

**Tariffs**

**January 1, 2017**

Nova Scotia Power Inc.  
Tariffs & Regulations  
Approved by the Nova Scotia Utility and Review Board  
pursuant to The Public Utilities Act,  
R.S.N.S., 189,c.380 as amended

# Tariffs

For more information, call us at 1-800-428-6230  
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**RESIDENTIAL**

**CUSTOMER CHARGE**

\$10.83 per month

**ENERGY CHARGE**

15.063 cents per kilowatt hour

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be \$10.83.

**AVAILABILITY:**

This tariff is applicable to electric energy used by any customer in a private residence for the customer's own domestic or household use, including lighting, cooking, heating, or refrigeration purposes. Upon application to the Company the domestic tariff shall be available to any other customer within the provisions of Section 73 of the Public Utilities Act, R.S.N.S. 1989, c. 380, as amended.

Any outbuilding located on residential property adjacent to a domestic dwelling and supplied electrically through a separate meter shall have rates applied in accordance with actual use of the building.

If the building is used principally for the owner's personal pursuits and hobbies, the Domestic tariff shall be applied.

If the building is used principally for commercial purposes the appropriate General or Industrial tariff shall be applied.

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**Optional Green Power Rider**

Customers taking service under this rider may choose to support NSPI's Green Power program by purchasing "blocks" of Green Power. For every block purchased, NSPI will provide 125 kWh per month from green energy sources, thereby displacing energy from fossil fuels. Blocks may be purchased at a cost of \$5 per month. This charge shall be over and above the customer's normal bill for service taken under the Domestic Service rate.

**Special Terms and Provisions**

1. Green Power, as defined for the purposes of this rider includes energy produced from renewable resources that have minimal impact on the environment, and could be independently certified by third party environmental organizations.
2. Service under this rider may be limited at the discretion of the Company, based on the expected level of green energy available.

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**CUSTOMER CHARGE**

\$18.82 per month

**ENERGY CHARGE**

December, January and February

07:00 am to 12:00 pm	19.421 cents per kilowatt hour
12:00 pm to 04:00 pm	15.063 cents per kilowatt hour
04:00 pm to 11:00 pm	19.421 cents per kilowatt hour
11:00 pm to 07:00 am	8.136 cents per kilowatt hour

The above rates apply weekdays (Monday to Friday inclusive), excluding statutory holidays. For Saturdays, Sundays and statutory holidays, all consumption will be billed at the rate of 8.136 cents per kilowatt hour.

March to November

07:00 am to 11:00 pm	15.063 cents per kilowatt hour
11:00 pm to 07:00 am	8.136 cents per kilowatt hour

The above rates apply weekdays (Monday through Friday inclusive), excluding statutory holidays. For Saturdays, Sundays and statutory holidays, all consumption will be billed at the rate of 8.136 cents per kilowatt hour.

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.



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**MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be \$18.82.

**AVAILABILITY:**

This tariff is only available to customers employing electric-based heating systems utilizing Electric Thermal Storage (ETS) equipment, and electric in-floor radiant heating systems utilizing thermal storage and appropriate timing and controls approved by the Company.

This tariff is applicable to electric energy used by any customer in a private residence for the customer's own domestic or household use, including lighting, cooking, heating, or refrigeration purposes. Upon application to the Company the Domestic Service Time Of Day Tariff shall be available to any other customer within the provisions of Section 73 of the Public Utilities Act, R.S.N.S. 1989, c. 380, as amended.

Any outbuilding located on residential property adjacent to a domestic dwelling and supplied electrically through a separate meter shall have rates applied in accordance with actual use of the building.

If the building is used principally for the owner's personal pursuits and hobbies, the Domestic tariff shall be applied.

If the building is used principally for commercial purposes the appropriate General or Industrial tariff shall be applied.

# **GENERAL SERVICE**

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**CUSTOMER CHARGE**

\$12.65 per month

**ENERGY CHARGE**

15.707 cents per kilowatt hour for the first 200 kilowatt hours per month

13.893 cents per kilowatt hour for all additional kilowatt hours

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be \$12.65.

**AVAILABILITY:**

This tariff is applicable to electric energy for use where the annual consumption is less than 32,000 kWh per year and for which no other rates are applicable, and is available to customers on the General tariff where the annual consumption is less than 45,000 kWh per year.

For customers that elect to take service under the Small General tariff, where the General tariff is otherwise applicable, the following conditions apply:

- Customers must make a written request to take service under the Small General tariff.
- Customers can switch rate classes twice in a 24-month period.
- After switching, customers shall take service under this tariff for a minimum of six months subject to meeting the load threshold criteria.

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**DEMAND CHARGE**

\$10.497 per month per kilowatt of maximum demand.

32 cents per kilowatt reduction in demand charge where the transformer was owned by the customer prior to February 1, 1974, or under Special Condition (2) as set out below.

**ENERGY CHARGE**

11.784 cents per kilowatt hour for the first 200 kilowatt hours per month per kilowatt of maximum demand.

8.505 cents per kilowatt hour for all additional kilowatt hours.

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**MAXIMUM PER KWH CHARGE/MINIMUM BILL**

The maximum charge per kWh will be that for a billing load factor of 10% except that the minimum monthly bill shall not be less than \$12.65.

**AVAILABILITY:**

This tariff is applicable to electric power and energy where the annual consumption is 32,000 kWh, or greater and for which no other rates are applicable.

For General tariff customers eligible for the Small General tariff the following conditions apply:

- Customers must make a written request to take service under the Small General tariff.
- Customers can switch rate classes twice in a 24-month period.
- After switching, customers shall take service under this tariff for a minimum of six months subject to meeting the load threshold criteria.

**SPECIAL CONDITIONS:**

- (1) Metering will normally be at the low voltage side of the substation. Should the customer's requirements make it necessary for the Company to provide primary metering, then the customer will be required to make a capital contribution equal to the additional capital cost of primary metering as opposed to the cost of secondary metering. Adjustment to the metered kWh usage will be made when metering is on the high voltage side. Meter readings shall then be reduced by 1.75%.
- (2) When the customer requires non-standard service provisions, the Company may require the customer to own any transformer normally provided by the Company.

**DEMAND CHARGE**

\$13.345 per month per kilovolt ampere of maximum demand of the current month or the maximum actual demand of the previous December, January, or February occurring in the previous eleven (11) months.

32 cents per kilovolt ampere reduction in demand charge where the transformer is owned by the customer.

**ENERGY CHARGE**

8.650 cents per kilowatt hour.

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be \$12.65.

**AVAILABILITY:**

This tariff is applicable to electric power and energy for any use except industrial, where the regular billing demand is 2,000 kVA or 1,800 kW, and over.

**SPECIAL CONDITIONS:**

- (1) Metering will normally be at the low voltage side of the substation.

Should the customer's requirements make it necessary for the Company to provide primary metering, then the customer will be required to make a capital contribution equal to the additional capital cost of primary metering as opposed to the cost of secondary metering. Adjustments to the metered kWh usage will be made under

the following conditions:

- (a) If the substation high voltage side is 69 kV or higher, and metering is on the high voltage side, meter readings shall be reduced by 1.75%.
  - (b) If the substation high voltage side is lower than 69 kV, and metering is on the low voltage side, meter readings shall be increased by 1.75%.
- (2) The Company will withdraw the availability of this tariff to any specific customer, if, on a consistent basis, the customer is not maintaining a billing demand of 2,000 kVA or 1,800 kW.
- (3) The Company reserves the right to have a separate service and/or operating agreement, if in the opinion of the Company issues not specifically set out herein, must be addressed for the ongoing benefit of the Company and its customers.

**INDUSTRIAL**

**DEMAND CHARGE**

\$7.714 per month per kilovolt ampere of maximum demand.

32 cents per kilovolt ampere reduction in demand charge where the transformer was owned by the customer prior to February 1, 1974, or under Special Condition (2) as set out below.

**ENERGY CHARGE**

10.609 cents per kilowatt hour for the first 200 kilowatt hours per month per kilovolt ampere of maximum demand.

8.226 cents per kilowatt hour for all additional kilowatt hours.

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**MAXIMUM PER KWH CHARGE/MINIMUM BILL**

The maximum charge per kWh will be that for a billing load factor of 10% except that the minimum monthly bill shall not be less than \$12.65.

**AVAILABILITY:**

This tariff is applicable to electric power and energy supplied to any customer, for industrial use, including farming and processing, where the regular billing demand is less than 250 kVA or 225 kW.

**SPECIAL CONDITIONS:**

- (1) Metering will normally be at the low voltage side of the substation. Should the customer's requirements make it necessary for the Company to provide primary metering, then the customer will be required to make a capital contribution equal to the additional cost of



primary metering as opposed to the cost of secondary metering.

Adjustment to the metered kWh usage will be made when metering is on the high voltage side. Meter readings shall then be reduced by 1.75%.

- (2) When the customer requires non-standard service provisions, the Company may require the customer to own any transformer normally provided by the Company.

**DEMAND CHARGE**

\$12.501 per month per kilovolt ampere of maximum demand.

32 cents per kilovolt ampere reduction in demand charge where the transformer is owned by the customer.

**ENERGY CHARGE**

7.682 cents per kilowatt hour.

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be \$12.65.

**AVAILABILITY:**

This tariff is applicable to electric power and energy supplied to any industrial customer having a regular billing demand of 250 kVA (225 kW) and over, and for which no other rates are applicable.

**SPECIAL CONDITIONS:**

- (1) Metering will normally be at the low voltage side of the substation. Should the customer's requirements make it necessary for the Company to provide primary metering, then the customer will be required to make a capital contribution equal to the additional capital cost of primary metering as opposed to the cost of secondary metering. Adjustment to the metered kWh usage will be made when metering is on the high voltage side. Meter readings shall then be reduced by 1.75%.
- (2) The Company may withdraw the availability of this tariff to any specific customer, if, in the opinion of the Company, the customer is not maintaining a billing demand of 250 kVA (225 kW).

**DEMAND CHARGE**

\$11.995 per month per kilovolt ampere of maximum demand of the current month or the maximum actual demand of the previous December, January or February occurring in the previous eleven (11) months.

32 cents per kilovolt ampere reduction in demand charge where the transformer is owned by the customer.

**ENERGY CHARGE**

8.079 cents per kilowatt hour for firm customers

7.683 cents per kilowatt hour for interruptible customers

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be the greater of \$12.65 or the demand charge.

**AVAILABILITY:**

This tariff is applicable to three phase electric power and energy supplied at the low voltage side of the bulk power transformer to any industrial customer having a regular billing demand of 2 000 kVA or 1 800 kW, and over.

**SPECIAL CONDITIONS:**

- (1) At the option of the Company, supply may be at distribution voltage. Meter readings shall be increased by 1.75% for each transformation between the meter and the low voltage side of the bulk power supply transformer to adjust for transformer losses. Also, meter readings shall be reduced when metering is at transmission voltage.
- (2) Metering will normally be at the low voltage side of the transformer. Should the customer's requirements make it necessary for the Company to provide primary metering, then the customer will be required to make a capital contribution equal to the additional capital cost of primary metering as opposed to the cost of secondary metering.
- (3) The Company will withdraw the availability of this tariff to any specific firm load only customer, if, on a consistent basis, the customer is not maintaining a regular demand of 2 000 kVA or 1,800 kW or, as a result of transferring to this tariff from the Medium Industrial category the customer would not see a reduction in his electric cost for the energy supplied. Any customer whose total or partial load is billed under the interruptible rider to this tariff and whose total demand fell, on a consistent basis, below 2 000 kVA or 1,800 kW after subscription to the interruptible service will be exempted from the minimum load requirement of this tariff.
- (4) The Company reserves the right to have a separate service agreement, if in the opinion of the Company issues not specifically set out herein, must be addressed for the ongoing benefit of the Company and its customers.
- (5) The customer 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. These specific requirements shall be stipulated by way of a written operating agreement.
- (6) In assessing issues which 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.

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**INTERRUPTIBLE RIDER TO THE LARGE INDUSTRIAL TARIFF (Rate Code 25)**

Customers who qualify for interruptible service will receive a \$3.43 per month per kilovolt ampere reduction in demand charge for billed interruptible demand. The billed interruptible demand is defined as the difference between any contracted firm demand requirements and the total billing demand. Where the billing demand is less than the contracted firm demand, no interruptible credit shall apply. The billed interruptible demand will be the maximum interruptible demand of the current month or the maximum actual interruptible demand of the previous December, January or February occurring in the previous eleven (11) months.

**AVAILABILITY:**

This rider will be applicable to an agreed upon, between the Company and the customer, interruptible billing demand at 90% Power Factor, under the following terms and conditions:

- (1) The customer has provided written notice of his desire to take service under this option, identifying that portion of the load that is to be firm and that portion that is to be interruptible.
- (2) The customers will reduce their available interruptible system load by the amount required by NSPI within ten (10) minutes of NSPI initiating and sending notice to the customer's dedicated telephone number (as confirmed by the automated dialing system) requiring such reduction. The customer must maintain a dedicated telephone number and dedicated telephone system in working order at all times and must have a designated staff person to answer the dedicated telephone at all times. The failure of the customer to answer the telephone, shall not excuse the customer from its responsibilities under this rider.

Where the customer has provided NS Power with the ability to monitor and interrupt its load under terms and conditions determined by the Company, the Company may hold this load as Operating Reserve as required by system conditions. When interruptions are required, the Company will exercise the automated control of the customer's load to interrupt the customer load.

- (3) Following interruption, service may only be restored by the customer with approval of the Company.
- (4) Failure to comply in whole or in part with a requirement to interrupt load will result in penalty charges. The penalty will be comprised of two parts, a Threshold Penalty and a Performance Penalty.

The Threshold Penalty charge shall be the cost of the appropriate firm billing effective at that time for the consumption used in that billing period.

The Performance Penalty which is based on the customer's performance during the interruption 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 customer demand (above that required by the interruption notice) remaining in the third interval directly following two complete 5-minute intervals after the interruption call is initiated and sent by NSPI.

"B" is the customer's average demand based on 5-minute interval data during the entire interruption event excluding the interval used to determine "A."

The total penalty will not exceed two times the cost of the appropriate firm billing effective at that time for the consumption used in that billing period.

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

**SPECIAL CONDITIONS:**

- (1) The Company reserves the right to have a separate service agreement if in the opinion of the Company, issues not specifically set out herein must be addressed for the ongoing benefit of the Company and its customers.
- (2) The customer 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 written operating agreement.
- (3) In assessing issues which 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.

- (4) At the option of the Company, supply may be at distribution voltage. Meter readings shall be increased by 1.75% for each transformation between the meter and the low voltage side of the bulk power supply transformer to adjust for transformer losses. Also, meter readings shall be reduced when metering is at transmission voltage.

**DEMAND CHARGE**

\$12.445 per month per kilovolt ampere of the higher of:

- (a) maximum actual demand of the current month or
- (b) the maximum actual demand of the previous December, January, or February occurring in the previous eleven (11) months but excluding the actual monthly peak demands recorded during the first two hours following restoration of any outage of at least one hour in duration. In this circumstance, the next highest monthly peak demand, registered outside of the restoration period, will be used. Customers will make reasonable efforts to manage post-restoration demand peaks.

32 cents per kilovolt ampere reduction in demand charge where the transformer is owned by the customer.

**ENERGY CHARGE**

8.197 cents per kilowatt hour.

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**AVAILABILITY:**

This tariff is applicable to three phase electric power and energy, supplied at the low voltage side of the bulk power transformer, to municipal electric utilities. Meter readings shall be increased by 1.75% for each transformation between the meter and the low voltage side of the bulk power supply transformer to adjust for transformation losses. Also, meter readings shall be reduced when metering is at transmission voltage.



**RATE**Backup Service:

The actual or estimated average time coincident incremental cost of generation including transmission losses for the period service is provided plus 0.500 cents per kWh for additional Operating and Maintenance costs, service charges and Administration & General compensation.

Optional Generation Load Following:

Average incremental cost of generation expressed in cents per kWh as determined by the generation forecast for the rate year plus add on charges as defined for back-up service. This price will be 5.168 cents per kWh for the period January 1, 2017 to December 31, 2017.

**AVAILABILITY**

This tariff is available to:

- (a) customers who have their own generation equipment, normally used to support their own load, of not less than 2 000 kW of net continuous capability and which is connected to the low voltage side of the bulk power transformer;
- (b) energy supplied to Non-Utility Owned Generation sites for purposes of startup and replacement of energy normally supplied from their own generation,

Where the customer has signed an operating agreement under this tariff schedule. The following general terms and conditions will apply to the applications.

- (1) Energy under the back-up service provision will be supplied upon request by the customer. In cases where advance written notification can be given by the customer, such as planned maintenance, the Company will advise the customer in writing of the quoted price which will be based on estimated costs during the period. In an emergency situation where time does not permit advance notification the price will be based upon actual costs until the customer provides written notification of the duration of the taking following which the Company will advise the customer in writing of the quoted price for the remainder of the period.

Energy under the load following section will be supplied either through on-going communication provision such as telemetering (when load fluctuations are involved) or written requests (where application is to a specific level of load).

- (2) The backup supply of power will be on a best efforts basis where the customer's generation equipment is removed from service due to scheduled maintenance, forced outage, or loss of fuel supply.
- (3) Supply of power under the tariff may be withdrawn under the criteria as provided for under the Interruptible Rider to the Large Industrial Tariff.
- (4) The load following provision will be applied where the customer's process limitations affect the ongoing loading of their own generator.
- (5) Customers must install metering equipment to monitor the output of the customer's generation. The equipment and installation must be approved by the Company and the costs will be the responsibility of the customer.

### **SPECIAL CONDITIONS**

- (1) The Company reserves the right to have a separate service agreement, if in the opinion of the Company issues not specifically set out herein, must be addressed for the ongoing benefit of the Company and its customers.
- (2) The customer 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 written operating agreement.

- (3) In assessing issues which 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.
- (4) Any service requirements beyond those provided by a single step-down transformation from transmission voltage must be borne by the customer.
- (5) The Company reserves the right to determine the metering location.

**GENERATION LOAD FOLLOWING CRITERIA**

- (1) Two months preceding each tariff year the customer, in conjunction with the Company, shall establish the net continuous capability of its generation equipment based upon tests or operating records. For each billing month of the tariff year the Company will load follow to the equivalent of one hundred (100) percent load factor of the net continuous capability in each hour that the customer generation does not exceed its net continuous capability.
- (2) On or before November 7th preceding each tariff year the Company shall apply to the Nova Scotia Utility and Review Board for approval of its forecasted incremental cost of generation for the following tariff year. Such average forecasted incremental cost shall be included in determining the load following rate for the next tariff year and each affected customer shall be notified.
- (3) In addition, if after having exercised the Company's rights under the operational criteria of the non-firm applications, the Company finds that it requires the output of the customer's generation to satisfy these criteria, the customer shall upon reasonable notice (typically one hour):
  - (a) operate his power generation equipment at its net continuous capability or at a lower level as determined by process and steam availability and agreed to by the Company.
  - (b) provide excess output to the Company after satisfying its own needs of generation under paragraph (a) above.
  - (c) provide all such output to the Company at a cost equivalent to the Company's average time coincident incremental cost of generation price under this rate.

Failure to comply with the provisions set out in criteria 3(a), 3(b) and 3(c) three times in any one tariff year shall result in termination of service under the Optional Generation Load Following section of the Tariff for two (2) years.

**DEMAND CHARGE**

NIL

**ENERGY CHARGE**

NSPI's actual hourly marginal energy costs, plus the following fixed cost adders for on-peak and off-peak usage:

On-peak (7:00am - 11:00pm, non-holiday weekdays): 9.274 ¢/kWh

Off-peak (11:00pm - 7:00am, non-holiday weekdays): 0.676 ¢/kWh

Weekend and holiday fixed cost adders are set at the off-peak price during all hours of the day.

These adders shall be developed annually based on budgeted costs and submitted to the Nova Scotia Utility and Review Board for approval.

A credit equal to 32 cents per peak kilovolt-ampere of monthly peak demand will be applied where the transformer is owned by the customer.

**AVAILABILITY**

- (1) Customers must make a written request to take service under this tariff.
- (2) This tariff is available to customers who are served at transmission voltage of 138 kV or higher and have loads of 2000 KVA or 1800 KW, and over.

**SPECIAL CONDITIONS**

- (1) Projections of the anticipated hourly energy price (week ahead and day ahead) will be provided to the customer according to the following schedule:
  - By midnight each business day, hourly price forecasts for each hour of the next five days shall be provided to the customer.
  - Major changes to the hourly price forecasts will be provided to the customer as soon as they occur.

- The actual price charged for each hour will be final twenty minutes prior to the commencement of that hour.
- (2) Metering will normally be at the low voltage side of the transformer. Should the customer's requirements make it necessary for the Company to provide primary metering, then the customer will be required to make a capital contribution equal to the additional capital cost of primary metering as opposed to the cost of secondary metering.
  - (3) The cost of any special metering or communication systems required by the customer to take service under this tariff shall be paid for by the customer as a capital contribution.
  - (4) Energy is supplied at the low side of the transformer. Meter readings shall be decreased by 1.75% to adjust for transformer losses if primary metering is used.
  - (5) Customers shall take service under this tariff for a minimum of twelve months from the commencement date of taking service under this tariff. The customer may terminate service under this tariff by giving 30 days notice before the end of the contract term. Service shall automatically renew for successive terms if no notice is given.
  - (6) This is a firm service tariff. However, existing customers served under the Interruptible Rider of the Large Industrial Tariff will be eligible to take service under this tariff provided that the customer applies for firm service in their written request as required by Availability Clause (1), but agrees to remain interruptible for up to five years as provided for under Availability Clause (5) of the Large Industrial Tariff Interruptible Rider. Within the five year window, a customer who has applied for firm service will be permitted to return to the Interruptible Rider without penalty, only if NSPI has not made irrevocable commitments to adding new capacity to meet the customer's request for firm service. Where such commitment has been made, the customer must reimburse NSPI or accept firm service for a period of at least two years.
  - (7) 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 at each metering point shall be maintained, or the following adjustment factors (constant) will be applied to the billed consumption.

<b>POWER FACTOR</b>	<b>CONSTANT</b>	<b>POWER FACTOR</b>	<b>CONSTANT</b>
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

- (8) The Company reserves the right to have a separate service agreement, if in the opinion of the Company issues not specifically set out herein, must be addressed for the ongoing benefit of the Company and its customers.
- (9) The customer will make all necessary arrangements and bear all costs of ensuring that its load does not unduly deteriorate the integrity of the power supply system, by reason of its design and/or operation. These specific requirements shall be stipulated by way of a written operating agreement.
- (10) In assessing issues which 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.

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**DEMAND CHARGE**

NIL

**ENERGY CHARGE**

NSPI's actual hourly marginal energy costs, plus the following fixed cost adders for on-peak and off-peak usage:

On-peak (7:00am - 11:00pm, non-holiday weekdays): 9.621 ¢/kWh

Off-peak (11:00pm - 7:00am, non-holiday weekdays): 0.937 ¢/kWh

Weekend and holiday fixed cost adders are set at the off-peak price during all hours of the day.

These adders shall be developed annually based on budgeted costs and submitted to the Nova Scotia Utility and Review Board for approval.

A credit equal to 32 cents per peak kilovolt-ampere of monthly peak demand will be applied where the transformer is owned by the customer.

**AVAILABILITY**

- (1) Customers must make a written request to take service under this tariff.
- (2) This tariff is available to customers who are served at transmission voltage of 69 kV and have loads of 2000 KVA or 1800 KW, and over.

**SPECIAL CONDITIONS**

- (1) Projections of the anticipated hourly energy price (week ahead and day ahead) will be provided to the customer according to the following schedule:
  - By midnight each business day, hourly price forecasts for each hour of the next five days shall be provided to the customer.
  - Major changes to the hourly price forecasts will be provided to the customer as soon as they occur.

The actual price charged for each hour will be final twenty minutes prior to the commencement of that hour.

- (2) Metering will normally be at the low voltage side of the transformer. Should the customer's requirements make it necessary for the Company to provide primary metering, then the customer will be required to make a capital contribution equal to the additional capital cost of primary metering as opposed to the cost of secondary metering.
- (3) The cost of any special metering or communication systems required by the customer to take service under this tariff shall be paid for by the customer as a capital contribution.
- (4) Energy is supplied at the low side of the transformer. Meter readings shall be decreased by 1.75% to adjust for transformer losses if primary metering is used.
- (5) Customers shall take service under this tariff for a minimum of twelve months from the commencement date of taking service under this tariff. The customer may terminate service under this tariff by giving 30 days notice before the end of the contract term. Service shall automatically renew for successive terms if no notice is given.
- (6) This is a firm service tariff. However, existing customers served under the Interruptible Rider of the Large Industrial Tariff will be eligible to take service under this tariff provided that the customer applies for firm service in their written request as required by Availability Clause (1), but agrees to remain interruptible for up to five years as provided for under Availability Clause (5) of the Large Industrial Tariff Interruptible Rider. Within the five year window, a customer who has applied for firm service will be permitted to return to the Interruptible Rider without penalty, only if NSPI has not made irrevocable commitments to adding new capacity to meet the customer's request for firm service. Where such commitment has been made, the customer must reimburse NSPI or accept firm service for a period of at least two years.
- (7) 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 at each metering point shall be maintained, or the following adjustment factors (constant) will be applied to the billed consumption.



<b>POWER FACTOR</b>	<b>CONSTANT</b>	<b>POWER FACTOR</b>	<b>CONSTANT</b>
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

- (8) The Company reserves the right to have a separate service agreement, if in the opinion of the Company issues not specifically set out herein, must be addressed for the ongoing benefit of the Company and its customers.
- (9) The customer will make all necessary arrangements and bear all costs of ensuring that its load does not unduly deteriorate the integrity of the power supply system, by reason of its design and/or operation. These specific requirements shall be stipulated by way of a written operating agreement.
- (10) In assessing issues which 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.

**DEMAND CHARGE**

NIL

**ENERGY CHARGE**

NSPI's actual hourly marginal energy costs, plus the following fixed cost adders for on-peak and off-peak usage:

On-peak (7:00am - 11:00pm, non-holiday weekdays): 9.224¢/kWh

Off-peak (11:00pm - 7:00am, non-holiday weekdays): 2.197¢/kWh

Weekend and holiday fixed cost adders are set at the off-peak price during all hours of the day.

These adders shall be developed annually based on budgeted costs and submitted to the Nova Scotia Utility and Review Board for approval.

A credit equal to 32 cents per peak kilovolt-ampere of monthly peak demand will be applied where the transformer is owned by the customer.

**AVAILABILITY**

- (1) Customers must make a written request to take service under this tariff.
- (2) This tariff is available to customers who are served at voltage less than 69 KV and have loads of 2000 KVA or 1800 KW, and over.

**SPECIAL CONDITIONS**

- (1) Projections of the anticipated hourly energy price (week ahead and day ahead) will be provided to the customer according to the following schedule:
  - By midnight each business day, hourly price forecasts for each hour of the next five days shall be provided to the customer.
  - Major changes to the hourly price forecasts will be provided to the customer as soon as they occur.

The actual price charged for each hour will be final twenty minutes prior to the commencement of that hour.

- (2) Metering will normally be at the low voltage side of the transformer. Should the customer's requirements make it necessary for the Company to provide primary metering,

- then the customer will be required to make a capital contribution equal to the additional capital cost of primary metering as opposed to the cost of secondary metering.
- (3) The cost of any special metering or communication systems required by the customer to take service under this tariff shall be paid for by the customer as a capital contribution.
  - (4) Energy is supplied at the low side of the transformer. Meter readings shall be decreased by 1.75% to adjust for transformer losses if primary metering is used.
  - (5) Customers shall take service under this tariff for a minimum of twelve months from the commencement date of taking service under this tariff. The customer may terminate service under this tariff by giving 30 days notice before the end of the contract term. Service shall automatically renew for successive terms if no notice is given.
  - (6) This is a firm service tariff. However, existing customers served under the Interruptible Rider of the Large Industrial Tariff will be eligible to take service under this tariff provided that the customer applies for firm service in their written request as required by Availability Clause (1), but agrees to remain interruptible for up to five years as provided for under Availability Clause (5) of the Large Industrial Tariff Interruptible Rider. Within the five year window, a customer who has applied for firm service will be permitted to return to the Interruptible Rider without penalty, only if NSPI has not made irrevocable commitments to adding new capacity to meet the customer's request for firm service. Where such commitment has been made, the customer must reimburse NSPI or accept firm service for a period of at least two years.
  - (7) 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 at each metering point shall be maintained, or the following adjustment factors (constant) will be applied to the billed consumption.

<b>POWER FACTOR</b>	<b>CONSTANT</b>	<b>POWER FACTOR</b>	<b>CONSTANT</b>
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

- (8) The Company reserves the right to have a separate service agreement, if in the opinion of the Company issues not specifically set out herein, must be addressed for the ongoing benefit of the Company and its customers.
- (9) The customer will make all necessary arrangements and bear all costs of ensuring that its load does not unduly deteriorate the integrity of the power supply system, by reason of its design and/or operation. These specific requirements shall be stipulated by way of a written operating agreement.
- (10) In assessing issues which 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.

**CUSTOMER CHARGE**

The monthly customer charge under this tariff is calculated according to the following formula:

$$\text{Monthly customer charge} = \frac{\text{forecast annual administration costs}}{\text{forecast number of customers subscribed}} * 12$$

This charge will be \$1,112.83 per month for the period January 1, 2017 to December 31, 2017.

**DEMAND CHARGE**

\$5.286 per month, per kilowatt (kW) of billing demand measured on an average hourly basis.

Contracted firm demand requirement is defined as the demand (kW) requested by the wholesale customer (or aggregate customer group) and agreed to be supplied by NSPI. This may constitute all, or a portion of the demand contracted to be served on a primary basis by a third party supplier. Billing demand is determined based upon the following formula:

$$\text{Billing demand} = (\text{PR} * \min(\text{CD}, \text{CF} * \text{GC})) + (\text{CD} - \min(\text{CD}, \text{CF} * \text{GC}))$$

- Where:
- PR is Planning Reserve (based on NPCC planning criteria, i.e., 20% or as updated)
  - GC is the third party supplier’s generating capacity
    - (a) For non-dispatchable generation, GC = MSC, the Maximum Spill Capacity as defined in Wholesale Market Non-Dispatchable Supplier Spill Tariff.
    - (b) For dispatchable generation, GC = the supplier’s maximum capacity contracted to provide its wholesale customers’ demand
  - CD is the customer’s Contract Demand
  - CF is the capacity factor associated with the third party supplier’s generation

**ENERGY CHARGE**

The energy charge shall be the Company’s forecast average annual marginal energy costs as approved for use with the GRLF rate.

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge will be the customer charge plus the demand charge.

**AVAILABILITY**

The tariff is available to wholesale customers as defined in section 2(b) of the Electricity Act, Chapter 25 of the Acts of 2004.

(b) “wholesale customer” means Nova Scotia Power Incorporated, the electric utilities of the towns of Antigonish, Berwick, Canso, Lunenburg and Mahone Bay and The Electric Light Commissioners for Riverport, in the County of Lunenburg.

The tariff is applicable to the *scheduled* backup\top-up load of participating customers under the following terms and conditions:

- (1) The wholesale customer has provided written notice of its intent to take service under this tariff, clearly identifying the following:
  - (a) The Municipal utility or utilities for which service is being requested.
  - (b) The year for which service is being requested.
  - (c) The contract demand (kW) required for backup and top-up service.
  - (d) The portion of the customer’s annual load contracted to be supplied by third party suppliers or through self-supply
  - (e) The names, addresses, contact details and supply arrangements associated with contracted third party suppliers

Backup\top-up service will be subscribed on a minimum 12 month, annual-renewable basis. Applications for service must be provided annually to NSPI by January 31<sup>st</sup> of each year, for service applicable to the subsequent year.

- (2) Adequate metering equipment, as dictated by the Generation Interconnection Agreement, must be installed to monitor the generation of any third-party generators selected for use by the wholesale customer. The equipment and installation must be approved by the Company and the costs will be the responsibility of the generator.

**SPECIAL CONDITIONS**

- (1) This tariff is designed for customers supplied and metered at the high side of the transformer at transmission voltage of 69 kV or higher. For customers metered at the low side of the transformer, or at a distribution voltage level, meter readings shall be increased by 1.75% for each transformation between the meter and the transmission voltage.
- (2) The charges under this rate do not reflect transmission service costs. Customers taking service under this tariff must also take service under OATT.
- (3) For system reasons, NSPI may, at its discretion, deny an application for service from a customer who has not taken service from NSPI in the year prior to the year requested.

- (4) The Company reserves the right to have a separate service agreement, if in the opinion of the Company issues not specifically set out herein, must be addressed for the ongoing benefit of the Company and its customers.
- (5) The customer 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. These specific requirements shall be stipulated by way of a written operating agreement.
- (6) In assessing issues which 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.

**ADMINISTRATION CHARGE**

The monthly administration charge under this tariff is calculated according to the following formula:

$$\text{Monthly charge} = \frac{\text{forecast annual administration costs}}{\text{Forecast number of suppliers supplying wholesale customers}} * 12$$

This charge will be \$4,451.30 per month for the period January 1, 2017 to December 31, 2017.

**ENERGY CREDIT**

Compensation for spill energy delivered to NSPI will be at the Company's forecast average annual marginal energy costs as approved for use with the GRLF rate.

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be the administration charge.

**AVAILABILITY**

This tariff is available for use by independent non-dispatchable electric generators serving customers taking service under the Wholesale Market Backup\top-up Service tariff. The tariff is applicable to *scheduled* "spill energy", under the following terms and conditions:

- (1) "Spill energy" is defined as the scheduled hourly energy forecast to be produced by the supplier above the scheduled hourly energy requirement of their wholesale customer(s). Unscheduled energy produced will be compensated according to OATT imbalance guidelines. Spill compensation under this tariff is limited to the supplier's Maximum Spill Capacity (kW). Maximum Spill Capacity must be approved by NSPI prior to commencement of service and will be limited to a level agreed as being required to provide the contracted annual amount of participating wholesale customer energy (MWh). Spill capacity will be reviewed periodically and adjusted as required to ensure that it matches the amount required to provide subscribed annual customer energy.
- (2) Suppliers must install metering equipment to monitor the output of their generation. Consistent with the Generation Interconnection Agreement, the equipment and installation must be approved by the Company and the costs will be the responsibility of the supplier.



**SPECIAL CONDITIONS**

- (1) Suppliers must meet all conditions set forth in the Generation Interconnection Procedures and Generation Interconnection Agreement.
- (2) The Company reserves the right to have a separate service agreement, if in the opinion of the Company issues not specifically set out herein, must be addressed for the ongoing benefit of the Company and its customers.
- (3) The supplier will make all necessary arrangements to ensure that its generation output does not unduly deteriorate the integrity of the power supply system, either by its design and/or operation. These specific requirements shall be stipulated in the Generation Interconnection Agreement.

In assessing issues which 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.

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**AVAILABILITY**

- (1) This tariff is available to port authorities of Nova Scotia for the sole purpose of providing port electricity to cruise ships docked in ports to meet their own consumption needs in displacement of the on-board self-generation. The tariff is applicable to electric energy where the regular demand is 2,000 kVA or 1,800 kW, and over.
- (2) Customers served under this tariff must accept supply interruption. In the event there is an interruption required in order to avoid shortfalls in electricity supply, rate classes will be called upon to provide capacity to NSPI in the following order:
  - (i.) Generation Replacement and Load Following (GR&LF) Rate
  - (ii.) Load Retention Tariff
  - (iii.) Shore Power Tariff
  - (iv.) Interruptible Rider to the Large Industrial Rate

unless there are technical reasons to alter this sequence specific to the instance.

- (3) This is a seasonal tariff available from April 1 to November 30.

**ENERGY CHARGE**

Energy charges will vary by voltage level of the point of delivery and will be made up of two components.

- (1) Annually adjusted fuel cost component which shall be the Company's forecast average annual marginal energy cost as approved for use with the GR&LF tariff and adjusted for line losses at the voltage level of the point of delivery.
- (2) A fixed cost adder adjusted concurrent with changes in base cost rates coming into effect as a result of a General Rate Case application.

<b>Base Energy Charge Components</b>	<b>Transmission voltage of 138 kV or higher (cents per kWh)</b>	<b>Transmission voltage of 69 kV (cents per kWh)</b>	<b>Distribution voltage (cents per kWh)</b>
Fuel Cost	4.808	4.855	4.963
Fixed Cost Adder	4.192	4.376	5.164
Total	9.000	9.231	10.127

A credit equal to 32 cents per peak kilovolt-ampere of monthly peak demand will be applied where the transformer is owned by the customer and the customer is served at a transmission voltage level.

### **SUPPLY INTERRUPTIONS**

This is an interruptible service. Before connecting the ship to the shore supply the port authority will request permission from NSPI indicating the expected load and duration for which the power is needed.

The customer will make available suitable contact telephone numbers of a person or persons who are able to disconnect the load within ten minutes. Supply Interruption calls will be made to all customers taking energy under this tariff on an equitable and transparent basis.

This Tariff will be available provided that:

- (1) The customer has provided written notice of its desire to take interruptible service.
- (2) The customer will reduce its available interruptible system load by the amount requested by NSPI within ten (10) minutes of NSPI initiating and sending notice to the customer's dedicated telephone number (as confirmed by the automated dialing system) requiring such reduction. The customer must maintain a dedicated telephone number and dedicated telephone system in working order and must have a designated staff person to answer the dedicated telephone at all times when cruise ships are connected to the utility grid. The failure of the customer to answer the telephone, shall not excuse the customer from its responsibilities under this rate.
- (3) Following interruption, service may only be restored by the customer with approval of the Company.

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- (4) Failure to comply in whole or in part with a request to interrupt load will result in penalty charges. The penalty will apply based on the usage of the vessel being served via the Port Authority's equipment following the request to interrupt on the day on which the non-compliance took place.

Penalty for Non-Compliance

All energy served after the 10 minute deadline has expired will be billed at \$5.00 per kWh. In addition a fixed charge of \$2000.00 will be applied.

The penalty charge is applicable above and beyond the Port Authority's monthly bill.

**SPECIAL CONDITIONS**

- (1) The Port Authority owns and is responsible for the maintenance and operation of all electrical equipment required for the supply of port electricity to docked ships other than the meters and metering transformers supplied by NSPI. NSPI owns and is responsible for the maintenance of meters and metering transformers installed on the Port Authority premises for the purposes of billing.
- (2) The Port Authority will ensure that trained staff is available to operate on-shore interconnection equipment to facilitate the connection, synchronization, disconnection and interruption if needed at all times. Such operators must be available to be contacted by NSPI from a minimum of one hour before connection is required to the time that the ship returns to on board power supply.
- (3) The Port Authority will file a two year schedule of expected vessels showing their peak electrical demand before October 31 in a calendar year preceding the cruise ship season.
- (4) Metering will normally be at the low voltage side of the transformer. Should the customer's requirements make it necessary for the Company to provide primary metering, then the customer will be required to make a capital contribution equal to the additional capital cost of primary metering as opposed to the cost of secondary metering.
- (5) The cost of any special metering or communication systems required by the customer to take service under this tariff shall be paid for by the customer as a capital contribution.
- (6) Energy is supplied at the low side of the transformer. Meter readings shall be decreased by 1.75% to adjust for transformer losses if primary metering is used.
- (7) 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 at each metering point shall be maintained, or the following adjustment factors (constant) will be applied to the billed consumption.

<b>POWER FACTOR</b>	<b>CONSTANT</b>	<b>POWER FACTOR</b>	<b>CONSTANT</b>
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

- (8) The Company reserves the right to have a separate service agreement, if in the opinion of the Company issues not specifically set out herein, must be addressed for the ongoing benefit of the Company and its customers.
- (9) The customer will make all necessary arrangements and bear all costs of ensuring that its load does not unduly deteriorate the integrity of the power supply system, by reason of its design and/or operation. These specific requirements shall be stipulated by way of a written operating agreement.
- (10) In assessing issues which 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.

**DEMAND CHARGE**

To be determined as specified in Special Condition (1).

**ENERGY CHARGE**

To be determined as specified in Special Condition (1).

**AVAILABILITY**

- (1) This rate shall be granted only in circumstances where it can be shown that:
- The customer's option to use a supply of power and energy (alternate supply) other than NSPI's is both technically and economically feasible, or the rate is required to respond to the competitive challenge of business closure due to economic distress; and
  - Retaining the customer's load, at the price offered by this rate, is better for other electric customers than losing the customer load in question; and
  - The revenue from service to a customer under this rate shall be greater than the applicable incremental cost to serve such customer and shall make a significant positive contribution to fixed costs.

The procedure for establishing that this test is satisfied is outlined in Attachment A.

- (2) This rate shall be available only to customers who have a minimum load of and/or who are considering an alternate supply of at least 2000 KVA or 1800 KW. Where the rate is required to respond to the competitive challenge of business closure due to economic distress this rate shall be available only to Extra-Large Industrial customers.
- (3) The customer shall apply in writing to take service under this rate.
- (4) This rate shall be available only to customers whose electricity needs, at the date of application, are being supplied by NSPI and have been supplied by NSPI for at least two consecutive years at the time of the request. It is not available for new load.

**MINIMUM LOAD REQUIREMENT**

All customers must agree to maintain a minimum level of load while taking service under the rate, subject to (i) any terms or conditions relating to supply interruption that may be outlined in the pricing conditions of the rate, (ii) the customer's requirement to take downtime for maintenance purposes and (iii) market downtime, labour disruption and other matters beyond the reasonable

control of the customer.

**SECURITY FOR PAYMENT OF ACCOUNT**

A customer taking service under this rate must provide security for payment of the customer's account, regardless of payment history. Appropriate security shall be satisfactory to Nova Scotia Power Inc. Acceptable security will be described in the pricing of the rate, and may be revised or updated from time to time upon approval of the UARB.

**DISCONNECTION OF ELECTRIC SERVICE**

In the event of non-payment, NSPI may disconnect a customer on two business days' notice. In the event of a dispute under the tariff, the complaint will be made directly to the Board for resolution, as opposed to the Dispute Resolution Officer.

**SPECIAL CONDITIONS**

- (1) The price, terms and conditions (including any modification in special conditions associated with the rate(s) under which the customer purchased power and energy prior to taking service under this rate) shall be established jointly by NSPI and the customer, following the procedure outlined in Attachment A.
- (2) The price, terms and conditions offered under this rate shall be determined on a customer by customer basis.
- (3) The price, terms and conditions offered under this rate shall be submitted by NSPI to the UARB for approval.

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**ATTACHMENT A**

This attachment outlines procedures by which the requirements of Availability Clause (1) and Special Condition (1) are to be satisfied.

- (1) The customer shall apply in writing to take service under this rate, outlining the available alternate supply option or the potential for closure due to economic distress and the rationale for seeking service under the load retention rate.
- (2) Upon written application by a customer to take service under this rate which meets the requirements of clause (1) above, the UARB shall direct that NSPI conduct a screening to determine whether the implementation of these procedures is warranted.
- (3) Subject to (2), NSPI and the customer shall proceed to implement these procedures and establish a load retention price, with appropriate terms and conditions.
- (4) Should there be disagreement between NSPI and the customer with respect to the decision to proceed, the customer may ask the UARB to adjudicate.
- (5) These procedures shall be applied on a customer by customer basis.
- (6) To protect confidential NSPI and customer data, none of the data or analysis used in the implementation of these procedures, nor any results thereof, including the recommended price, terms and conditions, shall be required to be publicly disclosed.
- (7) The economic feasibility of the customer's option to supply some or all of its own load shall be established where it can be shown that under reasonable assumptions the cost of electricity to the customer from that option is expected to be lower than the cost to the customer of continuing to purchase electricity from NSPI.
- (8) The cost to the customer of the alternate supply shall reflect all appropriate factors, including but not limited to:
  - Capital costs
  - Fixed and Variable Operating costs
  - Fuel costs (short and long term, contracts, etc.)
  - Ancillary Services costs (electric)
  - Steam production and steam backup costs (where appropriate)
  - Contributions-in-aid of construction (where NSPI's system must be modified to accommodate the customer's generator)
  - Expected Service Life
  - Salvage Value
  - Electric sales/purchases (where the customer's generator output does not match customer requirements)



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- Depreciation and/or Capital Cost Allowance
  - Taxes
  - Appropriate return
- (9) The technical feasibility of the customer's alternate supply shall reflect all appropriate factors, including but not limited to:
- Technology maturity and proven performance level
  - Site specific considerations (space requirements, availability of cooling water, fuel handling, etc.)
  - Environmental acceptability (air emissions, solid waste management, etc.)
  - Modifications to NSPI's transmission and/or distribution system to accommodate the new generation and/or to supply ancillary services.
  - Metering systems
  - Where cogen is involved, compatibility of steam versus electric requirements.
- (10) If the customer is applying for a load retention rate on the basis of economic distress, the customer shall provide NSPI and the UARB proof of economic distress, the adequacy of which shall be determined by the UARB prior to approving any proposed rate, including:
- Current and historical financial information for a minimum of at least three (3) fiscal years of the customer
  - Evidence of activities undertaken by the customer in the last three (3) years to reduce costs
  - Affidavit of a senior executive of the customer or its parent indicating the need for the requested load retention rate. Whether the affidavit is provided by an executive of the customer or the parent must be consistent with whether it will be the customer or parent who will make the decision to leave NSPI's system in the absence of the load retention rate. Further the affidavit should include
    - An analysis of the market in which the customer operates
    - Identification of the factors other than electricity costs that are contributing to the economic hardship
    - The customer's plan to address the above factors
    - An estimate of the electricity price that could alleviate the economic hardship
    - An estimate of the probability that the customer will leave NSPI's system if the requested load retention rate is not granted
  - Such other information as reasonably requested by NSPI or the UARB.
- (11) The impact on NSPI's other customers of losing the customer load in question, shall be determined using NSPI's forecasting and planning models (as appropriate) to compare scenarios that include either the customer's move to an alternate supply or cessation of

operations, as the case may be, with scenarios that assume the customer continues to be supplied by NSPI.

- (12) Where the impact on NSPI's other customers can be mitigated by offering the customer in question a load retention rate, NSPI and the customer shall determine an appropriate rate for the customer. This shall include the price (which may be formula-driven), and any other terms and conditions, including (where relevant) a suggested term and any appropriate renewal guidelines.

**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.

**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.

### **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.

**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

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.

**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

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:

<b>Power Factor</b>	<b>Constant</b>	<b>Power Factor</b>	<b>Constant</b>
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.

## 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) true 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.

**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.

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.

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.
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.

**OTHER**

**ENERGY CHARGE**

15.820 cents per kilowatt hour for all metered kilowatt hours per month.

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatthour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**AVAILABILITY**

This rate is available to all outdoor recreational lighting for the period May through October only.



**(A) STREET AND AREA LIGHTING**

**AVAILABILITY:**

These rates shall be applicable to the supply, operation and maintenance, or where indicated, operation and maintenance only, of street and area lighting. Except where otherwise indicated, the rates apply to fixtures operating for approximately 4000 hours per year. Maintenance does not include globe washing, cleaning, repair, or replacement of parts or bulbs necessitated by vandalism. Such costs will be charged to the customer.

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in Cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**RATES**

**(1) INCANDESCENT**

<b>Rate Code</b>	<b>Watts</b>	<b>kWh/Mo.</b>	<b>\$/Mo.</b>	<b>Other</b>
a) <u>Operating, Maintenance and Capital (Full Charge)</u>				
001	300 and less	97	22.14	
002	Greater than 300	154	31.13	
b) <u>Operating Only</u>				
003	300 and Less	97	15.10	

## (2) MERCURY VAPOUR

Rate Code	Watts	kWh/Mo.	\$/Mo.	Other
a) <u>Operating, Maintenance and Capital (Full Charge)</u>				
100	100	43	\$15.06	
101	125	52	17.97	
102	175	69	18.85	
103	250	97	23.95	
104	400	154	32.90	
105	700	260	50.59	
106	1000	363	67.65	
107	250	212	39.81	Continuous Operation
b) <u>Operating and Maintenance Only</u>				
201	125	52	\$14.96	
202	175	69	15.88	
203	250	97	20.26	
204	400	154	29.13	
205	700	260	45.64	
206	1000	363	61.67	
c) <u>Operating Only</u>				
301	125	52	\$8.09	
302	175	69	10.72	
303	250	97	15.10	
304	400	154	23.97	
305	700	260	40.48	
306	1000	363	56.51	

(3) **FLUORESCENT**

Rate Code	Bulb Length	Number of Bulbs/Unit	kWh/Mo.	\$/Mo.	Other
a) <u>Operating, Maintenance and Capital (Full Charge)</u>					
110	24	2	30	\$17.42	
111	48	2	85	26.23	
112	72	2	116	31.54	
113	72	4	222	49.15	
114	96	1	47	20.59	
115	72	1	60	22.23	
116	48	4	166	39.42	
b) <u>Operating and Maintenance Only</u>					
213	72	4	222	\$44.85	
214	96	1	47	17.62	
215	72	1	60	19.65	
216	48	4	166	36.17	
217	48	1	49	17.92	
218	48	2	85	23.54	
c) <u>Operating Only</u>					
330	35	4	47	7.31	

(4) **FLUORESCENT CROSSWALK**a) Continuous Burning - Operating Only

117	72	4	486	\$59.15	
118	24	2	66	8.02	
119	48	4	364	44.32	
120	96	2	254	30.93	
150	96	4	613	74.62	

(4) **FLUORESCENT CROSSWALK (cont.)**

b) Photocell Operation - Operating Only

310	24	2	30	\$4.68
311	48	4	166	25.86
312	72	2	116	18.08
313	72	4	222	34.54
314	96	1	47	7.31
315	72	1	60	9.34
350	96	4	280	43.60

(5) **LOW PRESSURE SODIUM**

Rate Code	Watts	kWh/Mo.	\$/Mo.	Other
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a) Operating, Maintenance and Capital (Full Charge)

130	135	60	\$30.60
131	180	80	36.30
132	90	45	28.26

b) Operating and Maintenance Only

231	180	80	27.92
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c) Operating Only

331	180	80	12.45
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(6) **HIGH PRESSURE SODIUM**

a) Operating, Maintenance and Capital (Full Charge)

121	250	100	\$23.94	
122	400	150	31.84	
123	70	32	13.15	
124	100	45	15.20	
125	150	65	18.50	
126	100	99	25.39	Continuous Operation

(6) **HIGH PRESSURE SODIUM** (cont'd)

Rate Code	Watts	kWh/Mo.	\$/Mo.	Other
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b) Operating and Maintenance Only

221	250	100	\$20.73	
222	70	32	10.13	
223	100	45	12.16	
224	150	65	15.28	

c) Operating Only

321	250	100	\$15.57	
322	70	32	4.97	
323	100	45	7.00	
324	150	65	10.12	
326	400	150	23.35	
327	500	183	28.50	
328	1000	363	56.52	
329	1500	500	77.84	

(7) **METALLIC ADDITIVE**a) Operating, Maintenance and Capital (Full Charge)

140	400	150	\$35.41	
141	1000	360	73.99	
142	250	100	31.69	
143	150	67	26.54	
144	100	50	23.90	

b) Operating Only

341	1000	360	\$56.05	
342	400	150	23.35	
343	250	100	15.57	
344	175	75	11.68	
345	150	67	10.42	
346	100	50	7.78	

(8) **LIGHT EMITTING DIODE (LED) LESS THAN 30 WATTS FOR TRAFFIC CONTROL SIGNALS ONLY**

Rate Code	\$/Mo.	Other
530	\$0.39	Non – Continuous
531	\$0.66	Continuous

(9) **LIGHT EMITTING DIODE (LED) – Operating Only**

Rate Code	Watts	kWh/Mo.	\$/Mo.	Other
532	44	15	\$2.34	
533	66	22	3.43	
534	88	29	4.51	
535	92	31	4.83	
536	105	35	5.45	
537	170	57	8.87	
539	110	37	5.76	
540	65	22	3.43	
541	55	18	2.80	
542	83	28	4.36	
543	48	16	2.49	
544	72	24	3.74	

(10) **LIGHT EMITTING DIODE (LED) – Operating & Capital Only (full charge)<sup>1</sup>**

Rate Code	Watts	kWh/Mo.	\$/Mo.	Other
615	44	15	\$9.52	
616	55	18	9.98	
623	28	9	8.58	
624	50	17	9.83	
625	72	24	10.92	
626	100	33	12.32	
627	200	67	17.61	

<sup>1</sup> While fixture maintenance costs associated with LED streetlights may occur, this component is currently not reflected in the rates. Per the Energy-efficient Appliances Regulations, NS Power is required to replace its roadway streetlights with LED units by December 31, 2019. During the transition period, NS Power will bill non-LED roadway streetlights at the applicable LED streetlight rate.

**(B) MISCELLANEOUS LIGHTING**

**DEMAND CHARGE**

\$11.777 per month per kilowatt of connected load.

**ENERGY CHARGE**

13.846 cents per kilowatt hour for the first 200 kilowatt hours per month per kilowatt of connected load.

9.320 cents per kilowatt hour for all additional kilowatt hours.

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**MAXIMUM PER KWH CHARGE/MINIMUM BILL**

The maximum charge per kWh will be that for a billing load factor of 10% except that the minimum monthly bill for the electric power and energy portion of the Miscellaneous Lighting Rate shall be \$17.51 per month if such unmetered service is billed separately from any metered account.

**CAPITAL CHARGE:** (if applicable)

Depreciation based on a 25 year life, and interest at the Company's long term rate shall be used to determine the monthly capital charge.

**MAINTENANCE CHARGE:** (if applicable)

Cost of normal fixture maintenance and bulb replacement on the basis of current cost levels shall be used to calculate the monthly maintenance charge.

This portion of the rate does not include any provision for globe washing or cleaning. Repair or replacement of parts or bulbs necessitated by vandalism will be charged to the customer.

**AVAILABILITY:**

This rate shall be applicable to the supply, operation and maintenance of lighting units not provided for under the Street and Area Lighting rate.

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EFFECTIVE: JANUARY 1, 2017

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**(C) MISCELLANEOUS SMALL LOADS**

**DEMAND CHARGE**

\$11.777 per month per kilowatt of connected load.

**ENERGY CHARGE**

13.846 cents per kilowatt hour for the first 200 kilowatt hours per month per kilowatt of connected load.

9.320 cents per kilowatt hour for all additional kilowatt hours.

The flat rate calculation (using a 30 day month) will be based on the specific information of each service using the above rate. The charge will be expressed in cents per kWh per month and will be rounded to hundredths of a cent in its application.

**DSM COST RECOVERY RIDER**

The Demand Side Management Cost Recovery Charge (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the Demand Side Management Cost Recovery Rider, shall apply, in addition to the energy charge.

**FUEL ADJUSTMENT MECHANISM (FAM)**

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

**MAXIMUM PER KWH CHARGE/MINIMUM BILL**

The maximum charge per kWh will be that for a billing load factor of 10% except that the minimum monthly bill shall be \$17.51 per month if such unmetered service is billed separately from any metered account.

**AVAILABILITY:**

A flat rate shall be calculated for any service requiring the supply of power and energy only, with a predeterminable usage, and where metering is considered to be impractical, such as: Telephone Booths, Cable Vision Power Supplies, Traffic Control Lights, Police Telephones, Railway Signals, etc.



# **RIDERS**

**APPLICABILITY:**

This schedule is a mandatory rider to all electric rate schedules, except the following tariffs: Generation Replacement and Load Following, Extra High Voltage Time-of-Use Real Time Pricing, High Voltage Time-of-Use Real Time Pricing, Distribution Voltage Time-of-Use Real Time Pricing. FAM adjustments will apply to the Standard Energy Charge of the Extra Large Industrial 2P-RTP tariff. FAM adjustments will apply to Additional Energy supplied under the Mersey System Agreement when Additional Energy is priced at a tariff to which FAM adjustments apply.

**FUEL ADJUSTMENT:**

The applicable charges for electric service to the Company's retail and municipal customers shall be increased or decreased to the nearest 0.001 cents per kWh to recover or credit the difference in actual fuel cost from the costs in base rates in accordance with the following rate class-specific formula:

$$\text{Fuel Adjustment Rider} = \text{AA} + \text{BA}$$

Where:

“AA” is a rate class-specific Actual Adjustment which is the difference between fuel-related costs recovered from a rate class through the application of the base rates during the previous calendar year and the actual Fuel Costs incurred and allocated to the rate class for the same time period. The actual fuel costs will include the same cost items as base fuel costs.

“BA” is a rate class-specific Balance Adjustment which accounts for any over- or under-collections which have occurred as a result of prior adjustments.

**SPECIAL CONDITIONS:****(1) Base Cost of Fuel**

The Base Cost of Fuel can be re-set in a General Rate Application or, absent a General Rate Application, every second year as part of the FAM adjustment process. Changes in the Base Cost of Fuel will be reflected in customers' rates going forward and will be applied to each customer class in a manner consistent with the then-current Board-approved Cost of Service Methodology.

**(2) Incentive**

For a total fuel cost variance of up to \$50 million dollars (Actual Fuel Costs - [(Actual Sales) x (Base Fuel Cost \$/Mwh)] ), 90% of any savings or increase in cost will be credited or charged to customers. The portion of any variance that is in excess of \$50 million dollars will be fully applied in the calculation of the “AA”. Credits or charges will be applied to the energy component of rates on a cents per kWh basis.

**(3) Load Migration to non-FAM classes**

A customer transitioning its load, whether in whole or in part, from a FAM class to a non-FAM class will have its outstanding, fuel cost imbalance settled in full as soon as it can be determined. The determination will take place in the FAM proceeding concerned with apportionment of fuel costs incurred in the period in question.

The applicable charges by rate class for the calendar year 2017 effective on and after January 1<sup>st</sup>, are as follows.

<b>Rate Class</b>	<b>Actual Adjustment ( AA) in cents per kWh</b>	<b>Balance Adjustment ( BA) in cents Per kWh</b>	<b>FAM AA/BA Combined in Cents per kWh</b>
<b>Domestic Service</b>	0.000	0.000	0.000
<b>Domestic Service Time of Day</b>	0.000	0.000	0.000
<b>Small General</b>	0.000	0.000	0.000
<b>General</b>	0.000	0.000	0.000
<b>Large General</b>	0.000	0.000	0.000
<b>Small Industrial</b>	0.000	0.000	0.000
<b>Medium Industrial</b>	0.000	0.000	0.000
<b>Large Industrial Firm</b>	0.000	0.000	0.000
<b>Large Industrial Interruptible</b>	0.000	0.000	0.000
<b>Municipal</b>	0.000	0.000	0.000
<b>Unmetered</b>	0.000	0.000	0.000

# **RENEWABLE TO RETAIL**



**NOVA SCOTIA POWER INCORPORATED**

**DISTRIBUTION TARIFF**

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1. **DEFINITIONS**

In this Distribution Tariff, the following terms shall have the following meanings:

**Act:** The *Electricity Act*, S.N.S. 2004, c. 25, as amended from time to time.

**Ancillary Services:** Services that are necessary to support the transport of capacity and energy from generation resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

**Board:** The Nova Scotia Utility and Review Board.

**Bundled Service:** Electrical service taken from NS Power under NS Power tariffs approved by the Board. This takes the form of having generation, transmission, distribution, Ancillary Services and all other items associated with the provision of such service blended or bundled within the rate. For certainty, Bundled Service does not include services taken from NS Power under the Distribution Tariff, the Energy Balancing Service Tariff, the Standby Service Tariff or the Renewable to Retail Market Transition Tariff.

**Customer Information:** Information including, but not limited to, the name, telephone number, mailing address, e-mail address, service address, site contact name, site contact telephone number and information regarding electricity consumption, class of service and payment history of a Retail Customer or an RtR customer, as applicable.

**Demand Side Management Recovery Charges:** Costs of demand side management programs that NS Power is entitled to recover from RtR Customers.

**Distribution System:** NS Power's facilities and equipment (generally rated at less than 69 kV) used to distribute electricity to ultimate usage points such as homes and industries either directly from nearby generators or from interchanges from the Transmission System.

**Distribution System Access:** The services provided by NS Power to the RtR Customer under the Distribution Tariff provide for the connection of the RtR Customer to the Distribution System, but does not include the provision of electricity. These services are comprised of delivery of electricity on the distribution system and related services including connections, disconnections, line and service extensions, inspection services,

meter services, power restoration, meter reading, and customer service, all in accordance with applicable NS Power Regulations.

**Distribution Tariff:** This Distribution Tariff, its terms and conditions and all appendices and attachments referenced herein, including the Distribution Tariff Rate Schedules.

**Distribution Tariff Rate Schedules:** The rate schedules attached hereto as Appendix A which outline the pricing and availability provisions for Distribution System Access.

**DT Charges:** This term shall have the meaning set out in Section 11.2.

**Good Utility Practice:** Those practices, methods or acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America) that at a particular time, in the exercise of reasonable judgment, would have been expected to accomplish the desired result in a manner consistent with regulations, reliability, safety, environmental protection, economy and expedition as applied and practiced in the utility industry with respect to power generation, delivery, purchase and sale.

**Licensed Retail Supplier (LRS):** A Retail Supplier who:

- (a) holds a valid Retail Supplier Licence; and
- (b) has a valid LRS Participation Agreement executed with NS Power. For certainty, a Wholesale Customer is not a Licensed Retail Supplier.

**LRS Participation Agreement:** The agreement (and any amendments or supplements thereto) between a Licensed Retail Supplier and NS Power with respect to the sale of renewable low-impact electricity by the LRS in the form approved by the Board.

**NS Power:** Nova Scotia Power Incorporated.

**NS Power Regulations:** NS Power Regulations approved by the Board pursuant to the *Public Utilities Act* (Nova Scotia) as such regulations may be amended from time to time with the approval of the Board.

**Open Access Transmission Tariff (OATT):** NS Power's Open Access Transmission Tariff, as approved by the Board.

**Province:** Province of Nova Scotia



**Real Power Losses:** Resistive losses occurring as the result of current flow through primary distribution feeders, distribution transformers, secondary conductors and service drops.

**Reasonable Efforts:** With respect to an action required to be attempted or taken by a party, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a party would use to protect its own interests.

**Renewable Low-Impact Electricity:** This term has the same meaning as in the Renewable Electricity Regulations (Nova Scotia).

**Retail Supplier:** This term has the same meaning as under the Act.

**Retail Supplier Licence:** A Retail Supplier licence issued by the Board in accordance with the Act and regulations made thereunder which authorizes a person to sell renewable low-impact electricity generated within the Province.

**Retail Customer:** This term has the same meaning as under the Act. For certainty, a customer of a municipal utility (as defined under the Act) is not a Retail Customer for the purposes of this Distribution Tariff.

**RtR Customer:** A Retail Customer who is acquiring renewable low-impact electricity from an LRS at an individual RtR Customer Premises and is not receiving Bundled Service from NS Power at that RtR Customer Premises.

**RtR Customer Premises:** A premises that is provided with electricity through a single meter and, as the context requires, either:

- (a) a complete building such as an office building, factory or house; or
- (b) a part of a building such as a suite of offices in an office building or an apartment in an apartment building, and in such cases the part of the building occupied must be contiguous and include no space not controlled by the customer; or
- (c) a group of buildings served by one electric service and at its discretion accepted by NS Power as one RtR Customer for LRS billing purposes.

**RtR Customer Transaction Request Application:** A NS Power document to be used by a Licenced Retail Supplier for the purpose of applying to NS Power to accept and process RtR Customer transactions.

**Transmission Provider:** NS Power.

**Transmission Services:** The services obtained by market participants under the terms and conditions of the OATT to access the Transmission System for the purpose of transporting electric energy and Ancillary Services.

**Transmission System:** The facilities, generally rated at 69 kV and above, owned, controlled or operated by the Transmission Provider that are used to provide transmission service under the OATT.

**Wholesale Customer:** This term has the same meaning as under the Act.

2. **PURPOSE OF THE DISTRIBUTION TARIFF**

In accordance with the provisions of the Act and the regulations made thereunder, NS Power will, subject to the terms of this Distribution Tariff, provide Distribution System Access to RtR Customers to enable the connection of the RtR Customer to the Distribution System.

3. **SCOPE OF THE DISTRIBUTION TARIFF**

The Distribution Tariff is applicable to all RtR Customers connected to the Distribution System.

This Distribution Tariff is not applicable to RtR Customers directly connected to the Transmission System. Transmission-connected RtR Customers must have their Transmission System access arranged by the LRS under the provisions of the OATT.

The Distribution Tariff outlines the terms and conditions that apply to the provision of Distribution System Access to RtR Customers.

The Distribution Tariff Rate Schedules apply to the provision of Distribution System Access.

4. **BOARD APPROVAL**

The Distribution Tariff has been approved by the Board.

Nothing contained in the Distribution Tariff shall be construed as affecting in any way the right of NS Power to make application to the Board for a change in any rates (including the Distribution Tariff Rate Schedules), terms and conditions, charges, classification of service, rules or regulations.

5. **APPENDICES**

For greater certainty, Appendix A attached hereto forms part of the Distribution Tariff.

6. **APPLICABILITY OF NS POWER REGULATIONS TO THE RTR CUSTOMER**

The NS Power Regulations apply to an RtR Customer receiving Distribution System Access.

**7. NS POWER RESPONSIBILITIES**

NS Power shall be responsible for:

- (a) provision of Distribution System Access;
- (b) processing RtR Customer Transaction Request Applications that are received from an LRS on behalf of the RtR Customer;
- (c) providing billing data for the RtR Customer's Distribution Tariff charges for inclusion on the RtR Customer's invoice; and
- (d) acting as the point of contact for RtR Customers for matters related to the provision of Distribution Access Service.

NS Power shall not be responsible to the RtR Customer for the supply of electricity (whether renewable low-impact electricity or otherwise) which the RtR Customer shall be obligated to obtain from an LRS.

NS Power shall not be responsible for monitoring, reviewing or enforcing contracts or arrangements between the RtR Customer and the LRS and shall not be liable for any loss, damages, cost, injury, expense or other liability, whether direct, indirect, consequential or special in nature, howsoever caused, as a result of the LRS's failure to perform its obligations to its RtR Customer(s).

**8. RtR CUSTOMER RESPONSIBILITIES**

The RtR Customer shall be responsible for:

- (a) payment of all fees and charges arising in connection with the Distribution Tariff;
- (b) compliance with the terms and conditions of the Distribution Tariff and the NS Power Regulations;
- (c) obtaining a supply of renewable low-impact electricity from an LRS; and
- (d) all contractual arrangements with an LRS for the supply of renewable low-impact electricity.

## 9. INTERRUPTION OF DISTRIBUTION SYSTEM ACCESS

Notwithstanding any term of this Distribution Tariff, NS Power shall have the right to suspend or interrupt, in whole or in part, the provision of Distribution System Access for the purpose of safeguarding life or property, for making repairs, changes, renewals, improvements or replacements to the Distribution System provided NS Power shall make Reasonable Efforts to ensure all such suspensions or interruptions are of a minimum duration consistent with the exigencies of the case, provided, however, any such suspensions or interruptions shall not release the RtR Customer from its obligation to pay all charges pursuant to this Distribution Tariff during the period of any such suspensions or interruption and to resume the use of power and energy when the supply is restored.

### 9A. LIMITATION OF LIABILITY

- (a) NS Power shall not be responsible for any claim, loss, cost, liability, action, judgment, suit, proceeding, expense, disbursement or damage whatsoever arising, either directly or indirectly, whether in contract or tort (including negligence) or otherwise, in respect of any interruptions, diversions, curtailments, or other procedures necessary to maintain the efficient and effective operation of the Distribution System or the Transmission System. This would include all Distribution Access Service as permitted by this Distribution Tariff.
- (b) NS Power not liable for damages in respect of any delay, interruption or other partial or complete failure in supplying Distribution System Access where such damages are caused by something which is beyond the ability of the Company to control by reasonable and practicable effort.
- (c) Notwithstanding any other provision herein or applicable law to the contrary, NS Power shall not be liable for:
  - i. any indirect or consequential loss or incidental or special damages, including, without limitation, any punitive or aggravated damages;
  - ii. any loss of profit, loss of contract, loss of opportunity or loss of goodwill;  
or
  - iii. damages for loss of use,

arising, directly or indirectly, with the performance or delivery of the Distribution Access Service or any other obligations of NS Power under this Distribution Tariff, including but not limited to interruptions, diversions, curtailments or suspensions of any of the Distribution Access Services or from any acts or omissions of its employees and agents, and whether arising in contract, indemnity, tort (including negligence) or any other legal theory.

10. **METERING**

10.1. **Provision and Ownership**

NS Power will provide, install and seal all revenue class meters as necessary for application of this Distribution Tariff. The meters will be used for determining charges for Distribution System Access under the Distribution Tariff applicable to the RtR Customers.

Interval meters with remote polling capability shall be installed for all RtR Customers.

All meters and associated revenue metering equipment shall remain the property of NS Power. All revenue metering equipment installations shall meet the requirements under the Electricity and Gas Inspection Act regulations in effect at the time.

RtR Customer metering requirements are set out in the NS Power Regulations Section 4 - Metering.

10.2. **Meter Reading**

RtR Customer meter reading requirements are set out in NS Power Regulations Section 5 – Meter Reading and Billing.

11. **BILLING**

11.1. **Application of Distribution Tariff Rates**

The Distribution Tariff amounts payable by the RtR Customer will be calculated by NS Power using the RtR Customer's meter readings and the Distribution Tariff Rate Schedule applicable to the RtR Customer's rate class.

If the operational or consumption characteristics of the RtR Customer change, such that the RtR Customer, in NS Power's determination, no longer qualifies for its current rate class, NS Power shall apply a Distribution Tariff rate appropriate to the RtR Customer's new operational or consumption characteristics.

**11.2. Billing**

Unless NS Power directs otherwise, the RtR Customer shall be invoiced by the LRS and will pay the LRS for any charges or fees, inclusive of all applicable taxes, owing by the RtR Customer to NS Power under this Distribution Tariff (DT Charges).

For greater certainty, the DT Charges shall include:

- (a) All fees and charges for the provision of Distribution System Access under this Distribution Tariff;
- (b) Demand Side Management Recovery Charges;
- (c) any applicable costs incurred by NS Power resulting from performance of repairs, changes, renewals, improvements or replacements outside of normal working hours, at the RtR Customer's request; and
- (d) Other items as may be approved by the Board.

NS Power may, at its discretion, include fees for any special customer services provided at the LRS's or the RtR Customer's request, pursuant to NS Power Regulation 7.1 - Schedule of Charges.

The RtR Customer consents to NS Power providing the LRS with Customer Information for the purposes of facilitating the billing arrangements between the LRS and the RtR Customer.

The RtR Customer acknowledges and agrees that unless NS Power directs otherwise, it shall be responsible to the LRS with respect to all matters relating to the payment and collection of the DT Charges and any other amounts owing by it under this Distribution Tariff.

The RtR Customer shall not make or bring any claim, action or demand against NS Power arising out of or in any way attributable to the collection of the DT Charges by the LRS, its servants, agents or employees.

**11.3. Real Power Losses**

Distribution System Real Power Losses associated with Distribution System Access are incorporated in the Distribution Tariff rates applicable to each RtR Customer's rate class. The RtR Customer is responsible for the costs of such Real Power Losses.



**12. DISCONTINUANCE OF DISTRIBUTION SYSTEM ACCESS BY NS POWER**

For certainty, NS Power may discontinue Distribution System Access to an RtR Customer in accordance with the requirements of NS Power Regulations Section 6 – Collection of Accounts, Regulations 6.1 - Disconnection of Electric Service, 6.2 - Rules Governing Disconnection and 6.3 - Medical Emergency.

**APPENDIX A: DISTRIBUTION TARIFF RATE SCHEDULES**

JANUARY 1, 2017

*\*Note: For certainty, all capitalized terms shall, unless otherwise defined herein, have the meanings ascribed thereto in Distribution Tariff.*

**APPLICABILITY**

This schedule provides charges for Distribution System Access applicable to distribution-connected RtR Customers receiving supply of renewable low-impact electricity from a Licenced Retail Supplier as provided for under the Electricity Act (Nova Scotia).

**CHARGES**

Rate Class	Customer Charge	Distribution Charge	Demand Charge	Minimum Monthly Charge	Transformer Ownership Credit
	\$/month	¢/kWh	\$/kVA	\$/month	\$/kVA
Domestic Service	10.83	2.383	0.000	10.83	0
Domestic Service Time of Day	10.83	2.383	0.000	10.83	0
Small General	12.65	2.197	0.000	12.65	0
General (1)	0	0.000	5.226	12.65	-0.32
Large General (2)	0	0.000	3.224	12.65	-0.32
Small Industrial	0	0.000	4.303	12.65	-0.32
Medium Industrial	0	0.000	3.347	12.65	-0.32
Large Industrial Firm (2) Rate Code 23	0	0.000	2.327	12.65	-0.32
Outdoor Recreational Light Rate	0	3.400	0.000	0	0
Unmetered Service Rates	0	0.000	12.484	17.51	0
Miscellaneous Small Loads	0	0.000	12.484	17.51	0

**Footnotes**

- (1) Demand Charges and credits are applicable to kilowatt (kW) demand.
- (2) Demand Charges and credits are applicable to kilovolt-ampere of maximum (kVA) demand of the current month or the maximum actual demand of the previous December, January or February occurring in the previous eleven months regardless whether service was taken under the bundled or unbundled service.

**MAXIMUM PER KWH CHARGE/MINIMUM BILL**

The same maximum per kWh charges and minimum bills will apply as stated in tariffs for NS Power Bundled Service for each Rate Class listed above.

**AVAILABILITY**

The same Availability conditions will apply as stated in tariffs for NS Power Bundled Service for each Rate Class listed above, saving and excepting the Interruptible Rider to the Large Industrial Tariff (Rate Code 25) which will not apply.

**SPECIAL CONDITIONS**

The same Special Conditions will apply as stated in tariffs for NS Power Bundled Service for each Rate Class listed above, saving and excepting the Interruptible Rider to the Large Industrial Tariff (Rate Code 25) which will not apply.

**(A) STREET AND AREA LIGHTING**

**RATES**

**(1) INCANDESCENT**

<b>Rate Code</b>	<b>Watts</b>	<b>kWh/Mo.</b>	<b>\$/Mo.</b>	<b>Other</b>
a) <u>Operating, Maintenance and Capital (Full Charge)</u>				
001	300 and less	97	\$10.67	
002	Greater than 300	154	12.92	
b) <u>Operating Only</u>				
003	300 and Less	97	3.63	

**(2) MERCURY VAPOUR**

<b>Rate Code</b>	<b>Watts</b>	<b>kWh/Mo.</b>	<b>\$/Mo.</b>	<b>Other</b>
a) <u>Operating, Maintenance and Capital (Full Charge)</u>				
100	100	43	\$9.98	
101	125	52	11.82	
102	175	69	10.69	
103	250	97	12.48	
104	400	154	14.69	
105	700	260	19.85	
106	1000	363	24.74	
107	250	212	17.63	Continuous Operation
b) <u>Operating and Maintenance Only</u>				
201	125	52	\$8.81	
202	175	69	7.72	
203	250	97	8.79	
204	400	154	10.92	
205	700	260	14.90	
206	1000	363	18.76	
c) <u>Operating Only</u>				
301	125	52	\$1.94	
302	175	69	2.56	

JANUARY 1, 2017

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303	250	97	3.63
304	400	154	5.76
305	700	260	9.74
306	1000	363	13.60

**(3) FLUORESCENT**

<b>Rate Code</b>	<b>Bulb Length</b>	<b>Number of Bulbs/Unit</b>	<b>kWh/Mo.</b>	<b>\$/Mo.</b>	<b>Other</b>
a)	<u>Operating, Maintenance and Capital (Full Charge)</u>				
110	24	2	30	13.87	
111	48	2	85	16.18	
112	72	2	116	17.82	
113	72	4	222	22.90	
114	96	1	47	15.03	
115	72	1	60	15.14	
116	48	4	166	19.80	
b)	<u>Operating and Maintenance Only</u>				
213	72	4	222	\$18.60	
214	96	1	47	12.06	
215	72	1	60	12.56	
216	48	4	166	16.55	
217	48	1	49	12.13	
218	48	2	85	13.49	
c)	<u>Operating Only</u>				
330	35	4	47	1.75	

(4) **FLUORESCENT CROSSWALK**

a) Continuous Burning - Operating Only

117	72	4	486	\$8.30
118	24	2	66	1.12
119	48	4	364	6.24
120	96	2	254	4.35
150	96	4	613	10.48

(4) **FLUORESCENT CROSSWALK (cont.)**

b) Photocell Operation - Operating Only

310	24	2	30	\$1.13
311	48	4	166	6.24
312	72	2	116	4.36
313	72	4	222	8.29
314	96	1	47	1.75
315	72	1	60	2.25
350	96	4	280	10.50

(5) **LOW PRESSURE SODIUM**

Rate Code	Watts	kWh/Mo.	\$/Mo.	Other
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a) Operating, Maintenance and Capital (Full Charge)

130	135	60	\$23.51	
131	180	80	26.85	
132	90	45	22.94	

b) Operating and Maintenance Only

231	180	80	18.47	
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c) Operating Only

331	180	80	3.00	
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(6) **HIGH PRESSURE SODIUM**

a) Operating, Maintenance and Capital (Full Charge)

121	250	100	\$12.12	
122	400	150	14.11	
123	70	32	9.37	
124	100	45	9.88	
125	150	65	10.81	
126	100	99	15.03	Continuous Operation



(6) **HIGH PRESSURE SODIUM (cont'd)**

<b>Rate Code</b>	<b>Watts</b>	<b>kWh/Mo.</b>	<b>\$/Mo.</b>	<b>Other</b>
b) <u>Operating and Maintenance Only</u>				
221	250	100	\$8.91	
222	70	32	6.35	
223	100	45	6.84	
224	150	65	7.59	
c) <u>Operating Only</u>				
321	250	100	\$3.75	
322	70	32	1.19	
323	100	45	1.68	
324	150	65	2.43	
326	400	150	5.62	
327	500	183	6.86	
328	1000	363	13.61	
329	1500	500	18.73	

(7) **METALLIC ADDITIVE**

a) <u>Operating, Maintenance and Capital (Full Charge)</u>				
140	400	150	\$17.68	
141	1000	360	31.42	
142	250	100	19.87	
143	150	67	18.62	
144	100	50	17.99	
b) <u>Operating Only</u>				
341	1000	360	\$13.48	
342	400	150	5.62	
343	250	100	3.75	
344	175	75	2.81	
345	150	67	2.50	
346	100	50	1.87	

**(8) LIGHT EMITTING DIODE (LED) LESS THAN 30 WATTS FOR TRAFFIC CONTROL SIGNALS ONLY**

<b>Rate Code</b>	<b>\$/Mo.</b>	<b>Other</b>
530	\$0.06	Non – Continuous
531	\$0.09	Continuous

**(9) LIGHT EMITTING DIODE (LED) – Operating Only**

<b>Rate Code</b>	<b>Watts</b>	<b>kWh/Mo.</b>	<b>\$/Mo.</b>
532	44	15	\$0.56
533	66	22	0.82
534	88	29	1.09
535	92	31	1.16
536	105	35	1.31
537	170	57	2.13
539	110	37	1.39
540	65	22	0.82
541	55	18	0.67
542	83	28	1.05
543	48	16	0.60
544	72	24	0.90

**(10) INTERIM LIGHT EMITTING DIODE (LED) – Operating & Capital Only \***

<b>Rate Code</b>	<b>Watts</b>	<b>kWh/Mo.</b>	<b>\$/Mo.</b>	<b>Other</b>
615	44	15	\$7.74	
616	55	18	7.85	
623	28	9	7.52	
624	50	17	7.82	
625	72	24	8.08	
626	100	33	8.42	
627	200	67	9.69	

\* While fixture maintenance costs associated with LED streetlights may occur, this component is currently not reflected in the rates.

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## **ENERGY BALANCING SERVICE**

The Energy Balancing Service is a supplemental generation service provided to Licenced Retail Suppliers (LRS) in respect of the Licenced Retail Supplier's RtR Customers utilizing the production from renewable low-impact generators. The service consists of delivery of complementary energy to RtR Customers and reception of surplus generation from qualifying generators. The service is required to be taken in conjunction with Standby Service under the Standby Service Tariff so that the reliability of service to RtR Customers is equivalent to that provided under Bundled Service. For the purposes of this Energy Balancing Service Tariff, hourly LRS load in excess of generation is defined as top-up energy and hourly generation in excess of LRS load is defined as spill energy.

All capitalized terms herein shall, unless otherwise defined herein, have the meanings ascribed thereto in the LRS Terms and Conditions.

## **AVAILABILITY**

This Energy Balancing Service Tariff is applicable to the LRS in order to facilitate the purchase of renewable low-impact electricity by RtR Customers.

This Energy Balancing Service Tariff is provided under the following terms and conditions:

- (1) The LRS must have a valid LRS Participation Agreement executed with NS Power; and
- (2) The LRS must be providing service to RtR Customers.

## **APPLICABILITY**

- (1) An LRS taking service under this Energy Balancing Service Tariff shall also take service under the OATT, the Standby Service Tariff, and the Renewable to Retail Market Transition Tariff.
- (2) The service under this Energy Balancing Service Tariff is based on metered energy quantities, and is independent of the LRS's forecasts. OATT Schedule 4 is not applicable, but the Generation Forecasting Service under Schedule 4A of the OATT is applicable.
- (3) The hourly top-up and spill quantities are determined at the delivery point from the transmission system. The hourly top-up quantity equals the excess in each hour, if positive, of the LRS's aggregate customer load adjusted by the addition of distribution losses over the aggregate renewable low impact electricity supplied by the LRS or its contracted generation adjusted by the deduction of transmission losses. The hourly spill

quantity equals the excess in each hour, if positive, of the aggregate renewable low impact electricity supplied by the LRS or its contracted generation adjusted by the deduction of transmission locational losses, as applicable to the geographic zone in which the generating facility is interconnected, over its aggregate customer load adjusted by the addition of distribution losses. The locational loss values will be published by the NS Power System Operator. The aggregate hourly load quantities are determined in accordance with the applicable provisions in the LRS Terms and Conditions.

- (4) To qualify for this service, the LRS must ensure that the imbalance between low impact renewable generation and energy consumption over the established compliance period conforms to Section 10 of the Board Electricity Retailers Regulations (Nova Scotia) enacted under the Act.
- (5) Maximum Spill Capacity must be approved by NS Power prior to commencement of service and will be limited to a level agreed as being required to provide the contracted annual amount of participating LRS energy. Spill capacity will be reviewed annually and will include the LRS' proposal to mitigate it on a going forward basis. If NS Power is not satisfied with the LRS' proposal, it may impose a limit on hourly production of the LRS's generation portfolio.

### **ADMINISTRATION CHARGE**

The monthly administration charge is applicable to each LRS and is set annually according to the following formula:

$$\text{Monthly charge} = \frac{\text{forecast annual administration costs}}{\text{forecast number of LRS's subscribed} * 12}$$

This charge will be \$1,112.83 per month.

### **ENERGY CHARGE**

Energy charge for top-up service is made up of the following two components:

- (1) Annually adjusted fuel cost component based on NS Power's incremental cost of serving the LRS's forecasted incremental top-up load.
- (2) Fixed cost adder reflective of fixed cost energy-related generation costs.

<b>Energy Charge Components</b>	<b>Cents per kWh</b>
Fuel Cost	4.668
Fixed Cost Adder	3.168
Total	7.836

The charge is applicable to top-up energy consumed in each hour.

### **ENERGY CREDIT**

4.668 cents per kilowatt hour

The Energy Credit for spill service is set annually and is applicable to spilled energy in each hour.

### **MINIMUM MONTHLY CHARGE**

The minimum monthly charge will be the administration charge

### **SPECIAL CONDITIONS**

- (1) NS Power reserves the right to have a separate service agreement, if in the opinion of NS Power issues not specifically set out herein, must be addressed for the ongoing benefit of NS Power and its customers.
- (2) The LRS's RtR Customers and generators will make all necessary arrangements to ensure that their generation and load do not unduly deteriorate the integrity of the power supply system, either by its design and/or operation. These specific requirements shall be stipulated by way of a written operating agreement.
- (3) In assessing issues which 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.
- (4) Nothing contained in this Energy Balancing Service Tariff or any service agreement shall be construed as affecting or in any way limiting the right of NS Power to make application to the Nova Scotia Utility and Review Board for a change in any rates, terms and conditions, charges, classification of service, service agreement, rule or regulation, including, without limitation, the rates, charge or terms and conditions contained in this Energy Balancing Service Tariff, the Standby Service Tariff or the Renewable to Retail Market Transition Tariff.

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## **STANDBY SERVICE**

Standby Service is a supplemental generation capacity service provided to Licensed Retail Suppliers (LRS). The service is provided in combination with Energy Balancing Service under the Energy Balancing Service Tariff. The service has two components:

**Capacity adequacy service** – fulfillment of the LRS’s obligation to provide or pay for its share of firm capacity required to meet adequacy standards of the Nova Scotia electricity system arising from forced and unforced generation outages. Energy delivered during generation outages will be billed under the Energy Balancing Service Tariff.

**Top-up capacity service** – provision of capacity to support energy delivery through the Energy Balancing Service in respect of imbalance between load and generation.

All capitalized terms herein shall, unless otherwise defined herein, have the meanings ascribed thereto in the LRS Terms and Conditions.

## **AVAILABILITY**

This Standby Service Tariff is applicable to the LRS to facilitate the purchase of renewable low-impact electricity by RtR Customers.

This Standby Service Tariff is provided under the following terms and conditions:

- (1) The LRS must have a valid LRS Participation Agreement executed with NS Power; and.
- (2) The LRS must be providing service to RtR Customers.

## **APPLICABILITY**

- (1) An LRS taking service under this Standby Service Tariff shall also take service under Open Access Transmission Tariff (OATT), the Energy Balancing Service Tariff and the Renewable to Retail Market Transition Tariff.
- (2) The service under this Standby Service Tariff is complementary to the generation ancillary services to the Renewable to Retail market under OATT.
- (3) The aggregate hourly load quantities are determined at the delivery point from the transmission system, inclusive of distribution system losses, in accordance with the provisions of the LRS Terms and Conditions.
- (4) This service is applicable to firm load only.

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**ADMINISTRATION CHARGE**

The monthly administration charge is applicable to each LRS and is set annually according to the following formula:

$$\text{Monthly charge} = \frac{\text{forecast annual administration costs}}{\text{forecast number of LRS's subscribed} * 12}$$

This charge will be \$1,112.83 per month.

**DEMAND CHARGE**

\$5.141 per month, per kilowatt (kW) of monthly standby contract demand.

**MINIMUM MONTHLY CHARGE**

The minimum monthly charge will be the administration charge.

**DETERMINATION OF MONTHLY STANDBY CONTRACT DEMAND**

Monthly Standby Contract Demand (MSCD) in kW is determined using the following formula:

$$\text{MSCD} = \text{LWPF D} - \min(\text{LWPF D}, (\sum_{i=1}^n \text{CC}_i * \text{GC}_i) / (1 + \text{PR}))$$

Where:

LWPF D is LRS Winter Peak Firm Demand in respect of each billing month calculated as follows:

$$\text{LWPF D} = \sum_{i=1}^k (\text{CMPFD}_i * \text{CMDAF}_i)$$

“k” is the number of otherwise applicable bundled service rate classes to RtR customers of LRS.

“CMPFD<sub>i</sub>” is hourly kW Class Monthly Peak Firm Demand of the LRS firm load in each tariff class at the time of system coincident firm load peak in each month at transmission delivery points (i.e. inclusive of distribution system losses). The CMPFD for the unmetered customer class shall be determined by use of research based class load profile data.

“CMDAFi” is the Class Monthly Demand Adjustment Factor applicable to each class as set out below:

Classes	Jan, Feb, Dec	Mar, Apr	May, June	Jul, Aug, Sep	Oct, Nov
Domestic	1.00	1.27	1.67	2.17	1.47
Small General	1.00	1.21	1.32	1.09	1.28
General	1.00	1.12	1.32	1.05	1.19
Large General	1.00	1.05	1.04	0.78	0.99
Small Industrial	1.00	1.06	1.01	0.94	1.00
Medium Industrial	1.00	1.14	1.08	1.01	1.02
Large Industrial Firm	1.00	1.10	1.03	0.89	1.09
Unmetered	1.00	8.24	7.90	7.68	2.28

“PR” is Planning Reserve (%) (based on Northeast Power Coordinating Council planning criteria, i.e., 20% or as updated)

“CCi” is a capacity contribution factor of LRS’ generator to NS Power’s system peak as determined by NS Power. The capacity contribution factor may be the subject of periodic adjustment if operating conditions of the generator, such as a prolonged deration, depart from those assumed by NS Power.

“GCi” is the generator capacity dedicated to serving LRS load.

“n” is the total number of LRS’ generators including those under contract.

**SPECIAL CONDITIONS**

- (1) NS Power reserves the right to have a separate service agreement, if in the opinion of NS Power issues not specifically set out herein, must be addressed for the ongoing benefit of NS Power and its customers.
- (2) The LRS’s RtR Customers and generators will make all necessary arrangements to ensure that their generation and load do not unduly deteriorate the integrity of the power supply system, either by its design or operation. These specific requirements shall be stipulated by way of a written operating agreement.
- (3) In assessing issues which 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.



- (4) Nothing contained in this Standby Service Tariff or any service agreement shall be construed as affecting or in any way limiting the right of NS Power to make application to the Nova Scotia Utility and Review Board for a change in any rates, terms and conditions, charges, classification of service, service agreement, rule or regulation, including, without limitation, the rates, charge or terms and conditions contained in this Standby Service Tariff, the Energy Balancing Service Tariff or the Renewable to Retail Market Transition Tariff.

## **PURPOSE**

Pursuant to Section 3G(2) of the Electricity Act (Nova Scotia), this Renewable to Retail Market Transition Tariff (RTT) is designed to recover from Licenced Retail Suppliers (LRS) NS Power's embedded fixed costs and deferred costs, recovered through Bundled Service, which are not otherwise recovered through other tariffs applicable to the LRS or its RtR Customers. For certainty, for the purposes of this RTT, NS Power's embedded fixed costs include, but are not limited to, generation related fixed costs (e.g. depreciation, cost of financing including return on common equity, income tax and OM&G). Deferred costs of NS Power are those costs approved by the Nova Scotia Utility and Review Board (Board) for recovery by NS Power from customers at a future date.

All capitalized terms herein shall, unless otherwise defined herein, have the meanings ascribed thereto in the LRS Terms and Conditions.

## **APPLICABILITY**

- 1) The RTT is applicable to the LRS, and is in addition to (and not in substitution of) any charges owing by the LRS to NS Power under the Open Access Transmission Tariff (OATT), the Standby Service Tariff or the Energy Balancing Service Tariff.
- 2) The RTT employs certain usage determinants and rate components applicable under both the Standby Service Tariff and the Energy Balancing Service Tariff.
- 3) Energy Charges and Demand Charges (both as set out below) under this RTT include provision for mitigation in respect of forecasted NS Power savings enabled by the LRS's supply of electricity to its RtR Customers. The savings credits will be determined annually on the basis of experience and will be applied on a prospective basis.
- 4) The Energy Charge under this RTT includes provision for annual adjustment on a prospective basis to account for the forecasted difference between NS Power's average avoided cost by the LRS's supply of electricity and its average system fuel cost. If the average avoided cost exceeds the average system fuel cost, this adjustment will be a reduction in the Energy Charge; if the average avoided cost is less than the average system fuel cost, this adjustment will be an addition to the Energy Charge.
- 5) An LRS taking service under this RTT shall also take service under the OATT, the Standby Service Tariff, and the Energy Balancing Service Tariff.

## **ENERGY CHARGE**

Energy charge is made up of the following components:

<b>Energy Charge Components</b>	<b>Cents per kWh</b>
Fixed Cost Adder from Energy Balancing Service Tariff	3.168
2014 Cost of Service Earnings Adjustment	(0.778)
Prior Period Actual Earnings Adjustment	0.516
Annually Adjusted Energy Savings Credit	0.000
Annual Energy Cost Adjustment	1.632
Total	4.538

The Energy Charge is applicable to the LRS's monthly displaced energy on NS Power's generation system, defined as the total monthly LRS load, including distribution losses, minus the total monthly LRS top-up quantity as determined under the Energy Balancing Service Tariff for that LRS.

## **DEMAND CHARGE**

Demand Charge is made up of two components:

<b>Demand Charge Components</b>	<b>Dollars per kW</b>
Demand Charge from Standby Service Tariff	\$5.141
Annually Adjusted Demand Savings Credit	\$0.000
Total	\$5.141

The Demand Charge is applicable to the LRS's monthly displaced demand on NS Power's system determined as the difference between Winter Peak Firm Demand, in respect of the monthly bill of the LRS, and Monthly Standby Contract Demand, both as determined under the Standby Service Tariff for that LRS. For greater certainty, Winter Peak Firm Demand and Monthly Standby Contract Demand are as set out in the Standby Service Tariff.

**SPECIAL CONDITIONS**

- (1) Nothing contained in this RTT or any service agreement shall be construed as affecting or in any way limiting the right of NS Power to make application to the Board for a change in any rates, terms and conditions, charges, classification of service, service agreement, rule or regulation, including, without limitation, the rates, charge or terms and conditions contained in this RTT, the Standby Service Tariff or the Energy Balancing Service Tariff.

**Open Access Transmission Tariff**  
**2017 Schedules**

**SCHEDULE 1: SCHEDULING, SYSTEM CONTROL AND DISPATCH SERVICE**

This service is required to schedule the movement of power through, out of, within, or into an Operating Area. This service can be provided only by the operator of the Operating Area in which the transmission facilities used for transmission service are located. Scheduling, System Control and Dispatch Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Operating Area operator) or indirectly by the Transmission Provider making arrangements with the Operating Area operator that performs this service for the Transmission Provider's Transmission System. The Transmission Customer must purchase this service from the Transmission Provider or the Operating Area operator. The charges, payable monthly, for Scheduling, System Control and Dispatch Service are set forth below. To the extent the Operating Area operator performs this service for the Transmission Provider; charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Operating Area operator.

Point-to-Point Transmission Service:

<b>Point-to-Point Transmission Service</b>	
<b>Delivery Period</b>	<b>Charge(\$)</b>
Yearly	One twelfth of \$4,997.38/MW of Reserved Capacity per year
Monthly	\$416.45/MW of Reserved Capacity per month
Weekly	\$96.10/MW of Reserved Capacity per week
On-Peak Daily	\$19.22/MW of Reserved Capacity per day
Off-Peak Daily	\$13.69/MW of Reserved Capacity per day
On-Peak Hourly	\$1.20/MW of Reserved Capacity per hour
Off-Peak Hourly	\$0.57/MW of Reserved Capacity per hour

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On-Peak days for this service are defined as Monday to Friday. On-Peak hours for this service are defined as time between hour ending 09:00 and hour ending 24:00 Atlantic Time, Monday to Friday.

Network Integration Transmission Service:

\$353.98/MW of Network Integration Transmission Service per month.

## **SCHEDULE 2: REACTIVE SUPPLY AND VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE**

In order to maintain transmission voltages on the Transmission Provider's transmission facilities within acceptable limits, generation facilities (in the Operating Area where the Transmission Provider's transmission facilities are located) under the control of the operating area operator are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation Sources Service must be provided for each transaction on the Transmission Provider's transmission facilities. The amount of Reactive Supply and Voltage Control from Generation Sources Service that must be supplied with respect to the Transmission Customer's transaction will be determined based on the reactive power support necessary to maintain transmission voltages within limits that are generally accepted in the region and consistently adhered to by the Transmission Provider.

Reactive Supply and Voltage Control from Generation Sources Service is to be provided directly by the Transmission Provider (if the Transmission Provider is the Operating Area operator) or indirectly by the Transmission Provider making arrangements with the Operating Area operator that performs this service for the Transmission Provider's Transmission system. The Transmission Customer must purchase this service from the transmission Provider or the Operating Area operator. The charges, payable monthly, for such service are based on the rates set forth below. To the extent the Operating Area operator performs this service for the Transmission Provider; charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by the Operating Area operator.



Point-to-Point Transmission Service:

<b>Point-to-Point Transmission Service</b>	
<b>Delivery Period</b>	<b>Charge(\$)</b>
Yearly	One twelfth of \$2,579.68/MW of Reserved Capacity per year
Monthly	\$214.97/MW of Reserved Capacity per month
Weekly	\$49.61/MW of Reserved Capacity per week
On-Peak Daily	\$9.92/MW of Reserved Capacity per day
Off-Peak Daily	\$7.07/MW of Reserved Capacity per day
On-Peak Hourly	\$0.62/MW of Reserved Capacity per hour
Off-Peak Hourly	\$0.29/MW of Reserved Capacity per hour

(On-Peak days for this service are defined as Monday to Friday. On-Peak hours for this service are defined as time between hour ending 09:00 and hour ending 24:00 Atlantic Time, Monday to Friday.)

Network Integration Transmission Service:

\$182.76/MW of Network Integration Transmission Service per month.

**SCHEDULE 3: REGULATION AND FREQUENCY RESPONSE SERVICE**

Regulation and Frequency Response Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) as necessary to follow the moment-by-moment changes in load. The obligation to maintain this balance between resources and load lies with the Transmission Provider (or the Operating Area operator that performs this function for the Transmission Provider). The Transmission Provider must offer this service when the transmission service is used to serve load within its Operating Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. The charges, payable monthly, for Regulation and Frequency Response Service are set forth below. To the extent the Operating Area operator performs this service for the Transmission Provider; charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Operating Area operator.

Regulation (Point-to-Point Transmission Service):

The minimum period for which this service is available from the Transmission Provider is one day.

<b>Regulation (Point-to-Point Transmission Service)</b>	
<b>Delivery Period</b>	<b>Charge(\$)</b>
Yearly	One twelfth of \$2,604.69/MW of Reserved Capacity per year
Monthly	\$217.06/MW of Reserved Capacity per month
Weekly	\$50.09/MW of Reserved Capacity per week

<b>Regulation (Point-to-Point Transmission Service)</b>	
<b>Delivery Period</b>	<b>Charge(\$)</b>
Daily	\$7.14/MW of Reserved Capacity per day

Regulation (Network Integration Transmission Service):

\$217.06/MW of Network Integration Transmission Service per month.

Load Following (Point-to-Point Transmission Service):

The minimum period for which this service is available from the Transmission Provider is one day.

<b>Load Following (Point-to-Point Transmission Service)</b>	
<b>Delivery Period</b>	<b>Charge(\$)</b>
Yearly	One twelfth of \$9,322.16/MW of Reserved Capacity per year
Monthly	\$776.85/MW of Reserved Capacity per month
Weekly	\$179.27/MW of Reserved Capacity per week
Daily	\$25.54/MW of Reserved Capacity per day

Load Following (Network Integration Transmission Service):

\$776.85/MW of Network Integration Transmission Service per month.

Customer Obligations for Self-Supply and Third-Party Supply:

The customer obligation for self-supply or third-party supply of Regulation is equal to 3.5 percent of Reserved Capacity for Point-to-Point Transmission Service and 3.5 percent of the Network Load for Network Integration Transmission Service.

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The customer obligation for self-supply or third-party supply of Load Following is equal to 9.1 percent of Reserved Capacity for Point-to-Point Transmission Service and 9.1 percent of Network Load for Network Integration Transmission Service.

#### **SCHEDULE 4: ENERGY IMBALANCE SERVICE**

This Schedule 4 is not applicable to Licenced Retail Suppliers.

The Generation Forecasting Service set out in Schedule 4A of the OATT will apply to Licenced Retail Suppliers only and is not applicable to any other Eligible Customer.

Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within an Operating Area over a single hour. The Transmission Provider must offer this service when the transmission service is used to serve load within its Operating Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Energy Imbalance Service obligation. To the extent the Operating Area operator performs this service for the Transmission Provider, charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Operating Area operator.

For a bilateral schedule of a single load and its single generator, this ancillary service will be applied to the net of the generation and load imbalance. Otherwise, this Ancillary Service will be applied separately to deviations from load schedules and deviations from generation schedules. This ancillary service does not apply to power exported from the Operating Area, which is covered by the Generation Balancing Service of the Standard Generator Interconnection and Operation Agreement.

Energy Imbalance Service does not apply to inadvertent energy imbalances that occur as a result of actions directed by the Operating Area operator to:

- Balance total load and generation for the Operating Area through the use of Automatic Generation Control;

- Maintain interconnected system reliability, through actions such as re-dispatch or curtailment;
- Support interconnected system frequency; or to
- Respond to transmission, generation or load contingencies.

For the purposes of Energy Imbalance Service, peak hours are between 07:00 and 23:00 Atlantic Time, Monday to Friday. All other hours are considered non-peak hours.

Load Energy Imbalance Associated with Point-to-Point or Network Integration Transmission Service:

For each Transmission Customer taking service under Part II or Part III of this Tariff, Energy Imbalance Service will be provided by the Transmission Provider under the following terms and conditions:

A deviation band of +/- 1.5 percent of the scheduled transaction (with a minimum deviation band of +/- 2 MW) will be applied hourly to any net load energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s).

Parties should attempt to eliminate energy imbalances within the limits of the deviation band within the billing month in accordance to the following:

- For hourly imbalances that arise during peak hours, such imbalances should be eliminated via deliveries or withdrawals during peak hours; and
- For hourly imbalances that arise during non-peak hours, such imbalances should be eliminated via deliveries or withdrawals during non-peak hours.

Net load energy imbalances within the deviation band that have not been eliminated at the end of the billing month will be subject to the charges set below:

- Energy supplied by the Transmission Provider during peak hours to compensate for a net shortfall in peak hours delivery over the billing month will be charged at the average on-peak system marginal cost for the billing month. Energy supplied by the Transmission Provider during non-peak hours to compensate for a net shortfall in non-peak hours delivery over the billing month will be charged at the average non-peak system marginal cost for the billing month.
- Energy supplied to the Transmission Provider during peak hours as a net excess of the peak hours delivery over the billing month will be purchased by the Transmission Provider at the average on-peak system marginal cost for the billing month. Energy supplied to the Transmission Provider during non-peak hours as a net excess of the non-peak hours delivery over the billing month will be purchased by the Transmission Provider at the average non-peak system marginal cost for the billing month.

Energy imbalances outside of the deviation band are not eligible for elimination and are subject to charges as set forth below:

- Energy supplied by the Transmission Provider to compensate for a net hourly shortfall in delivery will be charged at 110 percent of the hourly system marginal cost in the hour of the deviation.
- Energy supplied to the Transmission Provider in net excess of the hourly delivery will be purchased by the Transmission Provider at 90 percent of the hourly system marginal cost in the hour of the deviation.

Generation Energy Imbalance - Dispatchable Generators:

For Dispatchable Generators in the Transmission Provider's Operating Area supplying load in the Transmission Provider's Operating Area, Energy Imbalance Service will be provided by the Transmission Provider under the following terms and conditions:

- Energy supplied by the Transmission Provider to compensate for a net shortfall in the hourly delivery will be charged at 110 percent of the hourly system marginal cost in the hour of the deviation.
- Energy supplied to the Transmission Provider in net excess of the hourly delivery will be purchased by the Transmission Provider at 90 percent of the hourly system marginal cost in the hour of the deviation.

Generation Energy Imbalance - Non-Dispatchable Generators

For Non-dispatchable Generators in the Transmission Provider's Operating Area supplying load in the Transmission Provider's Operating Area, Energy Imbalance Service will be provided by the Transmission Provider under the following terms and conditions:

Energy Imbalances inside a deviation band of +/- 10 percent of the scheduled transaction (with a minimum deviation band of +/- 2 MW) will be subject to charges as set forth below:

- Energy supplied by the Transmission Provider to compensate for a net shortfall in the hourly delivery will be charged at the hourly system marginal cost in the hour of the deviation.



- Energy supplied to the Transmission Provider in net excess of the hourly delivery will be purchased by the Transmission Provider at the hourly system marginal cost in the hour of the deviation.

All deviations from schedule outside of the +/- 10 percent deviation band will be subject to charges as set forth below:

- Energy supplied by the Transmission Provider to compensate for a net shortfall in the hourly delivery will be charged at 110 percent of the hourly system marginal cost in the hour of the deviation.
- Energy supplied to the Transmission Provider in net excess of the hourly delivery will be purchased by the Transmission Provider at 90 percent of the hourly system marginal cost in the hour of the deviation.

## **SCHEDULE 4A: GENERATION FORECASTING SERVICE**

This Generation Forecasting Service set out in Schedule 4A of the OATT applies to Licenced Retail Suppliers only and is not applicable to any other Eligible Customer. Generation Forecasting Service addresses the accuracy of generation scheduling by Licenced Retail Suppliers.

This Schedule does not apply to forecasting discrepancies that occur as a result of actions directed by the Operating Area operator to:

- Balance total load and generation for the Operating Area through the use of Automatic Generation Control;
- Maintain interconnected system reliability, through actions such as re-dispatch or curtailment;
- Support interconnected system frequency; or to
- Respond to transmission, generation or load contingencies.

For the purposes of Forecast Deviation Service, peak hours are between 07:00 and 23:00 Atlantic Time, Monday to Friday. All other hours are considered non-peak hours.

Each Licenced Retail Supplier shall use commercially reasonable efforts to provide accurate schedules and forecasts of production from renewable low-impact generators that are not dispatchable.

To the extent that such schedules or forecasts of hourly production of the aggregate of a Licenced Retail Supplier's RtR generation resources deviate from the actual production for reasons other than those that occur as a result of actions directed by the Operating Area operator the following charges shall apply:

An hourly deviation band of +/- 10 percent of the aggregate hourly scheduled or forecast quantity (with a minimum deviation band of +/- 2 MW) will be applied hourly to any forecast discrepancy that occurs as a result of the Transmission Customer's scheduled transaction(s).

- Hourly forecast discrepancies falling outside the hourly deviation band during peak hours will be charged at 10% of the average on-peak system marginal cost for the billing month.
- Hourly forecast discrepancies falling outside the hourly deviation band during non-peak hours will be charged at 10% of the average non-peak system marginal cost for the billing month.

**SCHEDULE 5: OPERATING RESERVE - SPINNING RESERVE SERVICE**

Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output. The Transmission Provider must offer this service when the transmission service is used to serve load within its Operating Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. The charges, payable monthly, for Spinning Reserve Service are set forth below. To the extent the Operating Area operator performs this service for the Transmission Provider; charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Operating Area operator.

Point-to-Point Transmission Service:

<b>Point-to-Point Transmission Service</b>	
<b>Delivery Period</b>	<b>Charge(\$)</b>
Yearly	One twelfth of \$1,998.99/MW of Reserved Capacity per year
Monthly	\$166.58/MW of Reserved Capacity per month
Weekly	\$38.44/MW of Reserved Capacity per week
Daily	\$5.48/MW of Reserved Capacity per day

The minimum period for which this service is available from the Transmission Provider is one day.

Network Integration Transmission Service:

\$166.58/MW of the Network Integration Transmission Service per month.

### **Customer Obligations for Self-supply and Third-party Supply**

The customer obligation for self-supply or third-party supply of Operating Reserve – Spinning Reserve is equal to 2.0 percent of the Transmission Customer’s reserved capacity for Point-to-Point Transmission Service and 2.0 percent of the Network Load for Network Integration Transmission Service.

### **Supplier Obligations**

Transmission Customers that self-supply this service, and third-party suppliers, shall provide between 100 and 110 percent of the stated MW amount within eight minutes of notification by the Transmission Provider to activate these reserves. The reserves shall be sustainable for an additional 50 minutes.

Suppliers who offer Operating Reserve have an obligation to supply these reserves when notified by the Transmission Provider. Due to the infrequent occurrence of this and the importance of reserves to overall system reliability, a penalty will be applied to any supplier who is unable to meet its obligations. The penalty will be equal to one month’s charge for the amount of deficient reserves for each failure to supply.

### **Activation of Reserves**

When a contingency occurs, the Transmission Provider will activate, at its sole discretion, sufficient reserves from (i) those under contract with the Transmission Provider, (ii) those provided by Transmission Customers, (iii) those contracted from third parties by Transmission Customers. This includes, but is not restricted to, NSPI resources. Typically the activation will be done to minimize the overall cost of supplying reserves and to return the system to pre-contingency conditions within the time required by NPCC and NERC.

Operating Reserve service will only be available for the hour in which the contingency occurs and the following two hours. The quality of service will be firm for this time period. The Transmission Customer is responsible to address any deficiency of its supply by the end of that time period. Any unscheduled energy withdrawal will be treated as Energy Imbalance as per Schedule 4.

**SCHEDULE 6: OPERATING RESERVE - SUPPLEMENTAL RESERVE SERVICE**

Supplemental Reserve Service (also referred to as Contingency Reserve – Supplemental) is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load. The Transmission Provider must offer this service when the transmission service is used to serve load within its Operating Area. The Transmission Customer must either purchase this service from the Transmission Provider or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. The charges, payable monthly, for Supplemental Reserve Service are set forth below. To the extent the Operating Area operator performs this service for the Transmission Provider; charges to the Transmission Customer are to reflect only a pass-through of the costs charged to the Transmission Provider by that Operating Area operator.

Operating Reserve – Supplemental (10 minute):

Point-to-Point Transmission Service:

The minimum period for which this service is available from the Transmission Provider is one day.

<b>Point-to-Point Transmission Service</b>	
<b>Delivery Period</b>	<b>Charge (\$)</b>
Yearly	One twelfth of \$3,981.98/MW of Reserved Capacity per year
Monthly	\$331.83/MW of Reserved Capacity per month
Weekly	\$76.58/MW of Reserved Capacity per week
Daily	\$10.91/MW of Reserved Capacity per day

Network Integration Transmission Service:

\$331.83/MW of the Network Integration Transmission Service per month.

**Customer Obligations for Self-supply and Third-Party Supply**

The customer obligation for self-supply or third-party supply of Operating Reserve – Supplemental Reserve will be equal to 8.3 percent of Reserved Capacity for Point-to-Point Transmission Service and 8.3 percent of Network Load for Network Integration Transmission Service.

**Supplier Obligations**

Transmission Customers that self-supply this service, and third-party suppliers, shall provide between 100 and 110 percent of the stated MW amount within eight minutes of notification by the Transmission Provider to activate these reserves. The reserves shall be sustainable for an additional 50 minutes.

Suppliers who offer Operating Reserve have an obligation to supply these reserves when notified by the Transmission Provider. Due to the infrequent occurrence of this and the importance of reserves to overall system reliability, a penalty will be applied to any supplier who is unable to meet its obligations. The penalty will be equal to one month's charge for the amount of deficient reserves for each failure to supply.

**Activation of Reserves**

When a contingency occurs, the Transmission Provider will activate, at its sole discretion, sufficient reserves from (i) those under contract with the Transmission Provider, (ii) those provided by Transmission Customers, (iii) those contracted from third parties by Transmission Customers.



This includes, but is not restricted to, NSPI resources. Typically the activation will be done to minimize the overall cost of supplying reserves and to return the system to pre-contingency conditions within the time required by NPCC and NERC.

Reserve services will only be available for the hour in which the contingency occurs and the following two hours. The quality of service will be firm for this time period. The Transmission Customer is responsible to address any deficiency of its supply by the end of that time period. Any unscheduled energy withdrawal will be treated as Energy Imbalance as per Schedule 4.

Operating Reserve – Supplemental (30 minute):

Point-to-Point Transmission Service:

The minimum period for which this service is available from the Transmission Provider is one day.

<b>Point-to-Point Transmission Service</b>	
<b>Delivery Period</b>	<b>Charge (\$)</b>
Yearly	One twelfth of \$3,374.81/MW of Reserved Capacity per year
Monthly	\$281.23/MW of Reserved Capacity per month
Weekly	\$64.90/MW of Reserved Capacity per week
Daily	\$9.25/MW of Reserved Capacity per day

Network Integration Transmission Service:

\$281.23/MW of the Network Integration Transmission Service per month.

## **Customer Obligations**

The customer obligation for reserves is equal to 3.0 percent of Reserved Capacity for Point-to-Point. Transmission Service and 3.0 percent of Network Load for Network Integration Transmission Service.

## **Supplier Obligations**

Transmission Customers that self-supply this service, and third-party suppliers, shall provide between 100 and 110 percent of the stated MW amount within 30 minutes of notification by the Transmission Provider to activate these reserves. The reserves shall be sustainable for at least 60 minutes from the time of activation.

Suppliers who offer Operating Reserve have an obligation to supply these reserves when notified by the Transmission Provider. Due to the infrequent occurrence of this and the importance of reserves to overall system reliability, a penalty will be applied to any supplier who is unable to meet its obligations. The penalty will be equal to one month's charge for the amount of deficient reserves for each failure to supply.

## **Activation of Reserves**

When a contingency occurs, the Transmission Provider will activate, at its sole discretion, sufficient reserves from (i) those under contract with the Transmission Provider, (ii) those provided by Transmission Customers, (iii) those contracted from third parties by Transmission Customers.

This includes, but is not restricted to, NS Power resources. Typically the activation will be done to minimize the overall cost of supplying reserves and to return the system to pre-contingency conditions within the time required by NPCC and NERC.

Reserve services will only be available for the hour in which the contingency occurs and the following two hours. The quality of service will be firm for this time period. The Transmission Customer is responsible to address any deficiency of its supply by the end of that time period. Any unscheduled energy withdrawal will be treated as Energy Imbalance as per Schedule 4.

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## SCHEDULE 7: LONG-TERM FIRM AND SHORT-TERM FIRM POINT-TO-POINT TRANSMISSION SERVICE

The Transmission Customer shall compensate the Transmission Provider each month for Reserved Capacity at the sum of the applicable charges set forth below:

1. Yearly delivery: one-twelfth of the demand charge of \$59,875.87/MW of Reserved Capacity per year.
2. Monthly delivery: \$4,989.66/MW of Reserved Capacity per month.
3. Weekly delivery: \$1,151.46/MW of Reserved Capacity per week.
4. On-Peak Daily delivery: \$230.29/MW of Reserved Capacity per day.
5. Off-Peak Daily Delivery: \$164.04/MW of Reserved Capacity per day

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in Section 3 above times the highest amount in megawatts of Reserved Capacity in any day during such week.

6. Discounts: Three principal requirements apply to discounts for transmission service as follows:
  - (i) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS,
  - (ii) any customer-initiated requests for discounts (including requests for use by one's Wholesale Merchant or an affiliate's use) must occur solely by posting on the OASIS, and
  - (iii) once a discount is negotiated, details must be immediately posted on the OASIS.

For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

7. On-Peak days for this service are defined as Monday to Friday.

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## SCHEDULE 8: NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE

The Transmission Customer shall compensate the Transmission Provider for Non-Firm Point-To-Point Transmission Service up to the sum of the applicable charges set forth below:

1. Monthly delivery: \$4,989.66/MW of Reserved Capacity per month.
2. Weekly delivery: \$1,151.46/MW of Reserved Capacity per week.
3. On-Peak Daily delivery: \$230.29/MW of Reserved Capacity per day.
4. Off-Peak Daily Delivery: \$164.04/MW of Reserved Capacity per day.

The total demand charge in any week, pursuant to a reservation for Daily delivery, shall not exceed the rate specified in Section 2 above times the highest amount in megawatts of Reserved Capacity in any day during such week.

5. On-Peak Hourly delivery: The basic charge shall be that agreed upon by the Parties at the time this service is reserved and in no event shall exceed \$14.39/MWh.
6. Off-Peak Hourly delivery: The basic charge shall be that agreed upon by the Parties at the time this service is reserved and in no event shall exceed \$6.84/MWh.

The total demand charge in any day, pursuant to a reservation for Hourly delivery, shall not exceed the rate specified in Section 3 above times the highest amount in megawatts of Reserved Capacity in any hour during such day. In addition, the total demand charge in any week, pursuant to a reservation for Hourly or Daily delivery, shall not exceed the rate specified in Section 2 above times the highest amount in megawatts of Reserved Capacity in any hour during such week.

7. Discounts: Three principal requirements apply to discounts for transmission service as follows:
- (iv) any offer of a discount made by the Transmission Provider must be announced to all Eligible Customers solely by posting on the OASIS,
  - (v) (ii) any customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must occur solely by posting on the OASIS, and
  - (vi) (iii) once a discount is negotiated, details must be immediately posted on the OASIS.

For any discount agreed upon for service on a path, from point(s) of receipt to point(s) of delivery, the Transmission Provider must offer the same discounted transmission service rate for the same time period to all Eligible Customers on all unconstrained transmission paths that go to the same point(s) of delivery on the Transmission System.

8. On-Peak days for this service are defined as Monday to Friday.
9. On-Peak hours for this service are defined as time between hour ending 09:00 and hour ending 24:00 Atlantic Time, Monday to Friday.

## **SCHEDULE 9: REAL POWER LOSS FACTORS**

For Point-to-Point service, the Transmission Provider will seasonally calculate loss factors to be used on a path-by-path basis. For each season, winter and summer, the power flow models used to calculate the losses will include peak and off-peak hours to derive an average loss factor for each path. For long-term Point-to-Point service, the annual loss factor to be used for a particular path is the average of the seasonal values. The loss factors will be posted on the Transmission Provider's OASIS site.

For Network Service, the Transmission Provider will apply the system average loss factor of 2.78 percent. This factor will be reviewed annually and is subject to change annually. It will be posted on the OASIS.

Transmission Customers are required to provide the losses associated with their service. All Transmission Customers are required to include an amount of additional capacity in their service requests sufficient to carry the losses associated with their service.

Locational Loss Factors for new generation will be determined during the System Impact Study and be applied to generation dispatch merit order if such generation is to be economically dispatched by the Transmission Provider. If the generator is self-dispatched, loss factors will be applied to determine the unit net output.

Locational Loss Factors for each generator will be determined on an annual basis and will be posted on the OASIS.



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**SCHEDULE 10: NETWORK INTEGRATION TRANSMISSION SERVICE RATE**

1. The rate charged for Network Integration Transmission Service is \$4,241.21/MW-m, based on the Transmission Customer's Net Non-coincident Monthly Peak Demand.
2. Net Non-coincident Monthly Peak Demand is the maximum hourly demand at each Point of Delivery designated as Network Load (including its designated Network Load not physically interconnected to the Transmission Provider's Transmission System).
3. Transmission congestion charges will be applied as follows:

$$A = B \times (C/D)$$

Where

A = the Network Customer's congestion charge for all hours of the month that congestion redispatch costs occurred.

B = Total redispatch costs during the month.

C = The Network Customer's load during the hours for which redispatch costs were incurred.

D = The sum of all Network Integration Transmission Service load (including load served by the Transmission Provider) and Point- to-Point Transmission Service scheduled serving load in the Operating area during the hours of the month for which redispatch costs were incurred.

# **Regulations**

**January 1, 2017**

**Revised July 1, 2017**

Nova Scotia Power Inc.  
Tariffs & Regulations  
Approved by the Nova Scotia Utility and Review Board  
pursuant to The Public Utilities Act,  
R.S.N.S., 189,c.380 as amended

## **REGULATION**

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## 1.1 INTERPRETATION AND DEFINITIONS

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Interpretation	<p>In these regulations unless the context requires otherwise:</p> <p>Words importing male persons include female persons and corporations.</p> <p>Words importing the singular include the plural and vice versa.</p> <p>Marginal notes and appended citations form no part of these regulations and are deemed to have been inserted for convenience of reference only.</p> <p>In these regulations unless the context requires otherwise:</p>
“As Found Meter Test”	“As Found Meter Test” is a test on the meter removed from a premise and tested at the Company’s Measurement Canada certified test center in the condition in which it was found in service (meter seal is intact ). The accuracy of the meter is verified and must fall within +/- 3% to be considered accurate as per Measurement Canada’s guidelines.
“Board”	“Board” means the Nova Scotia Utility and Review Board;
“Company”	“Company” means the Nova Scotia Power Incorporated;
“Customer”	“customer” includes a person who is receiving, intends to receive, or has received electrical energy or electric services from the Company. For greater certainty, this includes an RtR Customer receiving Distribution System Access;
“Demand”	“demand” means the maximum kW/kV.A recorded over a specified time period;
“Distribution System Access”	The services provided by the Company under the Distribution Tariff to provide for the connection of the RtR Customer to the Company’s distribution system, but does not include the provision of electricity. These services are comprised of delivery of electricity on the distribution system and related services including connections, disconnections, line and service extensions, inspection services, meter services, power restoration, meter reading, and customer service, all in accordance with the applicable Regulations;

## 1.1 INTERPRETATION AND DEFINITIONS

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“Farming or Fishing Unit”	“farming or fishing unit” means a farming or fishing business at one location, whether a single or family operation, partnership, or incorporated business;
“Licenced Retail Supplier (LRS)”	A Retail Supplier who: (a) holds a valid Retail Supplier Licence; and (b) has a valid LRS Participation Agreement executed with the Company. For certainty, a Wholesale Customer is not a Licenced Retail Supplier;
“Load”	“load means power and energy with the power measured in kW/kV.A and the energy in kW.h;
“LRS Participation Agreement”	“LRS Participation Agreement means the agreement (and any amendments or supplements thereto) between a Licenced Retail Supplier and the Company with respect to the sale of renewable low-impact electricity by the LRS in the form approved by the Board;
“Meter”	“meter” means an electric meter, and includes a machine, apparatus or instrument used for making electrical measurements, and any device utilized for the purpose of obtaining the basis of a charge for electricity;
“Meter seal”	"meter seal" means either the seal placed on the meter by Industry Canada to prevent fraudulent interference with the passage of electricity through the meter or the seal placed by the Company on the terminal plate or the meter band securing the meter to the base, and includes a seal placed on the demand reset where demand indicating meters are involved and other installations as required;
“Mobile home”	"mobile home" means any portable dwelling having no permanent foundation and supported by wheels, jacks or similar supports, used or so constructed as to permit its being used as a conveyance upon public streets or highways and designed and constructed to permit occupancy for dwelling or sleeping quarters. This does not include travel trailers, tent trailers or trailers otherwise designed;
“Normal business hours”	“normal business hours” means 0830 hrs to 1630 hrs, Monday to Friday inclusive excluding Statutory holidays;

## 1.1 INTERPRETATION AND DEFINITIONS

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“Occupant”	“occupant” means any person who has the right to occupy any premises;
“Overhead line extension”	"overhead line extension" means any above ground extension from existing Company distribution facilities required to supply electric power for one or more customers adjacent to a public road, and/or for two or more customers not adjacent to a public road, and any such extension shall be deemed to terminate where the line ceases to be common to more than one customer;
“Overhead service extension”	"overhead service extension" means any above ground extension across private property or along a private road required to serve only a single customer;
“Owner”	“owner” is any person having title to the whole or any part of any premises and may include a joint owner, tenant-in-common, or joint tenant;
“Permanent Service”	"permanent service" is one terminated on a permanent structure and which can be expected to remain in place without alteration for the useful life of the service. It may serve a conventional building, mobile home, or recurring seasonal service;
“Person”	"person" includes a government and a department, agency or commission thereof, corporation, partnership, firm, association, society, unincorporated entity and the heirs, executors, administrators or other legal representatives of a person;
“Power”	“power” means the time rate of generating or using electric energy, normally expressed in kilowatts;
“Power factor”	“power factor” means the ratio of real power, (kW) to apparent power (kV.A) for any given load and time. Generally it is expressed as a percentage ratio;



## 1.1 INTERPRETATION AND DEFINITIONS

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“Premises”	<p>"premises" means a premises that is provided with electricity through a single meter and, as the context requires, either</p> <ul style="list-style-type: none"><li>(a) a complete building such as an office building, factory or house; or</li><li>(b) a part of a building such as a suite of offices in an office building or an apartment in an apartment building, and in such cases the part of the building occupied must be contiguous and include no space not controlled by the customer; or</li><li>(c) a group of buildings served by one electric service and at its discretion accepted by the Company as one customer for billing purposes;</li></ul>
“Primary metering”	“primary metering” means metering on the high voltage side of the transformer supplying the customer;
“Public Road”	“public road” includes any rural road listed and maintained by the Department of Transportation or any road maintained by a municipality;
“Retail Supplier”	“Retail Supplier” has the same meaning as under the <i>Electricity Act</i> , S.N.S. 2004, c. 25.
“Retail Supplier Licence”	“Retail Supplier Licence” means a Retail Supplier licence issued by the Board in accordance with the <i>Electricity Act</i> , S.N.S. 2004, c. 25 and regulations made thereunder, which permits a person to sell renewable low-impact electricity generated within the Province.
“RtR Customer”	“RtR Customer” means a Retail Customer who is acquiring renewable low-impact electricity from an LRS at an individual premises and is not receiving Bundled Service from NS Power at that premises.
“Residential Customer”	"residential customer" means any individual non-commercial customer receiving service under the Domestic Service Rate at his/her permanent or temporary place of residence;
“Secondary metering”	"secondary metering" means metering on the low voltage side of the transformer supplying the customer;

**1.1 INTERPRETATION AND DEFINITIONS**

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“Service line allowance”	"service line allowance" is the distance from the centre line of the road or existing line, whichever is nearer to the nearest point of attachment to the customer's electric service as determined by the Company;
“Temporary electric service”	"temporary electric service" includes any service supplied for a temporary purpose, and without limiting the generality of the foregoing includes picnics, concerts, sporting events, rallies, conventions, circuses, exhibitions and construction sites and facilities which will not result in permanent service connections, and any service required for less than one month;
“Unmetered”	“unmetered” means a supply of electricity for which no metering device is employed to record either the power or energy supplied.
“Wholesale Customer”	“Wholesale Customer” has the same meaning as under the Electricity Act, S.N.S. 2004, c. 25.

**1.2 NO CONTRARY REPRESENTATION BINDING ON THE COMPANY**

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No agent, employee or representative of the Company shall have the authority to make any promise, agreement or representation, whether verbal or otherwise, which is inconsistent with these Regulations and no such promise, agreement or representation if made or given shall be binding on the Company.

### **1.3 INFRINGEMENT OF REGULATIONS**

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The Company may disconnect electric service, remove its property from a customer's premises, and terminate any agreement for the supply of electric power and energy or discontinue the provision of Distribution Access Service if the customer fails to comply with these regulations as amended from time to time or any other relevant statutory provision.

Any use of electricity in breach of these regulations disentitles the customer to all extended service considerations provided with the procedures for disconnection, removal of Company property, and termination of any agreement.

## 2.1 APPLICATION FOR ELECTRIC SERVICE

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The Company shall only supply electric service to a Customer who is the owner, or occupant, of premises for which electric service is required. The supply of such electric service shall be in accordance with these Regulations, and at such Rates as may be applicable, from time to time.

### RESIDENTIAL ELECTRIC SERVICE CUSTOMERS

Before supplying electric service to a Residential Customer, the Company may require the owner or occupant of the premises to complete an Electric Service Contract. If such person refuses to complete the Electric Service Contract, the Company may refuse to supply electric service to the premises or may discontinue the supply of electric service to the premises.

The Company may also refuse to provide electric service to the premises if:

- (a) the person applying for electric service has an outstanding electric service account and satisfactory arrangements for settlement have not been made, or
- (b) the person applying is an agent for another person, and that other person has an outstanding electric service account and satisfactory arrangements for settlement have not been made, or
- (c) an occupant of the premises has an outstanding account incurred when occupying any premises at the same time as the person applying for service and satisfactory arrangements for settlement have not been made.

In situations where the Company does not require the Customer to complete an Electric Service Contract, the Customer may request that an Electric Service Contract be completed prior to the supply of electric service.

### NON RESIDENTIAL ELECTRIC SERVICE CUSTOMERS

Electric service will only be rendered to a Non Residential Electric Service Customer upon the completion of an Electric Service Contract. This Electric Service Contract must be signed by an authorized officer of such non residential customer. If the Customer refuses or neglects to complete an Electric Service Contract, the Company may refuse to supply electric service or may discontinue the supply of electric service.

The Company may refuse to supply electric service if the Customer has an outstanding electric service account.

**2.2 AGREEMENT**

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An Agreement is deemed to exist between a customer and the Company for the supply of electric power and energy or for the provision of Distribution System Access, as applicable, at appropriate rates and payment therefore in accordance with these regulations by virtue of:

- (a) the customer applying and receiving approval for electric service; or
- (b) the customer consuming or paying for electric service from a date that the customer who is a party to an agreement pursuant to clause (a) (the customer of record) moves out of the premises, in which case the customer of record shall remain jointly and severally liable for the electric service account up to the date the Company is notified that the customer of record wishes to terminate the supply of electric service to the customer.

For certainty, the provision of Distribution System Access is deemed to constitute an electric service from the Company.

### **2.3 CONNECTION OF ELECTRIC SERVICE**

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The customer shall be charged a fee for the connection or reconnection of electric service as set forth in the Schedule of Charges.

In cases where no physical connection (meter installation or seal removal) of electric service is required, but a new account is added to the Company's billing system, the customer shall be charged a standard connection fee in accordance with these Regulations for establishing his account and/or taking a reading from the meter.

The Company shall perform connections or reconnections of electric service during the Company's normal business hours. The Company may perform such connections or reconnections at other than normal business hours at an additional fee if requested to do so by the customer.

The customer is not to be charged the connection fee where the connection or reconnection is occasioned by a failure of the Company to comply with the Regulations.

**2.4 ASSIGNMENT OF ELECTRIC SERVICE CONTRACT OR ACCOUNT**

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A purported assignment of an electric service contract or an electric service account is null and void unless such assignment is authorized and approved by the Company.



**2.5 POINT OF SUPPLY AND POINT OF SERVICE**

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The Company shall determine the point of supply and the point of service to any customer.

Any additional costs incurred as a result of the customer's special electric service requirements shall be borne by the customer.

## 2.6 OVERHEAD LINE AND SERVICE EXTENSIONS

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Line and service extensions shall be erected and owned by the Company. Where it is necessary to build on private property other than the customer's property, the customer is responsible for obtaining a registerable right-of-way in the Company's name and in a form satisfactory to the Company. Where it is necessary to build on the customer's property, the customer must grant to the Company a registerable easement in a form satisfactory to the Company.

In all cases involving private property, the customer is responsible for having the right-of-way suitably cleared of trees, bushes and undergrowth to the Company's satisfaction.

The Company will normally provide to its customers, a maximum of 92 metres of line or service extension, or 92 metres of line and service combined. The Company shall provide to a year round residence, which the Company is satisfied is the customer's permanent, primary, or principal residence, an additional 100 metres of line extension along a public road for each year that the residence has been continuously occupied prior to the request for service, to a maximum of 1,600 metres. The customer shall contribute to the cost of all extensions over and above these provisions.

However, in an area where line and/or service provisions previously existed, the Company shall provide a similar new extension at a reduced cost to the customer, based on the following formula wherein the indicated timeframes represent that period of time which has elapsed since the previous line/service facilities were removed.

<u>Elapsed Time</u>	<u>Percent Customer Contribution</u>
Up to 1 year	0
Year 1-2	20%
Year 2-3	40%
Year 3-4	60%
Year 4-5	80%
After 5 Years	100%

Where the new requirement represents or indicates an expansion or upgrade of the prior facilities, the reduced contribution will only be applicable to costs associated with an equivalent service provision.

**2.6 OVERHEAD LINE AND SERVICE EXTENSIONS**

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A service extension is normally terminated on the customer's building. Should it be necessary to terminate a service on a pole, or if the customer, for any other reason, requires that the Company provide an additional pole not normally required in the opinion of the Company, the customer will be required to make a capital contribution towards the cost of a pole supplied, installed and owned by the Company. The customer must supply the weatherhead, conduit and meter base necessary to receive service.

## 2.7 ELECTRIC SERVICE AVAILABILITY AND STANDARD VOLTAGES

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The Company shall maintain electric service to customers by providing distribution facilities and services designed and constructed to accepted Utility Engineering Standards, including one supply to each building.

Customers shall not use these facilities in a manner that will cause unacceptable interference to the Company's system, and/or adversely affect other customers served from the same facilities.

The following electric service voltages are to be considered as standard within the low voltage classification:

- Single-phase, 3-Wire, 120/240 volts
- Three-phase, 4-Wire, 120/208Y volts
- Three-phase, 4-Wire, 347/600Y volts

In addition, three-phase electric service may be provided at other voltages with special permission. Customer contributions will be required if additional costs are incurred.

For voltage variation limits, refer to C.S.A. standard - CAN-C235-83 or any subsequent revision.

Customers requiring three-phase electric service with connected load of 15 kW and under will be required to pay to the Company a capital contribution, as set forth in the Schedule of Charges, to cover the extra cost of transformers that must be installed to serve the three-phase load. Such contribution is in addition to that assessed to cover required line extensions. Should the necessary line and transformer facilities already exist at the location in question, no contribution will be required.

The electric service voltage provided under the Domestic rate to self-contained dwelling units, duplexes, condominiums and small apartment buildings shall be 3-Wire, 120/240 volts, except where there is a legitimate requirement for three-phase electric service.

Electric service shall normally be limited to one secondary voltage supply per duplex or other multi-unit residential building.

Under Regulation 2.11, the Company may require an underground primary voltage supply to serve such a building.

**2.7 ELECTRIC SERVICE AVAILABILITY AND STANDARD VOLTAGES**

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Commercial loads which can be adequately supplied by a 30 ampere, 2-Wire supply may be served 2-Wire, 120 volts.

The Company may, at no charge to the customer, install a recording instrument to check a customer's voltage at the customer's supply point.

If the Company is satisfied with the customer supply voltage and if the customer for the customer's own purposes requests a recording instrument be installed, a charge for the installation of such recording equipment shall be applied as set forth in the Schedule of Charges.

**2.8 ELECTRICAL INSPECTION OF INSTALLATIONS**

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Every electrical installation within NSPI's service area shall be made in conformity with the Electrical Installation and Inspection Act (and regulations made thereunder), and Company standards. A wiring permit shall be obtained from NSPI before work is commenced with respect to new or existing installations. NSPI shall not be required to make a connection to any installation until it is satisfied that such installation is in compliance with all applicable regulations and standards and shall have the right to re-inspect any premises.

The appropriate charges shall be applied in accordance with the fees set out in Regulation 7.2 Schedule of Wiring Inspection Fees.

**2.9 TEMPORARY ELECTRIC SERVICE**

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A customer requiring temporary electric service shall pay the Company for the electric service at the applicable rate and shall pay in advance the cost of installing and removing the electric service connection and any other related connection and reconnection costs, as set forth in the Schedule of Charges.

The minimum term temporary electric service for billing purposes, shall be one month; if the period of use in excess of one month includes a part of a month, the base charge and energy charge for the fraction of the month shall be billed to the exact day.

The Company shall have the right to limit the term of temporary electric service. This shall include the right to review the temporary aspect of the electric service and to determine if the electric service should be disconnected, retained as temporary or changed to a permanent electric service.

**2.10 TRANSFORMER INSTALLATION**

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When in the Company's opinion, it is impractical to provide the customer's electrical requirements from existing Company facilities the customer must, on the request of the Company, provide suitable transformer(s) space on the customer's premises for the necessary transformers. The type and location of primary service equipment must be approved by the Company for each installation.



## 2.11 UNDERGROUND ELECTRIC SERVICES

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Distribution Systems - The Company may supply, install, maintain and own underground distribution systems. A party requesting the installation of an underground distribution system will be required to make a capital contribution to the Company, equivalent to the difference in cost between the underground system installed and overhead distribution facilities it would otherwise provide.

Conversion of Existing Overhead Distribution Systems To Underground - A party requesting the conversion of an existing overhead system to underground shall be required to make a capital contribution to the cost of the conversion.

Secondary Services - The Company is not required to install underground secondary voltage services; however, in the event the Company installs an underground distribution system, consideration will be given towards the supply and installation of such electric services by the Company, at the customer's expense. The customer will be responsible for ownership, maintenance and replacement when necessary, except that in special circumstances such as may be encountered in a total underground urban system, it may be practical for the Company to own and maintain the total system including the secondary services. In the case of an individual underground residential service from a normal overhead system; the Company will allow the customer credit for the equivalent cost of an overhead service it would otherwise provide.

Primary Services - The Company will normally own the primary voltage cable in a customer-owned duct system. In the event that a primary service must be replaced, extended or repaired, the customer is responsible for any and all costs associated with the duct system. In this event, the Company will maintain service by temporary means but if it is deemed that service interruption results from failure of the duct system, such as might be caused by excavation in the area of the duct system, the customer will be responsible for temporary service costs as well as all costs associated with repairs to the service.

Replacement of Existing Systems - The Company will be responsible for costs associated with the best (generally lowest cost) supply option should an underground system (or any part thereof) have to be replaced. Where this option is another underground system the existing system would be replaced in kind. However, should the best option be overhead supply, and the customer wishes to continue to be served with underground service, the customer(s) will be required to make a new capital contribution, equivalent in cost to the difference between the overhead supply and the underground system.

## 2.12 REFUNDS OF CAPITAL CONTRIBUTIONS

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### **Line/Service Extensions Less Than 184m**

Customers will be provided with 92 metres of line/service extension at no cost, as provided for under Regulation 2.6. Any line/service extensions in excess of 92 metres will be at the cost of the customer. If any additional customers are connected to a contributed line/service extension, they will not be required to contribute to the shared portion of line, but will be responsible for the cost of any service extensions in excess of 92 metres. For each additional customer connected to a contributed portion of line within ten years from when the line was made available, the person who made the contribution will be entitled to 46 metres of equivalent line cost minus a 10% administration fee to a maximum of 90% of the total contribution.

### **Line/Service Extensions Longer Than 184m**

Customers will be provided with 92 metres of line/service extension at no cost. Any line/service extensions in excess of 92 metres will be at the cost of the customer. If any additional customers are connected to a contributed line/service extension, they will be expected to contribute to the cost of any shared line plus contribute the cost of any dedicated line minus a credit for 92 metres of equivalent line cost.

Customers who have paid a capital contribution will be entitled to a refund each time additional customers are connected to the line within ten years of the date of the customer's capital contribution. The refund will be the difference between the net capital contribution paid to date and what would have been required if the additional customers had attached at the time the contribution was paid. Any refunds will be reduced by 10% as an administration fee. The maximum refund a customer can receive is 90% of the original contribution.

Notwithstanding the above, no refunds of capital contributions associated with any line/service extension will be made after such line/service extension is more than fifteen years old.

**3.1 FARMING OR FISHING LOAD THAT MAY QUALIFY FOR THE DOMESTIC SERVICE RATE**

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Farming or fishing units may receive electric service at the domestic rate providing the following conditions are met:

- (a) each unit may have connected up to 200 amps single or combined service capacity, at voltages up to 240 volts, billed on the domestic rate; service capacity in excess of the 200 amp allowance will be billed at the applicable Non Domestic rate; and
- (b) the service capacity must be served by no more than three separately metered services.

The residence or residences will be metered separately for the purpose of this regulation.

A single metered service with capacity in excess of 200 amps will be billed on the applicable Non Domestic rate.

Service capacity of an accessory farm or fishing building served through the residence meter will be considered part of the unit total.

**3.2 PREMISES JOINTLY USED FOR RESIDENTIAL AND COMMERCIAL PURPOSES**

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When a customer uses part of his premises as a residence and part for a small store or office, or other commercial use, the Domestic rate shall be applied to the entire premises, provided the connected load in the commercial portion, excluding space heating and air conditioning, is not greater than 3kW. Otherwise, the applicable Non Domestic rate shall be applied to the entire premises, or, at the customer's option, the residential electric service and the commercial electric service shall be separated and the Company shall install one meter for each, at which time the residential electric service shall be billed at the Domestic Service rate and the commercial electric service at the applicable Non Domestic rate.

### 3.3 SEASONAL ELECTRIC SERVICE

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The contract period for all seasonal accounts is from May 1 to October 31, in any calendar year. Electric service to seasonal customers will remain connected during the winter period from November 1, to the following April 30 and the base charge will not be billed during these winter months, nor will bills be rendered. Energy used beyond October 31 will be billed on the first regular billing after May 1, or the final bill, whichever comes first. A disconnection charge, as set forth in the Schedule of Charges, will be applied when the seasonal electric service is physically disconnected at the request of the customer. The standard connection charge will apply if electric service is subsequently reconnected.

Seasonal domestic electric service will apply to any self-contained electric service (i.e. summer homes, cottages, hunting or fishing camps), occupied on an intermittent basis, and the Company is satisfied that it is not the customer's permanent or primary residence.

Seasonal commercial electric service will apply to self-contained seasonal commercial businesses (i.e. campgrounds, ice cream barns, tourist bureaus, fixed and mobile canteens, kiosks, and federal/provincial park entrance booths). Seasonal commercial service is only available to customers taking service under the Small General Rate and the Company is satisfied that the electric service is being used on a seasonal basis, not year round.

### **3.4 ELECTRIC SERVICE TO MOBILE HOMES**

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Mobile Homes will only be supplied with permanent electric service (other than when used in conjunction with construction projects).

The Mobile Home owner must satisfy the Company that he has obtained all required Municipal approvals for the location and occupancy of the Mobile Home.

### 3.5 STREET AND AREA LIGHTING

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The Company may on request supply and maintain standard street and area lighting units including fixtures, automatic switch, all electric energy and any brackets and hardware required for regular mounting of the lighting unit on an existing pole or suitable mounting location. The Customer will be responsible for any cost in excess of those specified and for providing any easements required for private property.

An individual customer requesting street and area lighting services must agree to a minimum term of one year.

When a customer requests that street lighting be changed to provide higher illumination or improved luminous efficiency, he shall be required to pay the advancement cost of replacement and, in the case where the original fixture cannot be reused, the cost of the remaining life value as determined by the Company.

Where the existing lighting is fully depreciated but where there is useful life remaining, the Company may after taking all relevant circumstances and costs into account, delay the replacement of such lighting.

Street and area lighting rates will be billed along with the regular electric service account.

Costs incurred by the Company for repairs and replacement due to vandalism will be charged to the customer. Where a customer refuses to pay such costs, the Company may refuse to install a replacement fixture at that location.

## 3.6 NET METERING SERVICE

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### 3.6.1 Definition

Net Metering service is a metering and billing practice that enables electricity consumers to generate electricity from renewable, low-impact, generators to offset part or all of their own electrical requirements. Excess self-generation, over a customer's own-consumption needs, is credited against purchased energy for billing purposes over a period of one year. Any surplus generation remaining at the end of a one year period will be purchased by the utility at the appropriate retail rate. Customers taking this service will be referred to as "customer-generators".

### 3.6.2 Availability

- I. Net Metering Service is available to all NSPI bundled service customers who are served from NSPI's Distribution system (ie: 24,940 volts or less), who are billed under NSPI's metered service rates, who install a qualifying generating facility, as defined under item b) in the Special Conditions Section 3.6.6. The maximum capacity of the customer's generating facility will be sized to meet the expected annual consumption of the customer and will fall into one of two classes of service.
  - i. Class 1 Net Metering Service means a generating facility of aggregate nameplate capacity of up to 100 kW
  - ii. Class 2 Net Metering Service means a generating facility of aggregate nameplate capacity of more than 100 kW but less than or equal to 1000 kW.
    - b) Net Metering is not applicable for Unmetered services.
    - c) The customer must provide a written request to take the Net Metering service.

The service is available on a first-come, first-serve basis. For certainty, Net Metering Service is not available to a Customer who is acquiring renewable low-impact electricity from an LRS.

### 3.6.3 Applicability

The service is applicable to any metered electric service accounts which are electrically connected to the same NSPI Distribution Zone as the generator, and which are owned by the same customer.



## 3.6 NET METERING SERVICE

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### 3.6.3.1 Distribution Zone

The Distribution Zone is defined as all NSPI distribution feeders emanating from a single distribution supply transformer within a substation. The Company reserves the right to broaden this definition if in the opinion of the Company this is justified by a customer-specific circumstance and is consistent with the spirit of the intent of this regulation.

### 3.6.3.2 Customer

For the purpose of the Net Metering regulation “customer” is defined as a single legal entity, and does not include a Customer who is acquiring renewable low-impact electricity from an LRS.

### 3.6.4 Billing

- a) Customer-generators will be billed under the otherwise-applicable metered rate schedules.
- b) If in a given billing period the electricity supplied to NSPI’s grid by the customer-generator exceeds that supplied to the customer by NSPI, the customer shall be billed only for the applicable non-KWh monthly charges and shall have the excess self-generation “banked” as energy credits to be applied against future bills over a period not exceeding 12 calendar months..

Banked Excess Self-generation = Self-generation supplied to NSPI - Purchased energy from NSPI.

- c) If in a given billing period the combined total of the electricity supplied to NSPI’s grid by the customer-generator and the “banked” energy credits from the previous billing periods is less than the electricity supplied to the customer by NSPI, NSPI will bill the customer for the Net Purchased Energy Requirement and for the applicable non-KWh monthly charges.

Net Purchased Energy Requirement = Purchased energy from NSPI – (Self-generation supplied to NSPI + “Banked” energy credits).

- d) “Banked” excess self-generation will create an energy credit to be held by the customer-generator and will carry over until the customer’s annual anniversary date at which time the energy credit will be set to zero with compensation to the customer-generator priced at the appropriate retail rate. Where the customer rate structure includes only one energy charge, the surplus credit will be priced at that energy charge. Where the customer rate structure declining block energy charges, the surplus energy will be priced at the energy charge applicable to the additional kilowatt hours. Compensation will be exclusive of any amount representing Demand Side Cost Recovery Rider charges. The customer-generator will set a

### 3.6 NET METERING SERVICE

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permanent annual anniversary date at the time of subscription to the Net Metering service. No changes to the annual anniversary date will be permitted once set. If service is discontinued, any outstanding banked energy credits will be priced in the same manner as those at the time of the annual anniversary date and paid back to the customer-generator.

- e) Any interim energy credit balances on a customer-generator's account other than those covered under item d) will not have any cash value or be convertible to cash.
- f) Should a customer-generator be billed under more than one electric account connected to the same Distribution Zone as the generating facility, the customer will propose a method to apportion its surplus generation against its consumption under multiple accounts for billing purposes. The customer will either designate the order in which the apportionment of surplus generation is to be applied to individual accounts or nominate the fraction of surplus generation to be apportioned to each account or choose a combination of both approaches. Should a customer generator subscribe to more than one net metering application within the same Distribution Zone, each account will have only one generating facility assigned to it for billing purposes. The proposed method of surplus allocation and the account assignment to generating facilities will be approved upon the subscription to the Net Metering service and will stay in effect until such a time when customer submits a written request for change. NSPI may, at its sole discretion, approve such changes provided they remain in place for a minimum of 12 months
- g) For Accounts billed under domestic time-of-day service, NSPI will measure and bank self-generation sold to the grid by distinct time-of-use periods for billing purposes. Any surplus generation remaining at the time of the annual anniversary date or at the time the service is discontinued will be compensated by distinct time-of-use period at the appropriate time-of-use energy charges.
- h) Any environmental credits which may be created through the generation of energy through Net Metering will be held by NSPI.

### 3.6 NET METERING SERVICE

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#### 3.6.5 Metering

- a) Net energy metering shall be accomplished using a single meter capable of registering the flow of electricity in two directions as approved by Measurement Canada. If the eligible customer-generator's existing electrical meter is not capable of measuring the flow of electricity in two directions, the customer-generator shall be responsible for incremental meter costs and any other related costs.
  - i. If NSPI determines that the flow of electricity in both directions cannot be reliably or safely determined through use of a single meter, NSPI may require that separate meters be installed. Such metering will be at the customer's cost.
- b) In addition to a), for Class 2, Net Metering an additional metering system dedicated exclusively to measuring the generator's output is required.

#### 3.6.6 Special Conditions

- a) Special conditions in this regulation do not supersede, modify or nullify special conditions accompanying the otherwise-applicable metered rate schedules.
- b) A Qualifying generating facility must meet the following requirements:
  - i. Utilizes only a renewable, low-impact source of energy as defined in the Renewable Electricity Regulation for the purposes of section 3A of Chapter 25 of the *Electricity Act*.
  - ii. Has a manufacturer's nameplate rating of not more than 1,000 Kilowatts, which NSPI has the right to verify through inspection or testing.
  - iii. Is located within the same Distribution Zone as all of the customer's premise(s) for which the customer is requesting Net Metering electric service in conjunction with this facility.
  - iv. Subject to special condition b) iii), at the discretion of the customer, the generator may be connected to the grid either at any of the existing points of delivery of purchased power from NSPI or at a separate point if approved by NSPI. If a separate point of delivery is used, all additional costs will be the responsibility of the customer-generator.
  - v. Net Metering facility shall meet all applicable safety and performance standards established by Measurement Canada, the Canadian Electrical Code, and NSPI's guidelines.

#### 4.1 INSTALLATION AND ACCESS TO METERS

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Representatives of the Company shall have the right of access to connect, remove, read or test meters or other appurtenances at all reasonable hours. When suitable arrangements cannot be made for the Customer's meter to be read at the normal reading time the Company may require the installation of an outside meter. The cost of such installation shall be borne by the Customer.

If in the Company's opinion the meter is located in such a position that it is subject to damage, the Company may instruct the Customer to suitably protect the meter or move the meter to a new location, and the cost thereof shall be borne by the Customer. If the Customer fails to follow the Company's instructions, the Company may take the necessary steps to protect the meter. The Customer shall reimburse the Company for any costs so incurred by the Company.

In all new residential premises entrance wiring shall be installed so that an outdoor meter may be used.

Any Customer with an existing indoor meter in a residential premises, who makes a change in the electric service entrance conduit and wiring, is required to arrange for an outdoor meter unless permission is granted by the Company to do otherwise.

When an addition to premises results in an outdoor meter being located inside the building, then the meter must be relocated outside.

Provision must be made by the Customer for the use of socket-base meters in all cases.

If, in the opinion of the Company, any Customer has failed to comply with these requirements the Company shall, after written notice to the Customer, discontinue electric service to such Customer. The standard connection charge will apply if service is subsequently reconnected.

**4.2 METERED ELECTRIC SERVICE - UNMETERED ELECTRIC SERVICE**

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The consumption of electric service supplied by the Company shall be recorded by the use of the appropriate meters, provided however that the Company may provide unmetered electric service in those instances where consumption is low, constant and readily determined.

**4.3 MULTIPLE METERING POINTS**

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Where, because of the customer's requirements, it is necessary to use more than one metering point, then the power and energy recorded on each meter shall be billed separately and at the rate applicable to the loads served at each meter.

**4.4 PRIMARY METERING**

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Metering will normally be at the secondary side of the transformer. Should the customer's requirements make it necessary for the Company to provide primary metering, then the customer will be required to make a capital contribution equal to the additional cost of the primary metering.

**4.5 CONVERSION OF SINGLE FAMILY RESIDENCE**

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If a Domestic Service customer permits additional living quarters for other parties in the same premises or a separate establishment to be connected through his meter, the Company has the option of multiplying the base charge, where applicable, and the kilowatt hours in each block by the number of dwelling units involved at the rate applicable to the main electric service, or disconnecting the electric service supplying the customer until the electric service to the other parties has been connected through an additional meter in the regular way.



**4.6 THEFT OF ELECTRIC POWER AND ENERGY**

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Where there is evidence of theft of electric power and/or energy, the customer's electric service may be disconnected. Such person or persons responsible may be liable for prosecution under the Criminal Code of Canada.

In such cases, customers with indoor meters may be required to move the meter to an outdoor location.

**4.7 POWER FACTOR CORRECTION**

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When charges are based on maximum demand measured in kilowatts, the customer shall maintain a power factor of not less than 90%.

Where the Company determines that a customer's power factor is less than acceptable, the Company shall have the right to meter the customer in kV.A demand and to calculate a kW billing demand based on a power factor of 90%.

**4.8 INSPECTION OF CONNECTED LOAD**

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Representatives of the Company shall have the right to enter the premises of all customers during all reasonable hours for the purpose of inspecting connected load.

**4.9 COMPANY'S RIGHT TO REFUSE PROVISION OF ELECTRIC SERVICE**

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Notwithstanding any other provision of these Regulations, the Company may refuse to provide electric service, or may disconnect the supply of any electric service at such times, and for such lengths of time, as the Company may deem to be appropriate if:

- (1) in the Company's opinion a state of emergency exists; or
- (2) in the Company's opinion such action may be necessary to avoid injury or damage to persons or property, whether such property be the property of the Company, Customers of the Company, or otherwise.

## 5.1 METER READING

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When reasonably possible, meters shall be read bi-monthly; however, the Company may read meters on a monthly basis.

### POST CARD METER READING

In the event that the Company is unable to obtain meter readings, for billing purposes, during the Company's normal business hours, having exercised due diligence in the usual practice of meter reading, it may leave a prepaid postage card on the premises which will indicate the normal reading date, and upon which the Customer shall without delay record the reading of the meter, thereafter immediately returning the card to the Company.

### ESTIMATED METER READING

If the Company is unable to obtain a meter reading due to circumstances beyond its control, or due to the failure of the Customer to return a post card reading, then the amount of power and energy used by the Customer shall be estimated by the Company using the best available data. In the event that estimated meter readings are required five (5) consecutive times, then the Customer shall make suitable arrangements to ensure that the meters are read by the Company during the Company's normal business hours. Should the Customer fail to make such suitable arrangements, the Company may disconnect the supply of electric service to the Customer or may require that the Customer relocate the meter in accordance with the Regulation 4.1.

In the event that actual meter readings are obtained subsequent to estimated readings, the Company shall make the necessary adjustments.

### METER READING IN RURAL AREAS

Where electric service is supplied to a Customer in a rural area, the Company may adopt a post card meter reading system of monthly or bi-monthly meter reading. Under such system, the Company shall supply the Customer with prepaid postage cards upon which the Company shall indicate the date upon which the meter shall be read by the Customer ("reading date"). The Customer shall record on the postcard the reading showing on the meter as of the reading date and shall immediately return the card to the Company. In these circumstances, the Company may consider postcard meter reading to be actual meter readings.

**5.1 METER READING**

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**ESTIMATED METER READINGS IN RURAL AREAS**

In those rural areas where the post card meter reading has been adopted, should the Customer fail to return the prepaid postage card, then the amount of power and energy used by the Customer shall be estimated by the Company using the best available data.

Notwithstanding the foregoing, an actual reading must be taken by the Company at least once within a twelve-month period for meters which are read bi-monthly and once within a six-month period for meters which are read monthly.

**5.2 BILLING**

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Except for Domestic Rate Customers who are on the Residential Budget Plan or the Interim Bill Plan, the Company shall render bills on a bi-monthly basis when meters are scheduled to be read or are normally read bi-monthly and on a monthly basis when meters are scheduled to be read or are normally read monthly.

In computing bi-monthly bills, the applicable monthly base and/or demand charge and energy blocks shall be doubled.

Initial and final bills for electric service shall be calculated based on the actual days of service.

Bills which are based on estimated readings shall be identified as such.

### 5.3 ALTERNATIVE BILLING PLANS

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**A) EQUAL BILLING PLAN (Not available to a Customer who is acquiring renewable low-impact electricity from an LRS)**

A customer (excluding a Customer who is acquiring renewable low-impact electricity from an LRS) may make application to the Company, at any time during the year, for the Equal Billing Plan which has a twelve-month period. All customers will have a January anniversary date and a July reset date, regardless of their month of entry to the Plan.

An Equal Billing Plan customer shall be billed monthly. The monthly billing amount shall be set twice in a year in January and July based upon the average kilowatt hour usage of the customer at the premises to which the application relates for the preceding 12 month period, and as adjusted for normal weather. If the customer does not have the required 12 month period history at the premises, the Company shall estimate the amount of the monthly bill.

The Company shall read the meter on a monthly or bi-monthly basis and at the end of equal billing periods of electric service ending in December and June, the Company shall render a bill in January and July which shall show the new equal billing payment amount for the next six months and show the amount owing based on the meter readings less the amounts paid.

The new equal billing payment amount set in January is calculated on the preceding 12 month billing period, and includes any credits or debits incurred on the customers' account. The new equal billing payment amount set in July is calculated on the preceding 12 month billing usage but does not include any new credits or debits incurred since January.

Alternatively, if the total of the billing based on the meter readings is greater than the total of the monthly payments, the customer may pay the difference to the Company; or if the total of the monthly payments is greater than the billing based on the readings, the customer may request a refund of the difference.

The Company may refuse to place a customer on the Equal Billing Plan or remove an existing customer from the Plan if the customer has an unsatisfactory credit history. Domestic customers who enter into a Payment Agreement with the Company are eligible to be placed on the Equal Billing Plan with blended payments consisting of monthly usage and arrears. The Company will issue information to the customer on a monthly or bi-monthly basis, calculated on the readings. Such information shall be for the purpose of informing the customer of the actual charges which may be applicable to the customer's account.

**B) GROUP BILLING PLAN (Not available to a Customer who is acquiring renewable low-impact electricity from an LRS)**



**5.3 ALTERNATIVE BILLING PLANS**

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A customer (excluding a Customer who is acquiring renewable low-impact electricity from an LRS) may request billing under the Group Billing Plan at any time.

Under this plan the customer will be issued a group bill on Tuesday of each week (Wednesday, if Monday is a holiday). This group bill will contain all of that customer's accounts that were regularly billed during the previous seven days.

Group bills are due on the billing date. Those that are not paid within seventeen (17) days are subject to an interest charge in accordance with Regulation 7.1 (h).

In the case of a dispute regarding any part of the group bill, the undisputed portion must be paid in full. Adjustments would be made as appropriate where the disputed amount is resolved in the customer's favour.

## 5.4 PAYMENT OF ACCOUNTS AND INTEREST CHARGES

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### PAYMENT OF ACCOUNTS

Bills are due on the billing date. Service to a customer whose bill remains unpaid for a period of thirty days after the billing date is subject to disconnection for non payment. Payments on accounts in arrears shall be credited first to the most outstanding of these amounts. Where such a payment only reduces the outstanding balance due, a customer must make satisfactory arrangements for payment of the balance prior to the expiry of a collection notice in order to avoid disconnection without further notice.

Bills may be paid by mail, at any Chartered Bank and most Credit Unions (in person, by telephone banking or electronically), at designated Company offices or through authorized payment agents.

In addition, the Company may permit the customer to have bills sent directly to the customer's bank for payment under the terms of a Pre-Authorized Payment Plan. NS Power may also permit payment by credit or debit card (plus any applicable fees) through an authorized payment agent.

### AUTOMATIC PAYMENT PLAN (PAY SMART)

A customer may make application to the Company at any time to be placed on the Automatic Payment Plan. Under the Automatic Payment Plan, the Company withdraws funds from the customer's designated account based on the due date to cover the billed amount. The customer will be removed from the Automatic Payment Plan if there have been two occurrences of insufficient funds on the account.

### BI-MONTHLY BILLS - INTEREST CHARGES

Bills which are issued on a bi-monthly basis and which are not paid within thirty (30) days after the billing date shall be subject to an interest charge as set forth in the Schedule of Charges. The amount due within the thirty (30) day period and the effective date of the interest charge shall be clearly shown on the bill.

### NOTICE TO CUSTOMERS IN ARREARS

NSPI must provide notice to customers who have bills thirty days overdue, and the notice may be automated and must be postmarked no later than the day the bill becomes 30 days overdue stating:

Your account is in default. Options for repayment and a payment plan are available to you. As soon as possible, contact us to find out what your options are @ [NTD insert proper email address and phone number.

### MONTHLY BILLS INCLUDING RESIDENTIAL BUDGET PLAN - INTEREST CHARGES

**5.4 PAYMENT OF ACCOUNTS AND INTEREST CHARGES**

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Bills which are issued on a monthly basis, including those rendered under the Residential Budget Plan, and which are not paid within twenty (20) days after the billing date shall be subject to an interest charge as set forth in the Schedule of Charges. The amount due within the twenty (20) day period, and the effective date of the interest charge shall be clearly shown on the bill.

**INTERIM BILLS - INTEREST CHARGES**

The interest charges shall not be applicable on interim bills issued under the Interim Bill Plan.

## 5.5 BILLING ADJUSTMENTS

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When a customer disputes the amount of electricity consumed from the meter, the Company shall:

- a) Initiate a check on the meter reading to ensure the original reading was correct and advise the customer.
- b) If the customer is not satisfied, the Company shall do an “As found Meter Test” on the meter in the Company’s Measurement Canada certified facility to verify the reading is within the allowed tolerances, and advise the customer of the results.
- c) If the Customer is still not satisfied, the Company will advise the Customer he/she may request an independent meter test to be performed by Industry Canada (see Regulation 6.7).

### **CUSTOMER UNDERBILLED**

Should it be necessary for the Company to make a billing adjustment as a result of a customer being underbilled, for any reason, such adjustment for the amount of electric power and energy consumed in excess of that recorded on the meter, shall be estimated by the Company. The customer shall be responsible for payment of such amount, provided however, the billing adjustment shall be limited to a period not in excess of six (6) months prior to the last scheduled regular meter reading date.

Notwithstanding the above, in the event that a billing adjustment is a result of the customer's illegal or wilful interference with, or damage to, equipment used to record the consumption of electric power and energy, then the billing adjustment shall not in such circumstances be limited to a six (6) month period prior to the last scheduled meter reading date; rather, the customer shall be responsible for payment of such amount from the date of such interference or damage.

### **CUSTOMER OVERBILLED**

Should it become necessary for the Company to make a billing adjustment as a result of a customer being overbilled, the following time frames for the adjustment are used to calculate the overbilling as per the Electricity and Gas Inspection Act, R.S.C. 1985, c.E4 as amended.

**5.5 BILLING ADJUSTMENTS**

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1. Where the error is caused by a meter registering outside allowable limits, the overbilling is calculated from the beginning of a 3 month period prior to the customers request to Industry Canada to test the meter or from the date on which the meter was last sealed if the sealing occurred within that period.
2. Where the overbilling is identified and the meter is more than 3 months past due for reverification, the overbilling shall be calculated from the date when reverification was due.
3. Where the overbilling has been caused by an incorrectly installed meter, or an incorrect use of registering the meter or an incorrect multiplier; the overbilling is to be calculated from the date of installation. This type of overbill situation takes precedence over 1 and 2 above.

## 6.1 DISCONNECTION OF ELECTRIC SERVICE

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### (a) REASONS FOR DISCONNECTION

Subject to the requirements of these regulations the Company may disconnect service to a customer for one or more of the following reasons:

- (1) non-payment of a delinquent account;
- (2) unauthorized interference with or diversion of use of the Company's service situated or delivered on or about the customer's premises;
- (3) failure to comply with the terms and conditions of a Payment Agreement;
- (4) refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance and replacement;
- (5) misrepresentation of identity for the purpose of obtaining utility service;
- (6) refusal of service according to regulation 2.1;
- (7) violation of any other rules of the Company on file and approved by the Board which adversely affects the safety of the customer or other persons or the integrity of the Company's energy delivery system;
- (8) failure to pay a deposit as requested.

### (b) NOTICE REQUIREMENT

- (1) Electric service to a customer may be disconnected twelve (12) days after service upon the customer of a written notice of disconnection. Service of such notice may be by personal service, leaving a notice at the last known address of the customer or by first class mail. Where service is by first class mail such service shall be deemed complete upon the second day following the date of mailing.
- (2) The customer shall be entitled to discuss the matter with the appropriate Company personnel before disconnection.
- (3) If a customer, who has outstanding arrears from an electric service account, applies for and receives electric service, the Company may, upon

## 6.1 DISCONNECTION OF ELECTRIC SERVICE

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giving twelve (12) days notice of disconnection, as aforesaid, disconnect the customer's active electric service.

- (4) If a customer fails to pay a deposit or make satisfactory arrangements to pay a deposit, the Company may, upon giving twelve (12) days notice of disconnection, as aforesaid, disconnect the customer's active electric service.

### (c) CONTENTS OF NOTICE

The notice of disconnection shall state the following:

- (1) in bold-face at the top of the notice, "Disconnection Notice";
- (2) the date on or after which disconnection will occur;
- (3) that if the customer disputes the reason for disconnection a complaint may be made to the Dispute Resolution Officer and that the Board will hear an appeal from his decision;
- (4) the address and telephone numbers of the Dispute Resolution Officer and the Board;
- (5) that, if the customer is unable to pay the full amount shown before the date set out in the notice, the customer may be entitled to enter into a Payment Agreement with the Company.

## 6.2 RULES GOVERNING DISCONNECTION

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### A) TIME OF DISCONNECTION

The Company may disconnect the electric service to a customer on, or after, the date specified in the notice of disconnection and only during normal business hours.

Electric service shall not be disconnected on a day, or a day immediately preceding a day when the general services of the Company are not available to the public for the purpose of reconnecting a disconnected electric service.

The Company shall not disconnect electrical service to a domestic customer when the weather temperature is 0 degrees Celsius or below or forecast to be 0 degrees Celsius or below anytime in the week following the planned disconnection.

### B) MANNER OF DISCONNECTION

Prior to the proposed date of disconnection the Company shall make reasonable efforts to contact the customer, to determine whether the customer has satisfied the outstanding account or is willing to make satisfactory arrangements to settle the outstanding account. If such contact is made and payment is not or has not been made and satisfactory arrangements for payment have not been made, the Company may disconnect the electric service. If such contact cannot be made the Company shall attempt to contact the customer or other responsible adult upon the premises served by the electric service account. If the Company is unable to contact such persons upon the premises, a written notice shall be left in a conspicuous location or the written notice shall be delivered by priority mail requiring signature. Either notice shall state the date and time after which electric service will be disconnected unless the amount, specified for the outstanding account is satisfied or satisfactory arrangements made to settle the outstanding account and thereafter the Company may disconnect the existing electric service.

When either notice is given, the customer will be charged the appropriate collection charge as set forth in the Schedule of Charges.

Should it be necessary for a Company representative to visit the customer for the purpose of disconnecting electric service and the service is not then disconnected the customer will be charged the standard collection charge as set forth in the Schedule of Charges, for each such visit.



**6.2 RULES GOVERNING DISCONNECTION**

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When electric service is disconnected and the Company has not established contact with the customer, or other responsible person, the Company representative shall leave a notice upon the premises advising the customer of the fact that electric service has been disconnected and stating the address and phone number of the Company's office which should be contacted by the customer.

**6.3 MEDICAL EMERGENCY**

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The Company shall postpone disconnection of electric service to a customer for a period not to exceed 14 days after the disconnection would normally be permitted under these Regulations if the customer produces a physician's certificate, stating that disconnection will aggravate a serious medical condition of the customer, a member of the customer's family or a permanent resident of the premises where electric service is to be disconnected.

## 6.4 DISPUTED BILLING FOR ELECTRIC SERVICE

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- (1) Where a customer advises the Company that all or a portion of his bill or any matter relating to the provision of electric service is in dispute, the Company shall:
  - (a) record the date, time and place where the complaint is made;
  - (b) promptly investigate the matter in dispute;
  - (c) upon completion of the investigation, advise the customer of the results thereof; and
  - (d) attempt to resolve the matter in an informal manner.
- (2) In the event that a customer disputes a portion of a billing, then the customer shall pay or make satisfactory arrangements to pay the amount of arrears which is not in dispute, to the Company, within five days of the date upon which the customer advises the Company of the dispute or the due date, whichever is later. Failure of the customer to pay or make satisfactory arrangements to pay to the Company the amount of arrears which is not in dispute, as set out above, shall constitute a waiver of the customer's rights to dispute the matter, and the Company may then proceed to disconnect the electric service provided in accordance with these regulations. Should the customer and the Company be unable to accurately determine the amount which is not in dispute then the entire amount of the bill, or bills, at issue shall be deemed to be in dispute.
- (3) If the Company and the customer are unable to resolve a dispute in a mutually satisfactory manner, the customer may contact the Company's Dispute Resolution Officer or his designate. The Dispute Resolution Officer shall be appointed by the Company and have no direct line responsibility for billing, credit, collection or electrical supply to the customer.
- (4) The Dispute Resolution Officer shall consider both sides and after review, render his decision promptly. The customer has 12 days from notification of the decision to appeal, in writing, to the Board. No disconnection in relation to a disputed bill shall be made until twelve days after the decision of the Dispute Resolution Officer is given and the customer is notified thereof.

**6.5 PAYMENT AGREEMENT**

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(1) In those cases where the customer does not dispute liability for the amount in arrears, or where the Company and the customer arrive at a settlement of the dispute, the Company may, if the customer is unable to pay the amount in arrears, permit the customer to pay the full amount over a period of time.

**(2) DOMESTIC CUSTOMERS**

(a) In those cases where a domestic customer does not dispute liability for the amount in arrears and the domestic customer is unable to pay the amount in arrears, the Company shall offer the customer the opportunity to enter into a Payment Agreement that provides for reasonable terms and conditions of repayment over time of the amount in arrears, consistent with the customer's ability to pay.

(b) Where the Company and the customer agree to terms and conditions of repayment of the amount in arrears within 30 days, no written agreement is required. Where payment arrangements extend beyond 30 days, the Company shall offer the customer a written Payment Agreement. A domestic customer is eligible for a Payment Agreement to be extended to 24 months. The Company shall communicate to the customer that a Payment Agreement for repayment of arrears over 24 months is available depending on the amount of arrears, whether there have been previous defaults upon Payment Agreements entered into pursuant to these Regulations within the last 24 months, and the customer's ability to pay. No further notice of disconnection shall be sent to the customer unless the customer fails to comply with the terms and conditions of the Payment Agreement or is otherwise liable to disconnection for any of the reasons under Regulation 6.1(a), in which case, if the Company decides to disconnect, the Company shall serve a written notice of disconnection as provided for in Regulation 6.1(b).

(c) Once a Payment Agreement has been entered into, further interest, starting from the date the negotiations with respect to the Payment Agreement began, will not accrue on a domestic customer's account so long as the terms of the Payment Agreement are being met.

(d) A Payment Agreement may be amended between a domestic customer and the Company, except where:

- i. The account is in arrears for an amount equivalent to more than 6 months usage;
- ii. There has been no payment on the account for 3 months; or
- iii. The customer has not made the 2 most recent payments required under the Payment Agreement.

**6.5 PAYMENT AGREEMENT**

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**(3) FORM OF PAYMENT AGREEMENT AND PROCEDURE**

Every Payment Agreement shall be in writing and shall be signed by the customer and an authorized representative of the Company. The Payment Agreement shall be prepared by the Company and shall contain a schedule of payments calculated to eliminate the liability of the customer. The Payment Agreement shall contain the following in bold face type, in print at least two sizes larger than any other print on the Agreement, and in the space immediately preceding the space for the customer's signature;

**6.5 PAYMENT AGREEMENT**

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"IF YOU ARE NOT SATISFIED THAT THIS PAYMENT AGREEMENT ACCURATELY REFLECTS THE TERMS OF THE AGREEMENT REACHED WITH NOVA SCOTIA POWER, DO NOT SIGN.

IF YOU DO SIGN THIS PAYMENT AGREEMENT YOU WAIVE YOUR RIGHT TO DISPUTE THIS MATTER FOR ANY REASON EXCEPT THE NOVA SCOTIA POWER'S FAILURE OR REFUSAL TO FOLLOW THE TERMS HEREOF.

FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT MAY RESULT IN DISCONNECTION OF ELECTRIC SERVICE."

## 6.6 DEPOSITS

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When requested by the Company, a customer shall deposit with the Company a sum equal to estimated charges for three months' service when billed bimonthly, and approximately two months' when bills are rendered monthly. This deposit is to be held by the Company as security for the payment of its bills. When the customer ceases to use the service and pays all bills, or the Company deems a deposit is no longer required, the deposit with interest is to be returned to the customer, as set forth in the Schedule of Charges. The Company shall review its customer deposits every two years with a view to determining whether or not a deposit is still required.

The Company shall inform the customer that the requested deposit can be made in equal monthly installments and paid over 12 months.

If a customer does not pay a deposit as requested by the Company, the Company may refuse to provide service or disconnect the customer's service.

### RESIDENTIAL ELECTRIC SERVICE

The Company shall not require a deposit from a residential customer, unless one of the following conditions has occurred within the last two years of service from the Company:

- (a) The customer does not have a previous credit history with the Company and does not have an acceptable external credit rating.
- (b) The customer's service has previously been disconnected for non-payment.
- (c) The customer refuses to supply necessary customer data to meet our requirements.
- (d) The customer has obtained or attempted to obtain service through misrepresentation, tampering, theft, interference, or any other related illegal means.
- (e) The customer has been delinquent requiring disconnection communication and/or field collection visits or has presented cheques that were returned noted N.S.F.
- (f) The customer has a record of moving without notice.
- (g) The customer has filed for bankruptcy and has chosen to claim his electric service account in the bankruptcy.
- (h) Customers receiving social assistance or other similar types of income security payments shall not be required to make deposits unless they have a history of a bad credit relationship with the Company

## 6.6 DEPOSITS

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Notwithstanding items (a)(h) above, if the customer is unable to pay a deposit, the Company will waive the requirement for a deposit. A deposit will be required if, following a waiver of the deposit, the customer has a subsequent default in payment, or is seeking reconnection following having been disconnected for non-payment and having had a security deposit previously waived with respect to the account that was disconnected.

### NON RESIDENTIAL ELECTRIC SERVICE

When a non Residential customer applies for service, the Company will normally require a deposit. This includes non residential customers on the Domestic Service Rate.

A deposit from a Business or Commercial customer may not be required if any of the following conditions apply:

- (a) The customer has existing accounts which have been paid satisfactorily for a period of not less than two years, in which case the account(s) are considered to be established as credit worthy.
- (b) The customer is a subsidiary of an established existing customer and that parent organization has guaranteed payment of the account and has been approved by the Credit & Collections Department.
- (c) The customer is a Federal, Provincial or Municipal Government body with whom we have had no recent collection activity or difficulties.



**6.7 DISPUTE TEST**

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Upon notice from Industry Canada, the Company will remove the meter and ship it to Industry Canada (seal intact) for testing. If the meter, when tested, is found to be accurate, the customer is responsible for any outstanding amount. Also, if the meter is found to be accurate, the Company will charge the customer a fee as outlined in the Schedule of Charges 7.1, Section 1.

**6.8 RETURNED CHEQUE CHARGE**

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A returned cheque charge as set forth in the Schedule of Charges shall be applicable to the customer's account when:

- a) a cheque tendered to the Company in payment of an account is returned by the bank/financial institution uncleared; or
- b) payment through a pre-authorized or automatic payment plan has been reversed or dishonoured by the bank/financial institution.

Where it is established that the cheque, pre-authorized or automatic payment has been returned, reversed, or dishonoured as a result of an error on behalf of the bank/financial institution or the Company, the charge shall not apply.

## 7.1 SCHEDULE OF CHARGES

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The following charges shall apply:

- |     |   |  |
|-----|---|--|
| (a) | Connection or reconnection of electric service, whether metered or unmetered, to any premises during the Company's normal working hours.  | \$28.00 standard charge  |
| (b) | Connection or reconnection of electric service, whether metered or unmetered, to any premises after the Company's normal working hours, if requested by the Customer and is not a reconnection for non payment. | \$28.00 standard charge plus \$75.00 charge for additional costs.  |
| (c) | Reconnection of electric service, whether metered or unmetered, to any premises after the Company's normal working hours, if requested by the Customer and is a reconnection associated with non payment.       | \$28.00 standard charge plus \$75.00 charge for additional costs.  |
| (d) | Connection or reconnection of electric service to any premises serviced by temporary service in accordance with these Regulations.  | \$28.00 standard charge plus all other costs incurred by the Company in connecting or reconnecting service |
| (e) | Disconnection-Seasonal Electric Service   | \$30.00 standard charge  |
| (f) | Returned Cheque Charge  | \$23.00  |
| (g) | Interest on Overdue Accounts  | 1.5% per month or part thereof, or a maximum of 19.56% per annum   |
| (h) | Interest on Deposits  | Interest Rate based on Royal Bank prime rate minus 1%; set January 1 <sup>st</sup> of each year            |
| (i) | Dispute Test Fee re satisfactory meter  | \$38.00  |
| (j) | Standard Contribution for three-phase service 15 kW and under   | \$1,235.00   |

## 7.1 SCHEDULE OF CHARGES

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(k)	Charge for installation of Recording Equipment	
	<ul style="list-style-type: none"> <li>• 240 volt single phase voltage recorder</li> <li>• all other recording equipment</li> </ul>	<p>\$25.00</p> <p>Actual Costs incurred by the Company</p>
(l)	Service Charge for any miscellaneous requests.	Actual Costs incurred by the Company
(m)	All pole attachments for telecommunication common carriers, or broadcasters, exclusive of those under joint use agreements.	\$14.15 per pole per year
(n)	Access to NSPI Mobile Radio Network	Monthly Charge
	<ul style="list-style-type: none"> <li>- Basic Dispatch Service</li> <li>- Individual/Group Call Feature</li> <li>- Networking Features</li> <li>- Interconnect Facility (PSTN) Access</li> </ul>	<p>\$26.00</p> <p>\$21.00</p> <p>\$11.00</p> <p>\$41.00</p>

## 7.2 SCHEDULE OF WIRING INSPECTION FEES

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### 7.2.1 Permits and Inspections

Permits and inspections will normally be of three types:

- a) Regular Permits and Inspections
- b) Annual Permits and Inspections
- c) Special Permits and Inspections

#### a) **Regular Permits and Inspections**

All persons, firms or corporations within Nova Scotia Power's inspection authority who are eligible to install electrical installations for the use of electrical energy shall, before commencing or doing any electrical installation of new equipment, or repairs, or altering or adding to any electrical installation or equipment already installed, submit and obtain approval in a manner prescribed by the inspection authority.

Individual permits shall be required for temporary and individual miscellaneous services and each dwelling unit of a single, duplex or row type housing, etc., whether supplied via an individual or multi-position metering devices.

Apartment type buildings, multi-tenant industrial and commercial installations shall be performed under one permit.

Permits are not transferable.

Permits shall be issued only to the firm or persons performing the work described on the Permit and in compliance with Section 4, "Permit" of the regulations made by the Fire Marshall pursuant to the Electrical Installation and Inspection Act.

Permit holders shall immediately notify the Electrical Inspection Authority upon the completion of an electrical installation requesting a FINAL inspection.

The fee for a Regular Permit and Inspection will be based on the Installed Value, including labour, material and sundries of the electrical installation, alteration, upgrade, repair or extension.

## 7.2 SCHEDULE OF WIRING INSPECTION FEES

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When a dispute arises regarding the cost of an electrical installation the permit applicant may be required, at the Inspection Authority discretion, to supply a letter from the owner indicating the value of the contract and/or a bill of materials for the project.

The fees for a Regular Permit and Inspection, including the number of Inspection Visits, shall be based on the Installed Value of the installation as shown in the Inspection Fee Schedule.

### b) Annual Permits and Inspections

An annual maintenance permit shall be issued for an establishment to cover all minor repairs as required under sections 4(a) (B), (2) and (3) of the regulations made by the Fire Marshal pursuant to the Electrical Installation Act.

Such a permit does not entitle the holder to effect major electrical alterations or additions.

The number of inspection visits shall be at the discretion of the Inspection Authority. Notwithstanding the above, at least one inspection visit shall be made in the year for which the permit is issued.

### c) Special Permits and Inspections

Where the fee for a Regular Permit and Inspection are inappropriate the special permit and inspection fee shall apply. (Ex. carnivals and travelling shows).

#### 7.2.2 Late Application Fee

Where an electrical contractor fails to obtain an electrical wiring permit prior to commencing the electrical work, an additional fee shall be payable in the amount of fifty (50) percent of the regular fee, up to a maximum additional fee of \$100.00.

## 7.2 SCHEDULE OF WIRING INSPECTION FEES

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### 7.2.3 Payment of Fees

Fees for permits and inspections shall be paid at the time of requesting the permit unless otherwise indicated by the inspection authority. Permits having fees in arrears in excess of 120 days shall be subject to cancellation and at the discretion of the inspection authority, no additional permits shall be issued to the holder of the unpaid permits until such time the outstanding fees have been adequately dealt with.

### 7.2.4 Refund of Fees

The holder of a permit may apply to the inspection authority for a refund less a \$10.00 non-refundable portion of the permit fee with respect to a cancelled or unused permit. No refund shall be issued for a permit where an inspection call has been made at the request of the permit holder.

### 7.2.5 Expiry of Permits

A permit for electrical work is valid for 12 months from the date of issue in respect of residential and 24 months in respect of all others unless otherwise noted on the permit. Upon expiry, a renewal fee to a maximum of 50% of the cost of the original permit shall be charged.

### 7.2.6 Review of Plans and Specifications

The Inspection Authority may, prior to issuing a permit, request the submission of plans and specifications for any proposed electrical installation. Plans shall be submitted for all commercial, industrial institutional installations exceeding 250 volts or 250 amperes.

7.2 SCHEDULE OF WIRING INSPECTION FEES

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7.2.7 Inspection Fee Schedule

a) **Regular Permits and Inspection**

The fee for a regular permit and the maximum number of inspection visits, with respect to an installation will be calculated, as follows.

b) **Annual Permit and Inspection**

The fee for an annual permit and inspection for any one establishment shall be the appropriate hourly rate.

c) **Special Permit and Inspection**

The fee for a special permit and inspection for any one project shall be the appropriate hourly rate.

d) **Plans Examination**

The fees for the examination of electrical plans and specifications shall be per review:

0 – 1,000 amps	\$ 115.00
Greater than 1,000 amps	\$ 115.00

e) **Primary Services**

The fees for the inspection of a primary service (padmount, vault, etc.) shall be per installation.	\$124.00
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f) **Letter of Acceptance**

The fees for a Letter of Acceptance shall be.....	\$ 32.00
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## 7.2 SCHEDULE OF WIRING INSPECTION FEES

## INSPECTION FEE SCHEDULE

INSTALLED VALUE OF ELECTRICAL INSTALLATION	INSPECTION VISITS	PERMIT FEE
\$ 0,000 to \$ 2,000	1	\$ 69.00
\$ 2,001 to \$ 4,000	2	\$ 138.00
\$ 4,001 to \$ 6,000	2	\$ 233.00
\$ 6,001 to \$ 8,000	2	\$ 284.00
\$ 8,001 to \$ 10,000	2	\$ 330.00
\$ 10,001 to \$ 15,000	3	\$ 462.00
\$ 15,001 to \$ 25,000	3	\$ 587.00
\$ 25,001 to \$ 50,000	3	\$ 850.00
\$ 50,001 to \$ 100,000	3	\$1,206.00
\$100,001 to \$ 300,000	4	\$1,893.00
\$300,001 to \$ 500,000	5	\$2,365.00
\$500,001 to \$750,000	6	\$2,839.00
\$750,001 to \$1,000,000	8	\$3,785.00
+ \$1,000,000	10	\$4,626.00
		+ 0.15% of cost in excess of \$1,000,000

**New Installations** are subject to the following minimum inspection fees:

RESIDENTIAL-ALL INSTALLATIONS	\$138.00
COMMERCIAL/INDUSTRIAL INSTITUTIONAL	
Up to 100 AMPS	\$138.00
Over 100 to 400 AMPS	\$330.00
Over 400 to 800 AMPS	\$462.00
Over 800 to 1000 AMPS	\$587.00
Over 1000 AMPS	\$850.00

g) **Hourly Rate Inspections**

Note: All fees are per inspection visit.

7.2 SCHEDULE OF WIRING INSPECTION FEES

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**Normal Working Hours:**

i)	For the first hour or fraction thereof	\$ 68.00
ii)	For each additional half-hour or fraction thereof.....	\$ 28.00

**Outside Normal Working Hours:**

Extension of a regular work day (before or after)		
i)	For the first hour or fraction thereof.....	\$ 91.00
ii)	For each additional half-hour or fraction thereof.....	\$ 39.00

**Weekends and Statutory Holidays:**

Scheduled inspections on weekends (Saturday, Sunday) and statutory holidays:		
i)	For the first hour or fraction thereof.....	\$151.00
ii)	For each additional half-hour or fraction thereof.....	\$ 54.00

h) **Inspections in Excess of Maximum Number of Visits**

For an inspection visit, in excess of the maximum number of visits permitted under the Regular Permit and Inspection Fee the Special Permit and Inspection Fee shall apply.

### 7.3 SCHEDULE OF LOAD RESEARCH MONITORING, REPORTING AND ANALYTICAL CHARGES

The following schedule of charges shall apply to customers requesting Load Research information. (Note: Customers must provide access to a shared phone line for data collection via automatic meter reading equipment):

- a) **Recovery of the Capital Cost of Installed Equipment** will be the actual costs incurred by the Company.
- b) **Setup for Load Research** will be the actual cost incurred by Company plus a 25% markup.
- c) **Analysis and Reporting Charges** will be the actual costs incurred by the Company plus at 25% markup.
- d) **Specialized Customer Analysis** will be the actual costs incurred by the Company plus at 25% markup.

#### SCHEDULE OF LOAD RESEARCH CHARGES

		<b>ONE TIME</b>
1.0	<b>Recovery of Capital Cost of Meter Equipment</b>	The capital costs of metering equipment to be recovered will be the incremental cost of the AMR meter installed compared to an equivalent non-AMR meter.
2.0	<b>Recovery of Installation Charges</b>	When organizes and paid by NSPI, recovery of telephone line installation charges will be at cost.
	Single Phase Service Self-Contained	\$44.00
	Single Phase Service, Transformer Rated and Three Phase Service	\$119.00
3.0	<b>Recovery of Operational Charges</b>	\$186.00
4.0	<b>Load Research Setup</b>	\$47.00

### 7.3 SCHEDULE OF LOAD RESEARCH MONITORING, REPORTING AND ANALYTICAL CHARGES

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5.0	<b>Analysis and Reporting Base Package</b>	<b>See Charge per Billing Period</b>
	Load profile for peak day billing period plus times and magnitude of six highest peaks	33.00
	<b>Options</b>	
	Data File	33.00
	Load profile for each day for each billing period	33.00
	Power factor for plot for peak day (kVA billed cust. only)	33.00
	Power factor plot for each day (kVA billed cust. only)	11.00
	Reports of billing period average load profile for each day of the week	33.00
	Report of billing period average load profile for an specific day of the week	11.00
	Daily summary	11.00
	Monthly summary	11.00
	Weekly or monthly detail	11.00
	Daily comparison: Any two customers specified days	11.00
	Load duration plot	11.00
	Daily consumption plot	11.00
	Complete package (all of the above options)	180.00
6.0	<b>Specialized Analysis</b>	
	Hourly Rate	80.00

**8.1 MERSEY SYSTEM**

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**8.1.1 Delivery and Metering**

The power and energy under this rate shall be metered, at the bus bars of the Mersey System Milton terminal station, and delivered, less losses, to customer substations.

**8.1.2 Power Factor**

The power factor of the customer's load shall not be lower than 95% lagging.

**8.1.3 Billing**

Bills shall be rendered monthly for 1/12 of the estimated charges for the current fiscal year under this rate.

Following the final fixing and apportionment of costs of the Mersey System, an adjustment account shall be rendered.

**8.1.4 Other**

Further conditions and operating rules may be desirable to optimize benefits of the Mersey System. Such conditions and rules, if approved by the Board, shall have the force and effect of regulations under this rate.