

# **Nova Scotia Power**

## **Licensed Retail Supplier Terms and Conditions**

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1   **1.0   DEFINITIONS**

2  
3   1.1   The following terms shall have the following meanings:

4  
5       **Act:** The *Electricity Act*, S.N.S. 2004, c. 25, as amended from time to time.

6  
7       **Ancillary Services:** Services that are necessary to support the transport of capacity and  
8       energy from generation resources to loads while maintaining reliable operation of the  
9       Transmission Provider's Transmission System in accordance with Good Utility Practice.

10  
11       **Billing Period:** The time between two consecutive meter readings, or estimates, or a  
12       combination thereof.

13  
14       **Board:** Nova Scotia Utility and Review Board.

15  
16       **Bundled Service:** Electrical service taken from NS Power under NS Power tariffs  
17       approved by the Board. This takes the form of having generation, transmission,  
18       distribution, Ancillary Services and all other items associated with the provision of such  
19       service blended or bundled within the rate. For certainty, Bundled Service does not  
20       include services taken from NS Power under the Distribution Tariff, the Energy  
21       Balancing Service Tariff, the Standby Service Tariff or the Renewable to Retail Market  
22       Transition Tariff.

23  
24       **Business Day:** A Business Day is Monday to Friday, inclusive, excluding holidays. The  
25       regular business hours on a Business Day are from 08:30 to 16:30 Atlantic Time.

26  
27       **Calendar Day:** Any day including Saturday, Sunday or a holiday.

1       **Credit Assurance:** Collateral in the form of cash, a Letter(s) of Credit, or other security  
2 acceptable to NS Power.

3  
4       **Credit Rating:** With respect to an entity, the lowest of the ratings then assigned to such  
5 entity's unsecured, senior long-term debt obligations (not supported by third party credit  
6 enhancements), or issuer or general corporate rating.

7  
8       **Confidential Information:** Information that is (a) designated as confidential in LRS  
9 Terms and Conditions or LRS Participation Agreement; or (b) identified in writing as  
10 confidential by the disclosing person at the time of disclosure. The following information  
11 will not constitute Confidential Information: (i) information which is or becomes  
12 generally available to the public other than as a result of a disclosure by NS Power; (ii)  
13 information which was already known to NS Power on a non-confidential basis prior to  
14 being furnished by the disclosing party; (iii) information which becomes available to NS  
15 Power on a non-confidential basis from a source other than the disclosing party or a  
16 representative of the disclosing party if such source was not subject to any prohibition  
17 against transmitting the information to NS Power and was not bound by a confidentiality  
18 agreement with the disclosing party; or (iv) information which was independently  
19 developed by NS Power or its representatives without reference to the Confidential  
20 Information.

21  
22       **Customer Information:** Information including, but not limited to, the name, telephone  
23 number, mailing address, e-mail address, service address, site contact name, site  
24 contact telephone number and information regarding electricity consumption, class of  
25 service and payment history of a Retail Customer or an RtR customer, as applicable.

26  
27       **DBRS:** DBRS Limited or its successor.

1       **Demand Side Management (DSM) Recovery Charges:** Costs of DSM programs that  
2       NS Power is entitled to recover from RtR Customers

3  
4       **Distribution System:** NS Power's facilities and equipment (generally rated less than 69  
5       kV) used to distribute electricity to ultimate usage points such as homes and industries  
6       either directly from nearby generators or from interchanges from the Transmission  
7       System.

8  
9       **Distribution System Access:** The services provided by NS Power to the RtR Customer  
10       under the Distribution Tariff to provide for the connection of the RtR Customer to the  
11       Distribution System, but does not include the provision of electricity. These services are  
12       comprised of delivery of electricity on the distribution system and related services  
13       including connections, disconnections, line and service extensions, inspection services,  
14       meter services, power restoration, meter reading, and customer service, all in accordance  
15       with applicable NS Power Regulations.

16  
17       **Distribution Tariff:** The NS Power distribution tariff approved by the Board which  
18       provides for Distribution System Access by the RtR Customer receiving renewable low-  
19       impact renewable electricity supplied by the LRS.

20  
21       **Distribution Tariff Rate Schedules:** The rate schedules attached to the Distribution  
22       Tariff which outline the pricing and availability provisions for Distribution System  
23       Access.

24  
25       **DT Charges:** Any and all charges or fees owing by the LRS' RtR Customers to NS  
26       Power under the Distribution Tariff, including applicable taxes. For certainty, the DT  
27       Charges shall include:

- 1 (a) All fees and charges for the provision of Distribution System Access;  
2 (b) Demand Side Management Recovery Charges; and  
3 (c) Other items as may be approved by the Board.  
4

5 **Energy Balancing Service Tariff:** A NS Power tariff, approved by the Board, which  
6 provides supplementary generation service to Licenced Retail Suppliers for the delivery  
7 of energy to RtR Customers and reception by NS Power of surplus generation from  
8 qualifying generators through the LRS.  
9

10 **Good Utility Practice:** Those practices, methods or acts (including but not limited to the  
11 practices, methods and acts engaged in or approved by a significant portion of the electric  
12 utility industry in North America) that at a particular time, in the exercise of reasonable  
13 judgment, would have been expected to accomplish the desired result in a manner  
14 consistent with regulations, reliability, safety, environmental protection, economy and  
15 expedition as applied and practiced in the utility industry with respect to power  
16 generation, delivery, purchase and sale.  
17

18 **Letter of Credit:** One or more irrevocable, transferable standby letters of credit issued  
19 by a Schedule 1 Canadian Chartered Bank with such bank having a Credit Rating of A  
20 from S&P or DBRS or A2 from Moody's (or other ratings agency acceptable to NS  
21 Power), in a form and manner acceptable to NS Power.  
22

23 **Licenced Retail Supplier (LRS):** A Retail Supplier who:

- 24 (a) holds a valid Retail Supplier Licence; and  
25 (b) has a valid LRS Participation Agreement executed with NS Power.

26 For certainty, a Wholesale Customer is not a Licenced Retail Supplier.  
27

1       **Load Settlement:** The process used by NS Power to determine the aggregate  
2 consumption of an LRS's RtR Customers in each hour for the purpose of determining  
3 charges for services under the Energy Balancing Service Tariff, Standby Service  
4 Tariff, the Renewable to Retail Transition Tariff and for Transmission Services and  
5 Ancillary Services under the OATT.

6  
7       **LRS Participation Agreement:** The agreement (and any amendments or supplements  
8 thereto) between a Licenced Retail Supplier and NS Power in the form attached hereto as  
9 Appendix B, which incorporates the LRS Terms and Conditions.

10  
11       **LRS Terms and Conditions (LRS T&Cs):** This term has the meaning set out in Section  
12 2.0 herein.

13  
14       **LRS Tariffed Services:** The services provided to the LRS by NS Power under the  
15 Energy Balancing Service Tariff, the Standby Service Tariff, the OATT (including  
16 Transmission Service and Ancillary Services) and the Renewable to Retail Transition  
17 Tariff (RTT). For certainty, the LRS Tariffed Services exclude any services provided to  
18 the RtR Customer by NS Power under the Distribution Tariff.

19  
20       **Market Participant:** A person who has executed a wholesale market Participation  
21 Agreement (as defined in the Nova Scotia Wholesale and Renewable to Retail Electricity  
22 Market Rules Appendix 1A) with the NSPSO in accordance with the requirements of the  
23 Nova Scotia Wholesale and Renewable to Retail Electricity Market Rules.

24  
25       **Moody's:** Moody's Investors Services, Inc. or its successor.  
26



1       **Nova Scotia Wholesale and Renewable to Retail Electricity Market Rules:** The  
2 Wholesale and Renewable to Retail Market Rules made by the Nova Scotia Department  
3 of Energy as amended from time to time in accordance with section 2.4 of those rules.  
4

5       **NS Power:** Nova Scotia Power Incorporated.  
6

7       **NS Power Regulations:** NS Power Regulations approved by the Board pursuant to the  
8 *Public Utilities Act* (Nova Scotia) as such regulations may be amended from time to time  
9 with the approval of the Board.  
10

11       **NSPSO:** NS Power System Operator.  
12

13       **Open Access Transmission Tariff (OATT):** NS Power's Open Access Transmission  
14 Tariff, as approved by the Board.  
15

16       **Province:** Province of Nova Scotia  
17

18       **Reasonable Efforts:** With respect to an action required to be attempted or taken by a  
19 party, efforts that are timely and consistent with Good Utility Practice and are otherwise  
20 substantially equivalent to those a party would use to protect its own interests.  
21

22       **Renewable low-impact electricity:** This term has the same meaning as in the  
23 Renewable Electricity Regulations (Nova Scotia).  
24

25       **Retail Customer:** This term has the same meaning as under the Act. For certainty, a  
26 customer of a municipal utility (as defined under the Act) is not a Retail Customer.  
27

1       **Retail Supplier:** This term has the same meaning as under the Act.  
2

3       **Retail Supplier Licence:** A Retail Supplier licence issued by the Board in accordance  
4 with the Act and regulations made thereunder which authorizes a person to sell renewable  
5 low-impact electricity generated within the Province.  
6

7       **RtR Customer:** A Retail Customer who is acquiring renewable low-impact electricity  
8 from an LRS at an individual RtR Customer Premises and is not receiving Bundled  
9 Service from NS Power at that RtR Customer Premises.  
10

11       **RtR Customer Contract:** This term shall have the meaning set out in Section 9.1  
12 herein.  
13

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

- 16       (a) a complete building such as an office building, factory or house; or  
17       (b) a part of a building such as a suite of offices in an office building or an apartment  
18             in an apartment building, and in such cases the part of the building occupied must  
19             be contiguous and include no space not controlled by the customer; or  
20       (c) a group of buildings served by one electric service and at its discretion accepted  
21             by NS Power as one RtR Customer for LRS billing purposes.  
22

23       **RtR Customer Transaction Request Application:** A NS Power document in the form  
24 attached hereto as Appendix A to be used by the LRS for the purpose of applying to NS  
25 Power to accept and process RtR Customer transactions.  
26

1       **Renewable to Retail Market Transition Tariff (RTT):** The NS Power tariff approved  
2 by the Board which provides for recovery from each LRS the amount of NS Power's  
3 fixed or embedded costs, including deferred costs.

4  
5       **S&P:** The Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its  
6 successor.

7  
8       **Standby Service Tariff:** A NS Power tariff, approved by the Board, which provides  
9 supplemental generation capacity service to Licenced Retail Suppliers. The service has  
10 two components: (1) capacity adequacy service required meeting adequacy standards of  
11 the Nova Scotia electricity system; and (2) top-up capacity service associated with energy  
12 delivery in respect of forced or unplanned outages of the Licenced Retail Supplier's  
13 contracted generation resources.

14  
15       **Transmission Provider:** NS Power.

16  
17       **Transmission Services:** The services obtained by Market Participants under the terms  
18 and conditions of the OATT to access the Transmission System for the purpose of  
19 transporting electric energy and Ancillary Services.

20  
21       **Transmission System:** The facilities, generally rated at 69 kV and above, owned,  
22 controlled or operated by the Transmission Provider that are used to provide transmission  
23 service under the OATT.

24  
25       **Wholesale Customer:** This term has the same meaning as under the Act.  
26

1   **2.0   PURPOSE OF THE LRS TERMS AND CONDITIONS**

2

3   2.1   These procedures and terms and conditions (collectively referred to as the “LRS Terms  
4           and Conditions” or “LRS T&Cs”) are applicable to Licenced Retail Suppliers for the  
5           purpose of enabling the supply of renewable low-impact electricity to RtR Customers in  
6           accordance with the provisions of the Act and the regulations made thereunder.

1   **3.0   SCOPE AND APPLICABILITY OF THE LRS T&CS**

2  
3   3.1   These LRS T&Cs are applicable to an LRS who enters into an LRS Participation  
4   Agreement with NS Power for provision of LRS Tariffed Services to the LRS.

5  
6   3.2   The LRS T&Cs and are deemed to form part of the LRS Participation Agreement and  
7   address, among other things, the procedures for RtR Customer transactions, metering,  
8   Load Settlement and LRS billing.

9  
10   3.3   An LRS is required to execute an LRS Participation Agreement with NS Power in order  
11   for the LRS to be eligible for LRS Tariffed Services from NS Power. The LRS  
12   Participation Agreement shall give contractual force to the LRS T&Cs with respect to the  
13   relationship between NS Power and the LRS.

14  
15   3.4   Distribution System Access under the Distribution Tariff is provided directly to the RtR  
16   Customer by NS Power and is not included in the scope of the LRS Participation  
17   Agreement.

1   **4.0   BOARD APPROVAL**

2

3   4.1   The LRS T&Cs have been approved by the Board.

4

5   4.2   Nothing contained in the LRS T&Cs or the LRS Participation Agreement shall be  
6        construed as affecting in any way the right of NS Power to unilaterally make application  
7        to the Board for a change in any rates, procedures, rules or regulations, including, the  
8        LRS T&Cs, the Energy Balancing Service Tariff, the Standby Service Tariff, the OATT,  
9        the Renewable to Retail Market Transition Tariff or the Distribution Tariff.

1   **5.0   APPENDICES**

2

3   5.1   For greater certainty, the following appendices are attached to and form part of the LRS  
4       T&Cs:

5

6       (a)   Appendix A: RtR Customer Transaction Request Application Form

7       (b)   Appendix B: LRS Participation Agreement.

1 **6.0 ELIGIBILITY OF THE LRS**

2  
3 6.1 Subject to the terms and conditions set out herein, an LRS shall be eligible for LRS  
4 Tariffed Services from NS Power, if the following conditions are met to the satisfaction  
5 of NS Power:

6  
7 (a) LRS has a valid Retail Supplier Licence and provides NS Power with its unique  
8 licence identification number;

9  
10 (b) NS Power is in receipt of a valid LRS Participation Agreement duly executed by  
11 the LRS and NS Power;

12  
13 (c) LRS meets and adheres to the Credit Assurance requirements of NS Power as  
14 described in Section 18 herein; and

15  
16 (d) LRS provides NS Power with confirmation that the LRS has been qualified by the  
17 NSPSO as a Market Participant within the NS Power operating area.

18  
19 6.2 NS Power shall have the right to terminate the LRS Participation Agreement and  
20 discontinue the LRS Tariffed Services without liability or penalty if at any time the LRS  
21 fails to satisfy any of the conditions set out in Section 6.1.

22  
23 6.3 There shall be only one LRS in respect of an RtR Customer Premises at any given time.

24  
25 6.4 There shall be only one (1) RtR Customer for an RtR Customer Premises at any given  
26 time.



1   **7.0   LRS PARTICIPATION IN NS POWER TARIFFS**

2

3   7.1   The LRS shall subscribe to all of the LRS Tariffed Services. For certainty, the LRS shall  
4       not be entitled to receive one or more of the individual LRS Tariffed Services without  
5       accepting and receiving all of the LRS Tariffed Services in the aggregate.

1 **8.0 LRS RESPONSIBILITIES**

2  
3 8.1 The LRS shall be responsible for:

- 4
- 5 (a) the procurement of electricity from qualified low-impact renewable electricity  
6 generators;
- 7
- 8 (b) acquiring the services delivered under, and remaining in compliance with, the  
9 OATT, Energy Balancing Service Tariff, Standby Service Tariff and the  
10 Renewable to Retail Market Transition Tariff;
- 11
- 12 (c) payment to NS Power of all fees and charges for the LRS Tariffed Services;
- 13
- 14 (d) payment to NS Power of all DT charges applicable to the LRS's RtR  
15 Customer(s);
- 16
- 17 (e) adhering to the Credit Assurance requirements of NS Power as described in  
18 Section 18;
- 19
- 20 (f) obtaining and providing the RtR Customer's written consent, in a form acceptable  
21 to NS Power, in support of any transaction requests submitted to NS Power on  
22 behalf of the RtR Customer;
- 23
- 24 (g) obtaining any consents from the RtR Customer required by NS Power with  
25 respect to the use or disclosure of Customer Information;
- 26

- 1 (h) providing NS Power, in a timely manner, with up-to-date RtR Customer  
2 Information for all RtR Customers served by the LRS;  
3  
4 (i) acting as the point of contact for RtR Customers served by the LRS on all matters  
5 related to billing and collection of accounts;  
6  
7 (j) ensuring that the LRS's RtR Customers are aware of the terms and conditions of  
8 any NS Power tariff to which the LRS subscribes that may affect the RtR  
9 Customer;  
10  
11 (k) ensuring that the RtR Customers are aware of their responsibilities under the NS  
12 Power Regulations; and  
13  
14 (l) notifying NS Power of the discontinuance of service to any RtR Customer by the  
15 LRS.

16  
17 8.2 The LRS shall adhere to and comply with the requirements of the applicable NS Power  
18 Regulations identified herein.

19  
20 8.3 The LRS shall adhere to and comply with Board Electricity Retailers Regulations (Nova  
21 Scotia) and the Code of Conduct for the sale of Renewable Low-Impact Electricity Sales  
22 in Nova Scotia.

1    **9.0    LRS ARRANGEMENTS WITH RTR CUSTOMERS**

2  
3    9.1    The LRS shall enter into a contract with each of its RtR Customer(s) with respect to any  
4           sale of renewable low-impact electricity by the LRS to such RtR Customer (“RtR  
5           Customer Contract”).

6  
7    9.2    NS Power shall not be responsible for monitoring, reviewing or enforcing the RtR  
8           Customer Contract(s).

9  
10   9.3    NS Power shall not be liable for any loss, damages, cost, injury, expense or other  
11           liability, whether direct, indirect, consequential or special in nature, howsoever caused, as  
12           a result of any breach of an RtR Customer Contract by either the LRS or the RtR  
13           Customer.

14  
15   9.4    The LRS shall ensure that each RtR Customer Contract contains a statement to the effect  
16           that NS Power shall not be liable in damages to the RtR Customer in respect of any  
17           breach of the RtR Customer Contract by the LRS or for any delay, interruption or other  
18           partial or complete failure in the supply of electricity to the RtR Customer.

19  
20   9.5    The LRS shall defend, protect, release, indemnify, keep indemnified and shall hold NS  
21           Power harmless from and against and be liable to NS Power for any and all damages,  
22           losses, claims or expenses which NS Power may at any time sustain or incur to the extent  
23           arising, directly or indirectly, from (i) any acts or omissions of the LRS or any agent,  
24           employee, of the LRS or person acting on behalf of any of them; and (b) any claims by a  
25           third party, including an RtR Customer, arising out of a breach of the RtR Customer  
26           Contract.

- 1 9.6 The LRS shall ensure that each RtR Customer Contract contains an acknowledgement  
2 from the RtR Customer that the RtR Customer will revert to NS Power's Bundled Service  
3 upon discontinuance of LRS Tariffed Service and the termination of the LRS  
4 Participation Agreement unless an RtR Customer Transaction Request Application has  
5 submitted by an alternate LRS on behalf of the RtR Customer to NS Power nominating  
6 an alternate LRS.  
7
- 8 9.7 Any assignment, sale or transfer of an RtR Customer Contract by an LRS shall not be  
9 effective until the LRS has submitted and NS Power has accepted an RtR Customer  
10 Transaction Request Application for the applicable RtR Customer.

1 **10.0 NS POWER RESPONSIBILITIES**

2  
3 10.1 NS Power shall be responsible for:

- 4
- 5 (a) processing all RtR Customer Transaction Request Applications submitted by an  
6 LRS in accordance with Section 11;
  - 7
  - 8 (b) provision of the services delivered under the OATT, Energy Balancing Service  
9 Tariff, Standby Service Tariff and the Renewable to Retail Market Transition  
10 Tariff to the LRS;
  - 11 (c) provision of Distribution System Access to applicable RtR Customers;
  - 12
  - 13 (d) providing metering services;
  - 14
  - 15 (e) performing Load Settlement for each LRS;
  - 16
  - 17 (f) issuing invoices to the LRS;
  - 18
  - 19 (g) maintaining Customer Information for all customer sites as necessary to perform  
20 Load Settlement;
  - 21
  - 22 (h) maintaining Customer Information as it is supplied and updated by the RtR  
23 Customer; and
  - 24
  - 25 (i) acting as the point of contact for RtR Customers for matters related to the  
26 provision of Distribution Access Service.

1 10.2 Interruption of LRS Tariffed Services

2

3 10.2.1 NS Power shall have the right to suspend or interrupt the delivery of Distribution System  
4 Access or any or all of the LRS Tariffed Services for the purpose of safeguarding life or  
5 property, for making repairs, changes, renewals, improvements or replacements to the  
6 Transmission System or Distribution System provided NS Power shall make Reasonable  
7 Efforts to ensure all such interruptions or suspensions are of a minimum duration  
8 consistent with the exigencies of the case. Further, provided, however, any such  
9 interruption or suspensions shall not release the LRS from its obligation to pay all  
10 charges pursuant to any NS Power tariffs applicable to the LRS Tariffed Services, or  
11 otherwise owing to NS Power under the LRS T&Cs, including the DT Charges, during  
12 the period of any such suspensions.

13

14 10.3 Limitation of Liability

15 10.3.1 Notwithstanding any other provision herein, NS Power shall not be liable for any claim,  
16 loss, cost, liability, actions, judgment, suit, proceeding, expense, disbursement or damage  
17 whatsoever arising, either directly or indirectly, whether in contract or tort (including  
18 negligence) or otherwise, from any interruptions, diversions, curtailments, suspension or  
19 other procedures necessary to maintain the efficient and effective operation of either the  
20 Distribution System or the Transmission System. This would include Distribution  
21 System Access and any or all LRS Tariff Services provided by NS Power to the LRS.

22 10.3.2 Notwithstanding any other provision herein, and in addition to Sections 10.3.1, NS Power  
23 shall not be liable for any claims, losses, costs, liabilities, obligations, actions, judgments,  
24 suits, expenses, disbursements or damages of an LRS or its directors, officers or  
25 employees whatsoever, whether in contract or in tort (including negligence) or any other

1 legal theory, arising, directly or indirectly, out of any act or omission of NS Power in the  
2 exercise of any power or obligation under the LRS T&Cs or any applicable tariff,  
3 including the Distribution Tariff, the Energy Balancing Service Tariff, the Standby  
4 Service Tariff, the OATT and the Renewable to Retail Transition, except to the extent  
5 such claim, loss or damages results from the gross negligence or willful misconduct of  
6 NS Power.

7 10.3.3 For the purposes of Section 10.3.2, an act or omission of NS Power effected in  
8 compliance with the LRS T&Cs or the applicable tariffs shall be deemed not to constitute  
9 willful misconduct or a negligent act or omission.

10  
11 10.3.4 Notwithstanding any other provision herein or applicable law to the contrary, NS Power  
12 shall not be liable to the LRS for:

13  
14 (a) any indirect or consequential loss or incidental or special damages, including,  
15 without limitation, any punitive or aggravated damages;

16  
17 (b) any loss of profit, loss of contract, loss of opportunity or loss of goodwill; or

18  
19 (c) damages for loss of use,

20  
21 arising, directly or indirectly, with the performance or delivery of the LRS Tariff Services  
22 or Distribution System Access, including, but not limited, to interruptions, diversions,  
23 curtailments or suspensions of any of the LRS Tariffed Services or Distribution System  
24 Access or from any acts or omissions of its employees or agents, and whether arising in  
25 contract, indemnity, tort (including negligence) or any other legal theory.



1 **11.0 RTR CUSTOMER TRANSACTIONS**

2  
3 11.1 Prior to enrollment of a new RtR Customer or modifying the enrollment of an existing  
4 RtR Customer, the LRS shall complete and submit to NS Power an RtR Customer  
5 Transaction Request Application duly executed by the LRS and the applicant customer.  
6 NS Power will review the RtR Customer Transaction Request Application and notify the  
7 LRS upon its acceptance or rejection. For certainty, completed RtR Customer  
8 Transaction Request Applications duly executed by the LRS and the applicable customer  
9 shall be required for each of the following categories of transactions:

- 10  
11 (a) A request to enroll a current NS Power Bundled Service customer as an RtR  
12 Customer of the LRS;  
13  
14 (b) A request to enroll a Retail Customer, that is not currently an NS Power Bundled  
15 Service customer, as an RtR Customer of the LRS;  
16  
17 (c) A request for return of an LRS's RtR Customer to NS Power's Bundled Service;  
18  
19 (d) A request, initiated by the LRS of record, to transfer an existing RtR Customer  
20 from the current LRS to another LRS (Assignee), subject to the written  
21 authorization of the Assignee;  
22  
23 (e) A request to obtain Customer Information from NS Power;  
24  
25 (f) Notification to NS Power of updated Customer Information; and  
26  
27 (g) Such other service request types as determined by NS Power.

- 1 11.2 The LRS shall provide complete Customer Information with each application for RtR  
2 Customer enrollment or transfer.  
3
- 4 11.3 NS Power reserves the right to refuse to accept an RtR Customer Transaction Request  
5 Application for any Retail Customer who has outstanding debt payable to NS Power in  
6 relation to previous electric service.  
7
- 8 11.4 NS Power reserves the right to refuse to accept an RtR Customer Transaction Request  
9 Application for any Retail Customer whose premises is physically connected to the  
10 Transmission System until the Retail Customer has executed a separate operating  
11 agreement with NS Power in a form satisfactory to NS Power. Such an operating  
12 agreement will address operational issues including, but not limited to the following:  
13 descriptions of facilities and delivery points, characteristics of supply, metering, load  
14 balance, harmonics, right of way, right of access and general obligations of both the  
15 transmission-connected Retail Customer and NS Power.  
16
- 17 11.5 RtR Customer Transaction Request Applications will be processed based on the order in  
18 which they are received by NS Power. NS Power will use Reasonable Efforts to process  
19 each RtR Customer Transaction Request Application and complete the installation of  
20 interval metering devices and communications equipment and services as necessary to  
21 effect transfer of the RtR Customer to LRS supply within fourteen (14) Calendar Days of  
22 receipt of the RtR Customer Transaction Request Application.  
23

- 1 11.6 Upon acceptance of an RtR Customer Transaction Request Application, NS Power will  
2 notify the LRS and record the LRS as the LRS of record for the particular RtR Customer  
3 Premises. If an RtR Customer Transaction Request Application is rejected, NS Power  
4 will provide the LRS with the reason(s) for the rejection.  
5
- 6 11.7 All indebtedness of the RtR Customer to NS Power in respect of any NS Power electrical  
7 service supplied to the RtR Customer that is in arrears must be paid in full before NS  
8 Power can accept the enrollment of the RtR Customer with the LRS or the transfer of the  
9 RtR Customer to an alternate LRS.  
10
- 11 11.8 Following acceptance of the Customer Transaction Request Application by NS Power,  
12 the RtR Customer transactions will be effective for the period following the next meter  
13 reading for the RtR Customer.  
14
- 15 11.9 NS Power shall ensure that each distribution connected RtR Customer is provided with a  
16 copy of the Distribution Tariff.

1 **12.0 LRS RTR CUSTOMER INFORMATION INQUIRIES**

2

3 12.1 Provision of NS Power Customer Information to LRS

4

5 12.1.1 Subject to receipt of the consent of the Retail Customer, NS Power will provide Customer  
6 Information to an LRS with which it has an executed LRS Participation Agreement.

7

8 12.1.2 An LRS with a fully executed LRS Participation Agreement with NS Power may request  
9 Customer Information prior to the RtR Customer subscribing with the LRS provided the  
10 RtR Customer has consented in writing to the disclosure of such information to the LRS.

11

12 12.1.3 The LRS shall initiate this request by submitting an RtR Customer Transaction Request  
13 Application.

14

15 12.2 Provision of RtR Customer Information between the LRS and NS Power

16

17 12.2.1 The LRS shall notify NS Power promptly of any changes to the Customer Information.

18

19 12.2.2 Subject to any confidentiality, NS Power and the LRS shall each supply to the other data,  
20 materials or other information that may be reasonably required in connection with the  
21 performance of its obligations under the LRS T&Cs.

1   **13.0   METERING**

2

3   13.1   Provision and Ownership

4

5   13.1.1 NS Power will install and seal all revenue class meters for the purpose of measuring the  
6           output of the LRS’s generation resources and the RtR Customer’s load as necessary for  
7           application of the applicable NS Power tariffs. Meter data from such meters will be used  
8           for Load Settlement for the purpose of determining the charges for the LRS Tariffed  
9           Services. The meters will also be used to determine charges for Distribution System  
10          Access under the Distribution Tariff.

11

12   13.1.2 Interval meters with remote polling capability shall be installed for all RtR Customers.  
13          NS Power will charge the costs of the supply and installation of metering devices and  
14          communications equipment and services which are incremental to the metering  
15          requirements applicable to NS Power’s Bundled Service. Metering for LRS generation  
16          resources (whether owned or contracted) will be provided in accordance with the  
17          applicable Generator Interconnection Agreement.

18

19   13.1.3 Meters and associated revenue metering equipment shall remain the property of NS  
20          Power.

21

22   13.1.4 All revenue metering equipment installations shall meet the Electricity and Gas  
23          Inspection Act regulations requirements in effect at the time.

24

1 13.1.5 NS Power Regulations with respect to metering shall apply to metering of RtR Customer  
2 loads for the purpose of billing the LRS for LRS Tariffed Services.

3

4 13.2 Meter Reading

5

6 13.2.1 NS Power shall use Reasonable Efforts to obtain a meter reading for each RtR Customer  
7 Premises in accordance with NS Power's meter reading cycle. If NS Power is unable to  
8 obtain a meter reading, the amount of power and energy used by the RtR Customer in the  
9 Billing Period shall be estimated by NS Power.

10 13.2.2 At the request of the LRS, NS Power shall use Reasonable Efforts to obtain an actual  
11 meter reading at a time other than the regularly scheduled meter reading. NS Power will  
12 charge the LRS for additional meter reading expense in accordance with NS Power  
13 Regulation 7.1 - Schedule of Charges.

14

15 13.2.3 NS Power Regulations with respect to meter reading shall apply to metering of RtR  
16 Customer loads for the purpose of billing the LRS for LRS Tariffed Services and DT  
17 Charges.

1 **14.0 BILLING AND SETTLEMENT**

2

3 14.1 Billing of RtR Customers

4 14.1.1 In order that the LRS may bill its RtR Customers for the sale of renewable low-impact  
5 electricity, NS Power will provide the LRS with the metering data applicable to each of  
6 the LRS's RtR Customers.

7 14.1.2 All DT Charges will be calculated by NS Power using the RtR Customer's meter  
8 readings and the Distribution Tariff Rate Schedule applicable to the RtR Customer's rate  
9 class.

10 14.1.3 The LRS shall invoice the LRS's RtR Customer for the DT Charges and consolidate such  
11 charges and fees on the LRS's invoice to the RtR Customer. The DT Charges shall not  
12 be marked-up, added to, aggregated, bundled, unbundled, or otherwise altered by the  
13 LRS. DT Charges related to special customer services will be itemized and provide the  
14 total amount of the charge.

15 14.1.4 NS Power may, at its discretion, include fees for any special customer services provided  
16 at the LRS's or the RtR Customer's request, pursuant to NS Power Regulation 7.1 -  
17 Schedule of Charges.

18

19

20

21

22

1 14.2 NS Power Settlement and Billing to LRS for Aggregated Charges

2 14.2.1 Charges for LRS Tariffed Services provided to the LRS shall be based on the aggregated  
3 RtR Customer load and the LRS aggregate generation (whether owned or contracted).  
4 The charge determinant shall be based on the aggregate energy and peak hourly  
5 aggregate demand of an LRS's RtR Customer loads in conjunction with the hourly  
6 aggregate energy of the LRS generation (whether owned or contracted). NS Power will  
7 invoice for each of the services provided to the LRS under the Energy Balancing Service  
8 Tariff, Standby Service Tariff and the Renewable to Retail Transition Tariff in  
9 accordance with the rates, terms and conditions set out in those tariffs.

10 14.2.2 NS Power will invoice the LRS for Transmission Services and associated Ancillary  
11 Services in accordance with the rates, terms, riders and conditions set out in the OATT  
12 and in accordance with the Nova Scotia Wholesale and Renewable to Retail Electricity  
13 Market Rules and Procedures.

14

15 14.3 Settlement Methodology for Determining the Aggregated Charges

16 14.3.1 To determine the charges described in Section 14.2, NS Power shall determine the  
17 aggregate load for each hour in the Billing Period for the total of all RtR Customers of  
18 the LRS, and the aggregate output for each hour in the Billing Period of all RtR  
19 generation serving the LRS.

20 14.3.2 To determine the aggregated LRS hourly load and generation profiles using interval  
21 meters, NS Power will aggregate the individual meter interval readings for each hour in  
22 the Billing Period. The aggregated hourly load and generation profiles will be used in the  
23 settlement calculations.

24



1 14.4 Determination of RtR Load Requirement at Transmission Voltage

2 14.4.1 Meter readings for distribution-connected RtR Customer loads will be adjusted for  
3 distribution losses using established average annual rate class losses for the purpose of  
4 Load Settlement for each of the LRS Tariffed Services which are applicable at the  
5 transmission voltage level.

6

1 14.5 NS Power Billing Procedure

2 14.5.1 Within a reasonable time after the first day of each month, NS Power shall submit an  
3 invoice to the LRS for the charges for all LRS Tariffed Services received by the LRS  
4 during the preceding month. Unless NS Power directs otherwise in writing, NS Power  
5 will also invoice the LRS for the DT Charges.

6 14.5.2 LRS agrees to pay NS Power in full for the DT Charges in the manner set out herein and  
7 the LRS shall have the right to seek reimbursement from its applicable RtR Customers  
8 for such DT Charges.

9 14.5.3 The LRS shall be liable to NS Power for payment of the full amount of any and all DT  
10 Charges applicable to the LRS's RtR Customers invoiced by NS Power, notwithstanding  
11 the ability of the LRS to obtain payment of such amounts from its RtR Customers. Non-  
12 payment of the DT Charges by an LRS's RtR Customer shall not constitute a valid  
13 defence for non-payment by the LRS to NS Power.

14 14.5.4 The LRS shall consolidate the DT Charges on the LRS's invoice to the RtR Customer;  
15 provided, however, the DT Charges shall not be marked-up, added to, aggregated,  
16 bundled, unbundled, or otherwise altered by the LRS.

17 14.5.5 Unless, NS Power directs otherwise in writing, the LRS shall be responsible for the  
18 collection of all DT Charges owing by its RtR Customers. LRS shall at all times  
19 indemnify, defend, and save NS Power harmless from and against any and all damages,  
20 losses, claims, costs, liabilities, actions, judgments, suits, proceedings, expenses or  
21 disbursement whatsoever arising out of, either directly or indirectly, whether in contract  
22 or tort (including negligence) or otherwise, the collection of DT Charges by the LRS, its  
23 employees or its agents.  
24

1 14.5.6 All invoices issued by NS Power, including an invoice for the DT Charges, shall be paid  
2 by the LRS to NS Power in full within twenty (20) Calendar Days of the billing date. All  
3 payments shall be made in immediately available funds payable to NS Power. Invoiced  
4 amounts which are not paid by the LRS within twenty (20) Calendar Days after the  
5 billing date shall be subject to an interest charge as set forth in Section 14.6.

6 14.5.7 Each invoice shall state the period to which the invoice applies and describe the services  
7 provided. The amount due within the twenty (20) day period set out in Section 14.5.6  
8 and the effective date of the interest charge shall be clearly shown on the invoice. Where  
9 practicable, NS Power will address credits and payment obligations due under any tariff  
10 on the same invoice through netting, including interest payments or credits.

11 14.5.8 Unless otherwise expressly stated, all references in the tariffs, a settlement statement or  
12 an invoice to a monetary amount shall be expressed in Canadian dollars.

13  
14 14.6 Interest on Unpaid Balances

15 14.6.1 Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated  
16 in accordance with the methodology specified in NS Power Regulation 5.4. When  
17 payments are made by mail, invoices shall be considered as paid on time if the envelope  
18 is postmarked on or before the last date for net payment.

1 **15.0 DEFAULT FOR NON-PAYMENT**

2  
3 15.1 In the event a Licenced Retail Supplier fails, for any reason other than a billing dispute as  
4 described below, to make payment to NS Power on or before the due date as described in  
5 Section 14.5.6, and such failure of payment is not corrected within thirty (30) Calendar  
6 Days after NS Power notifies the LRS to cure such failure, a default by the LRS shall be  
7 deemed to exist. Upon the occurrence of such a default by the LRS, NS Power may  
8 discontinue the LRS Tariffed Services and terminate the LRS Participation Agreement  
9 without any liability or responsibility whatsoever, except for obligations arising prior to  
10 the date of termination.

11  
12 15.2 In the event of a billing dispute between NS Power and the LRS, NS Power shall  
13 continue to provide LRS Tariffed Services as long as the LRS (i) gives written notice of  
14 the dispute to NS Power on or before the due date for the payment, detailing the amount  
15 and reasons for the dispute; (ii) continues to make all payments not in dispute, and (iii)  
16 prior to the due date for payment pays into an independent escrow account the portion of  
17 the invoice in dispute, pending resolution of such dispute. If the Licenced Retail Supplier  
18 fails to meet these three requirements for continuation of service, then NS Power may  
19 provide notice to the Licenced Retail Supplier of its intention to discontinue the LRS  
20 Tariffed Service and terminate the LRS Participation Agreement in thirty (30) Calendar  
21 Days.

1 **16.0 EVENTS OF DEFAULT**

2  
3 16.1 In addition to its rights of discontinuation and termination under Section 15, NS Power  
4 may, without prejudice to any other rights or remedies it may have, immediately  
5 discontinue the LRS Tariffed Services and terminate the LRS Participation Agreement  
6 upon notice in writing to the LRS:

- 7
- 8 (a) if the LRS's Retail Supplier Licence has been cancelled or otherwise revoked;
  - 9
  - 10 (b) if the LRS has failed to meet or maintain the Credit Assurance requirements set  
11 out in Section 18;
  - 12
  - 13 (c) if the LRS is disqualified (or no longer qualifies) as a Market Participant within  
14 the NS Power operating area;
  - 15
  - 16 (d) if the LRS fails to adhere to the NS Power Regulations identified herein as  
17 applicable to the LRS following the expiration of any applicable cure period set  
18 out in the NS Power Regulations;
  - 19
  - 20 (e) if the LRS defaults in the performance of any of its obligations under the LRS  
21 T&Cs (other than those set out in Section 15 and Section 16.1(a) to (d) above) and  
22 fails to cure such default within twenty (20) Calendar Days of notice of such  
23 default by NS Power; or
  - 24
  - 25 (f) in the event of any liquidation, winding up or bankruptcy of the LRS, whether  
26 voluntary or compulsory, or any composition with creditors or scheme of  
27 arrangement.

1 16.2 Upon discontinuance of LRS Tariffed Service and the termination of the LRS  
2 Participation Agreement, and in the absence of an RtR Customer Transaction Request  
3 Application accepted by NS Power requesting the RtR Customer be assigned to an  
4 alternate LRS, the provision of Bundled Service to the affected RtR Customers(s) shall be  
5 assumed by NS Power as the default supplier, in accordance with NS Power's  
6 Regulations.

7

8 16.3 In the event an RtR Customer breaches, defaults upon or otherwise fails to adhere to NS  
9 Power Regulations ("Defaulting RtR Customer"), NS Power shall have the right, without  
10 liability or penalty, to immediately terminate or suspend any service to the Defaulting  
11 RtR Customer upon notice in writing to the LRS.

1 **17.0 DISCONTINUANCE OF SERVICE TO RTR CUSTOMER BY THE LRS**

2  
3 17.1 To discontinue LRS Tariffed Services to an RtR Customer Premises, an LRS shall  
4 complete and provide to NS Power, an RtR Customer Transaction Request Application,  
5 in accordance with Section 11.

6  
7 17.2 The LRS shall provide the RtR Customer with advance notice of any request to  
8 discontinue the provision of service to that RtR Customer, and be responsible to the RtR  
9 Customer for consequences of any such discontinuance. NS Power will not be held  
10 liable for any RtR Customer disputes with the LRS regarding the discontinuance of LRS  
11 Tariffed Services to an RtR Customer Premises.

12  
13 17.3 The LRS Tariffed Services shall continue in effect and the LRS shall remain responsible  
14 for payment of the LRS Tariffed Services until the next meter reading is obtained. If NS  
15 Power has received and accepted an RtR Customer Transaction Request Application  
16 from an alternate LRS (“Assignee”) for an RtR Customer, that Assignee will be  
17 appointed as the new LRS of record for the RtR Customer, otherwise the RtR Customer  
18 will be returned to NS Power’s Bundled Service.

19  
20 17.4 NS Power reserves the right to refuse an RtR Customer Transaction Request Application  
21 from any Retail Customer who has outstanding debt payable to NS Power in relation to  
22 previous electric service. NS Power Regulations including, but not limited to application  
23 for service, connection and disconnection of service, payment of accounts and deposits  
24 will apply to the RtR Customer’s return to NS Power’s Bundled Service.

1 **18.0 CREDIT ASSURANCE**

2  
3 18.1 An LRS must provide, in advance, Credit Assurance as security for the payment and  
4 performance of the LRS's obligations to NS Power, including payment for the LRS  
5 Tariffed Services and payment of the DT Charges, regardless of payment history, before  
6 NS Power provides any of the LRS Tariffed Services to the LRS.

7  
8 18.2 On any Business Day (but no more frequently than once per calendar month), NS Power  
9 will provide the LRS with written notice requesting Credit Assurance in an amount  
10 determined by NS Power and based upon an amount equal to two hundred percent  
11 (200%) of the forecasted payment for the LRS Tariffed Services and DT Charges  
12 combined (rounded upwards for any fractional amount to the nearest \$1000). Upon  
13 receipt of such notice the LRS shall have three (3) Business Days to provide such Credit  
14 Assurance to NS Power. In the event that the LRS fails to provide such Credit Assurance  
15 acceptable to NS Power within three (3) Business Days of such request, then a default  
16 will be deemed to have occurred in accordance with Section 16.1(b).

17  
18 18.3 NS Power shall be entitled to draw upon or otherwise realize upon the Credit Assurance  
19 in the event of any default pursuant to Section 15 or Section 16 herein and apply such  
20 funds against the LRS's payment obligations until such time as all of the LRS's  
21 obligations have been satisfied. If the Credit Assurance is insufficient to satisfy the  
22 LRS' payment obligations, the LRS shall remain liable to NS Power for the balance of  
23 the amount owing. If NS Power draws upon or otherwise realizes upon the Credit  
24 Assurance as permitted hereunder, then the LRS shall provide additional or replacement  
25 Credit Assurance which is sufficient to maintain the Credit Assurance in an amount  
26 determined by NS Power as set out herein.



- 1 18.4 Costs of a Letter of Credit shall be the responsibility of the LRS and not NS Power. To  
2 the extent that a Letter of Credit introduces a lag time and there are additional costs to NS  
3 Power, these costs will be paid by the LRS.  
4
- 5 18.5 To the extent the LRS delivers Credit Assurance hereunder in the form of cash to NS  
6 Power, the LRS shall be deemed to have pledged and assigned to NS Power, as security  
7 for the payment and performance of such LRS's obligations owing to NS Power, a  
8 present and continuing security interest in, and lien on (and right of setoff against), all  
9 such cash collateral and any and all proceeds resulting therefrom or the liquidation  
10 thereof, whether now or hereafter held by, on behalf of, or for the benefit of NS Power.  
11 The LRS shall also take such action as NS Power reasonably requires in order to perfect  
12 NS Power's security interest in, and lien on (and right of setoff against), such collateral  
13 and any and all proceeds resulting therefrom or from the liquidation thereof.  
14
- 15 18.6 All cash held by NS Power as Credit Assurance shall be held without interest.

1 **19.0 FORCE MAJEURE AND INDEMNIFICATION**

2  
3 19.1 Force Majeure

4  
5 19.1.1 Force Majeure is any cause beyond the reasonable control of NS Power including,  
6 without limiting the generality of the foregoing, an act of God, failure of facilities or  
7 equipment, flood, earthquake, storm, nuclear disaster, lightning, fire, epidemic, war, riot,  
8 civil disturbance, labour trouble, strike, sabotage, terrorism and restraint by court or  
9 public authority which by exercise of Good Utility Practice NS Power could not be  
10 expected to reasonably avoid. If NS Power is rendered unable to fulfill any obligations  
11 by reason of Force Majeure, it shall be excused from performing to the extent it is  
12 prevented from so doing but it shall exercise Good Utility Practice to correct such  
13 inability with all reasonable dispatch, and it shall not be liable for any injury, damage or  
14 loss resulting from such inability. However, settlement of strikes and labour disturbances  
15 shall be wholly within the discretion of NS Power.

16  
17 19.2 Indemnity by LRS

18  
19 19.2.1 The LRS shall at all times indemnify, defend, and save NS Power harmless from, any and  
20 all damages, losses, claims, including claims and actions relating to injury to or death of  
21 any person or damage to property, demands, suits, recoveries, costs and expenses, court  
22 costs, legal fees, and all other obligations by or to third parties, including, without  
23 limitation the RtR Customer, arising out of or resulting from NS Power's performance of  
24 its obligations on behalf of the LRS in respect of the LRS Tariffed Services on behalf of  
25 the LRS, except to the extent such claim, loss or damages results from the gross  
26 negligence or willful misconduct of NS Power.

1 **20.0 APPENDIX A**

2

3

**RTR CUSTOMER TRANSACTION REQUEST APPLICATION FORM**

4

**[TO BE DEVELOPED DURING IMPLEMENTATION]**

5

6

7

1 **21.0 APPENDIX B**

2

3

**LRS PARTICPATION AGREEMENT**

4

5