
MEMORANDUM OF UNDERSTANDING

ON

DEVELOPMENT OF

RESIDUAL HEAT DISTRIBUTION SYSTEMS

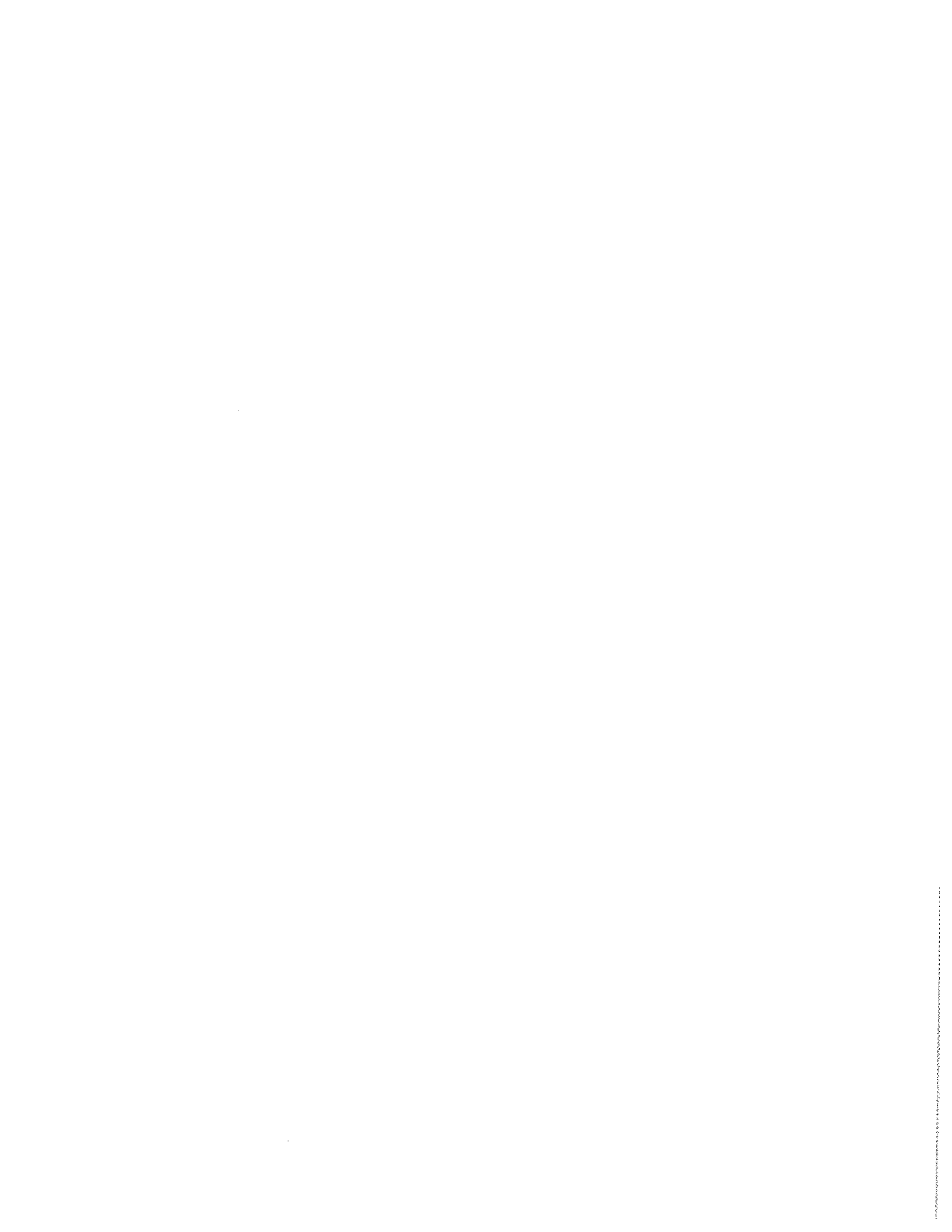
BETWEEN

THE GOVERNMENT
OF THE NORTHWEST TERRITORIES

AND

THE NORTHWEST TERRITORIES
POWER CORPORATION

MARCH 16, 1998





98-025

GNWT and NWT Power Corporation Partner to Develop Heat Opportunities

Yellowknife (March 17) - The Department of Public Works and Services and the NWT Power Corporation have been working since 1997 to develop concepts and systems to capture the residual heat from power generating stations and use it to heat buildings.

Under a Memorandum of Understanding signed yesterday, the NWT Government and the NWT Power Corporation will cooperate in identifying opportunities to develop new systems which can be economically beneficial to both parties. In the coming months, community power plants and government and commercial buildings across the NWT will be analysed to identify potential project opportunities.

Set up as commercial businesses, the projects will create new revenues for the Power Corporation from the sale of the heat. Over time, this may slightly offset overall community electrical rates, while direct customers may save as much as 30 per cent in heating costs over as many years.

"The savings will be in the millions of dollars in long term heating costs. It's a good program, at a time when public infrastructure funding is getting tighter," said Minister of Public Works and Services Jim Antoine.

Leon Cournoyea, President and CEO of the Power Corporation, said the Corporation will be encouraging local development groups and government agencies to participate in the ownership and management of the systems on a business basis. Where no local involvement is available, the Corporation would own and manage the systems.

A commercial operation involving the Gwich'in Development Corporation and the NWT Power Corporation is already in operation in Fort McPherson, where a \$1 million system heats six buildings including a school, arena and water treatment plant.

"Customers are guaranteed a ten per cent start-up advantage over running their own boilers," said Mr. Cournoyea. "As the cost of the system is paid down, that advantage will increase. Extra funds would go toward the overall cost of electricity in that community. Local electricity rates will not increase because of these systems.

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The Minister responsible for the NWT Power Corporation Charles Dent says he is especially pleased with the environmental benefits that will result from handling and burning less fuel.

"These kinds of partnerships are the wave of the future and a positive step towards responsible energy management," he adds.

Residual heating systems can reduce fuel consumption by several thousands of barrels of fuel every year. Greenhouse gas emissions are reduced, along with hazards of transporting and storing fuel.

For example, in Fort McPherson, the system has reduced the community's annual heating fuel consumption by twelve per cent. Carbon dioxide emissions have been cut by 132,000 kilograms, and sulphur dioxide, the main cause of acid rain, by almost 15,000 kilograms.

As many as thirty communities, especially those where power plants are already located close to large buildings, could be candidates for new systems. Another eight existing systems will be assessed for upgrading. The Corporation will have a territory-wide survey ready for further evaluation by the fall of 1998.

Public Works and Services and the NWT Power Corporation will work with community planners and developers on a community-by-community basis. Local governments will be consulted on the construction of each system before commitments are made.

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The MOU document is available on request.

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EXECUTIVE SUMMARY

The NWT Power Corporation operates diesel generating plants in 47 communities in the Northwest Territories. Residual heat from the diesel engines used in generation of electrical power can be used to provide building heating or process heating for water treatment, tempering or other processes, thereby providing many benefits both economic and environmental.

Systems to capture and distribute residual heat can be designed in several different ways, depending on variables such as building heating system design, reliability goals, and building operator preference.

There are presently several communities in the NWT where the concept of residual heat distribution is being used. Systems in these communities were built during the 1980's, and are due for upgrade. There are several more communities where the location of the power plant relative to commercial or institutional buildings provides the opportunity for future development of residual heat systems. Many of these buildings are owned or operated by agencies of the GNWT. In recognition of the opportunities available, the Northwest Territories Power Corporation and the Territorial Government Department of Public Works and Services has developed a Memorandum of Understanding outlining future cooperation in identifying and exploiting these opportunities.

The Memorandum sets out the following key points of cooperation:

- identifying opportunities for existing and new systems
- planning for fuel storage facilities
- technical design of upgrades and new heating systems
- NWTPC will co-ordinate construction, ownership and management
- Public Works and Services will provide technical expertise to customers
- local developers or governments will be encouraged to participate as business partners
- rates will initially be assessed at a 10 per cent saving of avoided fuel costs
- rates will be adjusted to reflect changes in fuel prices and capital costs

The Department of Public Works and Services will be the key resource for planning, and assisting existing and new customers with their technical co-ordination.

The Power Corporation will conduct a survey of existing plants, and the potential and priority for development of a district heating system in each likely community. This should be completed by the fall of 1998.

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1. BACKGROUND INFORMATION

1.1. Introduction

- 1.1.1. The NWT Power Corporation (NWTPC) operates diesel generating plants in 47 communities in the Northwest Territories. These plants typically produce electrical energy at an overall thermal efficiency of about 35%. That is, the plant uses about 35% of the thermal energy in the diesel fuel to produce electrical energy - the balance of energy in the fuel is dissipated into the atmosphere in the form of heat. Much of this rejected energy can be captured and used for space heating or process heating. Use of this energy would reduce use of fossil fuels for heating, providing economic benefits which include heating fuel cost savings and environmental benefits including reduction of greenhouse gas emissions and reduced risk of fuel spills. In 1996/97, NWTPC diesel plants generated approximately 249,498 MWh of electrical energy, using approximately 71,285,000 litres of diesel fuel in the process.
- 1.1.2. There are a number of communities in the NWT which are possible candidates for construction and distribution of residual heat from the Corporation. Several of the buildings in these communities are owned and/or operated by the Government of the NWT (GNWT). In recognition of the economic and environmental benefits available to both parties, this document outlines a proposal for the cooperation between the GNWT and NWTPC for development of new residual heat systems connecting GNWT assets, as well as assessment and upgrading of existing residual heat systems connecting GNWT assets. New and expanded existing systems may also connect non GNWT customers. Such arrangements would not change the basic concepts outlined in this document.
- 1.1.3. NWTPC uses residual heat from the generation process in several locations for heating the plant and attached offices. NWTPC has, in past years, also allowed free access to the residual heat in several plants for use by GNWT agencies. Under the policy, the GNWT agency was responsible for all aspects of the system, including design, construction, operation and maintenance. There were several small systems constructed under the policy including Rankin Inlet, Cambridge Bay, Pelly Bay, Igloolik, Fort Simpson and Wha Ti. The formal agreements which resulted from this policy all expired on March 31, 1993. None were renewed. Systems are still operating in the above settlements.
- 1.1.4. The past policy allowed access to residual heat from the Corporation's plants at no cost to the user, provided there was no cost incurred by the Corporation in making the heat available. The Corporation is presently moving toward a policy which recognizes the value of this energy, and which will see fair market value received for energy delivered, for both new and existing systems. NWTPC would like to develop new

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systems which would eventually allow for full recovery of development cost through a fair charge for energy delivered. The Corporation is also interested in reviewing the existing systems and upgrading them to improve efficiency and perhaps broaden customer base. Residual heat distribution systems not only represent revenue potential for NWTTC, but also have the potential of benefitting users in a number of ways, both economic and environmental.

1.2. System Benefits

1.2.1. Use of residual heat as an alternative source for building space heating has several benefits, both economic and environmental. Benefits include:

1.2.1.1. Direct cost savings

1.2.1.1.1. Where the total costs of building and operating a residual heat distribution system allow the energy to be sold to the customer at a rate which is less than the customer's cost of equivalent heating fuel, a direct savings is realized in annual building operating costs.

1.2.1.1.2. If a system can provide enough energy to significantly reduce operation of the customer boiler system, the customer may realize a savings in boiler maintenance and replacement costs.

1.2.1.1.3. Once the capital costs of the system have been recovered, energy charges to the customer can be reduced, allowing greater savings to building operators.

1.2.1.1.4. There is often a direct benefit to NWTTC realized in lower station service requirements due to less frequent operation of radiator fans. This can result in an increase in net plant efficiency.

1.2.1.2. Long term community infrastructure cost savings

1.2.1.2.1. A system providing thermal energy to buildings normally supplied by oil-fired heat can cause a significant deferral of fuel storage facility upgrades.

1.2.1.3. Local economic benefits

1.2.1.3.1. Local economy can undergo a boost during construction by hiring of local forces, increased business to the local hotel, etc.

1.2.1.3.2. All of the savings realized, and in some cases a portion of the energy revenue from the system, remain within the region rather than being spent outside the

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NWT on fuel resupply.

1.2.1.4. Environmental concerns

- 1.2.1.4.1. Production of greenhouse gas emissions and other pollutants is directly related to the amount of fossil fuel consumed by the community. A given percentage reduction in consumption of fossil fuels results in an identical decrease in emissions. There is no increase in electrical production fuel required by the power plant.
- 1.2.1.4.2. There is some reduction of transportation and handling hazard, especially where fuel is brought in regularly by truckload.
- 1.2.1.4.3. Noise pollution caused by radiator fans is often reduced substantially, especially during the winter, when thermal demand on the system is greatest.

1.3. System Design Options

1.3.1. System Types

- 1.3.1.1. There are two basic approaches to distribution of residual heat through a district heating system. The supply can be interruptible or uninterruptible.

1.3.1.2. Interruptible (Supplementary) Systems

- 1.3.1.2.1. An interruptible or supplementary system is installed with the existing building boiler system, and supplies thermal energy into the system whenever surplus thermal energy is available from the electrical generation process. The building boiler system operates whenever building thermal demand exceeds energy available from the residual system. The thermal output of the plant is directly related to the electrical demand on the plant and, since NWTPC has little or no control over the electrical demand, no guarantee of thermal energy available can be given. Quite often with this type of system, the peak heating demand does not coincide with the peak electrical demand, and, since the system will normally be designed to balance maximization of the amount of energy exported with maximization of individual customer savings, it usually will supply only part of the customers' thermal energy requirements. There may be special situations where the residual heat alone is sufficient to supply 100% of a building thermal requirements, but it would still be recommended practice for the building to maintain its boiler system, at least in the short term.

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1.3.1.2.2. Supplementary systems require special attention to controls to avoid the possibility of the customer boiler supplying the system. Controls can also be programmed to integrate the customer boiler, so that the boiler firing is blocked unless the system is not capable of supplying the required load. The residual heat supply and customer boiler system can also be put on an outdoor reset schedule which governs the delivery or firing temperature according to outdoor air temperature.

1.3.1.2.3. The optimum connection for a supplementary system is at a point where the temperature difference between the customer system and the delivery system is at a maximum, therefore allowing the residual heat distribution system to feed the customer system throughout a range of supply temperatures caused by fluctuating loads, both electrical and thermal. In cases where the building system is on an outdoor reset schedule, the supply into the individual building can be controlled to match that schedule.

1.3.1.3. Uninterruptible System

1.3.1.3.1. A system is considered uninterruptible if supply of the design heating load of the customer building is guaranteed to the extent that the cogen plant was producing (same guarantee as the electrical supply). An uninterruptible heating system using residual heat normally requires one or two small peaking boilers, allowing the system design load to be served regardless of electrical demand on the power plant. Usually two small boilers would be considered to insure that the thermal demand could still be met during an outage of one of the boilers or problems with the heat recovery equipment on the diesel generators. This type of system allows the building owner to remove the boilers, or plan the building without boilers.

1.3.1.3.2. Consideration for thermal energy supply during an electrical outage is usually not an issue since, in most cases, the customer building heating system is inoperable during an electrical outage. The exception to this would be where a building had been designated an emergency shelter, in which case it would require a stand alone heating plant and emergency standby generator set. Such buildings would not generally be considered for uninterruptible supply.

1.3.2. Building Connections

1.3.2.1. There are two main options for connection of the customer building to the system. These options apply to both interruptible and uninterruptible systems.

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1.3.2.2. Direct Connected

1.3.2.2.1. The building heating system is connected as a branch of the distribution system. No heat exchanger is used between the distribution system and the building heating system. The building may still have individual outdoor reset capabilities, and in some instances may operate without primary circuit pumping, which would be provided by the distribution system pumps. This is the most economical connection, as no additional heat exchanger is required except for domestic hot water heat, if supplied. The major disadvantage to direct connection is the sharing of the transport medium between the building system and the distribution system.

1.3.2.3. Indirect Connection

1.3.2.3.1. The building heating system is isolated from the distribution system by a heat exchanger usually located in the customer building mechanical room. This type of connection is more costly than a direct connection, and has a loss of quality associated since energy is exchanged between two transport media via the building heat exchanger. This type of system allows for more control flexibility while eliminating concerns arising from sharing of glycol between the building and the distribution system.

1.3.2.3.2. In most cases an indirect connection is recommended, as it eliminates concerns with shared glycol, allows for more control flexibility, and eliminates problems arising with maintenance, leak repair and glycol replacement.

1.4. System Ownership Options

1.4.1. Existing and planned residual heat systems represent several different ownership options. Small systems presently in the planning or construction stages (Taloyoak Water Treatment Plant, Kugluktuk Water Treatment Plant) will be entirely owned and operated by NWTPC up to the point of energy exchange with the customer system. Several existing systems (Rankin, Cambridge, Holman, Pelly Bay) are owned and operated by the customer.

1.4.2. NWTPC is currently involved with one jointly owned and operated system. This system is operating in Fort McPherson, and was built by Aadrii Ltd., a joint venture between the Gwich'in Development Corporation and NWT Power Corporation. The rate structure of the system allows a 10% savings of avoided cost to the customers, with the remaining 90% of avoided costs applied to the capital and operating costs of the system. These costs include a charge for thermal energy paid by Aadrii to NWTPC. Once the capital costs have been recovered, Aadrii and the customer will

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share the savings, resulting in an estimated 25% savings to the customer. This system was constructed without capital contribution from any of the customers, but it was felt that some immediate benefit to the customer was required in order to generate interest. The capital recovery period for the Fort McPherson system is estimated at about 18 years, assuming a 2% fuel escalation rate.

- 1.4.3. Although ownership could fall into any of the above categories, NWTPC does require that all equipment in contact with primary engine coolant or exhaust is owned, installed and maintained by NWTPC, who also reserves the right to control the specification of such equipment and review the primary distribution system design. The cost of installation or upgrading of the equipment in the NWTPC plant is partially recovered by an energy charge to the system operator.

1.5. Energy Rates

- 1.5.1. The main factors in the charges for residual heat are capital cost, capital contribution by the customer, and customer avoided fuel cost. Usually the customer desires to see an immediate benefit to connecting to the system, even when a capital contribution is not required. In most northern communities, the commercial/industrial buildings have small unattended automatic boiler systems, therefore benefits such as reduced operating manpower costs are not readily available. These facts result in the requirement that all benefits come in the form of savings in fuel. This results in an energy rate for customers being limited by the avoided cost of heating oil.

- 1.5.2. For a supplementary system a charge per unit energy delivered is the simplest approach. A typical energy charge would take the form of

$$\text{Rate } (\$/kWh) = \frac{\text{Cost Factor} \times \text{Fuel Cost } (\$/l) \times \text{ETS Efficiency}}{\text{Fuel Net Heat Content } (kWh/l) \times \text{Average Annual Efficiency}}$$

- 1.5.3. The energy rate equation is an example of how the thermal energy rate can be tied to the price of fuel and the actual meter readings at an ETS. The equation was initially developed for Fort McPherson to allow the heating company to realize the maximum return available while insuring that the customer was getting a specified saving in energy cost. In addition, there was a desire to enable the heating company to show the customer the savings by connecting the rate directly to what the customer would be paying to provide heat to the building through its existing system. The equation was further developed after monitoring performance of a working system.

- 1.5.4. A brief description of each of the components of the equation is given below.

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1.5.4.1. Cost Factor

1.5.4.1.1. The cost factor ties the cost of heat supplied by the residual heat system to the price of fuel in the community. It is the percentage of *avoided cost* the customer can expect to pay for thermal energy delivered by the heating system. It is driven mainly by the cost of the system and size of connected load, and would normally be less than 100%. The cost factor could possibly exceed 100% in an uninterruptible system where the benefits to the customer would be far greater than simply fuel, i.e., no boiler capital, maintenance or replacement costs, no fuel system capital or maintenance costs, no fuel spill risk or fuel fire risk, no primary pumping costs, no costs associated with control systems for boilers, fuel system, primary pumps or secondary temperature control, and no building space allotment required for any of the above.

1.5.4.2. Fuel Cost

1.5.4.2.1. The fuel cost is the actual price per litre of heating fuel in the community, and is adjusted on a predetermined schedule, normally annually at the time the heating oil prices are set by Petroleum Products Division of the GNWT.

1.5.4.3. Energy Transfer Station Efficiency

1.5.4.3.1. This efficiency accounts for losses across the ETS heat exchanger(s). The energy is metered on the distribution side of ETS, and there are some losses through radiation which are absorbed by the heating company. It also accounts for losses assumed to result from the location of the ETS in the heating system. In installations where the ETS is heating water as it returns to the boiler, for example, some heat loss is experienced across the boiler(s). This inefficiency is absorbed in the rate equation. The ETS efficiency will usually be building specific like the Average Annual Efficiency, and in buildings where the ETS is on the secondary loop (in buildings which have primary-secondary systems) the ETS efficiency will usually be very close to 100%. In buildings where the ETS is on the boiler return line, this efficiency can be reduced due to losses across the boiler.

1.5.4.4. Average Energy Efficiency

1.5.4.4.1. This is also called boiler efficiency, and is the average efficiency with which the building boiler converts energy in fuel into heat distributed to the building. This figure is estimated either by the building designer or, for retrofit, by looking at fuel consumption records and size of installed heating

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plant. Normally average annual efficiency is around 70%.

1.5.4.5. Net Heat Content of Fuel

1.5.4.5.1. This is the lower heating value or lower calorific value of the fuel available in the community. This can be determined from the supplier data sheet for the fuel.

1.5.5. Since the efficiencies in the rate equation are initially estimates, in all cases the performance of the system should be reviewed after a year of operation to insure that the customer is getting the benefit advertised.

1.5.6. Initial energy rates remain in effect until the capital cost of the system has been recovered, after which they can be reduced to allow the customer a larger savings. The operator must recover O&M costs for the system, which are usually driven mainly by pumping costs. Extraordinary maintenance costs must be provided for, especially as the age of the system increases.

2. GUIDELINES FOR AGREEMENT BETWEEN NWTPC AND THE GNWT

Whereas the GNWT and the NWTPC agree that both organizations can benefit from the development of residual heat projects, the parties agree to use the following guidelines in developing future projects.

2.1. Identifying Opportunities

2.1.1. NWTPC and GNWT will cooperate in identifying opportunities for development of new systems which can be shown to be economically beneficial to both parties.

2.1.2. NWTPC will develop a study of existing power plants including plant demand data and available thermal energy, potential loads and identification of building owner/operator, condition of plant with regard to energy export capabilities, and assignment of a priority level for development. This study is scheduled to be completed for September, 1998, and will be made available to the GNWT.

2.1.3. GNWT will notify NWTPC of plans for construction of new buildings within a 500m radius of an existing NWTPC power plant, and initiate discussions for development of residual heat distribution to such buildings.

2.1.4. GNWT will notify NWTPC of plans for expansion of fuel storage facilities which may be deferred or cancelled by the development of residual heat distribution systems. Such projects may change the priority level established by 2.1.2 above.

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2.2. System Design

- 2.2.1. Unless specific conditions or situations indicate otherwise, all systems connecting GNWT assets will be considered interruptible supply systems.
- 2.2.2. Unless specific conditions or situations indicate otherwise, new systems connecting GNWT assets will be indirect connected, consisting of an Energy Transfer Station in the customer building, sized consistent with the design load of the building and/or the thermal energy available from the residual heat system.
- 2.2.3. NWTPC and GNWT will collaborate on the technical aspects of the system such as:
 - 2.2.3.1. determination of building loads to be served,
 - 2.2.3.2. location of heat transfer equipment in the building system,
 - 2.2.3.3. sizing of building heat transfer equipment and equipment specifications for the Energy Transfer Station and controls,
 - 2.2.3.4. integration of control of the building system and residual heat system.
- 2.2.4. Wherever possible, design of the residual heat systems will be carried out by NWTPC in-house.
- 2.2.5. Construction work will normally be tendered in accordance with the NWTPC Tender Policy, with involvement of local forces encouraged.

2.3. System Ownership

- 2.3.1. NWTPC will specify, install, own and maintain all equipment in contact with primary engine coolant.
- 2.3.2. NWTPC will own and operate the residual heat systems unless a local development group or local government body expresses interest in ownership or joint ownership.
- 2.3.3. Notwithstanding 2.3.2 above, NWTPC will be responsible for coordinating the final design and construction of the residual heat production, distribution and building energy transfer systems.

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2.4. System Commissioning

- 2.4.1. NWTPC will be responsible for commissioning of the system up to the building energy transfer station.
- 2.4.2. NWTPC and GNWT will jointly commission the building energy transfer system and any integrated control systems.

2.5. System Operation and Maintenance

- 2.5.1. The system will be operated and maintained by the system owner. Operation includes meter reading, billing, and other administrative activities.
- 2.5.2. Operation and maintenance of the system including the customer ETS will normally require that the system owner have access to the customer building on a routine basis for meter reading and ETS maintenance.
- 2.5.3. An agreement may be reached between the system owner and GNWT or the organization responsible for operation and maintenance of the facility for routine system maintenance to be carried out by the building operator.

2.6. System Expansion (Addition of Customers)

- 2.6.1. NWTPC will notify GNWT, and any other customers initially connected or proposed in the original system plan, of any plans to add customers to a system established to heat GNWT assets as the primary customer.
- 2.6.2. NWTPC will insure during the design phase that expansion of systems originally established to heat GNWT assets will not adversely impact savings realized by the GNWT, or any other customers initially connected or proposed for original system design, within established limitations.
- 2.6.3. It is recommended that limitations be established for expansion of the originally planned system to allow a decrease of up to 25% of the energy delivered to any or all customers in the original connection plans.
- 2.6.4. NWTPC will present expansion plans to GNWT for review and confirmation that expansion limitations are not exceeded in the expansion design.
- 2.6.5. Expansion limitations may be exceeded on individual systems with the agreement of GNWT.

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2.6.6. Rates negotiated with new customers and the incremental capital recovery of expansion projects will not adversely affect original customers. If addition of new customers has a beneficial impact on the original capital recovery period, that impact will be acknowledged and the benefits to all customers adjusted accordingly.

2.7. Existing Systems Owned and Operated by the GNWT

2.7.1. All existing systems owned and operated by the GNWT will be assessed by representatives of both NWTPC and GNWT. Assessments will include:

2.7.1.1. present load on system,

2.7.1.2. available energy from plant,

2.7.1.3. determination of effectiveness of the present system, and agreement on objectives of any upgrading,

2.7.1.4. determination of scope of upgrade, if required,

2.7.1.5. determination of components of system which may be re-used in any upgrade,

2.7.1.6. evaluation of components of existing system which will be maintained or re-used.

2.7.2. In the evaluation, consideration will be given to the age and condition of components as well as the value of elimination of such components or sections of existing system from scope of supply during upgrading work.

2.7.3. Agreement will be reached regarding the evaluation in 2.7.1 and 2.7.2, and the value will be considered a capital contribution to the project by the owner(s) of the existing equipment.

2.7.4. Suggested priority for the assessment of existing systems is as follows:

- A. Rankin Inlet
- B. Pelly Bay
- C. Cambridge Bay
- D. Fort Simpson
- E. Wha Ti
- F. Igloolik
- G. Holman

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2.8. Energy Rates

- 2.8.1. All calculations done for the purpose of establishing rates or evaluation performance will use the Net (or Lower) Heating Value of the fuel, as determined by the density or specific gravity declared on the suppliers inspection sheet and the American Petroleum Institute tabulated Heating Values.
- 2.8.2. Fuel price used in the energy rate equation will be adjusted annually, normally on November 1, to reflect the cost of heating fuel delivered to the customer at the time of the adjustment.
- 2.8.3. Net Heat Content (or Lower Heating Value) of the fuel will be assessed and adjusted annually, using the fuel supplier data sheets and American Petroleum Institute charts, to reflect the Net Heat Content of the fuel delivered to the community.
- 2.8.4. Initial Average Annual Efficiency used in the rate equation will be set to the building design value, or, where such a value is not available, to 70%.
- 2.8.5. New or Existing Systems with no Capital Contribution from Customer
 - 2.8.5.1. The proposed rate for thermal energy delivered to GNWT building heating systems where there was no capital contribution to the system by the customer will allow for a savings to the building operator of 10% of avoided fuel costs, i.e., the Cost Factor in the Rate Equation on page 6, will be 90%.
- 2.8.6. New Systems with Capital Contribution from GNWT
 - 2.8.6.1. Where GNWT has agreed to provide a capital contribution to the development of a new system, an energy rate will be calculated to allow the GNWT savings of 10% of avoided fuel costs, plus additional savings calculated to result in a capital recovery period for the GNWT capital contribution which is the same as that estimated for the developer of the system.
 - 2.8.6.2. An economic analysis for the planned system, indicating capital cost recovery periods for both GNWT and the system developer will be made available to the GNWT for review. Sample analyses are given in Appendix I, showing the possible effects of varying levels of capital contributions on a proposed project.
- 2.8.7. Existing Systems Owned by GNWT
 - 2.8.7.1. Where an existing system, currently owned by the GNWT, has been evaluated

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for upgrading, the assigned value in 2.7.3 above will be considered a capital contribution to the project by GNWT, and treated the same as in section 2.8.6 above.

2.8.8. Performance Evaluation

- 2.8.8.1. NWTPC will carry out a performance evaluation of all customers connected to the system after 1 complete year of operation. The evaluation will use historical fuel consumption data before and after connection to the system, plus system energy consumption, to determine the accuracy of the rate calculation in providing the customer the savings in avoided costs indicated by the Cost Factor in the rate equation.
 - 2.8.8.2. GNWT and NWTPC will collaborate to determine a mutually acceptable method and format for the evaluation. An sample performance evaluation is given in Appendix II.
 - 2.8.8.3. The energy rate will be adjusted to reflect the results of the performance evaluation.
 - 2.8.8.4. Over- or under-payments for the first year of operation, as determined by the performance evaluation, will be corrected by a one-time payment or refund.
 - 2.8.8.5. Performance evaluations after the first year of operation may be requested on an annual basis if it is felt by the customer that the system performance has changed.
- 2.8.9. Joint ownership systems or systems owned and operated by other than the NWTPC (see 2.3.2 above) will be subject to a rate for energy payable to the NWTPC by the operator of the system. This rate will not impact the rate as set forth in this section for energy charged to the customers of the system by the system operator.

2.9. Metering

- 2.9.1. Utility grade energy meters will be installed at each building, measuring flow and temperature of the inlet and outlet flows on the distribution side (residual heat supply side) of the ETS.
- 2.9.2. Meters will calculate instantaneous load and total energy consumption, and display a minimum of instantaneous flow in litres per second, temperature difference in °C, instantaneous load in kW or MW, and total energy consumption in kWh or MWh.

Memorandum of Understanding
Development of Residual Heat Systems

2.9.3. If possible, meters will be specified to store total energy value at 00:01 on the first day of each month, with the stored figure available for access at the meter for the duration of the month.

2.10. Customer Supply Contracts


2.10.1. All targeted customers of a proposed system will be required to sign a Heat Supply Agreement prior to work commencing on the final design and construction of the system. A sample Heat Supply Agreement is attached as Appendix III.

2.11. Invoicing

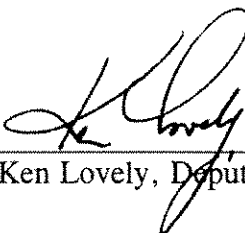
2.11.1. Customers will be invoiced monthly for energy delivered by the system.

2.11.2. Invoices will show energy rate, current and previous meter readings, multiplier(s) used to correct meter readings as required by the transport medium used, actual energy consumed and total amount owing for the month.

Signed at Yellowknife. this 16th day of March, 1998



Leon Courneya, President and CEO, NWT Power Corporation



Ken Lovely, Deputy Minister, Public Works and Services, Government of the NWT

**Memorandum of Understanding
Development of Residual Heat Systems**

APPENDIX I - Sample Economic Analyses

APPENDIX I

Proposed Pangnirtung Residual Heat - Sole Ownership by NWTPC - No Capital Contribution from Customer

Capital Cost:	750,000	Initial Annual O&M:	29,076	Interest rate (initial):	7.00%
Initial Equity:	0%	O&M Increase (1998\$):	25	Interest rate (final):	7.00%
Cost Factor (% avoided cost):	90%	Fuel LHV (kW/L):	9.79	Depreciation Cycle (years):	5
Profit Factor	80%	Fuel Cost (\$/L):	0.5800	Depreciation Base:	1.05
Initial Return to Equity	10.00%	General Inflation:	2.00%	Production Fuel Tax (\$/l):	0.031
NWTPC Blended ROR:	10.755%	Fuel Escalation:	2.00%	Production Fuel used per Year (litre)	1,536,790
Customer Capital Contribution (%)	0.00%			Production Specific Heat Rate (kW	3.221

Table 1 - Customer Information.

Customers	Boiler Efficiency	Heat Delivered (MWh)	Fuel Displaced (Litres)	Fuel Displaced (\$/kWh) (1997 \$)	Initial Rate (\$/kWh)	Initial Revenue (1997 \$)
High School	0.7	917.17	133,835	0.0762	69,862	26,946
Elementary School	0.7	353.76	51,621	0.0762	0	0
			0	0.0000	0	0
			0	0.0000	0	0
			0	0.0000	0	0
			0	0.0000	0	0
			0	0.0000	0	0
Totals		1,270.93	185,456	107,564	0.0762	96,808

Table 2 - Possible Customer Savings as a Percentage of Avoided Costs

Year	Fuel Cost (\$/kWh)	Avoided Fuel Cost (\$/kWh)	Heat Rate (\$/kWh)	Customer Savings (%)
15	0.1117	0.1005	10.0	
20	0.1233	0.0986	20.0	
25	0.1361	0.1089	20.0	
30	0.1503	0.1202	20.0	

Year 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

Financing and Operating Expenses

Opening Balance	(750,000)	(730,744)	(708,785)	(683,907)	(655,878)	(631,950)	(604,880)	(574,420)	(540,302)	(502,240)	(459,927)	(413,032)	(361,204)	(304,063)	(241,204)
Interest Expense	(52,500)	(51,152)	(49,615)	(47,873)	(45,911)	(44,236)	(42,342)	(40,209)	(37,821)	(35,157)	(32,195)	(28,912)	(25,284)	(21,284)	(16,884)
Operating and Maintenance Cost	(29,076)	(29,658)	(30,251)	(30,856)	(31,473)	(32,102)	(32,744)	(33,399)	(34,067)	(34,749)	(35,443)	(36,152)	(36,875)	(37,613)	(38,365)
Total Annual Expense	(81,576)	(80,810)	(79,866)	(78,729)	(77,384)	(76,339)	(75,086)	(73,609)	(71,888)	(69,905)	(67,638)	(65,065)	(62,160)	(58,897)	(55,249)

Revenues

Annual Avoided Cost	107,564	109,716	111,910	114,148	116,431	118,760	121,135	123,558	126,029	128,550	131,121	133,743	136,418	139,146	141,929
Total Annual Revenue	96,808	98,744	100,719	102,733	104,788	106,884	109,022	111,202	113,426	115,695	118,008	120,369	122,776	125,232	127,736
Total Annual Expense	(81,576)	(80,810)	(79,866)	(78,729)	(77,384)	(76,339)	(75,086)	(73,609)	(71,888)	(69,905)	(67,638)	(65,065)	(62,160)	(58,897)	(55,249)
Production Fuel Tax Savings	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024
Net Revenue Before Tax & Depreciation	19,256	21,959	24,878	28,029	31,428	34,570	37,960	41,618	45,562	49,814	54,395	59,328	64,641	70,359	76,511
Depreciation	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)
Net Revenue	(431)	2,272	5,190	8,341	11,741	14,882	18,273	21,930	25,875	30,126	34,707	39,641	44,953	50,671	56,824
Dividend or Retained Income	0	0	0	0	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500

Average Energy Rate Required 0.0762 0.0777 0.0792 0.0808 0.0824 0.0841 0.0858 0.0875 0.0892 0.0910 0.0929 0.0947 0.0966 0.0985 0.1005

NPV Calculations at NWTPC ROR

Cumulative NPV Net Income	0	0	0	0	4,500	8,564	12,232	15,545	18,536	21,236	23,674	25,876	27,863	29,658	31,278
Cumulative NPV Project	(750,000)	(688,845)	(632,525)	(580,656)	(532,887)	(488,895)	(441,068)	(376,705)	(345,059)	(315,914)	(289,073)	(264,353)	(241,588)	(220,622)	(201,314)
Project Internal Rate of Return	10.300%														

Customer Benefit Analysis

Customer Annual Savings	10,756	10,972	11,191	11,415	11,643	11,876	12,114	12,356	12,603	12,855	13,112	13,374	13,642	13,915	14,193
Cumulative Annual Savings	10,756	21,728	32,919	44,334	55,977	67,853	79,966	92,322	104,925	117,780	130,892	144,266	157,908	171,823	186,016
Customer Capital Recovery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Customer NPV @ 2nd Interest Rate	10,053	19,636	28,771	37,479	45,781	53,694	61,238	68,429	75,284	81,819	88,048	93,987	99,648	105,044	110,188

APPENDIX I

Proposed Pungtung Residual Heat - Sole Ownership by NWTFC - No Capital Contribution from Customer

Capital Cost: 750,000	Initial Annual O&M: 29,076
Initial Equity: 0%	Initial O&M Period (years): 25
Cost Factor (% avoided cost): 90%	O&M Increase (1998\$): 2,000
Profit Factor: 80%	Fuel LHV (kW/L): 9.79
Initial Return to Equity: 10.00%	Fuel Cost (\$/L): 7500
NWTFC Blended ROR: 10.755%	General Inflation: 2.00%
Customer Capital Contribution (%): 0.00%	Fuel Escalation: 2.00%

Interest rate (initial): 7.00%	Interest rate (final): 7.00%
Interest Rate Break (years): 5	Depreciation Cycle (years): 40
Depreciation Base: 1.05	Production Fuel Tax (\$/ft): 0.031
Production Fuel used per Year (litre): 1,536,790	Production Specific Heat Rate (kW): 3.221

Table 1 - Customer Information

Customers	Boiler Efficiency	Heat Delivered (MWh)	Fuel Displaced (Litres)	Fuel Displaced (1997 \$)	Initial Rate (\$/kWh)	Initial Revenue (1997 \$)
High School	0.7	917.17	133,835	77,624	0.0762	69,862
Elementary School	0.7	353.76	51,621	29,940	0.0762	26,946
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
Totals		1,270.93	185,456	107,564	0.0762	96,808

Table 2 - Possible Customer Savings as a Percentage of Avoided Costs

Year	Avoided Fuel Cost (\$/kWh)	Average Heat Rate (\$/kWh)	Customer Savings (%)
15	0.1117	0.1005	10.0
20	0.1233	0.0986	20.0
25	0.1361	0.1089	20.0
30	0.1503	0.1202	20.0

Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Financing and Operating Expenses															
Opening Balance	(172,193)	(96,564)	(13,817)	0	0	0	0	0	0	0	0	0	0	0	0
Interest Expense	(12,054)	(6,759)	(967)	0	0	0	0	0	0	0	0	0	0	0	0
Operating and Maintenance Cost	(39,132)	(39,915)	(40,713)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(50,983)	(52,003)	(53,043)	(54,104)	(55,186)
Total Annual Expense	(51,186)	(46,675)	(41,681)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(50,983)	(52,003)	(53,043)	(54,104)	(55,186)
Revenues															
Annual Avoided Cost	144,768	147,663	150,616	153,629	156,701	159,835	163,032	166,293	169,618	173,011	176,471	180,000	183,600	187,272	191,018
Total Annual Revenue	130,291	132,897	124,981	122,903	125,361	127,868	130,425	133,034	135,695	138,409	141,177	144,000	146,880	149,818	152,814
Total Annual Expense	(51,186)	(46,675)	(41,681)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(50,983)	(52,003)	(53,043)	(54,104)	(55,186)
Production Fuel Tax Savings	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024
Net Revenue Before Tax & Depreciation	83,129	90,246	87,325	85,400	87,027	88,687	90,380	92,107	93,869	95,666	94,218	96,022	97,861	99,738	101,652
Depreciation	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)
Net Revenue	63,442	70,559	67,637	65,712	67,340	69,000	70,693	72,420	74,182	75,979	74,530	76,334	78,174	80,051	81,965
Dividend or Retained Income	7,500	7,500	69,483	81,375	83,003	84,663	86,356	88,083	89,845	91,642	90,193	91,997	93,837	95,714	97,628
Average Energy Rate Required	0.1025	0.1046	0.0983	0.0967	0.0986	0.1006	0.1026	0.1047	0.1068	0.1089	0.1111	0.1133	0.1156	0.1179	0.1202
NPV Calculations at NWTFC ROR															
Cumulative NPV Net Income	32,741	34,062	45,112	56,796	67,556	77,466	86,592	94,997	102,738	109,866	116,201	122,035	127,408	132,356	136,913
Cumulative NPV Project	(183,532)	(167,155)	(153,755)	(142,071)	(131,311)	(121,401)	(112,275)	(103,870)	(96,129)	(89,000)	(82,666)	(76,832)	(71,459)	(66,511)	(61,954)
Project Internal Rate of Return															
Customer Benefit Analysis															
Customer Annual Savings	14,477	14,766	25,635	30,726	31,340	31,967	32,606	33,259	33,924	34,602	35,294	36,000	36,720	37,454	38,204
Cumulative Annual Savings	200,493	215,259	240,894	271,620	302,960	334,927	367,534	400,792	434,716	469,318	504,612	540,612	577,332	614,787	652,990
Customer Capital Recovery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Customer NPV @ 2nd Interest Rate	115,092	119,766	127,351	135,847	143,946	151,666	159,026	166,042	172,730	179,105	185,183	190,976	196,499	201,764	206,782

APPENDIX I

Proposed Pangsirtung Residual Heat - Sole Ownership by NWTFC - 10% Capital Contribution from Customer

Capital Cost:	750,000	Initial Annual O&M:	29,076	Interest rate (initial):	7.00%
Initial Equity:	0%	0 Initial O&M Period (years):	25	(final):	7.00%
Cost Factor (% avoided cost):	90%	O&M Increase (1998\$):	2,000	Interest Rate Break (years):	5
Profit Factor	80%	Fuel LHV (kW/L):	9.79	Depreciation Cycle (years):	40
Initial Return to Equity	10.00%	7500 Fuel Cost (\$/L):	0.5800	Depreciation Base:	1.05
NWTFC Blended ROR:	10.755%	General Inflation:	2.00%	Production Fuel Tax (\$/l):	0.031
Customer Capital Contribution (%)	10.00%	Fuel Escalation:	2.00%	Production Fuel used per Year (lit	1,536,790
				Production Specific Heat Rate (k	3.221

Table 1 - Customer Information

Customers	Boiler Efficiency	Heat Delivered (MWh)	Fuel Displaced (Litres)	Fuel Displaced (1997 \$)	Initial Rate (\$/kWh)	Initial Revenue (1997 \$)
High School	0.7	917.17	133,835	77,624	0.0762	69,862
Elementary School	0.7	353.76	51,621	29,940	0.0762	26,946
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
Totals		1,270.93	185,456	107,564	0.0762	96,808

Table 2 - Possible Customer Savings as a Percentage of Avoided Costs

Year	Fuel Cost (\$/kWh)	Average Heat Rate (\$/kWh)	Customer Savings (%)
15	0.1117	0.1013	9.3
20	0.1233	0.0986	20.0
25	0.1361	0.1089	20.0
30	0.1503	0.1202	20.0

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Financing and Operating Expenses																
Opening Balance																
Interest Expense																
Operating and Maintenance Cost																
Total Annual Expense																
Revenues																
Annual Avoided Cost																
Total Annual Revenue																
Production Fuel Tax Savings																
Net Revenue Before Tax & Depreciation																
Depreciation																
Net Revenue																
Dividend or Retained Income																
Average Energy Rate Required																
NPV Calculations at NWTFC ROR																
Cumulative NPV Net Income																
Cumulative NPV Project																
Project Internal Rate of Return																
Customer Benefit Analysis																
Customer Annual Savings																
Cumulative Annual Savings																
Customer Capital Recovery																
Customer NPV @ 2nd Interest Rate																
Customer Internal Rate of Return																

APPENDIX I

Proposed Pangnirtung Residual Heat - Sole Ownership by NWTPC - 10% Capital Contribution from Customer

Capital Cost:	750,000	Initial Annual O&M:	29,076	Interest rate (initial):	7.00%
Initial Equity:	0%	0 Initial O&M Period (years):	25	(final):	7.00%
Cost Factor (% avoided cost):	90%	O&M Increase (1998\$):	2,000	Interest Rate Break (years):	5
Profit Factor:	80%	Fuel LHV (KW/L):	9.79	Depreciation Cycle (years):	40
Initial Return to Equity:	10.00%	7500 Fuel Cost (\$/L):	0.5800	Depreciation Base:	1.05
NWTPC Blended ROR:	10.755%	General Inflation:	2.00%	Production Fuel Tax (\$/f):	0.031
Customer Capital Contribution (%):	10.00%	Fuel Escalation:	2.00%	Production Fuel used per Year (lit):	1,536,790
				Production Specific Heat Rate (kW	3.221

Table 1 - Customer Information

Customers	Boiler Efficiency	Heat Delivered (MWh)	Fuel Displaced (Litres)	Fuel Displaced (1997 \$)	Initial Rate (\$/kWh)	Initial Revenue (1997 \$)
High School	0.7	917.17	133,835	77,624	0.0762	69,862
Elementary School	0.7	353.76	51,621	29,940	0.0762	26,946
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
Totals		1,270.93	185,456	107,564	0.0762	96,808

Table 2 - Possible Customer Savings as a Percentage of Avoided Costs

Year	Avoided Fuel Cost (\$/kWh)	Average Heat Rate (\$/kWh)	Customer Savings (%)
15	0.1117	0.1013	9.3
20	0.1233	0.0986	20.0
25	0.1361	0.1089	20.0
30	0.1503	0.1202	20.0

Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Financing and Operating Expenses															
Opening Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest Expense	(39,132)	(39,915)	(40,713)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(47,697)	(48,643)	(49,603)	(50,577)	(51,566)
Operating and Maintenance Cost	(39,132)	(39,915)	(40,713)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(47,697)	(48,643)	(49,603)	(50,577)	(51,566)
Total Annual Expense															
Revenues															
Annual Avoided Cost	144,768	147,663	150,616	153,629	156,701	159,835	163,032	166,293	169,618	173,011	176,471	180,000	183,600	187,272	191,018
Total Annual Revenue	115,814	118,130	120,493	122,903	125,361	127,868	130,425	133,034	135,695	138,409	141,177	144,000	146,880	149,818	152,814
Total Annual Expense	(39,132)	(39,915)	(40,713)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(47,697)	(48,643)	(49,603)	(50,577)	(51,566)
Production Fuel Tax Savings	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024
Net Revenue Before Tax & Depreciation	80,706	82,240	83,804	85,400	87,027	88,687	90,380	92,107	93,869	95,666	97,500	99,371	101,280	103,228	105,214
Depreciation	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)
Net Revenue	61,019	62,552	64,116	65,712	67,340	69,000	70,692	72,420	74,182	75,979	77,771	79,600	81,464	83,356	85,276
Dividend or Retained Income	76,682	78,215	79,780	81,375	83,003	84,663	86,356	88,083	89,845	91,642	93,474	95,341	97,244	99,182	101,154
Average Energy Rate Required	0.0911	0.0929	0.0948	0.0967	0.0986	0.1006	0.1026	0.1047	0.1068	0.1089	0.1111	0.1133	0.1156	0.1179	0.1202
NPV Calculations at NWTPC ROR															
Cumulative NPV Net Income	54,651	68,427	81,113	92,797	103,558	113,467	122,594	130,999	138,739	145,808	152,203	158,037	163,409	168,358	172,914
Cumulative NPV Project	(111,150)	(97,374)	(84,687)	(73,004)	(62,243)	(52,333)	(43,207)	(34,802)	(27,062)	(19,933)	(13,598)	(7,764)	(2,391)	2,557	7,114
Project Internal Rate of Return															
Customer Benefit Analysis															
Customer Annual Savings	28,954	29,533	30,123	30,726	31,340	31,967	32,606	33,259	33,924	34,602	35,294	36,000	36,720	37,454	38,204
Cumulative Annual Savings	214,016	243,549	273,672	304,398	335,738	367,705	400,312	433,570	467,494	502,096	537,390	573,390	610,110	647,565	685,768
Customer Capital Recovery	127,029	130,592	134,207	137,873	141,589	145,355	149,170	153,032	156,940	160,895	164,894	168,937	173,023	177,151	181,319
Customer NPV @ 2nd Interest Rate	44,650	54,000	62,912	71,408	79,507	87,227	94,587	101,603	108,291	114,666	120,744	126,537	132,060	137,325	142,343
Customer Internal Rate of Return															

APPENDIX I

Proposed Faangmirtung Residual Heat - Sole Ownership by NWTPC - 25% Capital Contribution from Customer

Capital Cost: 750,000 Initial Equity: 0% Cost Factor (% avoided cost): 85% Profit Factor: 75% Initial Return to Equity: 10.00% NWTPC Blended ROR: 10.755% Customer Capital Contribution (%): 25.00%	Initial Annual O&M: 29,076 Initial O&M Period (years): 25 O&M Increase (1998\$): 2,000 Fuel LHV (kW/L): 9.79 Fuel Cost (\$/L): 0.5800 General Inflation: 2.00% Fuel Escalation: 2.00%
Interest rate (initial): 7.00% Interest rate (final): 7.00% Interest Rate Break (years): 5 Depreciation Cycle (years): 40 Depreciation Base: 1.05 Production Fuel Tax (\$/l): 0.031 Production Fuel used per Year (lit): 1,516,790 Production Specific Heat Rate (k): 3.221	

Table 1 - Customer Information

Customers	Boiler Efficiency	Heat Delivered (MMWh)	Fuel Displaced (Litres)	Fuel Displaced (\$/kWh)	Initial Rate (\$/kWh)	Initial Revenue (1997 \$)
High School	0.7	917.17	133,835	0.0719	65,981	25,449
Elementary School	0.7	353.76	51,621	0.0719	0	0
Totals		1,270.93	185,456	0.0719	0.0719	91,430

Table 2 - Possible Customer Savings as a Percentage of Avoided Costs

Year	Avoided Fuel Cost (\$/kWh)	Average Heat Rate (\$/kWh)	Customer Savings (%)
15	0.1117	0.0838	25.0
20	0.1233	0.0925	25.0
25	0.1361	0.1021	25.0
30	0.1503	0.1127	25.0

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Financing and Operating Expenses																
Opening Balance		(562,500)	(535,497)	(505,356)	(479,334)	(450,193)	(417,688)	(381,558)	(341,522)	(297,279)	(248,507)	(194,860)	(135,966)	(71,431)	(827)	0
Total Annual Revenue	91,430	93,258	(37,485)	(35,375)	(33,553)	(31,513)	(29,238)	(26,709)	(23,907)	(20,810)	(17,395)	(13,640)	(9,518)	(5,000)	(58)	0
Interest Expense		(29,076)	(29,658)	(30,251)	(30,856)	(31,473)	(32,102)	(32,744)	(33,399)	(34,067)	(34,749)	(35,443)	(36,152)	(36,875)	(37,613)	(38,365)
Operating and Maintenance Cost		(68,451)	(67,142)	(65,626)	(64,099)	(62,986)	(61,340)	(59,453)	(57,306)	(54,877)	(52,144)	(49,084)	(45,670)	(41,876)	(37,671)	(38,365)
Total Annual Expense		(68,451)	(67,142)	(65,626)	(64,099)	(62,986)	(61,340)	(59,453)	(57,306)	(54,877)	(52,144)	(49,084)	(45,670)	(41,876)	(37,671)	(38,365)
Production Fuel Tax Savings	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024
Net Revenue Before Tax & Depreciation	27,003	30,141	33,522	36,641	40,005	43,630	47,536	51,743	56,272	61,147	66,393	72,036	78,104	84,608	91,552	98,939
Depreciation	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)
Net Revenue	7,316	10,453	13,835	16,954	20,317	23,942	27,848	32,055	36,585	41,460	46,706	52,348	58,416	64,919	71,864	79,251
Dividend or Retained Income	0	7,316	10,453	13,835	16,954	20,317	23,942	27,848	32,055	36,585	41,460	46,706	52,348	58,416	64,919	71,864
Average Energy Rate Required	0.0719	0.0734	0.0748	0.0763	0.0779	0.0794	0.0810	0.0826	0.0843	0.0860	0.0877	0.0894	0.0912	0.0927	0.0942	0.0958
NPV Calculations at NWTPC ROR																
Cumulative NPV Net Income	0	0	0	5,520	10,505	15,005	19,068	22,737	26,050	29,040	31,741	34,179	36,380	38,368	40,151	41,739
Cumulative NPV Project	(562,500)	(506,201)	(454,353)	(406,603)	(362,627)	(322,128)	(284,830)	(250,481)	(218,846)	(189,713)	(162,882)	(138,172)	(115,416)	(94,458)	(78,403)	(63,594)
Project Internal Rate of Return	12.32%															
Customer Benefit Analysis																
Customer Annual Savings	16,135	16,457	16,787	17,122	17,465	17,814	18,170	18,534	18,904	19,282	19,668	20,061	20,463	20,872	21,288	21,711
Cumulative Annual Savings	16,135	32,592	49,379	66,501	83,965	101,779	119,950	138,483	157,388	176,670	196,338	216,400	236,862	257,724	278,987	300,652
Customer Annual Recovery	200,625	207,409	214,342	221,421	228,648	236,020	243,539	251,202	259,008	266,958	275,049	283,279	291,649	300,155	308,797	317,571
Customer NPV @ 2nd Interest Rate	(187,500)	(172,421)	(158,046)	(144,344)	(131,281)	(118,829)	(106,959)	(95,643)	(84,857)	(74,574)	(64,772)	(55,427)	(46,520)	(38,029)	(30,000)	(22,435)
Customer Internal Rate of Return	11.96%															

Proposed Panguirung Residual Heat - Sole Ownership by NWTPC
- 25% Capital Contribution from Customer

Capital Cost:	750,000	Initial Annual O&M:	29,076
Initial Equity:	0%	0 Initial O&M Period (years):	25
Cost Factor (% avoided cost):	85%	O&M Increase (1998\$):	2,000
Profit Factor:	75%	Fuel LHV (kW/L):	9.79
Initial Return to Equity:	10.00%	7500 Fuel Cost (\$/L):	0.5800
NWTPC Blended ROR:	10.755%	General Inflation:	2.00%
Customer Capital Contribution (%):	25.00%	Fuel Escalation:	2.00%

Interest rate (initial):	7.00%
Interest rate (final):	7.00%
Interest Rate Break (years):	5
Depreciation Cycle (years):	40
Depreciation Base:	1.05
Production Fuel Tax (\$/l):	0.031
Production Fuel used per Year (litres):	1,536,790
Production Specific Heat Rate (kW/h):	3.221

Table 1 - Customer Information

Customers	Boiler Efficiency	Heat Delivered (MWh)	Fuel Displaced (Litres)	Fuel Displaced (1997 \$)	Initial Rate (\$/kWh)	Initial Revenue (1997 \$)
High School	0.7	917.17	133,835	77,624	0.0719	65,981
Elementary School	0.7	353.76	51,621	29,940	0.0719	25,449
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
Totals		1,270.93	185,456	107,564	0.0719	91,430

Table 2 - Possible Customer Savings as a Percentage of Avoided Costs

Year	Avoided Fuel Cost (\$/kWh)	Average Heat Rate (\$/kWh)	Customer Savings (%)
15	0.1117	0.0838	25.0
20	0.1233	0.0925	25.0
25	0.1361	0.1021	25.0
30	0.1503	0.1127	25.0

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Financing and Operating Expenses															
Opening Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating and Maintenance Cost	(39,132)	(39,915)	(40,713)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(50,983)	(52,003)	(53,043)	(54,104)	(55,186)
Total Annual Expense	(39,132)	(39,915)	(40,713)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(50,983)	(52,003)	(53,043)	(54,104)	(55,186)
Revenues															
Annual Avoided Cost	144,768	147,663	150,616	153,629	156,701	159,835	163,032	166,293	169,618	173,011	176,471	180,000	183,600	187,272	191,018
Total Annual Revenue	108,576	110,747	112,962	115,221	117,526	119,876	122,274	124,719	127,214	129,758	132,353	135,000	137,700	140,454	143,263
Total Annual Expense	(39,132)	(39,915)	(40,713)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(50,983)	(52,003)	(53,043)	(54,104)	(55,186)
Production Fuel Tax Savings	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024
Net Revenue Before Tax & Depreciation	73,468	74,857	76,273	77,718	79,192	80,695	82,229	83,793	85,388	86,916	88,481	89,994	91,546	93,137	94,764
Depreciation	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)
Net Revenue	53,780	55,169	56,586	58,031	59,505	61,008	62,541	64,105	65,701	67,328	68,967	70,626	72,304	74,002	75,722
Dividend or Retained Income	69,443	70,832	72,249	73,694	75,168	76,671	78,204	79,768	81,364	82,991	84,650	86,343	88,071	89,832	91,626
Average Energy Rate Required	0.0854	0.0871	0.0889	0.0907	0.0925	0.0943	0.0962	0.0981	0.1001	0.1021	0.1041	0.1062	0.1083	0.1105	0.1127
NPV Calculations at NWTPC ROR															
Cumulative NPV Net Income	82,567	95,042	106,531	117,112	126,857	135,831	144,096	151,707	158,717	165,173	170,888	176,151	180,999	185,463	189,574
Cumulative NPV Project	(50,048)	(37,573)	(26,084)	(15,503)	(5,758)	3,216	11,481	19,093	26,103	32,558	38,273	43,537	48,384	52,848	56,959
Project Internal Rate of Return															
Customer Benefit Analysis															
Customer Annual Savings	36,192	36,916	37,654	38,407	39,175	39,959	40,758	41,573	42,405	43,253	44,118	45,000	45,900	46,818	47,754
Cumulative Annual Savings	342,556	379,472	417,126	455,533	494,708	534,667	575,425	616,998	659,402	702,655	746,773	791,773	837,673	884,491	932,246
Customer Capital Recovery	317,573	326,480	335,518	344,683	353,973	363,388	372,924	382,579	392,351	402,237	412,235	422,343	432,558	442,877	453,299
Customer NPV @ 2nd Interest Rate	284	11,971	23,112	33,731	43,855	53,506	62,705	71,475	79,835	87,804	95,401	102,643	109,546	116,127	122,401
Customer Internal Rate of Return															

APPENDIX I

Proposed Pangnirtung Residual Heat - Sole Ownership by NWTFC - 50% Capital Contribution from Customer

Capital Cost:	750,000	Initial Annual O&M:	29,076	Interest rate: (initial):	7.00%
Initial Equity:	0%	0 Initial O&M Period (years):	25	(final):	7.00%
Cost Factor (% avoided cost):	65%	O&M Increase (1998\$):	2,000	Interest Rate Break (years):	5
Profit Factor:	60%	Fuel LHV (kW/L):	9.79	Depreciation Cycle (years):	40
Initial Return to Equity:	10.00%	7500 Fuel Cost (\$/L):	0.5800	Depreciation Base:	1.05
NWTPC Blended ROR:	10.755%	General Inflation:	2.00%	Production Fuel Tax (\$/l):	0.031
Customer Capital Contribution (%)	50.00%	Fuel Escalation:	2.00%	Production Fuel used per Year (lit	1,536,790

Table 1 - Customer Information

Customers	Boiler Efficiency	Heat Delivered (MWh)	Fuel Displaced (Litres)	Fuel Displaced (1997 \$)	Initial Rate (\$/kWh)	Initial Revenue (1997 \$)
High School	0.7	917.17	133,835	77,624	0.0550	50,456
Elementary School	0.7	353.76	51,621	29,940	0.0550	19,461
Totals		1,270.93	185,456	107,564	0.0550	69,917

Table 2 - Possible Customer Savings as a Percentage of Avoided Costs

Year	Fuel Cost (\$/kWh)	Average Heat Rate (\$/kWh)	Customer Savings (%)
15	0.1117	0.0670	40.0
20	0.1233	0.0740	40.0
25	0.1361	0.0817	40.0
30	0.1503	0.0902	40.0

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Financing and Operating Expenses																
Opening Balance		(375,000)	(356,385)	(335,649)	(312,630)	(287,149)	(259,017)	(228,032)	(201,477)	(172,142)	(139,816)	(104,270)	(65,260)	(22,523)	0	0
Interest Expense		(26,250)	(24,947)	(23,495)	(21,884)	(20,100)	(18,131)	(15,962)	(14,103)	(12,050)	(9,787)	(7,299)	(4,568)	(1,577)	0	0
Operating and Maintenance Cost		(29,076)	(29,658)	(30,251)	(30,856)	(31,473)	(32,102)	(32,744)	(33,399)	(34,067)	(34,749)	(35,443)	(36,152)	(36,875)	(37,613)	(38,365)
Total Annual Expense		(55,326)	(54,604)	(53,746)	(52,740)	(51,573)	(50,233)	(48,707)	(47,503)	(46,117)	(44,536)	(42,742)	(40,721)	(38,452)	(37,613)	(38,365)
Revenues																
Annual Avoided Cost		107,564	109,716	111,910	114,148	116,431	118,760	121,135	123,558	126,029	128,550	131,121	133,743	136,418	139,146	141,929
Total Annual Revenue		69,917	71,315	72,742	74,196	75,680	77,194	78,738	80,313	81,919	83,557	85,228	86,933	88,668	90,433	92,229
Total Annual Expense		(55,326)	(54,604)	(53,746)	(52,740)	(51,573)	(50,233)	(48,707)	(47,503)	(46,117)	(44,536)	(42,742)	(40,721)	(38,452)	(37,613)	(38,365)
Production Fuel Tax Savings		4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024
Net Revenue Before Tax & Depreciation		18,615	20,735	23,020	25,481	28,132	30,985	34,056	36,834	39,826	43,046	46,510	50,237	54,040	57,919	61,873
Depreciation		(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)
Net Revenue		(1,072)	1,048	3,332	5,794	8,444	11,297	14,368	17,147	20,139	23,358	26,823	30,549	34,353	38,231	42,181
Dividend or Retained Income		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Average Energy Rate Required		0.0550	0.0561	0.0572	0.0584	0.0595	0.0607	0.0620	0.0632	0.0645	0.0657	0.0671	0.0684	0.0696	0.0709	0.0722
NPV Calculations at NWTPC ROR																
Cumulative NPV Net Income		0	0	0	0	0	0	3,669	6,981	9,972	12,672	15,111	17,312	24,598	35,575	45,685
Cumulative NPV Project		(375,000)	(338,125)	(304,165)	(272,889)	(244,086)	(217,559)	(170,631)	(149,911)	(130,829)	(113,256)	(97,071)	(82,166)	(68,493)	(57,516)	(47,406)
Project Internal Rate of Return																
Customer Benefit Analysis																
Customer Annual Savings		37,648	38,401	39,169	39,952	40,751	41,566	42,397	43,245	44,110	44,992	45,892	46,810	47,950	55,658	56,772
Cumulative Annual Savings		37,648	76,048	115,217	155,169	195,919	237,485	279,883	323,128	367,238	412,230	458,123	504,933	552,882	608,541	665,312
Customer Capital Recovery		401,250	414,819	428,683	442,842	457,295	472,041	487,077	502,403	518,017	533,916	550,097	566,559	583,298	600,311	617,595
Customer NPV @ 2nd Interest Rate		(375,000)	(339,815)	(306,275)	(274,302)	(243,823)	(214,768)	(187,071)	(160,668)	(135,499)	(111,506)	(88,831)	(66,831)	(46,046)	(26,149)	16,013
Customer Internal Rate of Return																

APPENDIX I

Proposed Panguirtung Residual Heat - Sole Ownership by NWTFC - 50% Capital Contribution from Customer

Capital Cost:	750,000	Initial Annual O&M:	29,076	Interest rate (initial):	7.00%
Initial Equity:	0%	0 Initial O&M Period (years):	25	(final):	7.00%
Cost Factor (% avoided cost):	65%	O&M Increase (1998\$):	2,000	Interest Rate Break (years):	5
Profit Factor:	60%	Fuel LHV (kW/L):	9.79	Depreciation Cycle (years):	40
Initial Return to Equity:	10.00%	7500 Fuel Cost (\$/L):	0.5800	Depreciation Base:	1.05
NWTPC Blended ROR:	10.755%	General Inflation:	2.00%	Production Fuel Tax (\$/l):	0.031
Customer Capital Contribution (%):	50.00%	Fuel Escalation:	2.00%	Production Fuel used per Year (litre):	1,536,790

Table 1 - Customer Information

Customers	Boiler Efficiency	Heat Delivered (MWh)	Fuel Displaced (Litres)	Fuel Displaced (1997 \$)	Initial Rate (\$/kWh)	Initial Revenue (1997 \$)
High School	0.7	917.17	133,835	77,624	0.0550	50,456
Elementary School	0.7	353.76	51,621	29,940	0.0550	19,461
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
			0	0	0.0000	0
Totals		1,270.93	185,456	107,564	0.0550	69,917

Table 2 - Possible Customer Savings as a Percentage of Avoided Costs

Year	Avoided Fuel Cost (\$/kWh)	Average Heat Rate (\$/kWh)	Customer Savings (%)
15	0.1117	0.0670	40.0
20	0.1233	0.0740	40.0
25	0.1361	0.0817	40.0
30	0.1503	0.0902	40.0

Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Financing and Operating Expenses															
Opening Balance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating and Maintenance Cost	(39,132)	(39,915)	(40,713)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(47,693)	(48,630)	(49,577)	(50,534)	(51,499)
Total Annual Expense	(39,132)	(39,915)	(40,713)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(47,693)	(48,630)	(49,577)	(50,534)	(51,499)
Revenues															
Annual Avoided Cost	144,768	147,663	150,616	153,629	156,701	159,835	163,032	166,293	169,618	173,011	176,471	180,000	183,600	187,272	191,018
Total Annual Revenue	86,861	88,598	90,370	92,177	94,021	95,901	97,819	99,776	101,771	103,806	105,883	108,000	110,160	112,363	114,611
Total Annual Expense	(39,132)	(39,915)	(40,713)	(41,528)	(42,358)	(43,205)	(44,070)	(44,951)	(45,850)	(46,767)	(47,693)	(48,630)	(49,577)	(50,534)	(51,499)
Production Fuel Tax Savings	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024	4,024
Net Revenue Before Tax & Depreciation	51,753	52,707	53,681	54,674	55,687	56,720	57,774	58,849	59,945	61,064	62,200	63,364	64,548	65,752	66,986
Depreciation	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)	(19,688)
Net Revenue	32,065	33,020	33,993	34,986	35,999	37,033	38,087	39,161	40,258	41,376	42,500	43,632	44,772	45,920	47,076
Dividend or Retained Income	47,728	48,683	49,656	50,649	51,662	52,696	53,750	54,825	55,921	57,040	58,184	59,353	60,547	61,766	63,009
Average Energy Rate Required	0.0683	0.0697	0.0711	0.0725	0.0740	0.0755	0.0770	0.0785	0.0801	0.0817	0.0833	0.0850	0.0867	0.0884	0.0902
NPV Calculations at NWTPC ROR															
Cumulative NPV Net Income	54,995	63,569	71,466	78,738	85,435	91,603	97,284	102,515	107,333	111,770	115,826	119,477	122,647	125,459	128,233
Cumulative NPV Project	(38,096)	(29,522)	(21,625)	(14,353)	(7,656)	(1,488)	4,193	9,424	14,242	18,679	22,535	26,086	29,356	32,368	35,142
Project Internal Rate of Return															
Customer Benefit Analysis															
Customer Annual Savings	57,907	59,065	60,246	61,451	62,680	63,934	65,213	66,517	67,847	69,204	70,588	72,000	73,440	74,909	76,407
Cumulative Annual Savings	723,219	782,285	842,531	903,983	966,663	1,030,597	1,095,810	1,162,327	1,230,174	1,299,378	1,369,967	1,441,967	1,515,407	1,590,316	1,666,723
Customer Capital Recovery	635,146	652,961	671,035	689,365	707,947	726,776	745,848	765,158	784,701	804,474	824,470	844,686	865,115	885,754	906,597
Customer NPV @ 2nd Interest Rate	35,628	54,327	72,151	89,143	105,341	120,782	135,501	149,533	162,909	175,660	187,815	199,402	210,447	220,977	231,014

**Memorandum of Understanding
Development of Residual Heat Systems**

APPENDIX II - Sample Performance Evaluation for Residual Heat System

Memorandum of Understanding

Development of Residual Heat Systems

Fort McPherson Water Treatment Plant

Residual Heat System Performance Analysis

Connection Date:	01-Feb-97	Fuel Price used in Rate Formula (\$/L)
Fuel Heating Value (kWh/L):	9.79	Nov-97 0.5971 GST In
Building System Efficiency:	0.7	
DHS Energy Charge (\$/kWh):	0.0698	Fuel Price Charged to WTP
DHS Delivery Efficiency:	0.8900	0.5600 GST Out

Period	Fuel Delivered (litres)	Heating Deg Days (18°C)	Litres per Deg Day	Cost per Deg Day ('97\$)	Number of Days	Litres per Day	Cost per Day ('97\$)
29-May-95 to 20-Jun-96	117,243	9,056	12.95	7.25	388	302.17	169.22
01-Sep-95 to 02-Sep-96	111,597	9,033	12.35	6.92	367	304.08	170.28
06-Nov-95 to 04-Nov-96	106,087	9,316	11.39	6.38	364	291.45	163.21
18-Dec-95 to 19-Dec-96	102,334	9,398	10.89	6.10	367	278.84	156.15
11-Jan-96 to 07-Jan-97	93,930	9,319	10.08	5.64	362	259.48	145.31
06-Feb-96 to 04-Feb-97	88,427	9,486	9.32	5.22	364	242.93	136.04
Averages	103,270	9,268	11.14	6.24	369	280.12	156.87
04-Feb-97 to 10-Dec-97	10,948	6,185	1.77	0.99	309	35.43	19.84

05-Feb-97 to 10-Dec-97

DHS Heat (kWh):	404,347	Cost per Day Savings (Average)	32.94%
Price to WTP, no GST (\$/kWh):	0.0652	As percent of Avoided Fuel Costs	37.71%
Total Fuel Cost (\$):	6,130.88		
Total DHS Heat Cost (\$):	26,373.61	Cost per Day Savings (Lowest Year)	22.68%
Total Cost for Period (\$):	32,504.49	As percent of Avoided Fuel Costs	26.55%
Cost per DD (\$/DD):	5.2550		
Cost per Day (\$/Day):	105.1925	Cost per Day Savings (Highest Year)	38.23%
		As percent of Avoided Fuel Costs	43.27%

Notes:

1. All periods start and end on the date of a fuel delivery.
2. Fuel delivered for the period does not include delivery on the first day of the period, therefore tank can be assumed to be full at the beginning of the period, and filled on the last day of the period.
3. Fuel delivery quantities supplied by Petroleum Products Division

The above sample performance analysis is from actual performance of the system in Fort McPherson. The analysis is not complete as there is not yet one full year of data for the Water Treatment Plant operating on the residual heat system.

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APPENDIX III - Sample Copy of Heat Supply Agreement

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HEAT SUPPLY AGREEMENT

THIS HEAT SUPPLY AGREEMENT made as of this ● day of ●, 19●

BETWEEN

Northwest Territories Power Corporation (“Corporation”)

- and -

● (“Customer”)

WHEREAS the Corporation owns and operates a system to distribute Heat for domestic heating purposes to customers within ● in the Northwest Territories; and

WHEREAS Customer wishes to purchase from the Corporation, and the Corporation is willing to supply and sell to Customer, Heat for domestic heating purposes on the terms set forth herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the terms and conditions hereinafter set forth, the parties covenant and agree as follows:

1. Definitions

1.1 The following terms, when used in this Agreement, have the meanings and definitions set out below:

“**Commencement Date**” means the date the installation of the Connecting Facilities is complete and the Connecting Facilities are placed in service by The Corporation;

“**Connecting Facilities**” means the piping and other facilities necessary to connect Customer’s Heating Plant to the Residual Heating System;

“**Customer’s Building**” means the building or structure described in Part 1 of Schedule “A” attached to this Agreement;

“**Customer’s Heating Plant**” means equipment and facilities located in Customer’s Building used for the production, distribution and control of Heat within Customer’s

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Building;

“**Delivery Point**” means the point of connection between Connecting Facilities and Customer’s Heating Plant where the transfer of Heat from the Residual Heating System to the Customer’s Heating Plant takes place;

“**Residual Heating System**” means the piping and other facilities owned and operated by the Corporation necessary to deliver Heat to Customer at the Delivery Point;

“**Heat**” means thermal energy;

“**Heating Fuel**” means P-50 diesel fuel or such other fuel the Corporation reasonably determines is readily available in ● for use by Customer as a fuel in Customer’s Heating Plant;

“**Hot Water**” means a mixture of heated water and propylene glycol;

“**Public Utilities Board**” means the Northwest Territories Public Utilities Board or any other person or body having authority to approve or determine the Corporation’s rates and terms and conditions of service from time to time; and

“**Rate**” means the charge for the supply of Heat determined pursuant to the provisions of this Agreement.

2. Supply Obligation

2.1 Subject to the other terms and conditions of this Agreement, commencing on the Commencement Date the Corporation will make available and sell to Customer at the Delivery Point, and Customer shall take delivery of and purchase from the Corporation, such Heat as may be required by Customer for heating purposes and as may be available from time to time from the Residual Heating System;

2.2 Customer acknowledges and agrees that the amount of Heat available to the Corporation for distribution to its customers will vary from time to time and, as a result, the amount of Heat delivered to Customer will also vary. The Corporation is not obligated to deliver any amount of Heat, or any Heat at all, to Customer.

2.3 The Corporation shall proceed, at its own cost, to design and install the Connecting Facilities and shall own and be responsible for all costs of operating and maintaining the Connecting Facilities. Customer shall own and be responsible for all costs of operating and maintaining Customer’s Heating Plant.

2.4 Customer acknowledges and understands that the Heat supply available to the

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Corporation can be interrupted, curtailed or reduced at any time and from time to time or terminated, and that the Corporation may from time to time interrupt, curtail or reduce operation of the Residual Heating System including the Connecting Facilities when Heat is not available to the Corporation, or to effect repairs, maintenance, replacement or upgrading or other work related to its facilities and that as a result the supply of Heat available to Customer may interrupted, curtailed or reduced from time to time or terminated without prior notice to Customer.

- 2.5 The Corporation shall have no liability to Customer for any damages, expenses, losses or other liabilities (including, without limitation, financial losses or inconvenience) caused by, arising from or relating to, directly or indirectly:
- (a) any interruption, curtailment or reduction from time to time or termination of the supply of Heat, howsoever caused; and
 - (b) the operation of Customer's Heating Plant or any cleanup in relation to Hot Water within Customer's Building or originating from Customer's Heating Plant.

3. Purchase Price of Heat Supplied

- 3.1 The Corporation shall invoice Customer once in each calendar month for Heat supplied pursuant to this Agreement during the preceding calendar month, an amount calculated by multiplying the metered amount of Heat received by Customer, adjusted as the Corporation reasonably determines appropriate, by the Rate applicable under this Agreement. The metered amount of Heat received by Customer shall be the amount of Heat, expressed in kWh_{Thermal}, measured by the Corporation as having been delivered to Customer at the Delivery Point.
- 3.2 Subject to section 3.3 and Article 10, the Rate payable by Customer to the Corporation for Heat supplied pursuant to the provisions of this Agreement shall be calculated as follows:

$$\text{Rate } (\$/kWh) = \frac{\text{Cost Factor} \times \text{Fuel Cost } (\$/l) \times \text{ETS Efficiency}}{\text{Net Heat Content of fuel } (kWh/l) \times \text{Average Annual Efficiency}}$$

For the period ●(signing date) to ●(date of next normal fuel price setting) where:

Cost Factor	=	0.90
Fuel Cost	=	●/litre
ETS Efficiency	=	●
Net Heat Content	=	● kWh/litre
Average Annual Efficiency	=	●

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where:

“**Fuel Cost**” is the price for Heating Fuel delivered to Customer in ●, expressed in dollars per litre, as set from time to time by the Government of the Northwest Territories Petroleum Products Division, or its successor, or the GNWT contracted delivery price from the private sector, such price being set as of the date of this Agreement annually upon completion of the annual resupply of fuel throughout the Northwest Territories;

“**Net Heat Content of Fuel**” is the lower heating value of Heating Fuel as indicated on the applicable inspection data sheet issued by the refinery that supplied the Heating Fuel, expressed in kWh per litre;

“**Average Annual Boiler Efficiency**” is the efficiency, as determined by the Corporation, with which the Customer’s Heating Plant converts Heating Fuel into Heat for use in Customer’s Building. The Average Annual Boiler Efficiency will initially be the efficiency described in Part 2 of Schedule “A” attached to this Agreement, and will be adjusted as provided for in section 3.4.

3.3 Subject to Article 10 and notwithstanding the provisions of section 3.2, if at any time during the term of this Agreement The Corporation reasonably determines that its capital investment in the Residual Heating System has been fully recovered the Rate payable under this Agreement shall be calculated in the same manner as described in section 3.2, with the sole exception that “0.80” shall be substituted for “0.90” in the formula set out in section 3.2.

3.4 For the purposes of sections 3.2 and 3.3, after the first full twelve (12) calendar months following the Commencement Date, the Corporation will, at its own cost, determine the boiler efficiency of Customer’s Heating Plant during such twelve (12) month period. The boiler efficiency so determined shall be deemed for all purposes to be the Average Annual Boiler Efficiency to be used in all calculations under sections 3.2 and 3.3 for the balance of the term of this Agreement. As well, the Corporation shall utilize the Average Annual Boiler Efficiency so determined to recalculate the Rate in effect and the amount payable under each of the invoices rendered to Customer for each month during such twelve (12) month period, and shall reflect any adjustment arising from such redetermination in a subsequent invoice to Customer. No interest shall be payable for the twelve (12) month period in respect of any adjustment.

4. Payment for Heat Supplied

4.1 Customer will pay the Corporation the amount set forth in each invoice for Heat supplied upon receipt of the invoice referred to in Article 3 of this Agreement within thirty (30) days after receipt of the invoice. Any amount owing to the Corporation which is not paid

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within such thirty (30) day period shall be subject to interest charges at a rate equal to the rate generally in effect for the Northwest Territories Power Corporation's customers in accordance with that Corporation's terms and conditions of electrical power service, as they may be amended from time to time by the Public Utilities Board.

- 4.2 If it is determined that at any time or times Customer has been over-charged or under-charged for Hot Water and has paid the invoices containing such over-charge or under-charge, then within thirty (30) days after the amount of such over-charge or under-charge has been determined, the Corporation shall refund the amount of any such over-charge or Customer shall pay the amount of any such under-charge, as the case may be, with interest thereon at the rate referred to in section 4.1, from the date such over-charge was paid or the date payment was due under the invoice containing such under-charge to the date of refund or payment, as the case may be, provided that adjustments to errors in billing will only be made if the error is discovered within twelve (12) months of the time such error was made and a claim or notification for adjustment is made within sixty (60) days of the date of discovery of the error.

5. Metering

- 5.1 The Corporation shall provide, install and maintain at its own cost, suitable meters as required for the measurement of Heat delivered to Customer at the Delivery Point. If at any time the Corporation's metering apparatus is found to be defective or registering inaccurately, the Corporation shall, without delay, cause such metering apparatus to be readjusted, repaired or replaced. If the metering apparatus is defective or registering inaccurately, then the volume of Hot Water or the temperature thereof will be determined by using the first of the following methods that are available:
- (a) use of other temperature and flow measurements within the Residual Heating System adjusted to compensate for estimated losses between the location of such measurements and the Corporation's meters at the Delivery Point;
 - (b) comparison with delivery under similar conditions when the Corporation's metering was registering accurately; or
 - (c) such other method as may be agreed upon by the Corporation and Customer.

6. Remedy for Payment Default

- 6.1 In the event Customer fails to make payment or payments required to be made to the Corporation pursuant to section 4.1 of this Agreement, including payment of interest charges, within the time provided in that section, the Corporation may, in addition to any other remedy available to it, after giving Customer not less than thirty (30) days prior notice of same, discontinue the supply of Heat to Customer until any and all such amounts are paid.

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6.2 Without limitation to any other remedies the Corporation may have under this Agreement or otherwise, the Corporation may elect in writing to terminate this Agreement effective upon notice to Customer if Customer fails to make payment or payments required to be made to the Corporation pursuant to section 4.1 within the time provided for in section 6.1, including the payment of interest charges, provided that such termination shall not relieve Customer from any of its obligations under this Agreement, including without limitation its obligation to pay any sum then payable under this Agreement.

7. Access

7.1 Customer will permit the Corporation to install the Connecting Facilities on its premises for the term of this Agreement and will permit the Corporation and its employees, servants, agents or contractors access to its premises and Customer's Heating Plant at all reasonable times to install, inspect, repair, replace, maintain or remove the Connecting Facilities.

8. Term and Termination

8.1 The term of this Agreement shall commence upon execution hereof by the parties hereto and shall continue for a period of fifteen (15) years from the Commencement Date, and for so long thereafter as Customer and the Corporation may agree. Either Customer or the Corporation may terminate this Agreement prior to the expiration of its term on six (6) months prior written notice to the other party to this Agreement.

9. Indemnity

9.1 Each of the parties (the "indemnifying party") shall be responsible for and shall indemnify and save harmless the other party from claims of third parties for any damages, expenses, losses, injuries or loss of life resulting from the indemnifying party's own negligence, or the negligence of its employees, servants, agents or contractors in the performance of obligations or the exercise of its rights under this Agreement, provided that the Corporation will not in any circumstances be responsible for, and will not indemnify Customer from, claims for any damages, expenses, losses or injuries (including, without limitation, claims for financial losses or inconvenience) caused by, arising from or related to, directly or indirectly, the supply of Heat or any interruption, curtailment, reduction, termination or other failure or default in the supply of Heat, howsoever caused.

10. Jurisdiction of Public Utilities Board

10.1 Notwithstanding any provision of this Agreement:

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- (a) this Agreement is subject to the jurisdiction of the Public Utilities Board, and such orders as the Board may issue from time to time; and
- (b) Customer acknowledges that the Corporation may apply to the Public Utilities Board from time to time if the Corporation determines that it is in the public interest that the Rate, or the terms and conditions of service, then in effect should be reviewed and adjusted.

11. Waiver

- 11.1 Any waiver by either party, or failure by a party to exercise any of its rights or to enforce any of its remedies, will be limited to the particular instance and will not constitute a waiver of any other rights or remedies or extend to any other matter hereunder, or in any way affect the validity or modify the meaning or intent of, any provision of this Agreement. The exercise by a party of any remedy provided for by this Agreement will not operate to prevent such party from pursuing any other remedy to which it is entitled.

12. Governing Law

- 12.1 The provisions of this Agreement shall be governed by and construed in accordance with the laws in force from time to time in the Northwest Territories and, subject to Article 10 of this Agreement, the Courts of the Northwest Territories shall have exclusive jurisdiction to entertain any action arising in connection therewith.

13. Entire Agreement

- 13.1 This Agreement forms the entire contract between and Customer and contains all of the agreements between the Corporation and Customer relating to the supply of Heat by the Corporation to Customer at the Delivery Point and any representation or statement not contained in this Agreement shall not be binding upon either party.

IN WITNESS WHEREOF the Corporation and Customer have hereunto executed this Agreement as of the date first written above.

Northwest Territories Power Corporation.

Per: _____



Per: _____

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**Schedule "A" to Heat Supply Agreement
Between NWT Power Corporation, and ● made as of ●, 1997**

Part 1 - Description of Customer's Building

Customer's Building as defined in section 1.1 of this Heat Supply Agreement means the building or premises known as ●, owned by ● and located at ● in the Hamlet of ●.

Part 2 - Average Annual Boiler Efficiency

The Average Annual Boiler Efficiency referred to in section 3.2 of this Heat Supply Agreement will initially be ●.