

Open Access Transmission Tariff

ATTACHMENT G1

Transmission RtR Customer Operating Agreement

Applicability

The Transmission RtR Customer Operating Agreement applies to RtR Customers whose facilities are physically connected with the Transmission System.

TRANSMISSION RTR CUSTOMER OPERATING AGREEMENT
Between
NOVA SCOTIA POWER INCORPORATED
And

(Insert Transmission RtR Customer Name)

(Date)

TRANSMISSION RTR CUSTOMER OPERATING AGREEMENT

THIS AGREEMENT MADE THIS _____ day of _____, 20_____.

BETWEEN: NOVA SCOTIA POWER INCORPORATED, a body corporate, with head office at Halifax, Province of Nova Scotia, hereinafter referred to as "NSPI";

- and -

_____, a RtR Customer, whose Transmission RtR Customer Facilities are physically connected with the Transmission System, having its head office in _____, hereinafter referred to as "the Transmission RtR Customer",

Both of which may hereinafter be referred to as "the Parties hereto".

WHEREAS the Transmission RtR Customer is receiving renewable low-impact electricity from a Licensed Retail Supplier (LRS) and such Transmission RtR Customer is the owner and operator of facilities located in _____, the County of _____ in the Province of Nova Scotia (the "Transmission RtR Customer's premises"), and requires a supply of power and energy from the LRS for its operation;

AND WHEREAS NSPI has agreed to deliver and the LRS has agreed to purchase from NSPI, transmission services for the purpose of the LRS' supply of power and energy to the aforesaid Transmission RtR Customer;

AND WHEREAS NSPI is providing to the Transmission RtR Customer, connection of the Transmission RtR Customer Facilities to the Transmission System pursuant to the terms and conditions of this Agreement and the NSPI Regulations, to enable receipt of power and energy from the LRS.

EFFECTIVE: JUNE 10, 2016

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties hereto mutually covenant and agree as follows:

1.0 DEFINITIONS

- A) All capitalized terms utilized in this Agreement shall, unless otherwise defined herein, have the meanings ascribed thereto in NSPI's Open Access Transmission Tariff.
- B) In this Agreement, unless the context otherwise requires, the following definitions shall apply:

Delivery Point

The Delivery Point is the place at which the Transmission RtR Customer Facilities and NSPI Facilities are connected together, specifically _____ as shown on NSPI Substation Diagram No. _____ dated _____ attached hereto and marked Appendix A.

Metering Equipment

The Metering Equipment is the meters and associated equipment approved by Measurement Canada or such other authority as may from time to time be charged with such responsibility, required for measuring the Transmission RtR Customer's load.

Metering Point

The Metering Point is the point at which all power and energy supplied to the Transmission RtR Customer is measured. The Metering Point is at or near the Delivery Point.

NSPI Facilities

NSPI Facilities are the Transmission System and the necessary _____ kV extension thereof constructed to the Delivery Point, together with the Metering Equipment, all of which are provided, owned and maintained by NSPI.

NSPI Regulations

The NSPI Regulations approved by the Board pursuant to the *Public Utilities Act* (Nova Scotia) as such regulations may be amended from time to time with the approval of the Board.

Rental Facilities

The Rental Facilities are those facilities provided, owned and maintained by NSPI for which the Transmission RtR Customer pays a Rental Charge.

Without limiting the generality of the foregoing, these facilities include:

Transmission RtR Customer Facilities

The Transmission RtR Customer Facilities are the facilities beyond the Delivery Point, which are provided, owned and maintained by the Transmission RtR Customer and, in addition, shall be deemed to also include any Rental Facilities.

Without limiting the generality of the foregoing, these facilities include:

2.0 CHARACTERISTICS OF SUPPLY

2.1 Characteristics of Supply

Subject to Article 3.1 hereof the power and energy supplied to the Transmission RtR Customer at the Delivery Point shall be three-phase alternating current at the nominal frequency of 60-hertz and at a nominal voltage of _____ volts between phases.

2.2 Metering

Metering shall be in accordance with NSPI's "Metering Standards" and Section 4 "Metering" of the NSPI Regulations.

NSPI shall provide, own and maintain the Metering Equipment. If requested by NSPI, the Transmission RtR Customer shall provide at the Transmission RtR Customer's expense, adequate space and facilities on the Transmission RtR Customer's premises satisfactory to NSPI for the installation and maintenance of the Metering Equipment.

NSPI may modify or replace the Metering Equipment from time to time.

3.0 GENERAL OBLIGATIONS OF THE CUSTOMER

3.1 Transmission RtR Customer's Equipment

The Transmission RtR Customer shall be responsible for installing and maintaining protective equipment to protect the Transmission RtR Customer Facilities from variations in frequency and voltage or from temporary delivery of other than three-phase power.

The Transmission RtR Customer agrees that all motors, transformers and other equipment utilized in its installation shall conform with Canadian Standards Association requirements, and shall be wired, connected and operated so as not to produce detrimental

effects on NSPI Facilities which could adversely affect the adequacy of service to the Transmission RtR Customer and other customers.

3.2 Electrical Harmonics

Electrical harmonics shall be considered as components of current or voltage whose frequency is some multiple of the 60-hertz fundamental frequency. The Transmission RtR Customer shall assume the responsibility of direct loss by reason of damages to NSPI Facilities caused by electrical harmonics produced in the Transmission RtR Customer Facilities provided that such liability shall be restricted to the repair or, if necessary, the replacement or modification of such NSPI Facilities which have been damaged or made necessary by reason of electrical harmonics produced in the Transmission RtR Customer Facilities. The Transmission RtR Customer agrees to take all reasonable steps to limit the effects of any electrical harmonics that may be produced in the Transmission RtR Customer Facilities to a level tolerable to NSPI. NSPI shall cooperate with the Transmission RtR Customer in the investigation of any harmonic problems and the analysis of corrective measures. NSPI reserves the right to discontinue the supply of power and energy where in its opinion the reliability of NSPI Facilities is threatened by the presence of electrical harmonics.

3.3 Load Balance

The Transmission RtR Customer agrees to take and use the three-phase current supplied through the NSPI Transmission System in such manner that in no case shall the difference between any two phases be greater than 5%. The Transmission RtR Customer, upon written instructions from NSPI, shall so adjust its load as to comply with this requirement.

3.4 Right-of-Way

The Transmission RtR Customer agrees to provide and arrange for the necessary right-of-way on the Transmission RtR Customer's premises for the appropriate NSPI Facilities and Rental Facilities free of cost to NSPI during the continuance of this Agreement, renewal or renewals thereof, and for six months thereafter, so that NSPI, its subcontractors, their respective employees and agents may enter upon the same and build, install and erect, construct, operate, repair and remove any or all of the appropriate NSPI Facilities or Rental Facilities, all of which shall not unduly interfere with the Transmission RtR Customer's operations and which in the opinion of NSPI are necessary for the continuance of connection to the NSPI Transmission System under this Agreement. Any changes, which the Transmission RtR Customer may request NSPI to make in the location of NSPI Facilities or Rental Facilities, shall be made at the expense of the Transmission RtR Customer.

3.5 Right of Access

One or more representatives of NSPI appointed for this purpose may, at any reasonable time during the continuance of this Agreement, have access to the Transmission RtR Customer's premises for the purposes of but not limited to meter reading, inspection, operation, testing, adjustment, repair, alteration, reconstruction, and removal of NSPI Facilities, or for the purpose of inspecting the Transmission RtR Customer Facilities and taking records there from as required for compliance with this Agreement.

3.6 Preparation for the Connection of the RtR Customer Facilities

The Transmission RtR Customer agrees to prepare for the connection of the Transmission RtR Customer Facilities with the Transmission System hereunder and to supply, erect and maintain at its own risk, cost and charge, all transformers, switchgear, protective equipment, as well as poles, wires, hardware, cables, fittings, insulators and materials used in distribution on the Transmission RtR Customer's premises beyond the Delivery Point.

In addition to the foregoing, the Transmission RtR Customer agrees to provide, own and

maintain beyond the Delivery Point any equipment that NSPI deems necessary from time to time during the continuance of this Agreement for the safety and security of operation of NSPI Facilities in accordance with Good Utility Practice. All the said equipment of the Transmission RtR Customer shall be subject to the approval of NSPI and shall be installed, maintained and operated in a manner satisfactory to NSPI.

3.7 Transmission RtR Customer's Responsibility for NSPI Facilities on its Premises

All NSPI Facilities and Rental Facilities furnished and installed on the Transmission RtR Customer's premises shall remain the property of NSPI and should such NSPI Facilities or Rental Facilities be destroyed or damaged from any cause due to the Transmission RtR Customer, or from any peril originating on the Transmission RtR Customer's premises, the Transmission RtR Customer shall reimburse NSPI for the full cost of repair or replacement.

3.8 Insulation Contamination

Contaminants shall be considered as foreign matter or substance deposited on insulation components which reduce the value and effectiveness of the insulation and may consist of dust, particles or chemicals either dry or in solution.

The Transmission RtR Customer shall be responsible for the correction of contamination problems occurring on the Transmission RtR Customer Facilities. If contaminants caused by activities on the Transmission RtR Customer's premises accumulate on NSPI Facilities, which, in the opinion of NSPI affect the insulating characteristics, the Transmission RtR Customer shall bear the cost of removal of contamination or replacement of insulation components as deemed necessary by NSPI. Interruptions of service occasioned to correct contamination problems shall be, where possible, arranged at a time mutually agreeable to the Transmission RtR Customer and NSPI. Notwithstanding the above NSPI reserves the right to discontinue the supply of power and energy at its discretion where the reliability of its system is threatened by the presence of contaminants on insulation components.

4.0 GENERAL RIGHTS AND OBLIGATIONS OF NSPI

4.1 Applicability of NS Power Regulations to the Transmission RtR Customer

The NSPI Regulations apply to a Transmission RtR Customer.

4.2 Interruption of Connection to Transmission System

NSPI shall have the right to interrupt connection of the Transmission RtR Customer Facilities to the Transmission System for the purpose of safeguarding life or property, for making repairs, changes, renewals, improvements or replacements to NSPI Facilities or Rental Facilities but all such interruptions shall be of a minimum duration consistent with the exigencies of the case, provided, however, any such interruptions shall not release the Transmission RtR Customer from its obligation to pay all charges pursuant to this Agreement during the period of any such suspensions and to resume the use of power and energy when the connection to the Transmission System is restored.

5.0 ENVIRONMENTAL CONTAMINATION

5.1 Environmental Contamination

The Transmission RtR Customer shall comply with all environmental laws and regulations with respect to Transmission RtR Customer Facilities.

The Transmission RtR Customer shall indemnify and save harmless NSPI from all loss, expense, damage or injury to persons or property inclusive of NSPI property arising as a result of environmental damage, contamination and/or injury due to or caused by the Transmission RtR Customer.

NSPI shall comply with all environmental laws and regulations with respect to NSPI Facilities.

NSPI shall indemnify and save harmless the Transmission RtR Customer from all loss, expense, damage or injury to persons or property inclusive of Transmission RtR Customer property arising as a result of environmental damage, contamination and/or injury due to or caused by NSPI.

Both parties agree to immediately notify the other of any environmental incident that occurs relative to the terms of this Agreement.

6.0 FORCE MAJEURE

6.1 Force Majeure

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

7.0 INDEMNITY

7.1 Indemnity by the Transmission RtR Customer

The Transmission RtR Customer shall indemnify and save harmless NSPI from all loss, damage or injury to persons or property sustained by any third person or persons, including employees of NSPI and the Transmission RtR Customer, arising from the operation and maintenance of the Transmission RtR Customer Facilities, unless such loss, damage or injury results from negligence or willful misconduct of NSPI, its agents, servants or

employees, provided that the Transmission RtR Customer shall be given prompt notice of any such claim and shall have the exclusive right to defend and settle any such claim with the full cooperation of NSPI in such defense.

7.2 Indemnity by NSPI

NSPI shall indemnify and save harmless the Transmission RtR Customer from all loss, damage or injury to persons or property sustained by any third person, or persons, including employees of the Transmission RtR Customer and NSPI, arising from the operation and maintenance of NSPI Facilities, unless such loss, damage or injury results from negligence or willful misconduct of the Transmission RtR Customer, its agents, servants or employees, provided that NSPI shall be given prompt notice of any such claim and shall have the exclusive right to defend and settle any such claim with the full cooperation of the Transmission RtR Customer in such defense.

7.3 Limitation of Liability

Notwithstanding any other provision in this contract, NSPI shall not be liable to the Transmission RtR Customer for special or consequential damages, or damages for loss of use, arising directly or indirectly from any breach of this contract, fundamental or otherwise, and in particular but not limited to interruption of supply or from any acts or omissions of its employees.

8.0 TERM OF AGREEMENT

8.1 Term of Agreement

The Initial Term of this Agreement shall commence on the day and year first above written and continue in force for a period of five years. This Agreement shall terminate on the expiration of the Initial Term provided one of the Parties hereto has given at least 12 months written notice to the other Party. Should neither of the Parties hereto give notice to terminate this Agreement at the expiration of the Initial Term, this Agreement shall

continue in full force and effect provided however that it may be terminated at any time after the expiration of the Initial Term by either Party having first given at least 12 months written notice of termination to the other Party. Notwithstanding the above, in the event the Transmission RtR Customer ceases to be a Transmission RtR Customer, this Agreement shall automatically terminate.

9.0. FORMER AGREEMENTS

9.1 Former Agreements

This Agreement and all attached schedules constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof, being the connection of the Transmission RtR Customer Facilities to the Transmission System, and supercedes all prior and contemporaneous agreements, understandings, negotiations and discussions whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

10.0 HEIRS AND SUCCESSORS OF PARTIES

10.1 Heirs, Successors and Assigns

This Agreement shall extend to and be binding upon and endure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The obligations under and the benefit of this Agreement shall not be assignable by either party without the consent in writing of the other party. Such consent shall not be unreasonably withheld.

11.0 MODE OF DELIVERY

11.1 Mode of Delivery

Except as provided by this Agreement or otherwise agreed from time to time, any notice or other communication which is required by this Agreement to be given in writing, shall be sufficiently given if delivered personally to a senior official of the Party for whom it is intended or faxed or e-mailed or sent by registered mail, addressed as follows:

- (a) In the case of the Company, to:

Attention:

- (b) In the case of NSPI, to:

Nova Scotia Power Incorporated

P.O. Box 910

Halifax, NS B3J 2W5

Attention: Secretary and General Counsel

or delivered to such other person or faxed or e-mailed or sent by registered mail to such other address as either Party may designate for itself by notice given in accordance with this Section.

Any notice or other communication so mailed shall be deemed to have been received on the fifth business day following the day of mailing or if faxed or e-mailed shall be deemed to have been received on the same business day as the date of the fax or e-mail or if delivered personally shall be deemed to have been received on the date of delivery.

12.0 AMENDMENT

12.1 Amendment

If at any time during the continuance of this Agreement the parties shall deem it necessary or expedient to make any alteration or addition to this Agreement it shall be done by way of a written agreement which shall be supplemental and form part of this Agreement.

13.0 SEVERANCE

13.1 Severance

It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

14.0 GOVERNING LAW

14.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Nova Scotia and any applicable Federal laws.

15.0 PARAMOUNTCY

15.1 Paramountcy

In the event of any inconsistency between the terms of this Agreement and the NS Power Regulations, the NS Power Regulations shall prevail to the extent of the inconsistency.

16.0 SURVIVAL

16.1 Survival

EFFECTIVE: JUNE 10, 2016

This Agreement shall continue in effect after termination to the extent necessary to provide for including billings and payments pursuant to this Agreement; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this Agreement or other applicable Agreements, to disconnect, remove or salvage its own facilities and equipment.

IN WITNESS WHEREOF the Parties hereto have caused their corporate seals to be hereto affixed and these presents to be executed by their duly authorized officers respectively.

NOVA SCOTIA POWER INCORPORATED TRANSMISSION RTR CUSTOMER

Date: _____

Date: _____