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**ATCO Electric Yukon (AEY) and Yukon Energy Corporation (YEC)
2025 Terms & Conditions of Service
Compliance Filing Application**

SECTION 1: COMPLIANCE FILING

1.1 Overview

1. On September 08, 2025, the Yukon Utilities Board (Board) issued Board Order 2025-13 regarding AEY's and YEC's joint Application to update their Terms and Conditions of Service (T&Cs), Maximum Investment Levels (MILs), and Fees and Service Charges.
2. AEY and YEC (the Utilities) provide the following Compliance filing and Responses to the Board directions as out in Board Order 2025-13 (Appendix A).
3. For ease of review, the Utilities have referenced the Board directions below and have provided both a blacklined and clean version of the T&Cs (respectively, Appendix 1 and Appendix 2). The starting point for the blacklined version is the currently approved T&Cs with the approved and directed changes layered on.

1.2 Responses to Board Directions

Board Direction 1

PDF p.15, para. 46 (4.1.3 Board Findings)

... any future proposed changes to the T&Cs, MILs, or Schedule D Fees Schedule, the Utilities are directed to conduct stakeholder engagement on the proposed changes and provide documentation on the stakeholder engagement undertaken, including the feedback received from the stakeholders for each proposed change.

Utilities Response:

4. The Utilities will evaluate and conduct appropriate stakeholder engagement for future proposed changes to the T&Cs, MILs, or Fees Schedules.

Board Direction 2

PDF p. 17, para. 55 (4.2.3 Board Findings)

... the Board directs that for all future changes to the T&Cs, including changes to MILs and the Schedule D Fees Schedule, those changes must be included within and approved as part of a GRA. Furthermore, in any GRA proceeding, any party can make inquiries, submissions, or provide any evidence with respect T&Cs issues regardless whether the Utilities have incorporated any changes to the T&Cs in that application.

Utilities Response:

5. The Utilities note that the T&Cs, MILs and Schedule D Fees are common to both AEY and YEC while general rate applications (GRA's) are distinct to each utility. It is not clear how future changes to the T&Cs, MILs and Schedule D Fees would be proposed and approved as part of GRA proceedings, given that, typically, the timing of AEY's and YEC's GRAs does not align. This would result in a mismatch for one utility as we see today, and the requirement for each utility to participate in the other utility's GRA on a limited basis for T&Cs, MILs and Schedule D Fees changes. This would create regulatory inefficiency, unnecessary delays in the proceedings, and incremental cost to ratepayers. As such, the Utilities recommend that the status quo be maintained, whereby T&Cs, MILs and Schedule D Fees are reviewed separately in a limited scope proceeding or as part of a Phase II Application. Any interested party can still raise concerns regarding the T&Cs, MILs, and Schedule D Fees during either utility's GRA proceeding, and the Board can decide whether to establish a limited scope proceeding following completion of the GRA.

Board Direction 3

PDF p. 17, para. 58 (4.3.2 Board Findings)

... AEY's next GRA, the Board directs that bill presentation issues be put forward in the application.

Utilities Response:

6. Similar to Direction 2 above, this matter is related to both utilities and must be reviewed as part of a joint submission. In addition to this, in 2023, by its Order 2023-08, the Board provided its decision regarding the bill presentation. Adding the bill presentation

issues in each GRA proceeding would also create regulatory inefficiency, unnecessary delays in the proceedings and incremental cost to ratepayers in terms of both regulatory and implementation costs. Therefore, the Utilities recommend that the Board makes it clear that revenue requirement rate applications (e.g., YEC's 2025-27 GRA) could include the review of how the rates are illustrated, while bill presentation issues are reviewed as part of a future Phase II and/or a separate limited scope proceeding.

Board Direction 4

PDF p. 18, para. 61 (4.4.2 Board Findings)

The Board directs that the term Electricity Purchase Agreement be removed from Section 2.1 of the T&Cs.

Utilities Response:

7. The term and its abbreviation have been deleted in the T&Cs.

Board Direction 5

PDF p. 19, para. 66 (4.4.4 Board Findings)

Therefore, the Board directs the Utilities to develop a separate definition for micro-generation customer and either eliminate the need for a micro-generation customer to be a priority for service interruption or provide reasons why micro-generation customers should be a priority service interruption in the compliance filing to this decision. The issue of interruption of service for microgenerating customers will be further discussed in Section 9.2.

Utilities Response:

8. A separate definition, based on the Yukon's Micro-generation Policy, was added to the T&Cs. Further, refer to response to Direction 4.10.4 [Board Direction #27] below for revised wording in Section 9.2 of the T&Cs.

Board Direction 6

PDF p. 20, para. 70 (4.4.6 Board Findings)

The Board finds Mr. Maissan's recommendation for this definition reasonable and therefore directs the Utilities to restate the term as recommended (Restating the term "Seasonal Disconnection of Service")

Utilities Response:

9. The term has been restated in Section 2 of the T&Cs.

Board Direction 7

PDF p. 20, para. 73 (4.4.8 Board Findings)

The Board directs the Utilities to remove the definition of “Electric Service Regulations” from the T&Cs.

Utilities Response:

10. The term has been deleted in Section 2 of the T&Cs.

Board Direction 8

PDF p. 20, para. 73 (4.4.8 Board Findings)

The Board approves the following definition for Standard Meters:

“(…) However, the meter must meet Canadian Standards Association (CSA) guidelines and Measurement Canada standards. Non-standard meters must also meet CSA guidelines and Measurement Canada standards.”

Utilities Response:

11. The term has been updated in Section 2 of the T&Cs.

Board Direction 9

PDF p. 21, para. 79 (4.5.2 Board Findings)

The Board directs the Utilities to remove Section 3.2(c) from the T&Cs.

Utilities Response:

12. Section 3.2(c) has been removed from the T&Cs.
13. While the Utilities take no issue with removing Section 3.2(c), the Utilities note that Section 3.2(c) historically was aligned with Section 47 of the Public Utilities Act, which requires settlements of a complaint to be approved by the Board.

Board Direction 10

PDF p. 21, para. 82 (4.5.4. Board Findings)

The Utilities are directed to make the change to Section 3.5 as recommended by Mr. Maissan.

Utilities Response:

14. Definition in Section 3.5 has been adjusted in the T&Cs.

Board Direction 11

PDF p. 22, para. 85 (4.5.6 Board Findings)

The Board finds the wording proposed by the Utilities for Section 3.6(e) is overly broad. For this reason, the Board directs that this Section to be amended by deleting the words after “service reliability.” However, the Board will reconsider Section 3.6(e) as proposed by the Utilities if, in the compliance filing, the Utilities are able to explain why the deleted words are necessary. The Board approves the following wording for Section 3.6(e): The Company has the right to refuse the connection of Generating Customers due to safety concerns or potential impacts on the grid and service reliability.

Utilities Response:

15. The Utilities have utilized the recommended wording by the Board as a starting point, adding additional clarity that reflects both new and existing connections as well as a reference to Section 11.2 and 11.3. The Utilities believe this is important to clarify that the clause is applicable to both new and existing connections, as for example, if an existing customer alters their connection without notice or does not maintain the asset. This is also consistent with other clauses in Section 3.6 which reference both new and existing Generating Customers.

Board Direction 12

PDF p.23, para. 89 (4.5.10 Board Findings)

The Board directs the Utilities to add wording to the effect that other services not defined in the T&Cs but supplied to specific customers will be recovered from those customers on a flow-through cost recovery basis, such as those costs, for example, related to NSF charges.

Utilities Response:

16. Section 3.8 has been updated in the T&Cs.

Board Direction 13

PDF p. 23, para. 91 (4.6.2 Board Findings)

The Board directs the Utilities make the change to Section 4.4(b) of the T&Cs as recommended by Mr. Maissan because the rest of the section refers to a singular “customer.”

Utilities Response:

17. Section 4.4(b) has been updated in the T&Cs.

Board Direction 14

PDF p. 27, para. 101 (4.6.6 Board Findings)

Therefore, the Board directs the Utilities, in the compliance filing to this decision, to provide wording that meets the objective of the Utilities but also sufficiently addresses the concerns raised by Mr. Maissan. This direction also applies to Section 8.1, which is discussed in a later section.

Utilities Response:

18. The Utilities have altered the wording in Sections 4.5 and 8.1 of the T&Cs, as set out below, in order to provide additional guidance to customers.

Specification of a 90-day notification requirement

19. The Utilities believe that 90 days will provide sufficient advance notice for the Utilities to assess the additional load, assess the system in the area with the change in load and work with the customer. The Utilities note that the intent of Section 4.5 continues to be building awareness and improving system planning for safe and reliable service today and in the future, in particular as the energy transition progresses. As mentioned in the proceeding, it is already common practice for electricians to contact the Utilities when a major change in load is being made at a property.

Specification of a threshold of change for which notification is required

20. The Utilities added a threshold of 20 percent of the Customer Connected Load, or as otherwise communicated by the Company, to enhance clarity regarding the meaning of “significant” load.

21. A typical residential home has a Connected Load of approximately 26.2 kW (per the Canadian Electrical Code), and a 20 percent change would be approximately 5.2 kW. The proposed threshold would therefore capture incremental loads such as the addition of air conditioners (7.2 kW), stoves (9.6 kW), hot water heaters (7.2kW), Level 2 EV charging stations (12 kW), hot tubs/saunas (9.6 kW), and portable 240 V electric heaters (9.6kW). Based on these values and the Utilities’ knowledge of their facilities, a notification threshold of 20 percent of the existing Customer Connected Load is considered a reasonable guideline to ensure continued reliability and safety.

22. The inclusion of “or as otherwise communicated” acknowledges that the 20 percent threshold is not absolute. Instead, it serves as a general guideline to enhance transparency and customer awareness. The Company may adjust this threshold on a case-by-case basis based on local system constraints or evolving infrastructure needs.

23. The Utilities believe that the proposed wording strikes an appropriate balance and is intended to enable better communication with the utility and customers, which will enhance system planning for today and the future.

Board Direction 15

PDF p. 29, para. 109 and 110 (4.6.10 Board Findings)

... Board directs that a threshold for large projects should be increased to \$20,000 and that a reasonable cost sharing period for large projects should be 10 years and there should be no limit on the number of cost shares in that period

...Board directs that cost shares for projects greater than \$10,000 but less than \$20,000 have a cost share period of five years and have a maximum number of three shares because for projects less than \$20,000 the probability of cost sharing for projects of that size is limited.

Utilities Response:

24. Section 4.8 has been updated in the T&Cs.

Board Direction 16

PDF p. 30, para. 114 (4.6.14 Board Findings)

The Board finds Mr. Maissan's recommendation on Section 4.10 to be reasonable as further clarity for customers is needed. The Utilities are directed to revise the wording to Section 4.10 to remove the ambiguity to both new customers and existing customers with existing overhead service and what costs, if any, the Utilities will bear in installing a requested underground service.

Utilities Response:

25. Section 4.10 has been updated in the T&C, consistent to IR Response AEY-YEC-JM-1-011.

Board Direction 17

PDF p. 30, para. 114 (4.6.14 Board Findings)

... The Board directs that Section 4.13 provide that each dwelling in a multiple dwelling be metered separately without exception.

Utilities Response:

26. Section 4.13 has been updated in the T&C.

Board Direction 18

PDF p. 33, para. 127 (4.6.18 Board Findings)

Therefore, in the compliance filing to this decision, the Board directs the Utilities to redraft the wording of Section 4.13 to implement the findings and directions outlined above. In addition, the Utilities are to identify any obstacles to the implementation of these directions and identify how the Utilities will overcome those obstacles.

Utilities Response:

27. In Section 4.13, the Utilities have adjusted the wording to ensure that each individual unit has a separate Point of Service with no exceptions. However, the Utilities, upon further investigation of the Hydro Quebec Terms and Conditions referenced by the

Board in the Decision, as outlined below, have retained the wording around common use areas being billed under the applicable General Service price schedule.

28. In addition to being common practice in Canada, the use of the General Service rate being applied to common areas is also consistent to the referenced Hydro Quebec's Rate D terms, specifically:

"(2.13) If the installed capacity of the premises exceeds 10 kilowatts, the appropriate general rate applies."

29. Typical common-area equipment in multiple dwellings such as central HVAC plant, elevator motors, corridor and exterior lighting, ventilation systems, and other shared mechanical assets - regularly exceed 10 kW in individual or aggregate demand. As a result, these facilities naturally fall within the general service rate class.

30. As outlined in response AEY-YEC-YUB-2-002, the characteristics of common areas use, being parking lots, elevators, escalators, are akin to commercial use rather than residential. When applying the cost causation principles, the use of common areas is more akin to General Service rate.

31. Accordingly, the Utilities respectfully request to maintain the historical practice of applying the General Service rate to common area, which best serves the public interest by aligning with national distribution practices and maintaining consistency with cost-causation principles.

Board Direction 19

PDF p. 34, para. 137 (4.7.3 Board Findings)

.... The Board directs the Utilities to amend the wording to Section 6.1(c) to clarify that, for what is considered non-standard meters, meter reading charges for non-standard meters will not apply until the transition period to the new standard meters is complete. The transition period is from the time that a customer is offered the newly defined standard meter to be installed on a certain date until that customer

rejects the installation of the standard meter on or before the expected installation date.

Utilities Response:

32. Section 6.1(c) has been updated in the T&C.

Board Direction 20

PDF p. 36, para. 146 (4.8.4 Board Findings)

... therefore, directs the Utilities to propose a resolution to this problem in the compliance filing to this decision, including when a customer receives a large bill when the meter has not been read for more than two successive months, and that the customer will have the option to pay for variances greater than \$400.00 between the estimated bill and actual bills over a three-month period without incurring late-payment fees or interest charges.

Utilities Response:

33. Section 7.1 has been updated in the T&C.

Board Direction 21

PDF p. 37, para. 150 (4.8.6 Board Findings)

The Utilities are directed to amend the T&Cs for Section 7.2(c) with the proposed wording noted above, but will add, for clarification, the following to Section 7.2(c) However, where the company has elected to not issue a bill to a customer, those charges will be reflected in the next bill to the customer.

Utilities Response:

34. Section 7.2(c) has been updated in the T&C.

Board Direction 22

PDF p. 37, para. 153 (4.8.8 Board Findings)

The Board directs the Utilities to update Section 7.3(d) to include cheques.

Utilities Response:

35. Section 7.3(d) has been updated in the T&C.

Board Direction 23

PDF p. 38, para. 157 (4.8.12 Board Findings)

The Board accepts Section 7.4 Late Payment Charges as submitted by the Utilities. The wording is reasonable and clear. The Board declines to adopt the UCG suggestion as the suggestion is not necessary.

Utilities Response:

36. No changes required.

Board Direction 24

PDF p. 39, para. 163 (4.8.16 Board Findings)

The Utilities are directed to include a clause, in the compliance filing to this application, which does the following: outlines that written documentation of payment arrangement terms with a customer is required; indicates in the written documentation the consequences of non-payment; and acknowledges that a copy of the written documentation is to be provided to the customer.

Utilities Response:

37. The Utilities have added Section 7.7 (a new section) in the T&Cs with the proposed wording.

Board Direction 25

PDF p. 42, para. 170 (4.9.4 Board Findings)

Therefore, the Board directs the Utilities, in the compliance filing to this decision, to provide wording that meets the objective of the Utilities but also sufficiently addresses the concerns raised by Mr. Maissan. Further, the Utilities do not need approval from the Board or prescriptive sections in the T&Cs to communicate with customers as there is nothing in these T&Cs that prevent the Utilities or customers from talking to each other. It is the Board's view that the Utilities should record its efforts to communicate with customers as this would help identify common issues and provide valid documentation on what issues Utilities are reviewing or addressing. In addition, the Utilities have not provided any substantive evidence that EVs are currently an issue with respect to Service Changes. In the compliance filing to this decision, the Utilities are directed to either delete references to EVs or provide evidence to support their claims regarding EVs.

Utilities Response:

38. The Utilities have updated Section 8.1. Please also refer to Board Direction #14 and proposed changes to Section 4.5.

39. The Utilities are not aware of any large-scale Canadian surveys detailing the distribution of residential or commercial Level 2 EV chargers by breaker size or kW rating. In the absence of such data, typical Connected Loads - ranging from 3.6 kW to 19.2 kW - are based on charger manufacturer specifications. Further, under the Government of Yukon's Good Energy Program, most rebated residential installations of Level 2 chargers are 7.2 kW or 9.6 kW. Past experience suggests 7.2 kW, 9.6 kW, and 12 kW are the most common residential configurations. Therefore, the introduction of a Level 2 charging station would represent an increase of Connected Load by approximately 27 percent to 46 percent, assuming a typical residential Connected Load of 26.2 kW.

40. Furthermore, the Utilities caution that, even when Connected Load is known, actual EV consumption varies by vehicle. Given these loads, a single EV can overload utility infrastructure - especially in neighborhoods where multiple homes share a transformer and charging occurs during evening peaks.

41. The purpose of working with Customers and better understanding changes in customer usage is to enhance system planning and ensure a safe and reliable grid. The intention of Sections 4.5 is not to hinder EV charger installation rather to gain awareness and best plan the system. This will require more interactions with customers and better understanding of present and future electricity demands, which the proposed Sections can be one avenue in achieving a better understanding.

Board Direction 26

PDF pp. 43-44, para. 174 (4.9.8 Board Findings)

The Board directs, where facilities are shared with multiple customers, that the Utilities provide additional wording regarding the considerations necessary for the costs to be treated as system costs.

Utilities Response:

42. Section 8.3 has been updated in the T&C with consideration to the fact that the of cost allocation should be determined on a case-by-case situation where flexibility is required.

Board Direction 27

PDF p. 45, para. 181 (4.10.4 Board Findings)

The Board is of the view that the wording for Section 9.2 (c) can be improved. For example, the Board accepts the position from Mr. Maissan that many microgenerators may be without electricity if they are treated as a priority interruption. The Board agrees that the Utilities have the right to interrupt service for safety and reliability reasons. However, it is unclear, based on the record for this proceeding, if the Utilities can interrupt receiving generation from the micro-generators but also, when the micro-generators are not generating electricity, whether the Utilities provide electricity to those customers. If the premise of the last sentence is correct, then the Utilities are directed to change the wording for the last sentence of Section 9.2(c) to include the wording proposed by Mr. Maissan, but with the caveat that micro-generators, though interruptible, will not be a priority interruption during times when generation is not occurring (e.g. night time for solar generators). If the premise for that referenced sentence is incorrect, then, in the compliance filing to this decision, the Utilities are directed to explain why the premise is incorrect and propose wording that will meet the Utilities' needs yet not make micro-generators without a back-up power supply, a priority interruption.

Utilities Response

43. The Utilities have altered the wording in Section 9.2, including specifying the first interruption of larger customers with their own generating capacity. The revised wording also reflects the situation where a micro-generating customer or a group of micro-generating customers is deemed to impact the safety and reliability of the system. In Direction #5, the Board directed Utilities to "provide reasons why micro-generation customers should be a priority service interruption in the Compliance filing to this decision." The impact of micro-generating customers on the grid stability is significant, as reviewed by studies and reviews conducted by Utilities and the Yukon Government, which led to the pause to the micro-generation program by the Yukon Government. For example, the Intermittent Renewable Integration Study concluded that currently installed distributed solar generation in the Yukon Integrated System is causing and worsening

existing stability issues. Therefore, the Utilities strongly recommend that micro-generation customers should be a priority in service interruptions.

44. A copy of the executive summary of the Intermittent Renewable Integration Study is attached as Appendix 3 to this Compliance filing.

Board Direction 28

PDF p. 47, para. 186 (4.11.4 Board Findings)

The Board finds the wording proposed by the Utilities to be reasonable and accepts the changes as submitted for this Section. The UCG comments regarding noise on the sine waves are disregarded as the assertion is unsupported by evidence.

Utilities Response:

45. No changes required.

Board Direction 29

PDF p. 51, para. 204 (4.12.3 Board Findings)

The Board considers the Utilities' update for connection and reconnection fees to be high. First, with the implementation of AMI technology and the ability to connect and reconnect remotely, the Board directs that Schedule D Fees Schedule contain an amendment that will show the rate for supplementary reads for standard meter reads as the rate for connection and reconnection fees for those customers with functional standard meters. Secondly, with respect to non-standard meters, in reference to YUB-AEY/YEC-2-4(a), the connection and reconnection fees exceed inflation. The Board approves connection fees of \$66.00 and approves reconnection fees of \$79.00.

Utilities Response:

46. Schedule D has been updated in the T&C.

Board Direction 30

PDF p. 51, para. 205 (4.12.3 Board Findings)

The Board denies the request for a fee or service charge for customer usage information requests. As the Utilities did not provide any information in terms of quantities of complex customer usage requests, the Board is of the view that such requests are already built into the rates of customers through the Utilities' last

GRA. Furthermore, the Utilities can promote the usage of the MyAccount system to enable customers to obtain the information they require.

Utilities Response:

47. Schedule D has been updated in the T&C.

Board Direction 31

PDF p. 51, para. 206 (4.12.3 Board Findings)

The Board approves the request of the Utilities for its supplementary meter reads but, as noted in Section 6 of this decision, the Utilities are directed to include a statement on Schedule D Fees Schedule that non-standard meter reading fees are not effective until the transition to standard meters is complete. Further, the Utilities are to inform the Board in writing within 30 days of the completion of the transition to standard meters.

Utilities Response:

48. Schedule D has been updated in the T&C. Furthermore, the Utilities will inform the Board when the transition to standard meters is completed, in writing and within 30 days of the completion date.

Board Direction 32

PDF p. 52, para. 207 (4.12.3 Board Findings)

The Board directs the Utilities to amend the term in Schedule D Fees Schedule for Late Payment and Disconnection. Under this term the Utilities are to implement wording that dishonoured payments fees are on a cost recovery basis and may include the charges the Utilities incur for the dishonoured payment, the payment amount owing, and the applicable fees in Schedule D Fees Schedule for dishonoured payment and collection. The proposed fees for collection and dishonoured payments exceed inflation and therefore are not approved. The Board approves a collection fee of \$40.00 and a dishonored payment fee of \$33.00.

Utilities Response:

49. Schedule D has been updated in the T&C.

Board Direction 33

PDF p. 52, para. 208 (4.12.3 Board Findings)

The Board approves a rate of \$135 for meter accuracy test handling fee for a self-contained meter. The approved rate, for a meter accuracy test handling fee for an Instrument meter is \$265.

Utilities Response:

50. Schedule D has been updated in the T&C.

Board Direction 34

PDF p. 52, para. 210 (4.12.3 Board Findings)

Therefore, the Board directs the Utilities to amend Section 6.3 such that the customer is responsible for the meter test fee if the meter testing is at the request of the customer and the meter is tested and found to be accurate. The fee from the customer is to be assessed after the meter test and will appear on the customer's next billing following the meter test results. Further, the Utilities are to insert language in Section 6.3 that meter testing at the request of the customer can only occur after completing the meter dispute process.

Utilities Response:

51. Section 6.3 has been updated in the T&C.

Board Direction 35

PDF p. 53, para. 212 (4.12.3 Board Findings)

The Utilities are directed to provide a statement on the Schedule D Fees Schedule that not all additional or supplementary services are listed in the Schedule. Customers will be advised of the fees for those additional or supplementary services in advance, and that the fees are for cost recovery purposes.

Utilities Response:

52. Schedule D has been updated in the T&C.

Board Direction 36

PDF p. 64, para. 246 (5.7 Board Findings)

However, the Board agrees with the Utilities that further analysis would be necessary in order for the middle-ground proposal to be fully vetted. Accordingly, at the time of the Utilities' next T&Cs application, the Board directs that an additional MIL and service connection type be investigated. The investigation would examine residential properties that allow for a smaller number of additional

dwelling (such as a basement suite, garden suite, duplex, or row house) as opposed to additions that would typically be associated with a Residential Multi-Dwelling service connection.

Utilities Response:

53. Going forward, the Utilities are committed to investigate, in the next MILs Study, a new MIL dedicated for multi-dwellings with few connections.

Board Direction 37

PDF p. 64, para. 243 (5.7 Board Findings)

Approved MILs

Utilities Response:

54. Schedule D has been updated in the T&C.

Board Direction 38

PDF p. 66, para. 255 (6.3 Board Findings)

....automatic CPI-based annual inflation adjustment to both MILs and Schedule D Fees Schedule to be unwarranted in the circumstances of these Utilities, and is denied.

Utilities Response:

55. No action required.

YUKON ENERGY CORPORATION

AND

THE YUKON ELECTRICAL COMPANY LIMITED
o/a ATCO ELECTRIC YUKON

TERMS AND CONDITIONS

OF

SERVICE

Effective: **2025-xx-xx**

Supersedes: 2011-06-01

Supersedes: ~~2005-10-06~~

Board Decision: ~~2011-05~~2025-xx

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1. INTRODUCTION

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

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

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

2. INTERPRETATION

2.1 Definitions

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

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

"Board" - the Yukon Utilities Board.

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

"Company" - The Yukon Electrical Company Limited o/a ATCO Electric Yukon or Yukon Energy Corporation.

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

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

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

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

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

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

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

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

~~**"Electricity Purchase Agreement"** - is a contract established between the Company and independent power producers that sets out the terms for purchasing electricity by the Company. EPAs are considered out of the scope of these Terms and Conditions. The terms and conditions of EPAs are treated independently and are confined to the contractual relationship between the customer and the electricity generator under the applicable EPA. Microgeneration customers are separate from the EPAs and referenced under "Generating Customer".~~

~~**"EFT"** - Electronic Funds Transfer~~

~~**"EPA"** – Electricity Purchase Agreement.~~

"Energy" - electric energy consumed expressed in kilowatthours.

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

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

"Force Majeure" - circumstances not reasonably within the control of the Company, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, the intervention of federal, territorial, or local government or from any of their agencies or boards (excluding Decisions and/or Orders made by the Board in the normal

course of it exercising its authority to establish the revenue requirement of the parties to this agreement), the order or direction of any court and any other cause, whether of the kind herein enumerated or otherwise.

"Generating Customer" – Customer with generation equipment on premises, including microgeneration entities interconnected with the Company's Facilities.

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

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

"YIS" - the Yukon Interconnected System.

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

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

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

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

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

"Micro-Generation Customer" – an individual, small business, or community who owns a small-scale generating unit of electric power intended to meet the customer's energy needs.

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

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

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

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

“Seasonal Disconnection of Service” – service between October 15 to April 15, or between April 16 to October 14 when the overnight temperature is forecast to drop below zero (0) degree Celsius.

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

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

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

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

“Standard Meter” – means a meter that has the capability of remotely communicating with the Company's metering network, or any meter the Company deems appropriate in its sole discretion. However, the meter must meet Canadian Standards Association (CSA) guidelines and Measurement Canada standards. Non-standard meters must also meet CSA guidelines and Measurement Canada standards.

2.2 Conflicts

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

2.3 Headings

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

2.4 Schedules and Appendices

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

- Schedule A - Standard Supply Specifications
- Schedule B - Maximum Company Investment
- Schedule C - Conditions for Underground Subdivisions

-
- Schedule D - Fees and Service Charge Summary

3. GENERAL PROVISIONS

3.1 Board Approval

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

3.2 Terms and Conditions Prevail

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

3.3 Ownership of Facilities

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

3.4 Use of Energy

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

3.5 Customer Extensions

A Customer shall not extend ~~service Facilities~~ or permit the extension of the Customer's facilities connected to the Company's facilities beyond property owned or occupied by the Customer for any Point of Service.

3.6 Customer Generation

- a) A Customer must notify the Company and sign an agreement with the Company if the Customer wishes to have service:
- 1) in parallel operation with; or
 - 2) as supplementary, auxiliary or stand-by Service to any other source of electric Energy.

The following do not apply to supplementary, auxiliary or stand-by generation:

- b) A Generating Customer shall obtain and provide to the Company copies of all applicable required permits, licenses and authorizations prior to commencement of service or any change in service requirements at any point of interconnection, including technical specifications and operating requirements.
- c) The Generating Customer will be responsible for providing technical information to the Company as required. The Company will treat this information as confidential and will not release such information to any other parties without the express and written consent of the Generating Customer.
- d) The Generating Customer will be responsible for operating in compliance with accepted industry operating and maintenance standards as established, from time to time, by the Company, and as specified in the operating agreement between the Generating Customer and the Company. The Company shall have the right to inspect the Generating Customer's facilities for compliance.
- e) The Company has the right to refuse the connection, terminate service to or refuse power generated by Generating Customers due to safety concerns or potential impacts on the grid and service reliability for reasons outlined in Sections 11.2 and 11.3.

3.7 Frequency and Voltage Levels

The Company will make every reasonable effort to supply energy at 60-Hertz alternating current. The voltage levels and variations will comply with the Canadian Standards Association standards and shall be in accordance with the Company's

standard supply specifications as set out in Schedule A except in locations where the voltage levels set out in Schedule A are not available.

3.8 Fees and Other Charges

The Company will provide all standard services hereunder pursuant to the approved Electric Service Tariff. All additional and supplementary services provided by the Company to a Customer will be charged a separate rate or fee, such as those included, without limitation, in Schedule D herein. Fees and Other charges not defined in Schedule D (e.g. NSF charges) will be recovered from the Customer requesting the service on a flow-through recovery basis. Payment for these services shall be in accordance with the provisions of these Terms and Conditions.

4. APPLICATION FOR AND CONDITIONS OF SERVICE

4.1 General Requirements

~~(d)~~(a) Any applicant for Service may be required to sign an application or a contract for Service, and shall supply information respecting Load, customer 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.

~~(e)~~(b) The Company reserves the right to verify the identity of the Customer, and the accuracy of the information provided and to require the Customer to sign an application in writing on forms provided by the Company. If a Customer is not of legal age, a Security Deposit may be required in order to obtain Services and, in addition, a person of legal age may be required to accept responsibility for the Services on that Customer's behalf.

~~(f)~~(c) ~~Contacts~~Contracts for Service are not transferable. Persons taking over premises, where Energy has been used previously, must make a new application for Service and pay the necessary Connection Fee per Article 4.3 and Security Deposit per Article 4.6.

4.2 Conditions of Service

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

4.3 Connection Fee

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

4.4 Application of Rate Schedules

(a) The Company will make Customers aware of the various price schedules under which the Company provides service to Customer rate classes and are approved by the Board.

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

Customers.

4.5 ~~Extensions to Electric Heat Customers~~Significant Change in Load

- ~~(a) On Isolated Systems, Service for electric space heating purposes may be supplied to Customers only with the prior written permission of the Company.~~
- (a) Notwithstanding the requirements of Section 8.1, a Customer shall give to the Company 90-day prior written notice of any significant change in load, which is equal to or greater than 20 percent of the Customer existing Connect Load, or as otherwise communicated by the Company (examples, not limited to, include electric heating, EV charger, hot tub or sauna, portable 240 V electric heater, air conditioner, stove, hot water heater, and industrial appliances).
- (b) The Customer shall not change its requirement for a Service Connection without the Company's written permission. The Customer shall be responsible for all damage caused to the Company's facilities as the result of the Customer changing its requirements for a Service Connection without the Company's permission.

4.6 Security Deposit

(a) Security Deposit Requirements

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

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

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

(b) Amount of Security Deposits

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

Customer's actual use of the Service or other information made available to the Company.

(c) Interest on Security Deposits

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

(d) Refunds of Security Deposit

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

- (i) the Customer's Service is disconnected, other than for default in payment of accounts, and the Customer has paid all amounts owing to the Company; or
- (ii) the Customer has established a Satisfactory Credit Rating.

(e) Use of Security Deposit

If a Customer fails to pay any amount billed, the Company may apply all or any portion of that Customer's Security Deposit to the unpaid amount- including interest and any Late Payment charges as per Schedule D. The Customer will then be required to fully restore the Security Deposit before Service is reconnected or continued.

4.7 **Delay in Taking Service** ~~Other than Subdivision~~

(a) Subdivision or Multiple Dwelling Residence

In circumstances whereby the Company will install Facilities to serve a subdivision or a multiple dwelling residence, and it is determined that service will not be taken within 12 months of the In-Service date, the Customer shall pay for the entire cost of the new extension. For each Point of Service in the subdivision or multiple dwelling residence that is energized within five (5) years of the In-Service date, the Company will refund the payment for each Point of Service based on the Maximum Company Investment specified in the Schedule B. Otherwise, the Company shall be entitled to retain such payment as compensation for its costs incurred in respect of the Service Connection.

(b) Non-Subdivision or Non-Multiple Dwelling Residence

~~Except in the case of a Customer who requests service to a subdivision~~ if Service is not taken within 30 days of the In Service Date, the Company may begin billing the Customer for the minimum amount specified in the appropriate

rate schedule or as specified in the contract between the Company and the Customer, whichever is greater.

4.8 Extension of Service

(a) Customer's Construction Contribution

If the Company's estimated costs of extending Facilities at the request of a Customer are less than the Maximum Company Investment specified in Schedule B for the type of Service requested, the Customer will not be required to make any Construction Contribution. In all other cases, an agreement for payment of the Construction Contribution must be made between the Customer and the Company before any work on the extension is commenced.

(b) Cost Sharing

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

~~Cost Sharing will be administered for~~For projects exceeding \$20,000, cost sharing shall apply over a term, as per the following table~~ten (10)-year period~~, commencing December 31 of the year of construction of the original extension:

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

~~The Company will, with no limit on the number of cost shares. For projects greater than \$10,000 but not administer refunds of less than \$50.00~~exceeding \$20,000, cost sharing shall apply over a five (5)-year period, commencing December 31 of the year of construction of the original extension, with a maximum of three (3) cost shares.

Cost sharing will not be eligible for ~~non-metered, any~~ public services such as ~~street lights, and streetlights~~, heat tapes, and small technology services such as telecommunications power supplies.

4.9 Underground Subdivision Extensions

Underground subdivision extensions shall be undertaken subject to the conditions set

out in Schedule C.

4.10 Conversion from Overhead to Underground Service

When a ~~Customer~~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:

Customer Request – Existing Service:

(a) the actual cost of removing the existing Facilities, less the estimated value of the salvaged material, plus

(a) —

(b) the actual cost of installing the new underground Facilities ~~the actual cost of installing the new underground Facilities, less any available Company Investment as specified in Schedule B~~

(b) —

Customer Request – New Service:

(a) the actual cost of installing the new underground Facilities, less any available Company Investment as specified in Schedule B, - Maximum Company Investments.

4.11 Temporary Service

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

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

4.12 Mobile Homes

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

4.13 Multiple Dwellings

Each individual unit within a Multiple Dwelling will be served as a separate Point of Service and billed individually on the applicable residential rate without exception. Common use areas such as hallways, lobbies, laundry rooms, elevators, and parkades will be billed under the applicable general service price schedule.

~~The Company and a Customer may agree that one bill will be issued covering all individual units in a Multiple Dwelling and, in such case, the applicable general service (non-residential) rate will apply to the Service.~~

4.14 Relocation of Company Facilities

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

4.15 Reconnection

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

- (a) any amount owing to the Company;
- (b) a Reconnection Fee as specified in Schedule D; and
- (c) the Security Deposit, if any, required under Article 4.6.1.

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

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

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

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

5. RIGHTS OF WAY AND ACCESS TO FACILITIES

5.1 Easements

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

5.2 Right of Entry

The Company's employees, agents or other representatives shall have the right to enter a Customer's property at all reasonable times for the purpose of installing, maintaining, repairing, replacing, testing, monitoring, meter reading, disconnecting, or removing the Company's Facilities and for any other purpose incidental to the provision of Service. The Customer shall provide not prevent, hinder, or charge a fee for allowing the Company with reasonable access to Company's entry, including the Company Facilities located use of roads on the Customer's Customer's property, or any adjacent or nearby property or Crown land over which the Customer has the right to grant access for the purposes listed in this section. The Company will endeavour to provide reasonable notice to the Customer when the Company requires entry to the Customer's property for planned maintenance or repair to the Company's Facilities. The Company may charge a "No Access Fee" as set in Appendix D any time the Company's entry is attempted but terminated by the Company's employees, agents or other representatives for reasons of safety or where entry is otherwise prevented, hindered or refused.

5.3 Vegetation Management

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

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

Vegetation management in the vicinity of the low voltage (service drops or secondary) distribution on the Customer's property is the responsibility of the Customer. Where the Company determines that vegetation management is required to maintain the integrity of the Company's low voltage overhead distribution system, the Company may, at the Customer's expense, perform the work that is the responsibility of the Customer as set out herein. With respect to the low voltage overhead distribution

system only, the Company shall make reasonable efforts to notify the Customer that such work is required, and shall provide the Customer a reasonable opportunity to undertake the work required, before such work is performed by the Company.

5.4 Interference with Company's Facilities

Customers shall not install, or allow to be installed, temporary or permanent structures that could interfere with the proper and safe operation of the Company's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes. The Company, without notice, may terminate a Customer's Service for safety reasons as described in Section 11.2.

5.5 Customer Brushing

Customers requesting Service that requires the extension of Facilities to the Customer's property shall be responsible for brushing on the Customer's property in accordance with the Company's specifications. In addition, unobstructed access to each structure requiring Service must be provided. The Company, without notice, may terminate a Customer's Service for safety reasons as described in Section 11.2.

6. METERS

6.1 Installation

(a) Provision and Ownership

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

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

(b) Responsibility of Customer

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

(c) Changes to Standard Metering

1) A Customer may decline the installation of a Standard Meter or a Customer may request that a Standard Meter be replaced with a Non-Standard Meter on written request to the Company provided that the Customer receives services at a Site that is not part of a Multiple Dwelling;

2) the Service rating is 200 amperes or less;

3) the Service is designated as a residential service;

4) the Service is not a Generating Customer;

5) the Company has regular and ongoing access to the meter;

6) the Customer is the owner of the premises where the Service is received; and

7) a Non-Standard Meter continues to be offered by suppliers for procurement.

Any Customer that is subject to the exception above shall be required to pay for meter reads as set out in Schedule D under supplementary meter reads for non-standard meters. These charges will only apply after:

- the Customer rejects the installation of the standard meter on or before the installation date; or
- ~~the expected installation date of the standard meter; or~~
- at the Customer request, the standard meter is replaced by a non-standard meter.

~~Any Customer that has requested installation of a Non-Standard Meter shall be required to pay the "Non-Standard Meter Installation Fee" as set out in Schedule D.~~

Where a Customer at a site that is metered by a Non-Standard Meter pursuant to this section discontinues Service, the Company will install a Standard Meter to be used to meter Energy to that site for its future Customers.

A Customer at a Site that is metered by a Non-Standard Meter that has declined the installation of a Standard Meter may at any time request that the Company install a Standard Meter at that Site.

6.2 Location

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

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

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

6.3 Meter Tests and Adjustments

- (a) The Company may inspect and test a meter at any reasonable time. ~~At if at the request of a Customer, and upon payment of after completing a Meter Accuracy Test Handling Fee as specified in Schedule D~~ meter dispute process, the Company shall arrange for a meter to be tested by an official designated for that purpose by Industry Canada or such other federal government agency as may, from time to time, be designated for that purpose.
- (b) If a test determines that the meter is not accurate within the limits set by government standards, the Customer's bill will be adjusted back to the time

that the error can reasonably be determined to have commenced. Where the commencement of the error cannot reasonably be determined, it shall be deemed to have commenced three months before the test or on the date of the meter installation, whichever occurred later.

~~(c) In the event that an adjustment is required, the Meter Accuracy Test Handling Fee shall be refunded.~~

(c) If a test is requested by the Customer and the meter is found to be accurate within the limits set by government standards, the Customer will be responsible for the payment of a Meter Accuracy Test Handling Fee as specified in Schedule D. The fee will be applied to the Customer's next billing following the meter test results.

6.4 Access to Meters

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

7. METER READING AND BILLING

7.1 Reading and Estimates

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

In cases where the customer meter is not read for more than two consecutive months and the variance between the actual meter reading and the estimates results in a true-up greater than \$400.00, the customer will have the option to pay for the variance over a three-month period without incurring interest or additional fees related to late payment.

7.2 Calculation of Bills

(a) The Company bills the Customer based on the charges set out in the Rate Schedules.

~~(a)~~(b) The amount of any initial and final charges will be prorated, based upon the ratio of the number of days that Service was provided to a Customer in the billing period to the total number of days in the billing period.

~~(b)~~(c) The Company may elect not to ~~charge~~issue a bill to 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. However, where the company has elected to not issue a bill to a customer, those charges will be reflected in the next bill to the customer.

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

~~(d)~~(e) The Company may elect to change a Customer's meter reading schedule.

~~(e)~~(f) Where a meter reading schedule is changed, any charges during the transition period between the old and new meter reading schedule, may be prorated based upon the ratio of the number of days that Service was provided to a Customer in the billing period to the total number of days in the billing period.

7.3 Payment

(a) The amount billed is due and owing when the bill is rendered and payable by the date indicated on the bill.

- (b) Bills shall be deemed rendered and other notices duly given when delivered to the Customer at the mailing address provided by the Customer. Failure to receive a bill does not entitle a Customer to any delay in payment or release a Customer from the obligation to pay the amount owing.
- (c) Payment of a bill for Service may be requested by the Company from any or all of the Customers, on a joint and several basis, even if the Customer no longer resides in the same premises when payment is due.
- (d) The bills are payable by way of EFTs, cash, debit bank payments, credit cards, money order, cheque, or certified cheque as noted in the bills. The customer is responsible for the additional charges that may result due to payment methods other than those noted in the bills.

7.4 Late Payment Charge

The Company may add a Late Payment Charge as specified in Schedule D on any overdue amount- not received by the due date specified in the issued bill. A Collection Fee as specified in Schedule D will be charged if a personal visit is required to collect an overdue amount.

7.5 Dishonoured Payments

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

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

7.6 Outstanding Charges

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

7.7 Payment Arrangements

Where a payment arrangement is established between the Customer and the Company, a written or electronic copy of the arrangement shall be provided to the customer and retained by the Company, outlining the payment conditions and the consequences for non-payment.

7.8 Totalized Metering

When Service is provided through multiple Points of Service to a Customer's plant site consisting of centralized processing facilities or product transportation

facilities located on lands leased or owned by the Customer, where such multiple Points of Service are located within a radius of half a mile of each other, the Customer and Company may agree that the Demand and Energy at each Point of Service be totalized and only one bill issued for each billing period. The Customer shall pay the incremental metering cost associated with totalized metering.

7.9 Combined Service

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

7.10 Consolidated Billing

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

7.11 Unauthorized Use

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

Where the Company determines that there has been unauthorized use of the Service Connection 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 services provided, the Company will bill the Customer for the Company's estimate of such unauthorized use, including repairs of damage or reconstruction of Company Facilities. Nothing in this section shall limit any other rights or remedies that the Company may have in connection with such unauthorized use.

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

7.12 Billing Error

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

to the Customer forthwith.

8. SERVICE CHANGES

8.1 Notice by Customer

A Customer shall give to the Company 90-day prior written notice of any change in Service requirements, including any material change in Connected Load, to enable the Company to determine whether or not it can supply such revised Service without changes to its Facilities. The Customer shall not change its Service requirements without the Company's written permission.

8.2 Responsibility for Damage

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

8.3 Changes to Company Facilities

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

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

9. COMPANY RESPONSIBILITY AND LIABILITY

9.1 Continuous Supply

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

9.2 Interruption

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

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

Depending on the system conditions and issues during an interruption event, the Company may first interrupt major industrial customers and Generating Customers with higher demand before interrupting other customers. The Company may also first interrupt Micro-Generation Customers that are deemed to have an impact to the reliability and safety of the system.

9.3 Reasonable Efforts

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

9.4 Company Liability

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

Except as described below in this clause, the Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of

direct, indirect, special or consequential nature, arising out of or in any way connected with the provision of Service by the Company to its Customers including any failure, defect, fluctuation, reduction or interruption in the provision of Service by the Company to its Customers.

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

9.5 Force Majeure

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

10. CUSTOMER RESPONSIBILITY AND LIABILITY

10.1 Provide Permit

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

10.2 Customer Responsibility

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

10.3 Customer Liability

- (a) The Customer assumes full responsibility for the proper use of Facilities and for the condition, suitability and safety of any and all wires, cables, devices or equipment energized on the Customer's premises or on premises owned or controlled by the Customer that are not the Customer's property.
- (b) The Customer will ensure that its Facilities comply with the applicable requirements of the Canadian Electrical Code and with any other technical guidelines that may be issued from time to time by the Company. Where a Customer uses its Service Connection in a manner that causes interference with the operation of the Company's Facilities or with any Customer's use of a Service Connection, such as abnormal voltage levels, frequency levels and/or harmonic and interharmonic levels, at the Company's request, and at the Customer's own expense, the Customer shall take whatever action is required to correct the interference or disturbance. Alternatively, the Company may elect to correct the interference or disturbance at the Customer's sole expense.
- (c) A Customer shall design, install and operate the Customer's Facilities in such a manner as to maintain a Power Factor of not less than 90%. The Company may require any Customer not satisfying this Power Factor requirement to furnish, install, and maintain, at no cost to the Company, such corrective equipment as the Company may deem necessary under the circumstances assumed as per applicable rate schedule.

~~(e)~~(d) The Customer shall indemnify and save harmless the Company from and against any claim or demand for injury to persons or damage to property (including loss of use thereof and of any other property affected by the damage to property) arising out of or in any way connected with the use of the service so long as such injury or damage is not caused by the negligent acts or omissions or willful misconduct of the Company, its employees and agents.

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

10.4 Protective Devices

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

10.5 Service Calls

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

11. TERMINATION OF SERVICE

11.1 Termination by Customer

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

11.2 Company Termination for Safety Reasons

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

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

(d) safety of the Company's employee is at risk because of facilities or animals located on the Customer's property and/or displayed behaviour or threats made by the Customer towards the Company or its employees.

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

11.3 Company Termination Other ~~Than For~~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 use~~available Current-Limiting ~~Device~~functionalities to restrict the Service to such Customer if the Customer:

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

harmonic and interharmonic levels.

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

11.4 Removal of Facilities

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

SCHEDULE A: STANDARD SUPPLY SPECIFICATIONS

The Company's standard supply specifications, which are in accordance with Canadian Standards Association standard CAN-C235-83, are ~~as follows:~~ listed in the following section.

Upon request by the Customer, the Company may provide other supply voltages or supply arrangements. If this option is chosen, the Customer will be responsible for all incremental costs associated with the provision of service using non-standard supply arrangements or voltages as determined by the Company.

(a) Residential:

240/120 V

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

208 Y/120 V

- single phase, three wire
 - ~~three phase, four wire~~ overhead secondary conductors are supplied by the Company
 - overhead or, in designated areas, underground conductors are supplied by the ~~customer~~ General Company

(b) General Service:

240/120 V

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

208 Y/120 V

- single phase, three wire
- secondary conductors are supplied by the Company
- overhead
- ~~or, in designated areas,~~ underground conductors are supplied by the ~~Company~~ 208 Customer

208 Y/120 V

- three phase, four wire
- overhead secondary conductors are supplied by the Company
- underground secondary conductors are supplied by the customer

480 Y/277 V

- three phase, four wire
- overhead secondary conductors are supplied by the Company for loads ~~15 kVA~~up to 300 KVA~~150 kVA~~
- ~~overhead~~underground secondary conductors are supplied by the customer ~~for loads 300 KVA to 1,500 KVA~~

600 Y/347 V

- three phase, four wire
- overhead secondary conductors are supplied by the Company for loads up to 150 kVA
- underground secondary conductors are supplied by the customer ~~for loads 150 KVA to 2,500 KVA; and~~

4160 Y/2400 ~~Y~~V

- three phase, four wire, 2,000 ~~KVA~~kVA to 10,000 ~~KVA~~kVA
- overhead secondary conductors are supplied by the customer
- underground secondary conductors are supplied by the customer

SCHEDULE B: MAXIMUM COMPANY INVESTMENT

The Maximum Company Investment Levels set out in this Schedule are effective January 1, 2011xxx xx, 20xx.

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

(a) Residential Service:

\$~~1,500~~3,210 per single family dwelling; and
\$ ~~725~~900 per Multiple Dwelling unit

(b) General Service:

\$~~690~~1,870 per kW, which shall not be less than five kilowatts, provided that if the estimated service life is less than 25 years or seasonal, then the Maximum Company Investment shall be determined in the manner described in paragraph 2;

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

(c) Municipal Street Lighting:

\$1,~~240~~675 per light.

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

SCHEDULE C: CONDITIONS FOR UNDERGROUND SUBDIVISIONS

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

- (a) At the time of the request for underground Service no Service available in the area to be served by such extension, and not less than 25 single family dwellings (or such lesser number as may be agreed to by the Company) will be connected to such extension (the "underground service area"), each of which is situated upon said subdivision;
- (b) All permanent Service in the underground service area shall be provided exclusively through underground conductor lines;
- (c) The Developer shall provide, without cost to the Company, such rights-of-way, easements, utility corridors, lands for substation and transformer locations as the Company may require for the installation, operation and maintenance of such extension, which the Developer shall keep free and clear of any buildings, structures, fences, pavement, trees or any other obstructions which may hinder the Company in installing, maintaining or removing its Facilities;
- (d) The Company shall not be obligated to install such extension until it is reasonably satisfied that the extension will not thereafter be damaged or interfered with, and, in any event, any costs incurred by the Company in relation to the relocation, reinstallation or as a result of damage to such extension shall be paid by the Developer;
- (e) Service, for purposes other than residential use and street lighting, may be provided from such extension only with the consent of the Company;
- (f) In relation to the standard underground Service, the Developer shall provide a meter socket and service conductor protection from sixty centimeters below grade level to the line side of the meter socket and will ensure the installation of a service having a 200 ampere capacity. Non-standard Services will be subject to prior written approval by the utilityCompany;
- (g) The Developer shall provide to the Company a certified copy of the registered plan of subdivision and final construction plans showing the location and elevation of sidewalks, curbs and gutters, driveways (if known) and underground utilities together with such evidence as the Company may reasonably require to the effect that all rules and regulations applicable to the development have been or will be compiled 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 one point five (1.5) meters on each side of the alignments for the underground conductor lines shall be graded by the developer to within eight (8) centimeters of a final grade;
- (j) Unless otherwise agreed to by the Company, the Developer shall provide a survey for the location of transformers, street light bases and cable routing, as required;
- (k) Sidewalks, curbs and gutters may be constructed by the Developer but no other permanent improvements shall be made until approved by the Company.
- (l) Costs related to the installation of distribution system infrastructure shall be the responsibility of the Developer; and
- (m) The Company investment will be applied toward the individual Customer Service connection in accordance with Schedule B.

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

SCHEDULE D: FEES AND SERVICE CHARGE SUMMARY

CONNECTION, and RECONNECTION FEES

Connection Fee (4.3, 4.11):

During normal business hours: _____ \$50.00

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

Reconnection Fee (4.15, 11.2)

During _____ normal _____ business
hours: _____

_____ \$60. Standard

meter _____ \$11.00

Non-Standard meter _____ \$66.00

Outside of normal business hours:

Standard meter _____ Company's actual cost (min. ~~\$60~~11.00)

Non-Standard meter _____ Company's actual cost (min. \$66.00)

Reconnection Fee (4.15, 11.2):

During normal business hours:

Standard meter _____ \$11.00

Non-Standard meter _____ \$79.00

Outside of normal business hours:

Standard meter _____ Company's actual cost (min. \$11.00)

Non-Standard meter _____ Company's actual cost (min. \$79.00)

~~CUSTOMER USAGE INFORMATION REQUESTS~~

~~Applies to historical usage information requests with written
authorization of the Customer (3.8) _____~~

~~Company's actual cost (min \$75.00)~~

SUPPLEMENTARY METER READS

Standard Meter reads (3.8) _____ \$11.00 (per read per meter)

Non-Standard Meter reads (in person) (3.8)* _____ \$87.00 (per read per meter)

* Non-Standard Meter reading fees for the regular billing process are not effective

until the customer rejects the meter replacement to a standard meter or until the expected replacement date.

LATE PAYMENT AND DISCONNECTION

Collection Fee (4.15, 7.4)	\$30 \$40.00
(personal visit) Late Payment Charge (7.4):	1.5% per month (19.56% per annum)
Dishonoured Payments Fee (7.5)	\$25 \$33.00

Dishonoured payments may include the charges the Utilities incur for the dishonoured payment, the payment amount owed, and the applicable fees for dishonoured payment and collection.

METER DISPUTES

Meter Accuracy Test Handling Fee (6.3)

Self Contained Meter	\$100 \$135.00
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Instrument Meter	\$200 \$265.00
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The Fees and Service Charges Summary does not include all additional or supplementary services. When requested, customers will be advised of the fees for those services in advance.

The fees and service charges, including additional and supplementary services not included in the Fees and Service Charges Summary will be based on , are for cost recovery purposes.

YUKON ENERGY CORPORATION

AND

**THE YUKON ELECTRICAL COMPANY LIMITED
o/a ATCO ELECTRIC YUKON**

TERMS AND CONDITIONS

OF

SERVICE

Effective: 2025-xx-xx
Supersedes: 2011-06-01

Board Decision: 2025-xx

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1. INTRODUCTION

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

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

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

2. INTERPRETATION

2.1 Definitions

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

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

"Board" - the Yukon Utilities Board.

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

"Company" - The Yukon Electrical Company Limited o/a ATCO Electric Yukon or Yukon Energy Corporation.

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

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

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

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

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

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

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

"EFT" - Electronic Funds Transfer

"Energy" - electric energy consumed expressed in kilowatthours.

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

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

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

"Generating Customer" – Customer with generation equipment on premises, including microgeneration entities interconnected with the Company's Facilities.

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

"Interconnected System" - those portions of the Company's Facilities which are connected to the YIS.

"YIS" - the Yukon Interconnected System.

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

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

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

"Micro-Generation Customer" – an individual, small business, or community who owns a small-scale generating unit of electric power intended to meet the customer's energy needs.

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

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

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

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

"Seasonal Disconnection of Service" – service between October 15 to April 15, or between April 16 to October 14 when the overnight temperature is forecast to drop below zero (0) degree Celsius.

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

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

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

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

"Standard Meter" – means a meter that has the capability of remotely communicating with the Company's metering network, or any meter the Company deems appropriate in its sole discretion. However, the meter must meet Canadian Standards Association (CSA) guidelines and Measurement Canada standards. Non-standard meters must also meet CSA guidelines and Measurement Canada standards.

2.2 Conflicts

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

2.3 Headings

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

2.4 Schedules and Appendices

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

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

3. GENERAL PROVISIONS

3.1 Board Approval

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

3.2 Terms and Conditions Prevail

- (a) These Terms and Conditions, as amended from time to time, apply to the Company and to every Customer to which the Company provides a Service Connection.
- (b) The application for a Service Connection (whether verbal or written), the use by the Customer of a Service Connection to obtain Electricity Services or the payment by the Customer of an account rendered by the Company in relation to a Service Connection shall constitute acceptance by the Customer of these Terms and Conditions.

3.3 Ownership of Facilities

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

3.4 Use of Energy

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

3.5 Customer Extensions

A Customer shall not extend or permit the extension of the Customer's facilities connected to the Company's facilities beyond property owned or occupied by the Customer for any Point of Service.

3.6 Customer Generation

- a) A Customer must notify the Company and sign an agreement with the Company if the Customer wishes to have service:
 - 1) in parallel operation with; or
 - 2) as supplementary, auxiliary or stand-by Service to any other source of electric Energy.

The following do not apply to supplementary, auxiliary or stand-by generation:

- b) A Generating Customer shall obtain and provide to the Company copies of all applicable required permits, licenses and authorizations prior to commencement of service or any change in service requirements at any point of interconnection, including technical specifications and operating requirements.
- c) The Generating Customer will be responsible for providing technical information to the Company as required. The Company will treat this information as confidential and will not release such information to any other parties without the express and written consent of the Generating Customer.
- d) The Generating Customer will be responsible for operating in compliance with accepted industry operating and maintenance standards as established, from time to time, by the Company, and as specified in the operating agreement between the Generating Customer and the Company. The Company shall have the right to inspect the Generating Customer's facilities for compliance.
- e) The Company has the right to refuse the connection, terminate service to or refuse power generated by Generating Customers due to safety concerns or potential impacts on the grid and service reliability for reasons outlined in Sections 11.2 and 11.3.

3.7 Frequency and Voltage Levels

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

3.8 Fees and Other Charges

The Company will provide all standard services hereunder pursuant to the approved Electric Service Tariff. All additional and supplementary services provided by the Company to a Customer will be charged a separate rate or fee, such as those included, without limitation, in Schedule D herein. Fees and Other charges not defined in Schedule D (e.g. NSF charges) will be recovered from the Customer requesting the service on a flow-through recovery basis. Payment for these services shall be in accordance with the provisions of these Terms and Conditions.

4. APPLICATION FOR AND CONDITIONS OF SERVICE

4.1 General Requirements

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

4.2 Conditions of Service

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

4.3 Connection Fee

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

4.4 Application of Rate Schedules

- (a) The Company will make Customers aware of the various price schedules under which the Company provides service to Customer rate classes and are approved by the Board.
- (b) Whether or not a Customer has signed an application or contract for Service, these Terms and Conditions and the Rate Schedule applicable to the Service supplied by the Company shall apply. In addition to payments for Service, the Customer is required to pay the Company the amount of any tax or assessment levied by any tax authority on Service delivered to the Customer.

4.5 Significant Change in Load

- (a) Notwithstanding the requirements of Section 8.1, a Customer shall give to the Company 90-day prior written notice of any significant change in load, which is equal to or greater than 20 percent of the Customer existing Connect Load, or as otherwise communicated by the Company (examples, not limited to, include electric heating, EV charger, hot tub or sauna, portable 240 V electric heater, air conditioner, stove, hot water heater, and industrial appliances).
- (b) The Customer shall not change its requirement for a Service Connection without the Company's written permission. The Customer shall be responsible for all damage caused to the Company's facilities as the result of the Customer changing its requirements for a Service Connection without the Company's permission.

4.6 Security Deposit

- (a) Security Deposit Requirements

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

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

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

- (b) Amount of Security Deposits

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

- (c) Interest on Security Deposits

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

the deposit is refunded.

(d) Refunds of Security Deposit

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

- (i) the Customer's Service is disconnected, other than for default in payment of accounts, and the Customer has paid all amounts owing to the Company; or
- (ii) the Customer has established a Satisfactory Credit Rating.

(e) Use of Security Deposit

If a Customer fails to pay any amount billed, the Company may apply all or any portion of that Customer's Security Deposit to the unpaid amount including interest and any Late Payment charges as per Schedule D. The Customer will then be required to fully restore the Security Deposit before Service is reconnected or continued.

4.7 Delay in Taking Service

(a) Subdivision or Multiple Dwelling Residence

In circumstances whereby the Company will install Facilities to serve a subdivision or a multiple dwelling residence, and it is determined that service will not be taken within 12 months of the In-Service date, the Customer shall pay for the entire cost of the new extension. For each Point of Service in the subdivision or multiple dwelling residence that is energized within five (5) years of the In-Service date, the Company will refund the payment for each Point of Service based on the Maximum Company Investment specified in the Schedule B. Otherwise, the Company shall be entitled to retain such payment as compensation for its costs incurred in respect of the Service Connection.

(b) Non-Subdivision or Non-Multiple Dwelling Residence

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

4.8 Extension of Service

(a) Customer's Construction Contribution

If the Company's estimated costs of extending Facilities at the request of a Customer are less than the Maximum Company Investment specified in Schedule B for the type of Service requested, the Customer will not be required to make any Construction Contribution. In all other cases, an

agreement for payment of the Construction Contribution must be made between the Customer and the Company before any work on the extension is commenced.

(b) Cost Sharing

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

For projects exceeding \$20,000, cost sharing shall apply over a ten (10)-year period, commencing December 31 of the year of construction of the original extension, with no limit on the number of cost shares. For projects greater than \$10,000 but not exceeding \$20,000, cost sharing shall apply over a five (5)-year period, commencing December 31 of the year of construction of the original extension, with a maximum of three (3) cost shares.

Cost sharing will not be eligible for any public services such as streetlights, heat tapes, and small technology services such as telecommunications power supplies.

4.9 Underground Subdivision Extensions

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

4.10 Conversion from Overhead to Underground Service

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

Customer Request – Existing Service;

- (a) the actual cost of removing the existing Facilities, less the estimated value of the salvaged material, plus
- (b) the actual cost of installing the new underground Facilities

Customer Request – New Service;

- (a) the actual cost of installing the new underground Facilities, less any available Company Investment as specified in Schedule B - Maximum Company Investments.

4.11 Temporary Service

Where the Company reasonably believes that a requested Service will be temporary, a Connection Fee as specified in Schedule D will be assessed and the Company may require the Customer requesting the Service to pay the Company's total

estimated cost of installation and removal of Facilities necessary for the desired Service less the estimated value of the salvaged material.

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

4.12 Mobile Homes

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

4.13 Multiple Dwellings

Each individual unit within a Multiple Dwelling will be served as a separate Point of Service and billed individually on the applicable residential rate without exception. Common use areas such as hallways, lobbies, laundry rooms, elevators, and parkades will be billed under the applicable general service price schedule.

4.14 Relocation of Company Facilities

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

4.15 Reconnection

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

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

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

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

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

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

5. RIGHTS OF WAY AND ACCESS TO FACILITIES

5.1 Easements

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

5.2 Right of Entry

The Company's employees, agents or other representatives shall have the right to enter a Customer's property at all reasonable times for the purpose of installing, maintaining, repairing, replacing, testing, monitoring, meter reading, disconnecting, or removing the Company's Facilities and for any other purpose incidental to the provision of Service. The Customer shall not prevent, hinder, or charge a fee for allowing the Company's entry, including the use of roads on the Customer's property, or any adjacent or nearby property or Crown land over which the Customer has the right to grant access for the purposes listed in this section. The Company will endeavour to provide reasonable notice to the Customer when the Company requires entry to the Customer's property for planned maintenance or repair to the Company's Facilities. The Company may charge a "No Access Fee" as set in Appendix D any time the Company's entry is attempted but terminated by the Company's employees, agents or other representatives for reasons of safety or where entry is otherwise prevented, hindered or refused.

5.3 Vegetation Management

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

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

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

undertake the work required before such work is performed by the Company.

5.4 Interference with Company's Facilities

Customers shall not install, or allow to be installed, temporary or permanent structures that could interfere with the proper and safe operation of the Company's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes. The Company, without notice, may terminate a Customer's Service for safety reasons as described in Section 11.2.

5.5 Customer Brushing

Customers requesting Service that requires the extension of Facilities to the Customer's property shall be responsible for brushing on the Customer's property in accordance with the Company's specifications. In addition, unobstructed access to each structure requiring Service must be provided. The Company, without notice, may terminate a Customer's Service for safety reasons as described in Section 11.2.

6. METERS

6.1 Installation

(a) Provision and Ownership

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

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

(b) Responsibility of Customer

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

(c) Changes to Standard Metering

- 1) A Customer may decline the installation of a Standard Meter or a Customer may request that a Standard Meter be replaced with a Non-Standard Meter on written request to the Company provided that the Customer receives services at a Site that is not part of a Multiple Dwelling;
- 2) the Service rating is 200 amperes or less;
- 3) the Service is designated as a residential service;
- 4) the Service is not a Generating Customer;
- 5) the Company has regular and ongoing access to the meter;
- 6) the Customer is the owner of the premises where the Service is received; and
- 7) a Non-Standard Meter continues to be offered by suppliers for procurement.

Any Customer that is subject to the exception above shall be required to pay for meter reads as set out in Schedule D under supplementary meter reads for non-standard meters. These charges will only apply after:

- the Customer rejects the installation of the standard meter on or before the installation date; or
- at the Customer request, the standard meter is replaced by a non-standard meter.

Where a Customer at a site that is metered by a Non-Standard Meter pursuant to this section discontinues Service, the Company will install a Standard Meter to be used to meter Energy to that site for its future Customers.

A Customer at a Site that is metered by a Non-Standard Meter that has declined the installation of a Standard Meter may at any time request that the Company install a Standard Meter at that Site.

6.2 Location

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

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

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

6.3 Meter Tests and Adjustments

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

specified in Schedule D. The fee will be applied to the Customer's next billing following the meter test results.

6.4 Access to Meters

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

7. METER READING AND BILLING

7.1 Reading and Estimates

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

In cases where the customer meter is not read for more than two consecutive months and the variance between the actual meter reading and the estimates results in a true-up greater than \$400.00, the customer will have the option to pay for the variance over a three-month period without incurring interest or additional fees related to late payment.

7.2 Calculation of Bills

- (a) The Company bills the Customer based on the charges set out in the Rate Schedules.
- (b) The amount of any initial and final charges will be prorated, based upon the ratio of the number of days that Service was provided to a Customer in the billing period to the total number of days in the billing period.
- (c) The Company may elect not to issue a bill to 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. However, where the company has elected to not issue a bill to a customer, those charges will be reflected in the next bill to the customer.
- (d) 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.
- (e) The Company may elect to change a Customer's meter reading schedule.
- (f) Where a meter reading schedule is changed, any charges during the transition period between the old and new meter reading schedule, may be prorated based upon the ratio of the number of days that Service was provided to a Customer in the billing period to the total number of days in the billing period.

7.3 Payment

- (a) The amount billed is due and owing when the bill is rendered and payable by the date indicated on the bill.

- (b) Bills shall be deemed rendered and other notices duly given when delivered to the Customer at the mailing address provided by the Customer. Failure to receive a bill does not entitle a Customer to any delay in payment or release a Customer from the obligation to pay the amount owing.
- (c) Payment of a bill for Service may be requested by the Company from any or all of the Customers, on a joint and several basis, even if the Customer no longer resides in the same premises when payment is due.
- (d) The bills are payable by way of EFTs, cash, debit bank payments, credit cards, money order, [cheque](#), or certified cheque as noted in the bills. The customer is responsible for the additional charges that may result due to payment methods other than those noted in the bills.

7.4 Late Payment Charge

The Company may add a Late Payment Charge as specified in Schedule D on any overdue amount not received by the due date specified in the issued bill. A Collection Fee as specified in Schedule D will be charged if a personal visit is required to collect an overdue amount.

7.5 Dishonoured Payments

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

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

7.6 Outstanding Charges

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

7.7 Payment Arrangements

Where a payment arrangement is established between the Customer and the Company, a written or electronic copy of the arrangement shall be provided to the customer and retained by the Company, outlining the payment conditions and the consequences for non-payment.

7.8 Totalized Metering

When Service is provided through multiple Points of Service to a Customer's plant site consisting of centralized processing facilities or product transportation facilities located on lands leased or owned by the Customer, where such multiple

Points of Service are located within a radius of half a mile of each other, the Customer and Company may agree that the Demand and Energy at each Point of Service be totalized and only one bill issued for each billing period. The Customer shall pay the incremental metering cost associated with totalized metering.

7.9 Combined Service

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

7.10 Consolidated Billing

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

7.11 Unauthorized Use

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

Where the Company determines that there has been unauthorized use of the Service Connection 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 services provided, the Company will bill the Customer for the Company's estimate of such unauthorized use, including repairs of damage or reconstruction of Company Facilities. Nothing in this section shall limit any other rights or remedies that the Company may have in connection with such unauthorized use.

7.12 Billing Error

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

8. SERVICE CHANGES

8.1 Notice by Customer

A Customer shall give to the Company 90-day prior written notice of any change in Service requirements, including any material change in Connected Load, to enable the Company to determine whether or not it can supply such revised Service without changes to its Facilities. The Customer shall not change its Service requirements without the Company's written permission.

8.2 Responsibility for Damage

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

8.3 Changes to Company Facilities

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

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

9. COMPANY RESPONSIBILITY AND LIABILITY

9.1 Continuous Supply

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

9.2 Interruption

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

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

Depending on the system conditions and issues during an interruption event, the Company may first interrupt major industrial customers and Generating Customers with higher demand before interrupting other customers. The Company may also first interrupt Micro-Generation Customers that are deemed to have an impact to the reliability and safety of the system.

9.3 Reasonable Efforts

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

9.4 Company Liability

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

Except as described below in this clause, the Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature, arising out of or in any way

connected with the provision of Service by the Company to its Customers including any failure, defect, fluctuation, reduction or interruption in the provision of Service by the Company to its Customers.

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

9.5 Force Majeure

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

10. CUSTOMER RESPONSIBILITY AND LIABILITY

10.1 Provide Permit

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

10.2 Customer Responsibility

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

10.3 Customer Liability

- (a) The Customer assumes full responsibility for the proper use of Facilities and for the condition, suitability and safety of any and all wires, cables, devices or equipment energized on the Customer's premises or on premises owned or controlled by the Customer that are not the Customer's property.
- (b) The Customer will ensure that its Facilities comply with the applicable requirements of the Canadian Electrical Code and with any other technical guidelines that may be issued from time to time by the Company. Where a Customer uses its Service Connection in a manner that causes interference with the operation of the Company's Facilities or with any Customer's use of a Service Connection, such as abnormal voltage levels, frequency levels or harmonic and interharmonic levels, at the Company's request, and at the Customer's own expense, the Customer shall take whatever action is required to correct the interference or disturbance. Alternatively, the Company may elect to correct the interference or disturbance at the Customer's sole expense.
- (c) A Customer shall design, install and operate the Customer's Facilities in such a manner as to maintain a Power Factor of not less than 90%. The Company may require any Customer not satisfying this Power Factor requirement to furnish, install, and maintain, at no cost to the Company, such corrective equipment as the Company may deem necessary under the circumstances assumed as per applicable rate schedule.

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

10.4 Protective Devices

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

10.5 Service Calls

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

11. TERMINATION OF SERVICE

11.1 Termination by Customer

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

11.2 Company Termination for Safety Reasons

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

- (a) the Customer has permitted the wiring of their Facilities to become hazardous;
- (b) the wiring of the Customer's Facilities fails to comply with applicable law; or
- (c) the Customer has caused any other safety hazards, including, but not limited to, using their Service in such a way that causes damage to the Company's Facilities or interferes with or disturbs Service to any other Customer.
- (d) safety of the Company's employee is at risk because of facilities or animals located on the Customer's property and/or displayed behaviour or threats made by the Customer towards the Company or its employees.

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

11.3 Company Termination Other than for Safety

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

- (a) fails to meet its obligation under these Terms and Conditions, the terms of a contract for Service, or of the Company's Rate Schedules;
 - (b) uses their Service Connection in such a way that causes interference with operation of the Company's Facilities or any other Customer's use of a Service Connection such as abnormal voltage levels, frequency levels, harmonic and interharmonic levels.
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- (c) tampers with any Company Facilities;
 - (d) neglects or refuses to pay the amount billed for Service due and owing to the Company by the date indicated on the bill for Service;
 - (e) changes Service requirements without the permission of the Company; or
 - (f) makes use of the Service for illegal purposes or in circumstances where the Company has evidence of Energy theft, or fraud by the Customer.

11.4 Removal of Facilities

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

SCHEDULE A: STANDARD SUPPLY SPECIFICATIONS

The Company's standard supply specifications, which are in accordance with Canadian Standards Association standard CAN-C235-83, are listed in the following section.

Upon request by the Customer, the Company may provide other supply voltages or supply arrangements. If this option is chosen, the Customer will be responsible for all incremental costs associated with the provision of service using non-standard supply arrangements or voltages as determined by the Company.

(a) Residential:

- | | |
|-------------|---|
| 240/120 V | <ul style="list-style-type: none">- single phase, three wire- secondary conductors are supplied by the Company- overhead or, in designated areas, underground conductors are supplied by the Company |
| 208 Y/120 V | <ul style="list-style-type: none">- single phase, three wire<ul style="list-style-type: none">• secondary conductors are supplied by the Company• overhead or, in designated areas, underground conductors are supplied by the Company |

(b) General Service:

- | | |
|-------------|--|
| 240/120 V | <ul style="list-style-type: none">- single phase, three wire- overhead secondary conductors are supplied by the Company- underground secondary conductors are supplied by the customer |
| 208 Y/120 V | <ul style="list-style-type: none">- single phase, three wire- secondary conductors are supplied by the Company- overhead- underground conductors are supplied by the Customer |
| 208 Y/120 V | <ul style="list-style-type: none">- three phase, four wire- overhead secondary conductors are supplied by the Company- underground secondary conductors are supplied by the customer |
| 480 Y/277 V | <ul style="list-style-type: none">- three phase, four wire- overhead secondary conductors are supplied by the Company for loads up to 150 kVA- underground secondary conductors are supplied by the customer |

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- | | |
|---------------|--|
| 600 Y/347 V | <ul style="list-style-type: none">- three phase, four wire- overhead secondary conductors are supplied by the Company for loads up to 150 kVA- underground secondary conductors are supplied by the customer |
| 4160 Y/2400 V | <ul style="list-style-type: none">- three phase, four wire, 2,000 kVA to 10,000 kVA- overhead secondary conductors are supplied by the customer- underground secondary conductors are supplied by the customer |

SCHEDULE B: MAXIMUM COMPANY INVESTMENT

The Maximum Company Investment Levels set out in this Schedule are effective xxx xx, 20xx.

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

\$3,210 per single family dwelling; and
\$ 900 per Multiple Dwelling unit
 - (b) **General Service:**

\$1,870 per kW, which shall not be less than five kilowatts, provided that if the estimated service life is less than 25 years or seasonal, then the Maximum Company Investment shall be determined in the manner described in paragraph 2;

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

\$1,675 per light.
2. The Maximum Company Investment in any extension of service, whether or not specified in paragraph 1, the Load characteristic and service life of which are expected to vary materially from the average for that type of Service, shall be determined based on an analysis of the load characteristics and service life, as a pro-ration of the full Maximum Company Investment for that class of customer.
3. The maximum cost which the Corporation will incur to extend Service to a Point of Delivery shall be determined for Industrial Service in the manner specified in an agreement with the Industrial Customer and subject to approval by the Board.

SCHEDULE C: CONDITIONS FOR UNDERGROUND SUBDIVISIONS

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

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

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

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

SCHEDULE D: FEES AND SERVICE CHARGE SUMMARY**CONNECTION, and RECONNECTION FEES**

Connection Fee (4.3, 4.11):

During normal business hours:

Standard meter	\$11.00
Non-Standard meter	\$66.00

Outside of normal business hours:

Standard meter	Company's actual cost (min. \$11.00)
Non-Standard meter	Company's actual cost (min. \$66.00)

Reconnection Fee (4.15, 11.2):

During normal business hours:

Standard meter	\$11.00
Non-Standard meter	\$79.00

Outside of normal business hours:

Standard meter	Company's actual cost (min. \$11.00)
Non-Standard meter	Company's actual cost (min. \$79.00)

SUPPLEMENTARY METER READS

Standard Meter reads (3.8)	\$11.00 (per read per meter)
Non-Standard Meter reads (in person) (3.8)*	\$87.00 (per read per meter)

* Non-Standard Meter reading fees for the regular billing process are not effective until the customer rejects the meter replacement to a standard meter or until the expected replacement date.

LATE PAYMENT AND DISCONNECTION

Collection Fee (4.15, 7.4)	\$40.00
Late Payment Charge (7.4)	1.5% per month (19.56% per annum)
Dishonoured Payments Fee (7.5)	\$25.00

Dishonoured payments may include the charges the Utilities incur for the dishonoured payment, the payment amount owed, and the applicable fees for dishonoured payment and collection.

METER DISPUTES

Meter Accuracy Test Handling Fee (6.3)

Self Contained Meter	\$135.00
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Instrument Meter	265.00
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The Fees and Service Charges Summary does not include all additional or supplementary services. When requested, customers will be advised of the fees for those services in advance. The fees and service charges, including additional and supplementary services not included in the Fees and Service Charges Summary will be based on cost recovery.

Technical Memorandum:
Intermittent Renewable Integration Study
Yukon Integrated System

Date: March 21, 2025

Prepared For: Yukon Development Corporation
Prepared By: Jeremy Sneath

1. Executive Summary

Background

Electranix is undertaking PSCAD simulations to confirm the impacts of existing levels of distributed energy resources (DER) and assess the impact of adding additional DER to the Yukon Integrated System (YIS), with a focus on system stability. DERs include any distributed generation (i.e.: micro-gen rooftop solar and IPP generation). High levels of renewable penetration in a small or relatively weak grid can cause significant problems, including some of the frequency control issues that have been observed in the YIS. The goal of this study is to use simulations to understand these issues and study potential mitigation options.

Please note that this study is narrowly focused on technical solutions to the issue. It does not address broader economic impacts, policy considerations, or other energy-related priorities, which are also crucial for a comprehensive understanding of the program's overall benefits and implications.

Studies

PSSE powerflow models of the YIS were updated to represent the state of the grid immediately prior to two different concerning events that occurred in 2023 and 2024, respectively. These events involved the grid frequency drifting far enough from 60 Hz that the distributed micro-gen tripped off, resulting in the frequency dropping low enough to trigger under-frequency load shedding (UFLS), resulting in power outages.

PSCAD cases were developed, beginning with importing these powerflow conditions into PSCAD and including detailed models for frequency control devices and frequency response. These details include, but are not limited to, the following: UFLS, generator protections, distributed solar ride through characteristics, and breaking resistors. A selection of event simulations was performed. These included faults, line outages, generator outages and load pickups. The results of the load pickup simulations are representative of either an actual load energization or a generation loss. The simulations were performed with two micro-gen rooftop solar protection settings:

1. With the currently installed micro-gen solar protection settings; and
2. With all micro-gen updated to the category 2 protection settings .

Results

Load Pickup

The results of load pickup simulations are very similar to reports of events that have occurred in the YIS in 2023 and 2024. A load pickup of 2 MW causes the frequency to drift outside of the existing operating range of the micro-gen solar. This results in the micro-gen solar tripping off due to under-frequency resulting in micro-gen outages. When the micro-gen solar levels are above 50% (of the currently installed 5.8 MW) this causes the frequency to drop even lower until the UFLS systems begin to trip off loads. This causes power outages for customers and is not acceptable performance following a load pickup.

Technical Memo: Intermittent Renewable Integration Study
Yukon Development Corporation

All of the simulations were performed with 0, 50, 75, and 100% of currently installed micro-gen solar generation (5.8 MW). For the load pickup scenarios, when the amount of micro-gen solar is reduced to 50% (of the currently installed 5.8 MW) or less, the micro-gen solar still trips off for a 2 MW load pickup but there is no load shedding in either of the scenarios studied thus confirming that increased micro-gen solar in the current configuration exacerbates the challenge.

When the existing micro-gen solar ride-through settings are updated to category 2 (allowing the micro-gen solar to operate in a broader frequency and voltage range), the micro-gen solar does not trip on the simulated load pickups and there is therefore no load tripped. This result confirms the importance of adjusting the micro-gen solar ride through settings to category 2 as an effective mitigation for the studied load pickup scenarios. While the model suggests that adjusting micro-gen solar ride through settings significantly improves grid stability at existing micro-gen solar levels, additional grid stability challenges are likely to occur should additional distributed solar be added to the grid.

These simulations of load pickups resulting in frequency drop, micro-gen solar tripping, further frequency drop and load shedding are similar to the events of 2023 and 2024. This validates the simulation models and confirms that the micro-gen trips were the root cause of those system events.

Fault Scenarios

The results of the generator-loss/fault/clearing contingencies include varying amounts of generator tripping and UFLS tripping (power outages for loads). Some outages occur without the micro-gen solar included in the model but increasing the amount of micro-gen solar results in increased UFLS and IPP generator tripping for some of the scenarios. Upgrading all micro-gen to the category 2 ride-through settings reduces the amount of generator tripping and load outages but is not sufficient to mitigate all of the adverse effects of the micro-gen on the system performance following the generator-loss/fault/clearing scenarios studied.

Conclusions and Recommendations

- Currently installed distributed solar generation in the YIS is causing and worsening existing stability problems. Additional distributed solar generation should not be installed at this time.
- Given the frequency variability in the YIS, having devices with very sensitive frequency protection trip settings (like the existing micro-gen solar) can result in increased IPP generation tripping and load outages during relatively minor load pickup events. It is recommended that steps be taken to update all existing micro-gen solar to the category 2 ride-through settings. Changing these protection settings will not solve all of the observed issues, but it will reduce the occurrence of some of the cascading events that have occurred and been observed in the simulation results.
- It is necessary to have frequency regulating capability sufficient to cover the variability of the renewable resources but this capability needs to be fast enough to react to events before the frequency drifts far enough to cause cascading generation and load outages. This capability is missing at the current DER penetration level and needs to be addressed. A battery energy storage system (BESS) may be able to quickly respond and control the grid frequency effectively.

Next Steps

The next steps in this study are to model the existing levels of DER with the planned BESS online, and investigate the necessary system components necessary to manage existing levels of DER and increase DER penetration, including IPP and/or micro-gen.