

QUESTION TC #1

Reference: VECC #1 a)

- a) As per the original question, please provide a schedule that set out Brant's other supply points and indicate, in each case, who the supplier is.

The supply points to BCP are as follows:

- **Brant TS**
- **Brantford TS**
- **Powerline TS**

All of the above supply points are supplied by the IESO.

QUESTION TC #2

Reference: VECC #2 a) & b)

- a) Please confirm that the distribution revenues reported in part (a) do not account for the transformer ownership discount (i.e., it has not been netted out).

BCP confirms that these values are total kW's from the load profile submitted and do not contain any rebates due to customer owned transformation facilities (projected to be \$49,168 in 2011)

- b) In which of the four line items under "Other Distribution Revenue" is the revenue from the SS Admin fee included?

It has come to BCP's attention that these values were not contained in Other Revenue and have been included historically in 4080 Distribution Revenue. The Historical and Forecast SSS Admin Fee revenue will be identified and calculated to be included as additional revenue off-sets. The value will be identified and available before the Settlement Conference.

QUESTION TC #3

Reference: VECC #4
Energy Probe #13

- a) With respect to the response to part c) of the VECC #4 response, to what does Brant attribute the significant drop in GS>50 consumption in 2006 and why isn't it captured by the other explanatory variables?

According to emails between Burman Energy and Brant County Power dated April 28, 2010, the sudden drop in GS>50 customers is due to the fact that some customers have changed the load consumption. A partial copy of the email is shown below

"As for new accounts coming on we only have one that we are aware of. The account is expected to be around 500kv. It is a new twin pad arena. As for customers leaving..we you never know. Have just recently lost another >50kw customer. Our account 6669-001 with an average monthly kwhr consumption of 151,5000 and demand monthly averg. Demand of 603.60kw.

During our review of accounts this year we have four accounts that are in the >50kw class that are being dropped to the <50kw class due to drop in usage. I really don't know what to say other than since our last rebasing we have lost some major users. (greater than 500kv) "

It can be seen from the Growth Rate of the Ontario GDP that the rate drops in 2006 when compared to 2005. (Refer to table)

- b) With respect to the response to part d) of the VECC #4 response:
- Please confirm that the coefficient for the CDM variable has a negative sign.
 - Please confirm that with estimated CDM coefficient each MWh of CDM savings produces a reduction in purchased energy of more than 5 MWh. Please comment on the reasonableness of this result.

Yes, the coefficient for the CDM variable has a negative sign.

- c) With respect to the response to parts e) and h) of the VECC #4 response, please confirm that the monthly CDM activity data set out in the first part of the response to part e) were the values used in the regression analysis. If not, what were the monthly values that were used and how were they determined?

Yes, the monthly CDM activity data shown in the table in part e)of the VECC#4 responses were the values used in the regression analysis.

d) Please explain:

- What the monthly values set out in VECC #4 e) are meant to represent. For example, what does the 200,192 kWh value for December 2008 represent.
- How the calculation of the value is consistent with this representation.
- Why this definition of value is appropriate for use in the regression analysis.

This value represents the monthly kWh savings that Brant County would have obtained by having customers participate in Conservation and Demand Management Programs by the OPA.

Using the Gross kWh annual savings from the OPA CDM file and using the constant number of 78 Burman Energy was able to calculate the monthly rate of the kWh attributed from the CDM programs. For example in 2006, the Rate was 10,675.48 kWh per month, this value was obtained by taking the number in the “increase from previous Year” and dividing by a constant number (=78).

For CDM Activity Calculation-Using most up-to-date OPA file

Month	CDM Activity Variable	Month	CDM Activity Variable	Month	CDM Activity Variable
Jan-06	10,675.48	Jan-07	126,439.09	Jan-08	127,851.45
Feb-06	21,350.97	Feb-07	124,772.38	Feb-08	147,597.63
Mar-06	32,026.45	Mar-07	123,105.67	Mar-08	167,343.82
Apr-06	42,701.93	Apr-07	121,438.96	Apr-08	187,090.00
May-06	53,377.42	May-07	119,772.25	May-08	206,836.18
Jun-06	64,052.90	Jun-07	118,105.54	Jun-08	226,582.36
Jul-06	74,728.38	Jul-07	116,438.83	Jul-08	246,328.54
Aug-06	85,403.87	Aug-07	114,772.12	Aug-08	266,074.72
Sep-06	96,079.35	Sep-07	113,105.40	Sep-08	285,820.90
Oct-06	106,754.83	Oct-07	111,438.69	Oct-08	305,567.08
Nov-06	117,430.32	Nov-07	109,771.98	Nov-08	325,313.26
Dec-06	128,105.80	Dec-07	108,105.27	Dec-08	345,059.45
Jan-09	360,614.76	Jan-10	506,870.78	Jan-11	229,141.84
Feb-09	376,170.08	Feb-10	482,018.29	Feb-11	224,790.30
Mar-09	391,725.40	Mar-10	457,165.80	Mar-11	220,438.75
Apr-09	407,280.72	Apr-10	432,313.31	Apr-11	216,087.20
May-09	422,836.04	May-10	407,460.82	May-11	211,735.65
Jun-09	438,391.36	Jun-10	382,608.33	Jun-11	207,384.11
Jul-09	453,946.67	Jul-10	357,755.84	Jul-11	203,032.56
Aug-09	469,501.99	Aug-10	332,903.35	Aug-11	198,681.01
Sep-09	485,057.31	Sep-10	308,050.86	Sep-11	194,329.46
Oct-09	500,612.63	Oct-10	283,198.37	Oct-11	189,977.92
Nov-09	516,167.95	Nov-10	258,345.88	Nov-11	185,626.37
Dec-09	531,723.27	Dec-10	233,493.39	Dec-11	181,274.82
Year	TOTAL ANNUAL CDM RESULTS	Increase over Previous year (kWh)	Rate	Year	Value
2006	832,687.71	832,687.70990	10,675.48	2006	1,537,269.62
2007	1,407,266.18	- 130,003.44	- 1,666.71	2007	1,297,263.27
2008	2,837,465.40	1,540,202.12	19,746.18	2008	4,140,713.35
2009	5,354,028.19	1,213,314.84	15,555.32	2009	6,380,679.20
2010	4,442,185.01	- 1,938,494.19	- 24,852.49	2010	2,801,920.70
2011-2014 (GWh)	9.85	-	-	2011	2,175,297.87
2011	2,462,500.00	- 339,420.70	- 4,351.55		

CDM Results for 2006-2009 is obtained from OPA Conservation file provided by Brant County Power.

The Rate is obtained by taking the value in `Increase over previous year (kWh)` x `Constan Number (=78)`
`Increase over previous year (kWh)` is obtained by taking the `Total Annual CDM Results` - `value`
For example, 2007 `Increase over previous year (kWh)` = 2007 `Total Annual CDM Results` - 2006 `Value`

NOTE: The values shown in the table below considered the final OPA CDM results.

The numbers in the “Value” column are used to obtain the “increase over previous year” for example in 2007, we take the “Total Annual CDM results” which is 1,407,266.18 – 1,537,269.62 = -130,003.44 and to obtain a monthly rate we take -130,003.44 / 78 = -1,666.71. Now this mathematical calculation seems to give and accurate monthly breakdown of the CDM activity per month and we see that if we sum all the monthly values of each year to obtain the total CDM activity for that year. For example, if you sum all the monthly values in Year 2006 Burman Energy was able to obtain the same value reported in the annual Gross kWh saving of the OPA file.

- e) Please provide a copy of the OPA's report for 2006-2009 as referenced in Response to VECC #4 e).

**Brant County Power to provide this report. See attached file:
2006-2009 Final OPA CDM Results-Update Brant County Power Inc.xls**

- f) Please fully reconcile the Total Annual CDM results reported in VECC #4 e) for each year (e.g. 1,442,479.07 for 2007) with:
- The CDM results reported in Exhibit 10, Tab 1, Schedule 2, pages 19-20 and
 - The annual values in the OPA report requested in part (e) above.

Please refer to the table in part d) above. The values of the Total Annual CDM results are obtained from the most-up-to-date OPA CDM file.

- g) Please explain numbers for 2006-2011 under the "Value" column in VECC #4 e) were established and what they are meant to represent (e.g. 1,517,675.3 for 2006).

NOTE: The numbers mentioned below use the most up-to-date OPA CDM annual results.

The numbers in the "Value" column are used to obtain the "increase over previous year" for example in 2007, we take the "Total Annual CDM results" which is $1,407,266.18 - 1,537,269.62 = -130,003.44$ and to obtain a monthly rate

we take $-130,003.44 / 78 = -1,666.71$.

The value 1,537,269.62 is obtained by taking the value in the last month of the year (ex. December) and multiplying it by 12. For example, 128,105.80 (from December 2006) and multiplied by 12 to obtain 1,537,269.62. Refer to table in part d) above

Now this mathematical calculation seems to give and accurate monthly breakdown of the CDM activity per month and we see that if we sum all the monthly values of each year to obtain the total CDM activity for that year. For example, if you sum all the monthly values in Year 2006 Burman Energy was able to obtain the same value reported in the annual Gross kWh saving of the OPA file.

- h) As per the part h) of the original question, please indicate how the CDM activity values for 2011 (as set out in response to VECC #4 e)) were derived based on Brant's CDM Target.

The values for the CDM activity for 2011 were obtained by taking the 2011-2014 CDM targets of 9.85 GWh and dividing by 4 to obtain 2,462,500 kWh per year. To obtain the "increase over previous year" value for 2011, the 2011 "Total Annual CDM Results" of 2,462,500 is subtracted from the 2010 "Value" of 2,801,920.70 to obtain -339,420.70 kWh. For example, $2,462,500 - 2,801,920.70 = -339,420.70$

Please refer to part d) above for more information.

i) Please indicate how the 2011 CDM values in part (j) were determined.

Please refer to Part d) above

j) With respect part f) of the VECC #4 response:

- The original question asked whether the historical CDM savings values used had been updated to reflect the most recent estimate of the unit savings for the various measures implemented over 2005-2009 (e.g. the reduction in savings to be assumed for CFLs). Please provide a response to the question as originally posed.
- The response states that the prediction has been updated for the new revised CDM targets but the CDM values are the same as per part e). Please reconcile.
- If not addressed in response to TC #3, part h), please explain how the forecast CDM savings values for 2010 and 2011 were developed using Brant's revised CDM target of 9.85 GWh

The CDM savings values used in the regression analysis uses the Gross annual kWh savings from an old OPA CDM file. Part d) above provides a table with the most recent historical OPA CDM results file. Below is the regression analysis using the new OPA CDM annual savings from the OPA file named "2006-2009 Final OPA CDM Results-

SUMMARY OUTPUT								
<i>Regression Statistics</i>								
Multiple R	0.999236686							
R Square	0.998473955							
Adjusted R Square	0.979814136							
Standard Error	947491.624							
Observations	60							
<i>ANOVA</i>								
	<i>df</i>	<i>SS</i>	<i>MS</i>	<i>F</i>	<i>Significance F</i>			
Regression	6	3.17186E+16	5.28643E+15	5888.599	5.516E-73			
Residual	54	4.8478E+13	8.9774E+11					
Total	60	3.17671E+16						
	<i>Coefficients</i>	<i>Standard Error</i>	<i>t Stat</i>	<i>P-value</i>	<i>Lower 95%</i>	<i>Upper 95%</i>	<i>Lower 95.0%</i>	<i>Upper 95.0%</i>
Intercept	0	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Heating Degree Days	5799.035802	645.3482077	8.985902081	2.62E-12	4505.19056	7092.88105	4505.190555	7092.881049
Cooling Degree Days	42099.11141	4466.021669	9.426535412	5.3E-13	33145.2771	51052.9457	33145.27712	51052.9457
Ontario Real GDP Monthly %	33832.88372	32255.32852	1.04890836	0.298892	-30835.1559	98500.9234	-30835.1559	98500.92337
Number of Days/Month	395190.5607	142035.3766	2.782338951	0.007419	110426.778	679954.344	110426.7779	679954.3436
GS>50kW Flag for 2006	5874406.635	406250.2574	14.46006871	3.26E-20	5059923.91	6688889.36	5059923.914	6688889.357
CDM Activity Variable	-2.15688077	1.094003249	-1.97154878	0.053794	-4.35022521	0.03646367	-4.35022521	0.036463671

Year	Month	Heating Degree Days	Cooling Degree Days	Ontario Real GDP Monthly %	Number of Days/Month	GS>50kW Flag for 2006	CDM Activity Variable	Predicted Purchase kWh	Total Predicted Purchase kWh
2010	Jan	741.59	0.00	135.11	31.00	1	506,870.78	25,903,624.99	293,868,805.12
	Feb	667.16	0.00	135.47	28.00	1	482,018.29	24,352,205.58	
	Mar	559.87	0.00	135.83	31.00	1	457,165.80	24,981,422.15	
	Apr	331.77	0.00	136.19	30.00	1	432,313.31	23,329,302.55	
	May	179.17	8.81	136.55	31.00	1	407,460.82	23,276,497.41	
	June	37.40	56.39	136.91	30.00	1	382,608.33	24,127,780.32	
	July	5.24	89.51	137.28	31.00	1	357,755.84	25,797,102.77	
	Aug	12.11	71.80	137.64	31.00	1	332,903.35	25,157,156.42	
	Sep	63.37	18.70	138.01	30.00	1	308,050.86	22,889,739.62	
	Oct	261.30	2.73	138.38	31.00	1	283,198.37	23,826,369.63	
	Nov	413.47	0.00	138.75	30.00	1	258,345.88	24,264,816.79	
	Dec	626.73	0.00	139.12	31.00	1	233,493.39	25,962,786.89	
2011	Jan	741.59	0.00	139.39	31.00	1	229,141.84	26,647,467.93	299,681,338.39
	Feb	667.16	0.00	139.66	28.00	1	224,790.30	25,048,920.77	
	Mar	559.87	0.00	139.94	31.00	1	220,438.75	25,630,995.39	
	Apr	331.77	0.00	140.21	30.00	1	216,087.20	23,931,719.58	
	May	179.17	8.81	140.49	31.00	1	211,735.65	23,831,743.92	
	June	37.40	56.39	140.76	30.00	1	207,384.11	24,635,841.94	
	July	5.24	89.51	141.04	31.00	1	203,032.56	26,257,965.10	
	Aug	12.11	71.80	141.31	31.00	1	198,681.01	25,570,805.01	
	Sep	63.37	18.70	141.59	30.00	1	194,329.46	23,256,159.94	
	Oct	261.30	2.73	141.87	31.00	1	189,977.92	24,145,547.13	
	Nov	413.47	0.00	142.15	30.00	1	185,626.37	24,536,736.85	
	Dec	626.73	0.00	142.43	31.00	1	181,274.82	26,187,434.84	

The new Predicted Purchased kWh for 2010 and 2011 are shown in the table below

k) With respect to parts f) and j) of the response:

- Please explain the basis for the GDP activity variable values for 2010 and 2011 presented in each as the explanations accompanying both suggest they are “updates”.
- Please indicate which CDM variable activity values for 2011 Brant County proposes to use for load forecasting purposes and why.
- Please explain the difference between the economic growth rates for 2010 and 2011 used in these two responses and indicate which one Brant considers more appropriate.

Brant County will use the most up-to-date CDM activity values obtained from the latest OPA CDM file as well as the updated CDM Targets of 9.85 GWh. This is reasonable as it gives a better regression analysis summary and a better T-STAT value for all the variables in question.

Please refer to part j) above for the regression analysis summary output.

With regards to the economic growth rates for 2010 and 2011, Brant County will consider the changes suggested by the initial responses and will submit the revised load forecasting model and statistical coefficients based on the updated economic growth rate from the initial interrogatories.

Below is a table listing the differences between what Burman energy used in its original submission and the revised economic growth rate suggested by Energy Probe.

GDP Growth Rate used by Burman Energy	
Year	Growth Rate
2010	2.70%
2011	3.20%

GDP Growth Rate suggested by Energy Probe	
Year	Growth Rate
2010	3.24%
2011	2.38%

l) With respect to the response to part o), please provide the actual 2010 purchases by Brant – as originally requested.

Brant County to provide Actual 2010 Purchases. Burman Energy already provided the actual 2010 kwh purchase Brant County Power to confirm the actual 2010 purchases from the table below.

2010 Actual Purchases by Class										
Year	Month	Residential	GS < 50 kW	GS>50kW (50 to 4,999 kW)		Street Lighting		Sentinel Lighting		Unmetered Scattered Load (USL)
		kWh	kWh	kWh	kW	kWh	kW	kWh	kW	kWh
2010	Jan	7,256,748	3,311,680	13,790,950	30,818	190,765	401	14,705	41	42,412
	Feb	8,326,173	3,677,446	13,954,782	30,003	189,687	401	15,266	40	42,412
	Mar	7,111,749	3,330,317	12,924,353	29,507	156,832	401	15,316	41	42,412
	Apr	6,542,937	3,218,070	13,531,422	26,623	158,431	401	15,188	40	42,412
	May	5,902,349	2,964,516	12,095,217	25,956	134,580	401	15,188	40	41,984
	June	5,568,955	2,646,414	12,869,919	29,389	123,941	400	15,175	40	40,578
	July	6,721,166	2,871,728	13,321,409	28,160	110,590	400	15,016	40	40,578
	Aug	8,179,720	3,151,451	14,384,786	28,800	117,474	401	15,059	40	38,977
	Sep	8,098,259	3,613,813	15,177,097	28,096	131,485	401	14,785	39	38,977
	Oct	6,655,912	3,667,446	14,194,855	28,093	145,010	401	14,884	39	38,977
	Nov	5,566,885	2,941,900	12,964,790	27,000	156,275	401	14,899	39	38,977
	Dec	5,854,951	2,921,833	13,661,932	27,790	178,388	401	14,798	39	38,977

m) With respect to part p) of the response and Energy Probe #13, none the responses to Energy Probe #13 appear to provide the calculations and results sought in VECC #4 p). Please provide a response the question as posed.

Using the regression model coefficients and the difference between the actual and weather normal HDD and CDD values – please determine the impact of actual vs. normal weather on purchases in 2009 and 2010. Using these results, please adjust the actual purchase values for each year to determine a “weather normal” sales for the year.

QUESTION #TC 4

Reference: Energy Probe #13
VECC #4
Board Staff #13

Preamble: An alternative way of treating CDM is to estimate total purchases before CDM using the regression analysis and then make a specific adjustment for CDM.

- a) Please re-do the regression analysis and subsequent 2010-2011 forecast as follows:
- Increase the purchases in each month by the cumulative CDM for the month as used by Brant in its LRAM calculations, adjusted for losses using the average loss factor for the period. Please provide a schedule setting out the CDM savings adjustment by month.
 - Re-do the regression analysis using the same explanatory variables as in the initial analysis, with the exception of CDM. Provide the resulting coefficients and model statistics.
 - Forecast the purchases for 2010 and 2011 (prior to CDM) using the same forecasts for the explanatory variables as in the initial Application.
 - Provide CDM adjusted forecasted purchases for 2010 and 2011 based on the forecast cumulative CDM savings for 2010 and 2011 adjusted for losses.

NOTE: The LRAM calculation for Brant County Power uses preliminary OPA numbers which do not reflect the most up-to-date numbers reported in the OPA CDM gross annual results. Burman Energy's latest Load Forecast uses the most recent OPA CDM file to conduct the regression analysis. Part j) above uses the most recent OPA CDM results for the calculation of the Load Forecast.

The regression analysis summary output is shown below. Please note that the summary output below does not contain any CDM activity.

SUMMARY OUTPUT

<i>Regression Statistics</i>									
Multiple R	0.999181719								
R Square	0.998364108								
Adjusted R Square	0.980063316								
Standard Error	972040.977								
Observations	60								
ANOVA									
	<i>df</i>	<i>SS</i>	<i>MS</i>	<i>F</i>	<i>Significance F</i>				
Regression	5	3.17151E+16	6.34E+15	6713.161	4.05883E-74				
Residual	55	5.19675E+13	9.45E+11						
Total	60	3.17671E+16							
	<i>Coefficients</i>	<i>Standard Error</i>	<i>t Stat</i>	<i>P-value</i>	<i>Lower 95%</i>	<i>Upper 95%</i>	<i>Lower 90.0%</i>	<i>Upper 90.0%</i>	
Intercept	0	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Heating Degree Days	6,076.9	646.1	9.4	0.0	4,782.2	7,371.7	4,996.0	7,157.9	
Cooling Degree Days	44,094.8	4,462.5	9.9	0.0	35,151.8	53,037.9	36,628.9	51,560.7	
Ontario Real GDP Monthly %	44,477.3	32,624.2	1.4	0.2	20,903.1	109,857.6	10,104.1	99,058.7	
Number of Days/Month	341,792.4	143,041.7	2.4	0.0	55,130.4	628,454.4	102,478.7	581,106.1	
GS>50kW Flag for 2006	5,337,164.3	309,111.1	17.3	0.0	4,717,691.8	#####	4,820,010.9	5,854,317.7	

The predicted kWh purchase forecast for 2010 and 2011 is shown in the table below. CDM Activity is not included. The predicted kWh Purchases are obtained from the summary output table coefficients above.

Year	Month	Heating Degree Days	Cooling Degree Days	Ontario Real GDP Monthly %	Number of Days/Month	GS>50kW Flag for 2006	Predicted Purchase kWh (With New Economic Growth Rate)	Total Predicted kWh Purchase
2010	Jan	741.59	0.00	135.11	31	1	26,448,532.64	296,603,761.04
	Feb	667.16	0.00	135.47	28	1	24,986,846.08	
	Mar	559.87	0.00	135.83	31	1	25,376,285.46	
	Apr	331.77	0.00	136.19	30	1	23,664,416.33	
	May	179.17	8.81	136.55	31	1	23,483,648.42	
	June	37.40	56.39	136.91	30	1	24,394,132.88	
	July	5.24	89.51	137.28	31	1	26,017,509.60	
	Aug	12.11	71.80	137.64	31	1	25,294,404.25	
	Sep	63.37	18.70	138.01	30	1	22,938,952.12	
	Oct	261.30	2.73	138.38	31	1	23,795,620.17	
	Nov	413.47	0.00	138.75	30	1	24,274,624.86	
	Dec	626.73	0.00	139.12	31	1	25,928,788.24	
2011	Jan	741.59	0.00	139.39	31	1	26,638,908.53	298,631,673.97
	Feb	667.16	0.00	139.66	28	1	25,173,396.89	
	Mar	559.87	0.00	139.94	31	1	25,558,992.50	
	Apr	331.77	0.00	140.21	30	1	23,843,260.85	
	May	179.17	8.81	140.49	31	1	23,658,611.63	
	June	37.40	56.39	140.76	30	1	24,565,195.89	
	July	5.24	89.51	141.04	31	1	26,184,653.47	
	Aug	12.11	71.80	141.31	31	1	25,457,609.98	
	Sep	63.37	18.70	141.59	30	1	23,098,200.62	
	Oct	261.30	2.73	141.87	31	1	23,950,892.30	
	Nov	413.47	0.00	142.15	30	1	24,425,901.40	
	Dec	626.73	0.00	142.43	31	1	26,076,049.92	

QUESTION TC #5

Reference: VECC #5 c)

a) Please a schedule that for 2008 and 2009 breaks out the portion of the interest costs reported in #4405 that is associated with variance/deferral accounts.

- **2008 – Regular interest \$113,152, interest on variance accounts \$ (64,129) Total in 4405 \$49,023.**
-
- **2009 – Regular interest \$42,050, interest on variance accounts \$ (16,399) Total in 4405 \$25,651**
-
- **2010 – Regular interest \$42,995, interest on variance accounts \$ (1,749) Total in 4405 \$41,246.**
-

Please note that we went through a variance account rebuilding for 2009 and prior resulting in some significant changes in our variance account principal and interest balances. The totals for 2008 and 2009 for 2008-09 do not reflect these corrections.

QUESTION TC #6

Reference: VECC #6 a) and b)

- a) Please provide a schedule that sets out, for each customer class, the kWh values as assumed for the CA runs provided in Exhibit 7, Tab 1, Schedule 2 versus Schedule 3 and the percentage difference for each class.

The referenced document Exhibit 7, Tab 1, Schedule 2 has been revised and was provided as part of Board Staff TCQ # 9 (new excel model provided) and VECC IR # 7.

The kWh's were not changed for the CA runs that exclude TA allowance. This transformer allowance is provided on a per kW basis and do not impact the kWh's utilized.

- b) Please provide a revised 2011 Cost Allocation where the demand values in Sheet I8 for each customer class are adjusted by the percentage values calculated in response to part (a).

As there are no changes in the kWh's as per our response above, there are no changes to the I8 data.

BCP is not trying to avoid the questions, but does not understand the date requirements requested. BCP will provide a full response, if the above is not sufficient, during or immediately after the Technical Conference.

QUESTION TC #7

Reference: VECC #7 b) and g)

- a) The response to part b) indicates that the customer counts in I6 were updated for the final version of the customer count forecast. If this is the case, why are the values different than those shown in Exhibit 3/Tab 2/Schedule 1, page 2? Do the values in Exhibit 3 need to be revised?

It has come to BCP's attention that the customer counts in the CA models are not the final values contained in the load / customer forecast nor Exhibit 3. Both the Burman report and Exhibit 3 of the application are correct and the final CA model(s) will need to reconcile to these values.

- b) With respect to part g), please provide a schedule setting out the precisely how the distribution revenues for each customer class (totalling \$5,859,634) were determine. If the distribution of revenue across customer classes is not based on revenues as existing rates (net of the transformer ownership discount – as originally requested), please provide a revised response.

BCP has reviewed the CA model filed as part of BS TCQ # 9 (filed as part of IR process) and realized that the requested run did not remove the \$49,109 identified in our application as Transformer allowance. The requested dollar value of \$5,859,634 is the revenue based on applied for rates.

There seems to be confusion on what actual CA model is requested. BCP will clarify the data request and provide a final CA model that includes proper load forecast and transformer treatment.

QUESTION TC #8

Reference: VECC #10

- a) Why weren't the revenue offsets allocated to customer classes as per the 2011 cost allocation results?

BCP did use 2011 CA results to allocate revenue offsets. The IR response indicated we used distribution revenue to allocate. The distribution revenue was allocated on the CA run and therefore the revenue offsets were also allocated using the CA run.

- b) Please provide as schedule that, based on the revenue requirement allocated as per VECC 7 g) and Brant's proposed revenue to cost ratios, shows the total service revenue requirement (net of the transformer ownership discount) to be recovered from each class.

Please see applied for rate summary below:

	2011 Test - applied for rates				
	Customers (Year-End)	Consumption (kWh / KW)	Distribution Revenues (\$)	Transformer Allowance	Distribution Revenue (less TA)
Residential	8,290	80,122,583	\$3,521,260.69	\$0.00	\$3,521,260.69
GS<50	1,315	39,095,551	\$1,068,037.14	\$0.00	\$1,068,037.14
GS>50 to 499 kW	106	388,493	\$1,031,309.84	\$49,168.00	\$982,141.84
Unmetered Scattered Load	51	493,370	\$11,533.73	\$0.00	\$11,533.73
Sentinel Lighting	218	574	\$17,768.25	\$0.00	\$17,768.25
Street Lighting	2,630	4,783	\$258,892.60	\$0.00	\$258,892.60
TOTAL	12,610		\$5,908,802.25		\$5,859,634.25

- c) Based on the result from part (b) and the allocation of the revenue offset as per VECC # 7 g) – please provide a schedule that sets out the proposed Base Distribution Revenues for each class.

See summary above

- d) Please provide the resulting fixed and variable rates for each class based on the results from part c). In determining these rates, please include the recovery of the cost of the transformer ownership discount in the variable rate calculation for the GS>50 class.

See table below

Summary	RC%	Fixed		Variable	
		Rate	%	Rate	%
Residential	102.15%	11.00	31.1%	0.0303	68.9%
GS < 50 kW	102.15%	17.00	25.1%	0.0205	74.9%
GS > 50 kW	102.15%	95.00	11.7%	2.3436	88.3%
Street Light	70.00%	1.50	18.3%	44.2301	81.7%
Sentinel Light	70.00%	2.00	29.4%	0.0209	70.6%
Unmetered Load	102.15%	2.00	10.6%	0.0209	89.4%

QUESTION TC #9

Reference: VECC #14

- a) With respect to the response to part (a) – please confirm that Brant is not (as part of the current application) seeking to dispose of the balances in any of its deferral/variance accounts. Rather, Brant will be filing a separate Application based on its 2010 audited balances. If this is not the case, please clarify what Brant's proposal is.

BCP is proposing to dispose of variance account balances through this process. We are waiting for the completion of the 2010 audit to ensure year-end 2010 variance account balances are finalized before submitting the balances for disposition.

The proposal is to have year-end 2010 variance balances approved for disposition as all adjustments relating to the Brantford Power motion to re-hear will be included in the variance values.

- b) With respect to part (b), please confirm that the fourth table on the referenced page sets out the distribution revenue by class used for allocation purposes (totals \$6,476,905). Please respond to the original question and reconcile the values shown with those in Exhibit 3 and Exhibit 7, as referenced.

The allocation used in Exhibit # 9 needs to be updated to the values in the referenced Exhibit 3 table in the original IR. Note: the variance account dispositions will also be changed based on 2010 year-end variances when available.

QUESTION TC #10

Reference: VECC #15

Preamble: The following Matrix Summarizes VECC’s understanding of the Board’s CDM Guidelines with regard to SSM Claims and LRAM claims.

- a) Please confirm Brant’s agreement or change the entries to confirm to Brant’s understanding and application of the OEB Guidelines to the current Claims

SSM -Sources of Input assumptions	OEB TRC Guide	OPA Guide(s)	OPA 2009/2010 M&A List	Verification
a) Guideline Section 7.3 - Assumptions at the time of program delivery b) OPA Verification for OPA Programs	Third Tranche and Rate funded Programs (up to Jan 2009)	Applicable to OPA Programs (EKC etc Seeline2006 and 2007 Calculator(s)) N.B. SSM not Available for OPA Programs	Not Applicable up to Jan 2009	1. Third Tranche & Rate Funded <i>Independent Third Party</i> (2. OPA Programs SSM not Available for OPA Programs)
LRAM -Sources of Input Assumptions	OEB TRC Guide	OPA Guide(s)	OPA 2009/2010 M&A List	Verification
a) Guideline Section 7.3 Best available at time of Third Party Review b) OPA Verification for OPA Programs	Not Applicable	Applicable to OPA Programs (EKC etc Seeline2006 and 2007 Calculator(s))	Applicable to Non-OPA programs (Jan 2009 on)	1. Third Tranche & Rate Funded <i>Independent Third Party</i> 2. OPA Programs OPA Results

Note: The following Questions relate to the Brant’s SSM Claim.

- b) For the EKC programs 2006 and 2007 (now classified by BCP as Third Tranche funded), explain why for SSM OPA Results are acceptable verification.
- c) Explain why for CFLs and other mass market measures under the SSM claim, a consistent set of assumptions was not used for both 2006 and 2007. Explain if this was due to OPA changing Input assumptions in 2007 (see (d) below)

- d) Confirm that OPA changed its Input assumptions for CFLs and other mass Market Measures in residential service under the EKC Campaigns between 2006 and 2007.
- e) Explain by way of example, how a 13 W CFL installed in 2006 saves 104 kWh/yr and lasts 4 years while a 13 W CFL installed in 2007 saves 43 kWh/year and lasts 8 years?
- f) Confirm which input values should be used for the SSM, and Load Forecast to ensure consistency year over year?
- g) Provide a revised SSM Claim using consistent input values at the time that the 2006 and 2007 programs (EKC etc) were run. VECC believes that OPA changed assumptions for EKC as shown in Table 15d (ii) "Used for the SSM claim" and these were the Best Available at that time for ALL Mass market Measures.

Response:

- a) Changes to the table are in underlined text.

SSM -Sources of Input assumptions	<u>Source of PIAs to be used in the absence of a program specific evaluation [See Note to Table]</u>			Verification
	OEB TRC Guide	<u>OPA Measures and Assumption List (Feb 2008)</u>	OPA 2009/2010 M&A List	
a) Guideline Section 7.3 - <u>Assumptions in existence in the immediately prior year</u> b) OPA Verification for OPA Programs	Third Tranche and Rate funded Programs (up to Jan 2009)	<u>Not applicable up to Feb 2008</u>	Not Applicable up to Jan 2009	1. Third Tranche & Rate Funded <i>Independent Third Party</i> (2. OPA Programs SSM not Available for <u>OPA funded Programs</u>)
LRAM - Sources of Input Assumptions	OEB TRC Guide	<u>OPA Measures and Assumptions List (Feb</u>	OPA 2009/2010 M&A List	Verification

		2008)		
a) Guideline Section 7.3 Best available at time of Third Party Review b) OPA Verification for OPA Programs	Not Applicable	<u>Generally not applicable to LRAM calculations of programs</u>	Applicable to Non-OPA programs (Jan 2009 on). <u>Applicable, but not necessarily the best available source of input assumptions.</u>	1. Third Tranche & Rate Funded <i>Independent Third Party</i> 2. OPA Programs OPA Results

Note: The PIA documents list default Program Input Assumptions (PIAs) that the Board has said it will accept. As described on p. 2 of the Third Party Review, there is a hierarchy of information and the PIA documents are not the highest rated source of information. The PIAs contain generic data on energy efficient technologies and the technologies they replace that may be used in the absence of program-specific information. The PIAs themselves come from the results of previous evaluations, literature reviews, and other sources. Similarly, it may not be practical to use the PIA documents for every technology in a program, for instance if that technology is not listed or if it is not practical to determine whether the technology used in the program is analogous to the technology described in the PIA document. Brant County Power does not consider the SeeLine EKC calculators to be an 'official' PIA document.

b) We agree that in principle, the SSM calculations for the measures in the EKC program in 2006 and 2007 should use the input assumptions in place in the year immediately preceding the introduction of the program. The definitive source for participation levels is the OPA verification of these programs. From a practical perspective, the measures identified in the OPA program verification could not all be readily mapped onto the measures in the TRC Guide. Therefore there were two options available: to map the measures that could be mapped, and use the verification results for the other measures, or to consistently use the verification results for all measures. The latter approach was chosen, so that there was consistency across the measures in these programs. In general, this approach was to the ratepayers benefits because the unit energy savings in the validation results are lower than those in the TRC Guide for the measures that could be mapped.

c) Yes, this was due to the OPA changing input assumptions in 2007.

- d) Yes, the OPA changed input assumptions for CFLs and other mass market measures in residential service under the EKC campaigns between 2006 and 2007.
- e) The energy savings (and lifetime) of a 13 W CFL are a function of a number of factors, including the wattage of the bulb that is being replaced, and how many hours the CFL is in use. In the real world, the hours of use varies across locations in a home (outdoor lights tend to be used for the most hours, then kitchens, then other rooms). Of course there are also variations from one home to the next depending on a range of lifestyle and occupancy factors, and the design and location of the home. In the various PIA documents, there is a discussion of the sources of assumptions for hours of use, and these vary from study to study. In general, the expectation is that as the market penetration of CFLs increases, the *average* hours of use will decrease as they are placed in locations that are less used. The lifetime of a CFL is a function of a number of factors, including the frequency with which it is turned on and off, and the total hours of use. For most practical purposes, the assumption is that the hours of use drives the lifetime, so a lightbulb used for half as many hours would be expected to last approximately twice as long.

However, for the purposes of the LRAM claim, the actual savings per bulb were provided in the Ontario Power Authority's evaluation results. These results come from an evaluation conducted on behalf of the OPA. OPA advises that these estimates are prepared in a manner consistent with OPA current practice, and are the same values used to report progress against provincial conservation targets. Brant County Power has no information or reason to reject these values that were developed through OPA's evaluation of the EKC programs.

- f) As stated in the Guidelines for Electricity Distributor Conservation and Demand Management, input values used for SSM claims for a particular program should be the best available for that particular program at the beginning of the year that the program was delivered. This is regardless of the consistency of assumptions from year to year, or from program to program.

Input assumptions for load forecasting should be those used for LRAM. Load forecasting of Brant County's 2005-2009 CDM programs was complete at the time of the third party review and only for the period beyond the current LRAM claim. As such, the appropriate input assumptions for load forecasting are the best available for each program at the time of the third party review. This will ensure a consistency of energy savings for a particular program from year to year.

- g) VECC has requested that we provide a revised SSM Claim using consistent input values at the time that the 2006 and 2007 programs (EKC etc) were run. In the year immediately prior to the EKC program being offered (2006), the PIA value for 15 W CFLs, for example, was 104 kWh/a. The first appearance of the value of 44.3 kWh/a we are aware of was in the February 2008 *OPA Measures and Assumptions List*. In the OEB's *Total Resource Cost Guide* (Revised October 2, 2006), the value showing is 104 kWh/a. Consequently, at VECC's request, we have recalculated the SSM claim using the values in place from October 2006, and these are presented below. The result of this calculation is an increase in the SSM of \$1,960, all in the residential rate class.

1. Program	2. Energy Efficient Measure	3. Prescriptive input assumptions available in 2006 (the immediately prior year to 2007)		
		4. Measure	5. Free-rider rate	6. Gross savings (kWh/a)
7. 2007 EKC	8. 15 W CFL	9. 4	10.10 %	11.104
12.2007 EKC	13.20 W+ CFLs	14.4	15.10 %	16.157
17.2007 EKC	18. Project Porch light CFLs	19.4	20.10 %	21.104
22.2007 EKC	23.SLEDs - average	24.30	25.5%	26.13
27.2007 CDM other admin costs - NEPA	28.15 W CFL	29.4	30.10 %	31.104
32.2007 Project porchlight	33.15 W CFL	34.4	35.10 %	36.104
37.2007 Walter's	38.15 W	39.4	40.10	41.104

greenhouse/No va Vita Ladies Night	CFL		%	
42.2007 SLED exchange	43.LED Lights - 5W bulbs	44.3 0	45.5%	46.19
47.2007 SLED exchange	48.LED Lights - minis	49.3 0	50.5%	51.7

The associated revised SSM claim is as follows.

52. Rate class	53. SSM
54. Residential	55. \$20,585
56. GS < 50 kW	57. (\$1,838)
58. GS 50 to 4,999 kW	59. (\$429)
60. Large use	61. \$0
62. Street lighting	63. \$2,452
64. Sentinel lights	65. (\$7)
66. GS intermediate use	67. \$0
68. Unmetered scattered load	69. \$0
70. Total	71. \$20,762

QUESTION TC #11

Reference: VECC #16

Preamble: The following Questions relate to Question 16 d), the LRAM claim and the CDM variable used for the load forecast..

- a) For the EKC programs 2006 and 2007 (now classified by BCP as Third Tranche funded) explain why for LRAM, OPA Results are acceptable verification.

As indicated in the Guidelines for Electricity Distributor Conservation and Demand Management, the Board would consider an evaluation by the OPA or by a third party designated by the OPA to be sufficient to verify program results used for LRAM claims. This would include the 2006 and 2007 EKC programs for which the evaluation was done for the OPA.

- b) Re-file the Table attached to the response to Question 16 d) using **only** OPA 2010 Measures and Assumptions List Values to calculate the LRAM for third tranche programs (including EKC 2006/2007).

The table below is the table provided in response to VECC IR Q16b, adjusted to use only OPA 2010 Measures and Assumption list values for third tranche programs (including 2006 and 2007 EKC programs).

The LRAM claim as detailed in the table provided in response to VECC IR Q16b already used the OPA 2010 Measures and Assumptions List for all third tranche programs in all rate classes with the exception of the residential 2006 and 2007 EKC programs. LRAM claims for these latter two programs relied upon final program-specific results, as provided by the OPA. Brant County feels that these program-specific results should be considered the best available input values to use for 2006/2007 EKC LRAM claims (as opposed to the generic 2010 Measures and Assumptions list) since results are specific to the program and more accurately capture the program-specific technologies, inputs and savings associated with the 2006 and 2007 EKC programs. Furthermore, for some measures, there is no simple one-to-one matchup between the measures found in the 2006 and 2007 EKC programs and the measures found on the 2010 Measures and Assumptions list. One particular example is programmable thermostats, since it is unclear as to which

programmable thermostats (if any) on the Measures and Assumption list it would be appropriate to compare to the EKC programmable thermostats.

Funding	Program	Year	Residential	GS < 50 kW	GS 50 to 4,999 kW	Street lighting	n-year LRAM
OPA	Cool & Save Savings Rebate	2006	\$3,214	\$0	\$0	\$0	\$3,214
		2007	\$3,984	\$0	\$0	\$0	\$3,984
	Cool Savings Rebate	2006	\$3,130	\$0	\$0	\$0	\$3,130
		2009	\$2,362	\$0	\$0	\$0	\$2,362
	ER22	2007	\$0	\$450	\$240	\$0	\$690
		2008	\$0	\$3,341	\$712	\$0	\$4,053
		2009	\$0	\$19,576	\$3,323	\$0	\$22,900
	Every Kilowatt Counts Power Savings Event	2006	\$15,843	\$0	\$0	\$0	\$15,843
		2009	\$4,364	\$0	\$0	\$0	\$4,364
	Great Refrigerator Roundup	2007	\$3,953	\$0	\$0	\$0	\$3,953
		2008	\$8,960	\$0	\$0	\$0	\$8,960
		2009	\$4,827	\$0	\$0	\$0	\$4,827
	High Performance New Construction	2006	\$0	\$42	\$0	\$0	\$42
		2009	\$0	\$873	\$0	\$0	\$873
	PeakAver@	2006	\$106	\$5	\$0	\$0	\$111
		2009	\$42	\$2	\$0	\$0	\$44
	Power Savings Blitz	2009	\$0	\$31,342	\$0	\$0	\$31,342
	Secondary Refrigerator Replacement Pilot	2006	\$1,362	\$0	\$0	\$0	\$1,362
	Social Housing Pilot	2007	\$2,171	\$0	\$0	\$0	\$2,171
	Summer Sweepsakes	2008	\$21,024	\$0	\$0	\$0	\$21,024
OP&I total			\$73,183	\$57,399	\$4,277	\$0	\$135,859
Third tranche	& B&E other admin costs NTPA	2006	\$852	\$0	\$0	\$0	\$852
	Cold water wash program	2006	\$3,363	\$0	\$0	\$0	\$3,363
	Conservation County CIL	2006	\$1,954	\$0	\$0	\$0	\$1,954
	Conservation County lighting retrofit	2006	\$0	\$964	\$0	\$0	\$964
	Every Kilowatt Counts	2006	\$41,968	\$0	\$0	\$0	\$41,968
		2007	\$24,369	\$0	\$0	\$0	\$24,369
	Garage door replacement	2006	\$0	\$680	\$0	\$0	\$680
	Lighting your electricity bill	2006	\$6,274	\$0	\$0	\$0	\$6,274
	Popcorn porch light	2007	\$1,643	\$0	\$0	\$0	\$1,643
	Seasonal LED light exchange	2006	\$316	\$0	\$0	\$0	\$316
		2007	\$446	\$0	\$0	\$0	\$446
	Streetlight conversion	2008	\$0	\$0	\$0	\$132	\$132
	Traffic light conversion	2008	\$0	\$0	\$0	\$1,369	\$1,369
	Walter's grandfather Nova Via Ladies Night	2007	\$496	\$0	\$0	\$0	\$496
Third tranche total			\$51,682	\$1,974	\$0	\$1,731	\$55,057
Total			\$157,167	\$57,268	\$4,277	\$1,731	\$220,442

- c) Re-calculate the Total LRAM including OPA non-third tranche programs and provide the corresponding rate riders.

The total LRAM including OPA non-third tranche programs as calculated in response to Question 11 is \$220,442.

Rate class	LRAM
Residential	\$157,167
GS < 50 kW	\$57,268
GS 50 to 4,999 kW	\$4,277
Large use	\$0
Street lighting	\$1,731
Sentinel lights	\$0
GS intermediate use	\$0
Unmetered scattered load	\$0
Total	\$220,442

The corresponding rate riders are below. As discussed in response to Question 11b above, the residential rate rider is based on program assumptions that do not reflect the best available information for residential third tranche programs. The rate riders below are being supplied only to respond to Question 11c.

Customer Class	LRAM including carrying charges	SSM	Total	Unit	2011 Billed kWh/kW	1-yr Rate Rider \$/unit
Residential	\$157,167	\$18,625	\$175,791	kWh	80,122,583	0.0022
GS < 50 kW	\$57,268	(\$1,838)	\$55,429	kWh	39,095,551	0.0014
GS 50 to 4,999 kW	\$4,277	(\$429)	\$3,848	kW	388,493	0.0099
Street lighting	\$1,731	\$2,452	\$4,183	kW	4,783	0.8746
Sentinel lights	\$0	(\$7)	(\$7)	kW	574	(0.0129)
<i>Total</i>	\$220,442	\$18,802	\$239,245	--	--	--

d) Provide a revised Load Forecast CDM reduction calculation for the historic period (i.e., update response to VECC #4 e)), re-estimate the regression model and revise the Load Forecast using the new model. Please indicate the input assumptions used for 2010 and 2011 for GDP for purposes of the response.

Pending

QUESTION TC #12

Reference: VECC #19 d) Attachment

- a) Please indicate the amounts, terms, and the dates on which (i) BCPI loaned BCPSI money, (ii) BCPI called loans, (iii) BCPI renegotiated loans, and (iv) BCPSI retired loans.

Please see attached schedule of loans. There were no instances of called, renegotiated or retired loans.

- b) Please confirm that at present BCPI has only one outstanding loan to an affiliate, BCPSI. If unable to so confirm, please explain.

There is only one outstanding loan

- c) If necessary, please reconcile the response to part a) with the balance outstanding of \$545,011 at December 31, 2010.

See part a.

- d) Please confirm that there are no minutes pertaining to the existing loan(s) subsequent to July 16/09. If unable to so confirm, please explain.

There were some discussions of this loan subsequent to July 16 09. Please see attached.

- e) Does BCPI consider that it has mitigated sufficiently the possibility of default risk with respect to these loans.

**BCPI believes that it has mitigated its risk with respect to this loan.
BCPS continues to pay principal and interest on this loan as scheduled.**

- f) Please confirm that if any of the amount currently loaned to BCPSI should become bad debt, there will be no adverse impact on the regulated utility, e.g., through a credit downgrade of the utility. If unable to so confirm, please explain.

We do not expect a default on this loan and a subsequent downgrade.

QUESTION TC #13

Reference: VECC #20 c)

- a) Please indicate whether any of the amount of \$75,661 in 2011 is for the Board of Directors of BCPSI. If so, please specify the amount that pertains to BCPSI's Board.

None of the \$75,661 in 2011 is related to the BOD of BCPSI. All is related to the BOD of BCP

QUESTION TC #14

Reference: VECC #21 b) Attachment

- a) Please explain why 2008 actual recoveries from affiliates were so much higher than in the following years.
- b) Please provide the actual 2010 recoveries from affiliates.

In 2008, there were some intercompany charges for which BCP charged a markup of 10% on certain things. This practice was stopped at the end of 2008 and only actual costs were recovered.

Actual recoveries from affiliates:

- **5625 M1 – billing costs - \$9,672**
- **5625 M2 – Administration - \$27,504**
- **5625 M3 – Executive and Mgmt Services Fee - \$4,960**
- **Accounting/Bookkeeping Services Fee - \$ 9,016**
- **Total \$ 51,152**

QUESTION TC #15

Reference: VECC #28 a)

- a) Please provide a breakdown of the 36.6% increase in union average base wages over the period 2006-2009, among the following categories (i) average cost of living increases, (ii) adjustments for moving up the pay grid, (iii) comparison study adjustment for line crew wages, and (iv) other.

As there has been full turnover of sr. management staff – we have been unable to locate the exact rationale for the increases as there is no “paper trail” to document. We do know that a comparison study was undertaken by polling neighboring LDCs and this poll was considered during the CBA process. As a result of this process the wages were increased by 5% each year for 3 years from April 2006 – March 2009. This did not account for progression analysis for moving up o the pay grid

- b) Was the comparison study undertaken as a result of a concession made during bargaining? Please provide details.

We believe the comparison study was used for purposes of facilitating the discussions during the CBA process.

- c) Was a collective bargaining agreement in effect when the comparison study adjustments were made?

Yes

- d) Please provide a copy of the collective agreement(s) in effect in the years 2006-2009 inclusive and provide a copy of the agreement currently in effect.

See attached

COLLECTIVE AGREEMENT

between

BRANT COUNTY POWER INCORPORATED

AND

POWER WORKERS UNION (CUPE LOCAL 1000)

FROM APRIL 1, 2006 to MARCH 31, 2009

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AGREEMENT

This Agreement

BETWEEN:

BRANT COUNTY POWER INCORPORATED
(Hereinafter referred to as the "Corporation")

of the First Part

- AND -

POWER WORKERS UNION (CUPE LOCAL 1000)
(Hereinafter referred to as the "Union")

of the Second Part

ARTICLE 1 - RECOGNITION

- 1.01 The Corporation recognizes the Union as the sole collective bargaining agent for all employees save and except the Foreman, those above the rank of Foreman, office staff and co-op students (co-op students term of employment shall not exceed four (4) months.
- 1.02 The Corporation agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced, on account of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization. The Union agrees that it will not discriminate against or coerce any employee because of their membership or non-membership their activity or their lack of activity in any labour organization. All employees who come under this agreement shall maintain membership in the Power Workers' Union - CUPE Local 1000.
- 1.03 The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of management, with the exception of the Union Steward who is allowed reasonable time for union activities.
- 1.04 The Union recognizes that the Corporation is a regulated Local Distribution Company and therefore the efficient, economical and continuous operation of its plants and services are of prime public interest; that its income is derived principally from electricity rates paid by the general public for its products and services and that the rates for its products and services are fixed in advance by a regulatory authority.
- 1.05 Whenever the singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used where the context of this Agreement so indicates.

ARTICLE 2 - MANAGEMENT FUNCTIONS

- 2.01 The Corporation has and shall retain the exclusive right and power to manage its business and direct its working forces including, but without restricting the generality of the foregoing the right to hire, suspend, discharge, promote, demote and discipline any employee. The Corporation shall exercise said functions in accordance with the provisions of this Collective Agreement.
- 2.02 The Corporation agrees that their function will be exercised in a manner consistent with the provisions of this agreement.

ARTICLE 3 - SENIORITY, VACANCIES & JOB POSTING

- 3.01 An employee intended for full-time employment will be considered probationary for the first six months of employment. After such six months service seniority shall date back to the day on which they last entered with the Corporation. The employee will have the option to pay the cost of the Extended Health Benefits after three (3) months of service.
- 3.02 When making layoffs and recalls of employees, departmental seniority shall apply, providing the employee has the necessary qualifications.
- 3.03 With the qualification for the job given full consideration, employees having the greatest seniority, in the department concerned, will be given preference in making promotions providing the applicant has in the opinion of Management, merit, skill, ability and physical fitness relatively equal to the applicants with lesser seniority.
- 3.04 All promotions made within the scope of this agreement will be on a six month trial basis and such promotions will carry the suffix "acting" until the expiration of the six month trial period or until such time as the Management has given final approval.
- 3.04(b) If any employee accepts a promotion outside of the bargaining unit and does not return to the bargaining unit within twelve (12) months of the date of the promotion, seniority with the bargaining unit will be lost for the purpose of layoff only. If the employee returns on/or before twelve (12) months their seniority will continue to accrue from the date of promotion.
- 3.05 A probationary employee will become a member of Power Worker's Union - CUPE Local 1000 after completion of ninety calendar days employment. A temporary employee will become a member of the Power Worker's Union - CUPE Local 1000 after completion of one hundred and twenty working days employment.
- 3.06 The Corporation agrees to deduct an amount equal to the regular monthly dues of the Union from each employee in the bargaining unit from each pay of the month and remit same to the Financial Officer of the Union each month. The Union Financial Officer will advise the Corporation of any alterations to be made to the deductions.

3.07 Vacancies existing or new jobs created shall be posted on the bulletin board for seven working days prior to the opening being advertised elsewhere. Written application from employees shall be filed with the Corporation within nine calendar days of posting. Where employee applicants are equally qualified for the opening the employee applicant with the greatest seniority shall be given preference as per Article 3.03.

3.08 The Corporation agrees that the Corporation representative will consult with the steward of the Union prior to making an appointment to a new position or a new classification or where a reclassification is involved.

ARTICLE 4 - LOSS OF SENIORITY

4.01 An employee may lose all seniority for any of the following reasons:
(a) If they voluntarily quit the employ of the Corporation.
(b) If they are discharged for cause unless reversed through the grievance procedure.
(c) If an employee is laid off and fails to return to work within ten days after having been notified to do so by registered mail sent to the last address registered with the Corporation.
(d) Is absent from work for any period greater that twenty-four months.

4.02 An employee who has been laid off, may be struck off the seniority list at the expiration of twenty-four months layoff and any employee so struck off the seniority list and thereafter re-employed, may for purposes of seniority be treated by the Corporation as a new probationary employee. Seniority shall not accumulate during the period of lay-off.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 The Union shall notify the Corporation in writing of the name of the steward and of any change in the steward before the Corporation shall recognize them.

5.02 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate supervisor an opportunity to adjust their complaint, other than in exceptional circumstances, when it may go to Step I (Below) directly.

5.03

Any difference of opinion regarding the interpretation, application, or administration of the terms of this agreement, or any allegation that an employee has been subjected to unfair treatment, shall be considered a fit matter for the grievance procedure. Grievances shall be in writing for Step 2 and Step 3 and must cite the grievous act or, specific provision(s) of the agreement, which is claimed to have been violated and the redress sought. Grievances must be filed within ten (10) working days of the alleged violation and shall be dealt with in the following manner:

Step 1

A steward shall first take the matter up with the supervisor; the supervisor shall respond within two (2) working days, failing settlement at this stage, the employee may immediately proceed to Step (2) within an additional two (2) working days.

Step 2

A steward shall take the matter up with the Operations Manager; the Operations Manager shall respond within two (2) working days, failing settlement at this stage, the employee may invoke Step 3 within an additional two (2) days.

Step 3

A steward and/or representative of the Union, may take the matter up with the General Manager; the General Manager shall respond within (14) working days, failing settlement at this stage, the matter may then be referred at any time within an additional fourteen (14) working days to arbitration's as set out in Article 6.

The steward may require the grieving member to provide resource during a grievance meeting.

Step 2 and Step 3 decisions to be in writing. Time limits herein set out must be adhered to by both parties unless mutually extended by the parties. The Steward may require the grieving member to provide resource during a grievance meeting. The Corporation agrees that there shall be no loss of normal base pay for time spent by the Union Committee in grievance meetings under Article 5. Such time spent will be arranged through consultation with the appropriate supervisor and will not normally be withheld. A policy or group grievance pertaining to the interpretation, administration or application violation of this agreement may be initiated at Step 2 as applicable.

5.04

As an alternative to Article 5.0 the parties may, by mutual agreement, agree to refer a grievance to a Mediator/Arbitrator as a means of settlement. The Mediator/Arbitrator shall be mutually agreed to by the parties and each party shall pay one half (1/2) of the expenses and remuneration of the Mediator/Arbitrator.

ARTICLE 6 - ARBITRATION

- 6.01 It is agreed that all differences of opinion relating to the interpretation, application or administration of this Agreement, which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as defined in the appropriate section of the Ontario Labour Relations Act.
- 6.02 An Arbitration Board or Arbitrator shall not have the power to add to or subtract from or change the provisions of this Collective Agreement or to deal with any matter not contained in the statement of grievance filed by the party referring the matter to arbitration.
- 6.03 The Union and the Corporation shall each pay one-half of the expenses and remuneration of the Chairperson of the Board and shall each bear the expenses and remuneration of their own appointee to the Board and any other expenses incurred in presenting their case.

ARTICLE 7 - NO STRIKES-NO LOCKOUTS

- 7.01 In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement there will be no strike, slowdown or stoppage of or interference with work or production either complete or partial as defined by the Ontario Labour Relations Act, and the Corporation agrees that there will be no lockout.
- 7.02 The union further agrees that it will not involve any employee of the Corporation or the Corporation itself, in any dispute, which may arise between any other employer and the employees of such employer, but the management must guarantee the safety of its employees. This does not apply to Union activities after hours.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- 8.01 The following shall not be interpreted as a guarantee of hours of work per day or per week or otherwise.
- 8.02 Hours of work will be from 0730 to 1530, Monday to Friday with a 20-minute lunch break, providing the vehicles and crew remains on the job site.

- 8.03 Work performed outside of normal scheduled hours as a continuation or extension of the normal work period shall be paid at the appropriate overtime rate as in 8.05. However variations in the starting and closing times shall be mutually agreed between employees and management.
- 8.04 **Emergency Overtime**
All employees called out to work after normal quitting time shall receive a minimum payment of two hours at the appropriate premium rate. There shall be no minimum overtime payment applicable to a call out which occurs within 1 ½ hours of the finish of the previous call out. Overtime is calculated from the time the employee leaves home until they have finished their work and returned to headquarters.
- 8.05 All work performed outside of normal working hours including statutory holidays shall be paid at two times the employee's hourly rate.
- 8.06 Overtime shall be paid in accordance with the above schedule until the employee is relieved. The relief period shall consist of an absence of eight (8) hours from the job except under extenuating circumstances where the relief period may be less than eight (8) hours when mutually agreed upon by the employee concerned and the Corporation. This clause does not include minimum calls.
- 8.07 After four (4) hours continuous overtime work the Corporation will cover the cost of a meal ~~arrange for a meal not to exceed fourteen dollars (\$14.00) cost or will make payment in lieu in the amount of fourteen dollars (\$14.00).~~ The time taken for meals will not be paid by the Corporation. A meal allowance does not apply to planned overtime with twenty-four (24) hours notice. If an employee is required to work overtime one (1) hour or more prior to his normal starting time, and such overtime continues to normal starting time the Corporation will pay for the employee's meal not to exceed fourteen dollars (\$14.00). If an employee is required to work continuously past normal quitting time for a duration of two (2) hours, the Corporation will pay fourteen dollars (\$14.00) in lieu of a meal and fourteen dollars (\$14.00) every four (4) hours continuous thereafter.
- 8.08 Due to the nature of the work performed at Brant County Power Inc., employees may be required to work overtime. An effort will be made by the employer to equitably distribute overtime amongst all qualified employees.

8.09

Banked Time - Outside Workers

This will apply to all outside workers for the term of this Collective Agreement in Brant County Power Inc.

Any overtime hours beyond the normal daily hours may be banked and will be calculated using the appropriate premium rate to a maximum of forty (40) hours per year from April 1 to March 31 of the following year. The use of the time will be mutually agreed upon and must be taken prior to April 1, of each year. It will be the employee's responsibility to fill out the proper form to bank and to request the use of the time.

ARTICLE 9 - INCLEMENT WEATHER AND CLOTHING

9.01

The Manager or in his absence the Operations Manager or senior person of the work crew shall determine if the weather is suitable for working.

9.02

The Corporation will supply approved clothing and accessories to employees in accordance with 9.03. Effective April 1, 2003 all items will be issued and all will remain the property of the Corporation. Items shall be recoverable on demand, and shall be worn and used in an approved manner. Items will be exchanged as required with prior approval of the Supervisor. Employees will be responsible for maintenance and laundering.

9.03

Approved Clothing and Accessories

All Lines/Meter/Stores Staff - as necessary *PB*

Rainwear, ✓

rubber boots, ✓

safety hats, ✓

rubber gloves, ✓

leather gloves, ✓

safety glasses, ✓

Chain saw protection, ✓

Prescription safety glasses, 2 years from last purchase [?]

Galoshes, 1 year from last purchase (*overboot*)(*rubber*) *GW*

Lines Staff: *DM*

4 - long sleeve t-shirts, issued as required ✓

1 - pair of pants, issued as required ✓

1 - summer bib coverall, issued as required ✓

2 - long sleeve button-up shirts, issued as required ✓

1 - pullover sweatshirt, issued as required ✓

1 - jacket, issued as required ✓

1 - winter bib coverall, insulated, issued as required ✓

1 - insulated parka, issued as required ✓

Meter/Stores Staff: DM

- 4 - pair of pants, issued as required ✓
- 4 - long sleeve shirts, issued as required ✓
- 1 - pullover sweatshirt, issued as required ✓
- 1 - jacket, issued as required ✓
- 1 - insulated parka, issued as required ✓

9.04 The Corporation shall purchase approved Safety Boots for each employee not to exceed one (1) pair per calendar year to a maximum cost of \$225.00.

ARTICLE 10 - WAGE RATES AND CLASSIFICATIONS

- 10.01 The wage rates and classifications shall be as set out in Schedule "A" attached to and forming part of this agreement.
- 10.02 When the sub-foreman is absent due to illness or vacation, a replacement shall be appointed. The appointed person must be qualified, have leadership, and disciplinary ability and must insure that work is carried out efficiently and safely. The relieving person must accept responsibility for the sub-foreman position.

ARTICLE 11 - PAYMENT OF WAGES

- 11.01 The Corporation agrees to a weekly payroll system. The payroll shall be available at the first reasonable time after Wednesday noon hour of the week following the last day of the payroll.

ARTICLE 12 - EQUIPMENT AND SAFETY PRACTICES

- 12.01 No person is required to use defective equipment, but is required to immediately report in writing to the Operations Manager or Manager any defective equipment. All Corporation equipment that becomes defective will be replaced or repaired by the Corporation and remain the property of the Corporation.
- 12.02 The safety practices issued by the Electrical and Utilities Safety Association of Ontario and the labour legislation of the Province of Ontario shall be the minimum safety standards.
- 12.03 Safety meetings will be held on a regular monthly basis.

12.04 The Corporation will apply for certification of all Class A Journeyman Linemen and register all apprentice linemen. The Corporation will pay for the certificate of qualification. The Corporation will pay for all job related certificates and education successfully completed within a reasonable scope and as approved by Management.

ARTICLE 13 -VACATIONS AND PAID HOLIDAYS

13.01 A vacation schedule will be posted by Management at the first of each year. Sign up date for vacation will be April 1st of each year. Vacation sign up may be changed at any time with mutual consent. Employees are required to give Management at least two weeks notice in writing before starting approved vacation time. Notice forms are to be supplied by Management.

13.02 Employees will be eligible for vacations based upon their length of continuous employment as of their anniversary date of that year.

One year.....	Two Weeks
Four years.....	Three Weeks
Nine years.....	Four Weeks
Sixteen years.....	Five Weeks
Twenty-three years.....	Five Weeks + 1 Day

and an additional compound day for every year of employment thereafter to maximum of six weeks.

For all future employees, a fixed vacation anniversary date will be established with holidays based on this date. Pro-ration of vacation will be allowed during the 1st year at a rate of 10/12 days per month from date of hiring to the established fixed anniversary date, rather than waiting the full year employment before being allowed to take earned vacation. The employee must work a full year from the vacation anniversary date to be entitled to take vacation. However, the Corporation will allow the employee to take these holidays six months prior to that date. The anniversary date will be January 1.

13.03 Employees during their 2nd, 4th, 9th and 16th years shall be permitted to sign for and be entitled to the extra days or weeks vacation earned during that year and shall sign for the days or weeks to be taken before their anniversary date.

13.04 Vacations shall be taken in the order of seniority wherever possible, permitting the employee with the longest term service to have the choice of vacation. Vacations shall normally be taken in the current calendar. Employees will have the option to carry over up to five (5) days vacation to the following year. Carried over vacation must be requested by October 31 of the current year and must be taken by March 31 of the following year.

13.05 No vacations will be allowed which interfere with the Corporation's satisfactory maintenance of its services to the public in all departments and the Corporation shall be the sole judge of the number of employees and the Classifications that shall be allowed holidays at any one period. Every effort will be made by the Management and Corporation to provide vacations to the convenience of the employees.

13.06 The following paid holidays will be recognized by the Corporation:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and one (1) day on the last working day before Christmas Day and New Year's Day. An additional one (1) day Paid Holiday, per collective agreement year, will be made available to regular employees, on an individual basis.

Qualified employees will make application for such holiday at least two (2) calendar weeks in advance of the required day, which will be granted in accordance with the Corporation's work requirements and on the basis of seniority.

13.07 Payment for paid holidays shall be at the employee's standard basic rate of pay. If any of the above holidays fall on Saturday or Sunday it shall be observed the Monday following.

13.08 Employees shall not be paid for a paid holiday if absent without permission or good cause in the opinion of the Manager on the scheduled working day immediately preceding or following such holiday.

ARTICLE 14 -BEREAVEMENT

14.01 In case of death in the immediate family (spouse, child, mother, father, step-mother, step-father, sister, brother, mother-in-law, father-in law) employees may be released from duty for a period of up to three days without reducing base earnings.

14.02 In the case of death of other members of the family (grandmother, grandfather, aunt or uncle) employees shall be granted leave of absence with pay to compensate for time lost, not to exceed one day, to attend the funeral.

14.03 All payment for bereavement leave shall be subject to the approval of the Manager and will be conditional upon the employee attending the funeral.

14.04 At the Manager's discretion, employees may be allowed time off with pay while serving as pallbearer at a funeral.

- 14.05 Employees, at the discretion of the Manager, shall be allowed four (4) hours off with pay to attend the funeral of a fellow employee or retired employee. Leave of absence may be granted if further time off is required.

ARTICLE 15 -JURY SERVICE DUTY

- 15.01 The Corporation agrees to re-imburse employees for loss of pay when appearing for jury duty or subpoenaed as witness upon submission of proof of such service.

ARTICLE 16 -RETIREMENT

- 16.01 The compulsory retirement age shall be sixty-five (65) years. The effective date will be the last day of the month in which the 65th birthday occurs. *The Ending Mandatory Retirement Statute Law Amendment Act was approved by legislative assembly on December 12, 2005. It takes effect one year from the date of Royal Assent, to allow employers time to adjust their workplace policies and practices. Effective December 12, 2006 mandatory retirement provisions in this collective agreement will no longer be enforceable except in those cases where mandatory retirement is allowed under the Human Rights Code as a 'bona fide occupational requirement'.*

ARTICLE 17 -HEALTH, PENSION AND INSURANCE PLANS

- 17.01 An employee intended for full-time employment will be considered probationary for the first six months of employment. After such six months service seniority shall date back to the day on which they last entered with the Corporation. The employee will have the option to pay the cost of the Extended Health Benefits after three (3) months of service.
- 17.02 The Corporation agrees to pay one hundred percent (100%) of the cost of a Supplementary Hospital Plan and one hundred percent (100%) of the cost of an Extended Health Care Plan and a Drug Plan with Equitable Life of Canada, Group Benefit Plan Class "A" – 100% employer paid; Vision care in house plan of \$224.00 every twenty four (24) months.
- 17.03 The Corporation will pay 100% of the basic premium rates for health benefits between the age of 55 and 65 for any employee who elects for an early retirement, providing the employee has completed a minimum of twenty (20) years of service with Brant County Power Inc. and its successor Commissions prior to retirement and is receiving an OMERS pension.

Should the employee die prior to age 65 and while in receipt of these health benefits the employee's spouse will continue to receive benefits for two (2) years or until the date of which the employee would have been 65 years of age or until remarriage of the spouse, whichever is sooner. The spouse will have the option of continuing on the benefits plan after the above period and will be required to pay the cost of the premium for these benefits.

All new employees starting after August 1, 2003, and those not completing twenty (20) years service with Brant County Power Inc. and its successor Commissions prior to retirement and is receiving an OMERS pension will receive benefits until the age of 65 at a rate of 50% paid by the employee and 50% paid by the company.

- 17.04 The Corporation agrees to re-imburse an employee to cover the cost of a standard medical examination, a condition to the renewal of their driver's license.

ARTICLE 18 -SICK LEAVE PLAN

- 18.01 The Company will provide income protection through a Short Term Disability Plan for all employees in the bargaining unit for periods of up to seventeen weeks.

PROCEDURES:

Eligibility

All full-time employees covered by this Policy shall be eligible for coverage after six (6) months service with the Company. Except if there is a break in service, the pro-rated part-time service shall be reflected in determining eligibility under the waiting period and for the purpose of determining the extent of leave available at 100% of salary.

Coverage

- a) Coverage is in effect 24 hours per day and provides income protection for any illness or injury, which is not properly covered by Workplace Safety Insurance Board (WSIB).

- b) When an employee becomes eligible for coverage, coverage commences with the first day of illness based on the following benefit schedule:

Length of Service	100% of Salary	75% of Salary
6 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

- c) An employee covered by this benefit will always have up to seventeen weeks of benefit coverage per illness/disability. Based on the number of years of service an employee may be eligible for coverage at 100% of salary or 75% of salary in accordance with the above schedule. However, the schedule represents the maximum of 100% benefit that an employee has available in a calendar year. If during the calendar year an employee uses the maximum eligible sick leave, which is covered, at 100% of salary, then all other eligible sick leave during the year is covered at 75% of salary.
- d) If an employee is not at work on January 1, the 100% credit will not renew until the employee actually returns to work.
- e) If an employee returns to work and has a recurrence of the same illness/disability, the employee would be entitled to sick leave of 17 weeks minus the period of sick leave used for the previous occurrence(s). However, the employee would be eligible to apply for long term disability leave if the combined sick leaves equaled 17 weeks.
- f) If during a fully paid leave of absence, an employee becomes ill, the employee should advise the employer of the illness. Appropriate certification, if required, will be requested. An employee on any leave of absence that is not fully paid leave will not be eligible for payment of short term benefits in the event of illness. Eligibility for short term benefits will be reinstated once the employee returns to work, as authorized.
- g) If an employee is sick/disabled, other forms of leave cannot be substituted for the employee's sick leave entitlement.

- h) If during the short term disability leave an employee is laid off or terminated other than for retirement, the employee will continue on short term disability leave until the earliest of:
 - a) the expiry of his short term disability coverage (17 weeks per incident); or
 - b) the end of the illness

If notice of layoff or termination is given prior to the commencement of the short term disability leave and the short term disability leave starts within two calendar months of the layoff/termination date, the leave stops on the layoff/termination date.

Benefit and Service Continuation

During the period of short term disability, life and health benefits continue at the levels in effect at the time of disability subject to proper and acceptable medical certification for absence. If employment is terminated during the short term disability leave, life and health benefits cease on the termination date.

Certification for Leave

- a) A medicate certificate is required under the short term plan:
 - i. for any sick leave of absence if overuse is suspected; and/or
 - ii. at the discretion of the Employer during the period of short term sick leave if the leave continues beyond three consecutive days;
 - iii. for continuation of paid sick leave beyond layoff or termination as outlined in (h) above
- b) Medical certificates, when required, should be provided upon return to work but in any event, not later than two (2) working days after the return to work.
- c) During the short term sick leave, straight time pay will be continued. However, if proper medical certification is not provided as required, the absence will be without pay and deducted from future earnings.

18.02 A Long Term Disability Plan will commence one hundred and nineteen (119) days after the first day of disability

18.03 To qualify for Sick Leave payments, a regular employee must:

- a) Ensure that his illness or injury is reported directly to Management as soon after normal starting time as possible;
- b) Be suffering from a bona fide illness which prevents his useful employment and is not being compensated under the Workplace Safety and Insurance Act;

- c) Submit written verification of his prognosis signed by a qualified Doctor of Medicine if requested;
- d) Submit to meeting with a Doctor of Medicine designated by Management upon request;
- e) Do everything possible to speed his recovery and return to work as soon as possible following recovery from illness or injury

In the event of a disagreement between the Company physician and the employees physician an independent medical examination will be performed by a third party physician. The Company will pay applicable costs involved.

ARTICLE 19-COMMUNICATION SYSTEM

- 19.01 Corporation agrees to maintain a communication system for service duty and will provide pagers for "On Call" personnel.

ARTICLE 20-SERVICE DUTY

- 20.01 Employees may be placed, as required outside of regular working hours, on service duty. The work of employees is generally but not necessarily always confined to that of maintaining service to customers.
- 20.02 Qualified employees who hold a valid Class D-Z driver's license shall be assigned in turn from a roster as required and two (2) employees will be on service duty at a time. The organization of the roster will be the responsibility of the Operations Superintendent.
- 20.03 An employee must be available to call for the period he is assigned on service duty. Should an employee on service duty not be available when called, another employee will be called in and paid at the overtime rate as per schedule of present agreement. A defaulting employee, for the first offense, will forfeit one day service duty pay. In case of any further default by an employee, the matter of penalty shall be assessed by the Corporation
- 20.04 The rate of pay for service duty shall be \$160.00 for a normal week from Thursday to Thursday. An employee required to be on service duty on a paid holiday shall receive as remuneration \$35.00 per stat holiday.
- 20.05 An employee required to report for work while on service duty shall be paid for their working time in accordance with conditions in Article 8.

ARTICLE 21-REMOVAL OF LETTER OF REPRIMAND OR SUSPENSION FROM AN EMPLOYEE'S FILE

21.01 A letter of reprimand or suspension will be removed from the record of an employee three years (3) following the receipt of such letter, or suspension, provided that the employee's record has been discipline free for a two year period and a request in writing to remove such letter or letters of reprimand or suspension is received by the Corporation from the employee. Letter of reprimand or suspension that are safety related are excluded and are not subject to this clause.

ARTICLE 22-PERIOD (of the contract)

22.01 3 year Collective Agreement from April 1, 2006 to March 31, 2009.

ARTICLE 23 - MID-TERM AGREEMENTS

23.01 Working conditions during the term of this Agreement shall be outlined in this Agreement and any Mid-Term Agreements. A Mid-Term is a modification of the Collective Agreement executed by the parties in the following format during the term of the Collective Agreement.

SAMPLE

Mid-Term Agreement

Title _____

Number _____

Date _____

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties:

Brant County Power Inc.

Union Representative

DATED AT PARIS, ONTARIO THIS Day of.

BRANT COUNTY POWER INC.

Chairman - B. Poland

Chief Executive Officer – D. Sleeth

POWER WORKERS' UNION
(CUPE LOCAL 1000)

Apprentice Journeyman-Lineman D. Deane

Union Steward
Journeyman-Lineman L. Folsetter

Mel Hyatt – Vice-President PWU

SCHEDULE 'A'

CLASSIFICATION AND HOURLY RATES

<u>CLASSIFICATION</u>	Current Rate/hour		April 1 2006	April 1 2007	April 1 2008
Sub Foreman/Leadhand	28.59	107%	30.02	31.52	33.10
Journeyman/Lineman	26.72	100%	28.06	29.46	30.93
4th year	25.38	95%	26.65	27.98	29.38
3rd year	24.05	90%	25.25	26.52	27.84
2nd year	21.38	80%	22.45	23.57	24.75
1st year	18.70	70%	19.64	20.62	21.65
Start Rate	16.03	60%	16.83	17.67	18.56
Journeyman Lineman/Layout	26.72		28.06	29.46	30.93
Journeyman/Electrician	26.72		28.06	29.46	30.93
Meter Tech/Leadhand	28.07	107%	29.47	30.95	32.49
Journeyman/MeterTech	26.23	100%	27.54	28.92	30.36
4th year	24.92	95%	26.17	27.47	28.85
3rd year	23.61	90%	24.79	26.03	27.33
2nd year	22.30	85%	23.42	24.59	25.82
1st year	18.36	70%	19.28	20.24	21.25
Start Rate	15.74	60%	16.53	17.35	18.22

Brant County Power Inc.
Loan to BCPSI Leadsheet
As at December 31, 2010

<u>Account</u>	<u>Description</u>	<u>2010</u>		<u>2009</u>	
1480	Loan to BCPSI	\$	545,012	\$	582,850
	Plug				
		<u>\$ 545,012</u>		<u>\$ 582,850</u>	
	Less current portion		(77,423)		(79,778)
	Balance per F/S	<u>\$ 467,589</u>		<u>\$ 503,072</u>	
	Fiber Loan	\$	95,921	9,509	\$ 86,412
	Water Softener loan		308,595	47,495	261,100
	Water heater loan		140,496	20,419	120,077
		<u>\$ 545,012</u>		<u>\$ 467,589</u>	
	Balance per F/S	\$	545,012	\$	467,589

**BCP Wires Loan to BCP Services
Water Heaters
Loan Date Dec 28 2005**

Payment Option	
1st monthly payment	
Loan amount	\$217,300.00
Annual percentage rate	5.0000% this rate was used for Jan & Feb 2007
Annual percentage rate	5.2500%
Annual percentage rate	7.0000% rate change as of Jan 1 2008
April 2008 percentage rate	6.2500%
May, June, July, Aug, Sep & Oct 2008 percentage rate	4.7500%
Nov 2008 percentage rate	5.0000%
Dec 2008 percentage rate	4.5000%
Jan, Feb 2009 percentage rate	3%
Mar, Apr 2009 percentage rate	2.5%
May 2009 thru May 2010 percentage rate	2.25%
June, July 2010 percentage rate	2.5%
Aug 2010 percentage rate	2.75%
Sept, Oct, Nov & Dec 2010 percentage rate	3%
Jan, Feb Mar 2011 percentage rate	3%
Term	120 months
Total payments	\$218,226.27
Total interest	\$34,721.19
Ending balance	\$0.00

Payment Schedule

Payment Dates	Payment	Principal	Interest	Ending Principal Amount
20-Jan-07	1 \$7,194.37	\$6,340.20	\$854.17	\$210,959.80
20-Feb-07	2 \$827.76	\$0.00	\$827.76	\$210,959.80
3-Mar-07	\$12,300.00	\$12,300.00		\$198,659.80
20-Mar-07	3 \$2,035.00	\$1,112.05	\$922.95	\$197,547.75
20-Apr-07	4 \$2,035.00	\$1,165.86	\$869.14	\$196,381.89
20-May-07	5 \$2,035.00	\$1,170.73	\$864.27	\$195,211.16
20-Jun-07	6 \$2,035.00	\$1,175.83	\$859.17	\$194,035.33
20-Jul-07	7 \$2,035.00	\$1,180.95	\$854.05	\$192,854.38
20-Aug-07	8 \$2,035.00	\$1,186.10	\$848.90	\$191,668.28
20-Sep-07	9 \$2,035.00	\$1,191.28	\$843.74	\$190,477.02
20-Oct-07	10 \$2,035.00	\$1,196.45	\$838.55	\$189,280.57
20-Nov-07	11 \$2,035.00	\$1,201.66	\$833.34	\$188,078.90
1-Dec-07	\$10,000.00	\$10,000.00		\$178,078.90
20-Dec-07	12 \$2,035.00	\$1,206.90	\$828.10	\$176,872.01
20-Jan-08	13 \$2,035.00	\$1,212.15	\$822.85	\$175,659.85
20-Feb-08	14 \$2,221.00	\$1,189.25	\$1,031.75	\$174,470.61
20-Mar-08	15 \$2,221.00	\$1,196.32	\$1,024.68	\$173,274.29
20-Apr-08	16 \$2,221.00	\$1,312.30	\$908.70	\$171,961.99
20-May-08	17 \$2,221.00	\$1,390.73	\$830.27	\$170,571.26
20-Jun-08	18 \$2,221.00	\$1,397.02	\$823.98	\$169,174.26
20-Jul-08	19 \$2,221.00	\$1,403.68	\$817.32	\$167,770.57
20-Aug-08	20 \$2,221.00	\$1,410.37	\$810.63	\$166,360.19
20-Sep-08	21 \$2,221.00	\$1,417.10	\$803.90	\$164,943.09
20-Oct-08	22 \$2,221.00	\$1,423.88	\$797.14	\$163,519.24
20-Nov-08	23 \$2,221.00	\$1,533.74	\$687.26	\$161,985.50
20-Dec-08	24 \$2,221.00	\$1,607.80	\$613.20	\$160,377.70
20-Jan-09	25 \$2,221.00	\$1,679.81	\$541.19	\$158,797.89
20-Feb-09	26 \$2,221.00	\$1,685.17	\$534.83	\$157,211.72
20-Mar-09	27 \$2,221.00	\$1,658.69	\$562.41	\$155,553.13
20-Apr-09	28 \$2,221.00	\$1,694.21	\$556.79	\$153,888.92
20-May-09	29 \$2,221.00	\$1,702.49	\$518.61	\$152,186.43
20-Jun-09	30 \$512.96	\$0.00	\$512.96	\$152,186.43
20-Jul-09	31 \$507.29	\$0.00	\$507.29	\$152,186.43
20-Aug-09	32 \$507.29	\$0.00	\$507.29	\$152,186.43
20-Sep-09	33 \$507.29	\$0.00	\$507.29	\$152,186.43
20-Oct-09	34 \$507.29	\$0.00	\$507.29	\$152,186.43
20-Nov-09	35 \$507.29	\$0.00	\$507.29	\$152,186.43
20-Dec-09	36 \$2,221.00	\$1,713.71	\$507.29	\$150,472.72
20-Jan-10	37 \$2,221.00	\$1,719.42	\$501.58	\$148,753.29
20-Feb-10	38 \$495.84	\$0.00	\$495.84	\$148,753.29
20-Mar-10	39 \$495.84	\$0.00	\$495.84	\$148,753.30
20-Apr-10	40 \$495.84	\$0.00	\$495.84	\$148,753.30
20-May-10	41 \$495.84	\$0.00	\$495.84	\$148,753.31
20-Jun-10	42 \$526.83	\$0.00	\$526.83	\$148,753.31
20-Jul-10	43 \$526.83	\$0.00	\$526.83	\$148,753.32
20-Aug-10	44 \$2,221.00	\$1,683.18	\$557.82	\$147,090.14
20-Sep-10	45 \$2,221.00	\$1,638.77	\$582.23	\$145,451.37
20-Oct-10	46 \$2,221.00	\$1,645.25	\$576.75	\$143,806.12
20-Nov-10	47 \$2,221.00	\$1,651.77	\$569.23	\$142,154.35
20-Dec-10	48 \$2,221.00	\$1,658.31	\$562.69	\$140,496.04
20-Jan-11	49 \$2,221.00	\$1,664.87	\$556.13	\$138,831.17
20-Feb-11	50 \$2,221.00	\$1,671.46	\$549.54	\$137,159.71
20-Mar-11	51 \$2,221.00	\$1,678.08	\$542.92	\$135,481.64
20-Apr-11	52 \$2,221.00	\$2,221.00		\$133,260.64
20-May-11	53 \$2,221.00	\$2,221.00		\$131,039.64
20-Jun-11	54 \$2,221.00	\$2,221.00		\$128,818.64
20-Jul-11	55 \$2,221.00	\$2,221.00		\$126,597.64
20-Aug-11	56 \$2,221.00	\$2,221.00		\$124,376.64
20-Sep-11	57 \$2,221.00	\$2,221.00		\$122,155.64
20-Oct-11	58 \$2,221.00	\$2,221.00		\$119,934.64
20-Nov-11	59 \$2,221.00	\$2,221.00		\$117,713.64
20-Dec-11	60 \$2,221.00	\$2,221.00		\$115,492.64

**BCP Wires Loan to BCP Services
Fiber Optics
Loan date Feb 19, 2007**

Payment Option	
1st monthly payment	\$2,468.00
Loan amount	\$100,000.00
Loan amount July 29, 2008	\$20,000.00 additional money borrowed for capital cos
Annual percentage rate	5.2500%
Annual percentage rate	7.0000% rate changed as of Jan 1 2008
April 2008 percentage rate	6.2500%
May, June, July, Aug, Sep & Oct 2008 percentage rate	4.750%
Nov 2008 percentage rate	4.000%
Dec 2008 percentage rate	3.5%
Jan, Feb 2009 percentage rate	3.0%
Mar, Apr 2009 percentage rate	2.5%
May 2009 thru May 2010 percentage rate	2.25%
June, July & 2010 percentage rate	2.5%
Aug 2010 percentage rate	2.75%
Sept, Oct, Nov & Dec 2010 percentage rate	3%
Jan, Feb, Mar 2011 percentage rate	3%
Term	120 months
Total payments	\$120,845.92
Total interest	\$0.00
Ending balance	\$0.00

Payment Schedule

Payment Dates	Payment	Principal	Interest	Ending Principal Amount
				\$100,000.00
20-Mar-07	1 \$1,075.00	\$637.50	\$437.50	\$99,362.50
20-Apr-07	2 \$1,075.00	\$640.29	\$434.71	\$98,722.21
20-May-07	3 \$1,075.00	\$643.09	\$431.91	\$98,079.12
20-Jun-07	4 \$1,075.00	\$645.90	\$429.10	\$97,433.22
20-Jul-07	5 \$1,075.00	\$648.73	\$426.27	\$96,784.49
20-Aug-07	6 \$1,075.00	\$651.57	\$423.43	\$96,132.92
20-Sep-07	7 \$1,075.00	\$654.42	\$420.58	\$95,478.50
20-Oct-07	8 \$1,075.00	\$657.28	\$417.72	\$94,821.22
20-Nov-07	9 \$1,075.00	\$660.16	\$414.84	\$94,161.06
20-Dec-07	10 \$1,075.00	\$663.05	\$411.95	\$93,498.02
20-Jan-08	11 \$1,075.00	\$665.95	\$409.05	\$92,832.07
20-Feb-08	12 \$1,155.00	\$613.48	\$541.52	\$92,218.59
20-Mar-08	13 \$1,155.00	\$617.06	\$537.94	\$91,601.53
20-Apr-08	14 \$1,155.00	\$677.91	\$477.09	\$90,923.62
20-May-08	15 \$1,155.00	\$719.32	\$435.68	\$90,204.30
20-Jun-08	16 \$1,155.00	\$722.77	\$432.23	\$89,481.53
20-Jul-08	17 \$1,155.00	\$726.23	\$428.77	\$88,755.29
20-Aug-08	18 \$1,155.00	\$729.71	\$425.29	\$108,025.58
20-Sep-08	19 \$1,155.00	\$637.38	\$517.62	\$107,388.20
20-Oct-08	20 \$1,155.00	\$640.43	\$514.57	\$106,747.77
20-Nov-08	21 \$1,155.00	\$710.22	\$444.78	\$106,037.55
20-Dec-08	22 \$1,155.00	\$757.36	\$397.64	\$105,280.19
20-Jan-09	23 \$1,155.00	\$738.27	\$416.73	\$104,541.93
20-Feb-09	24 \$1,155.00	\$741.19	\$413.81	\$103,800.74
20-Mar-09	25 \$1,155.00	\$787.37	\$367.63	\$103,013.37
20-Apr-09	26 \$1,155.00	\$790.16	\$364.84	\$102,223.21
20-May-09	27 \$1,155.00	\$814.26	\$340.74	\$101,408.95
20-Jun-09	28 \$338.03	\$0.00	\$338.03	\$101,408.95
20-Jul-09	29 \$338.03	\$0.00	\$338.03	\$101,408.95
20-Aug-09	30 \$338.03	\$0.00	\$338.03	\$101,408.95
20-Sep-09	31 \$338.03	\$0.00	\$338.03	\$101,408.95
20-Oct-09	32 \$338.03	\$0.00	\$338.03	\$101,408.95
20-Nov-09	33 \$338.03	\$0.00	\$338.03	\$101,408.95
20-Dec-09	34 \$1,155.00	\$816.97	\$338.03	\$100,691.98
20-Jan-10	35 \$1,155.00	\$819.69	\$335.31	\$99,772.29
20-Feb-10	36 \$332.57	\$0.00	\$332.57	\$99,772.29
20-Mar-10	37 \$332.57	\$0.00	\$332.57	\$99,772.29
20-Apr-10	38 \$332.57	\$0.00	\$332.57	\$99,772.30
20-May-10	39 \$332.57	\$0.00	\$332.57	\$99,772.30
20-Jun-10	40 \$353.36	\$0.00	\$353.36	\$99,772.30
20-Jul-10	41 \$353.36	\$0.00	\$353.36	\$99,772.30
20-Aug-10	42 \$1,155.00	\$780.85	\$374.15	\$98,991.45
20-Sep-10	43 \$1,155.00	\$763.16	\$391.84	\$98,228.29
20-Oct-10	44 \$1,155.00	\$766.18	\$388.82	\$97,462.11
20-Nov-10	45 \$1,155.00	\$789.21	\$385.79	\$96,692.90
20-Dec-10	46 \$1,155.00	\$772.28	\$382.74	\$95,920.64
20-Jan-11	47 \$1,155.00	\$776.31	\$379.69	\$95,145.32
20-Feb-11	48 \$1,155.00	\$778.38	\$376.62	\$94,366.94
20-Mar-11	49 \$1,155.00	\$781.48	\$373.54	\$93,585.46
20-Apr-11	50 \$1,155.00	\$1,155.00	\$0.00	\$92,430.46
20-May-11	51 \$1,155.00	\$1,155.00	\$0.00	\$91,275.46
20-Jun-11	52 \$1,155.00	\$1,155.00	\$0.00	\$90,120.46
20-Jul-11	53 \$1,155.00	\$1,155.00	\$0.00	\$88,965.46
20-Aug-11	54 \$1,155.00	\$1,155.00	\$0.00	\$87,810.46
20-Sep-11	55 \$1,155.00	\$1,155.00	\$0.00	\$86,655.46
20-Oct-11	56 \$1,155.00	\$1,155.00	\$0.00	\$85,500.46
20-Nov-11	57 \$1,155.00	\$1,155.00	\$0.00	\$84,345.46
20-Dec-11	58 \$1,155.00	\$1,155.00	\$0.00	\$83,190.46

**BCP Wires Loan to BCP Services
Water Softeners
Loan Date December 2005**

Payment Option	
1st monthly payment	\$4,000.00
Loan amount	\$450,000.00
Loan Amount Dec 27, 2006	\$32,700.00 additional money borrowed for operating expenses
Annual percentage rate	4.1250%
Annual percentage rate	7.0000% rate changed as of Jan 1 2008
April 2008 percentage rate 5.2500%	6.2500%
May, June, July, Aug, Sep & Oct 2008 percentage rate 4.750%	5.7500%
Nov 2008 percentage rate 4.000%	5.0000%
Dec 2008 percentage rate 3.5%	4.5000%
Jan, Feb 2009 percentage rate 3%	4.7500% prime plus 1.75%
Mar, Apr 2009 percentage rate 2.5%	4.2500% prime plus 1.75%
May 2009 thru May 2010 percentage rate 2.25%	4.0000% prime plus 1.75%
June, July 2010 percentage rate 2.5 %	4.2500% prime plus 1.75%
Aug 2010 percentage rate 2.75%	4.5000% prime plus 1.75%
Sept, Oct, Nov & Dec 2010 percentage rate 3%	4.7500% prime plus 1.75%
Jan, Feb Mar 2011 percentage rate 3%	4.7500% prime plus 1.75%
Term	120 months
Total payments	\$491,978.22
Total Interest	\$86,097.20
Ending balance	\$0.00

Payment Schedule

Payment Dates	Payment	Principal	Interest	Ending Principal Amount
				\$450,000.00
Jan & Feb 2006 interest			\$2,873.80	
15-Mar-06	1 \$44,525.65	\$40,000.00	\$4,525.65	\$410,000.00
30-Mar-06	2 \$10,694.95	\$10,000.00	\$694.95	\$400,000.00
20-May-06	3 \$1,375.00	\$0.00	\$1,375.00	\$400,000.00
20-Jun-06	4 \$1,375.00	\$0.00	\$1,375.00	\$400,000.00
20-Jul-06	5 \$4,000.00	\$2,625.00	\$1,375.00	\$397,375.00
20-Aug-06	6 \$4,000.00	\$2,634.02	\$1,365.98	\$394,740.98
20-Sep-06	7 \$4,000.00	\$2,643.08	\$1,366.92	\$392,097.90
20-Oct-06	8 \$1,347.84	\$0.00	\$1,347.84	\$392,097.90
20-Nov-06	9 \$1,347.84	\$0.00	\$1,347.84	\$392,097.90
20-Dec-06	10 \$1,347.84	\$0.00	\$1,347.84	\$392,097.90
20-Jan-07	11 \$4,000.00	\$2,652.16	\$1,347.84	\$389,445.74
20-Feb-07	12 \$4,000.00	\$2,661.28	\$1,338.72	\$386,784.45
20-Mar-07	13 \$4,000.00	\$2,670.43	\$1,329.57	\$416,814.03
20-Apr-07	14 \$4,000.00	\$2,567.20	\$1,432.80	\$414,246.82
20-May-07	15 \$4,000.00	\$2,576.03	\$1,423.97	\$411,670.80
20-Jun-07	16 \$4,000.00	\$2,584.88	\$1,415.12	\$409,085.92
20-Jul-07	17 \$4,000.00	\$2,593.77	\$1,406.23	\$406,492.15
20-Aug-07	18 \$4,000.00	\$2,602.68	\$1,397.32	\$403,889.47
20-Sep-07	19 \$4,000.00	\$2,611.63	\$1,388.37	\$401,277.84
20-Oct-07	20 \$4,000.00	\$2,620.61	\$1,379.39	\$398,657.23
20-Nov-07	21 \$4,000.00	\$2,629.62	\$1,370.38	\$396,027.61
20-Dec-07	22 \$4,000.00	\$2,638.66	\$1,361.34	\$393,388.96
20-Jan-08	23 \$4,000.00	\$2,647.73	\$1,352.27	\$390,741.23
20-Feb-08	24 \$5,094.00	\$2,814.68	\$2,279.32	\$387,926.56
20-Mar-08	25 \$5,094.00	\$2,831.10	\$2,262.90	\$385,095.46
20-Apr-08	26 \$5,094.00	\$3,088.29	\$2,005.71	\$382,007.17
20-May-08	27 \$5,094.00	\$3,263.55	\$1,830.45	\$378,743.62
20-Jun-08	28 \$5,094.00	\$3,279.19	\$1,814.81	\$375,464.43
20-Jul-08	29 \$5,094.00	\$3,294.90	\$1,799.10	\$372,169.53
20-Aug-08	30 \$5,094.00	\$3,310.69	\$1,783.31	\$368,858.84
20-Sep-08	31 \$5,094.00	\$3,326.55	\$1,767.45	\$365,532.29

Payment Dates	Payment	Principal	Interest	Ending Principal Amount
20-Oct-08	32 \$5,094.00	\$3,342.49	\$1,751.51	\$362,189.80
20-Nov-08	33 \$5,094.00	\$3,584.88	\$1,509.12	\$358,604.93
20-Dec-08	34 \$5,094.00	\$3,749.23	\$1,344.77	\$354,855.69
20-Jan-09	35 \$5,094.00	\$3,689.36	\$1,404.64	\$351,166.33
20-Feb-09	36 \$5,094.00	\$3,703.97	\$1,390.03	\$347,462.36
20-Mar-09	37 \$5,094.00	\$3,863.40	\$1,230.60	\$343,598.96
20-Apr-09	38 \$5,094.00	\$3,877.09	\$1,216.91	\$339,721.87
20-May-09	39 \$5,094.00	\$3,961.59	\$1,132.41	\$335,760.28
20-Jun-09	40 \$1,119.20	\$0.00	\$1,119.20	\$335,760.28
20-Jul-09	41 \$1,119.20	\$0.00	\$1,119.20	\$335,760.28
20-Aug-09	42 \$1,119.20	\$0.00	\$1,119.20	\$335,760.28
20-Sep-09	43 \$1,119.20	\$0.00	\$1,119.20	\$335,760.28
20-Oct-09	44 \$1,119.20	\$0.00	\$1,119.20	\$335,760.28
20-Nov-09	45 \$1,119.20	\$0.00	\$1,119.20	\$335,760.28
20-Dec-09	46 \$5,094.00	\$3,974.80	\$1,119.20	\$331,785.48
20-Jan-10	47 \$5,094.00	\$3,988.05	\$1,105.95	\$327,797.43
20-Feb-10	48 \$1,092.66	\$0.00	\$1,092.66	\$327,797.43
20-Mar-10	49 \$1,092.66	\$0.00	\$1,092.66	\$327,797.43
20-Apr-10	50 \$1,092.66	\$0.00	\$1,092.66	\$327,797.43
20-May-10	51 \$1,092.66	\$0.00	\$1,092.66	\$327,797.43
20-Jun-10	52 \$1,160.95	\$0.00	\$1,160.95	\$327,797.43
20-Jul-10	53 \$1,160.95	\$0.00	\$1,160.95	\$327,797.43
20-Aug-10	54 \$5,094.00	\$3,864.76	\$1,229.24	\$323,932.67
20-Sep-10	55 \$5,094.00	\$3,811.77	\$1,282.23	\$320,120.91
20-Oct-10	56 \$5,094.00	\$3,826.85	\$1,267.15	\$316,294.05
20-Nov-10	57 \$5,094.00	\$3,842.00	\$1,252.00	\$312,452.05
20-Dec-10	58 \$5,094.00	\$3,857.21	\$1,236.79	\$308,594.84
20-Jan-11	59 \$5,094.00	\$3,872.48	\$1,221.52	\$304,722.36
20-Feb-11	60 \$5,094.00	\$3,887.81	\$1,206.19	\$300,834.55
20-Mar-11	61 \$5,094.00	\$3,903.20	\$1,190.80	\$296,931.36
20-Apr-11	62 \$5,094.00	\$5,094.00		\$291,837.36
20-May-11	63 \$5,094.00	\$5,094.00		\$286,743.36
20-Jun-11	64 \$5,094.00	\$5,094.00		\$281,649.36
20-Jul-11	65 \$5,094.00	\$5,094.00		\$276,555.36
20-Aug-11	66 \$5,094.00	\$5,094.00		\$271,461.36
20-Sep-11	67 \$5,094.00	\$5,094.00		\$266,367.36
20-Oct-11	68 \$5,094.00	\$5,094.00		\$261,273.36
20-Nov-11	69 \$5,094.00	\$5,094.00		\$256,179.36
20-Dec-11	70 \$5,094.00	\$5,094.00		\$251,085.36

Brant County Power Inc. Resolutions		Brant County Power Services Inc. Resolutions	
Oct 12/05	Brant County Power Inc. will loan Brant County Power Services Inc. approximately \$400,000 over a 10 year repayment term at a competitive interest rate in order for Brant County Power Services Inc. to start up a Water Softener Rental Business	Oct 12/05	Brant County Power Services Inc. will enter into a Partnering Agreement with Culligan including the purchase of 400 existing accounts subject to review by our solicitors. In order to proceed with this purchase Brant County Power Services Inc. will request a loan from Brant County Power Inc.
Dec 14/05	Brant County Power Inc. loan Brant County Power Services Inc. \$450,000 to purchase Water Softener Accounts from Culligan at an interest rate of 4.125% per annum.		
Nov 15, 2006	THAT Brant County Power Inc. loan Brant County Power Services Inc. \$80,000 over a 10 year repayment term at a competitive interest rate subject to a loan service agreement in order for Brant County Power Services Inc. to start up a Fiber Optic Business		
Dec 13, 2006	THAT Brant County Power Inc. loan an additional \$250,000 to Brant County Power Services for a maximum of 90 days at an interest rate TBD by the Chief Financial Officer "subject to Shareholder approval"		
Feb 14/07	THAT BCPI loan BCPSI \$100,000	Feb 14/07	THAT BCPSI request a \$100,000 loan from BCPI in order to pay outstanding fiber optics business invoices
	To date Brant County Power Inc. has loaned \$800,000 to Brant County Power Services. Discussion took place regarding the need for Brant County Power Inc. to receive strategic planning information from Brant County Power Services Inc.		
Sept 12/07	THAT the three existing loans between BCPI and BCPSI be called and renegotiated incorporating the following terms; Prime +2% with 5 year repayment terms. These loans will be subject to the availability of a Strategic Plan from BCPSI.		
Oct 10/07	THAT BCPSI will request a loan of approx \$750,000 from their Shareholder the County of Brant at a competitive interest rate and that BCPI will guarantee said loan		
Feb 6/08	BE IT RESOLVED THAT Brant County Power Inc. loan \$123,000 to Brant County Power Services Inc. at an interest rate of prime +1%, only after all other loan options have been exhausted. If this loan is granted, \$50,000 will be paid back by mid-year 2008	Jan 17/08	THAT Brant County Power Services Inc. (BCPSI) supply Brant County Power Inc. Finance and Audit Committee with a copy of the 5 Year Budget and Strategic Plan THAT Brant County Power Services Inc. (BCPSI) request a \$123,000 loan from Brant County Power Inc. at an interest rate of prime +1% THAT the outstanding loans between Brant County Power Inc. and BCPSI be renegotiated at an interest rate of prime +1%
	BE IT RESOLVED THAT the outstanding loans between Brant County Power Inc. and BCPSI be renegotiated as a demand note at an interest rate of prime +1%		
March 12/08	BE IT RESOLVED THAT management be instructed to obtain legal advice from Borden Ladner and Gervais regarding the issuance of bonds or debentures for the Services Company loans presently being held by Brant County Power	July 16/09	BE IT RESOLVED THAT effective June 2009 for a period of six months, Brant County Power Services Inc. will pay interest only on the loan payable to Brant County Power Inc.
Feb 10/10	Brant County Power Inc. will suspend principle payments on the Brant County Power Services Inc. loan for a duration of six months effective February 10, 2010 to facilitate the preparation of a County of Brant Fiber Optic Feasibility Study		
June 9/10	BCPSI interest and principle loan payments will restart effective August 2010		