

YUKON ENERGY CORPORATION

AND

THE YUKON ELECTRICAL COMPANY LIMITED

TERMS AND CONDITIONS

OF

SERVICE

Effective: 2011-07-01
Supercedes: 2005-10-06

Board Decision: 2011-05

TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	INTERPRETATION	2
	2.1 Definitions	2
	2.2 Conflicts	5
	2.3 Headings.....	5
	2.4 Schedules and Appendices	5
3.	GENERAL PROVISIONS	6
	3.1 Board Approval	6
	3.2 Terms and Conditions Prevail.....	6
	3.3 Ownership of Facilities.....	6
	3.4 Use of Energy	6
	3.5 Customer Extensions.....	7
	3.6 Customer Generation.....	7
	3.7 Frequency and Voltage Levels	7
	3.8 Fees and Other Charges	7
4.	APPLICATION FOR AND CONDITIONS OF SERVICE.....	8
	4.1 General Requirements.....	8
	4.2 Conditions of Service.....	8
	4.3 Connection Fee	8
	4.4 Application of Rate Schedules	8
	4.5 Extensions to Electric Heat Customers.....	9
	4.6 Security Deposit.....	9
	4.7 Delay in Taking Service - Other than Subdivision.....	10
	4.8 Extension of Service	10
	4.9 Underground Subdivision Extensions	11
	4.10 Conversion from Overhead to Underground Service.....	11
	4.11 Temporary Service	11
	4.12 Mobile Homes.....	12
	4.13 Multiple Dwellings	12
	4.14 Relocation of Company Facilities.....	12
	4.15 Reconnection.....	12
5.	RIGHTS OF WAY AND ACCESS TO FACILITIES.....	14
	5.1 Easements.....	14
	5.2 Right of Entry	14
	5.3 Vegetation Management.....	14
	5.4 Interference with Company's Facilities.....	15
	5.5 Customer Brushing	15

6.	METERS	16
6.1	Installation.....	16
6.2	Location	16
6.3	Meter Tests and Adjustments	17
6.4	Access to Meters	17
7.	METER READING AND BILLING	18
7.1	Reading and Estimates.....	18
7.2	Calculation of Bills	18
7.3	Payment.....	18
7.4	Late Payment Charge	19
7.5	Dishonoured Payments.....	19
7.6	Outstanding Charges	19
7.7	Totalized Metering	19
7.8	Combined Service	19
7.9	Consolidated Billing	20
7.10	Unauthorized Use	20
7.11	Billing Error	20
8.	SERVICE CHANGES	21
8.1	Notice by Customer	21
8.2	Responsibility for Damage	21
8.3	Changes to Company Facilities	21
9.	COMPANY RESPONSIBILITY AND LIABILITY	22
9.1	Continuous Supply	22
9.2	Interruption.....	22
9.3	Reasonable Efforts	22
9.4	Company Liability	22
9.5	Force Majeure.....	23
10.	CUSTOMER RESPONSIBILITY AND LIABILITY	24
10.1	Provide Permit	24
10.2	Customer Responsibility	24
10.3	Customer Liability	24
10.4	Protective Devices	25
10.5	Service Calls.....	25
11.	TERMINATION OF SERVICE	26
11.1	Termination by Customer.....	26
11.2	Company Termination for Safety Reasons	26
11.3	Company Termination Other Than For Safety	26
11.4	Removal of Facilities.....	27



THE YUKON ELECTRICAL COMPANY LIMITED
An **ATCO** Company

YUKON
ENERGY



Page iii
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SCHEDULE A: STANDARD SUPPLY SPECIFICATIONS.....	28
SCHEDULE B: MAXIMUM COMPANY INVESTMENT	29
SCHEDULE C: CONDITIONS FOR UNDERGROUND SUBDIVISIONS	30
SCHEDULE D : FEES AND SERVICE CHARGE SUMMARY	32

1. INTRODUCTION

The Yukon Electrical Company Limited (Yukon Electrical) and Yukon Energy Corporation (Yukon Energy) each provide direct electrical Service to Yukon Territory Customers under a common Electric Service Tariff. The Electric Service Tariff is comprised of the Rate Schedules and these Terms and Conditions of Service (the “Terms and Conditions”, formerly known as the “Electric Service Regulations”). Yukon Electrical and Yukon Energy conduct their business activities in compliance with these Terms and Conditions.

These Terms and Conditions are regulated by the Yukon Utilities Board (hereinafter referred to as the “Board”), in accordance with the Yukon *Public Utilities Act*, and may not be changed without the approval of the Board. Parties having any inquiries or complaints regarding these Terms and Conditions may direct such inquiries or complaints directly to Yukon Electrical, Yukon Energy or the Board.

The Electric Service Tariff is available for public inspection during normal business hours at the business offices of Yukon Electrical and Yukon Energy and at the offices of the Board and can be accessed on the Companies’ respective websites at: www.yukonelectrical.com and www.yukonenergy.ca .

2. INTERPRETATION

2.1 Definitions

The following words or phrases, when used in these Terms and Conditions, the Electric Service Tariff or an application, contract or agreement for service, shall have the meaning set forth below.

"Billing Demand" - the demand upon which billing to a Customer is based as specified in a rate schedule or contract

"Board" - the Yukon Utilities Board.

"Capital Cost" the cost of materials, labour, equipment, expenses and any other direct or indirect costs incurred by the Company in extending Service to a Point of Service.

"Company" - The Yukon Electrical Company Limited or Yukon Energy Corporation.

"Connected Load" - the sum of the capacities or ratings of the electric Energy consuming apparatus connected to a supplying system.

"Connection Fee" – a non-refundable fee charged when a new Service is connected or an existing Service is reconnected or a meter reading is required to add the Customer to the Company's system. (refer to Schedule D for fees).

"Construction Contribution" – a specific payment by a Customer to offset Company costs incurred in extending Service that will primarily benefit that or group of Customers only and not the other ratepayers in the distribution system. The contribution will be the difference between the cost of extending the Company's Facilities to serve a Customer or group of Customers and the Maximum Available Company Investment specified in Schedule B.

"Cost Sharing" – the process whereby a new Customer or group of Customers who connect to an existing Facility for which another Customer or group of Customers has paid a Construction Contribution, is assessed their share of that Construction Contribution which must be paid to the Company to be refunded to the existing Customer(s).

"Current Limiting Device" – a device that limits the amount of Demand available to a specific Customer.

"Customer" - a person, firm, partnership, corporation, association or organization (including, without limitation, individual members of any unincorporated entity) to who the Company provides any Service hereunder including all owners and occupants of a premises, whom normally reside at the premises during the time for which Service was provided to that premises whether or not such owner or occupant's name appears on the application for Service.

"Demand" - the maximum rate at which electric Energy is delivered by the Company (expressed in kilowatts, kilovolt amperes or other suitable unit) at a given instant or averaged over any designated period of time.

"Electric Service Regulations" – the former title of this document outlining the terms and conditions governing Service, which title has been replaced by Terms and Conditions of Service. Where reference is made to Electric Service Regulations it shall be deemed to be a reference to these Terms and Conditions of Service as amended from time to time.

"Energy" - electric energy consumed expressed in kilowatt hours.

"Estimated Capital Cost" – the estimated cost of materials, labour, equipment, expenses, and any other direct or indirect costs for extending Service to a Point of Service.

"Facilities" - a physical plant including, without limitation, generating plants, transmission and distribution lines, transformers, meters, equipment and machinery.

"Force Majeure" - circumstances not reasonably within the control of the Company, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, the intervention of federal, territorial, or local government or from any of their agencies or boards (excluding Decisions and/or Orders made by the Board in the normal course of it exercising its authority to establish the revenue requirement of the parties to this agreement), the order or direction of any court and any other cause, whether of the kind herein enumerated or otherwise.

"In-Service Date" - the date on which the Customer specifies Service is to be available or the date the Service is actually available, whichever is later.

"Interconnected System" - those portions of the Company's Facilities which are connected to the Whitehorse/Aishihik/Faro (WAF) power grid or to the Mayo-Dawson grid.

"Isolated System" - those portions of the Company's Facilities which do not form part of the Interconnected System.

"Load" - the Demand and Energy delivered to or required at any Point of Service.

"Load Factor" - the ratio of the average Demand (in kilowatts) supplied during a designated period to the peak or maximum Demand (in kilowatts) occurring in the period expressed as a percentage derived by:

- (a) multiplying the Energy used in the designated period by 100;
- (b) multiplying the maximum Demand by the number of hours in the designated period; and
- (c) dividing (a) by (b).

"Maximum Company Investment" – the maximum Capital Cost which the Company will incur to extend Service to a Point of Service as set forth in Schedule B hereto.

"Multiple Dwelling" - a residential building containing more than one Single Family Dwelling unit.

"Point of Service" - the point at which the Company's service conductors are connected to the wires or apparatus of a Customer.

"Power Factor" - the ratio of the highest metered kilowatt Demand in a billing period to the highest metered kilovolt ampere Demand in that same billing period.

"Satisfactory Credit Rating" – determined subject to the discretion of the Company, and may include the Customer having paid all bills on an existing Company account in full on or before the due date of the said bill for 12 consecutive months or a similar payment record as established with another utility service provider within the past twelve months.

"Security Deposit" – the amount determined in accordance with Article 4.6.

"Service" - the delivery of Energy by the Company at the Demand required by the Customer.

"Service Connection" the Facilities required to physically connect the Customer's facilities to the Company's system.

"Single Family Dwelling" - a private residence which is not a Multiple Dwelling, consisting of single family living quarters having, in one self-contained unit, at least sleeping quarters, and, a kitchen.

2.2 Conflicts

If there is any conflict between a provision expressly set out in an Order of the Board and these Terms and Conditions, the Order of the Board shall govern.

2.3 Headings

The division of these Terms and Conditions into sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.

2.4 Schedules and Appendices

The following schedules and appendices are attached to and form part of these Terms and Conditions:

- Schedule A - Standard Supply Specifications
- Schedule B - Maximum Company Investment
- Schedule C - Conditions for Underground Subdivisions
- Schedule D - Fees and Service Charge Summary

3. GENERAL PROVISIONS

3.1 Board Approval

These Terms and Conditions have been approved by the Board. The Company may amend these Terms and Conditions by filing a notice of amendment with the Board and interested parties from the preceding General Rate Application. Included in the notice shall be notification of which Customer groups are affected by the amendment and an explanation of how affected Customers will be notified of the amendments. If the Board approves the notice of the amendment, the amendment will take effect upon the date set by the Board. If no specific date is set by the Board then the amendment will take effect on the date of the Board's Order approving the notice of amendment.

3.2 Terms and Conditions Prevail

- (a) These Terms and Conditions, as amended from time to time, apply to the Company and to every Customer to which the Company provides a Service Connection.
- (b) The application for a Service Connection (whether verbal or written), the use by the Customer of a Service Connection to obtain Electricity Services or the payment by the Customer of an account rendered by the Company in relation to a Service Connection shall constitute acceptance by the Customer of these Terms and Conditions.
- (c) No agreement can provide for the waiver or alteration of any part of these Terms and Conditions unless such agreement is first filed with and approved by the Board.

3.3 Ownership of Facilities

Unless otherwise specifically provided in a contract with the Customer, notwithstanding the payment by a Customer of any costs incurred by the Company, the Company shall install, maintain and retain full title and ownership of all lines, equipment and other Facilities on its side of the Point of Service and of all meters and metering equipment provided and/or installed by it.

3.4 Use of Energy

Service is provided only for the purposes specified by contract or by the rate schedule applicable to such Service. A Customer shall not sell Energy provided by the Company unless otherwise provided by a contract with the Company, or unless the Company has first given written consent.

3.5 Customer Extensions

A Customer shall not extend service Facilities beyond property owned or occupied by the Customer.

3.6 Customer Generation

A Customer must notify the Company and sign an agreement with the Company if the Customer wishes to have service;

- a) in parallel operation with; or
- b) as supplementary, auxiliary or stand-by Service to any other source of electric Energy.

3.7 Frequency and Voltage Levels

The Company will make every reasonable effort to supply energy at 60-Hertz alternating current. The voltage levels and variations will comply with the Canadian Standards Association standards and shall be in accordance with the Company's standard supply specifications as set out in Schedule A except in locations where the voltage levels set out in Schedule A are not available.

3.8 Fees and Other Charges

The Company will provide all standard services hereunder pursuant to the approved Electric Service Tariff. All additional and supplementary services provided by the Company to a Customer will be charged a separate rate or fee, such as those included, without limitation, in Schedule D herein. Payment for these services shall be in accordance with the provisions of these Terms and Conditions.

4. APPLICATION FOR AND CONDITIONS OF SERVICE

4.1 General Requirements

- (a) Any applicant for Service may be required to sign an application or a contract for Service, and shall supply information respecting Load, preferred supply conditions and the manner in which Energy will be utilized. An applicant may also be required to establish a Satisfactory Credit Rating with the Company and/or provide a Security Deposit prior to being connected for Service.
- (b) The Company reserves the right to verify the identity of the Customer and the accuracy of the information provided and to require the Customer to sign an application in writing on forms provided by the Company. If a Customer is not of legal age, a Security Deposit may be required in order to obtain Services and, in addition, a person of legal age may be required to accept responsibility for the Services on that Customer's behalf.
- (c) Contacts for Service are not transferable. Persons taking over premises, where Energy has been used previously, must make a new application for Service and pay the necessary Connection Fee per Article 4.3 and Security Deposit per Article 4.6.

4.2 Conditions of Service

Upon receipt of an application or contract for Service, the Company shall notify the applicant of any conditions which must be satisfied before the application or contract will be accepted and Service may be commenced.

4.3 Connection Fee

Whenever a connection is made, the Customer will pay a non-refundable Connection Fee as specified in Schedule D, which shall be included in the Customer's first billing or paid with the application for Service, (save and except that, where the Customer has paid a Construction Contribution for the Service, the Connection Fee shall be deemed to be included in the Construction Contribution).

4.4 Application of Rate Schedules

Whether or not a Customer has signed an application or contract for Service, these Terms and Conditions and the Rate Schedule applicable to the Service supplied by the Company shall apply. In addition to payments for Service, the Customer is required to pay the Company the amount of any tax or assessment levied by any tax authority on Service delivered to the Customers.

4.5 Extensions to Electric Heat Customers

On Isolated Systems, Service for electric space heating purposes may be supplied to Customers only with the prior written permission of the Company.

4.6 Security Deposit

(a) Security Deposit Requirements

The Company may require payment of a Security Deposit by an applicant or Customer under the following circumstances:

- (i) the applicant has not established a Satisfactory Credit Rating with the Company;
- (ii) the Customer's Service has been disconnected or restricted by a Current-Limiting Device; or
- (iii) the Customer has not paid all past bills for Service.

If a Security Deposit is required and not been provided prior to connection, it will be added to the bill for Service and due in full on the due date identified on the bill.

(b) Amount of Security Deposits

The amount to be deposited with the Company shall be determined by the Company at the time of the Service application and shall be based on an estimate of the total amount billed over a period of three months in which Energy consumption by the Customer is expected to be the highest. The Security Deposit required may be adjusted accordingly based on the Customer's actual use of the Service or other information made available to the Company.

(c) Interest on Security Deposits

The Company will pay simple interest on the Security Deposit from the date the deposit is paid, at the rate of interest specified from time to time in the Yukon Landlord and Tenant Act and such interest will be credited to the Customer's account annually on the first bill following December 31 or when the deposit is refunded.

(d) Refunds of Security Deposit

A Security Deposit may be refunded or credited to the Customer's account with interest by the Company when:

- (i) the Customer's Service is disconnected, other than for default in payment of accounts, and the Customer has paid all amounts owing to the Company; or
 - (ii) the Customer has established a Satisfactory Credit Rating.
- (e) Use of Security Deposit
If a Customer fails to pay any amount billed, the Company may apply all or any portion of that Customer's Security Deposit to the unpaid amount. The Customer will then be required to fully restore the Security Deposit before Service is reconnected or continued.

4.7 Delay in Taking Service - Other than Subdivision

Except in the case of a Customer who requests service to a subdivision if Service is not taken within 30 days of the In Service Date, the Company may begin billing the Customer for the minimum amount specified in the appropriate rate schedule or as specified in the contract between the Company and the Customer, whichever is greater.

4.8 Extension of Service

- (a) Customer's Construction Contribution
If the Company's estimated costs of extending Facilities at the request of a Customer are less than the Maximum Company Investment specified in Schedule B for the type of Service requested, the Customer will not be required to make any Construction Contribution. In all other cases, an agreement for payment of the Construction Contribution must be made between the Customer and the Company before any work on the extension is commenced.
- (b) Cost Sharing
If a new Customer shares a portion or all of the costs of an existing extension, the existing Customers may be entitled to Cost Sharing of the Construction Contribution based on the amount of extension shared.

Cost Sharing will be administered for a term, as per the following table, commencing December 31 of the year of construction of the original extension.

Original Customer Contribution	Cost Sharing Period
Less than \$10,000	5 Years
Greater than or Equal to \$10,000	10 Years

The Company will not administer refunds of less than \$50.00.

Cost sharing will not be eligible for non metered, public services such as street lights, and heat tapes.

4.9 Underground Subdivision Extensions

Underground subdivision extensions shall be undertaken subject to the conditions set out in Schedule C.

4.10 Conversion from Overhead to Underground Service

When a Customer requests that existing Company Facilities be converted from overhead to underground, the Customer may be charged for all costs incurred by the Company in connection with the conversion, including the following:

- (a) the actual cost of removing the existing Facilities, less the estimated value of the salvaged material, plus
- (b) the actual cost of installing the new underground Facilities, less any available Company Investment as specified in Schedule B.

4.11 Temporary Service

Where the Company reasonably believes that a requested Service will be temporary, a Connection Fee as specified in Schedule D will be assessed and the Company may require the Customer requesting the Service to pay the Company's total estimated cost of installation and removal of Facilities necessary for the desired Service less the estimated value of the salvaged material.

The Company may require that such payment be made before the temporary Service is installed.

4.12 Mobile Homes

- (a) Service shall normally be provided to mobile homes through separate Points of Service, based on the applicable residential rate.
- (b) Service provided to common use areas (e.g., laundry facilities) in a mobile home park shall be separately metered and billed at the applicable general service rate.
- (c) In mobile home parks or trailer courts where the Company reasonably believes homes are temporary, the Company may elect to provide Service only through the Point of Service billed to the mobile home park or trailer court.

4.13 Multiple Dwellings

Each individual unit within a Multiple Dwelling will be served as a separate Point of Service and billed individually on the applicable residential rate. The Company and a Customer may agree that one bill will be issued covering all individual units in a Multiple Dwelling and, in such case, the applicable general service (non-residential) rate will apply to the Service.

4.14 Relocation of Company Facilities

The Company may require a Customer to pay all reasonable costs incurred by the Company in relocating any Company Facility at the Customer's request and may require payment of the estimated cost of the relocation in advance.

4.15 Reconnection

When the circumstances resulting in discontinuance of a Customer's Service or restriction of Service through the installation of a Current Limiting Device have been rectified to the satisfaction of the Company, or when a Customer has requested a reconnection after having requested a previous disconnection, the Company shall reconnect and continue the provision of Service upon payment by that Customer of:

- (a) any amount owing to the Company;
- (b) a Reconnection Fee as specified in Schedule D; and
- (c) the Security Deposit, if any, required under Article 4.6;

If Service is reconnected within 12 months of disconnection, with the exception of seasonal Service:

- a) For Major Industrial and general Service customers with peak demands greater than 500kW the Customer shall pay the minimum monthly bill for each month of disconnection.
- b) For all other customers, the Company may request that the Customer pay the minimum monthly bill for each month of disconnection.

The Company may add a Collection Fee as specified in Schedule D if a site visit is required to attempt collection of overdue accounts and Service is not disconnected or for delivery of a notice of pending disconnection.

This section does not apply when a Customer's Service was disconnected for safety reasons. (Refer to Article 11.2)

5. RIGHTS OF WAY AND ACCESS TO FACILITIES

5.1 Easements

At the request of the Company, the Customer shall grant, or cause to be granted, to the Company, without cost to the Company, such easements or rights-of-way over, upon or under the property owned or controlled by the Customer as the Company reasonably requires for the construction, installation, maintenance, repair and operation of the Facilities required for a Service Connection to the Customer and the performance of all other obligations required to be performed by the Company hereunder.

5.2 Right of Entry

The Company's employees, agents or other representatives shall have the right to enter a Customer's property at all reasonable times for the purpose of installing, maintaining, repairing, replacing, testing, monitoring, meter reading or removing the Company's Facilities and for any other purpose incidental to the provision of Service. The Customer shall provide the Company with reasonable access to the Company Facilities located on the Customer's property. The Company will endeavour to provide reasonable notice to the Customer when the Company requires entry to the Customer's property for planned maintenance or repair to the Company's Facilities.

5.3 Vegetation Management

The Customer shall permit the Company to manage vegetation on the property owned or controlled by the Customer. Access is required to maintain the proper clearances and reduce the risk of contact with the Company's overhead high and low voltage distribution equipment. The Company shall make reasonable efforts to notify the Customer before such work is performed.

Vegetation management in the vicinity of the high voltage distribution system (primary) is the responsibility of the Company. Vegetation will be maintained to established standards to reduce contact with the energized conductors or equipment.

Vegetation management in the vicinity of the low voltage (service drops or secondary) distribution on the Customer's property is the responsibility of the Customer. Where the Company determines that vegetation management is required to maintain the integrity of the Company's low voltage overhead distribution system, the Company may, at the Customer's expense, perform the work that is the responsibility of the Customer as set out herein. With respect to the low voltage overhead distribution system only, the Company shall make reasonable efforts to notify the Customer that such work is required, and shall provide the Customer a reasonable opportunity to undertake the work required, before such work is performed by the Company.

5.4 Interference with Company's Facilities

Customers shall not install, or allow to be installed, temporary or permanent structures that could interfere with the proper and safe operation of the Company's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.

5.5 Customer Brushing

Customers requesting Service that requires the extension of Facilities to the Customer's property shall be responsible for brushing on the Customer's property in accordance with the Company's specifications. In addition, unobstructed access to each structure requiring Service must be provided.

6. METERS

6.1 Installation

(a) Provision and Ownership

The Company shall provide, install and seal all meters necessary for measuring the Energy and Demand supplied to a Customer, unless otherwise specifically provided in a contract with the Customer. Each meter shall remain the sole property of the Company.

If required, as determined in the Company's sole discretion, current and voltage transformers and metering test switches will be supplied to the Customer for installation by the Customer's qualified personnel or contractor. Current and voltage transformers shall be installed in accordance with the Company's specifications and all codes, legislation and reference to applicable metering standards.

(b) Responsibility of Customer

Each Customer shall provide and install a CSA-approved meter receptacle or other CSA-approved Facilities suitable to the Company for the installation of the Company's meter or metering equipment.

6.2 Location

The location of any meter shall be subject to the approval by the Company having regard to the type of Service being provided and so as to permit safe and convenient access to the meter by the Company. Where a meter is installed on a Customer owned pole, the pole shall be provided and maintained by the Customer as required by the Canadian Electric Code and any other applicable legislation.

Meter sockets for self-contained meters shall be mounted on the exterior of a building at an accessible location acceptable to the Company. The centerline of the meter socket must be 1.5 to 1.8 meters above the finished grade or permanent platform of the Customer's Facility and in an appropriately lighted area.

Metering instrument transformer enclosures shall contain only the Company's metering auxiliary equipment and shall not be used as a raceway, splitter box or cabinet for any other purpose.

6.3 Meter Tests and Adjustments

- (a) The Company may inspect and test a meter at any reasonable time. At the request of a Customer, and upon payment of a Meter Accuracy Test Handling Fee as specified in Schedule D, the Company shall arrange for a meter to be tested by an official designated for that purpose by Industry Canada or such other federal government agency as may, from time to time, be designated for that purpose.
- (b) If a test determines that the meter is not accurate within the limits set by government standards, the Customer's bill will be adjusted back to the time that the error can reasonably be determined to have commenced. Where the commencement of the error cannot reasonably be determined, it shall be deemed to have commenced three months before the test or on the date of the meter installation, whichever occurred later.
- (c) In the event that an adjustment is required, the Meter Accuracy Test Handling Fee shall be refunded.

6.4 Access to Meters

- (a) The Company may, at any reasonable time, read, inspect, remove and test a meter installed on property owned or controlled by the Customer.
- (b) Where the Customer's Service address or location is generally locked during normal business hours, the Customer shall provide the Company with a key to permit access to the meter.
- (c) If the Company provides notice to a Customer that reasonable access to metering equipment is not being provided, the Customer must take immediate action to remedy the situation. If the Customer fails to remedy the situation to the Company's satisfaction within a reasonable time:
 - (i) the Company may, at its sole discretion, estimate consumption until the situation has been remedied and the Customer shall be billed on the basis of the Company's estimate;
 - (ii) the Company may remedy the situation on behalf of the Customer and apply the costs to the Customer's next regular bill;
 - (iii) the Company may do both i) and ii); or
 - (iv) the Company may discontinue Service in accordance with Section 11 of these Terms and Conditions of Service.

7. METER READING AND BILLING

7.1 Reading and Estimates

Unless otherwise specifically provided in a contract with a Customer, meters shall be read monthly or bi-monthly or at such other intervals as are practical in the circumstances. Customers' bills will be based on meter readings made by the Company or on estimates for those billing periods when the meter is not read. Whenever a bill is based on an estimate, an adjustment to reflect actual Energy consumption and Demand (if applicable) used will be made when the meter is next read.

7.2 Calculation of Bills

- (a) The amount of any initial and final charges will be prorated, based upon the ratio of the number of days that Service was provided to a Customer in the billing period to the total number of days in the billing period.
- (b) The Company may elect not to charge a Customer for the billing period if, during that period, Demand was five kilowatts or less, Service was provided for five days or less and Energy consumption was five kilowatt hours or less.
- (c) For all new accounts, the Company may add the charges for Service provided during the initial period to the bill for the following billing period.
- (d) The Company may elect to change a Customer's meter reading schedule.
- (e) Where a meter reading schedule is changed, any charges during the transition period between the old and new meter reading schedule, may be prorated based upon the ratio of the number of days that Service was provided to a Customer in the billing period to the total number of days in the billing period.

7.3 Payment

- (a) The amount billed is due and owing when the bill is rendered and payable by the date indicated on the bill.
- (b) Bills shall be deemed rendered and other notices duly given when delivered to the Customer at the mailing address provided by the Customer. Failure to receive a bill does not entitle a Customer to any delay in payment or release a Customer from the obligation to pay the amount owing.

- (c) Payment of a bill for Service may be requested by the Company from any or all of the Customers, on a joint and several basis, even if the Customer no longer resides in the same premises when payment is due.

7.4 Late Payment Charge

The Company may add a Late Payment Charge as specified in Schedule D on any overdue amount. A Collection Fee as specified in Schedule D will be charged if a personal visit is required to collect an overdue amount.

7.5 Dishonoured Payments

The Company may add a Dishonoured Payments Fee as specified in Schedule D to a Customer's bill in respect of any cheque, or other form of payment tendered by the Customer as payment of a bill, returned by the Customer's bank for any reason.

Following the receipt of two (2) dishonoured payments from the Customer, the Company may notify the Customer that only cash, a money order or certified cheque will be accepted for payment.

7.6 Outstanding Charges

The Company may add to the Customer's bill any outstanding charges due and owing to the Company (e.g. construction contribution, account receivable charges, former overdue accounts etc.).

7.7 Totalized Metering

When Service is provided through multiple Points of Service to a Customer's plant site consisting of centralized processing facilities or product transportation facilities located on lands leased or owned by the Customer, where such multiple Points of Service are located within a radius of half a mile of each other, the Customer and Company may agree that the Demand and Energy at each Point of Service be totalized and only one bill issued for each billing period. The Customer shall pay the incremental metering cost associated with totalized metering.

7.8 Combined Service

A residential Customer shall notify the Company when the Customer receives Service at their premises for the purposes of operating a business or commercial undertaking. The applicable general service rate may be applied in those cases in which Service for both residential and non-residential purposes is received by a Customer through a single meter.

7.9 Consolidated Billing

The Company will issue a separate bill for each Point of Service. However, the Customer and Company may agree that the Company will issue one bill totaling charges for Service delivered at more than one Point of Service.

7.10 Unauthorized Use

If, under any circumstances, a person prevents a meter from accurately recording the total Demand or Energy supplied, the Company may disconnect the Service, or take other appropriate actions.

The Company may then estimate the Demand and amount of Energy supplied but not registered, at the Point of Service. The Customer shall pay the cost of the estimated Demand and Energy consumption plus all costs related to the investigation and resolution of the diversion including repairs of damage or reconstruction of Facilities.

7.11 Billing Error

The Customer must provide written notice to the Company in order to dispute any or all amounts owing on a bill. In the event the Customer disputes an amount owing, the Customer shall nonetheless pay such disputed amount. Following resolution of any such dispute, the Company will return any amount found owing to the Customer forthwith.

8. SERVICE CHANGES

8.1 Notice by Customer

A Customer shall give to the Company reasonable prior written notice of any change in Service requirements, including any material change in Connected Load, to enable the Company to determine whether or not it can supply such revised Service without changes to its Facilities. The Customer shall not change its Service requirements without the Company's written permission.

8.2 Responsibility for Damage

The Customer shall be responsible for and shall pay for all damage caused to the Company's Facilities as the result of the Customer changing the Connected Load without the Company's permission.

8.3 Changes to Company Facilities

If the Company must modify its Facilities to accommodate a Customer Load or Service change, the Customer shall pay for all costs in connection with such modification including the following costs:

- (a) the actual cost of removing the existing Facilities, less the estimated salvage value, less
- (b) any applicable adjustment required to the Company Investment as specified in Schedule B.

9. COMPANY RESPONSIBILITY AND LIABILITY

9.1 Continuous Supply

The Company shall make all reasonable efforts to maintain a continuous supply of Energy to its Customers, but the Company cannot guarantee an uninterrupted supply of Energy.

9.2 Interruption

Without liability of any kind to the Company, the Company shall have the right to disconnect or otherwise curtail, interrupt or reduce service to Customers:

- (a) whenever the Company reasonably determines that the Service must be interrupted, including to facilitate construction, installation, maintenance, repairs, replacement or inspection of any of the Company's Facilities, or to permit the connection or disconnection of other Customers;
- (b) to maintain the safety and reliability of the Company's Facilities; or
- (c) due to any other reason related to dangerous or hazardous circumstances including emergencies, forced outages, potential overloading of the Company's Facilities or Force Majeure.

9.3 Reasonable Efforts

The Company shall endeavor to give reasonable notice to Customers who will have Service interrupted and will endeavor to ensure that such interruptions are as short and infrequent as circumstances permit.

9.4 Company Liability

For the purpose of this clause, "direct physical loss, injury or damage" excludes loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and energy, cost of capital, and loss of use of any facilities or property, or any other similar damage or loss, arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of Service by the Company to its Customers.

Except as described below in this clause, the Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature, arising out of or in any way connected with the provision of Service by the Company to its Customers including any failure, defect, fluctuation, reduction or interruption in the provision of Service by the Company to its Customers.

The Company shall be liable for direct physical loss, injury or damage to a Customer or a Customer's property, resulting from the negligent acts or omissions of the Company, its employees or agents.

9.5 Force Majeure

Should the Company be unable to provide a continuous supply of Energy to a Customer because of an event of Force Majeure, the Company's responsibilities, so far as they are affected by the Force Majeure, shall be relieved and suspended during the duration of such circumstances and the Company shall not be liable for any failure to perform any term of these Terms and Conditions to the extent that and when such failure is due to, or is a consequence of, an event of Force Majeure. Where practical, the Company shall give notice to the affected Customers of such Force Majeure.

10. CUSTOMER RESPONSIBILITY AND LIABILITY

10.1 Provide Permit

The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Service Connection. The Company shall not be required to commence or continue installation or operation of a Service Connection unless and until the Customer has complied with the requirements of all permits, certificates, licenses, inspections, reports and other authorizations, and all right-of-way agreements, and all Company requirements applicable to the installation and operation of the Service Connection.

10.2 Customer Responsibility

The Customer shall be solely responsible for the use, installation, condition of all Facilities on the Customer's side of the Point of Service, except Facilities owned by the Company. The Customer shall be responsible for and shall pay for any damage to the Company's Facilities located on the Customer's premises which is caused by the negligent acts or omissions or willful misconduct of the Customer or of anyone permitted by the Customer to be on the Customer's premises.

10.3 Customer Liability

- (a) The Customer assumes full responsibility for the proper use of Facilities and for the condition, suitability and safety of any and all wires, cables, devices or equipment energized on the Customer's premises or on premises owned or controlled by the Customer that are not the Customer's property.
- (b) Where a Customer uses its Service Connection in a manner that causes interference with the operation of the Company's Facilities or with any Customer's use of a Service Connection, such as abnormal voltage levels, frequency levels and harmonic levels, at the Company's request, and at the Customer's own expense, the Customer shall take whatever action is required to correct the interference or disturbance.
- (c) The Customer shall indemnify and save harmless the Company from and against any claim or demand for injury to persons or damage to property (including loss of use thereof and of any other property affected by the damage to property) arising out of or in any way connected with the use of the service so long as such injury or damage is not caused by the negligent acts or omissions or willful misconduct of the Company, its employees and agents.

- (d) The Customer releases the Company and its agents, directors, officers, employees, independent contractors, consultants, representatives, successors and assignees from any and all claims and liabilities whatsoever relating to or arising as a result of the Customer, or its agents, directors, officers, employees, independent contractors, consultants, representatives, successors and assignees carrying out any acts required by or related to these Terms and Conditions for the provision of Service, maintenance of Service, or any other act whatsoever arising out of or in any way connected with the existence or use of the Service so long as such injury or damage is not caused by the negligent acts or omissions or willful misconduct of the Company, its employees or agents.

10.4 Protective Devices

The Customer shall be responsible for determining whether any devices are required to protect the Customer's Facilities from damage that may result from the provision of Service by the Company. The Customer shall provide and install any such devices.

10.5 Service Calls

The Company may require a Customer to pay the actual costs of a Customer-requested service call if the source of the problem is the Customer's Facilities.

11. TERMINATION OF SERVICE

11.1 Termination by Customer

Except where otherwise provided in a written agreement between the Company and a Customer, a Customer may, at any time, give the Company reasonable notice to terminate Service. Upon receipt of such notice, the Company shall read the Customer's meter within a reasonable time, and, shall use its best efforts to read the Customer's meter at the time requested by the Customer. A Customer shall pay for all Service provided to the time of such reading.

11.2 Company Termination for Safety Reasons

The Company may, without notice, terminate a Customer's Service where, in the Company's opinion:

- (a) the Customer has permitted the wiring of their Facilities to become hazardous;
- (b) the wiring of the Customer's Facilities fails to comply with applicable law; or
- (c) the Customer has caused any other safety hazards, including, but not limited to, using their Service in such a way that causes damage to the Company's Facilities or interferes with or disturbs Service to any other Customer.

The Company will reconnect the Service when the safety problem is resolved and when the Customer has provided, or paid the Company's costs of providing, such devices or equipment as may be necessary to resolve such safety problem and to prevent such damage, interference or disturbance. The Company may assess a Reconnection Fee, as specified in Schedule D.

11.3 Company Termination Other Than For Safety

The Company, or anyone acting under its authority, may, upon giving at least 48 hours' notice to the Customer, terminate the Customer's Service or install a Current-Limiting Device to restrict the Service to such Customer if the Customer:

- (a) fails to meet its obligation under these Terms and Conditions, the terms of a contract for Service, or of the Company's Rate Schedules;
- (b) uses their Service Connection in such a way that causes interference with operation of the Company's Facilities or any other Customer's use of a Service Connection such as abnormal voltage levels, frequency levels and harmonic levels.
- (c) tampers with any Company Facilities;

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- (d) neglects or refuses to pay the amount billed for Service due and owing to the Company by the date indicated on the bill for Service;
 - (e) changes Service requirements without the permission of the Company; or
 - (f) makes use of the Service for illegal purposes or in circumstances where the Company has evidence of Energy theft, or fraud by the Customer.

11.4 Removal of Facilities

Upon discontinuance of Service for whatsoever reason, the Company shall be entitled to remove any of its Facilities located upon the property of the Customer and to enter upon the Customer's property for that purpose.

SCHEDULE A: STANDARD SUPPLY SPECIFICATIONS

The Company's standard supply specifications, which are in accordance with Canadian Standards Association standard CAN-C235-83, are as follows:

(a) Residential:

- 240/120 V
- single phase, three wire
 - secondary conductors are supplied by the Company
 - overhead or, in designated areas, underground conductors are supplied by the Company

(b) General Service:

- 240/120 V
- single phase, three wire
 - overhead secondary conductors are supplied by the Company
 - underground secondary conductors are supplied by the customer

- 208 Y/120 V
- three phase, four wire
 - overhead secondary conductors are supplied by the Company
 - underground secondary conductors are supplied by the customer

- 480 Y/277 V
- three phase, four wire
 - overhead secondary conductors are supplied by the Company for loads 15 KVA to 300 KVA
 - overhead secondary conductors are supplied by the customer for loads 300 KVA to 1,500 KVA

- 600 Y/347 V
- three phase, four wire
 - underground secondary conductors are supplied by the customer for loads 150 KVA to 2,500 KVA; and

- 4160 Y/2400 Y
- three phase, four wire, 2,000 KVA to 10,000 KVA
 - overhead secondary conductors are supplied by the customer

SCHEDULE B: MAXIMUM COMPANY INVESTMENT

The Maximum Company Investment Levels set out in this Schedule are effective January 1, 2011.

1. Subject to the provisions of paragraph 2 of this Schedule B, the maximum Capital Cost which the Company will incur to extend Service to a Point of Service (herein referred to as the "Maximum Company Investment") shall be determined as follows. Under no circumstances would the Maximum Company Investment exceed the Customer extension cost:

(a) **Residential Service:**

\$1,500 per single family dwelling; and
\$ 725 per Multiple Dwelling unit

(b) **General Service:**

\$690 per kW, which shall not be less than five kilowatts, provided that if the estimated service life is less than 25 years or seasonal, then the Maximum Company Investment shall be determined in the manner described in paragraph 2;

At the end of one year of Service the Company will re-assess whether the Customer's estimates of their Demand were accurate and, if the loads are significantly different than originally estimated, will collect from the Customer (or refund) any contributions, that are required based on the Maximum Company Investment rules in place when the contribution was originally paid.

(c) **Municipal Street Lighting:**

\$1,240 per light.

2. The Maximum Company Investment in any extension of service, whether or not specified in paragraph 1, the Load characteristic and service life of which are expected to vary materially from the average for that type of Service, shall be determined based on an analysis of the load characteristics and service life, as a pro-ratio of the full Maximum Company Investment for that class of customer.
3. The maximum cost which the Corporation will incur to extend Service to a Point of Delivery shall be determined for Industrial Service in the manner specified in an agreement with the Industrial Customer and subject to approval by the Board.

SCHEDULE C: CONDITIONS FOR UNDERGROUND SUBDIVISIONS

“**Developer**” is defined as the person or party who has requested the underground service. The Company shall extend service by underground conductor lines upon and subject to the following terms and conditions

- (a) At the time of the request for underground Service no Service available in the area to be served by such extension, and not less than 25 single family dwellings (or such lesser number as may be agreed to by the Company) will be connected to such extension (the "underground service area"), each of which is situated upon said subdivision;
- (b) All permanent Service in the underground service area shall be provided exclusively through underground conductor lines;
- (c) The Developer shall provide, without cost to the Company, such rights-of-way, easements, utility corridors and transformer locations as the Company may require for the installation, operation and maintenance of such extension, which the Developer shall keep free and clear of any buildings, structures, fences, pavement, trees or any other obstructions which may hinder the Company in installing, maintaining or removing its Facilities;
- (d) The Company shall not be obligated to install such extension until it is reasonably satisfied that the extension will not thereafter be damaged or interfered with, and, in any event, any costs incurred by the Company in relation to the relocation, reinstallation or as a result of damage to such extension shall be paid by the Developer;
- (e) Service, for purposes other than residential use and street lighting, may be provided from such extension only with the consent of the Company;
- (f) In relation to the standard underground Service, the Developer shall provide a meter socket and service conductor protection from sixty centimeters below grade level to the line side of the meter socket and will ensure the installation of a service having a 200 ampere capacity. Non-standard Services will be subject to prior written approval by the utility;
- (g) The Developer shall provide to the Company a certified copy of the registered plan of subdivision and final construction plans showing the location and elevation of sidewalks, curbs and gutters, driveways (if known) and underground utilities together with such evidence as the Company may reasonably require to the effect that all rules and regulations applicable to the development have been or will be complied with by the Developer;

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- (h) Survey stakes indicating grades and property lines shall be installed and maintained by the Developer;
 - (i) The surface of the ground for a distance of not less than one point five (1.5) meters on each side of the alignments for the underground conductor lines shall be graded by the developer to within eight (8) centimeters of a final grade;
 - (j) Unless otherwise agreed to by the Company, the Developer shall provide a survey for the location of transformers, street light bases and cable routing, as required;
 - (k) Sidewalks, curbs and gutters may be constructed by the Developer but no other permanent improvements shall be made until approved by the Company.
 - (l) Costs related to the installation of distribution system infrastructure shall be the responsibility of the Developer; and
 - (m) The Company investment will be applied toward the individual Customer Service connection in accordance with Schedule B.

In addition, the Service shall be subject to such other conditions as may be specified by the Company from time to time.

SCHEDULE D : FEES AND SERVICE CHARGE SUMMARY

CONNECTION, and RECONNECTION FEES

Connection Fee (4.3, 4.11):

During normal business hours: \$50.00

Outside of normal business hours: Company's actual cost (min. \$50.00)

Reconnection Fee (4.15, 11.2)

During normal business hours: \$60.00

Outside of normal business hours: Company's actual cost (min. \$60.00)

LATE PAYMENT AND DISCONNECTION

Collection Fee (4.15, 7.4) \$30.00 (personal visit)

Late Payment Charge (7.4): 1.5% per month (19.56% per annum)

Dishonoured Payments Fee (7.5): \$25.00

METER DISPUTES

Meter Accuracy Test Handling Fee (6.3)

Self Contained Meter \$100.00

Instrument Meter \$200.00