



NORTHLAND UTILITIES (NWT) LIMITED

An **ATCO** Company

TERMS AND CONDITIONS

OF

SERVICE

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1. INTRODUCTION

Northland Utilities (NWT) Limited's (hereinafter referred to as the "Company") Electric Service Tariff is comprised of the Rate Schedules and these Terms and Conditions of Service. The Company conducts its business activities in compliance with these Terms and Conditions.

These Terms and Conditions are regulated by the Public Utilities Board for the Northwest Territories (hereinafter referred to as the "Board"), in accordance with the Public Utilities Act, and may not be changed without the approval of the Board. Notice of any application to amend the Terms and Conditions of Service will be given in such manner as the Board may from time to time direct. The Terms and Conditions of Service and any subsequent amendments come into force on the date approved by the Board and supersede any previous Terms and Conditions of the Company.

The Company's Electric Service Tariff is available to the public during normal business hours at the business offices of the Company and at the offices of the Board and can be accessed on the Company's website at: www.northlandutilities.com.



2. INTERPRETATION

2.1 Definitions

The following words or phrases, when used in these Terms and Conditions, shall have the meaning set forth below:

"*Billing Demand*" - the Demand upon which billing to a Customer is based as specified in a rate schedule or contract. Demand may be estimated or measured by an approved demand meter.

"*Board*" - the Public Utilities Board for the Northwest Territories.

"*Capital Recovery Stream*" – the series of payments designed to recover the invested capital over the life of the Service.

"*Company*" - Northland Utilities (NWT) Limited.

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

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

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



“Cost Sharing” – refers to the procedure of having a new Customer or group of Customers who connect to an existing facility for which another Customer or group of Customers has paid a contribution, assessed their share of that cost, and then is refunded to the existing Customer(s).

“Current Limiting Device” - a device that limits the amount of Demand available to a specific Customer.

“Customer” - a person, firm, partnership, corporation, association or organization who, or which has applied for, and has been accepted for the provision of Service by the Company or who otherwise uses Energy or Services provided by the Company. This would include joint tenants, whether or not their name appears on the application for Service.

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

“Energy” - electricity consumed expressed in kilowatt hours.

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

“Force Majeure” – circumstances not reasonably within the control of the Company, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, the intervention of federal, territorial, or local government; or from any of their agencies or boards, the order or



direction of any court, and any other cause, whether of the kind herein enumerated or otherwise.

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

"*Load*" - the Demand and Energy delivered or required at any Point of Delivery.

"*Load Factor*" - the ratio of the average Demand (in kilowatts) supplied during a designated period to the peak or maximum Demand (in kilowatts) occurring in the period. To express Load Factor as a percentage:

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

"*Maximum Available Company Investment*" – the maximum investment in dollars as set forth in Schedule A hereto.

"*Multiple Dwelling*" - a residential dwelling unit in a building containing more than one single family dwelling unit, all of which share a common building entrance.

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

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



"*Satisfactory Credit Rating*" – subject to the discretion of the Company, a minimum of twelve months, continuous on-time full payment of the amounts due on an existing Company account, or a similar payment record as established with another utility service provider within the past twelve months.

"*Security Deposit*" - an amount estimated to be billed for a period of three (3) months, in which the billing is expected to be the highest. (Refer to Section 4.6 for more information.)

"*Service*" – the providing of Energy and delivery by the Company to the Point of Delivery at the Demand level required by the Customer.

"*Single Family Dwelling*" - a residential dwelling unit which is not part of a Multiple Dwelling consisting of single family living quarters, having in one self contained unit, at least sleeping quarters, a kitchen for domestic use and a bathroom.



3. GENERAL PROVISIONS

3.1 Terms and Conditions Prevail

These Terms and Conditions apply to the Company and to every Customer. Neither the Company nor any employee, agent or representative of the Company has the authority to make any agreement on behalf of the Company which contains any provision which conflicts with these Terms and Conditions, unless such agreement has been filed with and approved by the Board.

These Terms and Conditions have been approved by the Board. The Company may amend these Terms and Conditions by filing a notice of amendment with the Board and interested parties from the preceding General Rate Application. Included in the notice shall be notification of which Customer groups are affected by the amendment and an explanation of how affected Customers will be notified of the amendments. The Board will either acknowledge the notice of the amendment to the Terms and Conditions or direct a further process to deal with the requested change as the Board deems appropriate. If the Board acknowledges notice of the amendment, the amendment will take effect upon the date of such acknowledgement.

3.2 Ownership of Facilities

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

3.3 Use of Energy

Service is provided for a Customer's sole use and only for the purposes specified by contract or by the rate schedule applicable to such Service. A Customer shall not extend service Facilities beyond property owned or occupied by him.



3.4 Frequency and Voltage Levels

The Company will make every reasonable effort to supply Energy at 60 Hertz alternating current. The voltage levels and variations will comply with the Canadian Standards Association standards and as specified in Schedule B.

3.5 Customer Generation

A Customer must sign an agreement with the Company if the Customer wishes to have Service:

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

4. APPLICATION FOR AND CONDITIONS OF SERVICE

4.1 General Requirements

Any applicant for Service may be required to sign an application or a contract for Service, and shall supply information respecting Load, preferred supply conditions and the manner in which Energy will be utilized. An applicant may also be required to establish a Satisfactory Credit Rating with the Company and/or provide a Security Deposit prior to being connected for Service.

Contracts for the supply of Energy are not transferable. Persons taking over premises, where Energy has been used previously, must make a new application for Service and pay the necessary Connection Fee per Item 4.3 and Security Deposit per Item 4.6.

4.2 Conditions of Service

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



be accepted and Service may be commenced. The Company will provide notice that a copy of the Terms and Conditions are available.

4.3 Connection Fee

Whenever a connection is made, the Customer will pay a non-refundable Connection Fee of either:

- (a) the fee specified in Schedule D, if the connection is made during the Company's regular business hours; or
- (b) an amount not to exceed the Company's actual costs if the connection is made at any other time, which will be included in the Customer's first billing, or paid with the application for Service.

4.4 Terms and Conditions and Rate Schedule Apply

Whether or not a Customer has signed an application or contract for Service, these Terms and Conditions and the rate schedule applicable to the Service supplied by the Company shall apply.

4.5 Application of Rate Schedules

The Company will endeavor to apply the rate schedule which applies to the Service and is most favorable to the Customer.

Where the Customer's Service requirements change so that some other rate schedule(s) apply to the Service, the Company will change the Customer's billing accordingly.

A Customer may elect to have Service billed on any other rate schedule applicable to his Service requirements. Any change shall not be effective until the next complete billing period. An election under this section may not be made more than once in any 12-month period, unless the Customer's Service requirements change.



4.6 Security Deposit

Security Deposits may be required from applicants and existing Customers in the following circumstances:

- applicants unable to establish a Satisfactory Credit Rating;
- Customers whose Service has been disconnected or restricted by a Current-Limiting Device; or
- Customers who have not paid all past due charges.

The Company will pay simple interest on the Security Deposit from the date the deposit is paid, at the rate specified from time to time in the Residential Tenancy Act of the Government of the Northwest Territories and such interest will be credited to the Customer's account on the first billing following December 31 of each year.

The Company may refund a Security Deposit or apply it to the Customer's account when the Customer has established a Satisfactory Credit Rating or when the Customer's service is terminated, or at the Company's discretion. Any interest owing at the time a Security Deposit is refunded will be included in the refund or credited to the Customer's account.

If a Customer fails to pay any amount billed, the Company may apply all or any portion of that Customer's Security Deposit to the unpaid amount upon disconnection of Service. The Customer will then be required to fully restore the Security Deposit before Service is reconnected or continued.

Billed Security Deposits will be due in full on the due date of the first bill received after connection.

The Security Deposit required may be adjusted accordingly based on the usage of the specific residence or business.



4.7 Commencement of Use of Electricity - Single Service

The consumer agrees to commence using electricity on the premises within one (1) month of the date of installation of the Facilities, or the date Service is requested by the Customer, whichever is later. Failing to commence using electricity, the Customer will pay the Company's minimum monthly charge as specified in the applicable rate schedule until such time as electricity is used on the premises.

4.8 Extension of Service

(a) Customer Contribution to Construction Costs

If the Company's estimated costs of extending Facilities at the request of a Customer are less than the Maximum Available Company Investment specified in Schedule A for the type of Service provided, the Customer will not be required to make any contribution.

In all other cases, an agreement for payment of the Construction Contribution must be made between the Customer and the Company before any work on the extension is commenced.

(b) Cost Sharing

If a new Customer shares a portion or all of the costs of an existing extension, the existing electrical Customers may be entitled to cost sharing of the Construction Contribution based on the amount of extension shared.

Cost sharing will be administered for a five year term commencing December 31 of the year of construction of the original extension. The Company will not administer refunds of less than \$50.00.



4.9 Underground Facilities

In the event that the Company extends its Facilities underground, the extension shall be subject to the conditions set out in Schedule "C", Conditions of Underground Service attached hereto.

4.10 Conversion from Overhead to Underground Service

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

- (a) the present value of Capital Recovery Stream(s) associated with the existing Facilities which are being removed, plus
- (b) the actual cost of removing the existing Facilities, less the actual salvage value, plus
- (c) the actual cost for the installation of the new underground Facilities, less any Available Company Investment, as specified in Schedule A.

4.11 Temporary Service

Where the Company reasonably believes that a requested Service will be temporary, a Connection Fee as per Schedule D will be assessed and the Company may require the Customer requesting the Service to pay the Company's total estimated cost of installation and removal of the Service, plus the cost of unsalvageable material. The Company may require that such payment be made before the temporary Service is installed.

4.12 Mobile Homes

Service shall normally be provided to mobile homes through separate points of delivery, based on the applicable residential rate schedule.



Service provided to common use areas (e.g., laundry facilities) in a mobile home park shall be separately metered and billed at the applicable General Service rate.

In mobile home parks or trailer courts where the Company reasonably believes homes are temporary, the Company may elect to provide Service only through the Point of Delivery billed to the mobile home park or trailer court.

4.13 Relocation of Company Facilities

Subject to any other provision of these Terms and Conditions of Service, the Company shall, at the request of the Customer, relocate the Facilities installed by the Company to provide service to the Customer. The Customer requesting such relocation shall pay all costs incurred by the Company in so doing, and shall, if requested by the Company, pay, in advance of the Company undertaking such relocation, the estimated cost thereof. Following satisfactory completion of the work, the Customer will be invoiced or refunded the difference with applicable GST between the total requested payment and the actual cost.

4.14 Reconnection

At such time as circumstances which resulted in discontinuance of the provision of Service or restriction of Service through the installation of a Current Limiting Device (as provided by these Terms and Conditions) have been rectified to the satisfaction of the Company or the Customer has requested a reconnection after having requested a previous disconnection, the Company shall reconnect and continue the provision of Service to a Customer whose Service was previously discontinued or restricted upon payment by that Customer of:

- (a) any amount owing to the Company; and
- (b) unless otherwise specifically provided in a contract with a Customer, a reconnection charge as per Schedule D; and



- (c) the applicable minimum or Demand charge for each month of the first twelve (12) months of disconnection; and
- (d) the Security Deposit, if any, required under Section 4.6 hereof.

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

5. RIGHTS-OF-WAY AND ACCESS TO FACILITIES

5.1 Easements

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

5.2 Right of Entry

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

5.3 Vegetation Management

The Customer shall permit the Company to manage vegetation on the property owned or controlled by the Customer to maintain proper clearances and reduce the risk of contact with the Company's Facilities. The Company shall endeavor to provide reasonable notice to a Customer before such work is performed.



5.4 Interference with Company's Facilities

No Customer shall erect any structure, temporary or permanent, that could interfere with the proper operation of the Company's lines, equipment or other Facilities or which would affect compliance of such lines, equipment or other Facilities with the provisions of applicable legislation, statutes, standards, codes or regulations.

5.5 Customer Brushing

Customers requesting Service that requires new electrical Facilities, shall be responsible for brushing to Company specification along with providing an unobstructed access to each structure.

6. METERS

6.1 Installation

Unless otherwise specifically provided in a contract with a Customer, the Company shall provide, install and seal all meters necessary for measuring the Energy and Demand supplied to each Customer.

Current transformers and potential transformers (if required) will be supplied to the Customer for installation by the Customer's qualified personnel or contractor. Transformers shall be installed in the arrangement as directed by the Company and will be in accordance with all codes, legislation and reference to applicable metering standards.

All meters shall be installed by or under the supervision of the Company and shall be sealed by the Company.

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



Metering equipment and installation specifications for each Customer's requirement will be made available upon request.

6.2 Location

The location of any meter shall be subject to the reasonable approval of the Company having regard to the type of service being provided and so as to permit safe and convenient access to the meter by the Company. In the event a meter is installed on a meter pole, the pole shall be provided and maintained by the Customer in accordance with the provisions of the applicable legislation.

Meter sockets for self-contained meters shall be mounted on the exterior of a building at an accessible location acceptable to the Company.

The centerline of the meter socket must be 1.5 to 1.8 meters above the finished grade or permanent platform and in an appropriately lighted area.

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

6.3 Meter Tests and Adjustments

Unless otherwise specifically provided in a contract with a Customer, a meter may be inspected by the Company at any reasonable time, and shall be inspected upon the written request of a Customer, provided the request is accompanied by the Company's meter handling fee stated in Schedule D plus the meter testing fee payable to the Government of Canada. Meters shall be tested or calibrated by an official designated by Measurement Canada or accredited agency as may from time to time be assigned with that responsibility.

In the event that the test of the meter discloses that it is not accurate within the limits prescribed from time to time by such department, then any meter handling and testing



fees paid by the Customers shall be refunded to the Customer and the billings to the Customer based upon readings of the inaccurate meter shall be adjusted to take into account 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, whichever occurred later.

6.4 Access to Meters

Where the Customer's Service address or location is generally locked during normal business hours, the Customer shall provide the Company with a key to permit access to the meter.

If the Company informs a Customer that a 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:

- (a) the Company, 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 Company's estimates; or
- (b) the Company will remedy the situation on behalf of the Customer and apply the costs to the Customer's next regular billing; or
- (c) both a) and b); or
- (d) the Company will discontinue Service in accordance with Section 11 of these Terms and Conditions of Service

7. METER READING AND BILLING

7.1 Time of Reading and Billing

Unless otherwise specifically provided in a contract with a Customer, meters shall be read monthly or bi-monthly or at such other intervals as are practical in the



circumstances and bills rendered for Service provided shall be based upon meter readings or estimates, as the case may be. Customers' bills will be based on meter readings made by the Company from time to time or on estimates for those billing periods when the meter is not read.

Whenever a bill is based on an estimate, an adjustment to reflect actual usage will be made after the meter is next read.

Failure to receive a bill shall not release a Customer from the obligation to pay the amount for any Service provided by the Company.

The Company may add to the Customer's bill any outstanding charges owing to the Company (e.g., Construction Contribution accounts receivable charges, former account balances, etc.).

7.2 Proration of Billings

The amount of any initial and final charges, other than Energy, may be prorated, based upon the ratio that the number of days that Service was provided to a Customer in the billing period to the total number of days in the billing period.

The Company may elect not to charge a Customer for the billing period if, during that period, Demand was five kilowatts or less, Service was provided for five days or less and Energy consumption was five kilowatt hours or less.

For all new accounts, the Company may add the charges for Service provided during the initial period to the bill for the following billing period.

7.3 Multiple Dwellings

Each individual unit within a Multiple Dwelling will be served as a separate Point of Delivery, unless the Company agrees otherwise.



The Company and a Customer may agree that one bill will be issued covering all individual units in a Multiple Dwelling.

Where the Company and a Customer have agreed that service to a Multiple Dwelling shall be delivered through a single Point of Delivery, the applicable General Service (non-residential) rate schedule will apply to the service.

Service provided to common use area (eg. laundry facilities, hallways, etc.) shall be separately metered and billed at the applicable General Service rate.

7.4 Combined Service

Subject to the discretion of the Company and in consultation with the Customer, the applicable General Service rate shall be applied in those cases in which Service for both residential and non-residential purposes is received by a Customer through a single Point of Delivery.

7.5 Consolidated Billing

The Company will issue a separate bill for each point of delivery. However, the customer and Company may agree that the Company will issue one bill totaling charges for service delivered at more than one point of delivery. The Customer may be billed for any program customization to accommodate a request for consolidated billing.

7.6 Payment of Accounts

Payment of a bill for Service is due and payable on the date indicated thereon and a late-payment charge will be applied by the Company on any overdue amount.

A fee as per Schedule D will be charged if a personal visit is required to collect an overdue account.

In regard to Customers that are joint tenants at the time Service is applied for, payment of a bill for Service may be requested by the Company from either of the joint tenants,



on a joint and several basis (even if the tenants no longer reside in the same household when payment is due).

7.7 Remedies for Non-Payment

If a Customer fails to pay a bill for Service by the due date, the Company may use any legal remedy available to the Company to recover payment, including, without limiting the generality of the foregoing, recovery through the use of a collection agency. Reasonable costs incurred by the Company to recover payment may be added to the Customer's bill.

7.8 Late Payment Charge

The Company may add a service charge as per Schedule D on any overdue account.

7.9 Dishonoured Payments

The Company may add a service charge as per Schedule D to a Customer's bill in respect of any cheque, or other form of payment tendered by the Customer as payment of a bill, and returned by the Customer's bank by reason of "non-sufficient funds" or dishonoured for any other reason when presented for payment.

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



7.10 Adjustment of Bills

(a) Billing Error

The Customer must provide written notice to the Company in order to dispute any or all amounts owing on a bill. In the event the Customer disputes an amount owing, the Customer shall nonetheless pay such disputed amount. Following resolution of any such dispute, the Company will return any amount found owing to the Customer forthwith. The right or ability of the Company to adjust a bill for service provided hereunder shall only apply to bills rendered during a period of 12 months prior to the date of the written notice of the dispute.

Unauthorized Use

Where the Company determines that there has been unauthorized use of electric service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of energy whereby the Company is denied full compensation for service provided, the Company may disconnect the Service, or take other appropriate actions. The Company will bill the Customer for the Company's estimate of such unauthorized use, plus all costs related to the investigation and resolution of the problem. Nothing in this section shall limit any other rights or remedies that the Company may have in connection with such unauthorized use.

8. LOAD CHANGES

8.1 Notice by Customer

A Customer shall give to the Company reasonable prior notice of any change in service requirements, including any change in Load to enable the Company to determine whether or not it can supply such revised Service without changes to its Facilities. Notice may be required to be provided in writing.



8.2 Responsibility for Damage

The Customer shall not change its requirement for a Service Connection without the Company's written permission. Each Customer shall bear responsibility for and shall pay for any damage caused to the Company's Facilities as the result of the Customer changing the Customer's Load without the permission of the Company.

8.3 Changes to Company Facilities

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

- (a) the present value of Capital Recovery Stream(s) associated with the existing Facilities which are being removed, plus
- (b) the actual cost of removing the existing Facilities, less the actual salvage value, less
- (c) any Available Company Investment, as specified in Schedule A.

9. COMPANY RESPONSIBILITY AND LIABILITY

9.1 Continuous Supply

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

The Company reserves the right to interrupt, discontinue or reduce the supply of Energy to any Customer to allow for repairs and improvements to its Facilities. The Company shall endeavor to give prior notice to Customers who will have service interrupted and will endeavour to ensure that such interruptions are as short and infrequent as circumstances permit.



When the Company's electric Energy supply is not sufficient to meet the requirement of all Customers, the supply of electric Energy available shall be routed in such manner as the Company considers necessary.

9.2 Company Liability

Notwithstanding anything to the contrary contained in these Terms and Conditions, the Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature, (excepting only direct physical loss, injury or damage to a Customer or a Customer's property, resulting from the negligent acts or omissions of the Company, its employees or agents) arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruption in the provision of Service by the Company to its Customers. For the purposes of the foregoing and without otherwise restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and Energy, cost of capital, and loss of use of any Facilities or property, or any other similar damage or loss whatsoever, arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of Service to Customers.

9.3 Force Majeure

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



10. CUSTOMER RESPONSIBILITY AND LIABILITY

10.1 Provide Permit

The Customer shall provide permits, licences and authorizations prior to commencement of Service or any change of Service requirements at any Point of Delivery.

10.2 Indemnification of the Customer and Customer Responsibility

The Customer shall be solely responsible for the use, installation, condition and maintenance of all wiring, equipment and apparatus on the Customer's side of the Point of Delivery, excepting only metering or other equipment owned by the Company, and for the condition, suitability and safety of any and all wires, cables, devices or equipment energized on the Customer's premises or on premises owned or controlled by the Customer that are not the Customer's property. The Customer shall indemnify and save harmless the Company from and against any claim or demand for injury to persons or damage to property (including loss of use thereof and of any other property affected by the damage to property) arising out of or in any way connected with the use of the Service so long as such injury or damage is not caused by the negligent acts or omissions or willful misconduct of the Company, its employees or agents.

The Customer shall be responsible for and shall pay for any damage to the property of the Company located upon the Customer's premises which is caused by the negligent acts or omissions or willful misconduct of the Customer or of anyone permitted by the Customer to be on the Customer's premises.

The Customer releases the Company and its agents, directors, officers, employees, independent contractors, representatives, successors and assignees from any and all claims and liabilities whatsoever relating to or arising as a result of the Customer, or its agents, directors, officers, employees, independent contractors, representatives, successors and assignees carrying out any acts required by these Terms and



Conditions for the provision of Service, maintenance of Service, or any other act whatsoever arising out of or in any way connected with the existence or use of the Service so long as such injury or damage is not caused by the negligent acts or omissions or willful misconduct of the Company, its employees or agents.

10.3 Service Calls

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

10.4 Protective Devices

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



11. TERMINATION OF SERVICE

11.1 Termination By Customer

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

A Customer is responsible for all service provided until written notice of termination is given and the meter is read.

11.2 Company Termination for Safety Reasons

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

- (a) the Customer has permitted the wiring of his Facilities to become hazardous;
or
- (b) the wiring of the Customer's Facilities fails to comply with applicable law; or
- (c) the use of the Service may cause damage to the Company's Facilities or interfere with or disturb Service to any other Customer.

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



11.3 Company Termination Other Than for Safety

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

- (a) violates any provision of these Terms and Conditions or of the Company's rate schedules;
- (b) tampers with any service conductors, meters, seals or any other Facilities of the Company;
- (c) neglects or refuses to pay the charges for Service due to the Company within 30 days of the date the bill for such Service was rendered;
- (d) violates any provision of any contract or rate schedule applicable to the Service;
- (e) changes Service requirements without the permission of the Company;
- (f) makes fraudulent use of the Service being provided; or
- (g) has a Service connection that adversely affects the power quality of the Company's or other Customer's connected equipment.

11.4 Removal of Facilities

Upon discontinuance of Service for whatsoever reason, the Company shall be entitled to remove any lines, equipment or other Facilities located upon the property of the Customer and utilized in connection with the provision of the Service. This right shall include the right of entry upon the Customer's property for that purpose.



SCHEDULE A

MAXIMUM AVAILABLE COMPANY INVESTMENT

1.
 - (a) *“Capital Cost”* is defined as the estimated cost of materials, labour, expenses, and any other direct and indirect costs incurred by the Company in extending service to a Point of Delivery.
 - (b) *“Annual Costs”* are defined as the fixed charges, including return, income tax, and depreciation on the cost of Facilities constructed to serve the Customer plus costs of generating and transmitting electric Energy to the Customer, operating and maintaining Facilities constructed to serve the Customer and administrative and general costs incurred by the Company in providing Service to the Customer.
2. Subject to the provisions of Paragraph 3 of this Schedule “A”, the maximum cost which the Company will incur to extend Service to a Point of Delivery (herein referred to as the “Maximum Available Company Investment”) shall be determined as follows:
 - (a) Residential Service:

2009: \$1,500 per Single Family Dwelling and \$750 per unit in a Multiple Dwelling;

2010: \$1,575 per Single Family Dwelling and \$788 per unit in a Multiple Dwelling;
 - (b) General Service:

2009: \$300 per kilowatt of estimated Billing Demand, which shall not be less than five kilowatts, provided that if the estimated life is less than 25 years, then the Maximum Available Company Investment shall be determined in the manner described in Paragraph 3;

2010: \$315 per kilowatt of estimated Billing Demand, which shall not be less than five kilowatts, provided that if the estimated life is less than 25 years, then the Maximum Available Company Investment shall be determined in the manner described in Paragraph 3;



(c) Municipal Street Lighting & Private Lighting Service:

2009: The Company Investment is based on \$1,200 per light.

2010: The Company Investment is based on \$1,260 per light.

3. In circumstances where an extension is thought to substantially deviate from the norm, the Company will calculate the Maximum Available Company Investment based on the expected operating characteristics and on the expected length of service for the extension of service in question.



SCHEDULE B

STANDARD SUPPLY SPECIFICATIONS

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

(a) Residential:

- 240/120 V
- single phase, three wire
 - overhead secondary conductors are supplied by the Company
 - overhead or, in designated areas, underground conductors and labour to install conductor and protective raceways with route selection and trenching by Customer

(b) General Service:

- 240/120 V
- single phase, three wire
 - overhead secondary conductors are supplied by the Company up to and including 150 kVa load
 - overhead secondary conductors with carrying capacity of greater than 150 kVa are supplied by the Customer
 - underground secondary conductors and raceways are supplied and installed by the Customer

- 208 Y/120 V
- three phase, four wire
 - overhead secondary conductors are supplied by the Company up to and including 150 kVa load
 - overhead secondary conductors with carrying capacity of greater than 150 kVa are supplied by the Customer
 - underground secondary conductors and raceways are supplied and installed by the Customer

- 480 Y/277 V
- three phase, four wire
 - overhead secondary conductors are supplied by the Company for loads up to 150 kVa
 - overhead secondary conductors are supplied by the Customer for loads greater than 150 kVa
 - underground secondary conductors and raceways are supplied and installed by the Customer

- 600 Y/347 V
- three phase, four wire
 - overhead secondary conductors are supplied by the Company for loads up to 150 kVa



- overhead secondary conductors are supplied by the Customer for loads greater than 150 kVA
- underground secondary conductors are supplied and installed by the Customer

If a Customer requires Service that is outside of the standard service specifications above, Northland Utilities will attempt to meet the Customers needs. This arrangement may require an Agreement outlining specific contract terms and conditions.



SCHEDULE C

CONDITIONS OF UNDERGROUND SERVICE

Underground Extensions and Services

When a developer or Customer requests underground service, the availability and suitability of underground service will be determined by the Company taking into consideration:

- existing overhead service availability,
- soil conditions, and
- the relative cost to supply overhead vs. underground.

If the Company determines that underground service is suitable and available, the following rules and regulations apply:

- (a) All underground construction is subject to the Terms and Conditions of Service regarding Customer contributions. Underground services are subject to the Maximum Company Investment specified in Schedule A. Costs above the Maximum Company Investment are the responsibility of the developer or Customer.
- (b) The Company will supply, install and maintain all conductor and equipment associated with primary and secondary supply including duct and cable, risers, transformer vaults or pads, transformer and protective fences and/or blast walls secondary duct, wire, and pedestals to the lot line, trenching and backfilling subject to Paragraph (a) above.
- (c) For single family residential services, the Customer shall provide a meter socket and service conductor protection in accordance with code from sixty centimeters below grade level to the line side of the meter socket and will ensure the Service has a minimum 100 ampere capacity. The Customer will supply route from the lot line or the pedestal to the meter socket location. The Company will install secondary conductor and equipment from the closest pedestal to a location on the line side of the meter base, subject to the Company investment specified in Schedule A.
- (d) For services which are not single family residential, (up to and including four-plexes), the secondary conductors and equipment from the meter socket up to, but not including the Company specified underground supply equipment (either a pedestal, riser structure, or transformer) must be supplied, installed, and maintained by the Customer except by written agreement with the Company. This includes, but is not limited to, all commercial, apartment, and condo type developments.



- (e) The developer or Customer shall provide without cost to the Company such rights of way, easements, utility corridors, and transformer locations as the Company may require for the installation, operation, and maintenance of such extensions, which the developer or Customer shall keep free and clear of any buildings, structures, fences, pavement, trees, or any other obstructions which may hinder the Company in installing, maintaining, or removing its Facilities.

Underground Subdivisions:

In addition to the above the following shall apply for underground extensions to supply new subdivisions:

- (a) The developer shall provide the Company a certified copy of the registered plan of subdivision and final construction plans showing the locations of sidewalks, curbs and gutters, driveways (if known) and underground utilities together with such evidence as the Company may require to the effect that all rules and regulations applicable to the development have been or will be complied with by the developer.
- (b) Survey stakes indicating the grades and property lines shall be installed and maintained by the developer.
- (c) The surface of the ground for a distance of not less than 1.5 meters on each side of the alignments for the underground conductor lines shall be graded by the developer to within eight (8) centimeters of final grade.
- (d) Unless otherwise agreed to by the Company, the developer shall provide a survey for the location of transformers, street light bases, and cable routing, as required.
- (e) Permanent improvements other than sidewalks, curbs, and gutters may not be constructed by the developer until approved by the Company.



SCHEDULE D

FEEES AND SERVICE CHARGE SUMMARY

CONNECTION, and RECONNECTION FEES

Connection Fee (4.3):

During normal business hours:	\$20.00
Outside of normal business hours:	Company's actual cost (min. \$20.00)

Reconnection Fee (4.14)

During normal business hours:	\$30.00
Outside of normal business hours:	Company's actual cost (min. \$30.00)

LATE PAYMENT AND DISCONNECTION

Overdue Account Fee (7.6) \$30.00 (personal visit)

Late Payment Charge (7.8): 1% per month (12.68% per annum)

Dishonoured Payments (7.9): \$35.00

MISCELLANEOUS FEES / CHARGES

Meter Accuracy Test Handling Fee (6.3) \$25.00