

Regulations

January 1, 2019

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

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

“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;

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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

“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">(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 the Company as one customer for billing purposes;
“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

“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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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

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

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

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

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

- (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

(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

(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

"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

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

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

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

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

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 st 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

(k)	Charge for installation of Recording Equipment	
	<ul style="list-style-type: none"> • 240 volt single phase voltage recorder • all other recording equipment 	<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"> - Basic Dispatch Service - Individual/Group Call Feature - Networking Features - Interconnect Facility (PSTN) Access 	<p>\$26.00</p> <p>\$21.00</p> <p>\$11.00</p> <p>\$41.00</p>

7.2 SCHEDULE OF WIRING INSPECTION FEES

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

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

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

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

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

	ONE TIME
1.0 Recovery of Capital Cost of Meter Equipment	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 Recovery of Installation Charges	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 Recovery of Operational Charges	\$186.00
4.0 Load Research Setup	\$47.00

7.3 SCHEDULE OF LOAD RESEARCH MONITORING, REPORTING AND ANALYTICAL CHARGES

5.0	Analysis and Reporting Base Package	See Charge per Billing Period
	Load profile for peak day billing period plus times and magnitude of six highest peaks	33.00
	Options	
	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	Specialized Analysis	
	Hourly Rate	80.00

8.1 MERSEY SYSTEM

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.