

Terms and Conditions for Design and Construction Account Holders

The following terms and conditions (the “Terms”) apply to BC Hydro payment account holders (the “Account Holder”) for design and construction work (the “Work”). Please read the Terms carefully as the Account Holder must agree to the terms for BC Hydro to be able to complete the Work.

- A. The Account Holder agrees to the following authorization terms in relation to the request made by the Account Holder for the Work
 - 1. **Authorization to act on behalf of the property owner:** The Account Holder warrants and represents that they have obtained all necessary permissions and authorizations from the property owner to act on their behalf in relation to the Work.
 - 2. **Documentation of authority:** If requested, the Account Holder will provide documentation to demonstrate that the Account Holder's is able to act on behalf of the property owner where the Work will take place.
 - 3. **Indemnification for lack of authority:** The Account Holder further agrees to indemnify and hold BC Hydro harmless from any claims, damages, or liabilities arising from or related to the Account Holder's lack of authority to act on behalf of the property owner."
- B. The Account Holder agrees to the following communication terms in relation to the completion of the Work:
 - 1. **Consent to email communication:** By initiating the Work with BC Hydro, the Account Holder consents to receive communications from BC Hydro via email regarding the processing and status of the Work.
 - 2. **Primary communication channel:** All communications pertaining to the Work shall be conducted through the email address provided by the Account Holder. It is the Account Holder's responsibility to ensure that the email address provided is accurate and up to date.
 - 3. **Request for additional information:** If additional information is required to complete the Work, BC Hydro shall contact you via the email address provided. You agree to promptly provide any such additional information as requested.
 - 4. **Response time:** BC Hydro shall endeavor to respond to the Account Holder's communications within two business days from the date received. However, BC Hydro does not guarantee any specific response time.
 - 5. **Provision of necessary contacts:** The Account Holder agrees to provide all necessary contact information of persons required to complete the Work. Failure to provide such information may result in delays or the inability to complete the Work.
 - 6. **Consent to contact other persons:** By providing contact information of other persons for the purpose of completing the Work, the Account Holder consents to BC Hydro contacting such persons as necessary to complete the Work. The Account Holder confirms that consent has been obtained from such persons to be contacted by BC Hydro.
 - 7. **Limitation of liability:** BC Hydro shall not be liable for any delays or failures in communication resulting from issues beyond BC Hydro's control, including but not limited to technical failures, incorrect email addresses, or issues with the Account Holder's email service provider.
- C. The Account Holder agrees to the following cost and payment terms in relation to the BC Hydro design and construction payment account (the “Account”) and the Work:
 - 1. **Determination of cost estimate:** BC Hydro will determine the design and construction costs to complete the work, plus applicable taxes (the “Cost Estimate”)
 - (i) The Cost Estimate will typically include the design and construction costs for BC Hydro to add and/or take-over infrastructure such as power lines, poles, and transformers, civil, or increase the capacity of the BC Hydro system to receive an electrical service or complete the Work.
 - (ii) The Cost Estimate will include costs deemed necessary by the local or regulatory authorities for BC Hydro to complete the Work unless explicitly noted on construction drawings provided by BC Hydro with the Cost Estimate.
 - (iii) BC Hydro may in its sole discretion modify the amount of the Cost Estimate.

- (iv) The Cost Estimate will be subject to review by BC Hydro if the Work does not commence within nine (9) months after the date of the Cost Estimate Invoice due to project delays, or the scope of your project or the Work changes in any form. This includes situations where the conditions at the Project Site dictate that a redesign is necessary during construction.
 - (v) Financial assistance on the Work may be available through the Uneconomical Extension Assistance (UEA) fund. Refer to the [Extension Fee Assistance for homes and farms guide](#) for conditions and eligibility.
2. **Payment of cost estimate:** Excluding pre-authorized Account Holders such as certain municipalities, government ministries, crown corporations, school districts, utilities, First Nations and strategic program customers, the Account Holder agrees to pay the full Cost Estimate to BC Hydro before any Work related to construction begins. By making payment, the Account Holder agrees to these Terms.
 3. **Determination of deposit:** BC Hydro will determine the deposit amount (the “Deposit”) that the Account Holder is to pay for BC Hydro to prepare the Cost Estimate. Refer to [Costs for design connection projects](#) for typical Deposit amounts.
 - (i) The Account Holder agrees to pay the Deposit Invoice to BC Hydro before any Work related to design begins.
 - (ii) The Deposit is non-refundable.
 - (iii) BC Hydro has no obligation to invest the Deposit and any interest earned on the Deposit monies belong to BC Hydro.
 - (iv) BC Hydro may in its sole discretion can modify the amount of the Deposit.
 4. **Issuance of invoices:** BC Hydro reserves the right to issue interim and final invoices (collectively, the “Invoices”) for any amounts that it has determined in its sole discretion exceed the Cost Estimate or Deposit, whichever the case may be. The Invoice reflects the Cost Estimate based on [BC Hydro's extension policy](#) as of the date of the Invoice. The Account Holder is responsible for any interim and final payments due and owing on any Invoices provided by BC Hydro in relation to any and all Work.
 - (i) The Account Holder agrees to pay each Invoice within ninety (90) days of receipt. Any payment of interim Invoices applies towards the Invoices issued to the Account Holder.
 - (ii) If Account Holder disputes an Invoice or portion of an Invoice, the Account Holder will provide notice to the BC Hydro design representative that has been assigned to the Work (the “Design Representative”) of the dispute and will pay all undisputed portions of the Invoice within ninety (90) days of receipt thereof.
 - (iii) The Deposit payment applies towards the Invoices issued to the Account Holder.
 5. **Costs for privately-owned infrastructure:** The Account Holder is responsible for payment of any costs for the Account Holder's contractor(s) to perform construction of any privately-owned infrastructure (e.g. privately owned poles, duct, conduit, and fittings) and related consulting fees, vegetation removal, support poles during excavation in proximity to BC Hydro infrastructure, permitting fees, costs, or other expenses.
 6. **Eligibility for refund:** If the Work included the extension of BC Hydro infrastructure to connect one or more new customers, or increase the capacity of the electrical distribution system, the Account Holder may be eligible for to apply for refund if new customers connect to the extension within five years, subject to conditions. Refer to the [Extension Fee Refunds Guide](#) for more information on refund eligibility and how to apply for an extension fee refund.
 - (i) The Account Holder is not eligible for refund due to changes in [BC Hydro's extension policy](#).
 7. **Guarantees:** BC Hydro may require that the Account Holder provide a guarantee to assure that its service's average maximum demand will be sufficient to cover BC Hydro's contribution toward the extension fee and/or to assure BC Hydro's investment in any upstream system improvements made to connect the service. When applicable, the Design Representative will provide written confirmation of the required guarantee amount and further details on how to process the guarantee. Refer to the [Guarantee guide](#) for more information.
 8. **Issuance of refunds:** If BC Hydro determines that the Account Holder is eligible for a refund, any such refund will be issued to the Account Holder, without interest.
 9. **Additional service connection costs:** The Account Holder acknowledges that the Cost Estimate and Invoices do not include the additional service connection and costs:

- (i) Invoices may or may not include the cost of connecting services. The BC Hydro Design Representative advise in writing any connection fee that the Cost Estimate includes. Connection fees will apply to the applicant of the individual connections at the time of request for connection.
 - (ii) Service connections requirements will be determined at the time BC Hydro receives the connection request.
10. **Other utility costs:** The Account Holder acknowledges that the Invoices from BC Hydro do not include other utility costs, including TELUS:
- (i) The Account Holder acknowledges that there may be additional charges from other utilities (e.g., telecommunications or gas) for their services in order for BC Hydro to complete the Work. The Account Holder is responsible for engaging those utilities separately and payment for their designs, costs, and construction scheduling. Each utility is responsible for managing its own designs and processes independently, without reliance on BC Hydro.
 - (ii) The Account Holder acknowledges that there may be additional costs from TELUS if the project involves installing, relocating, replacing, or removing poles that BC Hydro and TELUS jointly own. Please contact TELUS at engineering.BC@telus.com with any questions related to the TELUS costs and payment methods.
- D. The Account Holder understands and accepts the following terms regarding the procurement of material and scheduling related to construction of the Work:
1. **Commencement of procurement and construction scheduling:** The Account Holder understands that they must complete all prerequisite conditions determined by BC Hydro, including but not limited to payment of the Cost Estimate, prior to BC Hydro commencing the process of procurement of material and scheduling of construction.
 - (i) The Design Representative will provide the Account Holder with a list of prerequisite conditions and the typical construction timelines for the BC Hydro construction.
 - (ii) Delays by the Account Holder in completing all prerequisite conditions will result in delays.
 2. **Notice of construction schedule:** The Account Holder is responsible for providing written notice of their construction schedule to the Design Representative.
 - (i) BC Hydro is not liable for any impacts or delays to your project or the Work resulting from changes made to the Account Holder's construction schedule.
 3. **Alignment with scheduled work by BC Hydro:** The Account Holder is responsible modifying their construction schedule to align with BC Hydro's estimated schedule and timeline for construction activities related to the Work.
 - (i) The Account Holder acknowledges that BC Hydro's estimated schedule and timeline of construction activities is subject to change at any time without notice due to other safety and reliability priorities on the electrical system, and BC Hydro is not liable for any loss associated with such delays.
 4. **Authority to reject service connection requests:** BC Hydro installation crews have the authority to reject a customer request for service connection if there is a discrepancy between the information and drawings accepted by BC Hydroelectrical service agreement and the service equipment installed.
 5. **Determination and acquisition of permits and permissions to construct:** BC Hydro will determine and acquire all necessary permits and permissions to comply with local, provincial, and federal regulations to construct the Works. The Account Holder acknowledges that there may be additional delays to obtain these permits and permissions and the delays may occur after receipt of payment of the Cost Estimate or any Invoices.
 - (i) BC Hydro will schedule construction after obtaining all necessary permits and permissions.
 - (ii) If events occur during construction that warrant the need to acquire any permits or permissions (e.g., an archaeological find, discovery of unexpected or undisclosed condition, or change in regulations), the Account Holder acknowledges that there will be further delays and additional costs.
- E. The Account holder agrees to the following terms in relation to the construction of civil components (e.g., duct, trenches, chambers) within the scope of the Work:
1. **Acknowledgment of distribution underground system components:** The Account Holder acknowledges that BC Hydro's distribution underground system includes both electrical and civil components (the "Civil Work").

2. **Hiring of registered civil contractor:** The Account Holder must hire civil contractor(s) registered with BC Hydro for the Civil Work.
 - (i) The Account Holder is solely responsible for the performance of any civil contractor(s) in relation to the Work, including but not limited to completing the Work in a safe and lawful manner.
 3. **Determination of civil work eligibility:** BC Hydro will determine any portion of the Civil Work that is eligible by the Account Holder's civil contractor(s) to construct.
 - (i) Eligible portions of Civil Work that the Account Holder will construct (the "Customer Civil Work") will be identified on construction drawings provided by BC Hydro.
 - (ii) The Account Holder is responsible to review the [Customer civil construction guide](#) for detailed information and the Account Holder's responsibilities for Customer Civil Work.
 4. **Responsibility for permitting and related cost for Customer Civil Work:** The Account Holder is responsible for acquiring all permitting and related costs related to Customer Civil Work.
 5. **Alteration of existing BC Hydro civil infrastructure:** The Account Holder understand that only BC Hydro's authorized civil contractors can alter any existing BC Hydro civil infrastructure.
 6. **Inspection and acceptance of civil work:** BC Hydro must inspect and accept all Civil Work constructed by the Account Holder prior to BC Hydro ownership or use.
 - (i) Before commencing any civil construction, the Account Holder must refer to the [Civil pre-job meeting and inspection guide](#) for direction on how to obtain civil construction drawings, BC Hydro supplied material and have BC Hydro accept the installation.
 7. **Ownership of civil work on private property:** The registered owner of the property (the "Privately-Owned Civil Work") will own all Civil Work constructed on private property.
 - (i) BC Hydro is not responsible for the costs related to use, maintenance, or repairs of Privately-Owned Civil Work.
 - (ii) The property owner is responsible to coordinate with BC Hydro to alter privately-owned civil infrastructure that contains BC Hydro owned electrical infrastructure, cables, or equipment.
 - (iii) BC Hydro may choose to perform activities on Civil Work installed on private property, through a mutual agreement between BC Hydro and the property owner, or as authorized under the Hydro and Power Authority Act.
- F. The Account holder agrees to the to the following terms in relation supply and delivery of material provided by BC Hydro:
1. **Damage of material after pickup or delivery:** BC Hydro is not responsible for any breakage or losses of material supplied by BC Hydro after the pickup or delivery.
 2. **Trucking and transportation costs:** The Account Holder is responsible for all trucking and transportation costs related to the material provided by BC Hydro
 - (i) **Civil:** Where the Project Site is within the Lower Mainland, BC Hydro will make available for pickup any BC Hydro supplied material for civil construction at the BC Hydro Pole/Steelyard located at 12510 88th Avenue, Surrey, BC. Where the Project Site is outside the Lower Mainland, BC Hydro will deliver any BC Hydro supplied material for civil construction to the Project Site.
 - (ii) **Metering:** Where the Project Site is within the Lower Mainland, BC Hydro will make available for pickup any BC Hydro supplied material for metering at the BC Hydro Meter Shop located at 12330A 88th Avenue, Surrey, BC. Where the Project Site is outside the Lower Mainland, BC Hydro will deliver any BC Hydro supplied material for metering to a BC Hydro facility. The Design Representative will provide more information on the arrangements for material supply as required.
 - (iii) **Other:** Other BC Hydro-supplied material for construction will be available for pickup at a BC Hydro facility. The Design Representative will provide more information on the arrangements for material supply as required.
 3. **Use of material provided by BC Hydro:** The Account Holder agrees they will not use material provided by BC Hydro for other utilities or construction unrelated to the Work.

G. The Account Holder agrees to the following terms related to revenue metering equipment:

1. **Responsibility for metering communication and electrical equipment:** The Account Holder is responsible for supplying and installing the conduit for meter communication and all other required electrical equipment in accordance with the [Revenue Metering Requirements section of the Distribution Technical Standards and Guides](#), as may be amended from time to time. Refer to the [Metering Inspection and Declaration Form](#) for more information on metering guidelines and requirements.
2. **Ownership of revenue metering equipment:** BC Hydro will supply, connect, own, and maintain BC Hydro meters and metering equipment, and the Account Holder agrees it will not alter such meters and metering equipment without BC Hydro's consent.

H. The Account Holder agrees to the following access terms in related the Work and Project Site:

1. **Provision of access:** The Account Holder agrees to provide BC Hydro with ongoing and unobstructed access to the service and revenue metering equipment at the Project Site to safely isolate the service in an emergency.
Connection and equipment location: BC Hydro must accept the location of service equipment and point of connection locations.
2. **Registration of statutory rights-of-way:** When deemed necessary by BC Hydro as a requirement of the Work, BC Hydro will register statutory rights-of-way on the land titles of private property.
 - (i) BC Hydro will prepare the statutory rights-of-way agreement and register the agreement at the BC Land Title and Survey Authority (LTSA).
 - (ii) BC Hydro will determine and include the cost of the preparation and registration of the statutory rights-of-way within the Cost Estimate.
 - (iii) BC Hydro will not reimburse any costs or fees incurred by the Account Holder in relation the statutory right-of-way included within the Cost Estimate or incurred at the sole discretion of the Account Holder (e.g., legal consultation and fees). The Design Representative will guide you through the process of preparing the statutory rights-of-way agreement and registering the agreement at the BC Land Title and Survey Authority (LTSA). Refer to the [Statutory Rights of Way Guide](#) for more information.
3. **Vegetation clearing and access:** The Account Holder is responsible for the removal and/or trimming of trees and vegetation on both public and private property to provide adequate clearance for construction unless explicitly stated otherwise by BC Hydro in writing.
 - (i) The Account Holder's contractor will be responsible for obtaining all related permits and approvals from the appropriate authority, and to ensure that the area of the installation on private property remains free of trees and other obstacles for safe access to facilities.
4. **Local permitting and approval process:** BC Hydro is not responsible for obtaining local, municipal, provincial, or federal approvals to proceed with construction. It is the responsibility of the land developer, property owner and/or Account Holder, as applicable, to understand and adhere to local bylaws and development permitting processes.

I. The Account Holder agrees to the following terms in relation to working safely and responsibly during construction:

1. **Working near and developing adjacent to power lines:** The Account Holder is responsible to ensure that the Account Holder and its contractors work safely around powerlines. Refer to [Working near power lines](#) for more information. The Account Holder is also responsible for ensuring that the project adheres to utility clearance requirements when in proximity to BC Hydro's existing high voltage overhead distribution lines and transformers. Refer to [BC Hydro's guide to utility clearance requirements](#) for additional information.
2. **Excavating near BC Hydro structures:** If the Account Holder's contractor must excavate in the vicinity of BC Hydro distribution poles or other assets to accommodate the proposed new works, the Account Holder agrees to coordinate with a BC Hydro approved contractor to support the pole during construction in accordance with BC Hydro's requirements to ensure public and worker safety. For more information, see [Digging near power poles](#).
3. **Environmental and Archaeological Sensitivities:** BC Hydro's design may not protect site specific environmental or archaeological sensitivities and requirements. The Account Holder is solely responsible for determining whether there are any other site-specific environmental or archaeological sensitivities and requirements and implement and build the designed infrastructure in an environmentally safe and lawful manner.

- (i) If during construction (including, but not limited to archaeological monitoring or field work stop procedure) they identify an archaeological site, the Account Holder must contact the Archaeology Branch and adhere to any guidance under the Heritage Conservation Act. Refer to <https://www2.gov.bc.ca/gov/content/industry/natural-resource-use/archaeology> for more information.
 - (ii) If environmental or archaeological sensitivities have been identified, the property owners and developers with contractors that will be installing infrastructure for BC Hydro ownership are responsible for permitting and related costs.
- J. The Account Holder understands and accepts BC Hydro's information sharing and privacy policies:
1. **Collection and Disclosure of Personal Information:** BC Hydro collects personal information for the purpose of fulfilling the Account Holder's electrical connection request and processing payment for the Work. BC Hydro may need to disclose the Account Holder's information to the developer, your electrical contractors, general contractor, and project managers. If required, BC Hydro may also share the Account Holder's details with the local municipal government, Technical Safety BC, and other utilities to coordinate service. If the Account Holder is acting as an agent on behalf of a customer, the Account Holder warrants that it has their permission to provide their personal information. BC Hydro collects this information under the authority of section 26(c) of the Freedom of Information and Protection of Privacy Act.
 2. **Use of engineered drawings provided to BC Hydro:** BC Hydro may copy, in whole or in part, the engineered drawings provided by the Account Holder to BC Hydro as part of the design process into BC Hydro design and construction drawings for the project's service connection. By submitting the drawings, the Account Holder acknowledges this use by BC Hydro and, on behalf of the Account Holder and its contractors, the Account Holder consents to BC Hydro copying the drawings, in whole or in part, for this purpose.
 3. **Sharing of information with the local authority:** BC Hydro may share any drawings created for the purposes of extending BC Hydro infrastructure to provide electrical services with the local municipality or authority for planning purposes.
 4. **Sharing of information with TELUS:** BC Hydro will share the project details and the Account Holder's contact information with TELUS.
 5. **Customer service improvement survey:** BC Hydro is looking for ways to improve service to our customers. The Account Holder will receive emailed survey once this project is complete. We hope that you can provide us your feedback about the service you received during the design process with BC Hydro.
 - (i) The Account Holder is under no obligation to complete the survey as part of completion of the Work.
 - (ii) BC Hydro will not share with outside parties any information collected in the survey for business purposes.
 - (iii) If you have any questions about the survey, or about how BC Hydro will manage your answers, please contact our program department at CPO@bchydro.com.
- K. The Account Holder understands and accepts the following general terms:
1. **Indemnity:** The Account Holder shall indemnify, save harmless and assume the defence of, BC Hydro, its directors, officers, employees, consultants and agents, including the Design Representative (each, an "Indemnified Party" and, together, the "Indemnified Parties") from and against any and all third party claims, including claim costs, at any time suffered or incurred by, or brought or made against, the Indemnified Parties, or any one of them, relating to or arising out of the errors, omissions or negligent acts, willful misconduct, or fraudulent or criminal acts, or breach of the Terms, of or by the Account Holder, the Account Holder's affiliates or any contractors, or those for whom such persons may in law be responsible, except for the portion of any claim arising from the negligence or willful misconduct of an Indemnified Party. Neither party is liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages of any nature whatsoever, or for any loss of revenues or profits.
 2. **Modification of terms:** BC Hydro reserves the right to modify the Terms at any time without notice.
 3. **Right to restrict work:** BC Hydro reserves the right to restrict or halt any portion of the Work (including, but not limited to designing, installing, energizing, or taking ownership of equipment) if any term or condition is not met to the satisfaction of BC Hydro.