

**YUKON ENERGY CORPORATION**

**AND**

**THE YUKON ELECTRICAL COMPANY LIMITED**

**ELECTRIC SERVICE REGULATIONS**

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**ELECTRIC SERVICE REGULATIONS**

**1. INTERPRETATION**

**1.1 Definitions**

Unless the context requires otherwise, the following words and phrases, whenever used in these Regulations, the Electric Service Tariff or an application, contract or agreement for service, shall have the meanings set out below.

**"billing demand"** - the demand upon which billing to a customer is based.

**"Board"** - the Yukon Utilities Board.

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

**"connected load"** - the sum of the capacities or ratings of the electric energy consuming apparatus connected to a supplying system.

**"construction contribution"** - the difference between the cost of extending the Company's facilities to serve a customer and the maximum Company investment specified in Schedule B.

**"customer"** - means a person, firm, corporation, association or organization which has applied for or is receiving the provision of service by the utility. This would include joint tenants whether or not their name appears on the application.

**"demand"** - the rate at which electric energy is delivered by the Company (expressed in kilowatts, kilovoltamperes or other suitable unit) at a given instant or averaged over any designated period of time.

**"energy"** - electric energy (expressed in kilowatt hours).

**"extraordinary circumstances"** - 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, 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, and any other cause, whether of the kind herein enumerated or otherwise.

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

**"family dwelling"** - a residential dwelling unit which is not a multiple dwelling, consists of single family living quarters having in one self-contained unit at least sleeping quarters, a kitchen and bathroom (see definition of "multiple dwelling").

**"in-service date"** - the date on which the customer specifies service is to be available or the date the service is actually available, whichever is later.

**"interconnected system"** - those portions of the Company's facilities which are connected to the Whitehorse/Aishihik/Faro (WAF) power grid or to the Mayo-Dawson grid.

**"isolated system"** - those portions of the Company's facilities which do not form part of the interconnected system.

**"load"** - the demand and energy delivered to or required at any point of delivery.

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

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

**"multiple dwelling"** - a residential building containing more than one residential dwelling unit.

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

**"power factor"** - the ratio of the highest metered kilowatt demand in a billing period to the highest metered kilovoltampere demand in that same billing period.

**"service"** - the delivery of energy by the Company at the demand required by a customer.

## **2. INTRODUCTION**

### **2.1 Board Approval**

These regulations have been approved by the Board.

The Company may amend these regulations by filing a notice of amendment with the Board. Included in the notice to the Board shall be notification of which customer groups are affected by the amendment and an explanation of how affected customers will be notified of the amendments. The amendment will take effect 120 days after such notice is filed unless the Board orders otherwise.

### **2.2 Electric Service Tariff**

These regulations are the Electric Service Regulations referred to in the Company's Electric Service Tariff and form part of the Electric Service Tariff.

### **2.3 Effective Date**

These regulations come into force on October 18, 2005, and replace the Company's previous Electric Service Regulations. Whenever the Board approves an amendment to these Regulations, revisions will be issued, with the effective date of the amendments indicated on the top of each affected page.

### **3. GENERAL PROVISIONS**

#### **3.1 Regulations Prevail**

These regulations apply to the Company and to every customer.

No agreement can provide for the waiver or alteration of any part of these regulations unless such agreement is first filed with and approved by the Board.

#### **3.2 Ownership of Facilities**

The Company remains the owner of all facilities it provides to serve the customer, unless a contract between the Company and customer specifically provides otherwise.

Payment made by customers for costs incurred by the Company in installing facilities does not entitle customers to ownership of any such facilities, unless a contract between the Company and the customer specifically provides otherwise.

#### **3.3 Use of Energy**

Unless otherwise provided in a contract with the Company, a customer shall not sell energy provided by the Company unless the Company has first given written consent.

#### **3.4 Customer Extensions**

A customer shall not extend service facilities beyond property owned or occupied by the customer.

#### **3.5 Customer Generation**

A customer must sign an agreement with the Company if he/she wishes to use service.

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

#### **3.6 Frequency and Voltage Levels**

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

Some voltage levels set out in Schedule A may not be available at all locations served by the Company.

#### **4. APPLICATION FOR AND CONDITIONS OF SERVICE**

##### **4.1 General Requirements**

To enable the Company to provide the requested service, applicants for service shall supply information regarding their load and preferred supply conditions.

An applicant shall be required to sign an application or a contract for service and may be required to provide credit information or references.

##### **4.2 Conditions of Service**

Before connecting any service, the Company will inform the customer if there are any special conditions that must be satisfied.

##### **4.3 Connection Fee**

Whenever a connection is made, the customer will pay a non-refundable connection fee of either:

- (a) \$15 if the connection is made during the Company's regular business hours; or
- (b) an amount not to exceed the Company's actual costs if the connection is made at any other time, which shall be included in the customer's first billing (save and except that, where the customer has paid a construction contribution for the service, the connection fee shall be deemed to be included in the construction contribution).

##### **4.4 Application of Rate Schedules**

Whether or not a Customer has signed an application or contract for service, the Regulations and the rate schedule applicable to the service supplied by the Company shall apply. In addition to payments for electric service, the customer is required to pay the Company the amount of any tax or assessment levied by any tax authority on electric service delivered to the customers.

##### **4.5 Extensions to Electric Heat Customers**

On isolated systems, service for electric space heating purposes may be supplied to customers only with the prior written permission of the Company.

#### 4.6 **Multiple Dwellings**

Each individual unit within a multiple dwelling will be served as a separate point of delivery unless the Company agrees otherwise. The Company and the customer may agree that one bill will be issued covering all individual units in a multiple dwelling. Where the Company and a customer have agreed that service to a multiple dwelling shall be delivered through a single point of delivery, the applicable general service (non-residential) rate will apply to the service.

#### 4.7 **Totalized Metering**

Normally, the Company will issue a separate bill for each point of delivery.

When service is provided through multiple points of delivery 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 delivery 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 delivery be totalized and only one bill issued for each billing period.

The customer shall pay the incremental metering cost associated with totalized metering.

#### 4.8 **Consolidated Billing**

The Company will issue a separate bill for each point of delivery. However, the customer and Company may agree that the Company will issue one bill totaling charges for service delivered at more than one point of delivery.

#### 4.9 **Security Deposit**

The Company may require any customer who has not established a satisfactory credit rating with the utility and cannot provide evidence of employment or who has been disconnected or where a current-limiting device has been installed, to provide a security deposit which shall not exceed the Company's estimate of the customer's total bills for any three-month period.

The Company will pay simple interest on the security deposit from the date the deposit is paid, at a rate of interest equal to the rate fixed for the most recent rate of the Yukon Landlord and Tenant Act and such interest will be credited to the customer's account on the first billing following December 31 of each year.

The Company may refund a security deposit when the customer has established a satisfactory payment history over a 12-month period or when the customer's service is terminated. Any interest owing at the time a security deposit is refunded will be included in the refund or credited to the customer's account.

#### **4.10 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.

When the Company has to take this step, the customer may be required to pay a security deposit up to the maximum amount allowed in regulation 4.9.

#### **4.11 Delay in Taking Service - Other than Subdivision**

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

#### **4.12 Extension of Service**

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 provided, the customer will not be required to make any contribution.

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

#### **4.13 Underground Subdivision Extensions**

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

#### **4.14 Conversion from Overhead to Underground Service**

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

- (a) the estimated cost of removing the existing facilities, less the estimated salvage value, plus
- (b) the estimated cost for the installation of the new underground facilities, less any applicable increase in Company investment as specified in Schedule B.

#### **4.15 Temporary Service**

Where the Company reasonably believes that a requested service will be temporary, it may require the customer requesting the service to pay the Company's total estimated cost of installation and removal of the service, plus the cost of unsalvageable material.

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

#### **4.16 Mobile Homes**

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

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

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

#### **4.17 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.

If requested by the Company, the customer shall pay the estimated cost of the relocation in advance.

#### **4.18 Reconnection or Restoration of Service**

This section applies when the Company is asked to reconnect or restore service to a customer whose service was previously restricted by a current-limiting device or discontinued (whether at the request of the customer or not).

This section does not apply when a customer's service was disconnected for safety reasons. (See regulation 11.2)

Before reconnecting or restoring service, the customer shall pay:

- (a) any amount owing to the Company;
- (b) a collection charge of \$45 if the reconnection is made during the Company's normal business hours, or, in any other case, an amount not exceeding the Company's actual cost of reconnection;
- (c) the security deposit, if any, required under regulation 4.9;
- (d) the minimum monthly bill for each month of disconnection, if service is reconnected within 12 months of disconnection for all rate schedules and service except seasonal service.

#### **4.19 Construction Contribution Cost Sharing**

Existing electrical customers may be entitled to cost sharing of the construction contribution for their extension, in accordance with the following terms. "Cost Sharing" refers to the procedure of having new customers who connect to an existing facility for which someone else has paid a contribution, assessed their share of that cost, which is then refunded to the existing customer.

Construction contributions share costing will be administered for a five year term commencing December 31 of the year of construction of the original extension. The utility will not administer refunds of less than \$50.00.

## **5. RIGHTS OF WAY AND ACCESS TO FACILITIES**

### **5.1 Easements**

The customer shall grant, or cause to be granted, to the Company, without cost to the Company, such easements or rights-of-way over, upon or under the property owned or controlled by the customer as the Company reasonably requires to provide service to such customer, including extensions thereof.

### **5.2 Right of Entry**

The Company's employees or agents shall have the right to enter a customer's property at all reasonable times for the purpose of installing, maintaining, monitoring and removing the Company's facilities and for any other purpose incidental to the provision of service.

The customer shall provide the Company with reasonable access to Company facilities located on the customer's property.

### **5.3 Vegetation Management**

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

The Company shall endeavor to notify a customer before such work is performed.

### **5.4 Interference with Company's Facilities**

Customers shall not place any structures that would interfere with the proper and safe operation of the Company's facilities or which would adversely affect compliance with any applicable legislation.

### **5.5 Customer Brushing**

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

## **6. METERS**

### **6.1 Installation**

The Company shall provide, install and seal all meters necessary for measuring the energy supplied to a customer, unless otherwise specifically provided in a contract with the customer.

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

### **6.2 Location**

Meter locations shall be approved by the Company based on type of service and convenience of access to the meter. 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.

### **6.3 Meter Tests and Adjustments**

The Company may inspect and test a meter at any reasonable time.

At the request of a customer, and upon payment of a \$25 fee, 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 the purpose.

If a test determines that the meter is not accurate within the limits set by government standards, the customer's bill will be adjusted accordingly. Where it is impossible to determine when the error commenced, it shall be deemed to have commenced three months before the test or on the date of the meter installation, whichever occurred later.

In the event that an adjustment is required, the \$25 shall be refunded.

### **6.4 Energy or Demand Diversion**

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

The Company may then estimate the demand and amount of energy supplied but not registered at the point of delivery. 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.

## **7. METER READING AND BILLING**

### **7.1 Reading and Estimates**

Customers' bills will be based on meter readings made by the Company from time to time or on estimates for those billing periods when the meter is not read.

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

### **7.2 Proration of Initial and Final Billings**

The amount of any initial and final charges, other than energy, 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.

The Company may elect not to charge a customer for the billing period if, during that period, demand was five kilowatts or less, service was provided for five days or less and energy consumption was five kilowatt hours or less.

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

### **7.3 Payment of Accounts**

Payment of a bill for service is due when rendered and payable by the date indicated on the bill.

Failure to receive a bill does not release a customer from the obligation to pay the amount owing for any service provided by the Company.

### **7.4 Late Payment Charge**

The Company may add a service charge equal to 1.0% per month (effectively 12.68% per annum) on any overdue amount.

### **7.5 Dishonored Cheques**

The Company may add a service charge of \$20 to a customer's bill in respect of any cheque returned by the customer's bank for any reason.

**7.6 Outstanding Charges**

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

## **8. SERVICE CHANGES**

### **8.1 Notice by Customer**

A customer shall give to the Company reasonable prior written notice of any change in service requirements, including any change in load to enable the Company to determine whether or not it can supply such revised service without changes to its facilities.

When a residential customer operates a business or commercial undertaking (collectively, a "business") in the customer's residence and when that business consumes electric energy, the customer shall notify the company of that fact. When the company is notified of business energy consumption, or has reasonable grounds to suspect business energy consumption, the company may request the customer to provide full particulars of all business energy consumption at the residence. The customer shall promptly provide the requested particulars. When the provided particulars confirm business energy consumption at the residence or when the customer provides inadequate or no particulars, the company may commence charging a general service rate for all energy provided. The general service rate shall apply until the customer has, to the company's reasonable satisfaction, caused separate metering systems to be installed for accurate and segregated recording of residential and business energy consumption at the residence (and, if such metering is installed, then the general service rate would apply only to the metered business energy consumption).

### **8.2 Responsibility for Damage**

The customer shall be responsible for all damage caused to the Company's facilities as the result of the customer changing service requirements without the Company's permission.

### **8.3 Changes to Company facilities**

If the Company must modify its facilities to accommodate a customer load or service change, the customer shall pay for all costs in connection with such modification including the following costs:

- (a) the estimated cost of removing the existing facilities, less the estimated salvage value, less
- (b) any applicable increased Company investment.

## **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 Planned Outages**

The Company reserves the right to interrupt, discontinue or reduce the supply of energy to any customer to allow for repairs and improvements to its facilities.

The Company shall endeavor to give prior notice to customers who will have service interrupted and will endeavor to ensure that such interruptions are as short and infrequent as circumstances permit.

### **9.3 Company Liability**

The Company shall not be liable for any loss, damage, expense, charge, cost or liability of any kind (excepting only direct physical loss, injury or damage to a customer or a customer's property, resulting from the negligent acts or omissions of the Company, its employees or agents) arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruption in the provision of service by the Company to its customers. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of profits, loss of earnings, or any other similar damage or loss whatsoever, arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of service to a customer.

### **9.4 Extraordinary Circumstances**

Should the Company be unable, because of extraordinary circumstances, to provide a continuous supply of energy to a customer, the Company's responsibilities, so far as they are affected by the extraordinary circumstances, shall be suspended during the duration of such circumstances. Where practical, the Company shall give notice to the affected customers of such extraordinary circumstances.

## **10. CUSTOMER RESPONSIBILITY AND LIABILITY**

### **10.1 Provide Permit**

The customer shall provide permits, licences and authorizations prior to commencement of service or any change of service requirements at any point of delivery.

### **10.2 Customer Responsibility**

The customer shall be responsible for the installation and condition of all facilities on the customer's side of the point of delivery.

The customer shall indemnify and save harmless the Company from and against any claim or demand for injury to persons or 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.

The customer shall be responsible for any damage to Company facilities located on the customer's premises where the damage is caused by the negligent acts or omissions or willful misconduct of the customer or anyone permitted by the customer to be on the premises.

### **10.3 Protective Devices**

The customer shall be responsible for determining whether the customer needs any devices to protect his equipment from damage that may result from the provision of service by the Company. The customer shall provide and install any such devices.

### **10.4 Service Calls**

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

## 11. TERMINATION OF SERVICE

### 11.1 Customer-requested Termination

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 (in writing) that he wishes to terminate his service. Upon receipt of such notice, the Company shall read the customer's meter within a reasonable time, and, shall use its best efforts to read the customer's meter at the time requested by the customer. A customer shall pay for all service provided to the time of such reading.

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

### 11.2 Company Termination for Safety or Technical Reasons

The Company may, without notice, terminate a customer's service where, in the Company's opinion:

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

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

### 11.3 Company Termination Other Than For Safety

The Company, or anyone acting under its authority, may, upon giving at least 48 hours' notice to the customer, terminate the customer's service or install a current-limiting device to restrict the service to such customer if the customer:

- (a) violates any provision of these regulations or of the Company's tariff;
- (b) tampers with any service conductors, meters, seals or any other facilities of the Company;
- (c) neglects or refuses to pay the charges for service due to the Company within 30 days of the date the bill for such service was rendered;
- (d) violates the provision of any contract or rate schedule applicable to the service;
- (e) changes service requirements without the permission of the Company; or
- (f) makes fraudulent use of the service being provided.

**11.4 Removal of Facilities**

Upon termination of service, the Company shall be entitled to remove any of its facilities located upon the property of the customer and to enter upon the customer's property for that purpose.

**SCHEDULE A**  
**STANDARD SUPPLY SPECIFICATIONS**

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

**(a) Residential:**

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

**(b) General Service:**

- |               |  |
|---------------|--|
| 240/120 V     | <ul style="list-style-type: none"><li>- single phase, three wire</li><li>- overhead secondary conductors are supplied by the Company</li><li>- underground secondary conductors are supplied by the customer</li></ul>   |
| 208 Y/120 V   | <ul style="list-style-type: none"><li>- three phase, four wire</li><li>- overhead secondary conductors are supplied by the Company</li><li>- underground secondary conductors are supplied by the customer</li></ul>   |
| 480 Y/277 V   | <ul style="list-style-type: none"><li>- three phase, four wire</li><li>- overhead secondary conductors are supplied by the Company for loads 15 KVA to 300 KVA</li><li>- overhead secondary conductors are supplied by the customer for loads 300 KVA to 1,500 KVA</li></ul> |
| 600 Y/347 V   | <ul style="list-style-type: none"><li>- three phase, four wire</li><li>- underground secondary conductors are supplied by the customer for loads 150 KVA to 2,500 KVA; and</li></ul>   |
| 4160 Y/2400 Y | <ul style="list-style-type: none"><li>- three phase, four wire, 2,000 KVA to 10,000 KVA</li><li>- overhead secondary conductors are supplied by the customer</li></ul>   |

**SCHEDULE B**  
**MAXIMUM COMPANY INVESTMENT**

1.
  - (a) "**Cost**" means the estimated cost of materials, labour, equipment, expenses, and any other direct costs incurred by the Company in extending Service to a Point of Delivery.
  - (b) "**Annual Cost**" means the estimated cost of generating and transmitting electric energy to the Customer, operating and maintaining the facilities constructed to serve the Customer and the fixed charges, including return, income tax and depreciation, on the cost of facilities constructed to serve the Customers.
2. Subject to the provisions of paragraph 3 of this Schedule B, the maximum **cost** which the Company will incur to extend service to a point of delivery (herein referred to as the "Maximum Company Investment") shall be determined as follows:
  - (a) **Residential Service:**  
\$900 per single family dwelling; and  
\$450 per Multiple Dwelling Unit
  - (b) **General Service:**  
\$400 per kilowatt of estimated billing demand, which shall not be less than five kilowatts, provided that if the estimated life is less than 25 years or seasonal the Company investment will be reduced proportionally, then the Maximum Company Investment shall be determined in the manner described in paragraph 3;
  - (c) **Municipal Street Lighting:**  
\$700 per light
  - (d) **General Service – Secondary:**  
One half of one year of forecast retail sales revenues.

At the end of one year of service the Company will re-assess whether the customer's estimates of their consumption were accurate and will collect from the customer (or refund) any contributions, based on the Maximum Company Investment rules then in place in paragraph 2 or paragraph 3, that are required if the loads are significantly different than originally estimated.

3. The Maximum Company Investment for an extension of service not specified in paragraph 2, and the Maximum Company Investment in any extension of service, whether or not specified in paragraph 2, the Load characteristics of which are expected to vary materially from the average for that type of service, shall be determined on the basis of a detailed analysis of the **Annual Cost** of such extension and the revenue expected to be derived therefrom. If the **Annual Cost** of serving a customer is higher than the revenue expected to be received from such service, then the Maximum Company Investment shall be the **Cost** of the extension less the present value of the annual amounts over the expected life of the service by which the **Annual Cost** is expected to exceed the revenue.

**SCHEDULE C**  
**CONDITIONS FOR UNDERGROUND SUBDIVISIONS**

The Company shall extend service by underground conductor lines upon and subject to the following terms and conditions ("**developer**" means the person or party who has requested the underground service):

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

- (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.