

NET METERING PROGRAM TERMS AND CONDITIONS

Nova Scotia Power Contact:

Net Metering Program
Nova Scotia Power
PO Box 910, Halifax, NS B3J 2W5
Attention: Net Metering Team
netmetering@nspower.ca

Customer:

Customer Name	("Customer")		
Address			
City/Town		Postal Code	
Telephone		Fax	
Email		Customer Account #	

Facility:

Generator Manufacturer	(Inverter)	(Module)
Generator Model	(Inverter)	(Module)
Energy or Source Type (e.g. hydro, photovoltaic, wind)		
Nameplate Capacity	kW/AC	kW/DC
Electric energy storage capability (YES/NO, if YES - describe)		
Point of Delivery		
Address of Generator (the "Premises")		
Plans Review ID Number		

1. **Terms and Conditions** – This Net Metering Program Terms and Conditions document ("**Program Terms and Conditions Document**") consists of pages 1 and 2 and the following:

Schedule "A" - the General Terms and Conditions

2. **Agreement to Program Terms and Conditions Document** – As a condition of participating in the Nova Scotia Power Incorporated ("**Nova Scotia Power**") Net Metering Program, the Customer must agree to this Program Terms and Conditions Document and any amendments that may be made by Nova

Scotia Power from time to time, in Nova Scotia Power's sole discretion. For clarity, Nova Scotia Power may amend or replace this Program Terms and Conditions Document at any time in its sole discretion and the Customer agrees to be bound by any such amendment.

3. **Legal Effect** – the Customer has signed this Program Terms and Conditions Document on the date shown below, with the effective date of this Program Terms and Conditions Document being the date Nova Scotia Power has provided written approval to the Customer that it has met all requirements for participation in the Net Metering Program.

Customer Signature

Date (MM/DD/YY)

Schedule A

General Terms and Conditions

1. Definitions

1.1. **“Customer”** means the individual(s) identified on page 1 of the Program Terms and Conditions Document.

1.2 **“Distribution System”** means Nova Scotia Power’s facilities that operate at a nominal voltage of 24,940 V or less, which are used to distribute electric power between substations and customer loads.

1.3 **“Facility”** means the Customer's plant and equipment, as identified on page 1 of the Program Terms and Conditions Document, including but not limited to, the generator, inverter, storage devices, and Interconnection Equipment located on the Customer’s side of the Point of Delivery.

1.4 **“Interconnection”** means the electrical connection of a generator in parallel with the Distribution System as defined herein.

1.5 **“Interconnection Equipment”** means all equipment and functions used to interconnect a generator to the Distribution System.

1.6 **“Interconnection Requirements”** means Nova Scotia Power’s distribution interconnection requirements for generating facilities not exceeding 100kW that are posted on the Nova Scotia Power website located at www.nspower.ca/netmetering as may be revised from time to time. The Interconnection Requirements outline the technical requirements that are required to be met by the Customer to establish an Interconnection with the Distribution System.

1.7 **“Laws”** means any applicable federal, provincial, or local law, regulation, bylaw, ordinance, rule, permit, license or code of every relevant jurisdiction that in any manner affects the performance of obligations under this Program Terms and Conditions Document and any order, decree, authorization or approval, or other binding determination of any relevant governmental authority, body, tribunal or agency with jurisdiction over the foregoing.

1.8 **“Net Metering Program”** means Nova Scotia Power’s Net Metering Program as amended or replaced from time to time by Nova Scotia Power in Nova Scotia Power’s sole discretion.

1.9 **“Point of Delivery”** means the point where the Distribution System is connected to the Facility.

1.10 **“Premises”** means the property where the Facility is located, as identified on page 1 of the Program Terms and Conditions Document.

1.11 **“Rates and Regulations”** refers to Nova Scotia Power’s rates and regulations approved by the Nova Scotia Utility and Review Board, as may be amended from time to time.

2. Ownership of Premises

2.1 The Customer confirms that it is the registered owner of the Premises.

2.2 The Customer shall notify Nova Scotia Power if it transfers ownership of the Premises and shall meet any additional requirements imposed by Nova Scotia Power to allow the Customer to (i) continue its participation in the Net Metering Program, notwithstanding its transfer of ownership, (ii) transfer its participation in the Net Metering Program to a new owner of the Premises, or (iii) terminate its participation in the Net Metering Program in accordance with Section 6.

3. Operation of the Facility

3.1. **Compliance.** The Customer will design, install, operate, and maintain its Facility in accordance with all applicable Laws and requirements that pertain to the Facility, including without limitation:

- (i) the Rates and Regulations, specifically Regulation 3.6 net metering service;
- (ii) the Interconnection Requirements;
- (iii) 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); and
- (iv) any instructions provided by the Facility's manufacturer.

3.2 **Alterations to Facility.** The Customer will not expand or alter the Facility in any manner without receiving Nova Scotia Power's prior written consent.

3.3 **Inspections.** Nova Scotia Power shall perform any reviews and inspections that it is required to perform on the Facility. Nova Scotia Power reserves the right, at its option, to inspect the Facility at any time.

3.4 **Starting and Stopping Facility.** The Customer is not required to give Nova Scotia Power notice prior to starting or stopping the Facility, with the exception of the initial start-up, which shall be subject to Nova Scotia Power having inspected and approved the Facility and the Interconnection.

3.5 **Interruption.** Nova Scotia Power may curtail, interrupt, or reduce the Facility's electrical output, without prior notice, whenever Nova Scotia Power 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.

3.6. **No Compensation.** The Customer shall not be entitled to any compensation or damages, direct or indirect, loss, prospective profits, economic loss or incidental or consequential damages as a result of the Facility's output being curtailed, interrupted or reduced.

3.7. **Access.** The Customer hereby grants Nova Scotia Power access over and across the Premises, for the purpose of maintaining, operating, inspecting, meter reading, or disconnecting the 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 Nova Scotia Power may have pursuant to its Rates and Regulations or at law.

4. Metering and Billing

4.1 Metering requirements and billing procedures shall be in accordance with Regulation 3.6 of the Rates and Regulations and any other Laws, as applicable.

5. Suspension of Interconnection

5.1 If the Customer's Facility is not operating in accordance with the Interconnection Requirements, any Laws, or this Program Terms and Conditions Document, as may be amended from time to time, or is operating without all requisite approvals for the installation and operation of the Facility, Nova Scotia Power may disconnect the Customer's Facility until the Facility is, in Nova Scotia Power's sole opinion, found to be in compliance with such requirements.

5.2 In the event that Nova Scotia Power does not disconnect the Facility, Nova Scotia Power will provide written notice of default. Should the default not be cured within thirty (30) days of notice being provided to the Customer, then Nova Scotia Power may terminate this Program Terms and Conditions Document and the Customer's participation in the Net Metering Program.

5.3 Notwithstanding anything to the contrary articulated in this Program Terms and Conditions Document, Nova Scotia Power may disconnect the Facility from the Distribution System without prior notice if the operation of the Facility is or may become in Nova Scotia Power's sole discretion a threat to personal safety, the safety of the general public, or the integrity of the Distribution System.

6. Term and Termination

6.1 Nova Scotia Power may terminate the Customer's participation in the Net Metering Program effective immediately upon written notice to the Customer upon the happening of any one or more of the following:

- (i) the Customer's electrical service is disconnected, regardless of whether such disconnection is at the request of the Customer or in accordance with the Rates and Regulations;
- (ii) Nova Scotia Power's metering indicates that the Customer's Facility has not generated electricity for a period of twelve (12) calendar months; or
- (iii) the Net Metering Program is terminated.

6.2 The Customer may terminate its participating in the Net Metering Program by providing written notice to Nova Scotia Power.

6.3 The Customer is responsible to decommission the Customer's Facility and the Interconnection Equipment using a certified electrical contractor and is responsible for associated costs. Nova Scotia Power shall inspect the decommissioning of the Customer's Facility and the Interconnection Equipment.

7. Dispute Resolution

7.1 In the event of a dispute in connection with this Program Terms and Conditions Document, the Customer and a senior officer of Nova Scotia Power shall promptly meet to discuss and resolve the dispute and the parties shall have ten (10) business days to resolve the dispute (or five (5) business days if either party notifies the other party that the matter requires urgent resolution).

7.2 In the event resolution cannot be achieved then such dispute or difference may be referred (a) by either party to binding arbitration under the provisions of the Commercial Arbitration Act (Nova Scotia) or (b) by the Customer to Nova Scotia Power's Dispute Resolution Officer to assist with the resolution of a dispute.

7.3 Unless otherwise requested by Customer, there shall be no stoppage in the provision of net metering services during the dispute resolution process.

8. Miscellaneous

8.1 This Program Terms and Conditions Document does not supersede the requirements outlined in the Rates and Regulations or Laws, including but not limited to the Public Utilities Act, the Canadian Electrical Code, and the Occupational Health and Safety Act.