owns primary wires up to the point of Connection on the pole, at the transformer vault or chamber location. Customer owns Secondary wires, duct work, and associated equipment from the point of Connection on the pole, or at the transformer vault or chamber location to its building.	The first gang operated Load break device within the building.
Overhead	Bluewater Power owns Secondary wires up to, but not including, the point of attachment to the building above the Service stack.	The first gang operated Load break device within the building.

3.3.2 Service and Metering Requirements

The maximum Service ampacity for an underground Connection from pole mounted transformation shall be 300kVA. For Services requiring greater than 300kVA, the Service must be supplied from a pad mounted transformer installation.

Bluewater Power will provide one Service to each individual Property. Existing properties with more than one Service may be required to combine them when an Upgrade is required.

The Customer shall be responsible for paying a Connection Charge for all new and Upgraded electrical Services (as applicable) to Bluewater Power based on the schedule contained in Appendix D - Methodology for Standard Fees for Various Services.

All new or Upgraded Services shall be underground to the point of Connection. The point of Connection shall be identified by Bluewater Power to the Customer when a Request of Service Connection is made.

Service voltages available to General Service (Above 50kW Demand) Customers are detailed in Appendix C - Service Voltages.

Metering locations shall be approved by Bluewater Power. For General Service (Above 50kW Demand) Customers, the meter shall be located on the inside of the building within the electrical Service room. Where building additions, renovations, or other obstructions render the meter location inaccessible, the meter shall be relocated or a remote interrogation device installed in an accessible location at the Customers expense. If the meter cannot be moved

and a remote interrogation device is installed, all conditions under Section 2.3.7.1 General shall apply.

For commercial malls with multiple separate business units, each business or business unit may be metered separately. The location of meters shall be approved by Bluewater Power.

3.3.3 Overhead Secondary Voltage Services

If Pole mount transformation with sufficient capacity and Service voltage exists, and in areas where underground Service wire installation is not possible due to accessibility issues and an overhead installation is required, as determined by Bluewater Power in its sole discretion, Bluewater Power will supply and install the Service wires to the Customer Service entrance mast and will charge the Customer the applicable Connection Charge.

Where there is no existing overhead transformation or existing transformation capacity is insufficient, or of an incorrect Service voltage, Bluewater Power will consider the Service to be an Expansion to the system and will provide the Customer with an Offer to Connect for the Service as per Section 2.1 Connections of this document.

The Customer shall be responsible for the supply and installation of a Service entrance mast and clevis bolted to the building as per the Electrical Safety Authority requirements.

Where the Service wires are in excess of 30 meters in length, additional support poles may be required. These will be installed by Bluewater Power at the Customer's expense.

Where the Service is in excess of 60m in length, Bluewater Power may require that the Service be designed and installed at Primary Voltage. The Offer to Connect will outline all Costs associated with the Connection of the Customer Service.

Initial clearing and tree trimming on the Customer's Property shall be done by the Customer according to the requirements of the Electrical Safety Authority.

Subsequent tree trimming and brush removal required on the Customer's Property to protect the Service from damage will be the responsibility of the Customer and shall be completed by qualified Personnel or with the line isolated and de-energized by Bluewater Power. Bluewater Power will disconnect the power, free of charge during normal business hours, for this work to occur once per year at the request of the Customer.

3.3.4 Underground Secondary Voltage Services from Pole or Pad Mounted Transformation

If pole or pad mount transformation with sufficient capacity and Service voltage is existing, the Customer shall supply and install the Service wires, conduit, weather head, Secondary connectors, etc. to the point of Connection on the pole or at the Secondary terminals of the transformer or chamber location.

Where there is no existing pole or pad mount transformation or existing transformation capacity is insufficient, or of an incorrect Service voltage, Bluewater Power will consider the Service to be an Expansion to the system and will provide the Customer with an Offer to Connect for the Service as per Section 2.1 Connections of this document.

The Customer is responsible for all materials and labour associated with installing the underground duct from the meter base to the point of Connection on the pole or at the transformer vault or chamber location.

Bluewater Power is not responsible for any restoration Costs of the grounds, driveways, sidewalks, shrubs and plants in the area of the work.

3.3.5 Services Supplied From Pad Mounted Transformer

For all new Services to a single Customer that are to be supplied from a new pad mounted transformer(s), Bluewater Power will consider these as system Expansions and will provide the Customer with an Offer to Connect for the Service as per Section 2.1 Connections of this document.

For new Services from an existing pad mounted transformer with sufficient capacity and Service voltage, the Customer shall supply and install the Service wires, connectors, conduit, etc. to the point of Connection on the Secondary terminals of the transformer.

3.3.6 Special Contracts

Generally no specific contract for Service is required, relating to the supply of electrical distribution Services. Depending on the nature of the Customer's facility, Bluewater Power may require the Customer to enter into a Connection Agreement.

3.3.7 Other Conditions

No Customer Connections over 500 kW Demand will be allowed on the 4kV or 8kV Distribution Systems.

A Customer requesting a new Service Connection should be aware that Bluewater Power will require at least 8-10 weeks' notice of the intention to proceed in advance of the requested in-Service Date. This is required to ensure delivery of the required materials and labour scheduling.

Coreflex cables attached to the pole will not be allowed. All Service wires attached to Bluewater Power poles must be in conduit.

Bluewater Power shall own all transformers once installed where those transformers are of a capacity of 1500 kVA or less. Transformers larger than 1500 kVA may be owned by Bluewater Power, at its discretion or in consultation with the Customer.

3.4 General Service – Intermediate (1000 kW – 4999 kW)

A General Service – Intermediate Customer shall be any Customer not designated residential, and that has, or a new Customer forecast to have, over a twelve month period, an average monthly peak Demand of more than 1,000 kW and less than 5,000 kW.

3.4.1 Points of Ownership and Operational Demarcation

	Ownership Demarcation	Operational Demarcation
Underground	Bluewater Power owns primary wires up to the point of Connection on the pole, at the transformer vault or chamber location. Customer owns wires, duct work, and associated equipment from the point of Connection on the pole, at the transformer vault or chamber location to its building.	The first gang operated Load break device within the building.
Overhead	Bluewater Power owns Secondary wires up to, but not including, the point of attachment to the building above the Service stack.	The first gang operated Load break device within the building.

3.4.2 Service and Metering Requirements

All of the Services in this category will be either primary fed or supplied from a pad mounted transformer.

Bluewater Power will provide one Service to each individual Property. Existing properties with more than one Service may be required to combine them when an Upgrade is required.

The Customer shall be responsible for paying a Connection Charge for all new and Upgraded electrical Services (as applicable) to Bluewater Power based on the schedule contained in Appendix D - Methodology for Standard Fees for Various Services.

All new or Upgraded Services shall be underground to the point of Connection. The point of Connection shall be identified by Bluewater Power to the Customer when a Request for Connection is made.

Service voltages available to General Service (Above 50kW Demand) Customers are detailed in Appendix C - Service Voltages.

Meter locations shall be approved by Bluewater Power. For General Service (Above 50kW Demand) Customers, the meter shall be located on the inside of the building within the electrical Service room. Where building additions, renovations, or other obstructions render the meter location inaccessible, the meter shall be relocated or a remote interrogation device installed in an accessible location at the Customers expense. If the meter cannot be moved and a remote interrogation device is installed, all conditions under Section 2.3.7.1 General shall apply.

For commercial malls with multiple separate business units, each business or business unit may be metered separately. The location of meters shall be approved by Bluewater Power.

3.4.3 Overhead Services

In addition to the Connection charge, the Customer will also be charged for any work performed by Bluewater Power at the request of the Customer on the Customer's Property. An estimate of the Cost of such work shall be provided to the Customer.

The Customer shall be responsible for the supply and installation of all station components, transformers and Service entrance equipment as per the Electrical Safety Authority (ESA) requirements.

Initial clearing and tree trimming on the Customer's Property shall be done by the Customer according to the requirements of the Electrical Safety Authority (ESA).

Subsequent tree trimming and brush removal required on the Customer's Property to protect the Service from damage will be the responsibility of the Customer. Bluewater Power will disconnect the power, free of charge during normal business hours, for this work to occur once per year at the request of the Customer.

3.4.4 Underground Secondary Voltage Services from Pole or Pad Mounted Transformation

If pole or pad mounted transformation with sufficient capacity and Service voltage exists, the Customer shall supply and install the Service wires, conduit, weather head, Secondary connectors etc. to the point of Connection on the pole or at the Secondary terminals of the transformer or chamber location.

Where there is no existing pole or pad mount transformation or existing transformation capacity is insufficient, or of an incorrect Service voltage, Bluewater Power will consider the Service to be an Expansion to the system and will provide the Customer with an Offer to Connect for the Service as per Section 2.1 Connections of this document.

The Customer is responsible for all materials and labour associated with installing the underground duct from the meter base to the point of Connection at the pole or at the transformer vault or chamber location.

Bluewater Power is not responsible for any restoration Costs of the grounds, driveways, sidewalks, shrubs and plants in the area of the work.

3.4.5 Services Supplied From Pad Mounted Transformer

For all new Services to a single Customer that are to be supplied from a new pad mounted transformer(s), Bluewater Power will consider these as system Expansions and will provide the Customer with an Offer to Connect for the Service as per Section 2.1 Connections of this document.

For new Services from an existing pad mounted transformer with sufficient capacity and Service voltage, the Customer shall supply and install the Service wires, connectors, conduit, etc. to the point of Connection on the Secondary terminals of the transformer.

3.4.6 Special Contracts

Generally no specific contract for Service is required, relating to the supply of electrical distribution Services. Depending on the nature of the Customer's facility, Bluewater Power may require the Customer to enter into a Connection Agreement.

3.4.7 Other Conditions

No Customer Connections over 500kW Demand will be allowed on the 4kV or 8kV Distribution Systems.

A Customer requesting a new Service Connection should be aware that Bluewater Power will require at least 8-10 weeks' notice of the intention to proceed in advance of the requested in-Service Date. This is required to ensure delivery of the required materials and labour scheduling.

Coreflex cables attached to the pole will not be allowed. All Service wires attached to Bluewater Power poles must be in conduit.

Bluewater Power shall own all transformers once installed, where those transformers are of a capacity of 1500 kVA, or less. Transformers larger than 1500 kVA may be owned by Bluewater Power, in its discretion and in consultation with the Customer.

3.5 General Service - Large Use (Above 5,000 kW Demand)

A Large Use Customer shall be any Customer not designated as Residential, and that has, or a new Customer forecast to have, an average monthly peak electrical Demand of more than 5,000 kW over 12 consecutive billing periods. This Rate class designation is reviewed on an annual basis and the Customer’s designated Rate class may change as a result.

3.5.1 Points of Ownership and Operational Demarcation

	Ownership Demarcation	Operational Demarcation
Underground	The line side terminals of the Customer’s primary cable Connection. Customer owns duct work, wires, and associated equipment beyond this point to its building.	Unless agreed to in writing otherwise, the first gang operated Load break device.
Overhead	The required in-line switches, or in-line fuses, located at or near the Property line. Customer owns wires, poles, and associated equipment beyond the point to its building.	Unless agreed to in writing otherwise, the first gang operated Load break device.

3.5.2 Service and Metering Requirements

Bluewater Power will provide one Service to each individual Property. Existing properties with more than one Service may be required to combine them when an Upgrade is required. The Customer shall be responsible for paying a Connection Charge for all new and Upgraded electrical Services (as applicable) to Bluewater Power based on the schedule contained in Appendix D - Methodology for Standard Fees for Various Services.

Service voltages available to Large Use Customers are detailed in Appendix C - Service Voltages.

Metering installations and locations shall be approved by Bluewater Power. For Large Use Customers, the metering facilities shall be interrogated remotely by Bluewater Power. The Customer shall be responsible for providing access for Bluewater Power to provide and maintain a phone line into the metering recorders.

Large Use Customers may be required to be Primary Voltage Metered. This determination of primary versus secondary metering will be made by Bluewater Power and communicated to the Customer at the early stage of discussions or through the Offer to Connect.

3.5.3 Overhead Services

In addition to the Connection charge, the Customer will also be charged for any work performed by Bluewater Power at the request of the Customer on the Customer's Property. An estimate of the Cost of such work shall be provided to the Customer.

The Customer shall be responsible for the supply and installation of all station components, transformers and Service entrance equipment as per the Electrical Safety Authority (ESA) requirements.

Initial clearing and tree trimming on the Customer's Property shall be done by the Customer according to the requirements of the Electrical Safety Authority (ESA).

Subsequent tree trimming and brush removal required on the Customer's Property to protect the Service from damage will be the responsibility of the Customer. Bluewater Power will disconnect the power, free of charge during normal business hours, for this work to occur once per year at the request of the Customer.

3.5.4 Underground Services

The Customer shall supply and install all labour, hardware, and underground wire to the point of Connection as identified by Bluewater Power.

The Customer shall also be charged for any work performed by Bluewater Power at the request of the Customer on the Customers' Property. An estimate of the Cost of such work shall be provided to the Customer.

The Customer shall be responsible for the supply and installation of all station components, transformers and Service entrance equipment as per the Electrical Safety Authority requirements.

3.5.5 Special Contracts

The Customer must enter into a Connection Agreement with Bluewater Power before a Service is connected. Part of the Connection Agreement will be an Operations and Maintenance Schedule outlining the mutual obligations of the parties and the technical aspects of the Connection.

3.5.6 Other Conditions

No Customer Connections over 500kW Demand will be allowed on the 4kV or 8kV Distribution Systems.

A Customer requesting a new Service Connection should be aware that Bluewater Power will require significant notice (8-10 weeks) of the intention to proceed in advance of the requested in-Service Date. This is required to ensure delivery of the required materials and labour scheduling.

Coreflex cables attached to the pole will not be allowed. All Service wires attached to Bluewater Power poles must be in conduit.

Bluewater Power shall own all transformers once installed, where those transformers are of a capacity of 1500 kVA or lower. Transformers larger than 1500 kVA may be owned by Bluewater Power at its discretion and in consultation with the Customer.

3.6 Embedded Generation

An embedded generator is any generation facility or energy storage facility that is, or may be, connected in parallel with the Bluewater Power distribution system for the purposes of:

- i. Full displacement of the customer's existing electrical load,
- ii. Partial displacement of the customer's existing load,
- iii. Sale of generated electricity from the embedded generator or energy storage facility through the Bluewater Power distribution system

Bluewater Power shall ensure that the distribution system is adequately protected from potential damage or increased operating costs resulting from the connection of an embedded generator to the system. Bluewater Power shall also ensure that the safety, reliability, and efficiency of the distribution system is not compromised by the connection of an embedded generator.

OEB definitions:

“embedded generation facility” means a generation facility which is not directly connected to the IESO-controlled grid but instead is connected to a distribution system

“generation facility” means a facility for generating electricity or providing ancillary services, other than ancillary services provided by a transmitter or distributor through the operation of a transmission or distribution system, and includes any structures, equipment or other things used for that purpose;

“micro-embedded generation facility” means an embedded generation facility with a name-plate rated capacity of 10 kW or less;

“small embedded generation facility” means an embedded generation facility which is not a micro-embedded generation facility with a name-plate rated capacity of 500 kW or less in the case of a facility connected to a less than 15 kV line and 1MW or less in the case of a facility connected to a 15 kV or greater line;

“mid-sized embedded generation facility” means an embedded generation facility with a name-plate rated capacity of 10 MW or less and:

- (a) More than 500 kW in the case of a facility connected to a less than 15 kV line; and
- (b) More than 1 MW in the case of a facility connected to a 15 kV or greater line;

“large embedded generation facility” means an embedded generation facility with a name-plate rated capacity of more than 10 MW;

Application to connect an embedded generator to the Bluewater Power distribution system must be made in writing. Consultations will be held with the customer in accordance with the timelines and process established in the distribution system code.

The customer will be charged for all costs of consultations, preparation of estimates, system impact studies, connection impact assessment designs, costs of system modifications, charges from Bluewater Power, Hydro One or the Independent Electricity System Operator and of commissioning and testing necessary to connect the generation facilities to the Bluewater Power distribution system in accordance with the distribution system code. This will ensure that each applicant remains responsible for the costs of processing their connection to the system.

Bluewater Power will provide the applicant with estimated cost of analysis and engineering for each phase of the process. Bluewater Power will not proceed without written authorization and pre-payment of a deposit from the applicant.

3.6.1 Points of Ownership and Operational Demarcation

3.6.1.1 Ownership Demarcation

The Ownership Demarcation is the point on the electrical distribution system where ownership, repair, and maintenance responsibility for the customer facilities transfers from Bluewater Power to the customer.

For embedded generators this point of demarcation will be designated during the design stages of the project and indicated in the connection agreement. However, in general, the point of Ownership Demarcation will be at the point of connection to the customer’s facilities. This will typically be at the point of connection at the pole, secondary bus at a pad mounted transformer or the first gang operated load break device on the property.

3.6.1.2 Operational Demarcation

Operational demarcation is the point on the electrical distribution system where responsibility for operational control, for safety and work protection reasons, changes from Bluewater Power to the customer.

For embedded generators this point of demarcation will be designated during the design stages of the project and indicated in the connection agreement. 3.6.2 Service and Metering Requirements

All service and metering requirements will be identified and communicated to the customer during the application/connection process.

3.6.3 Special Contracts

The owner of the facilities where the generator is located and the operator of the embedded generator (if they are different) shall enter into a connection agreement with Bluewater Power for the operation, Maintenance, and legal obligations of the embedded generation facilities that are connected to the Bluewater Power distribution system.

3.6.4 Other Conditions

Final authorization to connect the embedded generator to the Bluewater Power distribution system shall be made by Bluewater Power. This authorization shall be given only after all of the conditions of supply have been met, which include payment of all costs of connection, a signed connection agreement on file at the Bluewater Power offices, all test and commissioning reports have been submitted for final review by Bluewater Power and final ESA inspection is provided

3.6.5 Connection of micro-Generation Facilities

A customer who wishes to connect a micro-embedded generation facility to the Bluewater Power's distribution system shall submit an application to the distributor providing the following information:

- i. The name-plate rated capacity of each unit of the proposed generation facility and the total name-plate rated capacity of the proposed generation facility at the connection point;
- ii. The fuel type of the proposed generation facility;
- iii. The type of technology to be used; and
- iv. The location of the proposed generation facility including address and account number where available;

Where the proposed micro-embedded generation facility is:

- a. Located at an existing customer connection and a site assessment is not required, Bluewater Power will, within 15 days of receiving the application, make an Offer to Connect (OTC) or provide reasons for refusing to connect the proposed generation facility;
- b. Located at an existing customer connection and a site assessment is required, Bluewater Power will, within 30 days of receiving the application, make an OTC or provide reasons for refusing to connect the proposed generation facility; or

c. Located other than at an existing customer connection, Bluewater Power will, within 60 days of receiving the application, make an OTC or provide reasons for refusing to connect the proposed generation facility.

Bluewater Power will give the applicant at least 30 days to accept the OTC and will not revoke the OTC until this time period has expired. Bluewater Power will not charge the customer for the preparation of the OTC.

Bluewater Power will make any necessary metering changes and connect the applicant's micro-embedded generation facility to its distribution system within five (5) business days, or at such later date as agreed to by the applicant and Bluewater Power, of the applicant completing the following:

- i. Provide Bluewater Power with a copy of the Authorization to Connect from the Electrical Safety Authority (ESA);
- ii. Enter into a connection agreement with Bluewater Power;
- iii. Ensure all Bluewater Power requirements have been met; and
- iv. Pay Bluewater Power for the costs of any necessary changes.

3.6.6 Connection of Small, Mid-Sized and Large Generation Facilities

After a customer who is considering applying for the connection of a generation facility to the distribution system has requested a preliminary meeting and has provided the required initial information listed below, Bluewater Power will provide a time when it is available to meet with the customer. The following initial information is required from the customer:

- (a) The name-plate rated capacity of each unit of the proposed generation facility and the total name-plate rated capacity of the generation facility at the connection point;
- (b) The fuel type of the proposed generation facility;
- (c) The type of technology to be used; and
- (d) The location of the proposed generation facility including address and account number with the distributor, where available.

At the preliminary meeting, Bluewater Power will discuss the basic feasibility of the proposed connection including discussing the location of its existing distribution facilities in relation to the proposed generation facility and providing an estimate of the time and costs necessary to complete the connection.

A customer who wishes to apply for the connection of a generation facility to Bluewater Power's distribution system shall submit an application, pay their impact assessment costs and provide the following information:

- i. Any of the initial set of information which has not yet been provided to Bluewater Power;
- ii. A single line diagram of the proposed connection, signed and stamped by a Professional Engineer licensed within the Province of Ontario; and
- iii. A preliminary design of the proposed interface protection signed and stamped by a Professional Engineer licensed within the Province of Ontario.

Bluewater Power conducts engineering studies (connection impact assessments) for all generation projects >10kW. This includes behind the meter and non-exporting load displacement projects.

Bluewater Power will advise the customer of the costs to conduct any required impact assessment.

Bluewater Power will provide the customer with the results of its connection impact assessment of the proposed generation facility, a detailed cost estimate of the proposed connection, and an OTC within:

- i. 60 days of the receipt of the application where no distribution system reinforcement or expansion is required; or
- ii. 90 days of the receipt of the application where a distribution system reinforcement or expansion is required.

Subject to any delays in commissioning and testing of the generation facility, which may be beyond the distributor's control, Bluewater Power will connect a proposed small embedded generation facility within:

- i. 60 days of the applicant taking the steps set out above, where no distribution system reinforcement or expansion is required; or
- ii. 180 days of the applicant taking the steps set out above, where a distribution system reinforcement or expansion is required.

For a mid-sized embedded generation facility, Bluewater Power will provide the customer with its connection impact assessment of the proposed generation facility within 60 days of receipt of the application.

For a large embedded generation facility, Bluewater Power will provide the customer with its connection impact assessment of the proposed generation facility within 90 days of receipt of the application.

For a large embedded generation facility >10MW, Bluewater Power will require a system impact assessment (SIA) conducted by the IESO.

The connection impact assessment will describe the impact of the proposed generation facility on Bluewater Power's distribution system and any of its customers including:

- i. Any voltage impacts, impacts on current loading settings and impacts on fault currents;
- ii. The connection feasibility;
- iii. The need for any line or equipment upgrades;
- iv. The need for transmission system protection modifications; and
- v. Metering requirements.

The customer shall submit any material revisions to the design, planned equipment or plans for the proposed generation facility and connection with Bluewater Power. Bluewater Power will then prepare a new impact assessment within the relevant time period as set out above.

In the case of an application for the connection of a mid-sized or large embedded generation facility, after receiving from Bluewater Power the impact assessment the applicant shall pay to the distributor for the cost of preparing a detailed cost estimate of the proposed connection and enter into an agreement with Bluewater Power on the scope of the project. For such projects, within 10 days of receiving payment from the applicant for preparing a detailed cost estimate, Bluewater Power will advise any transmitter or distributor whose transmission or distribution system is directly connected to the Bluewater Power's distribution system. Bluewater Power will then provide the applicant with a detailed cost estimate and an OTC by the later of 90 days after the receipt of payment from the applicant and/or 30 days after the receipt of comments from an affected Transmitter or other Distributor.

For a proposed small embedded generation facility, within 10 days of receiving payment from the applicant for preparing a detailed cost estimate, Bluewater Power will use its sole discretion in advising any transmitter or distributor that may be impacted by the proposed connection.

After the applicant has entered into a connection agreement with Bluewater Power and has provided the detailed engineering drawings with respect to the proposal, Bluewater Power will conduct a design review to determine if the detailed engineering plans are acceptable.

Bluewater Power has the right to witness the commissioning and testing of the connection of the generation facility to its distribution system. After the applicant has:

- i. Informed Bluewater Power that it has received all necessary approvals;
- ii. Confirmed all Bluewater Power requirements have been met;
- iii. Entered into the appropriate connection agreement, and, where applicable an operating agreement;
- iv. Bluewater Power has received the Authorization to Connect from ESA, and
- v. Bluewater Power has issued the connection order.

Bluewater Power will act to connect the generation facility to its distribution system in accordance with this Conditions of Service document.

Information on the process for connecting a generation facility to a distribution system is set out in Appendix F.1 of the DSC.

3.6.7 Net Metering for Embedded Generation

Customers with specific generation facilities may reduce their net energy costs by exporting surplus Generated Energy back onto the utility distribution system. Surplus energy exported onto the utility distributions system will be calculated as a credit against the energy the customer consumes from the distribution system.

All customers wishing to become a net metering participant must meet all of the following conditions:

- i. The electricity is generated primarily for the customer's own use;
- ii. The electricity generated is conveyed to the customer's own consumption point without reliance on the utility's distribution system;

iii. The electricity is solely generated from a renewable energy source (such as wind, drop in water elevation, solar radiation, agricultural bio-mass, or any combination thereof).

In order to participate in the net metering program, the customer will be required to meet all the parallel generation requirements for connecting micro-generation facilities or other generation facilities as applicable to the generator size, as found in Section 3.6 - Embedded Generation Facilities.

For connections less than 10 kW, the customer must have a dual register revenue meter that records energy flow in both directions. For connections greater than 10kW a four quadrant bidirectional interval meter will be required. A phone line or other data transmission device approved by Bluewater Power will be required to interrogate this meter.

Application to connect a net meter to the Bluewater Power distribution system must be made in writing with at least 90 days' notice by using the net metering application form found on Bluewater Power's website.

The customer will be required to complete a net metering connection agreement.

The customer will be solely responsible for any costs associated with the connection to the Bluewater Power distribution system and any required metering installation.

3.7 Embedded Market Participant

Under the Market Rules for the Ontario Electricity Market, “No Persons shall participate in the IESO administered markets or cause or permit electricity to be conveyed into, through or out of IESO controlled Grid unless that Person has been authorized by the IESO to do so”. All embedded market participants, within the Service jurisdiction of Bluewater Power, once approved by the IESO are required to inform Bluewater Power of their approved status in writing, 30 days prior to their participation in the Ontario electricity market.

All embedded market participants are responsible for all Bluewater Power charges as approved by the Ontario Energy Board.

An embedded market participant shall enter into a connection agreement in a form acceptable to Bluewater Power. Until such time as the embedded market participant executes such a connection agreement with Bluewater Power, the embedded market participant shall be deemed to have accepted and agreed to be bound by these Conditions of Service, and the terms of any operating schedule delivered to it from time to time by Bluewater Power.

3.8 **Embedded Distributor**

Any licenced Embedded Distributor is required to inform, in writing, Bluewater Power of its intention to operate within the jurisdiction of Bluewater Power if authorized to do so by the Ontario Energy Board. The Embedded Distributor will be required to enter into a Distribution Connection Agreement. The terms and conditions applicable to an Embedded Distributor would be outlined in the Distribution Connection Agreement.

3.8.1 No Embedded Distributor

Bluewater Power does not have an Embedded Distributor within its Distribution System.

Bluewater Power is, itself, an Embedded Distributor within the Hydro One Networks system, and that relationship is not governed by the Conditions of Service.

Final authorization to connect the Embedded Distributor to the Bluewater Power Distribution System shall be made by Bluewater Power. This authorization shall be given only after all of the conditions of supply have been met, which include payment of all Costs of Connection, a signed Connection Agreement on file at the Bluewater Power offices, and all test and commissioning reports have been submitted for final review by Bluewater Power.

3.9 Unmetered Connections

Bluewater Power, at its sole discretion, may provide for new Service Connections without a meter being installed. These Loads would generally be small in size, and supply a single device. Examples of Services that are considered for Unmetered Loads include traffic & railway crossing signals, pedestrian x-walk signals/beacons, bus shelters, telephone booths, CATV amplifiers, lighting for billboards and other miscellaneous small fixed Loads. Other Loads less than 2 kW may also be considered for unmetered Connections.

Bluewater Power shall make all new Connections and final Disconnections to and from Bluewater Power's Distribution System. The Customer shall pay the applicable Connection Fees as outlined in Appendix D and Table 1.9. Where Connection fees apply, Bluewater Power shall provide an estimate of the proposed work to the unmetered Customer. In turn, the unmetered Customer shall provide a response to proceed or not with the proposed work to Bluewater Power within two weeks.

3.9.1 Rights and Obligations

3.9.1.1 *Unmetered Customer Responsibilities*

The Customer shall:

- i. Comply with Bluewater Power's requirements for new Connections, which may require the signing of a formal agreement for Services. Unmetered Customers cannot use power from Bluewater Power's Distribution System without written or implied consent from Bluewater Power.
- ii. Comply with the requirements of Bluewater Power's standards for power quality and reliability and the Ontario Electrical Safety Code to ensure public safety. Where compliance is breached, the unmetered Customer may be billed for subsequent restoration Costs, and/or may be permanently removed from Bluewater Power's electrical system.
- iii. Retain all information provided to and by Bluewater Power per the terms outlined in this Conditions of Service. Bluewater Power may not retain record details for each unmetered Service and thus will not be held responsible for any incomplete records.
- iv. Install, operate, and maintain its Secondary conductor from Bluewater Power's designated Supply Point to the intended Load.
- v. Provide timely and accurate electrical profile, power quality and usage data to Bluewater Power as outlined in these Conditions of Service. Provision of data to Bluewater Power constitutes consent to Bluewater Power to share or release Load detail, plus Energy and Demand data, however, the Customer's identity shall remain confidential.
- vi. Accept Energy consumption based on either 1) the maximum continuous calculated Load, or 2) the results of a Distributor's meter analysis.
- vii. Allow no external party to connect to its unmetered Service or its unmetered Secondary Buss.
- viii. Relocate, at the unmetered Customer's Cost, the Secondary conductors of an unmetered Service to another designated Supply Point at Bluewater Power's request.

- ix. Submit revised unmetered data that affects Energy consumption and/or billing determinants to Bluewater Power within 30 days, or as otherwise specified by Bluewater Power.
- x. Understand that the unmetered Connection facility is not intended for an unmetered Customer to Generate back into Bluewater Power's Distribution System. If an unmetered Customer has generation facilities, the Connection shall meet Bluewater Power's specification(s) for generation.
- xi. The Customer shall maintain its civil infrastructure in a safe condition satisfactory to Bluewater Power.

3.9.1.2 *Bluewater Power Responsibilities*

Bluewater Power shall:

- i. Provide a Service layout for each unmetered Service location that identifies the Supply Point and prescribes any applicable standards and conditions.
- ii. Strive to make new unmetered Service Connections within 10 working days of having all of Bluewater Power's Connection conditions met.
- iii. Provide reasonable notice to the unmetered Customer should the Supply Point require relocation.
- iv. Provide Planned Supply Point relocations with 90 days written notice.
- v. Provide Emergency Supply Point relocations when possible.
- vi. Ensure that unmetered Service billing information accurately reflects calculated electrical consumption by unit, quantity, Load profile and Demand. Devices of the same class by type or Load, where possible, may be grouped together and assigned the same billing determinants.

3.9.2 Process for Updating and Validating Data

Bluewater Power will strive to ensure that unmetered Service billing information accurately reflects calculated electrical consumption by unit, quantity, Load profile and Demand, based on information supplied by the unmetered Customer. An unmetered Customer, at its Cost, has the following options available for submitting data:

New Unmetered Services – Unmetered Customers shall provide Bluewater Power with electrical profile, power quality, and usage accuracy studies prior to new unmetered equipment being introduced to Bluewater Power's electrical system. Acceptable examples for collecting and providing such data are:

- i. An in-house test plan (covering: scope, applicability, conditions, quality control, measurement devices, timing, staff competencies, control documents, error resolution process, and external references) that meets Bluewater Power's approval. Final results and report shall be signed and sealed by a Professional Engineer of Ontario;
- ii. A signed and sealed certified test report from the Standards Council of Canada, an ANSI compliant laboratory, or other similarly qualified laboratory having competencies in electrical equipment testing; or

- iii. Having Bluewater Power meter specific unmetered nodes of their choice to determine accurate data. With the advent of Smart Metering the metering of actual consumption data is available and preferred by most Distributors.

Existing Unmetered Services – Throughout the lifecycle of the unmetered Service, unmetered Customers are required to submit updated and accurate data to Bluewater Power when it becomes known by the unmetered Customer that something has changed or updated data is requested by Bluewater Power.

At the very least, the unmetered Customer must provide written notification to Bluewater Power by January 31st each year that no material changes to the technical data or number of unmetered Service nodes has occurred.

Bluewater Power requires information related to the number of Customers and Loads, including Unmetered Loads. This information provides inputs for the models used to allocate the Costs of operating the Distribution System to each of Bluewater Power's Rate classes and in part determines the Rates to be applied to collect these Costs from each Customer class. To the extent that this information results in significant changes in allocated Costs to the unmetered Load classes, Bluewater Power will endeavour to communicate these potential changes to its unmetered Load Customers either through direct communication (e.g., phone, email or in-Person contact between Bluewater Power Personnel and Customer Representatives), through informational mailings (e.g., bill inserts), or through information provided on Bluewater Power's website.

3.9.2.1 Records Retention

The unmetered Customer shall retain information provided to and by Bluewater Power for a minimum period of seven years while the unmetered Service is energized on Bluewater Power's electrical system. Once the Service has been permanently removed, the retention period shall be a minimum of two years.

The retained information shall include yet, not be limited to, the information outlined above, and any other relevant correspondence or agreements regarding the unmetered account including the associated Service Connections and Load.

The unmetered Customer who fails to retain such records shall be responsible for Costs related to Bluewater Power researching and reconstructing such missing information.

3.9.2.2 General Billing Conditions

An unmetered Service is deemed to be "in-Service" once it has been connected and energized by Bluewater Power. Once energized, Bluewater Power will bill the unmetered Customer based on the billing standards outlined in these Conditions of Service and/or by Bluewater Powers billing policies.

Where possible, the unmetered Customer shall work with Bluewater Power to classify like Energy devices such that similar devices can be consolidated to similar Energy usage profiles for Energy billing purposes. When requested by Bluewater Power, the unmetered Customer shall consolidate their separate unmetered billing accounts down to at least the number of similar Energy profile classifications. Security deposits, billing, and payment options are handled as specified in these Conditions of Service and/or by Bluewater Power's billing policies.

Unmetered Customers are responsible for ensuring their electrical consumption is accurate on an ongoing basis. Bluewater Power encourages voluntary data disclosure to ensure data quality and billing accuracy is maintained. Upon Bluewater Power's receipt of updated unmetered Load data, Bluewater Power shall have a period of up to 90-days to review and adjust its billing determinants.

To ensure the quality of unmetered data, Bluewater Power encourages the unmetered Customer to cooperate in a joint audit, at a minimum interval of every 5 years, or earlier upon written notice from Bluewater Power. Unmetered Customers who participate in a joint audit will be responsible for their associated audit Costs.

If the unmetered Customer provides Bluewater Power with poor unmetered data (i.e.: not to audit standards, no data, late data, etc.) an unmetered Customer shall be responsible to pay Bluewater Power for verification, data correction and usage Costs for the duration the unmetered Connection has been energized on Bluewater Power's system.

In the event that Bluewater Power or the unmetered Customer identify or cause a billing error, Bluewater Power will rectify the matter consistent with the polices outlined in these Conditions of Service and/or Bluewater Power's billing policies.

Billing of the Energy and fixed charges will continue until Bluewater Power has been duly notified and the unmetered Service has been permanently removed from Bluewater Power's electrical system.

Failure to comply with any of the above unmetered Connection requirements could result in Disconnection from the Distribution System as per these Conditions of Service and/or Bluewater Powers Disconnection/Reconnection Policy. Reconnection to the system would be subject to the reconnection requirements and Costs as outlined in these Conditions of Service and/or Bluewater Power's Disconnection / Reconnection policy.

Security deposits, billing and payment options are handled as specified in Section 2.4 Tariffs and Charges.

3.9.2.3 Work by Bluewater Power

Bluewater Power Connection, Isolation and Re-Energization fees are calculated based on the methodology in 0Appendix D - Methodology for Standard Fees for Various Services. Note

that extra work by Bluewater Power beyond a simple Connection onto the overhead or underground system is at the Customer's expense.

3.9.2.4 Disruptive Loads

Disruptive Loads are resolved as specified in Section 2.3 Conveyance of Electricity and Bluewater Power Distribution System Voltage and Power Quality. Where disruptive Customer Loads persist, the unmetered Customer may be billed for subsequent Bluewater Power restoration Costs, or may be "electrically isolated" or "permanently removed" from the Bluewater Power distribution network.

3.10 Street Lighting

Street lights owned by Bluewater Power Municipal Shareholders shall be assessed using the same methodology as an unmetered Connection.

All new streetlights connected to the system shall be installed according to the requirements of the Electrical Safety Authority.

Bluewater Power shall not permit streetlights to be attached to its poles without a third party review by Bluewater Power and without the party agreeing to pay for all future Maintenance and agreeing that Bluewater Power shall perform all Maintenance on a Cost of Service basis.

All new streetlights shall be equipped with a photocell switch Integral to the light housing, or an equivalent technology.

Wherever possible, all streetlight retrofits or Upgrades shall be as per current specifications.

Each unmetered Connection, whether it is the Customer's only Connection or one of many Connections for the Customer, shall be billed according to the reasonable estimate of electrical Demand for a device multiplied by the time during which the device is assumed to be in operation all is determined by Bluewater Power, acting reasonably.

The Customer shall submit drawings and detailed manufacturers information prior to the Connections to the Distribution System being made. This information will be used to determine the billing in accordance with Section 3.9 Unmetered Connections.

Unless notified in writing by the Customer, once a streetlight is installed, it will be considered connected to the system and operational at all times in accordance with the applicable profit and it will be billed accordingly.

Customers with Streetlights are responsible for the distribution Rate and consumption charge as listed on Bluewater Power's website.

3.11 Sentinel Lights

Bluewater Power does not permit any new Sentinel Lights to be installed within its distribution territory.

Customers with Sentinel Lights in existence prior to April, 2000 were advised by letter that they owned the Sentinel Light from that point further and that no rent shall be payable.

Customers with Sentinel Lights are responsible for the distribution Rate and consumption charge as set in the Schedule of Rates listed on Bluewater Power's website.

Maintenance of Sentinel Lights is to be performed by a qualified licensed electrician or by Bluewater Power on a fee for Service basis.

3.12 Temporary Services

This section pertains to the supply of electrical Energy on a planned temporary basis.

Services for temporary accommodation such as portable school rooms are not permitted.

The Customer must pay the Costs for all non-reusable equipment.

Customers who install and maintain the Load equipment are also responsible for installing and maintaining the Service conductors from the Supply Point to the Load. It will be at Bluewater Power's discretion whether the Secondary conductors are installed underground or overhead to the point of Connection.

If, for some reason, a Supply Point is relocated, the Customer shall be contacted and informed that the Service conductors must be extended, at a Cost to the Customer to the new Supply Point.

For all Temporary Services, Bluewater Power's metering requirements will apply.

If any Personnel, including contractor or sub-contractor, takes supply from the line side of the meter or jumps the fuse, the Service to the facility or building shall be disconnected immediately.

3.12.1 Service Requirements

The Service voltage will be established by Bluewater Power depending upon the location of the building/construction site.

Larger Services may require a temporary Primary Service (ref: Section 3.3 General Service (Above 50 kW)).

Bluewater Power shall establish the point of Connection for the building/construction site.

3.12.2 Service Information

- i. At the discretion of Bluewater Power one or more Temporary Services may be provided for a site, subject to the requirements of the ESA.
- ii. The location of the Service entrance point and details of metering shall be established through consultation with Bluewater Power. Failure to comply may result in modifications at the Customer's expense.
- iii. A temporary Service is defined as a Service required for a period of only one (1) year or less.

3.12.3 Supply from Pole Line (where permitted by bylaw)

The Customer has the responsibility to provide the Secondary overhead conductor to the point of Connection, or, pay for Bluewater Power to provide the conductor. Bluewater Power shall install and connect the Service conductor at the point of Connection.

Pole mounted Services require a weatherproof cabinet at a size sufficient to house the Service and meter equipment. The cabinet shall have provision for padlocking. No metering or Service equipment may be attached on Bluewater Power poles.

Bluewater Power may provide an overhead Primary Service for large projects, at the Customer's expense. Line poles provided for utility equipment shall be a minimum of Class 3.

3.12.4 Supply from Underground Distribution System

There are areas where only an underground system has been installed. The Customer shall consult with Bluewater Power to establish the method and Cost of obtaining temporary construction Service.

Due to the wide variation in these Services, the Customer shall pay the Costs incurred by Bluewater Power.

3.12.5 Site Information

The Customer is to provide the following information to Bluewater Power:

- i. Civic address;
- ii. Customer billing information such as Customer name, billing address, telephone number;
- iii. requested energization and removal dates;

- iv. Service amperage;
- v. preferred voltage;
- vi. preferred point of Service entrance;
- vii. estimated kilowatt Demand;
- viii. a listing of all significant Loads such as large motors;
- ix. a site plan showing the location of the delivery point relative to lot lines and the street;
and
- x. a completed Load Summary form may be required.

3.12.6 Metering

The Customer shall supply metering equipment in accordance with Bluewater Power Metering Specifications in [Appendix D Table 1.11 and Table 1.12](#).

3.12.7 Servicing Cost

Refer to Service Charge Schedule, Appendix D - Methodology for Standard Fees for Various Services (for Secondary supply voltages). These Costs are determined independent of the Rate classification.

4 GLOSSARY OF TERMS

Affiliate	With respect to any party, a) any legal entity of which the securities or other ownership interests representing fifty percent (50%) or more of the equity or fifty percent (50%) or more of the ordinary voting power or fifty percent (50%) or more of the general partnership interest are, at the time such determination is being made, owned, Controlled or held, directly or indirectly, by such legal entity, or b) any legal entity which, at the time such determination is being made, is Controlling or under common Control with, such legal entity. As used herein, the term “Control”, whether used as a noun or verb, refers to the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of a legal entity, whether through the ownership of voting securities, by Agreement or otherwise with respect to a corporation, has the same meaning as in the Business Corporations Act (Ontario).
Apartment Building	A residential structure containing four or more dwelling units to which access to each unit is through a common entrance or entrances from the outside and through a corridor or hallway from the inside.
Basic Connection	A new residential single-phase, Secondary Service including transformation capacity, standard metering, and 30-metres of Secondary conductor.
Betterment	Please refer to “Enhancement” definition.
Billing Demand	The metered Demand or connected Load after necessary adjustments have been made for power factor, intermittent rating, transformer losses and minimum billing. A measurement in kilowatts (kW) of the maximum Rate at which electricity is consumed during a billing period.
Board	Ontario Energy Board (OEB).
Board of Directors	Board of Directors of Bluewater Power.
Bulk Meter	A revenue class Measurement Canada approved meter and/or installation that is used as a single point of measurement and the final Bluewater Power meter element of the typical billing arrangement for a Premise. This device would be independent of Customer-owned and billed downstream revenue metering or metering which is owned and operated by a licensed sub-metering provider.
Buss	A common current carrying element that allows the Connections of other elements to that Common Element.
Cable Chamber	A permanent, secure, self-contained enclosure designed to install, support, and operate underground cables. These chambers can be one of several forms: hand hole, manhole, sidewalk vault, transformer base, switching base, station basement, enclosed pull pit, or transformer vault.

Circuit Breaker	A device designed to open and close a circuit by non-automatic means and to open the circuit automatically without damage to itself when properly applied within its ratings under fault or Emergency conditions.
Check Meter	A revenue class Measurement Canada approved meter and/or installation that is not used as part of the typical billing arrangement for a Premise, yet, may be used for the assessment of a charge for the recovery of lost Energy and Demand from Customer-owned equipment, dry core transformers, and losses down-stream of Bluewater Power's revenue meters.
Cold Metering	A Service installation where the main switch, located on Customer owned Property, is connected on the supply side (a.k.a. line side) of the Bluewater Power meter.
Common Element	Refers to House Service.
Conditions of Service	The document developed by a Distributor in accordance with sub-Section 2.3 of the Distribution System Code that describes the operating practices and Connection rules for the Distributor.
Condominium	A building in which each individual dwelling unit is held in separate ownership.
Connection	The process of installing and activating Connection Assets in order to Distribute electricity to a Customer.
Connection Agreement	An agreement entered into between a Distributor and a Person connected to its Distribution System that delineates the conditions of the Connection and delivery of electricity to that Connection.
Connection Assets	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 a Distributor's main Distribution System and the ownership demarcation point with that Customer.
Consumer	A Person who uses, for the Person's own consumption, electricity that the Person did not Generate.
Cost	Implies burdened labour, material, and vehicles and equipment expenses, including travel time (one hour return), however, excludes applicable taxes, although taxes are applicable to the final Cost. "Cost" and "Fee" may be interchangeable.
CSA	The Canadian Standard Association (www.csa.ca).
Customer	A Person that requests a Service be provided by Bluewater Power, such as the Person who has contracted for or intends to contract for Connection of a Load or an Embedded Generation Facility. This includes developers of residential or commercial sub-divisions, Consumers, and Generators. An Energy account may only be opened in one Person or business' name, and that Person or business becomes the Customer. The Customer is responsible for compliance with these Conditions of Service and for paying the Rates, charges and fees in accordance with these Conditions of Service.

Demand	The average value of power measured over a specified interval of time, usually expressed in kilowatts (kW). Typical Demand intervals are 15, 30 and 60 minutes.
Demand Meter	A meter that measures a Customer's peak usage during a specified period of time.
Detached Dwelling	A dwelling that is designed for occupancy by one family or household only and is situated on a separate lot and is not attached by any means to any other dwelling.
Disconnect/Collect Trip	A visit to a Customer's Premises by an employee or agent of the Distributor to Demand payment of an outstanding amount or to shut off or limit distribution of electricity to the Customer failing payment.
Disconnection	A deactivation of Connection Assets that results in cessation of distribution Services to a Customer.
Distribute	With respect to electricity, means to convey electricity at voltages of 50kV or less.
Distribution System	A system for distributing electricity, and includes any structures, equipment or other items used for that purpose. A Distribution System is comprised of the main system capable of distributing electricity to many Customers and the Connection Assets used to connect a Customer to the main Distribution System.
Distribution System Code	The code, approved by the OEB, and in effect at the relevant time, which, among other things, establishes the obligations of a Distributor with respect to the Services and terms of Service to be offered to Customers and Retailers and provides minimum technical operating standards of Distribution Systems.
Distributor	A Person who owns or operates a Distribution System. Bluewater Power is the licensed Distributor.
Downtown	The Load electrically supplied within one of the following areas: <ul style="list-style-type: none"> • Municipally designated existing and future overhead to underground utility conversion zones as amended from time-to-time; • Municipally designated core area.
Dry Core Transformer Losses	An OEB-approved charge for the recovery of lost Energy and Demand from Customer-owned dry core transformers that are installed down-stream of Bluewater Power's revenue meters.
Economic Evaluation Model	The evaluation used to determine the net servicing Cost based on Bluewater Power's standards for the Customer to which this applies.
Electrical Safety Authority (ESA)	The Person or body designated under the Electricity Act, 1998, Regulations as the Electrical Safety Authority. (www.esasafe.com)
Embedded Distributor	A Distributor who is not a wholesale market participant and that is provided electricity by a Host Distributor.
Embedded Generator or Embedded Generation Facility	A Generator whose Generation Facility is not directly connected to the IESO controlled Grid but instead is connected to a Distribution System. A Customer that:

Embedded Retail Generator	<ul style="list-style-type: none"> a) is not a wholesale market participant or a net metered Generator; b) owns or operates an Embedded Generation Facility, other than an Emergency Backup Generation Facility; c) sells output from the Embedded Generation Facility to the Ontario Power Authority under contract or to a Distributor.
Embedded Wholesale Generator	A Consumer who is a wholesale market participant whose facility is not directly connected to the IESO-controlled Grid but is connected to a Distribution System.
Emergency	Any abnormal system condition that requires immediate action to prevent or limit loss of a Distribution System or the supply of electricity that could adversely affect the reliability of the electricity system. The electrical context of Emergency includes prevention of loss of life or Property.
Emergency Backup	A Generation Facility that has a transfer switch which isolates it from the Distribution System such that “Emergency Backup” cannot be paralleled to the Distribution System for safety, metering, and equipment damage reasons.
Energy	The product of power multiplied by time, usually expressed in kilowatt-hours (kWh).
Energy Diversion	The electricity consumption unaccounted for but that can be quantified through various measures upon review of the meter mechanism, such as unbilled meter readings, tap off Load(s) before the revenue meter or meter tampering.
Enhancement	A modification to an existing Distribution System that is made for the 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. Enhancement made to Bluewater Power’s existing system of stations, feeders and distribution lines that while not specifically attributable to the new Customer Connection, is required to assure that the system has the capacity and reliability to provide for future Connections. An Enhancement from a Customer’s side of the ownership demarcation point is defined when an Electrical Safety Authority permit is required.
Expansion	A modification or addition to the main Distribution System in response to one or more requests for one or more additional Customer Connections that otherwise could not be made. An example is increasing the length of the Distribution System to connect a Customer, or a limited number of Customers and includes the modifications or additions to the main Distribution System identified in Section 3.2.30 of the Distribution System Code , but, in respect of a Renewable Energy Generation Facility, excludes a Renewable Enabling Improvement. Expansion of the system may not provide any general improvement of reliability or capacity to the Bluewater Power system.
EUSR	Electrical Utility Safety Rules as developed by Infrastructure Health & Safety Association (IHSA) www.ihsa.ca

FIT	Ontario Power Authority's ("OPA") feed-in-tariff Renewable Energy program.
Force Majeure	A cause reasonably beyond the control of the party whose inability as aforesaid is involved such as, but without limitation to, strike, lockout or other labour dispute of that party's employees, damage or destruction by the elements, accident to the works of that party, fire explosion, war on the Queen's enemies, legal act of the public authorities, insurrection, Act of God or inability to obtain essential Services or to transport materials, products or equipment because of the effect of similar causes on that party's suppliers or carriers.
Generate	To produce electricity or provide ancillary Services, other than ancillary Services provided by a transmitter or Distributor through the operation of a transmission or Distribution System.
Generation Facility	A facility for generating electricity or providing ancillary Services, other than ancillary Services provided by a transmitter or Distributor through the operation of a transmission or Distribution System, and includes any structures, equipment or other things used for that purpose.
Generator	A Person who owns or operates a Generation Facility.
Good Utility Practice	Any of the practices, methods or acts engaged in or approved by a significant portion of the electric utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgement in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable Cost consistent with good practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practice, methods, or acts generally accepted in North America.
Government Authority	Any government, parliament, legislature or any regulatory authority, agency, commission or a Board of any government, parliament or legislature, or any political subdivision thereof, or any court or, without limitation to the foregoing, any other law, regulation or rule making entity or any Person acting under the authority of any of the foregoing or any other authority charged with the administration or enforcement of laws, including the Privacy Commissioner of Canada and the Information and Privacy Commissioner of Ontario and the Ontario Energy Board (the "OEB"), the Ontario Power Authority and the Ontario Ministry of Energy.
Grid	The LDC electricity Distribution System and where relevant includes the transmission system.
Holiday	A Saturday, Sunday, statutory Holiday, or any day defined in the Province of Ontario as a legal Holiday.
Host Distributor	The Distributor who provides electricity to an Embedded Distributor.

House Service, Public Service or Common Element	That portion of the electrical Service in a multiple unit occupancy facility that supplies electrical Loads shared by or benefits more than one unit. Examples of such Loads are space heaters, central air conditioners, central ventilating units, pools, laundry facilities, lighting (for parking lots, sign Service, corridor and walkway), electric water heaters, dry-core transformer losses, etc.).
IESO Infill Service	The Independent Electricity System Operator (www.ieso.com). Any Service (e.g. rural or urban) installed which was not part of a pre-planned subdivision or a Service that was installed five years or more after the pre-planned subdivision has had the primary electrical installation “Substantially Completed.” Refer to Appendix D - Methodology for Standard Fees for Various Services for details.
Integral	Customer owned equipment that impacts the Bluewater Power Distribution System which is limited to: <ol style="list-style-type: none"> 1. Equipment up to the first protective device inside the Customer’s ownership demarcation point; 2. Equipment on or in Bluewater Power structures or in proximity to Bluewater Power’s energized primary system; and 3. Equipment owned by Bluewater Power within the Customer’s ownership demarcation point (e.g. transformers, meters).
Interval Meter	A device that measures and records electricity Energy use (kilowatt-hour, kWh), and the Rate at which it is used (Demand – kW, kVA, or kQ as installed) on an hourly or sub-hourly basis.
Isolation / Re-Energization	A Customer initiated “Disconnection / Reconnection,” or separation from sources of dynamic Energy for the purpose of the Customer doing work on or near electrical apparatus. Isolation may include de-energization of the electrical equipment. Re-energization means the reconnection of the source of dynamic Energy to the Load once work on or near the electrical apparatus is complete.
Linear Row Housing	A group of three or more attached one family dwelling unit each of which has legal frontage on a public street.
Load	Any device (i.e. equipment, apparatus) or a collection of devices that rely on electricity to function.
Load Displacement	In relation to a Generation Facility that is connected on the Customer side of a Connection point, that the output of the Generation Facility is used or intended to be used exclusively for the Customer’s own consumption.
Load Control Device	A Load limiter, timed Load interrupter or similar device that limits or interrupts normal electricity Service.
Load Transfer	A network Supply Point of one Distributor that is supplied through the distribution network of another Distributor and where this Supply Point is not considered a wholesale supply or bulk sale point.
Load Transfer Customer	A Customer that is provided distribution Services through a Load Transfer.

Lies Along	A Customer Property or parcel of land that is directly adjacent to or abuts onto the public Road Allowance or easement where Bluewater Power has distribution facilities of the appropriate voltage, wiring configuration, and capacity. Thus, the Premise can be connected without Expanding, reinforcing the Grid, or land rights.
Low-Income Customer	A residential electricity Customer who has a pre-tax household income at or below the most recent pre-tax Low Income cut-off, according to Statistic Canada, plus 15%, taking into account family size and community size, as qualified by a Social Service Agency or Government Agency; or a residential electricity Customer who has been qualified for Emergency Financial Assistance.
Maintenance	Any inspection, testing, cleaning, torquing, adjusting, and calibrating electrical equipment, or replace Support Structures associated with the electrical system but no electrical Betterments.
Measurement Canada	The Special Operating Agency established in August 1996 by the Electricity and Gas Inspection Act, 1980-81-82-83, c. 87 and the Electricity and Gas Inspection Regulations (SOR/86-131).
Meter Service Provider	Any entity that performs Metering Services on behalf of a Distributor or Generator.
Meter Installation	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.
Meter Socket	The mounting device for accommodating a socket type revenue meter.
Metering Services	Installation, testing, reading and Maintenance of meters.
Micro FIT	The Feed-In Tariff program under the Ontario Power Authority generation programs for micro-embedded renewable generation with a name plate rating of 10kW or less in size on a Customer's Property.
MIST	Metering Inside the Settlement Timeframe. This refers to an Interval Meter from which data is obtained and validated within a designated settlement timeframe.
MOST	Metering Outside the Settlement Timeframe. This refers to an Interval Meter from which data is only available outside the designated settlement timeframe.
Multi-Unit Commercial	A commercial building occupied or intended to be occupied by two or more unrelated commercial entities.
NCC	National Capital Commission.
OEB	The Ontario Energy Board (www.oeb.ca). The Ontario regulator of the electricity and natural gas sectors in the public interest under the mandate and authority of the Ontario Energy Board Act , 1998, S.O. 1998, c.15, Schedule B, the Electricity Act , 1998, plus other provincial statutes.

Offer to Connect	Provision of details to the Customer, on the requirements to get connected to the distribution network, as specified in the Distribution System Code Section 3.2 “Expansions”.
Ontario Electrical Safety Code	The code adopted by O. Reg. 164/99 as the Electrical Safety Code.
Operational Demarcation Point	The physical location in which a Distributor’s responsibility for operational control of distribution equipment, including Connection Assets, ends and the Customer’s begins.
Ownership Demarcation Point	The physical location at which a Distributor’s ownership of distribution equipment, including Connection Assets, ends and the Customer’s begins. Specific equipment belonging to the Distributor may be within the Customer’s ownership side of the demarcation point as defined by the Ontario Electrical Distribution Safety Code. The electrical ownership demarcation point is normally not the same point as the Support Structure (of the electrical equipment) ownership demarcation point.
Person	An individual, partnership, corporation, association, or other incorporated or unincorporated organization or legal entity.
Plans	Approved Plans, specifications, standards, working drawings, bill of materials, blueprints, schedules, standard work methods, and similar renderings for the construction and installation of Bluewater Power equipment.
Point of Supply	Refer to “Supply Point” definition.
Power Line Carrier	The use of existing electricity wire infrastructure to carry voice and data signals by transmitting high frequency data signals through the electric power lines.
Premise	The building or portion of a building that is provided with electricity through a meter with one Bluewater Power account.
Primary Service	Any Service which is supplied with a nominal voltage greater than 750 volts but less than 50,000 volts.
Primary Voltage	Any voltage between 750 volts and 50,000 volts.
Private Road	Any street, road, lane or other means of vehicular access to or egress from buildings, lots or units that are not owned by the City, and thus does not conform to approved road cross-sections acceptable to Bluewater Power.
Property	A piece of defined land within Ontario’s land registry system that has a unique Property identification number (PIN).
Public Service Rate	Refers to “House Service” or “Common Element”. Any financial Rate, charge or other consideration, and includes a penalty for a late payment.
Regulations	The Regulations made under applicable legislation.
Renewable Enabling Improvement	A modification or addition to the main Distribution System identified in Section 3.3.2 of the Distribution System Code that is made to enable the main Distribution System to accommodate generation from Renewable Energy generation facilities.
Renewable Energy	Under the Ontario Power Authority (“OPA”) Micro-FIT, FIT or RESOP program means Energy Generated from wind (off-shore

Representatives	and on-shore), solar photovoltaic (PV), bioenergy (biogas, biomass or landfill gas) or water generation, or, as prescribed by regulation. In reference to party, means the party's directors, officers, employees, agents and contractors, the party's Affiliates, and all such Affiliates' respective directors, officers, employees, agents and contractors.
Residential Underground Subdivision	A residential area with three or more homes electrically supplied from an on-grade pad-mounted transformer(s), transformer sidewalk vault, or Secondary pedestal(s) by underground Secondary cables.
Residential Service	A Secondary Service for a dwelling for domestic use. Refer to Section 3.1. Services that do not meet the requirements of residential are classed as General Services as per Sections 3.2 to 3.9.
Retail Settlement Code	The code approved by the OEB and in effect at the relevant time, which, among other things, establishes a Distributor's obligations and responsibilities associated with financial settlement among Retailers and Customers. It also provides for tracking and facilitating Customer transfers among competitive Retailers.
Retailer	A Person who: <ul style="list-style-type: none"> a) Sells or offers to sell electricity to a Consumer; or b) Acts as an agent or broker for a Retailer with respect to the sale or offering for sale of electricity; or c) Acts or offers to act as an agent or broker for a Consumer with respect to the sale or offering for sale of electricity.
Right-of-Way, Road Right-of-Way or Road Allowance	The band of land between private Property lines that has been set aside by a government for public use and access for the purpose of travel, or utility use and access, for example, traffic signs, traffic signals, and utility Services.
Secondary	Low voltage wires or Service component operating at 750 Vac or less.
Semi-Detached	A dwelling divided vertically to provide two dwelling units separated by a common wall.
Service	The Service wires or components used to provide the Connection to the Customer Property for the purpose of supplying electrical Energy to the Customer Premises.
Service Area	With respect to a Distributor, the area in which the Distributor is authorized by its license to Distribute electricity.
Service Date	The date that the Customer/Consumer and Bluewater Power mutually agree upon the permanent energization by Bluewater Power for billing purposes.
Service Size	The maximum deliverable amperes allowed to an installation as determined by the continuous ampere rating of the main device (breaker or switch). The over-current protection (such as the fuse or relay) installed in the main device may be less than the Service Size.
Smart Meter	A device that measures electrical Energy use (kilowatt-hours, kWh) on an hourly or sub-hourly basis and is part of an integrated data

	management system. In some Commercial Premises, Smart Meters also measure Demand quantities (kW and/or kVA). The meter records, stores and transmits date- and time-stamped meter readings to a utility's computer to process the data for Time-of-Use billing and Customer presentment. Smart Meters may also include other capabilities and features to aid in Load management and Energy conservation.
Standard Supply Service Code (SSS)	The code approved by the OEB and in effect at the relevant time, which, amongst other things, establishes the minimum conditions that a Distributor must meet in carrying out its obligations to sell electricity under Section 29 of the Electricity Act.
Sentinel Lighting	Similar to Street Lights, Sentinel lights provide light during hours of darkness, usually in parking lots and farm yards.
Substantially Complete	Means that the Bluewater Power primary distribution supply to the area has been energized.
Supply Point or Point of Supply	The Customer Connection point, for both primary and Secondary Services, to the Bluewater Power Distribution System. This might be located at an underground Cable Chamber, vault, pole, or pad-mounted device. This electrical Supply Point might be located on the public Road Allowance, or, an adjacent Property from which Bluewater Power has land access rights. With respect to an Embedded Generator, "Supply Point" means the Connection point where electricity produced by the Generator is injected into a Distribution System. In all cases, Bluewater Power will designate the final Supply Point.
Support Structure	Any equipment that physically supports and routes the Distribution System between the substation and the Customer. This would include poles, overhead platforms, towers, anchors, guy wires, lashing messengers, underground Cable Chambers, transformer & switch bases, and ducts.
Temporary Services	Can refer to one of the following: <ul style="list-style-type: none"> a) the a planned temporary Service that is an ESA inspected electrical Service and granted temporarily for a period of less than one year for purposes such as pole mounted Service equipment, construction sites, trailers, cranes, boathouses, or special events; b) an unplanned temporary Service conductor that is provided by Bluewater Power for a faulted underground Secondary conductor, or c) a planned temporary Distribution System configuration during an underground primary system Expansion and is implemented where subdivision construction is to proceed in phases.
Unmetered Loads	Electricity consumption that is not metered and is billed based on estimated usage and its Load profile if it can be determined. These small Services are 120 volts and not more than 15A, with the exception of public traffic signals and public street lighting if they are operated and maintained by a public road authority, and the Load is not more than 100A. Unmetered Services are not included

in Bluewater Power's Customer count as submitted to the Ontario Energy Board and are, therefore, not subject to the Service quality measures or the minimum standard guidelines included in the [Distribution System Code](#).

Unmetered Scattered Loads

Equipment whose electricity consumption is relatively small and predictable is frequently not measured and is called unmetered scattered Load. Examples of these types of Loads are billboards, phone booths, traffic lights, cable TV amplifiers.

Upgrade

A change from one Service Size to another, a relocation of a meter from one location to another, a change in Service from overhead to underground, or changes that require an ESA permit.

Upstream Cost

A per kilo-watt Enhancement Cost estimate for the improvement of the Distribution System including stations based on a historical three to five-year rolling average of the actual Enhancement Costs incurred in system Expansions as per approved OEB Rates and Customer class.

5 APPENDICES

Appendix A - Map of Service Area

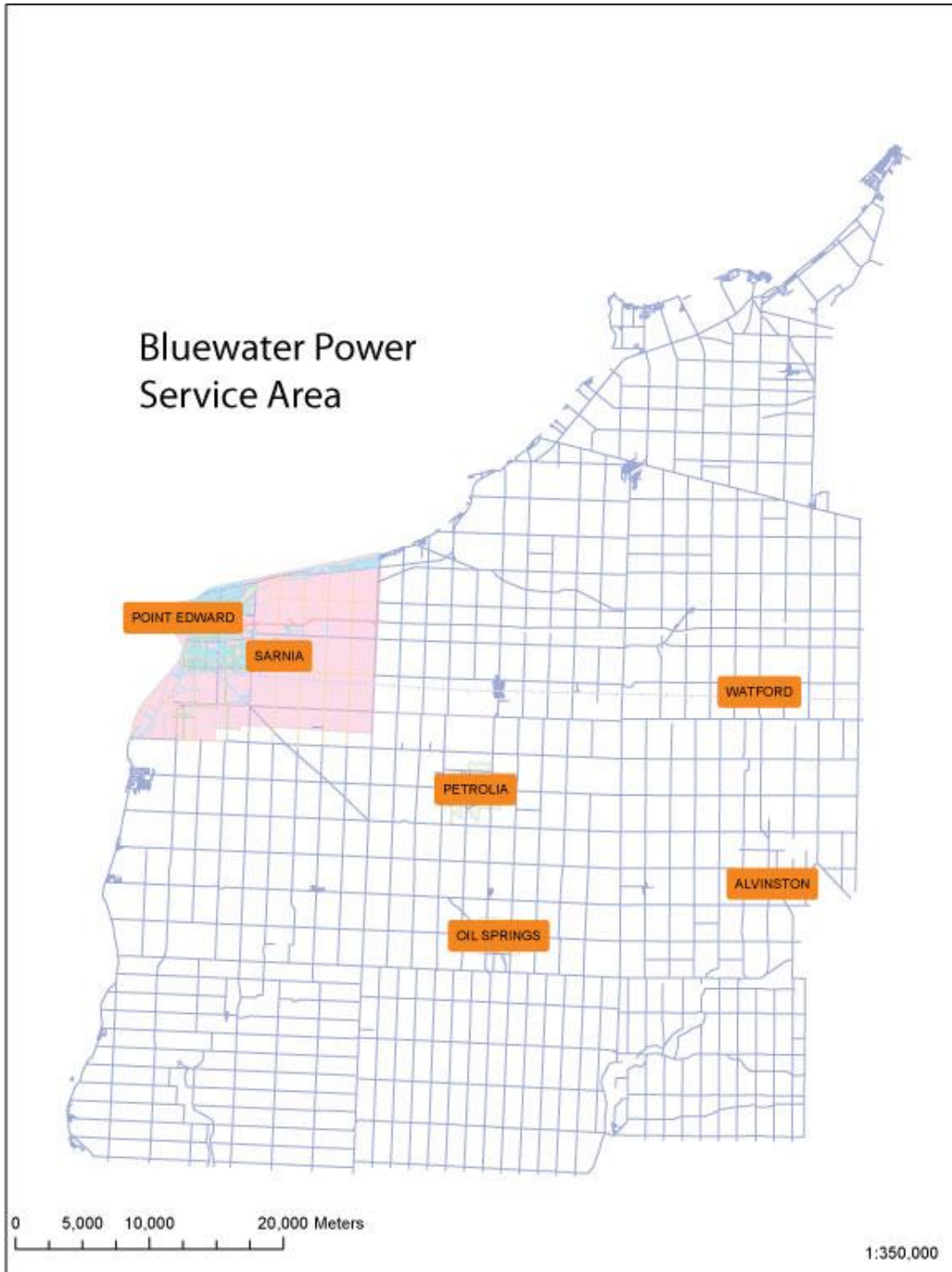


Figure 5-1 Bluewater Power Distribution Service Area

Appendix B - Links to Legal References

Primary References on the Matter:

[Electricity Act, 1998](#)

[Ontario Energy Board Act, 1998](#)

[Bluewater Power Distribution Licence](#)

[Affiliate Relationships Code](#)

[Distribution System Code](#)

[Retail Settlement Code](#)

[Standard Supply Service Code](#)

[Relevant Rate Orders](#)

Other Applicable Federal or Provincial Laws:

[Federal Electricity and Gas Inspection Act](#)

[Public Service Works on Highways Act](#)

[Municipal Act](#)

[Bankruptcy and Insolvency Act](#)

[Condominium Act](#)

[Bank Act](#)

[Personal Information Protection and Electronic Documents Act](#)

Appendix C - Service Voltages

Primary Service Voltages:

27.6/16 kV, 3 phase, 4 wire	Within the City of Sarnia, Point Edward, Petrolia and Watford only
8.32/4.8 kV, 3 phase, 4 wire*	City of Sarnia, Oil Springs and Alvinston
4.16/2.4 kV, 3 phase, 4 wire*	City of Sarnia (west of Murphy Road only), Petrolia, Watford, Point Edward

* [Restrictions or limits]

1. Maximum up to 500 kVA capacity for 8.32kV and 4.16 kV circuits will only be allowed in areas where the Distribution System can accommodate the proposed Service. Contact Bluewater Power to discuss your requirements.
2. Maximum of 1,500 kVA where 27.6 kV is available

Secondary Service Voltages:

3 Phase, 4 wire	120/208 Vac, 347/600 Vac
Single Phase	120/240 Vac

The City of Sarnia (Downtown Core) is served by a 120/208 Vac network.
No other Secondary Service voltages are available in this area.

Appendix D - Methodology for Standard Fees for Various Services

General Notes and Guidelines when using Appendix D

1. Refer to the Glossary for the definitions, especially “Basic Connection,” and “Cost.”

Appendix D applies to infill development, Service Upgrades, and special Services where the Economic Evaluation Model does not apply. For new subdivisions or new commercial/industrial developments, the Cost is subject to the outcome of the Economic Evaluation Model. Appendix D applies to “one off” projects and is not intended for several multiple Connections by a Customer within the same time and location. For such multiple requests, Bluewater Power will provide the Customer a custom estimate for the proposed work.

2. Appendix D may be applied wherever a particular Service voltage and size is available. However, Bluewater Power has design standards and the municipalities have by-laws that limit the availability of some types of Services in parts of the Service Area. For example, an overhead Service is not available in all underground areas and 400A Services are not available in all overhead areas.
3. For new infill Residential Services (i.e. new Services in an area where the electrical system is already established), a basic underground 200A Service up to 30m in length shall be provided as the standard basic Service and, thus, at no additional Cost as the Cost is included in the Bluewater Power portion of the electricity (non-commodity) Rates. However, for other Service Sizes greater than 200A there shall be a fee based on the Cost of such a Service less the value of a standard basic Service. There is no equivalent arrangement for commercial Services; a new infill commercial Customer pays the full Cost of their Service regardless of the Service Size unless an Economic Evaluation is required.
4. A Service Upgrade means a change from one Service Size to another, a relocation of a meter from one location to another, a change of Service from overhead to underground, work requiring an ESA permit, or other electrical improvements not designated as Maintenance such as a change in wiring or electrical equipment. Note that there may be fees even when the size of the Service is reduced. No deduction for the standard basic Service applies in the case of Upgrades to existing Services because the Services are deemed to have received this deduction already.
5. Fees apply to the full rating of the main switch (e.g. 100 A, 200 A, etc.) and not to the installed protection that could be of smaller size.
6. For a quote, contact Bluewater Power’s Design Services Department. Bluewater Power shall assess final servicing and Cost based on this Conditions of Service document including Appendix D.
7. Provision of material:

- Residential Services \leq 400A: Bluewater Power shall provide and install standard conductor up to 30m of either OH or UG wire at no extra Cost. The Customer pays for lengths in excess of 30m.
 - All other Services $>$ 400A, and all Commercial Services: Customer provides and installs electrical conductors and civil structures at their Cost for Bluewater Power to connect at the point of Connection determined by Bluewater Power.
8. All fees will be quoted excluding applicable taxes, though applicable taxes shall apply to the final total Cost.
 9. Quotes expire after 60-calendar days after date of issue, but, may be extended at the determination of Bluewater Power in writing for an additional 30 days.
 10. If and when any Service work is undertaken on Customer owned equipment in the vicinity of the electrical ownership demarcation point and requires an ESA permit, the following non-standard Service equipment configurations must be brought to Bluewater Power's current technical servicing standards:
 - a. Single or duplex residential Premise with indoor metering installation shall be relocated outdoors;
 - b. Central metering (metering current transformer at the top of the pole);
 - c. 2½ element metering on a three phase Service;
 - d. Multiple Services to a Property from the public road right of way or Bluewater Power easement;
 - e. Overhead Service wires with a 400A or larger Secondary Service;
 - f. Three phase delta Service supplied from the public Road Allowance or Bluewater Power easement;
 - g. Secondary Service voltages which are not 120/240V, 120/208V or 347/600V supplied from the public road right of way or Bluewater Power easement;
 - h. Multiple pole structure supporting transformers and/or switchgear;
 - i. Three phase overhead Customer owned pole line with multiple pole-mounted and/or pad-mounted transformers;
 - j. A facility/site/campus/trailer park with mixed Distribution System ownership demarcation points; or
 - k. Indoor or outdoor primary electrical vaults with one or more of the following items:
 - (1) No or limited access for equipment replacement;
 - (2) Open cable terminations having multi-way Connections with no switchable means (aka: Buss);
 - (3) Small vault area with no defined safe operating area (aka: closet vault); or
 - (4) Vault with multiple Service voltages and/or multiple building Services.

If an existing Customer is only retrofitting for sub-metering, the Customer is exempt from the above Item 10(k) required correction. Future Upgrades or repairs due to failures after the installation of sub-metering shall require all of the above elements (points a to k) be met.

11. Where Bluewater Power has legal land rights and is requested to relocate its Distribution System, the conditions of Section 2.1.5 Relocation of Plant and 2.1.6 Easements shall be applied.
12. Bluewater Power shall provide one free Service layout for Secondary infill and Service Upgrades per Property, per year. Additional Service layouts within that calendar year shall have an additional layout fee, per request. If the Property ownership changed during that year, the new Property owner shall be provided one free Service layout if required.

Methodology for Standard Fees for Various 120/240V Service Connections

Residential – Basic Connection Fees

Notwithstanding the definition of Basic Connection, the basic Residential Service shall be supplied underground unless waived in the discretion of BPDC. The size shall be 200A, 120/240V. Services greater than 200A are available for a fee equivalent to the difference in Cost to the Basic Connection.

Available Service Sizes at 120/240V are as follows:

- Overhead: 100A, and 200A
- Underground: 100A, 200A and 400A

For a quote, contact Bluewater Power’s Design Services Department

1. Cost of installing a Service less than 200A is the same as for 200A.
2. As each Service is different, for simplification, the fees are based on an average burdened Cost of servicing for labour, vehicle time, equipment use, and material.
3. The Customer is responsible for the Cost of the wire beyond the standard 30m -- overhead or underground – with a Service Size of 400A or less.
4. The Customer shall be responsible for the installation Cost of civil works from the meter base to the Supply Point, including the installation of the meter base. The Customer shall be responsible for the on-going operation and Maintenance for the civil infrastructure within their Property unless a specific written agreement indicates otherwise.
5. For 400A or less, underground infill and Upgrade, the residential Customer is responsible for the Cost of the Service cable greater than 30m that Bluewater Power will supply and install. Bluewater Power shall assume ownership and Maintenance for its standard cable size and type.
6. When a system Expansion is required (ie. Poles, conductor, transformer Upgrade etc.) the project will fall under an Offer to Connect contract where an Economic Evaluation will be performed.
7. Cost of Infill Service in the “Downtown” is higher than in the suburban areas as they include the Cost for the distribution vault, the Secondary Buss, and duct.

8. In areas where the incoming Service performs the function of supplying a mix of commercial and Residential Services, the Customer will be charged actual Costs for all requested Connection Assets.
9. For a new Service greater than 200A Bluewater Power will be required to assess the proposed Connection point for any capacity constraints.

a) Upgraded Residential Services

Where an existing connected Service requires upgrading, the existing meter and Secondary conductor are removed by Bluewater Power, when possible, at no additional Cost to the Customer.

There is no credit for removed material or the basic new residential credit with Upgraded Residential Services. Most old meters shall not be re-used, as the Cost of testing nulls any residual value. Overhead wire (and underground wire when in duct) is removed at no charge.

As the standard allowance was already given when the Service was first installed, the Cost for an Upgrade is based as follows:

- If the Service capacity is increased (i.e. Service Size grew), the Customer is charged the actual Cost for all Connection Assets. This includes any Connections at the Point of Supply and at the meter base.
- If the Service capacity is not increased (i.e. no Service Size change) and only a Service Disconnection is requested, refer to Section 2.2.1 for details.

For underground installations, the Customer is responsible for the Cost of the civil infrastructure from the Supply Point to the meter base, installation of the meter base (if applicable), including the required conductor.

Residential – Minor Upgrades

To qualify as “minor” Secondary residential Upgrades, three conditions apply:

1. The current Conditions of Service have been met;
2. Bluewater Power needs no material to do the work; and
3. There is no impact on Bluewater Power’s distribution network including stations.

Thus only a Service Isolation / Re-Energization is required. Typical examples of minor Upgrades are:

1. Change from a fuse panel to a breaker panel with no Bluewater Power material or transformation required (sometimes requested by insurance companies);
2. Replacement of a damaged main switch with the equivalent ampacity rating;
3. Tie up damaged stand pipe only;
4. Mutual benefit for small Upgrades that both the Customer and Bluewater Power would better their situation and no conductor or significant transformation by Bluewater Power is needed;

5. Rewire of a Premise without an increase in Service Size (therefore, no Bluewater Power material or transformation needed, but, sometimes requested by insurance companies).

Additional Cost may apply if a crew is needed on overtime for these minor Upgrades, or other job specific circumstances result in other recoverable fees.

To promote electrical safety, Bluewater Power shall give each Customer one electrical Service Isolation / Re-Energization at no charge for doing non-electrical Maintenance (i.e. no Betterments, no Upgrades, or wire changes). Conditions are that no ESA permit is needed, and this applies to an existing electrical Service, during regular business hours once per Property per rolling year. Examples of non-electrical Maintenance include tree trimming, painting, siding, and brick pointing. Government Emergency crews, while performing their duties, are exempt from the associated Isolation and Re-Energization fees.

General & Commercial Service – Basic Connection Fees

The basic general & commercial Service Sizes are referenced in Sections 3.2.2 Service and Metering Requirements. In all cases, the Customer supplies and installs the Service conductor underground to the Point of Supply. The applicable fees are for transformation, metering and Connection of the Service by Bluewater Power. Reference should be made to Section 3.2, 3.3 and 3.4 General Service (Below 50 kW) for further requirements.

For a quote, contact Bluewater Power's Design Services Department.

Notes:

1. Cost of installing a Service less than 100A is the same as for 200A.
2. As each Service is different, for simplification, the fees are based on the Cost of servicing for labour, vehicle time, equipment use, and material that includes metering and Buss, and transformer (if required). The Customer must contact Bluewater Power and enter into an Offer to Connect Agreement for the development.
3. The Customer supplies all civil infrastructures and Secondary conductor from the Supply Point to the meter base, and installation of the meter base.
4. The transformer is typically shared with several Customers. A dedicated transformer is at an additional Cost.
5. Cost of Services in the "Downtown" is higher than in the suburban areas as they include the Cost for the vault, the Secondary Buss, and duct.

a) Upgraded Commercial Services

Reference should be made to Section 4 "Glossary" for the definition of "Upgrade." The Customer will be charged the actual Costs in cases where the existing meter is removed by Bluewater Power.

In cases where the existing Service or meter can be re-used without any modifications, the Customer is charged the actual Costs for the Isolation/Re-Energization of Connection Assets.

Notes:

1. Where capacity is increased the Customer must contact Bluewater Power and enter into an Offer to Connect Agreement to determine a Cost estimate for the Upgrade
2. Where capacity is not increased the Customer is charged the actual Cost of Isolation / Re-Energization.
3. Customers who wish to Upgrade a Service in a Premise that has two distinct voltage supplies (ie. 120/240V and 347/600V) will be provided with one voltage supply at the time of Upgrade.

Other Services –Basic Connection Fees

In all cases, the Customer supplies and installs the Service conductor underground to the Point of Supply. The applicable fees are for transformation, metering and Connection of the Service by Bluewater Power.

For a quote, including situations not covered here, contact Bluewater Power’s Design Services Department

a) Temporary Services

Reference should be made to Section 4 for the definition of “Temporary Service.” as well as Section 3.1.2 (Temporary Services) and Table 1.7 for Basic Connection fees and allowances.

b) Unmetered Services

The fee is based on actual Costs for the Connection of assets.

The Customer provides and installs all their materials including their wire to the Point of Supply. Any Expansion Cost is at the Customer’s expense.

When more than one unmetered Service Connection can be made within close proximity of each other, and during the same Service call, the Connection Costs shall be based on time-and- material.

c) Isolation/ Re-Energization

Three fees would apply, in increasing order of Cost, each based on work done by regularly scheduled staff:

1. For when a meter technician simply isolates/re-energizes the Service via the socket meter base only;
2. For when a two-Person line crew isolates/re-energizes at the standpipe only, with or without material; and
3. For when a two-Person line crew isolates/re-energizes at a pad-mounted device.

Mixed Residential/Commercial –Meter Fees

When more than one meter is needed at a Premise consisting of both residential and commercial Loads served from an existing meter centre the fee is based on the actual Cost to connect all assets including all applicable meters.

The available meter Services are as follows:

- 120/240V (100A, or 200A);
- 208V, 2-phase, network meter (100A, or 200A);
- 347/600V

See Section 2.3.7 Metering for metering requirements.

See Table 1.8 for Basic Connection Fee and Allowances

Methodology for Standard Fees for Miscellaneous Services

Primary Maintenance Shutdown Fees

Bluewater Power refers to a primary Maintenance shutdown as the electrical Isolation from Bluewater Power's Primary Voltage supply, so the Customer can maintain their electrical equipment. Typical primary, Customer-owned enclosures and devices that Bluewater Power would isolate are vaults, unit substations, pad-mounted switching centres and pad-mounted transformers.

When a Customer requests a primary Maintenance shutdown (Isolation and Re-Energization) for the purpose of servicing their own Primary Voltage equipment, the shutdowns (Isolation and Re-Energization) shall begin and end during regular business hours and actual Costs are billed to the Customer.

Each additional Isolation and Re-Energization, or for other options such as Isolation and re-energization for non-primary Maintenance, the fees are based on the following:

- a. During Regular Business Hours
Bluewater Power will attempt to be available for the scheduled Isolation and Re-Energization; however, crews may be called to address Distribution System reliability issues. Thus, a specific Isolation or Re-Energization time is not guaranteed.

The fee is based on:

- i. Labour, travel time, and vehicle and equipment Cost for Isolation/re-energization.

- b. Outside Regular Business Hours
Bluewater Power will attempt to be available for the scheduled Isolation and Re-Energization; however, crews may be called to address Distribution System reliability issues. Thus, a specific Isolation or Re-Energization time is not guaranteed.

The fee is based on:

- i. As "During Regular Business Hours" except at overtime labour and vehicle Rates.

- c. Dedicated Bluewater Power Crew

This Service is offered at any time. The crew arrives on the scheduled time, and stays on site through the whole Isolation and Re-Energization period. Actual Costs are billed to the requesting Customer.

With the permission from the Property owner, any other Customer or third party requests for primary Isolation from Bluewater Power's Distribution System will be quoted on a case-by-case basis.

For further information, or, to schedule Services, contact Bluewater Power's general inquiry line).

Vault Access Fees

Customers requiring vault access for the purposes of fire alarm testing, ventilation checks and testing, contractor supervision, Customer inspections, or other non-primary equipment related work, must contact Bluewater Power to schedule a visit.

A minimum of one-week's lead time is required to schedule vault access, subject to availability.

Bluewater Power's charges for site visits for vault access as follows:

- a. During Regular Vault Access Hours
The fee is based on:
 - i. Labour, travel time, and vehicle and equipment Cost for Isolation/ re- energization.
- b. Outside Regular Vault Access Hours
 - i. Same as "During Regular Vault Access Hours" except at overtime labour and vehicle Rates.

Regular vault access hours are defined as Monday to Friday between 7:30 a.m. and 4:00 p.m., excluding statutory Holidays. Overtime labour Rates apply outside these regular vault access hours.

Bluewater Power will prepare an estimate, in advance, for any site visits required for vault access.

For further information, or, to schedule a field visit, contact Bluewater Power's Operations department.

Unauthorized Energy Usage Fee

Bluewater Power reserves the right to isolate or disconnect the supply of electricity to a Consumer or Customer for causes not limited to a safety concern, Energy Diversion, tampering, fraud or abuse on the part of the Consumer or Customer, or, when ordered by law.

In accordance with Sections 4.3.2 and 5.3.10 of the [Distribution System Code](#), Bluewater Power will monitor and act upon instances of tampering of metering and Service entrance equipment. Notification of the appropriate entities, such as Measurement Canada, the Electrical Safety Authority,

police, et cetera, may also occur. The Consumer or Customer shall be responsible for the Costs associated with the Isolation, servicing and reconnection of electrical Service. Servicing may not proceed until all technical and financial conditions for reconnection have been met. In the absence of the Consumer or Customer, the Property owner shall be responsible to pay for the associated Costs with the Isolation, servicing and reconnection of electrical Service.

Technical conditions may include bringing non-standard Service equipment configurations up to Bluewater Power's current technical servicing standards, as noted in Appendix D. Further, the Property must be re-inspected by the Electrical Safety Authority ("ESA") and an ESA Connection Permit issued. The aforementioned requirements are at the Property owner's expense.

In accordance with Section 4.3.3 of the [Distribution System Code](#), Bluewater Power may recover all reasonable Costs incurred as a result of unauthorized Energy use. The Costs incurred by Bluewater Power may vary; however, they are based on the applicable Costs of labour, truck time, equipment, asset damage, visits to the Property and administration involved to safely restore power. Associated legal or court fees may be applied, separately, as the case may arise.

Bluewater Power will take all remedies available to mitigate unauthorized Energy usage; including collecting estimated Costs of unmetered consumption, as calculated by Bluewater Power.

Embedded Generation

Bluewater Power may charge an initial consultation fee per the Distribution System Code. The Service provided is an initial discussion on the proposed project, the process involved, the existing Service and any apparent considerations for success of the project.

Connection impact assessments fees are assessed per the [Distribution System Code](#) and based on the project type and size plus any Costs attributable to other participating organisations such as Hydro One Networks Inc., and the Independent Electricity System Operator.

Assessment fees are a fixed Cost with the intent of recovering Costs. Project Connection fees are assessed on a Cost recovery basis as quoted depending on the job complexity.

Civil Installation Support

If the Customer needs to install civil structures (e.g. underground ducts) around/on to Bluewater Power's energized equipment for the Customer's electrical Connection, Bluewater Power and its Approved Contractors will undertake this work for a fee. Assessment fees are a fixed Cost with the intent of recovering Costs. Project Connection fees are assessed on a Cost recovery basis as quoted, depending on the job complexity. The Customer shall be responsible for excavation permits and final surface re-instatement.

Appendix D – Connection Fee Tables

Table 1.1 - New Residential – Single Phase Service

Customer Class	Ownership Demarcation Point	Standard Allowance (Basic Connection)	Basic Connection Fee (for Std. Allowance)	Variable Connection Fee	Service Disconnection Fee (Initiated by Customer request)
Overhead** Up to 200 Amps (Not requiring Transformation Facilities)	Top of Customer's Service Mast	Up to 30m O/H Secondary Service lines from the Distributor's "feed" pole or lines. Includes the single phase residential meter, Connections at the Point of Supply ("feed" location) and at the Customer's Service mast.	No Cost. Recovered through Distributor's Rates. (No Connection charge during regular working hours).	Customer charged actual Costs for Connection Assets beyond standard allowance. After hour's requests for Connection or Disconnection, actual Costs will be charged. Where a system Expansion is required (i.e. poles, conductor, transformation etc.) to be installed, the project will fall under an Offer to Connect where an economic evaluation will be performed.	Refer to Section 2.2.1 for requested Service Disconnection requirements.
Underground Up to 200 Amps (Not requiring Transformation Facilities)	Line side of Customer's Meter Base	Up to 30m of U/G Secondary Service lines from the Distributor's "feed" pole or lines. Includes the single phase residential meter, Connections at the Point of Supply ("feed" location) and at the Customer's meter base. Customer is responsible to coordinate with BPDC and is responsible for the Cost of the supply and installation of the conduit for the Secondary conductor.	No Cost. Recovered through Distributor's Rates. (No Connection charge during regular working hours).	Customer charged actual Costs for Connection Assets beyond standard allowance. After hour's requests for Connection or Disconnection, actual Costs will be charged. Where a system Expansion is required (i.e. poles, conductor, transformation etc.) to be installed, the project will fall under an Offer to Connect where an economic evaluation will be performed.	Refer to Section 2.2.1 for requested Service Disconnection requirements.
Customer Class	Ownership Demarcation Point	Standard Allowance (Basic Connection)	Basic Connection Fee (for Std. Allowance)	Variable Connection Fee	Service Disconnection Fee (Initiated by Customer request)

Primary Overhead Connection	Primary Connection point or disconnecting device located at the Distributor's pole line as determined by Bluewater Power.	Up to 30m of U/G Secondary Service lines from the Distributor's "feed" pole or lines. Includes the single phase residential meter, Connections at the Point of Supply ("feed" location) and at the Customer's meter base. Customer is responsible to coordinate with BPDC and is responsible for the Cost of the supply and installation of the conduit for the Secondary conductor.	No Cost for the Basic Connection. Recovered through Distributor's Rates. (No Connection charge during regular working hours).	Customer charged actual Costs for Connection Assets beyond standard allowance. After hour's requests for Connection or Disconnection, actual Costs will be charged. Where a system Expansion is required (i.e. poles, conductor, transformation etc.) to be installed, the project will fall under an Offer to Connect where an economic evaluation will be performed.	Refer to Section 2.2.1 for Requested Service Disconnection requirements.
-----------------------------	---	---	--	--	--

****Note:** Residential overhead Services will only be installed at BPDC discretion for instances where underground Services cannot be installed.

All Residential Services shall be installed underground to the point of Connection as determined by BPDC.

Table 1.2 – Residential – Subdivision Lots – Max. 200 Amps at 120/240 Volts

Customer Class	Ownership Demarcation Point	Standard Allowance (Basic Connection)	Basic Connection Fee (for Std. Allowance)	Variable Connection Fee	Service Disconnection Fee (Initiated by Customer request)
Underground Secondary Service for a lot pre-Serviced to the Property line.	Line side of Customer's Meter Base	Up to 30m of U/G Secondary Service lines starting from where the lot is pre-Serviced at the Property line. Includes the single phase residential meter, Connections at the Point of Supply ("feed" location) and at the Customer's meter base. Customer is responsible to coordinate with BPDC and is responsible for the Cost of the supply and installation of the conduit for the Secondary conductor.	No Cost. Recovered through Distributor's Rates. (No Connection charge during regular working hours).	Customer charged actual Costs for Connection Assets beyond standard allowance. After hour's requests for Connection or Disconnection, actual Costs will be charged. Where a system Expansion is required (i.e. poles, conductor, transformation etc.) to be installed, the project will fall under an Offer to Connect where an economic evaluation will be performed.	Refer to Section 2.2.1 for requested Service Disconnection requirements.
Customer Class	Ownership Demarcation Point	Standard Allowance (Basic Connection)	Basic Connection Fee (for Std. Allowance)	Variable Connection Fee	Service Disconnection Fee (Initiated by Customer request)

Subdivision Development (Development with more than 3 lots)	Line side of Customer's Meter Base	Not Applicable. Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development. Basic Connection allowance will be applied once the Customer (each lot owner) requests servicing for each home (as per above for Underground Up to 200 Amps Service)	Capital Contribution per economic evaluation (paid by the Developer)	All in accordance with the requirements as stipulated within the Offer to Connect contract.	Refer to Section 2.2.1 for requested Service Disconnection requirements.
Underground Multi-Units or Townhouse Developments with transformation facilities located or installed on either private or Municipal Property but not involving newly constructed streets.	First point of Connection past Bluewater Power's owned equipment as applicable (i.e. – a) Transformer b) Cable Chamber c) Line side of meter bases d) Secondary enclosure	Not Applicable. Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Capital Contribution per economic evaluation (paid by the Developer)	All in accordance with the requirements as stipulated within the Offer to Connect contract.	Refer to Section 2.2.1 for requested Service Disconnection requirements.

****Note:** Residential overhead Services will only be installed at BPDC discretion for instances where underground Services cannot be installed.

All Residential Services shall be installed underground to the point of Connection as determined by BPDC.

Table 1.3 - General Service (0 to 50 Kw)

Customer Class	Ownership Demarcation Point	Connection Fee	Additional Services Charged to Customer	Service Disconnection Fee (Initiated by Customer request)
Overhead Single Phase Service** (Not requiring transformation facilities)	Top of Customer's Service Mast	Customer charged actual Costs for all Connection Assets.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Underground Single Phase Service (Not requiring transformation facilities)	Load side of the Distributor's transformer as determined by Bluewater Power.	Customer charged actual Costs for all Connection Assets.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Overhead Three Phase Service** (Requiring transformation facilities)	Top of Customer's Service Mast	Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected. All in accordance with the requirements as stipulated within the Offer to Connect contract.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Underground Three Phase Service (Requiring transformation facilities)	Load side of the Distributor's transformer as determined by Bluewater Power.	Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected. All in accordance with the requirements as stipulated within the Offer to Connect contract.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Overhead Primary Service	Primary Connection point or disconnection device located at the Distributor's pole line as determined by Bluewater Power.	Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected. All in accordance with the requirements as stipulated within the Offer to Connect contract.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Commercial Meter Sets Only up to 200A (Not requiring transformation facilities or Connections at a transformer)	Load side of the Distributor's transformer as determined by Bluewater Power.	Customer charged actual Costs for all Connection Assets. Includes the meter, any Connections at the Point of Supply ("feed" location) and at the Customer's meter base.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.

Notes:

- 1) **Overhead Services for General Service Customers will only be installed at BPDC discretion for instances where underground Services cannot be installed. All Services shall be installed underground to the point of Connection as determined by BPDC.
- 2) For single phase 400 Amp maximum
- 3) For three phase 200 Amp maximum
- 4) All areas Demand to be <50 Kw expected

Table 1.4 - General Service (50 to 1499 Kw)

Customer Class	Ownership Demarcation Point	Connection Fee	Additional Services Charged to Customer	Service Disconnection Fee (Initiated by Customer request)
Overhead Three Phase Service** (Not requiring transformation facilities)	Top of Customer's Service Mast	Customer charged actual Costs for all Connection Assets.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Underground Three Phase Service (Not requiring transformation facilities)	Load side of the Distributor's transformer as determined by Bluewater Power.	Customer charged actual Costs for all Connection Assets.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Overhead Three Phase Service** (Requiring transformation facilities up to 300 Kva)	Top of Customer's Service Mast	Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected. All in accordance with the requirements as stipulated within the Offer to Connect contract.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Underground Three Phase Service (Requiring transformation facilities up to 1500 Kva)	Load side of the Distributor's transformer as determined by Bluewater Power.	Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected. All in accordance with the requirements as stipulated within the Offer to Connect contract.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Overhead Primary Service	Primary Connection point or disconnection device located at the Distributor's pole line as determined by Bluewater Power.	Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected. All in accordance with the requirements as stipulated within the Offer to Connect contract.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Underground Primary Service	Primary Connection point or disconnection device located at the Distributor's overhead or underground line as determined by Bluewater Power.	Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected. All in accordance with the requirements as stipulated within the Offer to Connect contract.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.

Notes:

- 1) **Overhead Services for General Service Customers will only be installed at BPDC discretion for instances where underground Services cannot be installed. All Services shall be installed underground to the point of Connection as determined by BPDC.
- 2) All areas Demand to be >50 Kw expected

Table 1.5 - General Service >50 Kw – Customer Owned Transformer or Substation

Customer Class	Ownership Demarcation Point	Connection Fee	Additional Services Charged to Customer	Service Disconnection Fee (Initiated by Customer request)
Overhead Primary Service	Bluewater Power's disconnecting device located within 30 metres of point of entry onto the Property	Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected. All in accordance with the requirements as stipulated within the Offer to Connect contract.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Underground Primary Service	Line side of the Customers disconnecting device	Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected. All in accordance with the requirements as stipulated within the Offer to Connect contract.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.

Table 1.6 - Tenant and Condominium Apartment Building and Office Building

Customer Class	Ownership Demarcation Point	Connection Fee	Additional Services Charged to Customer	Service Disconnection Fee (Initiated by Customer request)
Underground Primary Service (Transformation owned by Bluewater Power)	Primary Connection point or disconnection device located at the Distributor's overhead or underground line as determined by Bluewater Power.	Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected. All in accordance with the requirements as stipulated within the Offer to Connect contract.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Underground Primary Service (Transformation owned by the Customer)	Primary Connection point or disconnection device located at the Distributor's overhead or underground line as determined by Bluewater Power.	Must contact Design Services Dept. and enter into an Offer to Connect agreement for the Development.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected. All in accordance with the requirements as stipulated within the Offer to Connect contract.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.

Table 1.7 - Temporary Services (Refer to Section 3.12)

Customer Class	Ownership Demarcation Point	Connection Fee	Additional Services Charged to Customer	Service Disconnection Fee (Initiated by Customer request)
Supply from Overhead Distribution System	Load side of the Distributor's transformer as determined by Bluewater Power.	Customer charged actual Costs of all non-reusable* material. Must contact Design Services Dept. to obtain a Cost estimate.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Supply from Underground Distribution System	Load side of the Distributor's transformer as determined by Bluewater Power.	Customer charged actual Costs of all non-reusable* material. Must contact Design Services Dept. to obtain a Cost estimate.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.

*Note: Non-reusable material will be defined at Bluewater Power's discretion.

Table 1.8 - Residential and Commercial Various Connections

Customer Class	Ownership Demarcation Point	Connection Fee	Additional Services Charged to Customer	Service Disconnection Fee (Initiated by Customer request)
Residential Service Upgrade (Any Type)	Top of Customer's Service Mast. Or Line side of Customer's Meter Base	Customer charged actual Costs for all Connection Assets. Includes any Connections at the Point of Supply ("feed" location) and at the Customer's meter base (excludes the Cost of the meter). Must contact Design Services Dept. to obtain a Cost estimate.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected.	Refer to Section 2.2.1 for requested Service Disconnection requirements.
Commercial Service Upgrades (Any Type)	Top of Customer's Service Mast. Or Load side of the Distributor's transformer as determined by Bluewater Power.	Customer charged actual Costs for all Connection Assets. Includes the meter, any Connections at the Point of Supply ("feed" location) and at the Customer's meter base. Must contact Design Services Dept. to obtain a Cost estimate.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.
Mixed Commercial and Residential Services	Load side of the Distributor's transformer as determined by Bluewater Power.	Customer charged actual Costs for all Connection Assets. Includes the meter, any Connections at the Point of Supply ("feed" location) and at the Customer's meter base. Must contact Design Services Dept. to obtain a Cost estimate.	Additional redesign due to changes in Customer initial proposal, or electrical inspection more than expected.	Customer charged actual Costs associated with Disconnection and/or removal of Connection Assets.

Table 1.9 Un-Metered Connections – Point of Demarcation and Ownership

Types of Customer	Ownership/Demarcation Point	Connection Fee
Street Lighting	<p>Underground: The demarcation point is at the breaker or street light pedestal (if installed), otherwise at the Secondary bushing of the transformer.</p> <p>Overhead: Streetlights connected to the Distribution Systems Secondary Buss, the demarcation point is at the line side of the in-line fuse.</p>	Customer charged actual Costs for Connection of assets.
Municipality owned lights attached to Distributor’s pole and connected to the Distributor’s 120/240 V Secondary Buss/lines via photocell	<p>a) Line side of fuse b) If no fuse, point of Connection on Distributor’s feed pole/lines</p>	Customer charged actual Costs for Connection of assets.
Municipality owned street lighting control circuits, poles and equipment/lights (i.e. Municipality owned street light distribution plant) totally separate from Distributor’s system	<p>a) First point of Connection past Distributor’s system b) Overhead: First point of Connection at Municipal owned plant c) Underground: Line side of the first protective device (e.g. fuse)</p>	Customer charged actual Costs for Connection of assets.
<p>1) Municipally owned traffic signals 2) Municipally owned Community Park Lights 3) Bell and Cable TV 4) Pay Phone Booths 5) Bill Board Signs*** 6) Bus Shelters</p>	<p>Underground: The demarcation point is at the breaker or first protective device (if installed), otherwise at the Secondary bushing of the transformer.</p> <p>Overhead: The demarcation point is at the weather head.</p>	Customer charged actual Costs for Connection of assets.

***Note: All Bill Board signs will be a metered Connection.

Table 1.10 – Customer Owned Transformers

Transformer Voltage Recommended Primary Tap Voltage

Transformer Voltage		Recommended Primary Tap Voltage				
Primary	Secondary	+5%	+2.5%	0	-2.5 %	-5%
27600grd. Y/16000	less than 750	28,980	28,290	27,600	26,910	26,220
4160grd.Y/2400	less than 750	4,368	4,264	4,160	4,056	3,952
8320grd.Y/4800	less than 750	8,736	8,528	8,320	8,112	7,904
27600	2400/4160Y	28,980	28,290	27,600	26,910	26,220

Table 1.11 – Meter Sockets

Self-Contained Socket Metering				
Voltage	Phase	Wire	Maximum Service Switch Size Rating Amperes	Number of Jaws Socket
120/240	1	3	200	4
120/208	3	3	200	5
120/208	3	4	200	7
347/600	3	4	200	7

- NOTES:**
1. A list of approved Meter Sockets is available upon request.
 2. Meter Sockets shall be mounted so that the midpoint of the meter is set at 1700 mm \pm 100mm.
 3. Where the supply is grounded, 600 Volt metering shall be 4 wire. Where the Customer does not require a neutral, a full size neutral conductor sized in accordance with the Ontario Electrical Safety Code must be provided. The neutral conductor is to be terminated in the main switch on an insulated block in accordance with the Ontario Electrical Safety Code.

Table 1.12 – Meter Cabinets

Meter Cabinet Sizes for Transformer Rated Metering				
Voltage	Phase	Wire	Main Switch Size in Amperes	Meter Cabinets (see description below)
240/120	1	3	201 to 400	A
208/120	3	4	201 to 600	B
	3	4	600 to 800	C or D
	3	4	Over 800	C or D
600/347	3	4	201 to 600	C or D
	3	4	601 to 800	C or D
	3	4	Over 800	C or D

Meter Cabinet Descriptions and Sizes

All of the following to be CSA approved “Service Entrance Switchgear” complete with facilities for Utility C.T.’s and P.T.’s

- A – 508mmx 762mmx 203mm (20” x 30” x 8”) c/w CT (Micro Electric Cat # JS4A or equivalent) as approved by Bluewater Power or 914mm x 914mm x 305mm (36” x 36” x 12”) metering cabinet complete with removable back plate.
- B - 914mm x 914mm x 305mm (36” x 36” x 12”) metering cabinet complete with removable back plate.
- C - Main cabinet of 1219mm x 1219mm x 305mm (48” x 48” x 12”)
- D - Main cabinet of 1219mm x 1219mm x 305mm (48” x 48” x 12”) and 610mm x 610mm x 305mm (24” x 24” x 12”) connected to the switchgear instrument transformer compartment (when switchgear is installed)

NOTES:

1. Owner must supply and install a meter cabinet to contain Bluewater Power's metering equipment for main switch ratings and supply voltages.
2. Bluewater Power will supply the lugs for Connections to the current transformers
3. A meter cabinet must conform to the following specifications:
 - a) Fabricated from a minimum #16 gauge steel
 - b) Equipped with a steel back plate of minimum #12 gauge, and more than 3" shorter than the cabinet
 - c) Back plate must be removable and mounted to provide a clearance of 0.5" behind the plate
 - d) Cabinets shall have side-hinged doors opening at the center
 - e) Equipped with three-point latching and provision for padlocking
 - f) All meter cabinets must be installed with a maximum distance of 2.0 meters from the finished floor to the top of the cabinet.
4. Instrument transformers will be provided by Bluewater Power and shall be installed in the cabinet (on the back plate) or switchgear by Bluewater Power Metering Department.
5. Voltage transformers will be provided by Bluewater Power and shall be installed in the cabinet (on the back plate) or switchgear by Bluewater Power Metering Department.
6. Voltage transformer Connections shall be connected on the line side of the current transformers. Current transformers shall be installed with their polarity marks towards the incoming Bluewater Power supply.

Appendix E - Details of Metering Requirements

Single Phase Metering Requirements

For a Service greater than 200Amps and up to 400Amps, a 914mm x 914mm x 305mm (36" x 36" x 12") metering cabinet complete with removable cover and backplate shall be provided by the Customer or a 508mm x 762mm x 203mm (20" x 30" x 8") comes with CT (Microelectric CAT#JS4A or equivalent). A 25mm conduit shall be provided from the metering cabinet to the outside meter base. The distance between the meter cabinet and the meter base shall be no more than 10 meters. The meter base supplied by the Customer must be 4 jaw type and must be equipped with an automatic bypass for current transformer circuits on the left side.

For underground Services, a 50mm approved conduit is to be supplied and installed from the meter base to a point 610mm below finished grade by the Customer.

Three Phase Metering Requirements

All three phase metering installations must be located indoors and installed with a Customer owned and operated disconnect ahead of the meter. Exceptions to this may be granted only where it is advantageous to Bluewater Power.

For 120/208V, 4 wire Services a 7 jaw Meter Socket is required for up to 200 amps Service.

For 120/208V, 3 wire Services, a 5 jaw Meter Socket is required and shall be limited to 200 amp capacity.

For all three phase Services greater than 200 amps, the Customer shall provide an appropriate sized meter cabinet inside the building. The cabinet shall have a removable backplate and a lockable cover that will accept a Bluewater Power padlock. Refer to Table 1.12 Meter Cabinets for details.

Where switchgear is used, the Customer shall provide adequate space in the switchgear, subject to approval of Bluewater Power, for the metering transformers. In addition, a minimum 610mm x 610mm x 305mm (24" x 24" x 12") cabinet shall be supplied and installed in an approved location separate from the switchgear.

The Customer shall provide the backplate to the Bluewater Power metering department at least 5 working days prior to requested in-Service Date of the facility to allow Bluewater Power staff to install the metering equipment.

Bluewater Power will determine when a Primary Voltage Metering Unit is required. Where a Primary Voltage metering unit is required, the Customer will be responsible for providing the required space and allowance in switchgear for all required metering components.

Appendix F - Validating, Estimating, and Editing (VEE) Metering Data

Definitions

MIST Meter; refers to “*Metering Inside the Settlement Timeframe*” and means Interval Meters from which data are obtained and validated within a designated settlement timeframe.

MOST Meter; refers to “*Metering Outside the Settlement Timeframe*” and means Interval Meters from which data are only available outside the designated settlement timeframe.

Validation, Estimating and Editing (VEE); Validation refers to a process of comparing collected meter data and its characteristics against predefined constant limits and checking the meter’s event log (if applicable) for indications of a problem with either the instrument transformers or meter. Estimating refers to a process for substituting provisional meter data in the place of data that failed the predefined validation criteria. Editing refers to manually changing the data for a particular revenue meter.

Bandwidth; refers to the LDC defined tolerance used to flag data for further scrutiny at the stage in the VEE process where a current reading is compared to a reading from an equivalent historical billing period. For example, a 60 % bandwidth means a current reading that is either 60% lower or 60% higher than an equivalent historical billing period will be identified by the VEE process as requiring further scrutiny & verification.

Non-Interval & MOST Data

See flowchart:

Criteria for validation: compare Energy & Demand (if applicable) readings from at least one equivalent historical billing period.

Bandwidth: Season and Customer class specific: 40-100%.

Local considerations: weather anomalies, site-specific factors.

For MIST Data

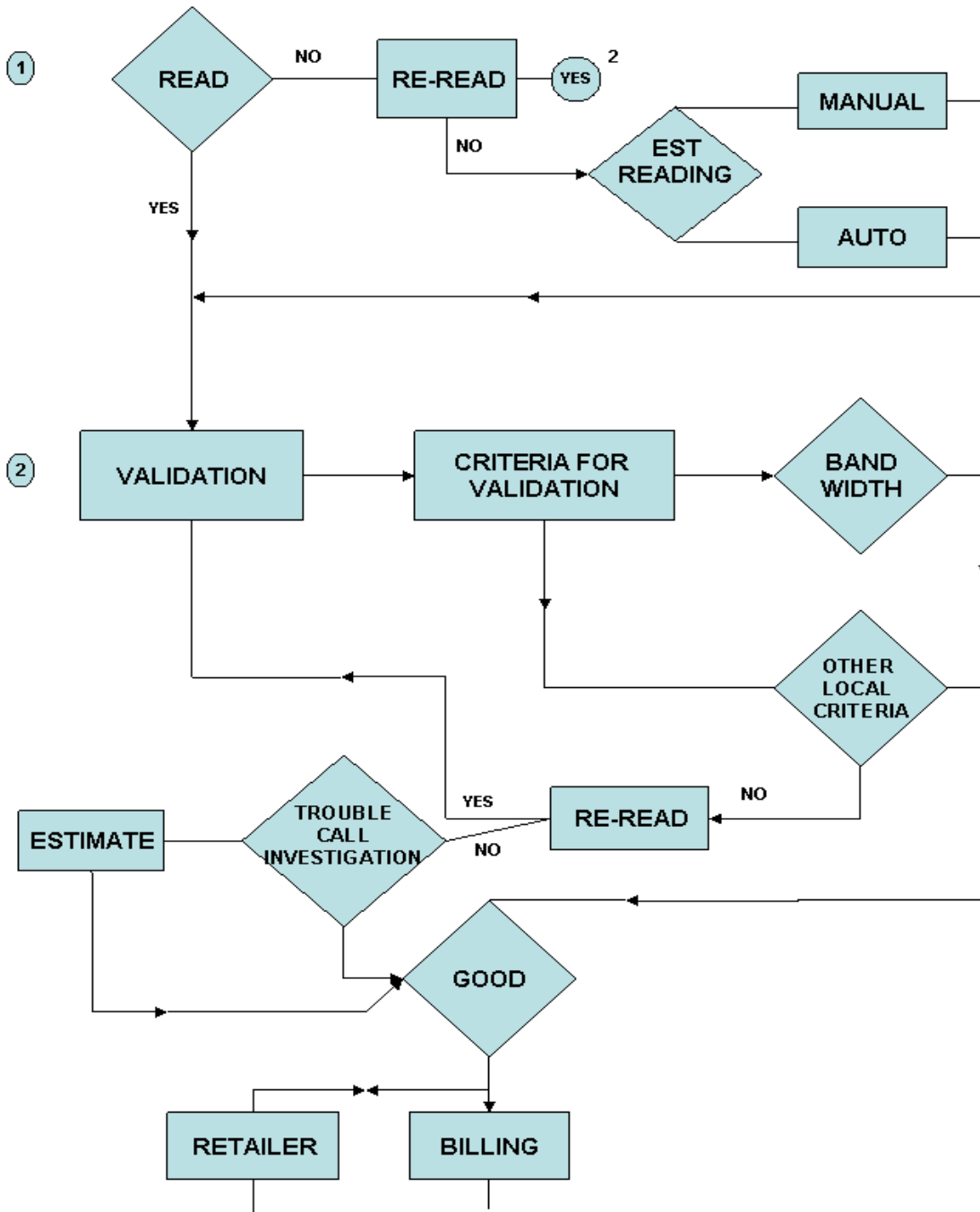
See flowchart:

Criteria for validation includes: Intervals found versus intervals expected, time tolerance, number of power outage intervals, missing intervals, high limit on interval Demand, data overflow on interval comparison to previous read.

Bandwidth: Season and Customer specific: 20-50%.

Local considerations: weather anomalies, site-specific factors.

Figure 5-2 VEE Flow Chart



Appendix G - Distributor License

The License is available online at www.ontarioEnergyBoard.ca, under “Licensed Market Participants” section.

Appendix H - Rate Schedule and Distribution Rate

The Rates for various classes of Customers are available online at www.bluewaterpower.com

Appendix I - Metering

Number: CL-CS-012	Date Issued: November 1, 2000	Date Revised: August 14, 2013
Initiated by: Client Services	Authorized by: Kathy Gadsby, Director, Client Services	
Approved by: Janice McMichael-Dennis, President & Chief Executive Officer		
Subject: METERING		

DAMAGED ELECTRICAL METERS

CUSTOMER SERVICE

When a meter is damaged or broken, due to vandalism, on the first occurrence Bluewater Power will generally replace that meter at no charge to the owner. It should be suggested to the owner that the meter should be enclosed in an approved locked metal cabinet.

When meters are damaged more than once it is Bluewater Power policy to bill the owner for the Cost of the meter and labour to replace the meter and insist that the meter be enclosed in an approved locked metal cabinet as soon as possible. If the Customer does not do this, we may refuse to supply an electrical Service to this location.

In both the above situations, the Customer Service staff will send a letter confirming what should be done along with a list of cabinet suppliers. The Customer is responsible for the Cost of the cabinet (supplier: Custom Steel at 519-737-6808). All information regarding the letter and conversations with the owner will be recorded on the Customer's account.

METER DEPARTMENT

The Meter Department should be aware of the above policy when speaking to the Customer and inform and make suggestions to the Customer Service staff in the handling of the account. The Meter Department should be able to make minor repairs to the cabinet when required and be sure the cabinet is secured with an A-1 lock.

ONE (1) METER SERVICING MORE THAN ONE (1) UNIT

1. Two (2) apartments on 1 meter

When the situation occurs where only one (1) meter is servicing two or more apartments the meter will remain in the owner's name. The Customer Service Reps will make a note of the same in the account description field.

2. Two (2) meters in a duplex but the furnace on one (1) of the meters

When the situation occurs where one of the tenants has the furnace on their meter and arrangements have been made between that tenant and the owner, the meter will remain in the tenant's name unless there is a collection problem with this tenant, in which case it will be put in the owner's name.

THEFT OF POWER

METER DEPARTMENT

To assemble data on the possible theft of power the Meter Department should consider to following:

1. Metering at pole or another location may be required to compare quantities of usage.
2. Photograph or drawing should be made of improper Connection.
3. Documentation of all activity in the field regarding discussions and field action.
4. Review attached guidelines.

CUSTOMER SERVICE

1. Review findings to ensure a proper follow up procedure.
2. Review attached guidelines.

METERING ERRORS

Metering errors pertain to: improper multipliers, mixed up meters vs. Customer Premises, potential meter errors and others

The Standard Application of Rates, as approved by Ontario Energy Board and Bluewater Power's Condition of Service will be the official guide when determining the amount owed to the Customer or due to Bluewater Power as a result of billing errors.

Where billing errors resulted in over billing the General Service and Residential Customer will normally be credited for a period not exceeding six (6) years.

Where billing errors have resulted in under billing the Customer will normally be charged for a period not exceeding:

1. Two (2) years in the case of an individual "**residential Customer**" who was not responsible for the error.
2. Six (6) years in other cases.

CUSTOMER SERVICE

When billing errors are first detected, a thorough investigation will be completed which will verify the circumstances. The amount owing or due can now be calculated as per the General Policy by showing the actual amount that was paid vs. the corrected amount for the time period involved. The Customer Service Lead Hand or the Supervisor of Customer Service must now be advised of the problem.

CUSTOMER SERVICE REPRESENTATIVE LEAD HAND

The Customer can now be contacted and informed of the situation by the Customer Service Representative Lead Hand or in the case of larger amounts it is advisable to have the Supervisor address the problem as we may now be in negotiations with the Customer as per the general policy.

The Customer Service Representative Lead Hand can now make corrections to the Customer's account. Dummy meter changes will be made to reverse the error with all pertinent messages being displayed on the Customer's account and on the meter change slips.

If the last billing has not been paid, cancel the billing and rebill at the corrected amount. Please check the Customer's account to ensure that any NSF or late charges etc. are not included in the corrected amounts. The balance of the amount owing, the calculated credit or the negotiated amount can now be applied to the Customers' account through a billing correction.

SUPERVISOR OF CLIENT SERVICES / DIRECTOR OF CLIENT SERVICES

All negotiations must be under the direction of the Supervisor and/or Director of Client Services.

POTENTIAL METERING ERRORS

If a Bluewater Power employee suspects that there may be a problem with a meter, they should take the initiative to resolve the potential problem. This may require investigation into the billing history and perhaps having the meter changed by the meter shop as well as inspected by our staff. If the meter is found to be inaccurate, refer to the General Policy on Metering Errors. The meter should then be held for a minimum of 3 months for possible further inspection by Measurement Canada