AMENDED ORDER **NSUARB-NSPI-P-886**

NOVA SCOTIA UTILITY AND REVIEW BOARD

IN THE MATTER OF THE PUBLIC UTILITIES ACT

- and -

IN THE MATTER OF AN APPLICATION by **Nova Scotia Power Incorporated** for approval of certain Revisions to its Rates, Charges and Regulations

BEFORE: Peter W. Gurnham, Q.C., Chair
Margaret A.M. Shears, Vice-chair
Kulvinder S. Dhillon, P. Eng., Member

AMENDED ORDER

WHEREAS this Application was heard by the Board on January 22, 23 and 24, 2007, and the Board issued its Decision on February 5, 2007, which set out the requirement for Nova Scotia Power Incorporated (NSPI) to submit a Compliance Filing by February 15, 2007, and Intervenors to respond by February 22, 2007, prior to a final Order being issued by the Board in this matter;

AND WHEREAS the Board has considered the information in the Compliance Filing submitted by NSPI on February 15, 2007;

AND WHEREAS no response from Intervenors was received by the Board;

AND WHEREAS the Board is satisfied that the Compliance Filing reflects the Board's February 5, 2007 Decision with respect to the above-the-line rates;

AND WHEREAS the Board approves rate increases for above-the-line customers as follows:

Class	Average Increase (%)
Domestic	4.7
Small General	4.7
General Demand	2
Large General	4.7
Small Industrial	4.7
Medium Industrial	4.7
Large Industrial	4.7
ELI 2P-RTP	2.7*
Municipal	4.7
Unmetered	-4.3
Average	**3.8**

* ELI 2P-RTP increase as compared to 2006 ELIIR rate is 4.9%.

AND WHEREAS, pursuant to s. 45(1) of the *Public Utilities Act*, the Board approves the average Rate Base of $2,776.3 million and the Rate of Return on average Rate Base of 8.25% as set out in Appendix 2, Table 1 of NSPI's Compliance Filing;

IT IS ORDERED that:

1. The Minutes of Settlement dated the 21st day of January, 2007, attached hereto as Schedule "C", are approved and the terms are adopted by the Board as part of this Order;

2. NSPI's proposed revenue requirement as identified in the Board's February 5, 2007 Decision, which according to NSPI's Compliance Filing, totals $1,159.5 million, is approved;

3. The above-the-line rates are approved at the average rate increase by class set out above. The approved rates, which are effective for services rendered on and after April 1, 2007, for all above-the-line rate classes are attached hereto as Schedule "A";

4. The Regulations, attached hereto as Schedule "B", are approved effective April 1, 2007;

5. In future, if a settlement agreement is reached, all Intervenors should have an opportunity to meet with NSPI and other parties involved in the settlement agreement in a session designed to review and explain its terms and impact, prior to the commencement of the public hearing;

6. NSPI is to make concerted efforts to ensure only information which, without question, warrants filing on a confidential basis be designated as such;

7. The process concerning the review of operations will continue. The parties will make their submission no later than March 15, 2007, and the Board will then decide how to proceed;

8. NSPI is directed to continue to work to satisfy, well in advance of the FAM hearing, outstanding Board directives from 2005 and 2006 rate decisions including the affiliate audit and fuel recommendations made by Liberty;

9. The Board directs that the common equity ratio of NSPI be set at 37.5% for rate making purposes;

10. The Board fixes the rate of return on common equity at 9.55% with an earning range of 9.3% to 9.8%;

11. The Board will issue a separate decision with respect to the future compliance filing process;

12. A separate hearing process has been established to consider *Constitutional* and *Human Rights Act* challenges raised by the Affordable Energy Coalition and five individuals; and

13. Board staff will develop, for approval by the Board, standard filing requirements following consultation with NSPI and intervenors.

DATED at Halifax, Nova Scotia, this 8th day of March, 2007.

Nancy Marple
Clerk of the Board

SCHEDULE "A"

NOVA SCOTIA POWER INCORPORATED

DOMESTIC SERVICE TARIFF
Rate Codes 02, 03, 04

CUSTOMER CHARGE

$10.83 per month

ENERGY CHARGE

10.67 cents per kilowatt hour

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be $10.83.

AVAILABILITY:

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

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

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

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

Optional Green Power Rider

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

NOVA SCOTIA POWER INCORPORATED

DOMESTIC SERVICE TARIFF
Rate Codes 02, 03, 04

Special Terms and Provisions

1. Green Power, as defined for the purposes of this rider includes energy produced from renewable resources that have minimal impact on the environment, and could be independently certified by third party environmental organizations.

2. Service under this rider may be limited at the discretion of the Company, based on the expected level of green energy available.

NOVA SCOTIA POWER INCORPORATED

DOMESTIC SERVICE TIME-OF-DAY TARIFF (OPTIONAL)
Rate Code 06

CUSTOMER CHARGE

$18.82 per month

ENERGY CHARGE

December, January and February

07:00 am to 12:00 pm	15.320 cents per kilowatt hour
12:00 pm to 04:00 pm	10.670 cents per kilowatt hour
04:00 pm to 11:00 pm	15.320 cents per kilowatt hour
11:00 pm to 07:00 am	5.335 cents per kilowatt hour

The above rates apply weekdays (Monday to Friday inclusive), excluding statutory holidays. For Saturdays, Sundays and statutory holidays, all consumption will be billed at the rate of 5.335 cents per kilowatt hour.

March to November

07:00 am to 11:00 pm	10.670 cents per kilowatt hour
11:00 pm to 07:00 am	5.335 cents per kilowatt hour

The above rates apply weekdays (Monday through Friday inclusive), excluding statutory holidays. For Saturdays, Sundays and statutory holidays, all consumption will be billed at the rate of 5.335 cents per kilowatt hour.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be $18.82.

AVAILABILITY:

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

This tariff is applicable to electric energy used by any customer in a private residence for the customer's own domestic or household use, including lighting, cooking, heating, or refrigeration purposes. This tariff is not available to any other customer within the provisions of Section 73 of the Public Utilities Act, R.S.N.S. 1989, c. 380, as amended.

NOVA SCOTIA POWER INCORPORATED

DOMESTIC SERVICE TIME-OF-DAY TARIFF (OPTIONAL)
Rate Code 06

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

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

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

NOVA SCOTIA POWER INCORPORATED

SMALL GENERAL TARIFF
Rate Code 10

CUSTOMER CHARGE

$12.65 per month

ENERGY CHARGE

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

10.39 cents per kilowatt hour for all additional kilowatt hours

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be $12.65.

AVAILABILITY:

This tariff is applicable to electric energy for use where the annual consumption is less than 32 000 kW.h per year and for which no other rates are applicable.

NOVA SCOTIA POWER INCORPORATED

GENERAL TARIFF
Rate Code 11

DEMAND CHARGE

$8.26 per month per kilowatt of maximum demand.

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

ENERGY CHARGE

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

6.20 cents per kilowatt hour for all additional kilowatt hours.

MAXIMUM PER KW.H CHARGE/MINIMUM BILL

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

AVAILABILITY:

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

SPECIAL CONDITIONS:

(1) Metering will normally be at the low voltage side of the substation. Should the customer's requirements make it necessary for the Company to provide primary metering, then the customer will be required to make a capital contribution equal to the additional capital cost of primary metering as opposed to the cost of secondary metering. Adjustment to the metered kW.h usage will be made when metering is on the high voltage side. Meter readings shall then be reduced by 1.75%.

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

NOVA SCOTIA POWER INCORPORATED

LARGE GENERAL TARIFF
(2 000 kV.A or 1 800 kW, and Over)
Rate Code 12

DEMAND CHARGE

$10.06 per month per kilovolt ampere of maximum demand of the current month or the maximum actual demand of the previous December, January, or February occurring in the previous eleven (11) months.

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

ENERGY CHARGE

5.98 cents per kilowatt hour.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be $12.65.

AVAILABILITY:

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

SPECIAL CONDITIONS:

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

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

(a) If the substation high voltage side is 69 kV or higher, and metering is on the high voltage side, meter readings shall be reduced by 1.75%.

(b) If the substation high voltage side is lower than 69 kV, and metering is on the low voltage side, meter readings shall be increased by 1.75%.

NOVA SCOTIA POWER INCORPORATED

LARGE GENERAL TARIFF
(2 000 kV.A or 1 800 kW, and Over)
Rate Code 12

(2) The Company will withdraw the availability of this tariff to any specific customer, if, on a consistent basis, the customer is not maintaining a billing demand of 2 000 kV.A or 1 800 kW.

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

NOVA SCOTIA POWER INCORPORATED

SMALL INDUSTRIAL TARIFF
(Up to 249 kV.A. or 224 kW)
Rate Code 21

DEMAND CHARGE

$5.89 per month per kilovolt ampere of maximum demand.

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

ENERGY CHARGE

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

5.85 cents per kilowatt hour for all additional kilowatt hours.

MAXIMUM PER KW.H CHARGE/MINIMUM BILL

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

AVAILABILITY:

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

SPECIAL CONDITIONS:

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

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

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

NOVA SCOTIA POWER INCORPORATED

MEDIUM INDUSTRIAL TARIFF
(250 kV.A or 225 kW - 1 999 kV.A or 1 799 kW)
Rate Code 22

DEMAND CHARGE

$9.48 per month per kilovolt ampere of maximum demand.

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

ENERGY CHARGE

5.46 cents per kilowatt hour.

MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be $12.65.

AVAILABILITY:

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

SPECIAL CONDITIONS:

(1) Metering will normally be at the low voltage side of the substation. Should the customer's requirements make it necessary for the Company to provide primary metering, then the customer will be required to make a capital contribution equal to the additional capital cost of primary metering as opposed to the cost of secondary metering. Adjustment to the metered kW.h usage will be made when metering is on the high voltage side. Meter readings shall then be reduced by 1.75%.

(2) The Company may withdraw the availability of this tariff to any specific customer, if, in the opinion of the Company, the customer is not maintaining a billing demand of 250 kV.A (225 KW).

NOVA SCOTIA POWER INCORPORATED

LARGE INDUSTRIAL TARIFF
(2 000 kV.A or 1 800 kW, and Over)
Rate Code 23

DEMAND CHARGE

$9.11 per month per kilovolt ampere of maximum demand of the current month or the maximum actual demand of the previous December, January or February occurring in the previous eleven (11) months.

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

ENERGY CHARGE

5.47 cents per kilowatt hour.

MINIMUM MONTHLY CHARGE

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

AVAILABILITY:

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

SPECIAL CONDITIONS:

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

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

(3) The Company will withdraw the availability of this tariff to any specific customer, if, on a consistent basis, the customer is not maintaining a regular demand of 2 000 kV.A or 1 800 kW or, as a result of transferring to this tariff from the Medium Industrial category the customer would not see a reduction in his electric cost for the energy supplied.

NOVA SCOTIA POWER INCORPORATED

LARGE INDUSTRIAL TARIFF
(2 000 kV.A or 1 800 kW, and Over)
Rate Code 23

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

(5) The customer will make all necessary arrangements to ensure that its load does not unduly deteriorate the integrity of the power supply system, either by its design and/or operation. These specific requirements shall be stipulated by way of a written operating agreement.

(6) In assessing issues which might unduly affect the integrity of the power supply system the following would be considered: reliability, harmonic voltage and current levels, voltage flicker, unbalance, rate of change in load levels, stability, fault levels and other related conditions.

NOVA SCOTIA POWER INCORPORATED

LARGE INDUSTRIAL TARIFF
(2 000 kV.A or 1 800 kW, and Over)
Rate Code 23

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

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

AVAILABILITY:

This rider will be available to a minimum regular billing demand of 2 000 kV.A at 90% Power Factor, under the following terms and conditions:

(1) The customer has provided written notice of his desire to take service under this option, identifying that portion of the load that is to be firm and that portion that is to be interruptible.

(2) The customers will reduce their available interruptible system load by the amount requested by NSPI within ten (10) minutes of such request by the Company.

(3) Following interruption, service may only be restored by the customer with approval of the Company.

(4) Failure to comply in whole or in part with a request to interrupt load will result in penalty charges. The penalty charge shall be twice the cost of the appropriate firm billing effective at that time for the consumption used in that billing period.

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

NOVA SCOTIA POWER INCORPORATED

LARGE INDUSTRIAL TARIFF
(2 000 kV.A or 1 800 kW, and Over)
Rate Code 23

(6) Interruption is limited to 16 hours per day and 5 days per week to a maximum of 30% of the hours per month and 15% of the hours in a year.

SPECIAL CONDITIONS:

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

(2) The customer will make all necessary arrangements to ensure that its load does not unduly deteriorate the integrity of the power supply system, either by its design and/or operation. Specific requirements shall be stipulated by way of a written operating agreement.

(3) In assessing issues which might unduly affect the integrity of the power supply system the following would be considered: reliability, harmonic voltage and current levels, voltage flicker, unbalance, rate of change in load levels, stability, fault levels and other related conditions.

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

NOVA SCOTIA POWER INCORPORATED

MUNICIPAL TARIFF

DEMAND CHARGE

$9.38 per month per kilovolt ampere of maximum demand of the current month or the maximum actual demand of the previous December, January or February occurring in the previous eleven (11) months.

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

ENERGY CHARGE

5.63 cents per kilowatt hour.

AVAILABILITY:

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

NOVA SCOTIA POWER INCORPORATED

EXTRA LARGE INDUSTRIAL TWO PART REAL TIME PRICING TARIFF (ELI 2P-RTP)

AVAILABILITY:

1. This tariff is available to customer load formerly served under the Extra Large Industrial Interruptible Rate (ELIIR) and 2P-RTP tariffs, specifically that of StoraEnso Port Hawkesbury Ltd (StoraEnso), and Bowater Mersey Paper Company Ltd (Bowater) other than load served based on the Mersey Agreement.

2. The service voltage shall not be less than 138kV, line to line, at each delivery point. Service is provided at the supply side of the customer's transformation equipment. The customer must own the transformation facilities and no transformer ownership credit is applicable.

3. Customers served under this tariff must accept priority supply interruption, meaning that customers on this tariff are interrupted after GRLF rate customers, and in advance of Interruptible Rider customers.

4. This tariff, as well as the ELIIR-2 tariff, is an alternative replacement tariff for the former ELIIR rate. Once having selected this tariff, the customer is no longer eligible for the ELIIR-2 tariff. Once on this tariff, the customer must commit to taking service under this rate for a minimum of twelve months.

5. This tariff cannot be taken in conjunction with the 1P-RTP rate.

CHARGES:

Customer Charge

The monthly customer charge under this tariff is $20,700.00 per month, per customer.

Standard Energy Charge

The standard energy charge, before accounting for shifting credits or additional charges, is 5.655 cents per kWh. This charge will apply to all Customer Baseline Load (CBL) energy, regardless of actual consumption.

The energy charge is calculated using NSPI's approved Cost of Service Study (COSS) for the load forecast to be served under the ELIIR-2 and ELI 2P-RTP tariffs combined.

NOVA SCOTIA POWER INCORPORATED

EXTRA LARGE INDUSTRIAL TWO PART REAL TIME PRICING TARIFF (ELI 2P-RTP)

Changes to Rate Components

The customer charge and standard energy charge of this tariff shall be subject to change as approved by the UARB following general rate applications by the Company. For operational purposes, the annual CBL for each customer is reset for each calendar year.

RATE MECHANISM:

The intent of this rate is to create a mechanism enabling customers to gain benefit equal to the benefit created by altering load usage in accordance to hourly pricing signals.

The customer will be billed based on a pre-determined CBL at the Standard Energy Charge, regardless of energy actually taken during a billing period, with credits based on decremental energy taken below the CBL and costs added for energy taken above the CBL.

Incremental and Decremental energy deviations from the CBL will be billed/credited based on the 20-minute ahead marginal cost, as posted on NSPI's RTP website, adjusted according to the schedule stipulated in the Decremental Rebate section of this tariff.

Order in which Rates are Applied

Customers may elect to utilize other rates below the ELI 2P-RTP. In such case, the customer will make written request to the Company, specifying the MW level above which ELI 2P-RTP is to apply. Such changes will only be applied to the next full calendar year of billing.

With respect to the "stacking order" under which customers taking multiple rates are billed, no other rate may be taken above this rate.

DEFINITIONS:

Pricing Period

Each hour of the day is a distinct pricing period, the day starting at the 00:00:01, the first hour ending at 01:00:00. The applicable 20 minute ahead marginal price as posted on the RTP website will apply for each such period.

NOVA SCOTIA POWER INCORPORATED

EXTRA LARGE INDUSTRIAL TWO PART REAL TIME PRICING TARIFF (ELI 2P-RTP)

Customer Baseline Load (CBL)

This is a flat line load shape used for the operational purpose of calculating hourly Incremental Load (IL) and Decremental Load (DL). The CBL level (in MW) is to be calculated as the average hourly demand of the customer's annual forecast total energy requirement (excluding system losses) from the Company. The CBL level will be in effect from January 1st to December 31st of each year, and calculated according to the following formula:

$$\frac{\text{Forecast total energy requirement from the Company}}{\text{(Total number of hours in rate year)} - \text{(Total hours of major scheduled maintenance*)}}$$

*major scheduled maintenance as defined within this tariff

Forecast Total Energy Requirement

Forecast total energy requirement from the Company is determined using the customer's total actual annual energy requirement (excluding system losses) from the Company for the previous 12 month period ending October 31st of each year, subject to any correction for anomalies, as agreed between the Company and the customer. The Company shall provide the customer, on or before the 3rd normal working day of November each year, their previous 12 month energy consumption. On or before the 15th day of November each year, the customer shall provide the Company, in writing, the proposed CBL for the subsequent calendar year. This submission shall include justification for the proposed CBL, including the anticipated dates and durations of the major scheduled maintenance periods.

The parties will diligently, and in good faith, attempt to reach agreement. NSPI will have two weeks in which to accept or reject the proposal in writing, with stated reasons for its rejection. In the event of disagreement, either party may refer the matter to the UARB for resolution, with the request for an expedited decision on the issues between the parties.

Major Scheduled Maintenance Periods

Prior to the start of each calendar year, the customer will provide the Company with information on the timing and duration and magnitude of its anticipated periods of major scheduled maintenance. If the customer and the Company are unable to agree on periods of major scheduled maintenance, the matter will be referred to the UARB.

The customer will also provide the Company with three (3) weeks notice in advance of commencing each scheduled maintenance period, clearly indicating the date and time of the commencement and termination of the maintenance period.

NOVA SCOTIA POWER INCORPORATED

EXTRA LARGE INDUSTRIAL TWO PART REAL TIME PRICING TARIFF (ELI 2P-RTP)

During periods of major scheduled maintenance, the CBL will be reduced accordingly to match the operating conditions of the plant. Such events will be treated as cutouts and will not affect the CBL for the subsequent year.

Marginal Cost (MC)

The MC will be the 20-minute ahead forecast of hourly marginal fuel and variable O&M cost in any hour, excluding any impacts of electricity exports, but including imports when they impact marginal costs. The MC forecast for each hour will be calculated by NSPI based on in-province load requirements. The load level(s) assumed for customers on the ELI 2P-RTP tariff will be the CBL value.

Projections of the anticipated hourly energy price (week ahead and day ahead) will be provided to the customer according to the following schedule:

- By midnight each day, hourly price forecasts for each hour of the next seven days shall be provided to the customer.
- Major changes to the hourly price forecasts will be provided to the customer as soon as possible after they occur.

The actual price used for billing purposes will be the MC, adjusted as stipulated in the Decremental Rebate section of this tariff.

Decremental Load (DL)

This is the hourly energy calculated as the difference between the CBL and the actual demand when actual demand is less than the CBL. When other tariffs are used below ELI 2P-RTP, DL in any hour is limited to the amount available between the lower ELI 2P-RTP threshold and the CBL.

Decremental Rebate (DR)

The Decremental Load (DL) each hour, is multiplied by the MC, or a fraction of the MC as defined below, adjusted for losses, in that hour, and summed to produce the Decremental Rebate (DR).

NOVA SCOTIA POWER INCORPORATED

EXTRA LARGE INDUSTRIAL TWO PART REAL TIME PRICING TARIFF (ELI 2P-RTP)

DL will be credited according to the following schedule:

- The credit for decrements, up to 30 MW for Bowater, and 75 MW for StoraEnso will be at MC as defined by this tariff.
- For the next 10MW for Bowater, and 30 MW for StoraEnso, the credits for decrements will be the greater of:
  - 80% of the MC; and
  - the ELI 2P-RTP Standard Energy Charge
- For further decrements in excess of the above amounts the credit will be the greater of:
  - 60% of MC; and
  - the ELI 2P-RTP Standard Energy Charge

Decremental Load eligible for DR is limited to 20% of the customer's annual CBL energy for the operating year. Once this limit is reached for the year, no further shifting rebates will be applied. Incremental load taken above the CBL will continue to be charged using incremental charges.

Incremental Load (IL)

This is the hourly energy calculated as the difference between the actual load and the CBL whenever the actual load exceeds the CBL.

Incremental Charges (IC)

The Incremental Load (IL) each hour, multiplied by the MC, adjusted for losses, in that hour, and summed to produce the Incremental Charge (IC).

Losses Adjustment:

A 2% adjustment to metered energy will be applied to determine requirement including system losses. This Loss adjustment will be applied in determining the IL and the DL.

Incremental Export Benefit Credit

Customers who take service under this rate will be given an Incremental Export Benefit Credit (IEBC) defined as follows:

IEBC = (Lesser of Customer's Monthly DL or NSPI's Actual Exports calculated monthly) x NSPI's Average Export Margin in the month

However, in no case shall the total annual IEBC exceed 15% of NSPI's total actual annual export margin.

NOVA SCOTIA POWER INCORPORATED

EXTRA LARGE INDUSTRIAL TWO PART REAL TIME PRICING TARIFF (ELI 2P-RTP)

CBL Base Cost (CBL_{bc})

The monthly CBL_{bc} is calculated by multiplying the ELI 2P-RTP energy under the CBL level in each hour of the billing period by the applicable Standard Energy Charge.

Bill Calculation:

At the end of each month:

Total Bill = CBL_{bc} + Incremental Charges – Decremental Rebates - Incremental Export Benefit Credit

Applicable Energy Charges, rebates, penalties, and adjustments will be calculated by the Company and indicated on the customer's monthly bill.

SPECIAL CONDITIONS:

Modification of Existing CBL

If an existing ELI 2P-RTP customer undertakes significant physical plant modification, (as signified by a specific capital expenditure above and beyond normal annual capital spending) or other material change (such as a change in product line) the Company or the customer may propose suitable adjustments to the CBL.

In the event of significant load reductions that have not been reflected in the CBL (such as plant shut downs, labour issues or any other reason), the CBL will be lowered accordingly or by agreement the rate may be suspended altogether until the customer returns to normal operations.

If the customer and NSPI cannot agree on any of the above modifications to the CBL the matter will be submitted to the UARB for adjudication.

Use of Self-Generation

Unless existing customer-owned generation is to be retired, for purposes of determining forecast CBL energy, the continued use of such generation is to be appropriately accounted for in the customer's CBL energy requirement. Such self-generation shall continue to be used in a normal fashion. Beyond this, it is expected that customers will use their own existing generation in whatever fashion they see as appropriate.

NOVA SCOTIA POWER INCORPORATED

EXTRA LARGE INDUSTRIAL TWO PART REAL TIME PRICING TARIFF (ELI 2P-RTP)

Supply Interruption:

This tariff is interruptible for supply reasons. The customer will reduce its available interruptible system load by the amount requested by NSPI within ten (10) minutes of such request by the Company. Following interruption, service may only be restored by the customer with the approval of the Company.

The customer will make available suitable contact telephone numbers of a person or persons who are able to reduce the required load within ten minutes.

Supply Interruption calls will be made to all customers taking energy under this tariff and the ELIIR-2 tariff, on an equitable and transparent basis.

Customers are expected to comply with all calls for interruption. Failure to comply in whole or in part with a request to interrupt load will result in penalty charges. The penalty charge for each failure shall be twice the cost of the appropriate billing as per this rate, for the total load subscribed under this rate. Should the customer fail to respond during subsequent calls within the same month, the same penalties will apply for each failure to interrupt.

Supply interruptions will be limited to 16 hours per day and 5 days per week to a maximum of 30% of the hours per month and 15% of the hours per year.

Conversion of Interruptible Load to Firm

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

Order of Supply Interruption:

In the event of an interruption required in order to avoid shortfalls in electricity supply, rate classes will be called upon to provide capacity to NSPI in the following order:

1. Generation Replacement and Load Following (GRLF) Rate;
2. Extra Large Industrial Interruptible Rate-2, and ELI 2P-RTP Rate
3. Interruptible Rider to the Large Industrial Rate.

NOVA SCOTIA POWER INCORPORATED

EXTRA LARGE INDUSTRIAL TWO PART REAL TIME PRICING TARIFF (ELI 2P-RTP)

In recognition that this tariff will receive interruption calls in advance of Interruptible Rider customers, the ELI 2P-RTP tariff will receive an interruptible credit (as determined in NSPI's COSS) that is 15% higher than the credit provided to Interruptible Rider customers for supply interruptibility.

Suspension of 2P-RTP Billing Mechanism

The Rate will be suspended during any period in which the customer's load is reduced due to a disruption in the supply of electricity to the customer because of an interruption call or NSPI system conditions. The suspension shall apply until such time as the customer has received permission from the Company to resume operations.

The energy lost under the CBL will be estimated by the customer for the specific period from the start of the disruption to the time that NSPI notifies the customer that it can resume operation. An amount equivalent to the estimated lost energy, taken above the CBL immediately following the disruption, will be charged at the Standard Energy Charge rather than at IC.

If the customer and NSPI cannot agree on the amount of energy lost, the matter will be submitted to the UARB for adjudication.

Separate Service Agreement

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

Maintain System Integrity

The customer will make all necessary arrangements to ensure that its load does not unduly deteriorate the integrity of the power supply system, either by its design and/or operation. Specific requirements shall be stipulated by way of a separate operating agreement.

In assessing issues that might unduly affect the integrity of the power supply system, the following would be considered: reliability, harmonic Voltage and current levels, Voltage flicker, unbalance, rate of change in load levels, stability, fault levels and other related conditions.

Sole Supplier

NSPI reserves the right to be the sole supplier of all external power requirements (i.e. excluding self-generation) for customers taking service under this tariff.

NOVA SCOTIA POWER INCORPORATED

EXTRA LARGE INDUSTRIAL TWO PART REAL TIME PRICING TARIFF (ELI 2P-RTP)

Power Factor Correction

Under normal operating conditions, an average power factor over the entire billing period, calculated for kWh consumed and lagging kVAR-h, as recorded, of not less than 90% lagging for the total customer load (under all rates) shall be maintained, or the following adjustment factors (Constant) will be applied to the Energy Charge in effect:

Power Factor	Constant	Power Factor	Constant
90-100%	1.0000	65-70%	1.1255
80-90%	1.0230	60-65%	1.1785
75-80%	1.0500	55-60%	1.2455
70-75%	1.0835	50-55%	1.3335

Metering Costs

Metering will normally be at the low side of the transformer and, for billing purposes, meter readings will be increased by 1.75%. Should the customer's requirements make it necessary for the Company to provide primary metering, the customer will be required to make a capital contribution equal to the additional cost of primary metering as opposed to the cost of secondary metering. The costs of any special metering or communication systems required by the customer to take service under this tariff shall be paid for by the customer as a capital contribution.

Special Consideration for Customer Purchasing Own Fuel

At the customer's option, the customer and NSPI shall use best efforts to enter into physical and/or financial purchases or hedges, the settlement of which shall be credited or charged to the customer's account. It is understood that the execution and settlement of these arrangements shall, under no circumstances, affect the rates or revenue requirements charged to the Company's other customers.

NOVA SCOTIA POWER INCORPORATED

OUTDOOR RECREATIONAL LIGHTING TARIFF
Rate Code 41

ENERGY CHARGE

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

AVAILABILITY

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

NOVA SCOTIA POWER INCORPORATED

UNMETERED SERVICE RATES

(A) STREET AND AREA LIGHTING

AVAILABILITY:

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

RATES

(1) INCANDESCENT

Rate Code	Watts	kW.h/Mo.	$/Mo.	Other
a) Operating, Maintenance and Capital (Full Charge)				
001	300 and less	97	$19.50	
002	Greater than 300	154	25.79	
b) Operating Only				
003	300 and Less	97	10.48	

(2) MERCURY VAPOUR

a) Operating, Maintenance and Capital (Full Charge)				
100	100	43	$12.72	
101	125	52	14.27	
102	175	69	15.14	
103	250	97	19.50	
104	400	154	25.79	
105	700	260	39.28	
106	1000	363	52.13	
107	250	212	29.55	Continuous Operation

NOVA SCOTIA POWER INCORPORATED

UNMETERED SERVICE RATES

(2) **MERCURY VAPOUR** (cont'd)

Rate Code	Watts	kW.h/Mo.	$/Mo.	Other
b) Operating and Maintenance Only				
201	125	52	9.30	
202	175	69	10.22	
203	250	97	13.24	
204	400	154	19.39	
205	700	260	30.86	
206	1000	363	42.01	
c) Operating Only				
301	125	52	5.62	
302	175	69	7.46	
303	250	97	10.48	
304	400	154	16.63	
305	700	260	28.10	
306	1000	363	39.25	

(3) **FLUORESCENT**

Rate Code	Bulb Length	Number of Bulbs/Unit	kW.h/Mo.	$/Mo.	Other
a) Operating, Maintenance and Capital (Full Charge)					
110	24	2	30	$13.07	
111	48	2	85	19.44	
112	72	2	116	23.62	
113	72	4	222	37.00	
114	96	1	47	15.80	
115	72	1	60	16.56	
116	48	4	166	29.19	

NOVA SCOTIA POWER INCORPORATED

UNMETERED SERVICE RATES

(3) **FLUORESCENT** (cont'd)

Rate Code	Bulb Length	Number of Bulbs/Unit	kW.h/Mo.	$/Mo.	Other
b) Operating and Maintenance Only					
213	72	4	222	29.51	
214	96	1	47	10.59	
215	72	1	60	12.01	
216	48	4	166	23.49	
217	48	1	49	10.80	
218	48	2	85	14.71	
c) Operating Only					
330	35	4	47	5.06	

(4) **FLUORESCENT CROSSWALK**

a) Continuous Burning - Operating Only					
117	72	4	486	40.73	
118	24	2	66	5.52	
119	48	4	364	30.53	
120	96	2	254	21.31	
150	96	4	613	51.38	
b) Photocell Operation - Operating Only					
310	24	2	30	$ 3.25	
311	48	4	166	17.97	
312	72	2	116	12.57	
313	72	4	222	23.99	
314	96	1	47	5.08	
315	72	1	60	6.49	
350	96	4	280	30.28	

NOVA SCOTIA POWER INCORPORATED

UNMETERED SERVICE RATES

(5) **LOW PRESSURE SODIUM**

Rate Code	Watts	kW.h/Mo.	$/Mo.	Other
a) Operating, Maintenance and Capital (Full Charge)				
130	135	60	25.11	
131	180	80	28.77	
132	90	45	23.49	
b) Operating and Maintenance Only				
231	180	80	16.93	
c) Operating Only				
331	180	80	8.65	

6) **HIGH PRESSURE SODIUM**

a) Operating, Maintenance and Capital (Full Charge)				
121	250	100	19.11	
122	400	150	24.70	
123	70	32	11.11	
124	100	45	12.42	
125	150	65	14.62	
126	100	99	18.60	Continuous Operation

NOVA SCOTIA POWER INCORPORATED

UNMETERED SERVICE RATES

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

Rate Code	Watts	kW.h/Mo.	$/Mo.	Other
b) Operating and Maintenance Only				
221	250	100	13.58	
222	70	32	6.21	
223	100	45	7.63	
224	150	65	9.79	
c) Operating Only				
321	250	100	10.82	
322	70	32	3.45	
323	100	45	4.87	
324	150	65	7.03	
326	400	150	16.21	
327	500	183	19.81	

(7) **METALLIC ADDITIVE**

a) Operating, Maintenance and Capital (Full Charge)				
140	400	150	26.92	
141	1000	360	55.22	
142	250	100	25.65	
143	150	67	22.06	
144	100	50	20.23	
b) Operating Only				
341	1000	360	38.92	
342	400	150	16.21	
343	250	100	10.82	
344	175	75	8.11	
345	150	67	7.23	
346	100	50	5.40	

NOVA SCOTIA POWER INCORPORATED

UNMETERED SERVICE RATES

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

Rate Code	$/Mo.	Other
530	$0.27	Non – Continuous
531	$0.44	Continuous

NOVA SCOTIA POWER INCORPORATED

UNMETERED SERVICE RATES

(B) MISCELLANEOUS LIGHTING

DEMAND CHARGE

$8.43 per month per kilowatt of connected load.

ENERGY CHARGE

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

6.34 cents per kilowatt hour for all additional kilowatt hours.

MAXIMUM PER KW.H CHARGE/MINIMUM BILL

The maximum charge per kW.h will be that for a billing load factor of 10% except that the minimum monthly bill for the electric power and energy portion of the Miscellaneous Lighting Rate shall be $12.65 per month if such unmetered service is billed separately from any metered account.

CAPITAL CHARGE: (if applicable)

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

MAINTENANCE CHARGE: (if applicable)

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

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

AVAILABILITY:

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

NOVA SCOTIA POWER INCORPORATED

UNMETERED SERVICE RATES

(C) MISCELLANEOUS SMALL LOADS

DEMAND CHARGE

$8.43 per month per kilowatt of connected load.

ENERGY CHARGE

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

6.34 cents per kilowatt hour for all additional kilowatt hours.

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

MAXIMUM PER KW.H CHARGE/MINIMUM BILL

The maximum charge per kW.h will be that for a billing load factor of 10% except that the minimum monthly bill shall be $12.65 per month if such unmetered service is billed separately from any metered account.

AVAILABILITY:

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

SCHEDULE "B"

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1.1 INTERPRETATION AND DEFINITIONS

Interpretation	In these regulations unless the context requires otherwise: Words importing male persons include female persons and corporations. Words importing the singular include the plural and vice versa. Marginal notes and appended citations form no part of these regulations and are deemed to have been inserted for convenience of reference only.
	In these regulations unless the context requires otherwise:
"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;
"Demand"	"demand" means the maximum kW/kV.A recorded over a specified time period;
"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;
"Load"	"load means power and energy with the power measured in kW/kV.A and the energy in kW.h;
"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;

1.1 INTERPRETATION AND DEFINITIONS

"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;
"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;

1.1 INTERPRETATION AND DEFINITIONS

"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;
"Premises"	"premises" means, as the context requires, either (a) a complete building such as an office building, factory or house; or (b) a part of a building such as a suite of offices in an office building or an apartment in an apartment building, and in such cases the part of the building occupied must be contiguous and include no space not controlled by the customer; or (c) a group of buildings served by one electric service and at its discretion accepted by 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;

1.1 INTERPRETATION AND DEFINITIONS

"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;
"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.

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 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 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.

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.

Elapsed Time	Percent Customer Contribution
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 fort 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 efficiently enables electricity consumers with small, privately-owned generators to offset part or all of their own electrical requirements by utilizing their own generation. Excess self-generation, over own-consumption needs, is credited against purchased energy for billing purposes over a limited period of time. Customers taking this service will be referred to as "customer-generators".

3.6.2 Availability

a) Net Metering Service is available to all NSPI customers who are served from NSPI's Distribution system (ie: 24,940 volts or less), who are billed under one of NSPI's metered service rates, and who install a qualifying generator of less than 100kW. Net Metering is not applicable for Unmetered services.

b) The customer must utilize qualifying generating equipment of up to 100 kW capacity, which meets the requirements as stipulated in the Special Conditions section of this regulation.

c) The customer must provide a written request to take the net metering service.

d) The service is available on a first-come, first-serve basis. The total rated generation of all subscribed customers is limited to 0.5% of NSPI's historical annual peak demand.

3.6.3 Applicability

The service is applicable to any accounts which are located on the same parcel of land as the generator, and which are owned by the same single customer.

3.6.4 Billing

a) Customer-generators will be billed under the otherwise-applicable metered tariff schedules.

3.6 NET METERING SERVICE

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 be returned to the customer-generator in the form of an energy credit and will carry over until the customer's anniversary date at which time the credit will be set to zero without compensation to the customer-generator. The customer-generator will set a permanent anniversary date at the time of subscription to the net metering service. No changes to the anniversary date will be permitted once set. If service is discontinued bank credits are forfeited.

e) In no case will any energy credit balance on a customer-generator's account have any cash value or be convertible to cash.

f) Should a customer-generator own and operate more than one facility (billed under more than one electric account) located on the same parcel of land as the generator, the customer will nominate the fraction of excess generation to be apportioned to each account for billing purposes. Such nomination 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 self-generation sold to the grid by discrete time-of–use periods for billing purposes.

3.6 NET METERING SERVICE

h) NSPI will be the sole beneficiary of any emission credits or allowances arising from the use of renewable energy sources to generate power in connection with a net metering installation.

3.6.5 Metering

a) Net energy metering shall ordinarily 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.

b) 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.

3.6.6 Special Conditions

a) Special conditions in this regulation do not supersede, modify or nullify special conditions accompanying the otherwise-applicable metered tariff schedules.

b) Qualifying generating equipment must meet the following requirements:

i) Utilizes a renewable source of energy: wind, solar, small hydro, fuel cell, geothermal, biomass, tidal or other as approved by NSPI.
ii) Has a manufacturer's nameplate rating of not more than 100 Kilowatts, which NSPI has the right to verify through inspection or testing.
iii) Is owned by the customer and is located on the same parcel of land as the customer's premises for which NSPI is providing electric services.
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.

3.6 NET METERING SERVICE

vi) The customer-generator is responsible for all costs associated with its facility.

c) To receive the net metering service the customer must submit an Application and execute the "Net Metering Interconnection Agreement" with NSPI.

d) The generating facility and all wiring, equipment and devices forming part of it, shall conform to NSPI's "Interconnection Guideline".

e) If customer-generator voluntarily terminates the net metering service, the service may not be renewed for a period of 12 months from the date of termination.

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.

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) BUDGET PLAN

A customer may make application to the Company, at any time during the year, for the Budget Plan which has a twelve-month budget period. Customers will have individual anniversary dates based on their entrance on the Plan.

A Budget Plan customer shall be billed monthly. This monthly billing shall be based upon the average monthly kilowatt hour usage of the customer at the premises to which the application relates for the preceding budget period. If the customer does not have the required budget 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 the budget period of electric service, the Company shall render a bill which shall show the new budget payment amount for the next twelve months and show the amount owing based on the meter readings less the amounts paid. The new budget payment amount will be increased or decreased by an amount sufficient to eliminate the difference between amount owing based on the meter readings less the amounts paid. 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 Budget Plan or remove an existing customer from the Plan if the customer has an unsatisfactory credit history.

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

A customer may request billing under the Group Billing Plan at any time.

5.3 ALTERNATIVE BILLING PLANS

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; or in person at any Chartered Bank, most Credit Unions, authorized payment agents and designated Company offices.

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.

AUTOMATIC PAYMENT PLAN (PAY SMART)

A customer may make application to the Company at any time to be placed on the Automatic Payment Plan. This plan is available to customers with no outstanding balance. 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.

5.4 PAYMENT OF ACCOUNTS AND INTEREST CHARGES

MONTHLY BILLS INCLUDING RESIDENTIAL BUDGET PLAN - 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 "in position" test on the meter 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 giving twelve (12) days notice of disconnection, as aforesaid, disconnect the customer's active electric service.

6.1 DISCONNECTION OF 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.

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.

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. 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).

(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.

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.

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.

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.

6.6 DEPOSITS

(g) The customer has filed for bankruptcy and has chosen to claim his electric service account in the bankruptcy.

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.	$22.00 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.	$22.00 standard charge plus $59.00 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.	$22.00 standard charge plus $59.00 charge for additional costs.
(d)	Connection or reconnection of electric service to any premises serviced by temporary service in accordance with these Regulations.	$22.00 standard charge plus all other costs incurred by the Company in connecting or reconnecting service
(e)	Collection Charge: • With Disconnection Notice • With Registered Mail Notification	$16.00 standard charge $8.00 standard charge
(f)	Disconnection-Seasonal Electric Service	$25.00 standard charge
(g)	Returned Cheque Charge	$18.00

7.1 SCHEDULE OF CHARGES

(h)	Interest on Overdue Accounts	1.5% per month or part thereof, or a maximum of 19.56% per annum
(i)	Interest on Deposits	Interest Rate based on Royal Bank prime rate minus 1%; set January 1st of each year
(j)	Dispute Test Fee re satisfactory meter	$29.00
(k)	Standard Contribution for three-phase service 15 kW and under	$952.00
(l)	Charge for installation of Recording Equipment	
	• 240 volt single phase voltage recorder	$25.00
	• all other recording equipment	Actual Costs incurred by the Company
(m)	Service Charge for any miscellaneous requests.	Actual Costs incurred by the Company
(n)	All pole attachments for telecommunication common carriers, or broadcasters, exclusive of those under joint use agreements.	$14.15 per pole per year
(o)	Access to NSPI Mobile Radio Network	Monthly Charge
	- Basic Dispatch Service	$26.00
	- Individual/Group Call Feature	$21.00
	- Networking Features	$11.00
	- Interconnect Facility (PSTN) Access	$41.00

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	$ 89.00
Greater than 1,000 amps	$ 89.00

e) **Primary Services**

The fees for the inspection of a primary service (padmount, vault, etc.) shall be per installation. $113.00

f) **Letter of Acceptance**

The fees for a Letter of Acceptance shall be..... $ 29.00

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	$ 53.00
$ 2,001 to $ 4,000	2	$ 107.00
$ 4,001 to $ 6,000	2	$ 179.00
$ 6,001 to $ 8,000	2	$ 225.00
$ 8,001 to $ 10,000	2	$ 273.00
$ 10,001 to $ 15,000	3	$ 357.00
$ 15,001 to $ 25,000	3	$ 453.00
$ 25,001 to $ 50,000	3	$ 655.00
$ 50,001 to $ 100,000	3	$ 1,011.00
$100,001 to $ 300,000	4	$1,546.00
$300,001 to $ 500,000	5	$2,022.00
$500,001 to $750,000	6	$2,617.00
$750,001 to $1,000,000	8	$3,092.00
+ $1,000,000	10	$3,569.00
		+ 0.15% of cost in excess of $1,000,000

New Installations are subject to the following minimum inspection fees:

RESIDENTIAL-ALL INSTALLATIONS	$107.00
COMMERCIAL/INDUSTRIAL INSTITUTIONAL	
Up to 100 AMPS	$107.00
Over 100 to 400 AMPS	$273.00
Over 400 to 800 AMPS	$357.00
Over 800 to 1000 AMPS	$453.00
Over 1000 AMPS	$655.00

7.2 SCHEDULE OF WIRING INSPECTION FEES

g) **Hourly Rate Inspections**

Note: All fees are per inspection visit.

Normal Working Hours:

i)	For the first hour or fraction thereof	$ 52.00
ii)	For each additional half-hour or fraction thereof.....	$ 22.00

Outside Normal Working Hours:

Extension of a regular work day (before or after)

i)	For the first hour or fraction thereof.....	$ 70.00
ii)	For each additional half-hour or fraction thereof.....	$ 30.00

Weekends and Statutory Holidays:

Scheduled inspections on weekends (Saturday, Sunday) and statutory holidays:

i)	For the first hour or fraction thereof.....	$116.00
ii)	For each additional half-hour or fraction thereof.....	$ 42.00

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	BI-MONTHLY	MONTHLY
1.0	**Recovery of Capital Cost of Meter Equipment**			
	Single or Three Phase	301.00	11.15	5.47
2.0	**Recovery of Installation Charges**			
	Single Phase Service Self-Contained	56.00		
	Single Phase Service, Transformer Rated and Three Phase Service	224.00		
3.0	**Load Research Setup**	37.00		

7.3 SCHEDULE OF LOAD RESEARCH MONITORING, REPORTING AND ANALYTICAL CHARGES

4.0	**Analysis and Reporting**	**See Charge per Billing Period**
	Base Package	
	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
5.0	**Specialized Analysis**	
	Hourly Rate	91.00

Schedule "C"

2006 NOVA SCOTIA UTILITY AND REVIEW BOARD P-886

IN THE MATTER OF: *The Public Utilities Act*, R.S.N.S. 1989, c.380 as amended

- and -

IN THE MATTER OF: An Application by Nova Scotia Power Incorporated for Approval of Certain Revisions to its Rates, Charges and Regulations

MINUTES OF SETTLEMENT

WHEREAS the Applicant, Nova Scotia Power Inc. ("NSPI"), the undersigned Intervenors (Avon Valley et al, the Consumer Advocate, the Halifax Regional Municipality, and the Municipal Electric Utilities Co-operative of Nova Scotia), and the staff of the Nova Scotia Utility and Review Board, have reached agreement on the matters in issue in this Application;

AND WHEREAS this Agreement is subject to review and approval by the Nova Scotia Utility and Review Board;

THE UNDERSIGNED PARTIES ("the parties") HEREBY AGREE and respectfully request the Utility and Review Board ("UARB") to approve:

1. NSPI's 2007 test year revenue requirement is set at $1,159.5 million, with new rates effective April 1, 2007.

2. NSPI's 2007 forecasted fuel expense is set at $470 million, with the natural gas margin set at $47 million. In the event NSPI's actual natural gas margin does not achieve a level of $47 million, NSPI may defer for later recovery in rates any difference, down to $39 million, for a maximum deferral of $8 million.

3. The third year of the phase in of depreciation rates is deferred for recovery in the next general rate application.

4. All parties agree in principle that the UARB should adopt a Fuel Adjustment Mechanism ("FAM"). The parties request the UARB to establish a process that commences as soon as possible to establish a FAM. The parties will work constructively on the content or elements of a FAM. A FAM hearing will begin no later than July 15, 2007.

5. NSPI shall file with the UARB and the parties (subject to the usual undertakings regarding confidentiality), on or before October 31, 2007, an updated forecast for fuel and purchased power and other significant projected cost changes for 2008.

Any of the parties may ask the UARB to consider whether there should be a proceeding to adjust rates for 2008.

6. Excess earnings by NSPI, if any, in 2007 and 2008 will be applied to the S21 unamortized balance.

7. NSPI's request for a deferral of first quarter 2007 fuel costs is withdrawn.

8. There are no further changes to NSPI's Application including: rate base and return on rate base, return on equity, OM&G, regulatory amortizations and income taxes.

9. NSPI's request for a true-up for the 2P-RTP is deferred to the December 1 annual review of the ELI 2P-RTP rate.

10. The UARB directive from the 2006 Rate Case regarding the study of NSPI's OM&G is not deemed to be completed by this Agreement.

11. The Revenue to Cost ratio methodology as described by Dr. Stutz at pages 15 and 16 of his December 20, 2006 Evidence will be adopted, except for modifications to incorporate a change to the unmetered rate class, for which the combined C5 weighting factor will be .82 for billing services and call centres.

12. Subject to paragraph 4, above, this agreement does not preclude NSPI or any of the parties from taking any positions in future regulatory proceedings.

AGREED, and signed by legal Counsel or other authorized representative, THIS 21st DAY OF JANUARY, 2007.

Nova Scotia Power Inc.

Per: Rene Gallant

Avon Valley et al

Per: Robert G. Grant, Q.C.

Consumer Advocate

Per: John Merrick, Q.C.

Halifax Regional Municipality

Per: Martin C. Ward, Q.C.

Municipal Electric Utilities Co-operative Of Nova Scotia

Per: Don Regan

UARB Staff

Per: Bruce Outhouse, Q.C.

Any of the parties may ask the UARB to consider whether there should be a proceeding to adjust rates for 2008.

6. Excess earnings by NSPI, if any, in 2007 and 2008 will be applied to the S21 unamortized balance.

7. NSPI's request for a deferral of first quarter 2007 fuel costs is withdrawn.

8. There are no further changes to NSPI's Application including: rate base and return on rate base, return on equity, OM&G, regulatory amortizations and income taxes.

9. NSPI's request for a true-up for the 2P-RTP is deferred to the December 1 annual review of the ELI 2P-RTP rate.

10. The UARB directive from the 2006 Rate Case regarding the study of NSPI's OM&G is not deemed to be completed by this Agreement.

11. The Revenue to Cost ratio methodology as described by Dr. Stutz at pages 15 and 16 of his December 20, 2006 Evidence will be adopted, except for modifications to incorporate a change to the unmetered rate class, for which the combined C3 weighting factor will be .82 for billing services and call centres.

12. Subject to paragraph 4, above, this agreement does not preclude NSPI or any of the parties from taking any positions in future regulatory proceedings.

AGREED, and signed by legal Counsel or other authorized representative, THIS 21st DAY OF JANUARY, 2007,

Nova Scotia Power Inc.

Per: Rene Gallant

Avon Valley et al

Per: Robert G. Grant, Q.C.

Consumer Advocate

Per: John Merrick, Q.C.

Halifax Regional Municipality

Per: Martin C. Ward, Q.C.

Municipal Electric Utilities Co-operative Of Nova Scotia

Per: Don Regan

UARB Staff

Per: Bruce Outhouse, Q.C.

Any of the parties may ask the UARB to consider whether there should be a proceeding to adjust rates for 2008.

6. Excess earnings by NSPI, if any, in 2007 and 2008 will be applied to the S21 unamortized balance.

7. NSPI's request for a deferral of first quarter 2007 fuel costs is withdrawn.

8. There are no further changes to NSPI's Application including: rate base and return on rate base, return on equity, OM&G, regulatory amortizations and income taxes.

9. NSPI's request for a true-up for the 2P-RTP is deferred to the December 1 annual review of the ELI 2P-RTP rate.

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12. Subject to paragraph 4, above, this agreement does not preclude NSPI or any of the parties from taking any positions in future regulatory proceedings.

AGREED, and signed by legal Counsel or other authorized representative, THIS 21st DAY OF JANUARY, 2007,

Nova Scotia Power Inc.

Per: Rene Gallant

Avon Valley et al

Per: Robert G. Grant, Q.C.

Consumer Advocate

Per: John Merrick, Q.C.

Halifax Regional Municipality

Per: Martin C. Ward, Q.C.

Municipal Electric Utilities Co-operative Of Nova Scotia

Per: Don Regan

UARB Staff

Per: Bruce Outhouse, Q.C.

Any of the parties may ask the UARB to consider whether there should be a proceeding to adjust rates for 2008.

6. Excess earnings by NSPI, if any, in 2007 and 2008 will be applied to the S21 unamortized balance.

7. NSPI's request for a deferral of first quarter 2007 fuel costs is withdrawn.

8. There are no further changes to NSPI's Application including: rate base and return on rate base, return on equity, OM&G, regulatory amortizations and income taxes.

9. NSPI's request for a true-up for the 2P-RTP is deferred to the December 1 annual review of the ELI 2P-RTP rate.

10. The UARB directive from the 2006 Rate Case regarding the study of NSPI's OM&G is not deemed to be completed by this Agreement.

11. The Revenue to Cost ratio methodology as described by Dr. Stutz at pages 15 and 16 of his December 20, 2006 Evidence will be adopted, except for modifications to incorporate a change to the unmetered rate class, for which the combined C3 weighting factor will be .82 for billing services and call centres.

12. Subject to paragraph 4, above, this agreement does not preclude NSPI or any of the parties from taking any positions in future regulatory proceedings.

AGREED, and signed by legal Counsel or other authorized representative, THIS 21st DAY OF JANUARY, 2007,

Nova Scotia Power Inc.

Per: Rene Gallant

Avon Valley et al

Per: Robert Grant, Q.C.

Consumer Advocate

Per: John Merrick, Q.C.

Halifax Regional Municipality

Per: Mary Ellen Donovan

Municipal Electric Utilities Co-operative Of Nova Scotia

Per: Don Regan

UARB Staff

Per: Bruce Outhouse, Q.C.

Stora Enso and Bowater (SEB)

Per: George Cooper, Q.C.

Canadian Manufacturers and Exporters (CME)

Per: Robert Patzelt, Q.C.

Any of the parties may ask the UARB to consider whether there should be a proceeding to adjust rates for 2008.

6. Excess earnings by NSPI, if any, in 2007 and 2008 will be applied to the S21 unamortized balance.

7. NSPI's request for a deferral of first quarter 2007 fuel costs is withdrawn.

8. There are no further changes to NSPI's Application including: rate base and return on rate base, return on equity, OM&G, regulatory amortizations and income taxes.

9. NSPI's request for a true-up for the 2P-RTP is deferred to the December 1 annual review of the ELI 2P-RTP rate.

10. The UARB directive from the 2006 Rate Case regarding the study of NSPI's OM&G is not deemed to be completed by this Agreement.

11. The Revenue to Cost ratio methodology as described by Dr. Stutz at pages 15 and 16 of his December 20, 2006 Evidence will be adopted, except for modifications to incorporate a change to the unmetered rate class, for which the combined C3 weighting factor will be .82 for billing services and call centres.

12. Subject to paragraph 4, above, this agreement does not preclude NSPI or any of the parties from taking any positions in future regulatory proceedings.

AGREED, and signed by legal Counsel or other authorized representative, THIS 22nd DAY OF ~~JANUARY~~ February, 2007,

Nova Scotia Power Inc.	**Avon Valley et al**
Per: Rene Gallant	Per: Robert Grant, Q.C.
Consumer Advocate	**Halifax Regional Municipality**
Per: John Merrick, Q.C.	Per: Mary Ellen Donovan
Municipal Electric Utilities Co-operative Of Nova Scotia	**UARB Staff**
Per: Don Regan	Per: Bruce Outhouse, Q.C.
Stora Enso and Bowater (SEB)	**Canadian Manufacturers and Exporters (CME)**
Per: George Cooper, Q.C.	Per: Robert Patzelt, Q.C.