

NOVA SCOTIA UTILITY AND REVIEW BOARD

IN THE MATTER OF THE *PUBLIC UTILITIES ACT*

- and -

IN THE MATTER OF AN APPLICATION by **NOVA SCOTIA POWER INCORPORATED** (“NSPI”) for approval of the amended Port Hawkesbury Paper (“PHP”) Load Retention Tariff (“LRT”)

BEFORE:



Peter W. Gurnham, Q.C., Chair
Murray E. Doehler, CPA, CA, P. Eng., Member
Roberta J. Clarke, Q.C., Member

ORDER

WHEREAS on September 28, 2012 the Board approved the Pacific West Commercial Corporation (“PWCC”) Load Retention Rate (“LRR”) pricing mechanism, as set out in the Load Retention Tariff (“LRT”), on the assumption that the LRR pricing will recover all incremental costs without subsidization from other ratepayers;

AND WHEREAS the approval noted that in the event there are significant adverse differences, under the terms of the LRR, NSPI can apply to the Board to alter the LRR on a prospective basis;

AND WHEREAS Board Orders dated February 6, 2014, June 25, 2014, and February 19, 2016 approved certain amendments to the LRT which included a name change from PWCC to Port Hawkesbury Paper (“PHP”);

AND WHEREAS on October 26, 2016 Synapse Energy Economics, Inc. (“Synapse”) filed its report on the Supplementary Audit of Port Hawkesbury Paper Load Retention Tariff (October 2014 - December 2015);

AND WHEREAS in that filing Synapse noted there were occasions when energy imported for PHP exceeded PHP’s usage and was bought back by NSPI at marginal cost which exceeded the imported energy price;

AND WHEREAS Synapse recommended that future NSPI reports should provide the buyback price being used in each hour;

AND WHEREAS Synapse noted an earlier tariff amendment recommended by NSPI to compensate PHP for redirected imported energy at 95 percent of the ISO New England Salisbury node hourly price, for energy imports requested by PHP, but which cause transmission constraints that prevent NSPI from acquiring other imports to support provincial system stability;

AND WHEREAS Synapse recommended Board approval of that provision for an initial one-year period, with NSPI directed to demonstrate that NSPI is not paying more for redirected imports than otherwise necessary, and that the provision be further reviewed with any substantial change to NSPI’s system, such as integration of the Maritime Link;

AND WHEREAS on October 31, 2016 the Board invited comments from Interested Parties regarding the Synapse Supplementary Audit report, and comments were received from Counsel for PHP, while the Small Business Advocate stated it had no comments on the supplementary report;

AND WHEREAS in its Reply Evidence dated November 15, 2016 NSPI accepted the Synapse recommendations regarding compensation for redirected imported energy;

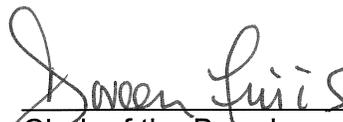
AND WHEREAS on December 21, 2016 NSPI requested approval of an amended Load Retention Tariff and its associated Energy Supply Protocol regarding Imports Offered to PHP and other clarifying edits;

IT IS ORDERED that NSPI's monthly FAM reports are to show the buyback price used for purchasing PHP imported energy not used by PHP;

IT IS FURTHER ORDERED that the amended Port Hawkesbury Paper Load Retention Tariff and its associated Energy Supply Protocol attached hereto as Appendix "A" is hereby approved.

AND IT IS FURTHER ORDERED that the next audit of the Port Hawkesbury Paper Load Retention Tariff is to be conducted as part of the next Fuel Adjustment Mechanism audit covering the calendar years 2016 and 2017.

DATED at Halifax, Nova Scotia, this 23rd day of January, 2017.


Clerk of the Board

RMW.

Appendix "A"

LOAD RETENTION TARIFF

AVAILABILITY:

1. This Load Retention Tariff Pricing Mechanism ("Mechanism") is available only to a partnership (referred to as "PHP") a limited partner of which is Port Hawkesbury Paper Inc., and which shall operate the Port Hawkesbury paper mill ("Mill") and shall be the customer on the rate.
2. The service voltage shall not be less than 138kV, line to line, at each delivery point. Service is provided at the supply side of the Mill's transformation equipment. PHP must own the transformation facilities and no transformer ownership credit is applicable.
3. PHP shall reduce its electrical load in accordance with the provisions for load reduction below.
4. The term of the arrangements contemplated by this Mechanism shall be from approval by the Utility and Review Board (the "Board") to December 31, 2019.
5. This Mechanism cannot be taken in conjunction with other Tariffs unless approved by the Board.

MECHANISM:

The intent of this rate is to create a mechanism whereby PHP pays the variable incremental costs of service, plus a significant positive contribution to fixed costs, such that other customers are better off by retaining PHP rather than having PHP depart the system and make no contribution to fixed cost recovery.

REOPENER:

Should PHP's contribution to fixed cost be less than \$20 million after five full fiscal years of operation under this Mechanism, the Mechanism will be re-opened to provide an opportunity to adjust the cost components for the final two years. PHP will have the discretion to make additional contributions in 2017 to ensure that a contribution to fixed costs of \$20 million is made over the 2013 to 2017 period. If any adjustment to the rate is approved by the Board, such adjustment will be effective (and, if necessary, retroactive) to January 1, 2018.

If at any time during the term NSPI determines that there are significant adverse differences between the Load Retention Rate and the incremental costs of service (for reasons other than the Variable Capital Cost or variable operating costs), NSPI, with approval of the Board, can adjust the rate on a prospective basis. If necessary, and to protect ratepayers, the Board could grant such approval on an expedited basis. Following any adjustment, PHP would be provided the opportunity to determine whether to remain on the rate.

Appendix "A"

LOAD RETENTION TARIFF

CHARGES:

Administration Fee

The monthly administration fee is \$20,700 paid in weekly advance installments of \$4,776.92.

Energy Related Payments

The amount to be paid by PHP to NSPI to purchase electricity shall be calculated based on the following ("Formula"):

Amount = (Hourly Incremental Cost/kWh + Variable Capital Cost + Contribution to Fixed Costs)
* kWh actual load where:

Hourly Incremental Cost/kWh represents NSPI's incremental cost of electricity, as determined after the fact, consumed by PHP, which is deemed to be the incremental marginal load on the NSPI system at the time the electricity is actually taken. This cost includes the cost of fuel, line losses and variable operating costs for NSPI's incremental generation and for delivery of the electricity to PHP. The variable operating costs included in the Hourly Incremental Cost is 0.150 cents/kWh; and

the Variable Capital Cost associated with the electricity to be consumed by PHP as the deemed incremental marginal load on the NSPI system is 0.117 cents/kWh; and

the Contribution to Fixed Costs shall be a minimum of 0.20 cents/kWh. Commencing for the fiscal year 2013, PHP shall pay 18% of PHP's net earnings before tax determined in accordance with PHP's audited financial statements, such that the maximum Contribution to Fixed Costs will be 0.40 cents/kWh, inclusive of the guaranteed 0.20 cents/kWh, for the first five full fiscal years of operation under this Mechanism. At year five, PHP will have to justify, to the satisfaction of the Board, the continuance of the \$0.40 cents/kWh cap; otherwise the cap will be removed and potential additional contributions to fixed costs permitted.

Any payment in excess of 0.20 cents/kWh will be via an annual lump sum payment. PHP will provide, in confidence to the Board and NSPI, financial statements audited by a nationally recognized accounting firm, and PHP shall respond to reasonable inquiries by NSPI or the Board in order to satisfy NSPI or the Board that ratepayers are receiving the contribution to fixed costs to which they are entitled.

Any non-arm's length transactions by PHP will be carried out at terms and conditions, including those relating to price, rent or interest rate, that might reasonably be expected to apply in a similar transaction between parties who are at arm's length and who are acting willingly, and any related party transactions are required to be disclosed in the financial statements. PHP's external auditor is to be made aware of this condition.

Appendix “A”

LOAD RETENTION TARIFF

Imported Energy Adjustment

Should PHP in any hour cause NSPI to reduce output from generation serving other load, by virtue of using less energy than previously committed to, for any reason other than a supply curtailment requested by NSPI, thereby stranding NSPI with unavoidable import energy cost, the incremental cost will be added to the total cost for that hour. The incremental cost will be equivalent to the difference between the import price per MWh and the marginal cost per MWh associated with the reduction of output required to balance the system.

IMPORTS OFFERED TO PHP

The following are circumstances when NSPI may offer imported energy to PHP:

- If NSPI receives a response to an energy RFP which it does not intend to accept;
- If NSPI receives an unsolicited offer of energy which it does not intend to accept;
- If PHP requests that NSPI search the market for a specific volume of energy for a specific period of time and the import is not economic for NS Power’s other customers.
- If NS Power searches the market for PHP for a specific volume of energy for a specific period of time and the import is not economic for NS Power’s other customers.

If PHP accepts an import energy offer, it is responsible to cover the full cost of the purchase.

If PHP does not run at a sufficient load level to accept its entire purchase commitment, for any reason other than a supply curtailment requested by NSPI, then NSPI takes the excess import energy and backs down its own generation. When this occurs, PHP is still required to pay for the entire import purchase, but NSPI will buy the energy back from PHP at NSPI’s marginal cost associated with the PHP load level reduction. For purposes of this calculation, NSPI’s marginal cost shall be determined as provided for by the differential system cost methodology as approved by the Board.

PHP’s request for import energy may cause NSPI to be transmission constrained from making imports into Nova Scotia to support provincial system stability which NSPI would have been able to make but for the import made on PHP’s behalf. If NSPI interrupts that import power it will compensate PHP for the redirected energy. The compensation will be 95% of the ISO New England Salisbury node applicable hourly price.

Appendix "A"

LOAD RETENTION TARIFF

DSM COST RECOVERY RIDER

The Demand Side Management Cost Recovery Charge is not applicable to PHP, and PHP will have no standing to participate in DSM-related proceedings unless it is proposed that a DSM-related charge be assessed against PHP.

FUEL ADJUSTMENT MECHANISM (FAM)

No FAM charges or credits shall be applicable to PHP, and PHP will have no standing to participate in FAM-related processes or proceedings unless it is proposed that a FAM-related charge be assessed against PHP or unless any such process or proceeding specifically deals with an issue which can directly impact on NSPI's real time incremental electricity costs.

SPECIAL CONDITIONS:

Major Scheduled Maintenance Periods

PHP will annually provide NSPI with information on the timing, duration and magnitude of its anticipated periods of major scheduled maintenance. PHP will also provide NSPI with three (3) weeks' notice in advance of commencing each scheduled maintenance period, clearly indicating the date and time of the commencement and termination of the maintenance period.

Day Ahead Forecast

PHP shall supply NSPI a 24 hour forecast for the following day of PHP's hourly requirements in MW no later than 2 hours following receipt of NSPI's day-ahead forecast pursuant to the Energy Supply Protocol.

Minimum Load Requirement:

NSPI will withdraw the availability of this tariff, if, on a consistent basis, PHP is not maintaining a regular demand of 25 000 kVA.

Load Reduction:

The Mill will reduce its load by, at a minimum, the amount requested by NSPI within ten (10) minutes of such request by NSPI. Following such reduction, service may only be restored by the Mill with the approval of NSPI.

PHP will make available suitable contact telephone numbers of a person or persons who are able to reduce the required load within ten minutes.

Load reduction calls will be made to PHP in advance of all such calls to its Interruptible Rider (LIR) customers and on an equitable and transparent basis with all customers on NSPI's Load Retention Tariff. Where the customer has provided NSPI with the ability to monitor and reduce its load under

Appendix "A"

LOAD RETENTION TARIFF

terms and conditions determined by NSPI, NSPI may hold this load as Operating Reserve as required by system conditions. When interruptions are required, NSPI will exercise the automated control of the customer's load to reduce the customer load.

PHP is expected to comply with all calls for load reduction. Failure to comply in whole or in part with a request to reduce load will result in penalty charges, payable within 15 business days unless such penalty payment is being contested in good faith. The penalty will be comprised of two parts, a Threshold Penalty and a Performance Penalty.

The Threshold Penalty charge will be equal to the amount of the applicable Formula cost for energy taken under this tariff effective at that time for the consumption used in the month.

The Performance Penalty which is based on PHP's performance during the load reduction event is calculated as per the formula below:

$$\text{Performance Penalty} = (\$15/\text{kVA} \times A) + (\$30/\text{kVA} \times B)$$

Where:

"A" is any residual demand (above that required by the load reduction request) remaining in the third interval directly following two complete 5-minute intervals after the load reduction call was delivered by telephone call.

"B" is PHP's average demand in excess of the compliance level based on 5-minute interval data during the entire load reduction event excluding the interval used to determine "A"

The total penalty will not exceed two times the cost of the Formula amount effective at that time for the consumption used in that month.

Should PHP fail to respond during subsequent calls within the same month, the same penalties will apply for each failure to reduce load.

Load reductions will be limited to 16 hours per day and 5 days per week to a maximum of 30% of the hours per month and 15% of the hours per year.

Conversion of Reducible Load to Firm

Should PHP desire to be served under any applicable firm service rate, a five (5) year advance written notice must be given to NSPI so as to ensure adequate capacity availability. Requests for a conversion to firm service will be treated in the same manner as all other requests for firm service received by NSPI. NSPI may, however, permit an earlier conversion. In the event that PHP desires to return to interruptible service in the future, PHP may convert to an interruptible service tariff following two (2) years of service under the firm tariff schedule. NSPI may permit an earlier conversion from firm to interruptible service.

Appendix "A"

LOAD RETENTION TARIFF

Order of Load Reduction:

In the event a load reduction is required in order to avoid shortfalls in system electricity supply, interruptible load will be called upon to provide capacity to NSPI in the following order:

1. Generation Replacement and Load Following (GR&LF) Rate;
2. Load Retention Tariff;
3. Shore Power Tariff;
4. Interruptible Rider to the Large Industrial Rate.

In situations where load of the customer under this tariff is held as Operating Reserve, NSPI may change the above order of interruption by interrupting LIIR customers whose load is not held as Operating Reserve before interrupting the customer.

Maintain System Integrity

PHP will make all necessary arrangements to ensure that its load does not unduly deteriorate the integrity of the power supply system, either by its design and/or operation. Specific requirements shall be stipulated by way of a separate operating agreement.

In assessing issues that might unduly affect the integrity of the power supply system, the following would be considered: reliability, harmonic voltage and current levels, voltage flicker, unbalance, rate of change in load levels, stability, fault levels and other related conditions.

Sole Supplier

NSPI reserves the right to be the sole supplier of all external power requirements (i.e. excluding self-generation) for the Mill. Notwithstanding the foregoing, PHP shall not be precluded from obtaining electricity supply from another party if there is a provincial government opening of the Nova Scotia electricity marketplace which is applicable to the Mill.

Security for Payments

PHP shall provide weekly electricity purchase payments to NSPI in advance. NSPI shall provide PHP with a reasonable estimated weekly payment amount for each week based on estimates for the upcoming week of NSPI's hourly incremental electricity costs to serve PHP's load (as determined by NSPI, acting reasonably) and PHP's consumption (as determined by PHP, acting reasonably). Any overpayment or underpayment that arises because of a difference between actual amounts and estimated amounts will be taken into account in determining the amount of a subsequent weekly cash payment. Prior to the start of each week, PHP shall make a payment by wire transfer to NSPI's account equal to that week's estimated amount as provided by NSPI. If NSPI does not provide the applicable weekly estimate to PHP in advance of the electricity purchase payment requirement, PHP shall make payment in accordance with the immediately prior week's estimate.

PHP shall be entitled to provide NSPI a letter of credit from time to time as an optional method of

Appendix "A"

LOAD RETENTION TARIFF

satisfying its security for payment. Where a letter of credit is proposed to be utilized, the timing and invoicing of payments shall be agreed between NSPI and PHP consistent with the amount of the letter of credit posted as security for payment. The form, amount, and issuer of the letter of credit will be satisfactory to NSPI. To the extent that a letter of credit introduces a lag time and there are additional costs to NSPI, these will be paid by PHP not NSPI or its ratepayers.

Separate Service Agreement

NSPI reserves the right to have a separate service agreement if, in the opinion of NSPI, issues not specifically set out herein must be addressed for the ongoing benefit of NSPI and its customers.

Power Factor Correction

Under normal operating conditions, an average power factor over the entire billing period, calculated for kWh consumed and lagging kVAR-h, as recorded, of not less than 90% lagging for the total Mill load (under all rates) shall be maintained, or the following adjustment factors (Constant) will be applied to the energy charges comprising the Hourly Incremental Cost:

Power Factor	Constant	Power Factor	Constant
90-100%	1.0000	65-70%	1.1255
80-90%	1.0230	60-65%	1.1785
75-80%	1.0500	55-60%	1.2455
70-75%	1.0835	50-55%	1.3335

Metering Costs

Metering will normally be at the low side of the transformer and, for measurement and, where applicable, billing purposes, meter readings will be increased by 1.75%. Should the Mill's requirements make it necessary for NSPI to provide primary metering; PHP will be required to make a capital contribution equal to the additional cost of primary metering as opposed to the cost of secondary metering. The costs of any special metering or communication systems required by PHP in connection with service under this tariff shall be paid for by PHP as a capital contribution.

Appendix “A”

ENERGY SUPPLY PROTOCOL

NSPI Port Hawkesbury Paper Mill

Energy Supply Protocol

The purpose of this Protocol is to ensure that the **Port Hawkesbury Paper Mill** (“PHP”) covers the actual incremental cost of electricity for all electricity taken from NSPI's system and that NSPI's customers do not incur any additional cost as a result of PHP load requirements. Whenever this Protocol can be interpreted in multiple ways, the option that best protects the interests of NSPI's customers (which for clarity does not include PHP) shall prevail.

PHP and NSPI agree to operate on the basis of the forecast electricity information provided by NSPI under the Tariff (including the week-ahead, day-ahead and intra-day CQ pairs) trued up to actual costs on an after the fact basis. NSPI will provide PHP with hourly price forecasts for specific blocks of incremental load on a day-ahead basis and PHP shall provide NSPI its forecast load requirements based on these price forecasts. NSPI shall also provide PHP with additional information as described in this Protocol to support PHP's operational decision-making and allow it to extrapolate potential prices in real time. For purposes of the true-up billing to PHP, NSPI will apply actual costs as determined using the differential system cost methodology approved by the Board.

DEFINITIONS:

APT: “Atlantic Prevailing Time” – Atlantic Time, either Daylight Savings Time, or Standard Time, depending upon which seasonal time protocol prevails for the Hour in question.

BLOCK 0: NSPI's total system load prior to accounting for any PHP load.

CQ-PAIR: “Cost-Quantity Pair”, an hourly electricity cost – incremental load combination representing the forecast electricity cost (comprising either fuel and variable operations and maintenance cost, or import purchase cost) to serve PHP's load within a specific incremental block of energy on NSPI's system. These blocks will be set to be approximately equal to the Mill's operating modes.

DAILY BASIS: each calendar day, including weekends and holidays.

DAY: The day upon which the forecast is provided.

DAY-AHEAD DEMAND FORECAST: PHP's forecast hourly demand for each Hour of Day+1.

DAY-AHEAD COST FORECAST: NSPI's best commercial efforts forecast hourly CQ-Pairs for each Hour of Day+1 subject to the terms of this Protocol. The Day-Ahead Cost Forecast will be generated using data from the GenOps modeling run, which includes Block 0 (No PHP load) and six additional PHP blocks based on PHP's typical run levels. In addition to the hourly cost (\$/MWh), the Day-Ahead Cost Forecast will identify the percentage of generation source (i.e. coal, gas, oil, etc.) that is forecasted to serve each block of PHP's load.

Appendix "A"

ENERGY SUPPLY PROTOCOL

FORCE MAJEURE: means (a) loss of load caused by interruption or supply disturbance on the NSPI system ("power bumps") or (b) breakdown of the Mill's major equipment.

HOUR or HOURS: Hours of a Day beginning at 0000 and ending at 2400, APT, in sixty minute increments.

IMPORT: A specific block of energy that is purchased from a counterparty rather than generated on NSPI assets.

Off-Peak Hours: Hours of a Day from 0000 to 0700 APT and 2300 to 2400 APT.

On-Peak Hours: Hours of a Day from 0700 to 2300 APT.

SEVEN DAY DEMAND FORECAST: PHP's On and Off Peak demand forecast for each of seven forecast days, beginning on Day+2 and ending on Day+9. The Seven Day Demand Forecast is provided for information and planning purposes only and does not represent a commitment by PHP to actually adhere to this forecast operationally.

SEVEN DAY COST FORECAST: NSPI's best commercial efforts On and Off-Peak period forecast hourly average CQ-Pairs. For clarity, this represents two sets of hourly CQ-Pairs for each day of the seven day forecast period; one set for On-Peak Hours and one set for Off-Peak Hours.

The Seven Day Cost Forecast will begin on Day+2 and will end on Day+9 to avoid any potential conflict with the Day Ahead Cost Forecast, but will use the same level of data required for the Day-Ahead Cost Forecast. The Seven Day Cost Forecast is provided for information and planning purposes only and does not represent a commitment by NSPI to actually quote the costs forecast, but NSPI will provide notes with respect to relevant issues for the week ahead to assist PHP with any maintenance or operational planning. The Seven Day Cost Forecast CQ-Pairs will generally not include Import or wind considerations. NSPI and PHP agree to work together to determine the extent to which Imports and Wind forecasts are utilized in this forecast.

PROTOCOL:

1. On a Daily Basis, no later than 1300 Hours, NSPI will provide PHP with a Seven Day Cost Forecast. No later than 2 hours following receipt of NSPI's Seven Day Cost Forecast, PHP will provide NSPI with its Seven Day Demand Forecast.
 2. On a Daily Basis, no later than 1300 Hours and in the same communication as the Seven Day Cost Forecast, NSPI will provide PHP with a Day-Ahead Cost Forecast. No later than 2 hours following receipt of NSPI's Day-Ahead Cost Forecast, PHP will provide NSPI with its Day-Ahead Demand Forecast.
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Appendix “A”

ENERGY SUPPLY PROTOCOL

The applicable line losses will be calculated after the flow of energy in an hour using proprietary software with the specific utility-grade capability to evaluate line losses and pursuant to the line loss methodology approved by the Board.

3. Together with the Day-Ahead Cost Forecast, NSPI will provide PHP with the following additional information for each Hour:
 - The forecasted Block 0 load.
 - The forecasted Block 0 generation from NSPI’s wind (purchased and owned), coal, gas, oil, combustion turbines (“CTs”) and hydro facilities.
 - Term Imports scheduled prior to the Day-Ahead Cost Forecast.
 - The forecasted minimum gas generation required to serve other NSPI customers.
 - NSPI’s expectations regarding the return to service of any generating units that may be offline.
 - NSPI’s expectations regarding the timing and duration of potential outages of any generating units.

 4. If there is a material change from the forecast system conditions used by NSPI in the calculation of the Day-Ahead Cost Forecast, NSPI will provide that information to PHP in a proactive and timely manner. For purposes of the Protocol, “material” shall mean:
 - Expectations of de-rates or outages (in advance).
 - De-rates/unexpected outages of generating units.
 - Updates on return to service times of generating units.
 - Forecast dispatch of expensive generation that was not included in the Day-Ahead Cost Forecast (e.g. CTs, expensive gas-fired or oil-fired generation, etc.)
 - The volume and duration of imports scheduled real time for other NSPI customers.
 - The volume and duration of potential export opportunities.

 5. NSPI and PHP will exchange the following information through the use of a real-time digital exchange or a similar information transfer method, as agreed between NSPI and PHP:
 - NSPI’s Base load (total MWs in real-time);
 - NSPI’s level of generation from wind (purchased and owned), coal, gas, oil, combustion turbines (“CTs”), and hydro facilities (total MWs in real-time);
 - PHP silo and storage levels; and
 - Transmission constraints.
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Appendix "A"

ENERGY SUPPLY PROTOCOL

6. If, during the course of an operating Hour, system conditions change unexpectedly such that they have a material impact (positive or negative) on pricing, for example requiring that a CT be utilized in that Hour, NSPI will contact PHP as soon as possible. PHP will have the option of continuing to operate at their current demand level, covering the increased cost, if applicable, in that Hour, or to curtail sufficient load for NSPI to avoid or reduce the material price impact. In the event that the Mill does not declare its preferred option and/or does not curtail demand, the Mill will assume responsibility for the cost for that Hour.
7. If NSPI is unable to import energy needed to support provincial system stability, and the Mill is utilizing the available transmission capacity having contracted through NSPI to secure import energy, NSPI may redirect such import energy. The Mill will be compensated for such redirection as described in the PHP Load Retention Tariff Pricing Mechanism.

CONDITIONS:

1. For purposes of the true-up billing to PHP, NSPI will apply actual costs as determined using the Board-approved differential system cost and line loss methodologies.
 2. On a daily basis, NSPI's Day-Ahead marketer will meet with the administrator of the tariff to review the assumptions used in the planning and calculation of the Day-Ahead Cost Forecast to ensure that the assumptions used in the weekly billing process are consistent.
 3. Following Force Majeure events, PHP will endeavor to restore the Mill's operation to normal as soon as possible and without undue delay. PHP will maintain, as a minimum, hourly contact with NSPI in the hours following Force Majeure events to keep NSPI aware of the Mill's status.
 4. The Mill's load is considered reducible, and is subject to reduction at NSPI's request on the same basis as other load served under the Load Retention Tariff.
 5. PHP shall maintain a scheduling and operations team available to NSPI's energy marketers and operators on a continuous 24 hour, 7 days a week basis. PHP shall maintain dedicated telephone capability for their scheduling and operations team and NSPI shall maintain and utilize recorded telephone capability for all telephone communications with PHP's scheduling and operations team.
 6. PHP's scheduling and operations team shall be empowered with the authority to transact on behalf of PHP.
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Appendix "A"

ENERGY SUPPLY PROTOCOL

7. NSPI will not include PHP in its planning considerations, including future capacity additions or the restart of generation which has been seasonally shut down.
 8. NSPI and PHP shall work cooperatively to establish economic imports and enhance the efficient operation of both companies.
 9. This Protocol is subject to revision in the event that the Nova Scotia energy scheduling market moves from one based on hourly intervals to 30 minute intervals. Such revision is expected to affect only the required timing of transactions.
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