

QULLIQ ENERGY CORPORATION
TERMS AND CONDITIONS OF SERVICE

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TERMS AND CONDITIONS OF SERVICE

1.0 Introduction

1.1 Approval:

In accordance with the QEC Act and the URRC Act these Terms and Conditions of Service (hereinafter referred to as the "Terms") have been recommended by the Utility Rates Review Council of Nunavut and approved by the Responsible Minister (hereinafter referred to as the "Committee" and the "Minister" respectively), and may not be changed without the recommendation of the Committee and the approval of the Minister.

1.2 Effective Date:

These Terms come into force following the date of the Ministers acceptance and replace the Corporation's previous Terms. Whenever the Committee recommends and the Minister approves an amendment to these Terms, revisions will be issued, with the effective date of the amendments indicated on the top of each affected page.

1.3 Headings:

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

1.4 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.

1.5 Statues:

Unless otherwise specifically indicated, all references to statues include amendments thereto, as well as all regulations, established pursuant to that statute.

1.6 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" – Conditions of Net Metering Service

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:

Refers to any person which requests Service from the Corporation.

2.2 Billing Adjustment:

Refers to the correction of a customer's account for a prior over or under-billing.

2.3 Commercial:

Refers to a classification of Service other than Domestic or any Municipal or Private Area Street Lighting, including but not limited to:

a) A single family residence where a business is operated within the confines of the residence and the entire residence is supplied through one meter;

b) A common area used by an associated group of residents (for example, utility, mechanical, laundry rooms); and

c) A multiple unit residence supplied through one meter (for example, duplex).

2.4 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.

2.5 Consumption:

Refers to the electrical energy consumed by apparatus connected to the supplying system. Consumption is quantified by kW-hours.

2.6 Corporation:

Refers to Qulliq Energy Corporation, its subsidiaries and any of its employees, agents, or contractors.

2.7 Corporation Facilities:

Refers to the physical plant which is owned by the Corporation inclusive of, without limiting to:

a) The electrical energy production plant;

b) Transmission and distribution systems; and

c) Transformers, meters, equipment and machinery used in the production transmission and distribution of Energy.

2.8 Customer:

Refers to any person which Service from the Corporation is being or has been provided, whether or not:

a) The person did not request Service from the Corporation;

- b) The name or signature of the person appears on a written application for Service or Customer Service Order;
- c) An Applicant to which the Corporation has chosen to begin providing Service.

2.9 Customer Service Charge:

Refers to that portion of the charge for Service, 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:

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

2.11 Customer Service Order (CSO):

Refers to an agreement between the Corporation and the Customer for the supply of Service pursuant to these Terms and Conditions of Service.

2.12 Demand:

Refers to the rate at which electric Energy is delivered by the Corporation to a Customer expressed in kilowatts (kW) at a given instant or averaged over any designated period of time.

2.13 Demand Charge:

Refers to 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 Corporation Rate Schedule, the Demand shall be the greater of the current month's demand 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 at the applicable rate as per schedule "C".

2.14 Domestic: (Also referred to as Residential)

Refers to a classification of Service provided to a detached family residence or a single unit residence in a multiple unit residential building, through a single meter that does not service another unit in the multiple unit. To be classified as Domestic, the detached single family residence or individual unit in a Multiple Unit must be used exclusively as a residence and must not be used for Industrial or Commercial purposes.

2.15 Electricity:

Refers to electric power, and includes both Electric Energy and Demand.

2.16 Energy:

Refers to, 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) or gigajoules (Gj), as per standard utility practice.

2.17 Energy Charge:

Refers to that portion of the charge for Service which is based upon the Energy consumed or billed.

2.18 Fuel Stabilization Rider (FSR):

Refers to a specific charge or credit as approved from time to time by the responsible Minister to address variations between fuel price forecasts and actual fuel prices.

2.19 Gigajoule (GJ):

Refers to the standard unit of energy in the International System (SI) or metric system of measurement.

2.20 Good Payment History

A Customer is deemed to have a good payment history unless, within the immediate past 12 months, the Customer has:

- Received a disconnection notice from Qulliq Energy Corporation;
- Had a cheque written to Qulliq Energy Corporation returned for insufficient funds;
- Had a pre-authorized payment to Qulliq Energy Corporation returned for insufficient fund; or
- Incurred late fees on account of overdue accounts.

If any of these events occur due to an error outside the Customer's control, the Customer's good payment history shall not be affected.

2.21 Government Customer:

Refers to a Customer whose account for Service is payable or funded by a federal, territorial or municipal authority; but does not include a User Pay Customer.

2.22 Industrial:

Refers to a classification of a business, for which the primary business is resource exploration, development, manufacturing or mining. In the sole opinion of the Corporation, an Industrial Customer is anticipated to demand an excess average of 1000 kWh of energy per month.

2.23 Joint Use Service:

Means the provision by the Corporation of leased space on existing Corporation transmission and distribution poles, as defined in the Joint Use policy and may be

amended from time to time.

2.24 Maximum Corporate Investment:

Refers to the maximum available investment dollars by the Corporation, which is set forth in Schedule A.

2.25 Maximum Demand:

Refers to the maximum power demand consumed by apparatus connected to the supplying systems during a specific period of time. Maximum demand is quantified by kW.

2.26 Multiple Unit Dwelling:

Refers to a residential building containing more than one residential dwelling unit.

2.27 Municipal Street Lighting Service:

Refers 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 on wood poles and serviced by overhead wiring.

2.28 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.

2.29 Primary Service:

Refers to the service of Electricity provided at primary voltage levels by the Corporation, to an end-use Customer. All secondary transformation and distribution are provided by the Customer and remain the Customer's responsibility.

2.30 Private Area Lighting Service:

Refers to the Service of supplying 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.

2.31 Rate Schedules:

Refers to the summary of approved rates which are prepared by the Corporation pursuant to the Utility Rates Review Council Act and approved by the Responsible Minister.

2.32 Seasonal Service:

At the sole discretion of the Corporation, refers to Service that is anticipated to be connected and disconnected on a seasonal basis at the Customer's repeated request.

2.33 Service:

Refers to the delivery of Energy or the making available of Energy, for delivery at the point of delivery.

2.34 Short Term Temporary Service:

At the sole discretion of the Corporation, refers to Service that is required for a period of 12 months or less, and will not be required again for a period of at least 12 months.

2.35 Temporary Construction Service:

Refers to a meter situated in a temporary location to provide Service during the construction or renovation of a building.

2.36 Time and Material Invoice (TMI):

Refers to a project in which a Customer is invoiced for expenses incurred by the Corporation in relation to an agreement or other arrangement between a Customer and the Corporation. For TMI projects, the Corporation does not apply a Maximum Corporate Investment, nor does the Corporation gain any assets for the work performed.

2.37 Recoverable Project:

Refers to a project in which a Customer is invoiced for costs incurred by the Corporation in relation to an agreement or other arrangement between a Customer and the Corporation. For Recoverable projects, the Corporation may apply a Maximum Corporate Investment, and the Corporation does gain an asset(s) for the work performed.

2.38 Total Connected Load:

Refers to the sum of the continuous power ratings consumed by apparatus connected to the supplying system. Total connected load is quantified by kW.

2.39 User Pay Customer:

Refers to a Domestic Service customer residing as a tenant in a unit which is owned or leased by the Nunavut Housing Corporation, or Community Housing Authority, or Association, with the exception of staff houses.

2.40 Monthly Net Energy:

The difference between the electricity supplied by the Corporation to the Customer during the billing period and the electricity delivered from the Customer's renewable energy generator to the Corporation's system during the billing period.

3.0 Agreement

3.1 Application:

These Terms and Condition of Service apply to the Corporation and to every

Applicant and Customer.

3.2 Contract:

Notwithstanding the provisions of Section 3.1, and with the approval of the Responsible Minister, the Corporation may enter into special contractual arrangements with a Customer on terms and conditions of service, which may differ from these Terms and Conditions of Service.

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.

Service run in parallel or as supplementary Energy must be approved by the Corporation to ensure it meets the Corporation's interconnection guidelines and

any applicable regulatory requirements.

Retail stand-by service to back-up customer self-generation may be provided by the Corporation where surplus capacity is available. The Utility Rates Review Council shall recommend and the Responsible Minister shall approve the rates for such service.

Notice: The Corporation is in the process of developing interconnection guidelines applicable for a parallel run or supplementary energy Service. The requests for interconnection in the interim period, pending implementation of the guidelines, will be dealt with on an individual basis.

3.6 Net Metering Service:

Customers who install Renewable Energy Generation may be eligible for the Net Metering Program subject to the conditions set out in Schedule D, and provided the Corporation is satisfied that metering, billing and technical 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 renewable energy generator to the Corporation's system, will be determined by means of a single meter capable of measuring flows of electricity in both directions.

The Net Metering Program is restricted to a kilowatt hours (kWh) per kWh of units of energy exchange. Net metering Customers continue to be billed basic monthly utility rate charges and will be responsible for any applicable fees, service charges and applicable taxes that may be applied on a monthly basis.

For energy billing, at the end of each billing period the Corporation will determine the Monthly Net Energy in kilowatt hours (kWh) applicable for that billing period.

In any month, if Monthly Net Energy is negative (i.e. the Customer in total delivered more electricity to the Corporation's system than the Customer consumed from the Corporation), the Corporation will credit the Monthly Net Energy amount in kWh 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 from the Corporation than the Customer delivered to the Corporation's system), then the Corporation will apply energy units in kWh 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 kWh balance.

Net Metering Service will be conducted in accordance with the conditions set out in Schedule D.

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:

In order for the Corporation to provide the requested Service, Applicants will be required by the Corporation, to submit the appropriate application form. Applicants must complete in its entirety, the information requested on the application forms and any supplementary information requested by the Corporation. An Applicant will also be required to sign a Customer Service Order (CSO) and enter into a written contract for Service.

Qulliq Energy Corporation may request certain information from the Applicant including proof of identification, articles of incorporation and/or business registration, proof of lease or ownership of the unit to be serviced. Customers have the obligation to provide the Corporation with information that is true, complete, and correct. QEC reserves the right to refuse to provide service if the Applicant

cannot provide the requested information.

For services requiring special transformation or additional distribution infrastructure, or for large distribution line projects, advance notification of at least one year is required by the Corporation in order to plan and address the Applications request. Failure to provide the required advance notice may result in a delay of Service connection or completion of the distribution line.

For any new or upgrade electrical Service, it is the Customer's responsibility to arrange the electrical wiring permit and inspection from the Government of Nunavut, Electrical Safety Division.

4.2 Recoverable and TMI Deposit:

Where an Applicant or Customer is required by these Terms and Conditions to pay a Deposit for Recoverable or TMI project work, the Deposit amount shall be paid in full, prior to commencement of project and will be used for associated project expenses as per 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 and Temporary Construction Service:

Where an Applicant requests Short-Term Temporary Service or Temporary Construction Service, or the Corporation in its sole discretion, believes that Service requested by an Applicant will be Short-Term Temporary Service or Temporary Construction 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, 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 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 the required security deposit

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, fraudulent or misleading; or

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

h) The Applicant has not provided the appropriate information requested by the Corporation.

5.0 Charges for Service

5.1 Connection Fee:

Whenever a connection is made for a new or existing service, the Customer shall pay a non-refundable connection fee as per Schedule C attached hereto.

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 (attached hereto) 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 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.

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. A Customer will be entitled to only one such Service per community.

Commercial 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/developers private residence.

Commercial Service rates applicable in the Service area will be applied to Temporary Construction Service respecting non-residential construction projects.

5.4 Power Amplifier Boxes:

a) Non-Metered

Service provided for power amplifier boxes shall be billed at the Commercial Service rate applicable in the service area assuming continuous use of the power amplifier box at its maximum rated consumption.

b) Metered

At the Customer's request and expense, and after the Customer has installed a CSA approved meter socket, the Corporation will install a meter. Service provided in respect of the metered power amplifier box will be billed based on actual consumption recorded by the meter.

5.5 Changes 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, in the circumstances, determines to be applicable to the Service commencing in the next billing period.

5.6 Security Deposit:

The Corporation will require a security deposit as a pre-condition to Service 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 becomes bankrupt or enters receivership, or steps have been taken to terminate its existence as a legal entity.

5.7 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 per Schedule C attached hereto.

For Customers with at least one year of previous billing history with the Corporation, an amount calculated by the Corporation, equal to the average billing during the three months having the highest billings, during the most recent 12 months of the Customer's billing history with the Corporation.

b) User Pay Customer:

Please refer to Schedule C, attached hereto.

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

A Customer at a location 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 or \$1000.00, whichever is greater.

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; or \$1000.00, whichever is greater.

d) Temporary Construction Service:

A Customer at a location 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 or \$3000.00, whichever is greater.

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; or \$3000.00, whichever is greater.

As an alternative to a security deposit, the Corporation, at its sole discretion, may accept from an Applicant with good payment history a letter of credit from a 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.

The Corporation has the right to ask for a security deposit of an amount as per Schedule "C", if a Customer's account fails to be paid on time and there is no current deposit on the account as per Section 5.10.

5.8 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 Canadian Imperial Bank of Commerce. 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.

Security deposits and interest will be applied to the Customer's account after 1 continuous year of good credit history with the Corporation upon receipt of a Customer's request. When the Customer is disconnected from Service, security deposits and interest will first be applied to the Customer's account to cover any balance owing, then any remaining credit will be refunded to the Customer.

5.9 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.

5.10 Customer Complaint Process:

Customers may submit in writing a formal complaint to the Corporation when a grievance arises out of an interpretation or application of these Terms and Conditions of Service.

a) First Level (Customer Care Manager); and

b) Second Level (CFO)

A decision will be determined in accordance of the policies and procedures based on these Terms and Conditions of Service.

6.0 Municipal Street Lighting Service

6.1 Application for Service:

In order for the Corporation to provide the new Municipal Street Lighting Service, Applicants will be required by the Corporation to submit the lighting service application form. Applicants must complete in its entirety, the information requested on the application form and any supplementary information requested by the Corporation. For new lighting Services the Applicant will be required to sign a Customer Service Order (CSO) and enter into a written contract for installation of the lighting Service.

6.2 Installation:

Upon receiving written approval from the appropriate authority to proceed, the Corporation shall purchase, ship, install and energize the street light luminaires. Monthly rate as per Rate schedules will commence immediately after the installation is completed.

Charges for Municipal Street Lighting Service are based upon the installation of luminaires on existing wood poles provided for distribution of overhead Service in the community. Should additional wood poles, transformers, secondary or other

facilities be required, the cost of providing and installing the additional facilities is the responsibility of the Customer.

6.3 Street Lighting Service Conditions:

The Corporation shall be responsible for the provision of Energy to the street lights. The Corporation shall also be responsible for normal maintenance of the luminaires, photo electric cell replacement and lens cleaning and replacement.

The Customer shall be responsible for the initial cost of installation of the street light(s), and any other distribution infrastructure required as per the Customers lighting service request. Also, the Customer will be billed the fixed monthly rate for the supply of electricity to the streetlight in accordance with Rate Schedules.

6.4 Maintenance Adjustment:

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

- 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 streetlight within one week of having received written notice, a credit towards the monthly rental applicable to the streetlight shall be made by the Corporation 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 streetlight within three (3) months after being notified of the outage, a credit towards the monthly rental applicable to the streetlight shall be made by the Corporation 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.

6.5 Vandalism:

The Corporation will absorb the maintenance costs associated with the repair of a vandalized streetlight to a maximum annually in each community of one streetlight or 1% of the total number of luminaires 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 lamina(s) shall be removed and billing shall be immediately discontinued.

7.0 Private Area Lighting Service

7.1 Application for Service:

Customers requesting Private Area Lighting Service will be required by the Corporation to submit a lighting service application form. Applicants must complete in its entirety, the information requested on the application form and any supplementary information requested by the Corporation. For new lighting Services the Applicant will be required to sign a Customer Service Order (CSO) Contract of Service.

7.2 Installation:

Upon receiving from the Customer approval of the contract and the project deposit as stipulated within the Contract of Service, the Corporation shall purchase, ship, 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.

If the installed fixture wattage is not listed in the rate schedules, the rate charged will be at the closest listed rate above the installed wattage.

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 Contract of Service and provides a deposit prior to maintenance work commencing. Any difference between the 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 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 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 in writing or on an appropriate form submitted prior to construction.

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 Commercial 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 Commercial 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 Commercial Service rates.

9.3 Customer Facilities:

The Customer shall, at their 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, the equipment could adversely affect the Corporation's Facilities or operations.

Any cost to bring the facilities back to code will be at the expense of the Customer and will require all applicable statutes, regulations, standards and codes and any direction given by the Corporation be met. The Corporation is entitled to remove the Customer from service if the Corporation subsequently finds the Customer's facilities do not meet code.

9.4 Interference:

The Customer shall not interfere with any Corporation Facilities.

9.5 Customer Extensions:

A Customer shall not extend Customer Electrical Facilities beyond property owned

or occupied by the Customer. Any Customer found to be extending beyond property owned or occupied, without the approval of the Corporation, will be subject to disconnection of service.

9.6 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 to be 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.

9.7 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 Contributions as determined in accordance with Schedule A.

9.8 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 amortization;
- b) The estimated cost of removing the existing Corporation Facilities, less the estimated salvage value; and
- 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.

9.9 Relocation of Facilities:

If the Customer wishes to relocate any Corporation Facilities, the Customer shall make application under TMI /Recoverable as per section 4.2 herein.

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 will have the right to enter a Customer's property 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 and an accessible location to install a key storage box.

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;
- b) Discontinue Service in accordance with Section 16 of these Terms and Conditions of Service; or
- c) Both a) and b).

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.

At the Corporation's sole discretion, the Corporation may install a Demand meter:

- a) On all single phase commercial services;
- b) On all three-phase services.

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

Pursuant to Section 4.0 of this Terms and Conditions of Service, the Customer shall notify the Corporation of their electrical service requirements prior to the installation of any metering equipment. Thereafter, the Corporation will inform the Customer of the metering installation required for their electrical service.

Each Customer shall provide and install a Measurements Canada approved meter socket 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 sockets 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 sockets 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 sockets 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 sockets installed on the exterior of buildings shall be located and maintained at a point as per the Revenue Metering Standards and the Customer Connection Guides.

Meter sockets installed in pedestals for trailer courts or parks shall be located at a point as per the Revenue Metering Standards and the Customer Connection Guides. In the case of single meter pedestals, the meter socket shall be installed such that it faces the road.

Meter sockets may be installed indoors for Customers receiving Commercial Service unless they are components of approved metering modules and shall be installed at a height as per the Revenue Metering Standards and the Customer Connection Guides.

Meter sockets installed on switchboards in multiple unit dwellings may be installed

as per the Revenue Metering Standards provided the room in which the switchboard is located is used solely as a mechanical or electrical room. Meter sockets must be permanently labeled in a manner acceptable to the Corporation, to identify the actual dwelling serviced. 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 sockets 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) Internal Meter Accuracy Test Handling Fee

Upon the written request of the Customer the meter shall be inspected and tested by the Corporation. The Customer's account will be invoiced an "Internal Meter Accuracy Test Handling Fee" as per Schedule "C". Additional shipping and handling costs may also apply.

b) Third Party Meter Accuracy Test Handling Fee

In the event the Customer disputes the results of the Internal Meter Accuracy Test, the Customer can request in writing to have the Meter inspected and/or tested by Measurement Canada, or any of Accredited Meter Verifier, of which have been approved by Measurement Canada. In this situation, the Corporation may charge the Customer the "Third Party Meter Accuracy Test Handling Fee" for the expenses incurred as a result of the meter inspection. Such expenses include the shipping, handling, testing, and administration of the meter by Measurement

Canada or any of Accredited Meter Verifier, of which have been approved by Measurement Canada.

In the event that the Customer has requested a meter accuracy test and the test of the meter discloses that it is not accurate within the limits prescribed by the Electricity and Gas Inspection Act R.S.C. 1985, c.E-4 as may be amended from time to time the handling deposit paid by the Customer shall be credit back to the Customer's account 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 Customer has requested a meter accuracy test and the test of the meter discloses that it is accurate within the limits prescribed by the Electricity and Gas Inspection Act R.S.C. 1985, c.E-4 as may be amended from time to time and regulations, standards or guidelines there under, The Corporation shall retain the Customer's "Meter Accuracy Test Handling Fee". The Corporation shall invoice the Customer the "Third Party Meter Accuracy Test Handling Fee" for expenses incurred as a result of the meter inspection. Such expenses include shipping, handling, testing, and administration of the meter by Measurement Canada or any of Accredited Meter Verifier, of which have been approved by Measurement Canada.

11.4 Energy or Demand Diversion:

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 Service, 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, dogs, 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. 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.

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 Corporations 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 regular basis to Customers by the Corporation and the accounts become payable on or before the due date as indicated on the monthly 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.

Should any billing by the Corporation be disputed, the Customer shall pay the 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, an administration fee for initiating the collection action as per Schedule "C" will be assessed 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 will be assessed to reflect the administrative cost as per Schedule "C" for 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 the Customer's bill any outstanding charges owing to the Corporation (e.g., other outstanding account balances, construction contribution, account receivable charges, etc.).

When a Customer refuses to pay the outstanding balance, the Corporation may proceed with further collection action up to and including the use of a collection agency.

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 endeavor 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 wilful 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 losses 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 Provide Permit:

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 Customers' 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 issue 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. 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 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 Facilities being removed, less accumulated amortization and any amount paid by the Customer as a customer contribution toward those Facilities;
- b) The Corporation's estimate of the cost of removing the existing Facilities, less the estimated salvage value of those Facilities; plus
- c) The Corporation's estimate of any other costs that may be associated with the removal of the existing 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 of \$40.00 plus GST, 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 (for example, User pay Customers and the Nunavut 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:

- 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 fails to comply with applicable statutes, regulations, standards and codes.

The Corporation will reconnect the Service when the safety problem is resolved and approved by the appropriate Electrical Inspection Department and when 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 becomes bankrupt or enters receivership, or steps have been taken to terminate its existence as a legal entity;
- b) In the Corporation's opinion , tampering has occurred with any equipment used to provide Service, any meters, any seals, or any other Corporation Facilities;
- c) The Customer makes unauthorized 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 the Corporation may issue 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 or install a current limiting device.

Where accounts are paid after such notice, the Customer shall pay a Security Deposit as prescribed in Sections 5.7 and 5.8 or may be required to increase the Security Deposit if one has already been paid.

Where disconnection action is initiated pursuant to this Section, an administration charge for initiating the disconnection action As per Schedule "C" shall be assessed to the Customer's account to partially recover the administrative cost. Where payment is received prior to the disconnection being completed, the administration charge shall remain on the Customer's account.

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 connection charge as per Schedule "C", in respect of the reconnection

are fully paid.

For residential customers only, as an alternative to disconnection during winter months (October 1 to March 31), the Corporation may, at its sole discretion, install a device to limit the electricity available to the Customer. The Corporation may remove the current limiting device 72 hours after its installation where accounts have not been paid and commence complete disconnection, which has allowed the Customer an opportunity to winterize their residence.

16.4 Removal of Facilities:

Upon termination of Service, the Corporation 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.

17.0 Miscellaneous

17.1 Waiver:

The Corporation will not be deemed to have waived the exercise of any right that it holds under the Terms and Conditions unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

Failure by the Corporation to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

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, Nunavut Territorial and Municipal 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 amortization 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. A construction contribution will not be required for connections within 60 meters of an existing service and/or connections requiring installation of a single service pole. For other connections, 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) \$2,000 per single family dwelling; and
 - ii) \$1,000 per unit in a Multiple Unit Dwelling.
 - b) For Commercial Service:
 - i) Where the estimated life of the Service Extension is at least 25 years, \$200 for each anticipated kilowatt (kW) of Billing Demand which shall not be less than 5kW; and

- 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 upon the Customer's request 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 (amortization 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 right-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 provide a meter socket and Service conductor protection from not less than 60 centimetres below grade level to the line side of the meter socket 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) centimetres 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**

5.0 Charges For Service

5.1	Residential Service Connection Fee	\$ 20.00
5.1	Commercial Service Connection Fee	\$ 40.00
5.1	Temporary Service Connection Fee	\$ 40.00
5.1	Seasonal Service Connection Fee	\$ 40.00
5.2	Reconnection Fee	\$ 40.00

5.7 SECURITY DEPOSITS

RESIDENTIAL

Single Detached Dwelling \$ 300.00

Apartment, Multiple Dwelling Unit or Row House \$ 150.00

USER PAY \$ 100.00

COMMERCIAL, SHORT TERM TEMPORARY SERVICE, INDUSTRIAL

An estimate equal to the 2 months of billings with the highest consumption during the next 12 month period or \$1000.00, whichever is greater

TEMPORARY CONSTRUCTION SERVICE

An estimate equal to the 2 months of billings with the highest consumption during the next 12 month period or \$3000.00, whichever is greater

BASIC SERVICE CHARGES*

Monthly Service Charge - Residential \$ 18.00

Monthly Demand Charge – Commercial \$ 40.00
plus \$8 for every kW above the 5kW minimum
Per kW (minimum 5kW)

(As per the Applicable Rate Schedules in effect and as amended from time to time)

LATE PAYMENT AND DISCONNECTION*

12.6	Late Payment Charge	1 ½ % per Month
16.3	Administration Fee for Initiating Disconnection Action	\$25.00
12.4	Administration Fee for Commencing Collection Action	\$25.00
12.7	Dishonored Payments Charge	\$20.00

Miscellaneous Fees/Charges*

11.3	Internal Meter Accuracy Test Handling Fee (Accurate meters only)	\$150.00
	Third Party Meter Accuracy Test Handling Fee	TMI
14.9	Service Call Response Fee	\$40.00 or TMI
7.5	Private Area Lighting Maintenance Fees	TMI
9.6	Service Extension Charges	As per Schedule A
9.8	Overhead to Underground Conversion	As per Schedule A
9.9	Relocation of Facilities	TMI
2.36	TMI Deposit	
	50% of the estimated TMI or \$100.00 whichever is greater	
	If the estimated TMI is greater than \$5000.00 then the deposit equals 75%	

***Plus GST**

SCHEDULE D
CONDITIONS OF NET METERING SERVICE

1. Eligible Customers

- 1.1. Under the Net Metering Program, electricity Customers who own small, renewable energy generators can receive a kilowatt hour credit for excess energy that flows from the Customer's renewable energy generation source, through the Corporation's meter, to the Corporation's system.
- 1.2. The program is open to the Corporation's electricity Customers in all communities, for all forms of commercially proven renewable energy generation.
- 1.3. The Net Metering Program is available to all Residential Customers and one Municipal Corporation owned account per community.
- 1.4. The Customer must have an existing service with the Corporation in good standing.

2. Capacity and Other Limitations

- 2.1. The rated size of the connected renewable energy generator shall not exceed 10 kilowatts (kW).
- 2.2. The overall capacity limit of the Net Metering Program for renewable energy generation in each community shall not exceed 7% of the annual average peak load of each feeder or feeder section, as evaluated by the Corporation. The Corporation may vary the capacity limit, on a community by community basis, having regard to performance and safety of the system.

3. Connection to the Grid

- 3.1. Renewable energy generation projects under the Net Metering Program must meet the Corporation's Technical Interconnection Requirements and relevant Canadian Electrical Codes.
- 3.2. The Net Metering installation must be inspected by the Government of Nunavut's Safety Services Division and may be inspected by the Corporation.

4. Roles and Responsibilities

4.1. Cost Responsibility

- 4.1.1. Net Metering Customers are responsible for all costs incurred on the Customer side of the service entrance including all costs of operation and costs of complying with applicable Laws and Regulations. The service

entrance is where the Corporation's electrical facilities or conductors are connected to the Net Metering Customers' facilities.

- 4.1.2. The Net Metering Customer is responsible for any costs incurred to upgrade the Corporation's systems solely to accommodate the Net Metering Customer. The Corporation will carry out the required engineering, design and construction work and charge the costs back to the Net Metering Customer.

4.2. Other Responsibilities

The Corporation shall:

- 4.2.1. Implement, maintain and communicate the Net Metering Program to Customers.
- 4.2.2. Maintain and update, all applicable documentation for the Net Metering Program; and make these documents readily accessible for Customers on the corporate website.
- 4.2.3. Determine whether Net Metering Customers meet all interconnection requirements and are therefore eligible for the Net Metering Program.
- 4.2.4. Provide estimates to Customers of any upgrades required on the Corporation's system for interconnection.

The renewable energy generator/net metering Customer shall:

- 4.2.5. Meet the technical interconnection requirements applied by the Corporation.
- 4.2.6. Notify the Corporation of Net Metering plans and make available the Net Metering project for inspection by the Corporation and the Government of Nunavut's Safety Services Division.
- 4.2.7. Conform to all relevant municipal by-laws, territorial and federal laws and regulations.
- 4.2.8. Enter into a Net Metering service agreement.

5. kWh Energy Credits

- 5.1. Customers will not receive any monetary compensation from the Net Metering Program. The Net Metering Program is restricted to a kWh for a kWh exchange of electrical energy. Net Metering Customers will receive a monthly kWhs credit

equal to the amount of kWhs exported to the Corporation's system during the billing period. The Corporation shall measure the kWh credit for every kWh exported from the service through the Corporation's bi-directional meter to the Corporation's system and apply the credit to the Net Metering Customer's electrical account in each billing cycle.

- 5.2. In any month, if the Customer in total exported more electricity to the Corporation's system than the Customer consumed from the Corporation, the Corporation will credit this difference between exported and consumed kWh to the Customer's account as a banked credit.
- 5.3. In any month, if the Customer in total consumed more electricity from the Corporation than the Customer exported to the Corporation's system, the Corporation will apply energy units (kWh) from the Customer's banked balance as credits against the difference between consumed and exported kWh.
- 5.4. The Corporation must provide details of the credit showing the kWh exported during the billing cycle and the running balance of the exported kWh on the Customer's monthly bill.
- 5.5. Credit for excess electricity kWh generated within a billing cycle will be applied as needed to the subsequent month billing cycle within the Net Metering Program annual period. Successive credits must be applied to offset power usage in the order in which the credits were accrued. The reset date for excess generation will be March 31 of each year. Customers may join the program at any time during the year.
- 5.6. The account credit for each Net Metering Customer will be reset to zero on March 31 of each year. Credits cannot be carried over from the previous annual period or transferred to any other account.