



Kyuquot Power Ltd.

101-1444 Alberni Street
Vancouver, B.C. Canada V6G 2Z4
Tel (604) 688-8271 Fax (604) 688-1286

September 25, 2020

VIA EMAIL

CONTAINS REQUESTS FOR CONFIDENTIALITY

British Columbia Utilities Commission
Suite 410, 900 Howe Street
Vancouver, BC V6Z 2N3

Attention: Ms. Marija Tresoglavic, Acting Commission Secretary and Manager Regulatory Support

Dear Ms. Tresoglavic:

Re: Kyuquot Power Ltd. (“KPL”) – Investigation into the Safety and Reliability of the KPL System – Project No. 1599094 – Compliance with Order No. G-221-20 (“Order”)

KPL writes to advise the British Columbia Utilities Commission (“BCUC”) of its compliance with the Order G-221-20 by providing its responses to the BCUC Information Request No 2. (“IRs”).

KPL is filing the Appendices to the IRs listed in the below table confidentially with the BCUC pursuant to section 42 of the Administrative Tribunals Act and Part 4 of the Commission’s Rules of Practice and Procedure. The specific reasons for requesting confidentiality are indicated in the table.

Most of the requests for confidentiality relate to maintaining confidentiality over third party information the release of which would cause commercial harm or prejudice to those parties. There are also requests where the release of information could prejudice KPL’s position in future negotiations to the detriment of its customers.

KPL has identified an instance where confidential information can be made available to the Ka:’Yu:’k’t’h’ /Che: k’tles7et’h’ First Nations (“KCFN”) on execution of the BCUC’s form of declaration and undertaking.



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IR Number	Appendix	Reason for Request for Appendix Confidentiality
IR 11.8	Appendix 2A, and this entire Appendix is subject to the request.	Private and confidential correspondence between TSBC and KPL. Commercial harm or prejudice to KPL.
IR 12.3.1	Appendix 2B, and this entire Appendix is subject to the request.	Third party commercial harm or prejudice to KCFN. KPL has no objection to the information being made available to KCFN on a declaration and undertaking basis.
IR 12.4.1	Appendix 2C, and this entire Appendix is subject to the request.	Prejudice to future and past negotiations with the B.C. Government.

In addition to the above, attached to this letter is correspondence between KPL and Technical Safety B.C. that KPL believes should be brought to the attention of the BCUC but is outside the parameters of the IRs. KPL requests that this information be kept private and confidential on the basis that its disclosure could result in commercial harm or prejudice to KPL.

KPL suggests that the BCUC consider facilitating a process e.g. negotiated settlement process that might help to resolve some of the differences in the technical and other opinions between KPL and KCFN that have arisen from the investigation into the safety and reliability of the KPL System. In this instance, the written information request process does not necessarily result in a full understanding of the concerns that each of these parties have of the other's position.

If you have any comments or questions, please do not hesitate to contact the writer, Tanya L. DeAngelis.

Yours truly,

Roshni Reddy for
Tanya L. DeAngelis
Kyuquot Power Ltd.

STIRLING LLP

Suite 1460 | 701 West Georgia Street
PO Box 10156 LCD Pacific Centre
Vancouver, BC V7Y 1E4

t. 604.674.3818

f. 604.674.3819



STIRLING
BUSINESS LAW

David A. Austin
d: 604.674.3824
daustin@stirlingllp.com

August 27, 2020

VIA EMAIL

Technical Safety BC
Suite 600 - 2889 East 12th Avenue
Vancouver, B.C. V5M 4T5

Attention: Mr. Derek Patterson, Vice President Regulatory Leadership and Corporate Secretary

Re: Kyuquot Power Ltd. ("KPL")

Dear Mr. Patterson:

We are legal counsel for KPL in relation of the "Investigation into the Safety and Reliability of the KPL System" ("Review") that the BCUC is currently conducting.

With reference to the letter Technical Safety BC ("TSBC") wrote to Mr. Greg Sunell on August 6, 2020, as attached, it appears the TSBC is willing to work towards transitioning the safety regulation of KPL electrical distribution system to the British Columbia Utilities Commission ("BCUC").

In this respect, it would be very helpful if TSBC wrote directly to the BCUC in broadly the same manner as it did by letter dated February 14, 2019, attached, to the BCUC for the purposes of expressing its views about safety regulation of electrical equipment used for the purposes of charging electrical vehicles ("EV"). This letter became a letter of comment in the BCUC EV review.

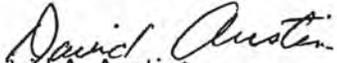
A letter to the BCUC that contained an assessment of the TSBC's jurisdiction over the KPL electrical distribution system and a few basic details about how TSBC has previously exercised this jurisdiction e.g. site inspections, reporting requirements etc. would be of assistance to the BCUC. More particularly it would lead to a direct line of communication between TSBC and the BCUC for the purposes of the development of a transition strategy for KPL.

KPL wishes to note that Mr. Sunell was not requesting a formal opinion about TSBC's jurisdiction over the safety of the KPL electrical distribution system. The intent was to gain an informal understanding of this role and its continuation so that KPL could confirm an answer to a question

in the Review. Since KPL was formed, TSBC and its predecessor, have been KPL's independent safety regulator.

Yours truly,

STIRLING LLP


David A. Austin
a Law Corporation



February 14, 2019

British Columbia Utilities Commission
Suite 410, 900 Howe Street
Vancouver, BC V6Z 2N3

Attention: Patrick Wruck, Commission Secretary and Manager, Regulatory Services

Dear Sirs and Mesdames,

Re: Inquiry into the Regulation of Electric Vehicle Charging Service – Project No. 1598941

This Letter of Comment is being provided on behalf of Technical Safety BC for the purpose of Phase Two of your Inquiry into the Regulation of Electric Vehicle Charging Service (the "Inquiry").

Phase Two of the Inquiry focuses on eight questions that were originally raised by the Commission in the Phase One Report of the Inquiry dated November 26, 2018. Technical Safety BC's comments relate only to the following question:

- Is EV charging infrastructure considered "distribution of electrical energy" for the purpose of section 3 (1) of the Electrical Safety Regulation?

Technical Safety BC does not consider the foregoing question, as worded, to be within the jurisdiction of the Commission as it does not relate to the interpretation or administration of the *Utilities Commission Act*, but seeks only to interpret the Electrical Safety Regulation under the *Safety Standards Act*. Technical Safety BC has therefore declined to participate as an Intervenor during Phase Two of the Inquiry.

The following information is presented for your information and consideration during Phase Two of the Inquiry.

Electric vehicle charging equipment, also known as Electric Vehicle Supply Equipment (EVSE), is the subject matter of section 86 of the Canadian Electrical Code, Part I, Safety Standard for Electrical Installations, Canadian Standards Association Standard C22.1 (CEC). The CEC is adopted in BC under the Electrical Safety Regulation as the BC Electrical Code (BCEC). Technical Safety BC has determined that EVSE is regulated under the Electrical Safety Regulation because EVSE is not "utility distribution equipment" and, therefore, is not exempt from the regulation. EVSE is also not considered utility equipment under the BCEC.

Administration of the Electrical Safety Regulation has been delegated to Technical Safety BC and eight local governments¹. Applying the Electrical Safety Regulation to EVSE, Technical Safety BC has recently engaged with delegated local governments and developed a uniform variance process that will provide an avenue for the application of the Electrical Safety Regulation to EVSE and the safe installation of Electric

¹ See Administration Delegation Regulation:
http://www.bclaws.ca/Recon/document/ID/freeside/10_136_2004. Local governments are Burnaby, Maple Ridge, North Vancouver (City and District), Surrey, Vancouver, Victoria and the District of West Vancouver.





Vehicle Energy Management Systems (EVEMS): <https://www.technicalafetybc.ca/alerts/information-bulletin-electric-vehicle-energy-management-systems> ².

Through the application of the Electrical Safety Regulation:

- all EVSE in BC must be certified by a certification agency (e.g., Canadian Standards Association) or otherwise approved by a provincial safety manager under the *Safety Standards Act*.
- EVSE must only be installed by qualified individuals who work for licensed electrical contractors (or persons who are otherwise authorized).
- All installations of EVSE must be performed under a permit.
- Some EVSE equipment may be installed within the scope of operating permits (e.g., if located in malls or other large complexes where operating permits are required for the electrical system at the site).
- All electrical equipment that is subject to the BCEC is required to be maintained in a safe condition by qualified individuals.

Technical Safety BC administers a risk-based safety oversight system that allocates safety officer resources primarily to areas of higher risk. This means that not all EVSE installations within Technical Safety BC's delegated jurisdiction are physically inspected by Technical Safety BC safety officers. However, all electrical installations performed in BC must be overseen by a Technical Safety BC-certified Field Safety Representative (FSR) who must, on behalf of their employer/contractor, physically inspect each installation and provide a declaration of compliance to Technical Safety BC upon completion of the work. Delegated local government authorities administer physical inspections by their safety officers somewhat differently than Technical Safety BC, but all delegated authorities require physical inspections and declarations by FSRs.

To summarize, through the application of the Electrical Safety Regulation, EVSE is subject to a host of safety requirements under the *Safety Standards Act* ranging from product safety certification and permitting to having the work only being performed and inspected by qualified and authorized persons.

Should you have any questions, Technical Safety BC will be glad to provide you with additional information.

Regards,

Derek Patterson,
Vice President, Regulatory Leadership & Corporate Secretary

cc. **Greg Steves**, Assistant Deputy Minister, Office of Housing and Construction Standards, Ministry of Municipal Affairs and Housing

Les MacLaren, Assistant Deputy Minister, Electricity and Alternative Energy Division, Ministry of Energy, Mines and Petroleum Resources

KYUQUOT POWER LTD.

RESPONSES TO BRITISH COLUMBIA UTILITIES COMMISSION
INFORMATION REQUEST NO. 2 TO KYUQUOT POWER LTD. DATED AUGUST 28, 2020 (“BCUC IR2”)

KYUQUOT POWER LTD. INVESTIGATION INTO THE SAFETY AND RELIABILITY OF THE KPL SYSTEM

Table of Contents of BCUC IR2		Page no.
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A. BCUC ORDER G-50-20

- 11.0 Reference: BCUC ORDER G-50-20**
BCUC Order G-50-20; Exhibit A2-6, pp. 8-9, Exhibit D-3, IR 1.2.1, 1.3, 1.4, 1.4.1, 1.6, 1.7
BCUC Order G-50-20 Directives

In response to British Columbia Utilities Commission (BCUC) Information Request (IR) 1.2.1 regarding an estimate as to when Kyuquot Power Ltd. (KPL) expects British Columbia Hydro and Power Authority’s (BC Hydro) review of its primary service alternation application to be complete, KPL stated that “BC Hydro has not provided an estimate of time.”

- 11.1 Please discuss the risks to the KPL power distribution system (KPL System) should BC Hydro’s review of KPL’s primary service alteration application and any resulting work not be completed prior to Winter 2020/2021. Please include in the discussion KPL’s forecast peak load for Winter 2020/2021 relative to the fuse capacity at the BC Hydro Point of Interconnection (POI).

RESPONSE

The electrical capacity of the KPL System well exceeds the capacity of the current fuse located at the POI (the “Fuse”). The Fuse was installed in accordance with discussions between BC Hydro and Kyuquot Power Ltd.’s (“KPL”) Field Service Representatives (“FSR”). Subsequently KPL has been in contact with BC Hydro which has lead to KPL applying to BC Hydro to amend the Electrical Service Agreement between BC Hydro and KPL (the “Application”). Subsequent to receiving the Application, BC Hydro has indicated that their review is ongoing and will “take some time”.

The Fuse currently installed has a capacity well exceeding the maximum demand of the KPL System measured in December 2019 / January 2020 (489kW). The maximum demand of 489kW exceeded all prior years of operation. During the peak demand period in December 2019 / January 2020, both the KPL System and the BC Hydro System operated continuously without incident. Accordingly, BC Hydro is not expected, as a result of the review, to insist that new work on the BC Hydro System needs to be completed (for demand capacity lower than 490kW).

The forecast by KPL of the 2020/2021 peak demand is uncertain, although KPL believes the maximum demand will be below the Fuse capacity. The increase in peak demand in 2020/2021 would have to exceed a 14% growth from 2019/2020 peak demand.

The maximum historical demand increase was from 2018/2019 to 2019/2020 which amounted to a 9.4% increase. The maximum increase appears to be related to an increase in electrical consumption at Houpsitas ("Houpsitas") by the largest customer of KPL, the KCFN. This increase commenced about September 2019 and has been maintained to August 2020. The KCFN have been unable to confirm any reason for the increase in customer load commencing about September 2019 and further, do not have an expectation of an increase in the fall of 2020.

The significant increase in electricity consumption in September 2019 in Houpsitas is assumed to not be repeated in September 2020. Further the winter of 2019/2020 appears to have had temperatures below normal. Accordingly, KPL expects that the maximum electrical demand on the KPL System in the winter of 2020/2021 will be below the Fuse capacity which is rated for higher electrical demand than occurred in the winter of 2019/2020.

11.1.1 Please discuss how KPL will mitigate these risks, if any.

RESPONSE

KPL would mitigate these risks by addressing the situation at the time of occurrence as follows;

- a) In the event BC Hydro requests a decrease in the current fuse size, KPL would appeal to BC Hydro customer service and the BCUC on the basis that the current fuse size had already been operating for a considerable time and that the risk of BC Hydro customer inconvenience (from induced outages on the BC Hydro System due to the higher KPL fuse installation) was not significant as compared to the inconvenience to the customers of KPL.
- b) In the event that there is significant load increase and it causes the fuse to fail, KPL would request the KCFN to request its facility operators and residents in Houpsitas to voluntarily reduce any discretionary electrical loads (such as electric heating and Christmas lights) during periods of high electricity demand. Should KCFN not be able to reduce its high electricity demand, KPL would request KCFN to disconnect from the KPL System and provide electricity to Houpsitas via the KCFN full backup diesel generators system.

In response to BCUC IR 1.3, KPL stated:

With regard to the recommended vegetation management, the KCFN have requested that non-residents not travel to Kyuquot due to COVID-19 concerns and KPL contractors and personnel have complied with this request. Therefore, KPL has not completed any vegetation management to date in calendar 2020. In addition, due to summer weather conditions, KPL will review and enact vegetation management activities in the fall of 2020. Vegetation management activities have been customarily completed by KCFN members during the fall season for technical and weather reasons.

KPL's response to Directive 5 of BCUC Order G-50-20 is included as Exhibit A2-6. Exhibit A2-6 includes a report titled "Kyuquot Power Ltd. System Stabilization Plan," which is authored by TE Burns Engineering and dated March 30, 2020 (TE Burns Engineering Stabilization Plan).

- 11.2 Please discuss whether the requested travel limitation for Kyuquot due to COVID-19 will have any impact on completion of any vegetation management activities given these activities have been customarily completed by Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations (KCFN) members, as

noted in the preamble.

RESPONSE

KPL expects to proceed with vegetation management work during the fall of 2020. The travel limitation depends on the infection risk regarding COVID-19 and, to date, there has not been an identified outbreak in the Kyuquot area. In the event of a local COVID-19 outbreak, the vegetation management work would not proceed. The vegetation management work to be completed in the fall of 2020 will reduce but not eliminate the risk of a future outage but is not essential to the operation of the KPL System.

- 11.2.1 Please discuss whether, in KPL's view, KPL contractors could complete the identified vegetation management activities in a manner that would mitigate the risk of COVID-19 transmission to the KCFN community.

RESPONSE

In KPL's view, the vegetation management activities can be carried out in an appropriate manner that would lessen the risk of COVID-19 transmission to the KCFN community. The activities require nominal attendance by non-Kyuquot residents. The clearing work would be completed by a local contractor using a 2-3 man crew working in socially distant conditions.

- 11.3 Please discuss whether KPL considers the vegetation management identified by the TE Burns Engineering Stabilization plan "to ensure stability for the 3-month period stipulated in BCUC Order G-50-20" as a critical maintenance activity.

RESPONSE

The vegetation management activities planned for the fall of 2020 include for powerline clearing on Walter's Island. Walter's Island was specifically identified in the TE Burns Engineering Stabilization plan (the "TE Burns Report"). The vegetation management work is considered important but not critical as noted in Response to BCUC IR 11.2.

- 11.4 Please discuss what reviews were undertaken by KPL to determine that it was safe and prudent to defer the vegetation management activities identified in the TE Burns Engineering Stabilization Plan. Please identify the qualifications of the individuals completing the review.

RESPONSE

The areas for vegetation management identified in the TE Burns Report are being addressed through the vegetation management planning of KPL to be carried out in the fall of 2020. The work plan is developed through KPL management in consultation with others, typically including the vegetation management contractors (the "Contractor").

- 11.5 Please discuss what oversight KPL provides to KCFN vegetation management contractors to ensure that vegetation management is completed in accordance with any applicable standards or work instructions and in a manner consistent with WorkSafeBC Regulations.

RESPONSE

The Contractor reviews the extent of the proposed work. An agreement is developed in consultation with KPL and the Contractor which covers scope, cost and schedule. The Agreement includes the provision for the Contractor to be fully independent and confirms the Contractor's enrollment with WorkSafeBC.

Further in response to BCUC IR 1.3, KPL stated:

After initial vegetation assessment, if appropriate, KPL will consider utilizing an arborist to help in critical areas. The vegetation management plans of KPL has been successful and appropriate over the past 14 years as evidenced by the limited number and consistency of outages. Vegetation management activities include annually reviewing, identifying and clearing of approximately 10km portions of the powerline.

- 11.6 Please explain under what conditions KPL elects to use Certified Utility Arborists for vegetation management activities.

RESPONSE

To date, KPL has elected not to use Certified Utility Arborists for vegetation management. The only circumstances that it would consider this use would be with respect to the removal of danger trees in close proximity to an energized powerline. In the past, KPL has de-energized the powerline for a short period, if required, to remove the trees and this approach has been successful.

Page 5 of the TE Burns Engineering Stabilization Plan states:

There are several locations where there is damaged line hardware such as insulators, insulator brackets, neutral spools and some places where the neutral conductor has been dislodged from its spool. The line requires a detailed pole by pole inspection by qualified personnel to report all the locations where damage has occurred. This should be followed by a full maintenance cycle to repair deficiencies. (See Attachment #2: Examples of Clearance & Vegetation Issues and Damage on KPL System).

Pages 8 to 9 of the TE Burns Engineering Stabilization Plan states:

To ensure stability for the 3-month period stipulated in BCUC Order G-50-20 any previously identified locations where there is hardware or structure damage should be repaired as soon as crews and parts are available on a priority basis.

In addition, qualified utility powerline technician should be engaged to patrol of the entire KPL system to identify any other high-risk damage.

In response to BCUC IR 1.4, which asked whether the recommended repair work has been completed on the KPL System, KPL stated:

The repair work included in the submissions of KCFN and the TE Burns Report that were agreed by Technical Services BC ("TSBC") has been completed.

In response to IR 1.5, KPL stated:

The TSBC has customarily provided annual inspections, often with KPL contractors in attendance. A TSBC inspection has not yet been scheduled for 2020. KPL has not yet completed a patrol of the entire KPL System in 2020 to identify, if any, high-risk damage. KPL needs to address the unauthorized control by the KCFN of the GOLB.

At this time, KPL is adhering to a request from KCFN for non-residents to avoid travel to Kyuquot due to COVID 19 as well as an additional KCFN request for KPL contractors to remain outside KCFN boundaries.

- 11.7 Please confirm, or otherwise explain, whether the reference above to "Technical Services BC" is intended to refer to Technical Safety BC (TSBC).

RESPONSE

Confirmed

- 11.8 Please confirm whether all of the previously identified locations where hardware or structure damage has been identified have been repaired, included those identified in the TE Burns Engineering Stabilization Plan in Attachment #2: Examples of Clearance & Vegetation Issues and Damage on KPL System.

RESPONSE

KPL has corrected all of the deficiencies identified in the Technical Safety BC (“TSBC”) Certificate of Inspection dated February 14, 2020. KPL understands that TSBC Certificate of Inspection was compiled from a third party complaint provided to the TSBC which was composed of the deficiencies identified in the TE Burns Report.

KPL has received a further deficiency identified in TSBC Certificate of Inspection dated August 21, 2020 which is included in Confidential Appendix 2A. This deficiency has been rectified.

- 11.8.1 If not confirmed, please explain why not and when KPL expects to complete this work.

RESPONSE

Please refer to BCUC IR 11.8

- 11.9 Please discuss what reviews were undertaken by KPL to determine that it was safe and prudent to defer the patrol of the entire KPL System and any other deferred maintenance activities identified in the TE Burns Engineering Stabilization Plan. Please identify the qualifications of the individuals completing the review.

RESPONSE

Generally, representatives of TSBC and the FSR patrol the bulk of the KPL System at the time of the scheduled annual inspection. Due to COVID-19 restrictions, this inspection has not been jointly carried out to date in 2020. However, the KPL System is patrolled on a regular basis by the local representative of KPL and, in particular, prior to re-energization after an outage on the KPL System. In addition, patrols by the FSR are conducted at opportune times such as when they are reviewing the annual planned vegetation management activities.

- 11.10 Please explain when KPL intends to complete a patrol of the entire KPL System if the request to avoid travel to Kyuquot is not lifted before Winter 2020/2021.

RESPONSE

The patrolling of the KPL System has occurred or is expected to occur when cost effective opportunities arise. The high cost to conduct a single patrol of the entire KPL System, particularly when much of the KPL System has been patrolled at various times over the past year, would have to be justified to and borne by the customers of KPL. KPL has engaged an engineering consultant to assess the study costs of a number of additional status/maintenance/design recommendations in the TE Burns Report for consideration of cost effectiveness in the Revenue Requirements Application of KPL to be filed prior to December 1, 2020.

In response to BCUC IR 1.6, KPL stated:

In the past, there was a working group including KPL which met annually by conference call regarding funding and maintenance of the road between Houpsitas and Chamiss Bay.

- 11.11 Please confirm who was part of this working group and when its last annual meeting took place.

RESPONSE

The last meeting attended by KPL was on November 19, 2010. The members of the working group and their annual contributions were as follows:

- a) KCFN - \$1,000
- b) School District 84 - \$2,000
- c) International Forest Products - \$2,000
- d) KPL - \$2,000
- e) Ministry of Forests - \$0 Cash but performed co-ordination of consultants/contractors

In response to BCUC IR 1.7, KPL stated:

With regard to some of the recommended actions in the TE Burns Report, the KCFN, within Exhibit 2-11, has indicated that such actions would be part of the due diligence KCFN would need to undertake in order to purchase the KPL System. They fall outside the parameters of a full condition assessment report.

11.12 Please provide the page number for the reference noted as "exhibit 2-11."

RESPONSE

The reference to Exhibit 2-11 is not correct. The correct reference is to Exhibit A2-10 titled: "Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations (KCFN) - Summary of Kyuquot Power Outage Timeline & Decision Making - January 2020 through March 2020 - Dated April 23, 2020"

A list of Attachments is shown on page 9 in Exhibit A2-10. The relevant Attachments are #5 and #6, for which page numbers are not provided.

11.13 Please identify which recommended actions from the TE Burns Engineering Stabilization Plan KPL considers will fall outside the parameters of a full condition assessment report, and for each item please explain why KPL believes it is prudent not to complete the work at this time.

RESPONSE

KPL was not prepared to conduct a full condition assessment report as set out in the TE Burns Report because of the cost of doing so. Irrespective, KPL is preparing a cost summary of conducting a full condition assessment including the parameters listed in the TE Burns Report. The prudence of incurring the cost of assessment for each parameter considered, to be recovered from KPL customers, will be subject to BCUC consideration and approval at a Revenue Requirement Application to be filed by KPL prior to December 1, 2020.

11.14 Please provide a summary of any and all discussions regarding the potential sale of KPL.

RESPONSE

As indicated in Exhibit A-2-11, number 21, an informal offer was made. There have not been formal discussions regarding the potential sale of KPL to KCFN.

B. KPL SYSTEM CONFIGURATION

12 Reference: KYUQUOT POWER LTD. SYSTEM STABILIZATION PLAN
Exhibit D-3, IR 2.3

Customer Configuration

In response to BCUC IR 2.3, KPL stated:

The power poles of KPL and KCFN that have joint use are the subject of an agreement between KPL and KCFN under which each party is responsible for its portion of maintenance, replacement and other activities. The portions of each structure that provides either KPL service or KCFN service is under sole control and cost of KPL or KCFN, respectively. As noted in KPL's response to BCUC IR 1.3, it is likely that unauthorized control of the GOLB by the KCFN continues but KPL is not able to conduct a physical inspection because of KCFN's request to avoid travel to Kyeuquot due to COVID 19 as well as a KCFN request to remain outside KCFN boundaries.

12.1 On the KPL record drawings provided in Exhibit A2-3, please indicate:

- i. Where the KCFN Point of Interconnection is located;
- ii. Which structures are KCFN and KPL shared structures;
- iii. The location of the GOLB switch referred to in the above preamble;
- iv. The location of KCFN boundaries; and
- v. Which KPL structures are located within KCFN Boundaries.

RESPONSE

12.1 i. - KCFN Point of Interconnection is shown on Dwg No 132/202 at Pole P004.

12.1 ii. - KCFN/KPL shared poles are shown on Dwg No 202 being P004, P003, P002, P001, R01, R02, R03, R04, R05 and on Dwg No 131 being poles P09 to P30.

12.1 iii. - The status of GOLB is unknown.

12.1 iv. - The Houpsitas Boundary is shown on Dwg No 201 and 202.

12.1 v. - A KPL pole within Houpsitas is shown on Dwg No 202 being KPL800.

12.2 For any shared structure marked in response to BCUC IR 12.1 (ii) above, please confirm:

- i. who built these jointly used power structures;
- ii. who owns, or what the ownership structure is, for the jointly used power structures; and
- iii. who is responsible for maintenance of the structures and equipment.

RESPONSE

12.2 i. - Other than the poles, the conductors/hardware used by KCFN/KPL were supply and installed by KCFN/KPL respectively.

12.2 ii. - Please see KPL's response to BCUC IR 12.3.1 and the attached right of way agreement.

12.2 iii. - KPL or KCFN are responsible for operation and maintenance of their systems independently of the other party.

12.3 For any structures identified above in IR 12.1 (v), please identify if there are any right of way or land use agreements in place, which would allow KPL to access and work on these structures.

RESPONSE

There is a Right of Way for Private Utility Distribution Line between KCFN and KPL.

12.3.1 Please provide a copy of these agreements.

RESPONSE

A copy of the Right of Way for Private Utility Distribution Line is provided in Confidential Appendix 2B.

12.4 Please describe any and all right of way (ROW) or land use agreements that are in place for all aspects of the KPL System.

RESPONSE

Please refer to KPL's response to BCUC IR 12.3.1. In addition, there is a copy of the Modification Agreement and Licence of Occupation – File No: 1409683 covering Provincial lands for the powerline.

12.4.1 Please provide a copy these agreements.

RESPONSE

Please refer to KPL's response to BCUC IR 12.3.1 and in particular Appendix 2B. A copy of the Modification Agreement and Licence of Occupation – File No: 1409683 covering Provincial lands are provided in Confidential Appendix 2C.

12.5 Please provide a copy of the agreement between KPL and KCFN for the jointly used power poles.

RESPONSE

Please refer to KPL's response to BCUC IR 12.3.1

12.6 Please discuss whether, in KPL's view, KCFN has the right to restrict KPL's access to the KPL System for any reason, including but not limited to, safety concerns or critical maintenance activities.

RESPONSE

KPL has access to the KPL System providing that such access shall be done in a manner which does not unduly risk the life or property of third parties including the KCFN.

C. LOAD MANAGEMENT AND POWER SYSTEM STUDIES

**13.0 Reference: KYUQUOT POWER LTD. SYSTEM STABILIZATION PLAN
Exhibit D-3, IR 3.6, 3.10; Exhibit D-4, IR1
Load Management and Power System Studies**

In response to BCUC IR 3.6, KPL stated:

Energy sales (kWh) to KPL customers have averaged an annual growth rate of about 2% over the past 5 years.

13.1 Please provide the underlying calculations used to determine the above statement.

RESPONSE

The total energy sales in kWh for KPL for the fiscal year ended 2020, 2019, 2018, 2017, 2016 and 2015 are 1652.2; 1658.6 GWH; 1644.3 GWH; 1582.6 GWH; 1435.5 GWH and 1498.7 GWH respectively. The increase in energy sales over the period is 153.5 GWH divided by 1498.7 GWH equals a 10.2% increase over the 5 year period or about a 2% increase in GWH per year.

In response to KCFN IR 1, KPL stated:

The KPL Field Service Representatives ("FSR's) communicate with BC Hydro technical staff regarding fusing, particularly during times of outage, and accordingly, the size of a

fuse selected by the FSR is dependent on past and present understandings and communications with BC Hydro personnel.

In response to BCUC IR 3.10, KPL stated:

A fusing co-ordination study was completed in 2006. The study was completed by Elite Engineering Ltd. and related to a maximum fuse size of 40T at the point of interconnection with BC Hydro.

- 13.2 Please explain, in KPL's view, how often or in what conditions an engineering review of the protection and coordination of the KPL System should be completed.

RESPONSE

The fusing co-ordination study completed in 2006 assumed higher demand electricity consumption than was occurring in 2006 but with the same general layout of the customer loads (being Fair Harbour, Chamiss Bay, School area, Houpsitas and Walters Islands). There has not been a substantial enough change in conditions to warrant a new fusing co-ordination study.

- 13.3 Please explain, in KPL's view, how often or in what conditions a short circuit study of the KPL System should be completed.

RESPONSE

Please refer to KPL's response to BCUC IR 13.2

- 13.4 The above preamble refers to KPL's Field Service Representatives (FSR's). Please confirm whether this is internal KPL terminology or whether this refers to a Field Safety Representative as certified by TSBC.

RESPONSE

Confirmed as referring to a Field Safety Representative as certified by TSBC.

D. POWER LINE SAFETY & MAINTENANCE

- 14.0 Reference: POWER LINE SAFETY & MAINTENANCE
Exhibit D-3, IR 5.1, 5.1.1
Maintenance Programs**

In response to BCUC IR 5.1 (b), KPL stated:

Maintenance inspections are presented to KPL managing personnel, often verbally, and remedial action plan is co-ordinated with other activities, if appropriate.

In response to BCUC IR 5.1.1, when asked to provide all maintenance inspection reports for KPL's System from 2018-2020, KPL stated that "The maintenance inspection reports for KPL's System from 2018-2020 are included in Confidential Appendix I."

- 14.1 Please confirm, or explain otherwise, that KPL does not have any records of maintenance inspection reports aside from those provided in Confidential Appendix I.

RESPONSE

Confirmed that no other records of written reports.

- 14.2 Please provide details and documentation of any line inspections performed by KPL or KPL Contractors from 2018-2020.

RESPONSE

The line inspections carried out jointly by KPL and TSBC are recorded as a Certificate of Inspection from TSBC to address specific deficiencies. If there are no identified deficiencies, KPL is not provided with a Certificate of Inspection.

- 14.3 Please confirm, or explain otherwise, whether KPL keeps a central written record of planned or completed maintenance activities on its distribution System.

RESPONSE

Maintenance and repair activities are not kept on a central written record. The incurred cost of the activity including the materials supplied are available via invoice records (which may in instances be submitted to a central written record).

- 14.3.1 If confirmed, please provide copies of all relevant documentation.

Not confirmed

- 14.3.2 If not, please explain why not.

RESPONSE

Invoices are submitted to BCUC at times of Revenue Rate Applications.

- 14.4 Please discuss whether KPL has any programs in place for regular periodic testing or regular preventative maintenance on its poles, transformers, or other assets.

RESPONSE

The poles, transformers and other long-life assets have generally not approached the age of service where a program for testing or preventative maintenance would commence. For vegetation management and short life assets, KPL does have regular maintenance programs.

- 14.4.1 If yes, please provide copies of the maintenance plans and copies of the maintenance reports.

RESPONSE

See KPL's response to BCUC IR 14.4

- 14.4.2 If no, please explain why not. In your response, please explain the risks to the KPL System of not having a formal maintenance program for poles, transformers, or other assets.

RESPONSE

The long-life assets are at about 1/2 of their expected service life and there has not been an instance of failure. As a result, at this time, there is no need for formal maintenance programs for these assets. In the potential instance where a transformer change-out occurs due to increased electrical loading on the transformer, that change is not related to transformer fatigue (wear and tear). KPL does maintain a limited inventory of transformers and has short term access to replacement poles, if required.

- 14.5 Please discuss whether KPL has an "Owners Engineer" who is responsible for reviewing recommendations of KPL's line contractors and/or TSBC and overseeing any changes made to the KPL System.

RESPONSE

KPL management is responsible for reviewing the recommendations of its FSR's and TSBC. For technical electrical advice, on a case by case basis, KPL management may seek advice and assistance from a qualified electrical engineer.

14.5.1 If not, please explain why not and whether KPL has considered procuring engineering resources.

RESPONSE

KPL procures engineering resources, as appropriate.

14.6 Please discuss under what circumstances KPL or a third-party contractor complete field inspections of line contractors' work on the KPL System to ensure that work has been completed to applicable standards or codes.

RESPONSE

Generally, KPL relies on the certifications of the FSR. To date, KPL has not encountered circumstances requiring a third party inspection of the work by the FSR.

E. LETTER OF COMMENT

15.0 Reference: Exhibit E-5

In the letter of comment provided by School District 84 in Exhibit E-5, Deane Johnson writes:

Our school and teacherages were without power for all of or part of 26 days between November and April. ... During this time, we were billed fully for power on those days. The meters were removed by HB Energy in august and are still not replaced. We were billed at 10,000 KWh/month (Based on Winter usage from previous years).

15.1 Please provide a current copy of KPL's Electric Tariff.

RESPONSE

A copy of the current Electric Tariff of KPL is included in Appendix 2D

15.2 Please confirm, or otherwise explain, that all KPL customers are metered and served according to KPL's Electric Tariff.

RESPONSE

Confirmed

15.3 Please confirm, or explain otherwise, that School District 84 is a customer of KPL.

RESPONSE

Confirmed

15.4 Please explain what circumstances led to the School District 84 meter being removed.

RESPONSE

School District 84 engaged an electrical contractor for work on its electrical system. The electrical contractor advised KPL that meter removal was required and removed the meter.

15.5 Please explain whether or not the meter is still removed and when it will be re-installed.

RESPONSE

The work schedule of the School District 84 was extended beyond original expectations and later the work program of the original electrical contractor was terminated. KPL subsequently arranged for a meter to be installed. The installation of the meter has been delayed by COVID-19 transmission concerns. However, the installation of a new meter is imminent.

15.6 Please explain whether any other customer meters have been removed and not replaced.

RESPONSE

All customer meters are in-place. There have been previous instances of meter change-outs.

15.7 Please explain how the School District would be charged for power on days when it consumed no power due to a power outage.

The School District is billed monthly for electrical usage. The estimate of power consumption is based on historical electrical usage. The analysis of historical electrical usage does not adjust for “outage days”, “Easter Break” or other variable time periods in any particular month although this particular estimate was adjusted for the reduced school activity due to COVID-19.

15.8 Please explain how billing errors, if any, will be corrected.

RESPONSE

At the time of billing, the electricity consumption is provided by KPL (the “Estimate”). Should the Customer wish clarification of the Estimate or to dispute the Estimate, the Customer would contact KPL to seek resolution. To date, KPL has not been contacted by the School District.

15.9 Please explain whether KPL has ever received any complaints from School District 84. If yes, please provide details of the complaints.

RESPONSE

KPL has not received any recent complaints from School District 84. More than 10 years ago, the School District 84 did make a complaint to the BCUC that the cost of electricity was too high and had not decreased over time as forecasted in the support documentation for the KPL Application for a Certificate of Public Convenience and Necessity submitted in about 2004.

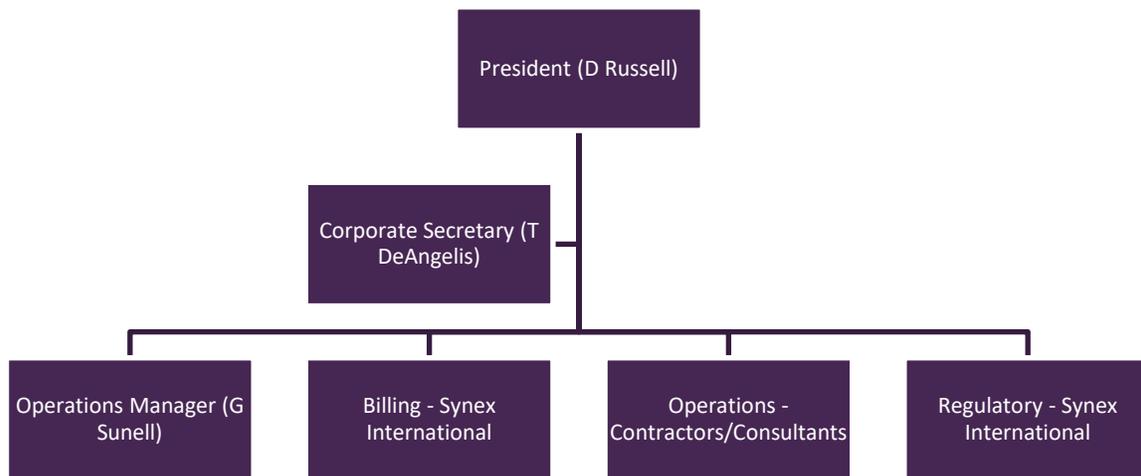
F. KPL CORPORATE STRUCTURE

**16.0 Reference: KYUQUOT POWER LTD. CORPORATE STRUCTURE
Exhibit D-3, BCUC IR 1.7.1.1
Company Organization Chart**

In response to BCUC IR 1.7.1.1, KPL stated:

The party responsible for the full condition assessment for the RRA would be Greg Sunell, who currently provides operation and management services to KPL.

16.1 Please provide a current corporate organization chart for KPL, showing positions and descriptions of all employees, management, and directors.



16.1.1 Please indicate Greg Sunell on the corporate organization chart, including his position title.

RESPONSE

Please refer to response at BCUC IR 16.1

KYUQUOT POWER LTD.
Investigation into Safety and Reliability of the KPL System

APPENDICES

APPENDIX 2D (KPL RESPONSE TO BCUC IR#2 – 15.1)

Kyuquot Power Ltd
Electric Tariff

KYUQUOT POWER LTD.

KYUQUOT POWER LTD
Electric Tariff

Accepted for filing: MAY 11 2006

Effective: NOV 15 2005

11 2006



SECRETARY
B.C. UTILITIES COMMISSION

KYUQUOT POWER LTD.

KYUQUOT POWER LTD
ELECTRIC TARIFF B.C.U.C. NO. 1
TERMS AND CONDITIONS
AND
RATE SCHEDULES

FOR ELECTRICAL SERVICE IN KYUQUOT

EXPLANATION OF SYMBOLS
APPEARING ON TARIFF PAGES

- A- signifies Increase
- C - signifies Changes
- D - signifies Decrease
- N - signifies New
- O - signifies Omission
- R - signifies Reduction

This Electric Tariff is available for public inspection at the Company's offices in Vancouver (1444 Alberni Street, B.C, V6G 2Z4) and at the offices of the British Columbia Utilities Commission, 4th Floor, 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

Order No. G 11 2006

Issued MAY 10 2006

By *C. Sennell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

Accepted for Filing MAY 11 2006

By *[Signature]*

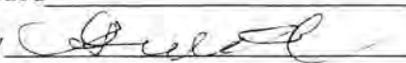
Secretary
British Columbia Utilities Commission

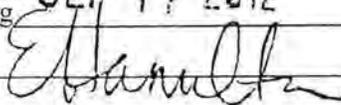
Effective (applicable to
consumption on and after) NOV 15 2005

KYUQUOT POWER LTD.

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Ka:'yu:'k't'h'/Che:k:tles7et'h' First Nation Service	35	1102

Issued _____
By 
Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

Accepted for Filing **SEP 17 2012**
By 
Secretary
British Columbia Utilities Commission
Order: G-111-12
Effective (applicable to
consumption on and after) **AUG 20 2012**

KYUQUOT POWER LTD.

**SECTION A
TERMS AND CONDITIONS**

Order No. G 11 2006

Issued MAY 10 2006
By *Q. Sunell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

Accepted for Filing MAY 11 2006
By *[Signature]*

Secretary
British Columbia Utilities Commission

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KYUQUOT POWER LTD.

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Order No. G 11 2006

Issued MAY 10 2006

By *Oswell*

Director

Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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By *[Signature]*

Secretary

British Columbia Utilities Commission

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KYUQUOT POWER LTD.

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Order No. **G-11-2006**

Issued MAY 10 2006
By *Aswell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

Accepted for Filing MAY 11 2006
By *[Signature]*

Secretary
British Columbia Utilities Commission

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KYUQUOT POWER LTD.

1. DEFINITIONS

In this Tariff and the Schedules attached hereto unless the context otherwise requires:

- a) **Company:** Kyuquot Power Ltd.
- b) **Customer:** any person, partnership, corporation, organization, company or governmental agency served with electricity by the Company at any one premise. If any such customer receives service from the Company at more than one premises, or for more than one separately operated business, such customer shall be considered as a separate customer at each of the premises and for each such business.

The Company reserves the right to determine whether any building contains one or more premises or whether or not any business is separately operated for the purpose of this definition.

- c) **Electricity:** is the term used to mean inclusively electric demand and electric energy unless the context requires otherwise.
- d) **Service:** Services, electricity or electrical distribution facilities to provide electricity, as the context may require.
- e) **Billing Demand:** is the demand used to determine the charges in accordance with the demand portion of billing for service during a specific billing period.
- f) **Maximum Demand:** the greatest amount of kilowatts or kilovolt amperes-averaged over a time interval of not more than 32 consecutive minutes-registered during a specified period by a demand meter.

Order No. 6 1 1 2006

Issued MAY 10 2006

By [Signature]

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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By [Signature]

Secretary
British Columbia Utilities Commission

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KYUQUOT POWER LTD.

- g) **Assessed Demand:** the demand in kilowatts or kilovolt amperes used for billing purposes when the maximum demand is not measured by a demand meter.
- h) **Power Factor:** the average lagging power factor; the ratio determined by the following formula and based on monthly measurements of kWh and lagging kVarh or at the Company's discretion by spot checks from time to time.
- Average Lagging) = kWh divided by the square root of the sum of the square
Power Factor) of kWh and square of KVarh
- i) **Permanent Service:** a service where electricity will be taken for an unlimited period of time.
- j) **Temporary Service:** a service where electricity will be or in the opinion of the Company likely to be taken for a limited period of time.
- k) **Drop Service:** that portion of an overhead service connection extending not more than 30 meters onto the Customer's property and not beyond any intermediate support on the customer's property.
- l) **Point of Delivery:** the point where the company's wires or cables connect to the meter, the customer's wiring, or the customer's switch, whichever comes first.
- m) **Service Connection:** Extension of the Company's distribution facilities from the first attachment point on the Company's distribution system to the Point of Delivery.

Order No. **G.1.1.2006**

Issued MAY 10 2006

By *C. S. S. S.*

Director

Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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By *[Signature]*

Secretary

British Columbia Utilities Commission

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KYUQUOT POWER LTD.

- n) **Extension:** an addition to, or extension of, the Company's electrical distribution system including its transformers on private property, but does not include generation plant.
- o) **EGI Act:** the Electricity and Gas Inspection Act (Canada).
- p) **Back-billing:** the rebilling by the Company for services rendered to a customer because the original billings are discovered to be either too high (over-billed) or too low (under-billed). The discovery may be made by either the customer or the Company, and may result from the conduct of an inspection under provisions of the EGI Act.
- q) **Premises:** a dwelling, building or machinery located on land.
- r) **Single-Family Dwelling:** consists of single family living quarters with one self-contained unit with at least sleeping quarters, a kitchen and bathroom or alternative living quarters acceptable to Kyuquot Power Ltd.

2. APPLICATION FOR SERVICE

Applicants for residential and for nonresidential service may be required to sign a service agreement under which electricity is delivered or made available and paid for. Applications for service shall be made in writing to the Company at 1444 Alberni Street, Vancouver, B.C., V6G 2Z4. Applicants for service shall pay the connection or other charges required pursuant to these Terms and Conditions and Rate Schedules, and shall supply all information relating to load, supply requirements, credit references and such other matters relating to the service as the Company may require.

Order No. G 11 2006

Issued MAY 10 2006

By [Signature]

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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By [Signature]

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British Columbia Utilities Commission

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The Company retains the right to reject applications for service if, in the opinion of the Company, conditions other than standard conditions are required by the applicant, if facilities are not available to provide adequate service, if the Customer's facilities are not satisfactory to the Company, if the applicant cannot provide satisfactory security for payment as required by the Company, or if an occupant of the applicant's premises has an unpaid account for service incurred while the occupant previously occupied any premises at the same time as the applicant.

An Applicant for service shall become a Customer of the Company upon provision of electric service by the Company whether he has signed a service agreement or not.

The Customer shall not use electricity for any other purpose than that for which application is made. A customer is not allowed to increase the electrical load installed in the customer's premises otherwise specified in the agreement without advising the Company in advance and receiving the Company's approval.

The Company shall determine the rate schedule applicable to the Customer's requirements.

A service agreement may not be assigned, a customer has no right to assign any service agreement to another individual or person.

3. RESALE OF ELECTRICITY

No customer shall sell to any other person metered quantities of any electricity supplied by the Company without the written consent of the Company.

Order No. G 11 2006

Issued MAY 10 2006

By *Shewell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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By *[Signature]*

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British Columbia Utilities Commission

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This clause does not apply to prevent a customer from supplying electricity to tenants of the customers on his premises if the cost of such electricity is not separately billed or paid.

4. TERM OF SERVICE

Unless otherwise provided in these Terms and Conditions, the Rate Schedules, or in any contract between the Customer and the Company, the term of service shall commence on the day when the Company's service is connected to the Customer's installation for the purpose of supplying electricity; and:

- (a) The first time customer should pay a service connection charge for each account under his/her name in the amount of \$200 prior to connection.
- (b) shall be for one year where the connection does not require more than a drop service, unless a shorter period is agreed to by the Company; or
- (c) shall be for four years where additional facilities other than those for a drop service are required; unless a shorter period is agreed to by the Company, and
- (d) shall continue thereafter from month to month until cancelled by written notice of termination by either party.

5. SECURITY DEPOSIT

The Company may require a security deposit as a condition of connecting or continuing service, when:

- (a) service is temporary (for less than one year); or

Order No. G 11 2006

Issued MAY 10 2006
By Osmond

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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By [Signature]

Secretary
British Columbia Utilities Commission

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KYUQUOT POWER LTD.

- (b) the Customer's service has been disconnected for inadequate payment of billings for electric service; or
- (c) the applicant or the Customer is bankrupt or a receiver or receiver-manager has been appointed; or
- (d) the applicant has not established or maintained credit satisfactory to the Company; or
- (e) the Customer's account is in arrears for more than two consecutive billing periods.

Security deposits shall be cash and shall be an amount equal to \$100.00 or if the account is a reconnection, an amount equal to the Customer's bill for two months as estimated by the Company. The Company shall have the right to realize upon the security deposit at any time the Customer fails to pay any amounts owed by the Customer.

Security deposits may be refunded where the Customer has established a payment record satisfactory to the Company. Security deposits shall be refunded when the Customer is disconnected from service other than for default in payment of account or after the Customer has paid his monthly accounts regularly for a continuous period of one year.

Simple interest will be credited to the account of the Customer annually on all security deposits from the date of receipt, if held for more than one month, at an annual rate equal to the Royal Bank Regular Savings Account on July 1 of each year.

6. CONNECTION AND TERMINATION

Prior to service connection by the Company, the Customer shall obtain the approval of the Provincial Electrical Inspection Branch and all other permits as may be required by others or by the Company.

Order No.~~6~~.....~~1~~.....~~1~~.....2006

Issued MAY 10 2006

By *C. Farrell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

Accepted for Filing MAY 11 2006

By *[Signature]*

Secretary
British Columbia Utilities Commission

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When a Customer wishes to terminate service from the Company, it shall give the Company timely notice so that arrangements can be made for final meter reading and billing. Disconnections should be made only by authorized individuals. Until notice of termination is given, the Customer shall continue to be responsible for all electric service supplied unless the Company receives an application for service from a new Customer for the premises concerned.

7. **POINT OF DELIVERY**

Unless otherwise agreed to, the point of delivery shall be at a location approved by the Company and shall be:

- (a) **for overhead service**, the point where the Company's facilities joins the Customer's conductors, but not more than 30 meters onto the Customer's property, and
- (b) **for underground service**, the point where the underground circuit enters the land owned or occupied by the Customer.

The Company, at its option, may supply general service through one point of delivery to two or more adjacent buildings owned and used as a single function. Where separate points of delivery exist for supply of electricity to a single Customer or where more than one meter is required to measure the supply to the Customer, the readings shall not be combined in the determination of the Customer's billings unless specifically authorized by the Company.

8. **VOLTAGES SUPPLIED**

The Company will supply nominal 60 cycle alternating electric current to the point of delivery

Order No. ... **6** **11** **2006**

Issued MAY 10 2006

By *C. J. Smith*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

Accepted for Filing MAY 11 2006

By *[Signature]*

Secretary
British Columbia Utilities Commission

Effective (applicable to consumption on and after) **MAY 15 2006**

KYUQUOT POWER LTD.

at the available phase and voltage in the following manner:

- (a) For lighting, heating and for small motors - single phase, 120 volts 2-wire or 120/240 volts 3-wire.
- (b) Where a Customer's demand for electric energy warrants a special transformer and/or service installation for such Customer's exclusive use, the Customer may at the Company's discretion be supplied at such other voltage as may be required, providing
- (c) that such Customer shall pay the Company the additional cost as determined by the Company for providing the special installations.

9. CUSTOMER'S EQUIPMENT

All Customer owned main supply transformers and equipment used to connect them to the Company's electrical system shall be approved by and installed in a manner satisfactory to the Company and the Electrical Inspection Branch.

The Customer shall, at his own expense, provide and maintain suitable accommodation for the equipment required by the Company. All Customer owned equipment beyond the Point of

Connection shall be provided and maintained in accordance with the applicable Electrical Code, and any requirements of the Company. The Customer shall be responsible for supplying and maintaining any suitable devices to protect the equipment of the Company and beyond the Point of Connection from overload, single phasing and abnormal voltage or supply conditions.

Order No. 6.1.1.2006

Issued MAY 10 2006

By [Signature]

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

Accepted for Filing MAY 11 2006

By [Signature]

Secretary
British Columbia Utilities Commission

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KYUQUOT POWER LTD.

10. RESIDENTIAL SERVICE

Residential service is normally single phase 120/240 volt, maximum 200 amperes.
Single phase service in excess of 200 amperes may be provided under special contract terms.

Residential rates are available for service to Customers by the Company and generally as follows:

- (a) individually metered single family residences, used exclusively for normal residential and housekeeping requirements;
- (b) farms, provided the farm is agricultural land and the principal farm residence and other incidental farm use can be served through one meter;
- (c) unusual circumstances where at the Company's option, more than one family living quarters may be served through one meter. For billing purposes the kilowatt-hour blocks, basic charge and minimum charge will be increased in proportion to the number of single family living quarters served.
- (d) common use areas in multiple residential dwellings where each single family residence is separately metered.

If occupancy of rented premises is of a transient nature, the Company may require the service to be in the name of the owner on a continuous basis.

Order No. G 11 2006

Issued MAY 10 2006

By *[Signature]*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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By *[Signature]*

Secretary
British Columbia Utilities Commission

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KYUQUOT POWER LTD.

11. COMMERCIAL SERVICE

Commercial Service is all electrical service, including where residential and business premises are contained in the same building on property, assessed as residential and the wiring does not provide for the use of two meters, except where the Company has determined the service to be Residential Service.

12. TEMPORARY SERVICE

When the Company has capacity available, temporary service may be supplied under any Rate Schedule applicable to the class of service required. The basic charge or minimum set forth in that Rate Schedule shall be applicable to the temporary service, but in no case shall it be less than one full month. The Customer shall also pay in advance of construction for the cost of the installation and removal of the equipment used to supply the temporary service

13. LIGHTING SERVICE

Lighting Service is all electric service for municipal lighting as set forth in the Rate Schedule.

14. UNDERGROUND FACILITIES

The Company's tariff is designed to recover the cost of providing electrical service from overhead poles and conductors. The Customer applying for underground service shall be responsible for any added cost and agrees as follows:

- (a) The Company shall own, install and maintain the underground service line to the point of delivery. The Customer shall own, install and maintain the underground service line beyond the point of delivery.

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Issued MAY 10 2006

By [Signature]

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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By [Signature]

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British Columbia Utilities Commission

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KYUQUOT POWER LTD.

- (b) The underground installation must comply with the Company's underground distribution standards.
- (c) The Company shall not be responsible for any loss or damage beyond the reasonable control of the Company due to the installation, operation or maintenance of the underground circuit.

15. METERING AND BACKBILLING

The Company shall provide all first meters necessary for measuring the Customer's use of the electric service provided by the Company. The supply of electricity will be metered at Secondary Voltage except when the Company determines otherwise. Additional meters as required are installed for a charge determined by the Company. The Company may permit un-metered service if an estimate to the satisfaction of the Company of the connected load and energy used can be used.

The meters shall remain the property of the Company and are subject to testing at regular intervals by the Electricity Meters Inspection Branch of the Department of Consumer and Corporate Affairs of Canada. That Department is responsible for the affixing of the seal on the meter and the seal shall not be broken without the specific assent of the Department. If a Customer doubts the accuracy of the meter serving his premises, he may request in writing that it be tested. Such request must be accompanied by a payment of the following charges:

- (a) Meter removal charge \$75.00
- (b) Meter inspection and testing fee
by independent testing laboratory,
at cost plus shipping cost.

Order No. ... 6.11.2006

Issued MAY 10 2006

By *Samell*

Director

Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

Accepted for Filing MAY 11 2006

By *[Signature]*

Secretary

British Columbia Utilities Commission

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If the meter fails to comply with the test requirements, the Company will refund all charges.

Backbilling may result from a billing error caused by any of the following non-exhaustive reasons or combination thereof:

- (a) Stopped meter.
- (b) Metering equipment failure.
- (c) Missing meter now found.
- (d) Switched meters.
- (e) Double metering.
- (f) Incorrect meter connections.
- (g) Incorrect use of any prescribed apparatus respecting the registration of a meter.
- (h) Incorrect meter multiplier.
- (i) The application of an incorrect rate.
- (j) Incorrect reading of meters or data processing.
- (k) Tampering, fraud, theft or any other criminal act.

The extent an amount of Backbilling shall be determined as follows:

- (a) Whenever the dispute procedure of the EGI Act is invoked, the provisions of that Act apply, except those which purpose to determine the nature and extent of legal liability flowing from metering or billing errors.
- (b) Where metering or billing errors occur and the dispute procedure under the EGI Act is not invoked, the consumption and demand will be based upon the records of the Company for the Customer, or the Customer's own records to the extent they are available and accurate, or if not available, reasonable and fair estimates may be made by the Company. Such estimates will be on a consistent basis within each Customer

Order No. ~~6-11~~ 2006

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By *C. Searell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
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class or according to a contract with the Customer, if applicable.

- (c) If there are reasonable grounds to believe that the Customer has tampered with or otherwise used the utility's service in an unauthorized way, or evidence of fraud, theft or other criminal act exists, then the extent of Back-billing will be for the duration of the unauthorized use, subject to the applicable limitation period provided by law, and the provisions of items (f), (g), (h), (i) below do not apply.

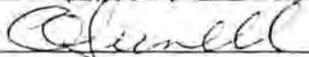
In addition, the Customer is liable for the direct (unburdened) administrative costs incurred by the Company in the investigation of any incident of tampering, including the direct costs of repair, or replacement of equipment.

Under-billing resulting from circumstances described above will bear interest at the rate normally charged by the Company on unpaid accounts from the date of the original under-billed invoice until the amount under-billed is paid in full.

- (d) In every case of under-billing or over-billing, the cause of the error will be remedied without delay, and the Customer will be promptly notified of the error and of the effect upon the Customer's ongoing bill.
- (e) In every case of over-billing, the Company will refund to the customer all money incorrectly collected for the duration of the error, subject to a maximum period of six months. Simple interest, computed at the short-term bank loan rate applicable to the Company on a monthly basis, will be paid to the customer.

Order No. 6-11-2006

Issued MAY 10 2006

By 

Director

Kyuquot Power Ltd.

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- (f) Subject to item (c) above, in every case of under-billing, the Company will back-bill the customer for the shorter of:
- (a) the duration of the error; or
 - (b) six months for residential, small general service (commercial) or irrigation; and
 - (c) six months year for all other customers or as set out in a special or individually negotiated contract with the Company.
- (g) Subject to item (c) above, in all cases of under-billing, the Company will offer the customer reasonable terms of repayment. If requested by the Customer, the repayment term will be equivalent in length to the Back-billing period. The repayment will be interest free and in equal installments corresponding to the normal billing cycle. However, delinquency in payment of such installments will be subject to the usual late payment charges.
- (h) Subject to item (c) above, if a customer disputes a portion of a Back-billing due to under-billing based upon either consumption, demand or duration of the error, the Company will not threaten or cause the discontinuance of service for the Customer's failure to pay that portion of the Back-billing, unless there are no reasonable grounds for the Customer to dispute that portion of the Back-billing. The undisputed portion of the bill shall be paid by the Customer and the Company may threaten or cause the discontinuance of service if such undisputed portion of the bill is not paid.

Order No. **6 11 2006**

Issued MAY 10 2006

By *Quenell*

Director

Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
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- (i) Subject to item (c) above, Back-billing in all instances where changes of occupancy have occurred, the Company will make a reasonable attempt to locate the former Customer. If, after a period of one year, such Customer cannot be located, the over or under billing applicable to them will be cancelled.

16. SALES TAX AND ASSESSMENTS

In addition to any rates and charges as set out in this tariff, the Customer shall pay to the Company the amount of sales tax, consumption tax, or any other tax or assessment levied by any competent taxing authority on any electricity delivered to the Customer.

17. PAYMENT OF ACCOUNTS

Bills for electric service are issued monthly and are due and payable seven days after mailing or immediately when delivered by hand to the Customer. Bills may be estimated and adjusted on future billings when a meter reading is not obtained for any billing period.

Customers' accounts not paid within twenty-one days after the amount is payable shall be in arrears. Late payment charges may be applied to accounts in arrears at the rate of 1.5% per month, and the Company may give forty-eight hours notice of disconnection from service to the Customer. When accounts remain in arrears after expiration of the notice of disconnection, the Company may disconnect the Customer from service and may refuse to reconnect the Customer for service until the amounts in arrears are fully paid.

In the event of a payment which cannot be honored, an additional charge of twenty dollars may be assessed.

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By [Signature]
Director
Kyuquot Power Ltd.
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18. CONNECTION AND RECONNECTION CHARGES

A charge shall be paid by a Customer to obtain service and for a connection or reconnection of his premises or property to the lines of the Company, when:

- (a) A service connection is energized for the first time.
- (b) A new Customer applies for service.
- (c) Service is restored to premises which were disconnected:
 - (i) because the Customer had failed to pay his account, or
 - (ii) because the Company was ordered to do so by an electrical inspector or other duly authorized official, or
 - (iii) to permit the Customer to make alterations upon or to the premises
- (d) For breach of the Electrical Tariff.

The following connection charges for new and existing services shall apply:

- a) New service requiring a service connection \$200.00
- b) Change of consumer where the meter \$15.00
has not been removed
- c) Reconnection after disconnection due to \$50.00
delinquency of an account. The Company reserves the right to evaluate the time of reconnection based on the availability including cost to provide, of competent personnel to reconnect Customer's electrical service.

Order No. **G 11 2006**

Issued MAY 10 2006

By *C. Snell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
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By *[Signature]*

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British Columbia Utilities Commission

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KYUQUOT POWER LTD.

- d) Reconnection of seasonal accounts \$50.00
The Company will arrange for accounts reconnection as soon as reasonably possible.

The minimum reconnection charge is not required when the service disconnection was made because of public safety reasons or when the service disconnection was made by the Company for service requirements of the Company.

The Company may add to the minimum reconnection charges to cover for the incurred costs when unusual or excessive cost circumstances arise

19. BILLING DEMAND

Billing Demand is not applicable.

20. CUSTOMER LOAD CHANGES.

The Customer shall not substantially increase his connected load above that originally applied for, without first notifying the Company and obtaining its consent. In the event of damage to the Company's property as a result of a substantial increase in the Customer's connected load without the consent of the Company, the Customer will be held responsible for all such damages.

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Issued MAY 10 2006

By [Signature]

Director
Kyuquot Power Ltd.
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By [Signature]

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British Columbia Utilities Commission

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The Customer may be required to pay for the cost of any alterations to the Company's facilities necessary to provide the Customer's increased load.

21. POWER FACTOR

Customers shall design and install electrical loads to maintain a power factor of not less than 90 percent lagging. The Company may refuse service to any Customer if the power factor of the Customer's load is less than 90 percent lagging.

The Company may refuse service for neon, mercury vapour, fluorescent or other types of outdoor lighting or display device which has a power factor of less than 90 percent or other detrimental characteristics.

22. LIABILITY OF THE COMPANY

The Company will endeavour to provide a regular and uninterrupted supply of electricity but it does not guarantee a constant supply of electricity or the maintenance of unvaried frequency or voltage and shall not be liable for any loss, injury, damage or expense caused by or resulting from any interruption, termination, failure or defect in the supply of electricity, whether caused by negligence of the Company, its servants or agents, or otherwise.

All responsibility of the Company for electricity delivered to the Customer shall cease at the point of delivery, and the Customer shall indemnify the Company and save it harmless from the liability, loss and expense caused by or arising out of the taking of electricity by the Customer.

Order No. **6 1 1** 2006

Issued MAY 10 2006

By *C. Farrell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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By *[Signature]*

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British Columbia Utilities Commission

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KYUQUOT POWER LTD.

23. INDEMNITY

The Customer will be responsible for and indemnify the Company and save it harmless from all injury, damage and loss, and from all actions, suits, claims, costs, charges, expenses and proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related, occasioned by or attributable to the activities of the Customer, save to the extent that such injury, damage, or loss shall have been due to the negligence of the Company, its agents or servants.

For the purposes of Clause 23, "activities" includes an act improperly carried out, an omission to carry out an act and a delay in carrying out an act.

24. SUSPENSION OF SUPPLY

Electric service may be temporarily suspended to make repairs or improvements to the Company's system or in the event of fire, flood, cable failure, or other emergency. The Company will, whenever practicable, give notice of such suspension to the Customer and will restore service as soon as reasonably possible. The Company shall not be liable for any loss, injury or damage caused by or arising out of any such suspension of service.

The Company shall have the right to suspend service at any time without notice whenever the Customer has breached any agreement with the Company, or failed to pay arrears within specified time, fraudulently used the service, tampered with the Company's equipment or committed similar actions. The cause of any suspension must be corrected, and a reconnection and any other applicable charges paid before reconnection of service will be made.

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By [Signature]

Director
Kyuquot Power Ltd.
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Vancouver, B.C.
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By [Signature]

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British Columbia Utilities Commission

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Suspension of service by the Company shall not operate as a cancellation of any contract with the Company, and shall not relieve any Customer of its obligations under these Terms and Conditions or the applicable Rate Schedule.

25. RIGHTS-OF-WAY

By applying for electric service, the Customer grants to the Company such rights- of-way and easements on, over and under the property of the Customer as may be necessary for the construction, installation, maintenance or removal of facilities for the supply of service to the Customer.

Notwithstanding payment by the Customer towards the cost of electrical facilities installed by the Company or that electrical facilities may be affixed to the Customer's property, all electrical facilities installed by the Company up to the point of delivery shall remain the property of the Company, and the Company shall have the right to remove any facilities on the Customer's property at any time.

26. ACCESS

The Company, through its authorized employees and agents, shall have ready access to its electrical facilities at all reasonable times for the purpose of reading meters and testing, installing, removing, repairing or replacing any equipment which is the property of the Company.

27. CUSTOMER CONTRIBUTIONS

Service will normally be provided by a drop service and the Customer may be required to make a contribution towards the cost of facilities when:

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Issued MAY 10 2006

By *B. Swenell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
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- (a) an Extension to the distribution lines would be required;
- (b) service is underground;
- (c) the cost of the service exceeds that required by a drop service;
- (d) a Customer applies to the Company for a relocation of the Company-owned equipment.

28. EXTENSION OF DISTRIBUTION LINES

Extensions will normally be constructed overhead but may be constructed underground where approved by the Company at its sole discretion.

A Customer requiring the extension of the main distribution lines, shall pay the cost of the extension less the Company contribution as described herein, either in cash before the commencement of construction or if the Company so agrees in writing, may be paid wholly or partially in kind.

The Company contribution shall be to a maximum of \$5,000 in estimated construction costs for each potential permanent residential customer in a single family dwelling. In the case of a multiple family dwelling, the Company contribution shall be up to a maximum of \$1500 per family unit. The Company of its sole discretion may determine that The Company contribution can be increased to up to 2.5 years of estimated billings of the Customers.

The estimated construction cost for service extensions will include distribution materials, metering equipment, labour, trucking and standard overhead charges normally applicable to construction work and shall include the cost of transformers. The company may require a revenue guarantee in a form suitable to the Company prior to commencement of construction.

Order No. G 11 2006

Issued MAY 10 2006

By *C. Scamell*

Director
Kyuquot Power Ltd.
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Additional customers applying for service within five years of energizing the extension shall pay to the Company the amount of the original Customer's contribution less 1/60 for each elapsed month since the date which the extension was first energized and such amount shall be paid by the Company pro rated to all of the parties contributing to the cost of the line, including additional Customers.

29. **TEMPORARY SERVICE**

A Customer who is taking a temporary service shall pay to the Company in advance of construction, the cost which the Company estimates it will incur in the installing and removing the facilities necessary to supply electricity. Such facilities shall include the extension, and service hookup. Such cost shall include charges for labour, administration and depreciation on materials as determined by the Company from time to time. The temporary service will be charged at the applicable rate schedule unless otherwise determined.

30. **OWNERSHIP OF FACILITIES**

Subject to any contractual arrangement and, notwithstanding the payment of any Customer contribution toward the cost of facilities, the Company shall retain full title to all equipment and facilities installed and maintained by the Company.

31. **CONFLICTS**

In case of conflict between these Terms and Conditions and the Rate Schedules, the provisions of the Rate Schedules shall prevail. Where there is a conflict between a contract and these Terms and Conditions, the provisions of the contract shall apply.

Order No. 6 1 1 2005

Issued MAY 10 2006

By *Smell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
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KYUQUOT POWER LTD.

SECTION B
RATES

Order No. **6.11.2006**

Issued MAY 10 2006

By *Shenell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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By *[Signature]*

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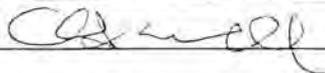
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KYUQUOT POWER LTD.

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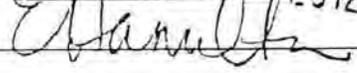
SECTION B	RATE SCHEDULES
1101	RESIDENTIAL AND COMMERCIAL SERVICE
1701	MUNICIPAL STREET LIGHTING SERVICE
1102	KA:'YU:'K'T'H'/CHE:K:TLES7ET'H' FIRST NATION SERVICE

Issued _____

By 

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

Accepted for Filing SEP 17 2012

By 

Secretary
British Columbia Utilities Commission

Order: G-111-12
Effective (applicable to
consumption on and after) **AUG 20 2012**

KYUQUOT POWER LTD.

**KYUQUOT POWER LTD
ELECTRIC TARIFF**

Rate Schedule 1101
Residential and Commercial Service

AVAILABILITY:

Available to any residential or commercial customer requiring single phase service where service is taken through one meter, except for the Ka:'yu:'k't'h'/Che:k:tlles7et'h' First Nation, which is provided service under Rate Schedule 1102

Basic Charge: \$8.00 per month

Energy Charge: \$0.3970 per kWh

MINIMUM CHARGE:

The Basic Charge per period.

SPECIAL CONDITIONS:

Nil

Issued AUG 20 2012
By *Amell*
Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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By *E. Hanu*
Secretary
British Columbia Utilities Commission
Order: G-111-12
Effective (applicable to consumption on and after) AUG 20 2012

KYUQUOT POWER LTD.

**KYUQUOT POWER LTD
ELECTRIC TARIFF**

Rate Schedule 1102

Ka:'yu:'k't'h'/Che:k:tl's7et'h' First Nation Service

AVAILABILITY:

Available to the Ka:'yu:'k't'h'/Che:k:tl's7et'h' First Nation, which service is taken through one meter.

Basic Charge: \$8.00 per month

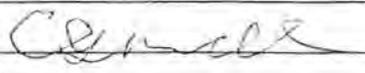
Energy Charge: \$0.1930 per kWh

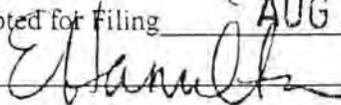
MINIMUM CHARGE:

The Basic Charge per period.

SPECIAL CONDITIONS:

This schedule has been determined based on a contribution-in-aid of construction of \$850,000 being made on February 18, 2008, a second contribution-in-aid of construction of \$850,000 being made on November 10, 2008, a third contribution-in-aid of construction of \$224,128.85 being made on February 19, 2009, and a fourth and final contribution-in-aid of construction of \$625,871.15 being made on March 23, 2012.

Issued AUG 20 2012
By 
Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
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By 
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British Columbia Utilities Commission
ORDER: G-11-12
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consumption on and after)

KYUQUOT POWER LTD.

**KYUQUOT POWER LTD
ELECTRIC TARIFF**

Rate Schedule 1701
Municipal Street Lighting Service

AVAILABILITY:

Available within the Community of Kyuquot, B.C. for street lighting service, including the installation, operation and maintenance of standard mercury vapour or high pressure sodium luminaires on wood poles and serviced by overhead wiring. Not applicable to private lighting service.

RATE:

<u>Size of HPS Luminaire (Watts)</u>	<u>Cost per Luminaire Per Month (\$)</u>
100	\$21.20
150	\$28.51
200	\$35.71

Order No.**6**.....**11**.....**2006**

Issued MAY 10 2006

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By *Osmond*

By *[Signature]*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

Secretary
British Columbia Utilities Commission

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KYUQUOT POWER LTD.

REQUEST FOR SERVICE:

Municipal and/or Local Government Authorities requesting municipal street lighting service shall do so in writing to the Company office in Vancouver at 1444 Alberni Street B.C, V6G 2Z4. The request shall specify the number and size (Watts) of luminaires required and be accompanied by a suitable plan indicating the location where each luminaire is to be installed.

The Company shall review the Municipal and/or Local Authority's request and advise the Authority in writing of present monthly charges for the street lighting requested and if any additional charges shall be applied due to unusual installation circumstances (see Steel Standards and/or Underground Wiring).

Upon receiving written approval to proceed (in the form of a standard application for service) from the appropriate authority, the Company shall purchase, install and energize the street light luminaires. Monthly billing shall commence immediately after the installation is completed.

RESPONSIBILITY:

a. Maintenance

The Company shall be responsible for the provision of continuous energy to the street light luminaires. The Company

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Issued MAY 10 2006

By *Adamsell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
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By *[Signature]*

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British Columbia Utilities Commission

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KYUQUOT POWER LTD.

shall also be responsible for normal maintenance of the luminaires, photo electric cell replacement and lens cleaning and replacement. The Company shall not be responsible for excessive damage due to vandalism. (See (c) below).

Normal maintenance carried out at Company expense shall be performed expeditiously as soon as the requirement is known and/or as soon as suitable staff can be arranged to perform the necessary maintenance.

b. Undue Delay

Should the Company be unable to carry out normal maintenance to restore service in reasonable time, or be shown to have been negligent in performing such maintenance, credit for monthly rental shall be arranged, based upon the number of street light luminaires and period of time involved.

c. Vandalism

Maintenance costs associated with occasional breakage by vandalism (maximum of 1% of total luminaries installed per year) shall be absorbed by the Company.

Repetitive breakage or extreme breakage at one time shall not be absorbed by the Company. Vandalism of this type shall be reported to the Local Authority, outlining the extent of the damage and the estimated cost of repair. Providing the Local Authority agrees in writing to absorb these costs, the Company shall effect repairs and restore service. Otherwise, the street

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Issued MAY 10 2006

By *Orwell*

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
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By *[Signature]*

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light luminaire(s) shall be removed and monthly billing shall be immediately discontinued.

d. Streetlight Poles

The Municipal street lighting rate structure is based upon the installation of luminaires on existing wood poles provided for distribution service in the community. Should additional wood poles be required, the cost of providing and installing the additional poles is the responsibility of the customer.

**e. Steel Standards
and/or Underground
Wiring**

The Municipal street lighting rate structure is based upon the installation of overhead wiring on existing wood poles provided for distribution service in the community. Should steel standards and/or underground wiring be required, the cost of providing and installing this special service is the responsibility of the customer.

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By [Signature]

By [Signature]

Director
Kyuquot Power Ltd.
400-1444 Alberni Street
Vancouver, B.C.
V6G 2Z4

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