NORTHWEST TERRITORIES
POWER
CORPORATION

TERMS & CONDITIONS OF SERVICE

Effective Date: September 1, 2016

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TERMS AND CONDITIONS OF SERVICE

1.0 Introduction

1.1 Approval

In accordance with the *Northwest Territories Power Corporation* Act R.S.N.W.T. 1988, c. N-2 and the *Public Utilities* Act N.S.N.W.T 1988, c.24, these Terms and Conditions of Service (hereinafter referred to as "Terms") have been approved by the Public Utilities Board of the Northwest Territories (hereinafter referred to as the "Board"), and may not be changed without the approval of the Board.

1.2 Effective Date

These Terms come into force 60 days following the date of the Board's order and replaces all previous versions of the Corporation's Terms. Whenever the Board approves an amendment, revisions will be issued, with the effective date of the amendments indicated on the top of each affected page.

1.3 Conflicts:

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

1.4 Headings:

The division of the Terms 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 the Terms.

1.5 Extended Meanings:

In the Terms, words importing single number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa and words importing a person shall include an individual, firm, partnership, association, trust, unincorporated organization, corporation Municipal Corporation, trustee or executor.

1.6 Statutes:

Unless otherwise specifically indicated, all references to statutes include amendments thereto, as well as all regulations, standards and guidelines established pursuant to that statute.

1.7 Schedules:

The following schedules are attached to and form part of the Terms:

Schedule “A” – Maximum Corporation Investment
Schedule “B” – Conditions of Underground Service
Schedule “C” – Fees and Service Charge Summary
Schedule “D” – Interruptible Energy for Heating – Taltson Retail
Schedule “E” – Interruptible Energy for Heating – Taltson Wholesale

2.0 Definitions

The following words or phrases, when used in these Terms and Conditions of Service, or Customers' Application(s) for Service shall, unless the context otherwise requires, have the following meanings:

2.1 Applicant:

Means any person which requests Service from the Corporation.

2.2 Billing Adjustment:

Means the correction of a prior over or under-billing.

2.3 Billing Demand

Means the Demand upon which billing to a Customer is based and may be estimated or measured by an approved Demand Meter. Unless otherwise specified in the Demand for the current billing period or the maximum Demand experienced during the 12-month period ending with the current billing period for determination of Demand Charges, the Billing Demand shall not be less than 5 kW per month. All references in the Rate Schedules to a measurement in "kW" at a particular rate shall be deemed to include a reference to "kVA" measured at the

same rate and vice versa.

2.4 Connected Load:

Means the sum of the capacities or ratings of the electric energy consuming apparatus connected to a supplying system.

2.5 Construction Contribution:

The difference between the capital cost incurred by the Corporation by installing the Corporation's Facilities to serve a Customer and the Maximum Corporation Investment specified in Schedule “A”.

2.6 Corporation:

Means the Northwest Territories Power Corporation and any of its employees, agents, or contractors.

2.7 Corporation Facilities:

Means physical plant owned or leased by the Corporation including, without limitation, electrical energy production plant, transmission and distribution systems, transformers, meters, equipment and machinery used in the production transmission and distribution of Energy.

2.8 Customer:

Means any person to whom Service is being or has been provided, whether or not:

a) the person did not request Service from the Corporation; or
b) the name or signature of the person appears on a written application for Service or contract of Service

and includes an Applicant to which the Corporation has decided to commence providing Service.

2.9 Customer Charge/Service Charge:

Means that portion of the charge for Service, excluding any Facilities Charge,

which does not vary with the level of Demand or Energy consumption. This charge is assessed to partially offset the various fixed costs associated with the provision of Service such as service lines, meter reading and billing of accounts.

2.10 Customer Facilities:

Means the equipment to be supplied by the Customer to allow for the attachment of Corporation Facilities for the delivery of Energy to the Customer, installed in accordance with applicable statutes, regulations, standards and codes.

2.11 Customer Service Order (CSO):

Means an agreement for the provision of a Service pursuant to these Terms and Conditions of Service, between the Corporation and the Customer.

2.12 Demand:

Means the rate at which, electric Energy is delivered from the Corporation Facilities to a Customer expressed in kilowatts (kW), kilovoltamperes (kVA) or other suitable unit, at a given instant or averaged over any designated period of time.

2.13 Demand Charge:

Means that portion of the charge for Service based upon the electric Demand (measured in units of kW or kVA) consumed and billed on the basis of Billing Demand at the applicable rate.

2.14 Electricity:

Means electric power, and includes both Energy and Demand.

2.15 Energy:

Means, as the context requires:

a) electric energy expressed in kilowatt-hours (kWh); and

b) thermal (heat) energy which is supplied to or through a heating system by hot water, hot air, steam or glycol expressed in kilowatt-hours ($kWh_{T)}$) or

gigajoules (Gj).

2.16 Energy Charge:

Means that portion of the charge for Service based upon the Energy consumed or billed.

2.17 Facilities Charge:

Means all sums not collected through Demand Charges, Energy Charges, and Customer Charges charged to a Customer's account to recover:

a) the costs associated with the dedication of Corporation Facilities to that Customer;
b) all other charges arranged by agreement with the Customer, other than Energy Charges, Demand Charges and Customer Charges.

2.18 General Service:

Means a classification of Service referring to other than Residential, Industrial, Wholesale, Municipal Street Lighting and Private Area Lighting Service. This classification also includes, without limitation:

a) service provided to a Government Customer;
b) a single family dwelling where a business is carried on within the dwelling and the entire dwelling is supplied through one meter,
c) a common use area associated with a group of residential dwellings (for example, utility rooms), and
d) a multiple unit dwelling supplied through one meter.

2.19 Gigajoule (GJ):

Means the standard unit of energy in the SI or metric system of measurement.

2.20 Government Customer:

Means a Customer whose account for Service is payable or funded by a federal, territorial or municipal authority, or whose function is to provide on behalf of or to

the public:

a) executive, legislative and other general government support services; or
b) justice, public order, postal, or safety services; or
c) administration of: human resource programs; environmental quality or compliance programs; housing programs; health care programs; social assistance programs; urban planning services; community development programs; economic programs; or educational programs; or
d) space research and technology services; or
e) territorial or national security or international affairs services, but does not include a User Pay Customer.

2.21 Government Industrial:

Means a classification referring to a Government business, the primary business of which is resource exploration, development or mining, and includes, but is not limited to, the construction, operation, reclamation or shut down phases of such business.

2.22 Intermittent Renewable Generation

Customer owned generation that produces power from solar or wind or other forms of energy that may be approved by the Corporation, based on the generation deriving from resources that are continually replenished and tending to operate at a low load factor.

2.23 Interruptible Service:

There are two types on interruptible service:

a) Interruptible Power: Means electric service provided by the Corporation to Northland Utilities (NWT) Limited under agreement, which permit curtailment or cessation of delivery by the Corporation.
b) Interruptible Energy for Heating: Means electric service provided under SCHEDULE D and E or under certain closed agreements with heating customers, which permit curtailment or cessation of delivery by the Corporation.

2.24 Joint Use Service:

Means the provision by the Corporation of leased space on existing Corporation transmission and distribution poles, where sufficient space is available, to electrical and communication utilities in areas in which the Corporation provides Service.

2.25 Load Factor:

Means the ratio of the average demand (in kW) supplied during a designated period to the peak or maximum load (in kW) occurring in the period. When expressed as a percentage, Load Factor during a period is the ratio of total energy consumed during the period (in kWh) to the maximum load (in kWh) during the period.

2.26 Maximum Corporation Investment:

Means the available Corporation investment in dollars as set out in Schedule “A”.

2.27 Multiple Unit Dwelling:

Means a residential building containing more than one residential dwelling unit.

2.28 Municipal Corporation:

Means a corporation established or continued as a city, town, village, hamlet or charter community by or under the *Cities, Towns and Villages Act*, R.S.N.W.T. 1988, c. C-8, *Charter Communities Act,* R.S.N.W.T. 1988, c. C-4 or *Hamlets Act*, R.S.N.W.T. 1988, c. H-1.

2.29 Municipal Street Lighting Service:

Means a classification referring to the supply of Electricity to municipal street lighting by the Corporation in communities serviced by the Corporation and includes, without limitation, the installation, operation and maintenance of standard street lighting luminairs on wood poles and serviced by overhead wiring.

2.30 Point of Delivery:

Means, unless otherwise specified in an accepted application for Service or an agreement or contract, the point at which the Facilities required to provide Service are connected to Customer Facilities

2.31 Primary Service:

Means service of Electricity provided by the Corporation at primary voltage levels to an end-use Customer, with all secondary transformation and distribution provided by the Customer.

2.32 Private Area Lighting Service:

Means Service involving the supply of Electricity to off-street and area lighting by the Corporation in communities serviced by the Corporation and may include the purchase, installation and energizing of the area lighting.

2.33 Rate Schedules:

Means the schedules of regulated rates prepared by the Corporation pursuant to the *Public Utilities Act*, as amended from time to time.

2.34 Residential Service:

Means Service to a detached single family dwelling or an individual unit in a multiple unit dwelling where Service is provided to the unit through a single meter, which does not serve another unit in the multiple unit dwelling. To be classified as Residential the detached single family dwelling or individual unit in a Multiple Unit Dwelling must be used exclusively as a residence and must not be used for Industrial, Wholesale, or General Service purposes.

2.35 Seasonal Service:

Means Service that in the sole opinion of the Corporation acting reasonably is anticipated to be repeatedly connected and disconnected at the Customer's request on a seasonal basis.

2.36 Service:

Means the delivery of Energy or the making available of Energy for delivery at the Point of Delivery.

2.37 Short Term Temporary Service:

Means Service that in the sole opinion of the Corporation acting reasonably will be required for a period of 12 months or less, and subsequently will not be required again for a period of at least 12 months.

2.38 Temporary Construction Service:

Means Service provided during the construction or renovation of a building by way of a meter situated in a temporary location.

2.39 TMI:

Means a Time and Materials Invoice used to bill for costs incurred for work undertaken by the Corporation in relation to a maintenance agreement or other arrangement between a Customer and the Corporation.

2.40 User Pay Customer:

Means a Residential Service Customer occupying, as a tenant, a dwelling owned or leased by the Northwest Territories Housing Corporation.

2.41 Wholesale:

Means a Customer that is a business whose primary purpose is to distribute and re-sell electricity purchased from the Corporation.

3.0 Agreement

3.1 Application:

These Terms apply to the Corporation and to every Applicant and Customer.

3.2 Contract:

Notwithstanding the provisions of Section 3.1, and subject to approval by the Board, the Corporation may enter into a contract with a Customer specifying the terms and conditions of Service, which may vary from and supersede these

Terms.

3.3 Resale:

Without the prior written consent of the Corporation, a Customer may not sell, exchange or otherwise dispose of Energy provided by the Corporation.

3.4 Ownership:

The Corporation retains ownership of all facilities used to provide Service to a Customer, whether or not facilities are located on lands owned by the Corporation, and whether or not the capital cost of such facilities were in whole or in part paid by the Customer.

Unless a contract between the Corporation and the Customer specifically provides otherwise, payment made by a Customer for costs incurred by the Corporation in installing facilities does not entitle the Customer to ownership of any such facilities.

3.5 Customer Generation:

A Customer must sign an agreement with the Corporation if the Customer wishes to use Service:

a) in parallel operation with; or

b) as supplementary, auxiliary or stand-by Service to any other source of Energy.

The Corporation will provide retail stand-by service to back-up customer self-generation where surplus capacity is available. Rates for such service shall be established by the Board provided however that self-generation customers utilizing intermittent renewable generation are exempt from payment of the standby service charge.

3.6 Net Metering Service:

Non-Government Customers in all rate zones and Municipal Government

Customers in the Thermal Zone who install Intermittent Renewable Generation may be eligible for the Net Metering Program provided the Corporation is satisfied that metering, billing and other requirements of the program can be met.

Inflows of electricity from the Corporation's system to the Customer, and outflows of electricity from the Customer's generating facility to the Corporation's system, will be determined by means of a single meter capable of measuring flows of electricity in both directions. Alternatively, the Corporation may be required that separate meters be installed to measure inflows and outflows of electricity.

Meter reading and billing frequency will be in accordance with the Corporation's Rate Schedules as reviewed and approved by the NWT Public Utilities Board from time to time. At the end of each billing period the Corporation will determine the "Monthly Net Energy" applicable for that billing period, defined as the difference between the electricity supplied by the Corporation to the Customer during the billing period and the electricity delivered from the Generating Facility to the Corporation's system during the billing period.

In any month, if Monthly Net Energy is zero or negative (i.e., the customer in total delivered more electricity to the Corporation's system than the customer consumed supplied by the Corporation), the Corporation will credit the Monthly Net Energy amount to the customer's account (the "banked balance") and the customer will not be charged any Energy Charge for the month.

If in any month the Monthly Net Energy is positive (i.e., the customer in total consumed more energy supplied by the Corporation than the customer delivered to the Corporation's system), then the Corporation will apply energy units from the banked balance (if any) as credits against the monthly Net Energy amount. In the event the banked balance exceeds the monthly Net Energy, the Net Energy will be fully offset by banked balance and the customer will not be charged any Energy Charge for the month. If the Monthly Net Energy exceeds the banked balance, then the full banked balance will be applied as credits against the Monthly Net Energy and only the residual Monthly Net Energy which was not

offset by banked balance credits will be billed to the Customer in that month at the applicable retail rate.

Any banked balances that exist at year-end (March 31) will be reset to a zero balance.

3.7 Frequency and Voltage Levels:

The Corporation will make all reasonable efforts to supply Electricity at 60-Hertz alternating current. The voltage levels and variations will comply with those specified as "standard" by the Canadian Standards Association. Not all standard voltages may be available at a particular location.

4.0 Application for Service

4.1 General:

To enable the Corporation to provide the requested Service, an Applicant may be required by the Corporation to supply information either verbally or in writing respecting their Connected Load, preferred supply conditions, lot number or street address, location of building on lot, and any other pertinent information requested by the Corporation, such as credit history or references. An Applicant shall be required to sign a Customer Service Order (CSO) or enter into a written contract for Service.

For a new electric Service location, the Customer must ensure that the Corporation has received each applicable permit and connection authorization directly from the applicable Electrical Safety Division of the Government of the Northwest Territories.

Before connecting any Service, the Corporation will inform the Applicant if there are any special conditions that must be satisfied and the satisfaction of any such conditions shall be a precondition to the Corporation commencing Service.

Notwithstanding anything in section 4.1, whether or not a Customer has signed a Customer Service Order or contract for Service, these Terms and Conditions and the rates applicable to the Service supplied by the Corporation will apply to any

Customer receiving Service from the Corporation.

4.2 TMI Deposit:

Where an Applicant or Customer are required by these Terms and Conditions to pay a TMI Deposit, the TMI Deposit will be determined in accordance with the Miscellaneous Fees/Charges set out in Schedule “C”.

4.3 Service Connection:

Where the Corporation does not have linemen based in a community, a Service connection in the Community will be completed during the Corporation’s next scheduled maintenance work in the community following the date that the Corporation agrees to provide the Service connection.

If the Customer requests that Service commence earlier than the Corporation’s next scheduled maintenance work in the Community, the Customer will be required to sign a TMI for the cost, as estimated by the Corporation, of connecting the Service at an earlier date, and must provide a TMI Deposit prior to the date any work respecting the Service connection is commenced by the Corporation. After the work is completed, the Corporation will make any adjustments necessary to the TMI to reflect the Corporation’s actual cost of performing the work. The Customer will pay any additional amounts owing under the TMI, or the Corporation will refund any excess amounts paid by the Customer, as applicable. The Corporation will not commence providing Service until all amounts owing to the Corporation under the TMI are paid in full.

4.4 Short-Term Temporary Service:

Where an Applicant requests Short-Term Temporary Service, or the Corporation in its sole discretion acting reasonably, believes that Service requested by an Applicant will be Short-Term Temporary Service, the Applicant shall, prior to the Corporation commencing any work on the Service connection, pay the Corporation's total cost as estimated by the Corporation of installation and removal of the required Corporation Facilities, plus the cost of unsalvageable material as follows**:**

a) At the time the Applicant submits request for Service, the Applicant must sign a TMI and provide a TMI deposit.

b) Following the termination of Service the Customer shall be reimbursed or invoiced for the difference between the TMI deposit paid and the aggregate of the actual cost of construction, plus the cost of unsalvageable material, plus the removal costs as estimated by the Corporation.

c) Following the removal of the Corporation Facilities required to provide Service to the Customer, the Customer will be reimbursed or invoiced for the difference between the estimated costs and the actual Corporation Facilities removal costs.

4.5 Rejection of Application for Service:

The Corporation may, in its sole discretion acting reasonably, reject any Applicant for Service when:

a) the type or quantity of Service requested is not available or normally provided by the Corporation in the locality where Service is requested;

b) the Applicant or Customer does not have currently in force all permits or other authorization that may be required for the connection;

c) the Corporation determines at its sole discretion acting reasonably that the Applicant is not credit-worthy, or a previous or other account held by the Applicant with the Corporation is in arrears;

d) the Applicant fails to provide a security deposit or letter of credit from a suitable institution in a form and substance acceptable to the Corporation;

e) the Corporation requires a separate contract due to the unique nature of service conditions;

f) any representation made by any Applicant to the Corporation for the purpose of obtaining Service is, in the Corporation's opinion acting reasonably, fraudulent or misleading; or

g). the Applicant has not, after being requested by the Corporation to do so, provided a signed written Customer Service Order or contract for service,

or has refused to sign these documents**.**

5.0 Charges for Service

5.1 Connection Fee:

Whenever a Service connection is made, the Customer shall pay a non-refundable connection fee as set out in Schedule “C”.

If the Corporation agrees to make a connection other than during the Corporation's normal schedule for such work, the Corporation may charge by way of a TMI in addition to the amount set out in Schedule “C” its cost to make the connection, but in no event may the Corporation charge in excess of the Corporation’s actual cost to make the connection.

The connection fee will be included in the Customer's first billing.

5.2 Reconnection:

When the Corporation receives an Application for the relocation of Service or is requested to reconnect or restore Service to a Customer whose Service was previously discontinued by the Customer, terminated by the Corporation or restricted by a current-limiting device, the Customer shall pay:

a) all amounts owing to the Corporation, which shall include, if reconnection occurs within 12 months and billed at rates where Demand Charges apply, the Demand Charge in effect immediately prior to disconnection for each month of the interval between disconnection and reconnection;
b) a reconnection charge as per Schedule “C” attached hereto if the reconnection is made during the Corporation's normal schedule for such work, or in any other case, an amount not exceeding the Corporation's actual cost of reconnection; and
c) the security deposit required under Sections 5.7 and 5.8.

Where a metered service has been disconnected for a continuous period of 90 days or more, the Corporation in its sole discretion acting reasonably may require

an electrical inspection of the Customer Facilities at the Customer's sole expense.

5.3 Application of Rate Schedules:

The Customer shall pay the charges for Service as set forth and contained in the applicable Rate Schedules in effect from time to time.

Where a Customer is receiving service for both Residential and General Services, the General Service rate applicable in the Service area will be charged in respect of all Energy provided to the Customer at the Customer's Point of Delivery. Provided, however, that if the customer installs, to the Corporation's satisfaction, separate meters to record the amount of Energy used for each of Residential and General Services, then the Corporation's applicable General Service rate will apply to the energy consumed under General Service and the Corporation's applicable Residential Service Rate will apply to the Energy consumed under Residential Service.

Residential Service rates applicable in the Service area will apply to Temporary Construction Service where a Customer is building his/her own single family residence.

General Service rates applicable in the Service area will be applied to Temporary Construction Service provided to a contractor/developer for the building of homes other than the contractor's/developer's private residence. General Service rates applicable in the Service area will be applied to Temporary Construction Service respecting non-residential construction projects.

5.4 Power Amplifier Boxes:

Service provided for power amplifier boxes shall be billed at the General Service rate applicable in the service area assuming continuous use of the power amplifier box at its maximum rated consumption. At the Customer's request, and after the Customer has installed a CSA approved meter receptacle, the Corporation will install a meter. Power Amplifier Boxes affixed to Corporation's

Facilities are a Joint Use Service and shall be charged for in accordance with Section 8.0. Service provided in respect of the power amplifier box will be billed based on actual consumption recorded by the meter.

5.5 Power Bill Copying Charge:

The Customer will be subject to a fee for being provided an additional copy of a power bill, including any related documentation. The charge for providing this service is set out in Schedule “C”.

5.6 Change in Service Requirements:

Where the purpose for which a Customer uses all or a portion of the Service provided by the Corporation changes from one classification to another, the Customer will immediately notify the Corporation of the change. When the Corporation is so notified, or when the Corporation believes on reasonable grounds that the purpose has changed, the Corporation will calculate the Customer’s bill on the basis of the rate which the Corporation, acting reasonably in the circumstances, determines to be applicable to the Service commencing in the next billing period.

5.7 Security Deposit:

The Corporation shall require a security deposit as a pre-condition to Service or an increase to an existing security deposit where:

a) credit worthiness has not been established by an Applicant for Service to the satisfaction of the Corporation;
b) accounts are in arrears for previous Service to the Applicant by the Corporation;
c) Service is to be reconnected which has been discontinued for reasons of non-payment of accounts;
d) the Service to be provided will be Short-Term Temporary Service; or
e) the Customer is the subject of bankruptcy, insolvency or a similar proceeding, enters into receivership, or ceases to be a corporate entity.

5.8 Amount of Security Deposit:

A security deposit, when payable, shall be in a form and substance acceptable to the Corporation in the following amounts:

a) Residential Service:

For Customers with less than one year of previous billing history with the Corporation, an amount as set out in Schedule “C”.

As an alternative to a security deposit, the Corporation may, at its sole discretion acting reasonably, accept from an Applicant for Residential Service proof of a good credit history from a utility service within the last 12 months or a letter attesting to the Customer’s good credit history from a chartered bank.

b) User Pay Customer:

For User Pay Customers, an amount set out in Schedule “C”.

c) General, Short-Term Temporary, Industrial and Wholesale Customers Service:

For a Customer at a location or Point of Delivery with less than one year of previous billing history with the Corporation, an amount, as estimated by the Corporation, equal to the sum of the billings for the two months during which the Corporation forecasts the highest consumption of Energy at the Customer’s Service location during the next 12 month period.

For a Customer at a location with at least one year of previous billing history with the Corporation, an amount, as calculated by the Corporation, equal to the sum of the billings for the two months having the highest Energy consumption during the most recent 12 month period.

As an alternative to a security deposit, the Corporation, at its sole discretion acting reasonably, may accept from an Applicant an irrevocable letter of credit from a Canadian chartered bank.

The Corporation has the right to immediately issue a 48 hour notice of disconnection to a Customer if the Customer's cheque for a security deposit is not honored by the Customer's financial institution.

5.9 Interest and Refund of Deposits:

The Corporation will pay simple interest on the security deposit from the date the deposit is paid, at an annual rate of interest equal to the daily interest savings rate in effect at the end of each month as posted by the Bank of Nova Scotia. Such interest will be credited monthly to the Customer's security deposit account for each full month that the security deposit is held by the Corporation.

A Customer's security deposit will be refunded after 1 year of good credit history with the Corporation, or when the Customer is disconnected from Service other than for default in payment of accounts. Security deposits will be returned to the Customer by way of credit to the Customer's account.

5.10 Use of Security Deposits

If a Customer fails to pay an amount billed, and collection action has been initiated by the Corporation, the Corporation may apply all or any portion of a Customer's security deposit toward payment of the amount(s) in arrears, including interest.

When the Corporation has taken this step, the Customer may be required to pay a security deposit as required under Sections 5.7 and 5.8, or to pay to the Corporation the amount deducted from the Customer's security deposit.

Upon termination of Service, the Corporation may apply all or any portion of a Customer's Security Deposit, including interest, toward payment of any amount due and owing by that Customer.

5.11 Unclaimed Security Deposits:

If the Corporation is unable to locate the Customer to whom a security deposit is

payable and the security deposit remains unclaimed for six (6) years from the date the Customer was disconnected from Service, then the deposit becomes the property of the Corporation immediately after the six (6) year period has expired.

6.0 Municipal Street Lighting Service

6.1 Street Lighting Service Conditions:

The Corporation shall be responsible for the provision of Energy to the street light luminairs. The Corporation shall also be responsible for normal maintenance of the luminairs, photo electric cell replacement and lens cleaning and replacement. The Corporation shall not be responsible for excessive damage due to vandalism. (see Section 6.3 below)

6.2 Maintenance Adjustment:

Upon being notified in writing of an outage of a luminair:

a) Where the Corporation has linemen based in the community in which the outage occurred, the Corporation will use reasonable efforts to carry out maintenance to restore Service within one week of having received such notice. Should the Corporation be unable to carry out the maintenance required to restore the luminair within one week of having received written notice, a credit towards the monthly rental applicable to the luminair shall be given by the Corporation to the Customer based on the length of the outage.

b) Where the Corporation does not have linemen based in the community maintenance will be carried out during the next regularly scheduled maintenance trip to the community following the Corporation's receipt of such notice. If the Corporation has been unable to carry out the maintenance required to restore the luminair within three (3) months after being notified of the outage, a credit towards the monthly rental applicable to the luminair shall be given by the Corporation to the Customer based upon the length of the outage.

c) If a Customer requests that the Corporation carry out maintenance work prior to the Corporation's next regularly scheduled maintenance trip, the Customer will be billed for the Corporation's costs of performing such maintenance by way of a TMI, and a TMI deposit must be paid by the Customer before maintenance work will commence. After the maintenance work is complete, the Customer will be invoiced or refunded the difference between the Corporation's actual cost to complete the maintenance work and the TMI deposit.

6.3 Vandalism:

The Corporation will absorb the maintenance costs associated with the repair of vandalized luminairs to a maximum annually in each community of one luminair or 1% of the total number of luminairs in the community, whichever is greater.

Repetitive breakage or extreme breakage at one time shall not be absorbed by the Corporation. Vandalism of this type shall be reported to the Local Authority, outlining the extent of the damage and the estimated cost of repair. Providing the Local Authority agrees in writing to absorb these costs, the Corporation shall effect repairs and restore Service. Otherwise, the street light luminair(s) shall be removed and billing shall be immediately discontinued.

6.4 Application for Street Lighting Service:

Municipal Corporations requesting municipal Street Lighting Service shall do so in writing to the appropriate Corporation office. The request shall specify the number, type and size (Watts) of luminairs required, and be accompanied by a suitable plan indicating the location where each luminair is to be installed. The Corporation shall not bear any responsibility in regard to the adequacy of lighting resulting from the number, type and size of luminairs requested.

The Corporation shall review the Municipal Corporation's request and advise the Municipal Corporation in writing of present charges for the Street Lighting Service requested and if any additional charges shall be applied due to unusual installation circumstances (see Section 6.6).

6.5 Installation:

Upon receiving written approval from the appropriate authority to proceed, the Corporation shall purchase, install and energize the street light luminairs at a time during the normal course of its maintenance schedules. Billing shall commence immediately after the installation is completed.

6.6 Non-Standard Service:

Charges for Street Lighting Service are based upon the installation of luminairs on existing wood poles provided for distribution of overhead Service in the community. Should additional wood poles, transformers, secondaries or other facilities be required, the cost of providing and installing the additional facilities is the responsibility of the Customer.

Should non-wood poles and/or underground wiring be required, this may be done by the Corporation at the cost of the Customer.

7.0 Private Area Lighting Service

7.1 Application for Service:

Customers requesting Private Area Lighting Service shall do so in writing to an appropriate office of the Corporation. The request shall specify the number, type and size (Watts) of luminairs required and be accompanied by a suitable plan indicating the location where each luminair is to be installed and identifying the Customer's power source for each fixture. The Customer is responsible for ensuring that the Corporation has received all applicable permits and connection authorization directly from the applicable Electrical/Mechanical Safety Division of the Government of the Northwest Territories.

7.2 Installation:

The Corporation shall review the Customer's request and advise in writing, in a timely manner, the estimated cost of providing this installation.

Upon receiving payment for the estimated cost of the installation, in advance,

from the Customer, the Corporation shall purchase, install and energize the area lighting. Any difference between the estimated cost and the actual cost incurred by the Corporation shall be either invoiced or refunded to the Customer.

Power supply for Private Area Lighting Service may be from the Customer's metered distribution panel, or at the option of the Corporation, from a separate power supply.

7.3 Rates Classification:

Where separate metering is in place for Private Area Lighting Service, the rate classification shall be that associated with the classification of Service being provided to the Customer.

Where the Private Area Lighting Service is not metered, the Corporation will charge monthly fixed rates as determined in accordance with its Rates Schedules.

7.4 Ownership:

The Corporation shall not purchase, lease, or otherwise become the owner of Private Area Lighting Facilities. Subject to Section 7.5 the Customer shall be responsible for all maintenance of the Facilities.

7.5 Maintenance:

The Corporation may enter into a maintenance agreement for facilities for Private Area Lighting Service provided that the Customer signs a TMI and provides a TMI Deposit as set out in Schedule “C” prior to maintenance work commencing. Any difference between the TMI Deposit paid and the actual cost incurred by the Corporation shall be either invoiced or refunded to the Customer.

8.0 Joint Use Service

Joint Use Service shall, by separate agreement, be made available to electrical or communication utilities in areas in which the Corporation provides Service, for leasing of space on existing Corporation transmission and distribution poles,

where sufficient space is available, and in accordance with specific terms and conditions outlined in a contract with each Joint Use Service Customer.

9.0 Service Conditions

9.1 Point of Delivery:

Any Point of Delivery for Service shall be at a location approved by the Corporation.

When metering is appropriate, Service shall be provided to the Customer through a single meter and each individual unit within a multiple dwelling building will be served as a separate Point of Delivery, unless the Corporation agrees otherwise.

Where the Corporation and a Customer have agreed that Service to a Multiple Unit Dwelling shall be delivered through a single Point of Delivery, the applicable General Service rates will apply to the Service.

All meters and associated equipment connected to the Point of Delivery shall be owned and maintained by the Corporation.

9.2 Mobile Homes and Multiple Unit Dwellings:

Service shall normally be provided to mobile homes and units of a Multiple Unit Dwelling through separate Points of Delivery, based on the applicable Residential Service rates.

Where a common Point of Delivery exists for a number of mobile homes or units of Multiple Unit Dwelling, billing shall be at the applicable General Service rates.

Service provided to common use areas (e.g., laundry facilities) for a number of mobile homes or units of Multiple Unit Dwelling shall be separately metered and billed at the applicable General Service rates.

9.3 Customer Facilities:

The Customer shall, at his own cost, provide and maintain, in good repair and

condition, in a location, approved by the Corporation, suitable accommodation for the Corporation Facilities required for the supply of Service at the Point of Delivery. All Customer Facilities from the Point of Delivery into the Customer's premises shall be provided and maintained by the Customer in accordance with applicable statutes, regulations, standards and codes and any directions given by the Corporation. The Customer shall be responsible for providing suitable devices to protect the Customer's service entrance and equipment connected thereto from overload, single phasing and abnormal voltage or supply conditions.

The Corporation is entitled to limit the size and nature of equipment installed by a Customer at a service location in order to control voltage fluctuations if, in the Corporation's opinion, acting reasonably the equipment could adversely affect the Corporation's Facilities or operations.

9.4 Interference:

The Customer shall not interfere with any Corporation Facilities.

The Customer shall permit the Corporation to manage vegetation on the property owned or controlled by the Customer to maintain proper clearances and reduce the risk of contact with the Corporation's Facilities.

9.5 Delay in Taking Service:

If, with respect to an application to extend Corporation Facilities to any Point of Delivery, the Corporation has reason to believe that the provision of Service to that Point of Delivery will not be taken within 30 days after Service is available, then the Customer shall pay, as a precondition of Service to such Point of Delivery, the amount of the Maximum Corporation Investment as determined in accordance with Schedule "A" for the type of Service provided.

Upon commencement of Service and payment by the Customer for Service, the additional amount paid by the Customer on account of the Maximum Corporation Investment shall be refunded.

9.6 Customer Extensions

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

9.7 Extension of Service

Subject to Section 9.6 of these Terms and Conditions, if the Corporation's estimated cost of extending Customer Facilities at the request of a Customer is less than the Maximum Corporation Investment specified in Schedule "A" for the type of service provided, the Customer will not be required to make any construction contribution. In all other cases, an agreement providing for payment of the extension charges in excess of the Maximum Corporation Investment in respect of such extension, calculated in accordance with Schedule "A", shall be a precondition to the Corporation's commencement of work on such extension.

If the Corporation determines that it is necessary to install Corporation Facilities to provide a requested Service that are different from the Facilities that the Corporation typically installs to provide Service, the Customer will pay the costs for such materials and equipment.

9.8 Underground Service Extensions:

The extension of underground distribution facilities shall be undertaken subject to the conditions set out in Schedule "B" and shall be subject to the Maximum Corporation Investment and required Customer Construction Contribution as determined in accordance with Schedule "A".

9.9 Conversion from Overhead to Underground Service:

When a Customer requests that existing Corporation Facilities be converted from overhead to underground, the Customer shall pay, in advance, the estimated cost to be incurred by the Corporation in connection with the conversion, including but not limited to the following:

a) the original capital cost of the existing Corporation Facilities being removed, less accumulated depreciation; plus

b) the estimated cost of removing the existing Corporation Facilities, less the estimated salvage value; plus

c) the estimated cost for the installation of the new underground Corporation Facilities, less any applicable increase in the Maximum Corporation Investment calculated in accordance with Schedule "A".

Any difference between actual and estimated costs shall be invoiced or refunded to the Customer without interest.

9.10 Relocation of Facilities:

If the Customer wishes to relocate any Corporation Facilities, the Customer shall provide an alternate location and valid permit satisfactory to the Corporation and shall pay to the Corporation, in advance, the estimated costs of the relocation. Upon completion of the relocation, any difference between the actual and the estimated costs shall be invoiced or refunded to the Customer.

10.0 Rights of Way and Access to Facilities

10.1 Easements:

The Customer shall grant, or cause to be granted, to the Corporation, without cost to the Corporation, such easements or rights-of-way over, upon or under the property owned or controlled by the Customer as the Corporation reasonably requires to provide Service to such Customer.

10.2 Right of Entry:

The Corporation's employees or agents shall have the right to enter a Customer's property with the exception of residential areas at all reasonable times for the purpose of installing, maintaining, monitoring and removing the Corporation's Facilities and for any other purpose incidental to the provision of Service.

The Corporation shall have the right to enter a Customer’s property at any time for the purpose of dealing with any emergency situation relating to or posing a threat to persons, property, Corporation Facilities, and/or the provision of Service.

After termination of the Service to any Customer, the Corporation shall have the right, at reasonable times, to enter onto the Customer's land and premises to remove the Corporation's Facilities.

The Customer shall provide the Corporation with reasonable access to Corporation Facilities located on the Customer's property.

10.3 Access to Meters

The Customer shall provide and maintain reasonable access to the Corporation to all metering equipment for the purpose of changing, servicing and reading such equipment. Where the Customer's Service address or location is generally locked during normal business hours, the Customer shall provide the Corporation with a key to permit access to the meter.

If the Corporation informs a Customer that reasonable access to metering equipment is not being provided, then the Customer must take immediate action to remedy the situation. If the Customer fails to remedy the situation within a reasonable time the Corporation, at its sole discretion may estimate consumption until the situation has been remedied in which case the Customer shall be billed on the basis of the Corporation's estimates; or

a) remedy the situation on behalf of the Customer and apply the costs to the Customer's next regular billing; or
b) discontinue Service in accordance with Section 16 of these Terms and Conditions of Service.

11.0 Metering

11.1 Installation:

The Corporation shall provide, install and seal all meters necessary for any measurement in connection with the Service supplied to a Customer, unless otherwise specifically provided in a contract with the Customer.

Any metering equipment used by the Corporation shall be installed, connected, operated and tested in accordance with the applicable statutes, regulations, standards, and codes.

Each Customer shall provide and install a Measurements Canada approved meter receptacle or other facilities suitable for the installation of the Corporation's meter or metering equipment.

The Corporation may replace meters from time to time at its discretion.

11.2 Location:

The Corporation and the Customer will determine a reasonable location for a meter, and the Customer will make the location available for the installation of the meter.

In selecting a meter location, the parties will, among other things, have regard for applicable statutes, regulations, standards and codes, the type of Service required and convenience of access to the meter. The Customer will ensure that the meter is reasonably accessible to The Corporation.

Meter receptacles shall be installed on the exterior of single family detached and Multiple Unit Dwellings, row housing and other similar dwellings. Where more than one meter is to be installed, the meters shall be grouped in a suitable location on the exterior of the building.

Meter receptacles shall also be installed on the exterior of buildings that are closed during normal working hours such as churches, arenas, sewage stations, summer cottages, seasonal commercial buildings, etc.

Meter receptacles shall not be installed in locations that are not readily accessible or likely to become inaccessible by the construction of fences, garages, or other types of structures.

Meter receptacles installed on the exterior of buildings shall be located and

maintained at a point not less than 1.6 metres or more than 1.8 metres above finished grade (measurement taken to meter face).

Meter receptacles installed in pedestals for trailer courts or parks shall be located at a point not less than 1.6 metres or more than 1.8 metres above finished grade (measurement taken to meter face). In the case of single meter pedestals, the meter receptacle shall be installed such that it faces the road.

Meter receptacles may be installed indoors for Customers receiving General Service unless they are components of approved metering modules and shall be installed at a height not less than 1.2 metres or more than 1.8 metres above the finished floor (measurement taken to meter face).

Meter receptacles installed on switchboards in multiple unit dwellings may be installed at a minimum height of 45 cm above the finished floor provided that the room in which the switchboard is located is used solely as a mechanical or electrical room. 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 Electrical Code and any other applicable legislation.

If the Corporation informs a Customer that meter receptacles have not been installed and maintained within these guidelines, then the Customer must take immediate action to remedy the situation. The Corporation may discontinue Service to a Customer if the Customer fails to remedy the situation within the time provided for in the notice to the Customer, or the Corporation may, following notice to the Customer, move the meter to a location acceptable to the Corporation and include the costs associated with moving the meter to the Customer's next regular bill.

11.3 Meter Tests and Adjustments:

A meter may be inspected by the Corporation at any reasonable time, and shall be inspected and tested upon the written request of a Customer, provided the request is accompanied by a Meter Accuracy Test Deposit as set out in Schedule

"C". Meters shall be tested or calibrated by an official designated by the Department of Measurement Canada and Corporate Affairs (Canada) or such other government department as may from time to time be charged with that responsibility.

In the event that the test of the meter discloses that it is not accurate within the limits prescribed by the *Electricity and Gas Inspection Act* S.C. 1980-81-82-83, the Meter Accuracy Test Deposit paid by the Customer shall be refunded to the Customer and the billings to the Customer based upon readings of the inaccurate meter shall be adjusted to correct for the error. Unless an examination of past meter readings or other information discloses the time at which the error commenced, then the error shall be deemed to have commenced on the date which is three months prior to the date of the testing of the meter or the date upon which the meter was installed or last tested, whichever occurred later.

In the event that the test of the meter discloses that it is accurate within the limits prescribed by the *Electricity and Gas Inspection Act* S.C. 1980-81-82-83, and regulations, standards or guidelines thereunder, The Corporation shall charge the Customer the Meter Accuracy Test Fee set out in Schedule "C" equal to the Corporation's actual cost of having the meter tested less the Meter Accuracy Test Deposit paid by the Customer.

11.4 <u>Energy or Demand Diversion:</u>

If under any circumstance a person prevents a meter from accurately recording the total Demand or Energy supplied, the Corporation may disconnect the Service without notice and take other appropriate actions.

The Corporation may then estimate the Demand and amount of Energy supplied but not registered at the Point of Delivery. The Customer shall pay the Corporation for the cost of the estimated Demand and Energy consumption plus all costs related to the investigation and resolution of the Service diversion.

12.0 Meter Reading and Billing

12.1 Meter Readings and Estimates:

In the case of metered Services, the invoices for Service provided to the Customer shall be based upon actual meter readings. In circumstances where the Corporation is not able to obtain meter readings for any reason including, without limitation, locked doors, weather conditions, vandalized equipment, or equipment failure, invoices for Service shall be based upon meter readings estimated by the Corporation. These estimates will be adjusted if and when actual meter readings are obtained.

Should the meter reading be disputed, the Customer shall pay the amount described as owing in the invoice. Upon certification of the meter reading, the Corporation will make all necessary adjustments.

12.2 Billing Adjustment:

Notwithstanding that bills are required to be paid in full, the following billing adjustments shall apply.

a) Over-billing:

The Corporation will refund to the Customer any amount which the Corporation incorrectly collected for the entire duration of the over-billing on the Customer's next bill following the discovery of the over-billing. If the duration of the over-billing cannot be determined with reasonable accuracy, the amount refunded will be the amount of the over-billing for the 3 months prior to the discovery of the over-billing.

b) Under-billing:

The Corporation will invoice the Customer for any amount which the Corporation incorrectly did not collect from the Customer for the entire duration of the under-billing, up to a maximum period of 12 months. If the duration of the under-billing cannot be determined with reasonable accuracy, the amount invoiced will be the amount of the under-billing for the 3 months prior to discovery of the under-billing.

Notwithstanding the above; the adjustment period for under-billing will be for the entire period, regardless of the length of time, if the Customer has tampered with the meter or the Corporation Facilities, or has otherwise used Service provided by the Corporation in an unauthorized way.

If an instance of under-billing to a Customer's account is due to negligence or willful misconduct on the part of the Corporation, no adjustments will be made to the Customer's account for that instance of under-billing.

In all cases of adjustments to under-billed accounts, The Corporation shall determine reasonable terms of repayment. The repayment shall be interest free and in equal installments corresponding to the Corporation's normal billing cycle. Section 12.6 of these Terms dealing with late payment charges will apply if the repayment schedule is not adhered to.

Adjustments for over-billing or under-billing will not be made to closed accounts with positive or negative balances of $5.00 or less.

12.3 Payment of Accounts:

Accounts in respect of charges for Service shall be sent on a monthly basis to Customers by the Corporation and the accounts become payable in full:

a) where the accounts are delivered by hand to the Customer the day they are so delivered; or
b) where the accounts are sent by mail, fax or electronically, to the Customer, 21 days following the billing date on the invoice;.

Failure to receive a bill does not relieve a Customer from the obligation to pay the amount owing for any Service provided by the Corporation. Late charges shall apply pursuant to Section 12.6 of these Terms.

Should any billing by the Corporation be disputed, the Customer shall pay the full amount described as owing in the invoice. Upon certification of the billed amounts, the Corporation will make all necessary adjustments.

In addition to payments for Service, the Customer is required to pay to the Corporation the amount of any tax or assessment levied by any tax authority on Service provided to the Customer (e.g., Goods and Services Tax).

Partial payments on an account will be applied to the unpaid amounts outstanding on the oldest bills first. Partial payment by a Customer in no way eliminates the Customer's requirement to pay the total unpaid amount outstanding on a power bill.

12.4 Collections Administration Fee:

The Corporation shall commence collection action when accounts are past due. When collection action is initiated, the Administration Fee for Commencing Collection Action set out in Schedule "C" may be assessed for initiating the collection action to the Customer's account to partially recover the administrative cost of said action.

12.5 Proration of Initial and Final Billings:

An amount payable to the Corporation for a Customer Service Charge, Demand Charge or Facilities Charge will not be pro-rated. These charges shall be applied in full for any initial or final billings. The Corporation may, at its sole discretion, choose to waive these charges for billings of less than seven days where there has been no consumption of electricity by the Customer.

Final Billing charges totalling less than $5.00 will not be billed to a Customer.

12.6 Late Payment Charge:

The Corporation shall, in addition to other charges, impose a late payment charge computed at a rate of one and one-half (1 1/2) per cent per month (19.562% per year) on the balance in arrears, for accounts which are not paid

within 7 days after the account becomes payable.

12.7 Dishonoured Payments:

An additional administrative charge equivalent to that charged by Chartered Banks may be assessed to reflect the administrative cost of processing any dishonoured payment. Dishonoured payments include cheques returned by the Customer's bank for any reason such as non-sufficient funds (NSF), stale dated, body and figures differ, unsigned, closed account, cheque cannot be traced, etc.

Following the receipt of three (3) dishonoured payments from a Customer, the Corporation shall notify the Customer that only cash, a money order or certified cheque will be accepted for payment.

12.8 Outstanding Charges:

The Corporation may add to a Customer's bill charges authorized by these Terms and owing to the Corporation by the Customer, including Construction Contribution, TMI and any charge set out in Schedule “C”.

13.0 Corporation Responsibility and Liability

13.1 Continuous Supply:

The Corporation shall make all reasonable efforts to maintain uninterrupted Service to its Customers, but the Corporation cannot guarantee uninterrupted Service.

Where a plant or any part of a plant malfunctions and the Corporation is unable to supply Service, the Corporation shall, with due regard for cost and circumstance:

a) promptly make repairs; and
b) pending repairs, take all reasonable steps to supply Service from other sources if other sources are reasonably available.

The Corporation shall, whenever possible, give the Customer reasonable notice

of any anticipated interruption of Service and will endeavour to ensure that such interruptions are as short and infrequent as circumstances permit.

13.2 Limitation of Corporation Liability:

The Corporation shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind (including legal and other professional fees and disbursements), whether direct or indirect, which the Customer may suffer, sustain, pay or incur (collectively, "Losses") arising out of or in any way connected with (i) any use of Service by the Customer, or (ii) any failure, defect, fluctuation, reduction or interruption in the provision of Service by the Corporation to the Customer, other than Losses for direct physical loss, injury or damage to a Customer or a Customer's property to the extent resulting directly from the negligent acts or omissions or willful misconduct of the Corporation, its employees or agents).

Notwithstanding any other provision contained in these Terms, the Corporation shall not be liable for any indirect, special, exemplary, punitive or consequential nature, including without limitation loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, loss of opportunity, cost of purchased or replacement capacity or Energy, cost of capital, business interruption, loss of use of any facilities or property, claims of a Customer's customers, contractors or other third parties, or any other similar damage, expense, cost, liability or loss whatsoever.

14.0 Customer Responsibility and Liability

14.1 Required Permits, Licenses and Authorizations:

The Customer shall ensure that all required permits, licences, and authorization are provided to the Corporation prior to:

a) commencement of Service;
b) any change of service requirements at any point of delivery; or
c) commencement of construction of new service extensions.

14.2 Customer's Facilities:

The Customer shall be responsible for the installation and condition of all Customer's Facilities on the Customer's side of the Point of Delivery, except metering or other equipment owned by the Corporation.

14.3 Customer's Installation and Operation:

Any Customer Facilities supplied with Service shall be installed in accordance with the applicable statutes, regulations, standards and codes and only after the Corporation has given its consent and any necessary inspections have been successfully completed such equipment will be operated so as to cause no interference with the Corporation Facilities or with any other Customer's Service. The Customer will be responsible for costs associated with installing, maintaining, repairing and replacing the Customer Facilities.

14.4 Improper Operation or Installation:

Should the Customer fail to comply with Section 14.3, the Corporation may immediately suspend the supply of Service. Service will be recommenced when this failure is remedied to the satisfaction of the Corporation.

14.5 Customer's Protection:

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

14.6 Notice of Service Change:

The Customer shall provide the Corporation with reasonable prior notice of any significant change in the Customer's Connected Load to the Service which is supplied. Notwithstanding any other provision of these Terms, the Corporation shall not be obligated to supply any Demand in excess of that agreed to by the Corporation.

14.7 Damage:

The Customer shall be responsible for all damage caused to Corporation Facilities located on the Customer's premises where the damage is caused by the negligent acts or omissions or wilful misconduct of the Customer or anyone permitted by the Customer to be on the premises. At the Corporation's sole discretion, the costs associated with such damages will either be added to the Customer's regular bill or will be billed on a separate invoice issued to the Customer.

14.8 Changes to Corporation Facilities:

If the Corporation must modify its Corporation 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 original capital cost of the existing Corporation Facilities being removed, less accumulated depreciation and any amount paid by the Customer as a customer contribution toward those Corporation Facilities; plus
b) the Corporation's estimate of the cost of removing the existing Facilities, less the estimated salvage value of those Corporation Facilities; plus
c) the Corporation's estimate of any other costs that may be associated with the removal of the existing Corporation Facilities.

Any difference between the actual costs incurred and the estimated costs shall be refunded or invoiced to the Customer.

14.9 Service Calls:

If the source of a Customer-requested service call is the Customer Facilities, the Customer may be required to sign a TMI and to provide a TMI Deposit prior to any work being undertaken by the Corporation.

Following satisfactory completion of the service call, the Customer will be invoiced or refunded the difference between the TMI Deposit paid and the actual

costs incurred by the Corporation.

If the Corporation responds to a request by the Customer for Service of Customer Facilities, then the Corporation may charge the Customer a service call response fee as set out in Schedule “C”, whether or not the Corporation installs, maintains, repairs, or replaces any Customer Facilities.

15.0 Termination of Service by Customer

15.1 Notice:

Except where otherwise provided in a contract between the Corporation and a Customer, a Customer may, at any time, give the Corporation reasonable written notice, in advance, that the Customer wishes Service to the Point of Delivery terminated. Upon receipt of such notice, the Corporation 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 be liable for all amounts owing in respect of Service provided to the time of such reading.

Where the Customer's account is connected to a third party property and/or asset (e.g., User Pay Customers and the Northwest Territories Housing Corporation), the Corporation will make reasonable efforts to contact the third party.

15.2 Early Restoration:

If permanent Service is terminated at the request of a Customer, whether or not the Service is disconnected by the Corporation, and if the same Customer requests restoration or reconnection of the Service to the premises on the same rate classification (or any replacement thereof) within 12 months, the Corporation shall require the Customer to pay the greater of:

a) the expenses the Corporation incurred in making the restoration or reconnection of the Service; or
b) the sum of the Demand charges which would have been paid by the Customer between the time of termination and the time of restoration or

reconnection of the Service on the applicable rate.

16.0 Termination of Service by Corporation

16.1 Reasons of Safety:

The Corporation may, without notice, terminate Service to a Customer where, in the Corporation's opinion acting reasonably:

a) the Customer's equipment or premises are unsafe or may become dangerous to life or property;
b) the use of the Service may cause damage to the Corporation's Facilities, or interfere with, or disturb Service to any other Customer; or
c) the Customer Facilities or any equipment of the Customer fail to comply with applicable statutes, regulations, standards and codes.

The Corporation will reconnect the Service when the safety problem is resolved, the Customer has provided the Corporation with an electrical inspection report of the Customer Facilities at the Customer's sole expense, the Corporation, acting reasonably, has approved such inspection report and the Customer has provided, or paid the Corporation'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.

16.2 Without Notice:

The Corporation may, without notice, terminate a Customer's Service or install a current-limiting device to restrict the Service to such Customer where:

a) the Customer is subject of bankrupt, insolvency or a similar proceeding, enters into receivership, or ceases to be a corporate entity;
b) in the Corporation's opinion acting reasonably, tampering has occurred with any equipment used to provide Service, any meters, any seals, or any other Corporation Facilities;
c) the Customer makes fraudulent use of the Service being provided; or
d) the Customer changes Service requirements without the permission of the

Corporation.

16.3 Non-payment:

Where accounts are not paid by a Customer within 7 days after the accounts become payable (a total of 28 days after the billing date), the Corporation may give a 48-hour notice of disconnection of Service, in writing to the Customer. Where accounts are not paid before the expiration of such notice, the Corporation may forthwith disconnect the Customer from Service.

Where the payment is received prior to the disconnection being completed is ultimately determined to be a dishonoured payment, the Corporation will not be required to initiate a second 48-hour disconnection notice and may proceed with disconnection action as appropriate.

Where accounts are not paid by a Customer before the expiration of a notice given to the Customer pursuant to this section, the Corporation may forthwith disconnect the Customer from Service and may refuse to reconnect the Customer for Service until the accounts in arrears, a security deposit payable under Sections 5.7 and 5.8, and a reconnection fee as set out in Schedule “C” are fully paid. As an alternative to disconnection during winter months, the Corporation may, at its sole discretion acting reasonably, install a device to limit the electricity available to the Customer.

16.4 Removal of Facilities:

Upon termination of Service, the Corporation shall be entitled to remove any of the Corporation Facilities located upon the property of the Customer and to enter upon the Customer's property for that purpose.

17.0 Miscellaneous

17.1 Waiver:

Any waiver by the Corporation, or failure of the Corporation, to exercise any of its remedies will be limited to the particular instance, and will not constitute a waiver of any other rights or remedy or extend to any other matter under, or in any way

affect the validity or modify the meaning or intent of, any provisions of these terms. The exercise by the Corporation of any remedy provided for by these Terms will not operate to prevent the Corporation from pursuing any other remedy to which it is entitled.

17.2 Compliance with Applicable Legal Authorities:

The Corporation and the Customer are subject to, and shall comply with, all existing or future applicable federal, territorial and local laws, all existing or future orders or other actions of governmental authorities having jurisdiction.

17.3 No Assignment:

A Customer shall not assign any of its rights or obligations under the Terms without obtaining the Corporation's prior written consent. Any assignment in violation of this Section shall be void.

SCHEDULE "A" MAXIMUM CORPORATION INVESTMENT

1. "Capital Cost" is defined as the estimated cost of materials, labour, equipment, expenses, and any other direct costs incurred by the Corporation in extending Service to a Point of Delivery.

   "Annual Cost" is defined as including:

   a) the fixed annual amount of return and depreciation in respect of the Capital Cost of Facilities constructed to serve the Customer;
   b) costs of generating and transmitting electric energy to the Customer, and operating and maintaining Facilities constructed to serve the Customer; and
   c) administrative and general costs incurred by the Corporation in providing Service to the Customer.

2. Subject to the provisions of Section 3 of this Schedule "A", the maximum cost which the Corporation will incur to extend Service to a Point of Delivery (herein referred to as the "Maximum Corporation Investment") shall be determined as follows:

   a) for Residential Service:
      i) $1,500 per single family dwelling;
      ii) $750 per unit in a Multiple Unit Dwelling;
   b) for General Service;
      i) where the estimated life of the Service Extension is at least 25 years, $250 for each anticipated kilowatt (kW) of Billing Demand which shall not be less than 5 kW; or
      ii) where the estimated life of the Service Extension is less than 25 years or where Service will be Seasonal, $200 for each anticipated kW of Billing Demand (which shall not be less than 5 kW), multiplied by the amount determined by the following calculation:

Estimated number of months during which Service will be received

25 years X 12 months per year

(c) for Industrial Service, in the manner specified in an agreement with the Industrial Customer.

3. The Corporation will refund a portion of the construction contribution within three (3) years of the original service connection date, provided that:

a) actual kW demand is significantly higher than the kW demand used to determine the contribution and no changes have been made to the Facilities related to such contribution; or

b) another Customer shares a part of the service to which the construction contribution relates.

4. If the construction contribution refund is a result of an additional Customer applying within three (3) years of the original service connection date to be served from a service extension for which a construction contribution was originally made, the construction contribution will be reapportioned and refunds made as follows:

a) The Maximum Corporation Investment is re-evaluated by adding the costs of that portion of the dedicated facilities related to the original Customer to the portion of the dedicated facilities related to the additional Customer(s);

b) The Corporation's re-evaluated maximum investment is applied against the total costs of the shared service extension;

c) The difference between the Corporation's re-evaluated maximum investment and the total cost of the shared service extension is the total amount of the construction contribution required from the original Customer and the additional Customer(s);

d) The additional Customer(s) is then assessed an apportioned amount of the revised construction contribution required taking into consideration the portion of the original line that is now shared and the amount of time that

has lapsed since the original service connection date of the original Customer serviced by the service extension (depreciation is based upon the Average Life Group method (ALG)); and

e) The original contributor will be refunded the difference between the original construction contribution made and his portion of the revised total construction contribution required.

The refund program ceases to exist after Facilities have been in Service for a period of three (3) years from the time of the original Service connection.

The refund will be paid to the original contributor unless the Corporation is directed in writing by the original contributor to make the refund payable to another.

Action for the refund of capital contributions must be initiated by the original contributor.

If all or part of a contribution is subsequently refunded, the appropriate amount of GST originally collected will also be refunded.

SCHEDULE "B" CONDITIONS OF UNDERGROUND SERVICE

1). The Corporation shall extend Electricity Service by underground conductor lines upon and subject to the following terms and conditions (the term **"**developer**"** as used herein means the person or party who has requested the underground Service):

a) No Service is then 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 Corporation) will be connected to such extension (the "underground service area"), each of which is situated upon a parcel of land upon which other single family dwellings in the underground Service area are situated;

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 Corporation, such rights-of-way, easements, utility corridors and transformer locations as the Corporation 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 Corporation in installing, maintaining or removing its Facilities;

d) The Corporation 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 Corporation 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 Municipal Street Lighting, may be provided from such extension only with the consent of the Corporation;

f) In relation to the underground Service, the developer shall cause to be provided a meter receptacle and Service conductor protection from not less than 60 centimeters below grade level to the line side of the meter receptacle and will ensure the installation of a Service having 200 ampere

capacity;

g) The developer shall provide to the Corporation a certified copy of the registered plan of subdivision and final construction plans showing the location and elevation of sidewalks, curbs and gutters, and underground utilities together with such evidence as the Corporation 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;

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 1.5 metres 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 Corporation, the developer shall provide a survey for the location of transformers, street light bases and cable routing, as required; and

k) Sidewalks, curbs and gutters may be constructed by the developer but no other permanent improvements shall be made until approved by the Corporation.

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

SCHEDULE "C" FEES AND SERVICE CHARGE SUMMARY

CONNECTION FEES

5.1 Residential Service Connection Fee	$20.00
5.1 General Service Connection Fee (where a Demand Meter is Required)	40.00
5.1 Temporary Service Connection Fee	40.00
5.1 Seasonal Service Connection Fee	40.00
5.2 Reconnection Fee	40.00

5.8 Security Deposit

RESIDENTIAL SERVICE	$300.00
USER PAY	$100.00

GENERAL SERVICE
An estimate equal to the 2 months of billings with the highest consumption during the next 12 month period.

LATE PAYMENT AND DISCONNECTION

12.6 Late Payment Charge	1½ %/Month
12.4 Administration Fee for Commencing Collection Action	35.00
12.7 Dishonored Payments (as per Chartered Bank Charges)	25.00

Miscellaneous Fees/Charges

5.6 Power Bill Copying Charge	$2.00 (via mail, fax or electronically)
11.3 Meter Accuracy Test-Deposit	$75.00
11.3 Meter Accuracy Test-Fee (accurate meters only)	TMI
14.10 Service Call Response Fee	$40.00 or TMI
7.5 Private Area Lighting Maintenance Fees	TMI
9.7 Service Extension Charges	As per Schedule “A”
9.9 Overhead to Underground Conversion	As per Schedule “A”
9.10 Relocation of Facilities	TMI

2.33 TMI Deposit
-100% of the estimated TMI or $100.00 whichever is greater

SCHEDULE "D" INTERRUPTIBLE ENERGY FOR HEATING:

TALTSON RETAIL

AVAILABLE:

Interruptible energy is available to general service and industrial customers in Fort Smith and Fort Resolution from time to time for heating. The availability of interruptible energy is determined by the Northwest Territories Power Corporation (NTPC) based on the availability of surplus hydro capacity.

The rate is only available to new interruptible loads in areas where there is sufficient surplus distribution system capacity at the time of connection. NTPC maintains full discretion to end subscription to the service if the supply of surplus generation becomes fully contracted. In addition, NTPC maintains full discretion to end the service offering at any time where NTPC determines it appropriate.

NTPC shall supply electricity to all firm (non-interruptible) electrical loads in its service area from time to time (including residential, general service, industrial and wholesale loads) in priority to the supply of interruptible electricity for heating purposes. In the event that the loads for firm electricity service exceed the output of the Taltson Generating Station, such that thermal generation is required to be dispatched by NTPC on the Taltson system, the supply of electricity for heating purposes will be interrupted by NTPC.

APPLICABLE:

Interruptible energy is applicable only to customers satisfying all of the following conditions:

(1) The interruptible energy is provided on a separate service that is fully interruptible at the request of NTPC.
(2) The customer must satisfy NTPC that the interruptible electricity use is in excess of the customer's firm electricity consumption and represents incremental usage displacing an alternative fuel source by an appliance installed primarily to provide heat.
(3) A viable alternative fuel source is available to the customer, capable of providing the same quantity of heating in the event of electricity interruptions of unlimited duration.
(4) Customers will not be permitted to have interruptible electricity loads shifted to firm electric service without providing NTPC 12 months notice, unless waived at NTPC's discretion. Once any interruptible electricity load is switched to firm service, it will not be able to switch back to interruptible electricity service in the future.

RATE: Charges for service in any one billing month during any rate period shall apply the interruptible energy charge for that rate period.

The interruptible energy charge for any six month rate period, starting April 1st, 2016 and adjusted thereafter on the first day of every six subsequent month, is to be published and filed with the NWT Public Utilities Board by NTPC at least 30 days in advance of the rate period. The interruptible energy charge for any rate period is to be set in accordance with the following procedure:

Step A - Determine a heating oil price: The heating oil price shall equal the average of the three most recently reported Yellowknife household heating fuel prices in the prior rate period. These fuel prices will be obtained from Statistics Canada.

Step B – Convert heating oil price to a price per MJ: Divide the result from step A by 38.2.

Step C – Adjust the price per MJ for heating efficiency to obtain a price per delivered unit: Divide the result from step B by 85%.

Step D – Convert heat price per MJ to kWh: Multiply the result from step C by 3.6.

Step E - Set at 70% ratio: Multiply the result from step D by 70% to yield the interruptible energy charge for the Rate Period in cents/kW.h.

The interruptible energy charge derived in step E for any rate period shall be applied to all interruptible energy kW.h consumed in each month during that rate period.

INTERRUPTIONS: Customers have two options with regards to service interruption:

(1) NTPC reserves the right, in its sole discretion, to manually interrupt and discontinue supply and delivery of electricity for heating purposes at any time, upon 24 hour notice to the customer. NTPC may provide shorter or no notice of interruption in the event of an unusual operating or emergency situation, including but not limited to loss of transmission or transformation, or a loss of supply of electricity from the Taltson Generating Station. There shall be no limits on the frequency or duration of interruptions in the supply of electricity for heating

purposes which NTPC may cause.

(2) The installation of an electric boiler that has an automatic disconnect controller. The controller is to ensure that in the event electricity supply to the designated building is interrupted, the boiler automatically disconnects. The customer agrees to manually reset the electric boiler only once the customer has approval from NTPC.

There shall be no limits on the frequency or duration of interruptions in the supply of electricity for heating purposes which NTPC may cause.

INSTALLATION COST: The customer will be responsible for any cost of installing the separate service, including all necessary equipment and upgrades, metering devices and any required remote interruption equipment. The customer is also responsible for all necessary improvements and modifications to the NTPC distribution system.

ELECTRIC SERVICE REGULATIONS: The Corporation's Terms and Conditions of Service approved by the NWT Public Utilities Board form part of this rate schedule and apply to the Corporation and every customer supplied with electric service by the Corporation.

SCHEDULE "E" INTERRUPTIBLE ENERGY FOR HEATING:

TALTSON WHOLESALE

AVAILABLE:

Interruptible energy is available to NUL-NWT from time to time to facility interruptible retail sales for heating to NUL-NWT's customers. The availability of interruptible energy is determined by the Northwest Territories Power Corporation (NTPC) based on the availability of surplus hydro. The service is fully interruptible at the discretion of NTPC.

NTPC shall supply electricity to all firm (non-interruptible) electrical loads in its service area from time to time (including residential, general service, industrial and wholesale loads) in priority to the supply of interruptible electricity for heating purposes. In the event that the loads for firm electricity service exceed the output of the Taltson Generating Station, such that thermal generation is required to be dispatched by NTPC on the Taltson system, the supply of electricity for heating purposes will be interrupted by NTPC.

NTPC reserves the right to cap the amount of energy available under this rate schedule in the event the surplus generation becomes fully subscribed. In addition, NTPC maintains full discretion to end the service offering at any time where NTPC determines it appropriate.

APPLICABLE:

Interruptible energy is available to NUL-NWT to facilitate interruptible retail sales to NUL-NWT's customers. NUL-NWT must satisfy NTPC that interruptible sales are provided only to its retail customers that satisfy all of the following conditions:

(1) The interruptible energy is provided on a separate service that is fully interruptible at the request of NTPC.
(2) The interruptible electricity use is in excess of the customer's firm electricity consumption and represents incremental usage displacing an alternative fuel source by an appliance installed primarily to provide heat.
(3) A viable alternative fuel source is available to the customer, capable of providing the same quantity of heating in the event of electricity interruptions of unlimited duration.

RATE:

Charges for service in any one billing month during any rate period shall apply the interruptible energy charge for that rate period.

The interruptible energy charge for any six month rate period, starting April 1st, 2016 and adjusted thereafter on the first day of every six subsequent month, is to be published and filed with the NWT Public Utilities Board by NTPC at least 30 days in advance of the rate period. The interruptible energy charge for any rate period is to be set in accordance with the following procedure:

Step A - Determine a heating oil price: The heating oil price shall equal the average of the three most recently reported Yellowknife household heating fuel prices in the prior rate period. These fuel prices will be obtained from Statistics Canada.

Step B – Convert heating oil price to a price per MJ: Divide the result from step A by 38.2.

Step C – Adjust the price per MJ for heating efficiency to obtain a price per delivered unit: Divide the result from step B by 85%.

Step D – Convert heat price per MJ to kWh: Multiply the result from step C by 3.6.

Step E - Set at 70% ratio: Multiply the result from step D by 70% to yield the interruptible energy charge for the rate period in cents/kW.h.

Step F – Adjust the retail price per kWh by the distribution discount: Subtract the PUB approved distribution discount from the retail energy charge. The currently approved distribution discount is 1.7 cents/kWh. This value will be reviewed at the time of future general rate applications.

Step G – Adjust the price for line losses: Reduce the price by the approved PUB line loss percentage. The currently approved line loss percentage is 8%. This value will be reviewed at the time of future general rate applications.

The wholesale interruptible heating energy charge for any Rate period shall be applied to all interruptible energy kW.h consumed in each month during that rate period.

INTERRUPTIONS: NTPC reserves the right, in its sole discretion, to instruct NUL-NWT to interrupt and discontinue supply and delivery of electricity for heating purposes at any time, upon 24 hour

notice to the customer. NTPC may provide shorter notice of interruption in the event of an unusual operating or emergency situation, including but not limited to loss of transmission or transformation, or a loss of supply of electricity from the Taltson Generating Station.

There shall be no limits on the frequency or duration of interruptions in the supply of electricity for heating purposes which NTPC may cause.

ELECTRIC SERVICE REGULATIONS:

The Corporation's Terms and Conditions of Service approved by the NWT Public Utilities Board form part of this rate schedule and apply to the Corporation and every customer supplied with electric service by the Corporation.