

This **CLASS 1 INTERCONNECTION AGREEMENT** made as of the \_\_\_\_\_ day of \_\_, 20\_\_\_\_, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”).

**BETWEEN:**

\_\_\_\_\_  
(the “Customer-generator”)

**-and-**

**NOVA SCOTIA POWER INCORPORATED**, a body corporate (“NS Power”)

**WHEREAS:**

- A. This Class 1 Interconnection Service is available to NS Power customers qualified under the Province of Nova Scotia’s Solar Electricity for Community Buildings Program, with generators having a capacity not exceeding 100kW.
- B. The Customer intends to engage in the interconnected operation of its Generating Facility with the Distribution System;
- C. The Customer has entered into a power purchase agreement with NSPI.
- D. The parties agree that the Interconnection Service will provide such service on the terms and conditions contained herein.

**NOW THEREFORE** witnesses that in consideration of the premises and the mutual covenants and obligations herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS**

In this Agreement the following terms have the following meanings:

- 1.1. “Distribution System” means NSPI’s facilities that operate at a nominal voltage of 24,940V or less, which are used to distribute electric power between substations and customer loads.
- 1.2. “Generating Facility” means the Customer's plant and equipment, including but not limited to, the generator, inverter, storage devices, and Interconnection Equipment located on the Customer’s side of the Point of Delivery.
- 1.3. “Interconnection Service” means the service provided by the Distribution Provider associated with interconnecting the Interconnection Customer’s Generating Facility to the Distribution System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of this Agreement.

- 1.4. “Interconnection Equipment” means all equipment and functions used to interconnect a generator to the Distribution System.
- 1.5. “Islanding” is a condition in which a portion of the Distribution System is energized by a Generating Facility while a portion of the Distribution System is electrically separated from the rest of the Distribution System.
- 1.6. “Interconnection Guidelines” means NSPI’s interconnection guidelines that are posted on the OASIS website located at [www. http://oasis.nspower.ca/](http://oasis.nspower.ca/), as may be revised from time to time. The Interconnection Guidelines outline the technical requirements that are required to be met by the Customer to establish an Interconnection with the Distribution System.
- 1.7. “Point of Delivery” means the point where the Distribution System is connected to the Generating Facility.
- 1.8. “Rates and Regulations” refers to NSPI’s rates and regulations as may be approved by the Nova Scotia Utility and Review Board from time to time.
- 1.9. “Standard Protection Code” refers to NSPI’s systematic and coordinated approach to work planning which is utilized to enhance personal safety and the protection of the Distribution System and ancillary equipment against damage.
- 1.10. “UARB” refers to the Nova Scotia Utility and Review Board.

**2. GENERATING FACILITY**

The particulars of the Generating Facility, as defined herein, are as follows:

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**Generator manufacturer**

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**Generator model**

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**Energy or source type (e.g. hydro, photovoltaic, wind)**

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**Nameplate rating (KW/kVA)**

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**Electric energy storage capability**

YES  NO **If YES - describe:**

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**Point of delivery**

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**NSPI feeder designation**

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**Address of Generating Facility**

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The location of the Generating Facility is outlined in the site plan attached hereto as Schedule “A”. The single line diagram is attached hereto as Schedule “B”.

### **3. OPERATION OF THE GENERATING FACILITY**

- 3.1. Once interconnected, the Customer will operate its Generating Facility in accordance with all applicable rules, regulations, and laws, including without limitation, Rates and Regulations, and specifically the Renewable Electricity Regulations made pursuant to the Electricity Act (Nova Scotia) as may be amended from time to time, as well as and any instructions provided by the Generating Facility's manufacturer. The Customer will not expand or alter the Generating Facility in any manner without receiving NSPI's prior written consent.
- 3.2. The Customer warrants, covenants and agrees with NSPI that they will comply with applicable federal, provincial and municipal statutes, regulations and bylaws pertaining to the Generating Facility. Should the Customer not receive all requisite approvals for the installation and operation of the Generating Facility and NSPI is advised of the non-compliance, NSPI may disconnect the Generating Facility immediately as outlined in section 6, suspension of interconnection.
- 3.3. The Customer and NSPI shall operate the Generating Facility and the Distribution System respectively, in accordance with good utility practice, and in a manner which places the utmost importance on the safety of the public and each party's agents and employees.
- 3.4. NSPI shall perform any reviews and inspections that it is required to perform on the Generating Facility.
- 3.5. The Customer is not required to give NSPI notice prior to starting or stopping the Generating Facility, with the exception of the initial startup, which shall be subject to NSPI having inspected and approved the Generating Facility and the Interconnection.
- 3.6. Islanding of the Generating Facility with any portion of the Distribution System is not permitted under any circumstances.
- 3.7. NSPI reserves the right, at its option, to inspect the Generating Facility at any time.
- 3.8. Outages: To the extent reasonably possible, NSPI will provide the Customer with advance notice that interruption or reduction of the Generating Facility's output shall be required in order to permit NSPI to construct, install, maintain, repair or inspect any part of its Distribution System. NSPI will telephone the customer to provide any notice required.
- 3.9. Interruption: NSPI may curtail, interrupt, or reduce the Generating Facility's electrical output, without prior notice, whenever NSPI determines that it is necessary to do so. Such curtailment may be necessary in cases of emergencies, forced outages, safety hazards or in order to comply with good utility practice.
- 3.10. No Compensation: The Customer agrees that the Customer is not entitled to any compensation or damages, direct or indirect, loss, prospective profits, economic loss or incidental or consequential damages as a result as a result of the Generating Facility's output being curtailed, interrupted or reduced.
- 3.11. Access: The Customer hereby grants NSPI access over and across the Customer's property

outlined in Schedule "A" attached hereto, for the purpose of maintaining, operating, inspecting, meter reading, or disconnecting the Generating Facility or the Interconnection Equipment, as the case may be, without prior notice to the Customer; provided such entry is made, except in cases of emergency, at reasonable hours. Nothing herein limits or otherwise affects any other right of entry which NSPI may have pursuant to its Rates and Regulations or at law.

#### **4. METERING AND BILLING**

##### **4.1 Provision and Ownership**

4.1.1 NS Power will install and seal all revenue class meters for the purpose of measuring the output of the Generating Facility and the Customer's load as necessary for application of the power purchase agreements. The Customer is responsible for all costs associated with the purchase, installation, operation, testing and maintenance of the metering equipment.

4.1.2 NS Power will charge the costs of the supply and installation of metering devices and communications equipment and services which are incremental to the metering requirements applicable to NS Power's normal service.

4.1.3 At NS Power's discretion, the measurements of energy delivered to the NS Power at the Delivery Point may be determined by compensating for energy losses between the meter location and the Delivery Point.

4.1.4 Meters and associated revenue metering equipment shall remain the property of NS Power.

4.1.5 All revenue metering equipment installations shall meet the requirements of good utility practice and the Electricity and Gas Inspection Act regulations requirements in effect at the time.

4.1.6 All revenue metering equipment shall be routinely tested in accordance with Measurements Canada requirements. At any time, either Party may request a test of the accuracy of the revenue metering equipment at its own expense. The results of meter calibrations or tests shall be available for examination by the Parties at all times. If at any time, any meter equipment is found to be inaccurate by more than three percent (3%), NS Power shall cause such metering equipment to be made accurate or replaced as soon as possible. If the meter is found to be accurate within 3%, no adjustment will be required. Each Party shall comply with any reasonable request of the other concerning the sealing of meters, the presence of a representative of the other Party when the seals are broken and when tests are made, and other matters affecting the accuracy of the measurement of electric energy delivered. If either Party believes that a meter is operating inaccurately, it shall immediately notify the other Party.

#### **5. CUSTOMER COVENANTS**

5.1. The Customer warrants, covenants and agrees as follows:

- (a) the Generating Facility will be operated in accordance with NSPI's Interconnection Guidelines.
- (b) the Generating Facility and all ancillary equipment will be approved by the Canadian Safety Association ("CSA"), or by an agency which is acceptable to NSPI, in its sole discretion.
- (c) the Generating Facility and all ancillary equipment, will be installed, operated, and maintained in accordance with all applicable national, provincial, and municipal electrical construction and safety codes, including without limitation, the *Canadian Electrical Code* (including Parts I and II concerning product standards) and the *Electrical Installation and Inspection Act* (Nova Scotia).
- (d) that the Customer has been advised that there are no synchronization schemes in place on NSPI's facilities, and that the upstream Distribution System contains automatic equipment that will provide for voltage regulation and automatic reclosing as part of normal operation.

## **6. SUSPENSION OF INTERCONNECTION**

- 6.1. If the Customer's Generating Facility is not operating in accordance with the Interconnection Guidelines, as may be amended from time to time, any statutory requirements or the terms of this Agreement, NSPI may disconnect the Customer's Generating Facility until the Generating Facility is, in NSPI's sole opinion, in compliance with such requirements.
- 6.2. In the event that NSPI does not disconnect the Generating Facility, NSPI will provide written notice of default. Should the default not be cured within thirty (30) days, then NSPI may terminate this Agreement in accordance with section 8, termination.
- 6.3. Notwithstanding anything to the contrary articulated in this Agreement, NSPI may disconnect the Generating Facility from the Distribution System without prior notice if the operation of the Generating Facility is or may become in NSPI's sole discretion, a threat to personal safety, the safety of the general public, or the integrity of the Distribution System.

## **7. INDEMNITY**

- 7.1. NSPI shall not be liable for any loss, damage, or injury, including but not limited to death, relating to this Agreement or the operation of the Generating Facility except to the extent that such loss, damage, or injury may be attributed to the negligence or willful misconduct of NSPI.
- 7.2. For the purposes of this Section 7 "Claims" shall mean any liabilities, losses, expenses (including legal costs on a solicitor-client basis), claims, demands, actions and causes of action, whether based upon breach of contract, breach of warranty, failure to meet performance guarantees, tort (including negligence) and/or strict liability.
- 7.3. The Customer shall assume all risk of loss, damage or injury, including death, to person or

property, to the extent caused by its directors, officers, employees, sub-suppliers, agents or representatives in connection with the Generating Facility, and agrees not to make or bring any claim, action or demand against NSPI or its directors, officers, servants, agents, or employees in respect of such loss, damage or injury arising out of or in any way attributable to the operation of this Agreement excepting such loss, damage or injury caused by the negligence or wilful misconduct of NSPI or NSPI's directors, officers, servants, agents or employees.

- 7.4. The Customer agrees to indemnify and save harmless NSPI, its directors, officers, servants, agents, or employees, and their heirs, executors, administrators, successors and assigns, or any of them, from and against any Claims whatsoever suffered by NSPI by reason of, or arising out of, or any way attributable to this Agreement or ancillary to the Customer's operation of the Generating Facility contemplated herein excepting only to the extent caused by the negligence or willful misconduct of NSPI or NSPI's directors, officers, servants, agents or employees.
- 7.5. The provisions set forth in this Clause shall apply and be effective with respect to any claim, cause of action, or legal theory whatsoever including without limitation, Claims based upon breach of contract, breach of warranty, failure to meet performance guarantees, tort (including negligence) and strict liability.

## **8. TERM AND TERMINATION**

- 8.1. This Agreement is effective as of the Effective Date and shall remain in effect until terminated. This Agreement may be terminated by the Customer upon providing thirty (30) days prior written notice to NSPI. This Agreement may be terminated by NSPI upon the Customer being in default of its obligations as outlined in Section 6. NSPI will provide notice of default to the Customer. If such default is not cured within thirty (30) days following notice of the default having been provided to the Customer, this Agreement shall terminate without further notice to the Customer.
- 8.2. Notwithstanding any provision in this Agreement, NSPI may terminate this Agreement effective immediately upon written notice to the Customer in the event NSPI's metering indicates that the Customer's Generating Facility has not generated electricity for a period of twelve (12) calendar months.

## **9. DISPUTE RESOLUTION**

- 9.1. In the event of a dispute in connection with this Agreement the Customer and a senior officer of NSPI shall promptly meet to discuss and resolve the dispute and the parties shall have ten (10) days to resolve the dispute (or five (5) days if either party notifies the other party that the matter requires urgent resolution).
- 9.2. In the event resolution cannot be achieved then such dispute or difference may be referred by either party to binding arbitration under the provisions of the Commercial Arbitration Act (Nova Scotia).
- 9.3. Unless otherwise requested by Customer, there shall be no stoppage in the provision of Interconnection Service during the dispute resolution process.

## 10. NOTIFICATIONS

10.1 All notices to be given to either party under this Agreement shall be written and addressed to NSPI and to the Customer as follows:

Nova Scotia Power Incorporated  
Attention: Corporate Secretary  
PO Box 910  
Halifax, NS B3J 2W5  
Facsimile: (902) 428-6171

To the Customer:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_

- 10.1. All notices may be sent by facsimile, a nationally recognized overnight courier service, first class mail or hand delivered. Notice shall be given when received by the addressee on a business day. In the absence of proof of the actual receipt date, the following presumptions will apply:
- (a) Notices sent by facsimile shall be presumed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a business day or is after five p.m. (local time for the recipient) on a business day, then such facsimile shall be deemed to have been received on the next following business day.
  - (b) Notice by overnight courier shall be presumed to have been received on the next business day after it was sent.
  - (c) Notice by first class mail shall be presumed delivered five (5) business days after mailing.
  - (d) Either party may modify its address for notices by advance written notice to the other party.

## 11. MISCELLANEOUS

- 11.1. This Agreement does not supersede the requirements outlined in any applicable Rates and Regulations as approved by the UARB from time to time, or legislation, including but not limited to the Public Utilities Act, the Canadian Electrical Code, the Occupational Health and Safety Act.
- 11.2. This Agreement shall only be renewed with the written consent of both parties.

- 11.3. The insertion of headings in this Agreement is for convenience only and shall not be construed so as to affect the interpretation or construction of this Agreement.
- 11.4. The recitals and schedules are hereby incorporated into this Agreement.
- 11.5. This Agreement is to be read with all changes in gender and number as required by the context.
- 11.6. This Agreement shall be deemed to have been made in and shall be governed by, construed and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada, as applicable therein.
- 11.7. No consent or waiver, express or implied, by any party to this Agreement of any breach or default by any other party in the performance of its obligations under this Agreement or of any of the terms, covenants or conditions of this Agreement shall be deemed or construed to be a consent or waiver of any subsequent or continuing breach or default in such party's performance.
- 11.8. This Agreement is the entire agreement between the parties with respect to the subject matter hereto and shall not be modified, varied or amended except by an instrument in writing signed by the parties.
- 11.9. Should any provision of the Agreement be declared by a judicial or other competent authority to be unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 11.10. The parties acknowledge that this Agreement and all related documents shall be in English.
- 11.11. This Agreement may be executed by the parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and when taken together shall be deemed to be one and the same instrument. The electronic delivery, including, without limitation, by email or facsimile transmission, of any signed original of this Agreement shall be the same as the delivery of an original.

**IN WITNESS THEREOF**, the parties have duly executed this Agreement, in duplicate, as of the date set forth above.

	)	<b>NOVA SCOTIA POWER INCORPORATED</b>
	)	
	)	
_____	)	Per: _____
Witness	)	Name: _____
	)	Title: _____
	)	
	)	
	)	
_____	)	Per: _____
Witness	)	Name: _____
	)	Title: _____



\_\_\_\_\_  
Witness

)  
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\_\_\_\_\_  
Name:  
**CUSTOMER**

**SCHEDULE "A"**  
**SITE PLAN**

**SCHEDULE "B"**  
**SINGLE LINE DIAGRAM**