

1 **Q. Newfoundland Power's Proposed Schedule of Rates, Rules and Regulations is**
2 **appended as Schedule "A" to Newfoundland Power's Application. At Regulation**
3 **3(a) there is a reference to a Proposed Electrical Service Contract. Has**
4 **Newfoundland Power developed this Electrical Service Contract and, if so, is it**
5 **available for disclosure?**
6

7 A. Regulation 3(a) of Newfoundland Power's Schedule of Rates, Rules and Regulations is
8 part of the Company's existing Schedule of Rates, Rules and Regulations and refers to
9 the contract for new electrical service which is not proposed to be changed as part of this
10 application.
11

12 The proposed changes to the Company's Schedule of Rates, Rules and Regulations are
13 provided in Exhibit 3 of the pre-filed evidence with changes highlighted by yellow
14 shading.
15

16 The approval of an application for Net Metering Service will be subject to the applicant
17 entering into a Net Metering Interconnection Agreement with the Company as described
18 on page 33 of Schedule "A". A draft version of the Net Metering Interconnection
19 Agreement is included as Attachment A.

Net Metering Interconnection Agreement

NET METERING INTERCONNECTION AGREEMENT

BETWEEN:

(hereinafter referred to as the “Customer”)

AND:

Newfoundland Power Inc., a body corporate,
organized and existing under the laws of the
Province of Newfoundland and Labrador.

(hereinafter referred to as “Newfoundland Power”)

WHEREAS:

- A. Net metering service is available to customers of Newfoundland Power with renewable generation having a capacity not exceeding 100kW.
- B. The Customer has applied for net metering service pursuant to Newfoundland Power’s Schedule of Rates, Rules and Regulations as approved by the Board of Commissioners of Public Utilities.
- C. Newfoundland Power’s Schedule of Rates, Rules and Regulations provides that the approval of an application for net metering service will be subject to the applicant entering into a Net Metering Interconnection Agreement with Newfoundland Power.
- D. The parties agree that net metering service will be provided in accordance with the terms and conditions contained herein.

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

1. Definitions

In this Agreement the following terms have the following meanings:

- 1.1. “Board” means the Board of Commissioners of Public Utilities.
- 1.2. “Customer Facility” means the Customer's generating plant and equipment, including but not limited to the generator, inverter, storage devices, and Interconnection Equipment located on the customer side of the Point of Delivery.
- 1.3. “Distribution System” means Newfoundland Power’s facilities that operate at a nominal voltage of 25,000 volts or less, and which are used to distribute electric power between substations and customer loads.
- 1.4. “Interconnection” means the electrical connection of a generator in parallel with the Distribution System as defined herein.
- 1.5. “Interconnection Equipment” means all equipment and functions used to interconnect a Customer Facility to the Distribution System.
- 1.6. “Interconnection Requirements” means Newfoundland Power’s technical requirements that are required to be met by a Customer to establish an Interconnection with the Distribution System in connection with the provision of Net Metering Service. The Interconnection Requirements, as may be revised from time to time, are posted on Newfoundland Power’s website at www.newfoundlandpower.com.
- 1.7. “Point of Delivery” means the point of connection between the Distribution System and the Customer Facility.
- 1.8. “Regulations” refers to Newfoundland Power’s Schedule of Rates, Rules and Regulations as approved from time to time by the Board.
- 1.9. “Worker Protection Code” refers to Newfoundland Power’s systematic and coordinated approach to work planning which is utilized to enhance personal safety and the protection against damage of the Distribution System and ancillary equipment.

2. Applicability

- 2.1. This Agreement is applicable only to customers who qualify for Net Metering Service under the Net Metering Service Option in the Regulations and whose Customer Facility meets the eligibility requirements set forth in the Regulations.

3. Customer Facility Interconnection Requirements

- 3.1. Customer shall design, install, operate and maintain the Customer Facility, and all ancillary facilities on the Customer side of the Point of Delivery in accordance with all

governmental laws and regulations from time to time applicable, and in compliance with the Interconnection Requirements. Customer shall obtain and maintain any required governmental authorizations and/or permits required for the installation and operation of the Customer Facility.

- 3.2. The Customer Facility shall meet all applicable safety and performance standards, including those set out in the Interconnection Requirements. Newfoundland Power, acting reasonably, may from time to time prescribe additional requirements that, in its judgment, are required for the safety of its system.
- 3.3. Customer shall not commence parallel operation of the Customer Facility until written approval has been provided to it by Newfoundland Power. Written approval will normally be provided by Newfoundland Power following Newfoundland Power's receipt of a copy of the final inspection report or approval issued by the governmental authority having jurisdiction to inspect and approve the installation. Where Customer has been notified that inspection and acceptance by Newfoundland Power will also be required before the Customer Facility will be accepted for parallel operation, Newfoundland Power's approval will normally be provided following the date of inspection and acceptance.
- 3.4. Newfoundland Power may require Customer to supply additional information and/or provide access to the Customer Facility to carry out additional inspections, as set forth in Newfoundland Power's Interconnection Requirements.

4. Operating Requirements

- 4.1. Customer shall at all times operate the Customer Facility in accordance with applicable governmental standards and requirements, and any manufacturer's instructions, and shall also comply with the Interconnection Requirements. Customer agrees to promptly notify Newfoundland Power of any malfunction or breakdown of the Customer Facility that could constitute a safety hazard or that could reasonably be expected to cause disturbance or damage to Newfoundland Power's system.
- 4.2. Customer shall not operate the Generation Facility so as to generate electricity at a rate greater than 110% of the Nameplate Rating of the Customer Facility, and shall not add to or modify the Customer Facility without the prior written consent of Newfoundland Power.

5. Newfoundland Power's Obligations

- 5.1. Newfoundland Power will act with reasonable promptness to perform any inspections and/or give any approvals that it is authorized or required to give under

this Agreement, and will not unreasonably withhold or delay the giving of its consent in any case where its consent is required.

- 5.2. Subject to the provisions of the Net Metering Program and any applicable Rate Schedule(s) under which Customer is from time to time receiving electric service from Newfoundland Power, the provisions of Newfoundland Power's Schedule of Rates, Rules and Regulations, and the terms and conditions of this Agreement, Newfoundland Power will supply electricity to, and accept delivery of electricity from, Customer at the Point of Delivery.

6. Newfoundland Power's Rights

- 6.1. Newfoundland Power shall have the right to require Customer to interrupt (including, if so specified by Newfoundland Power, by means of physical disconnection or lock-out,) or reduce the output of its Customer Facility whenever:

- a) Newfoundland Power deems such action necessary, in its sole judgment, to permit Newfoundland Power to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
- b) Newfoundland Power determines in its sole judgment, that curtailment, interruption, or reduction of Customer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, safety hazards, possible damage to or disturbance of its electric system, or compliance with prudent electrical practices.

- 6.2. Notwithstanding section 6.1 or any other provision of this Agreement, in any of the events or circumstances mentioned in section 6.1 Newfoundland Power shall have the right:

- a) to require Customer to immediately disconnect the Customer Facility from Newfoundland Power's system; and
- b) to itself immediately effect the disconnection of the Customer Facility from its system if Customer is apparently not then available, or is available but refuses to act, and such action is deemed necessary by Newfoundland Power.

- 6.3. Whenever feasible, Newfoundland Power will give Customer reasonable advance notice that interruption or reduction in deliveries may be required, or that disconnection of the Customer Facility from Newfoundland Power's system may be required, but the failure of Newfoundland Power to give such notice shall not invalidate any action taken by Newfoundland Power under sections 6.1 or 6.2.

- 6.4. If Newfoundland Power in its discretion deems it necessary to require the customer to interrupt or disconnect its Customer Facility from Newfoundland Power's system, or for Newfoundland Power to itself effect the interruption or disconnection of the Customer Facility from its system, as provided in sections 6.1 or 6.2, or such interruption occurs as a result of suspension or termination of service to the customer in accordance with the provisions of the Net Metering Program, then except to the extent caused by the wilful misconduct or gross negligence of Newfoundland Power, its servants or agents, Newfoundland Power and its servants or agents shall not be liable to the customer for any loss or damage whatsoever resulting from the exercise of such rights by Newfoundland Power.
- 6.5. Newfoundland Power shall have the right to enter Customer's premises at all reasonable hours, without notice to Customer, to inspect Customer's protective devices and read, inspect and/or test meters, or to effect disconnection of the Customer Facility as provided in section 6.2. Nothing in this Agreement shall limit or otherwise affect any rights of entry to Customer's premises Newfoundland Power may have under its Rates and Regulations or any other agreement with Customer.
- 6.6. Newfoundland Power shall also have the right to install the equipment necessary to measure the amount of generation produced by the Customer Facility.

7. Metering, Billing and Tax Matters

- 7.1. Metering requirements and billing procedures shall be in accordance with the Net Metering Service Option, and any other provisions in the Regulations applicable to the Customer.
- 7.2. Customer shall be responsible for determining whether they are required to collect Harmonized Sales Tax (HST) on the energy they supply to Newfoundland Power under the Net Metering Service Option. If they are required to collect HST, Customer shall notify Newfoundland Power in writing of such requirement.

8. Term and Termination

- 8.1. This Agreement shall become effective when signed by Customer and Newfoundland Power, and shall remain in effect indefinitely thereafter, until terminated in accordance with its provisions.
- 8.1. Customer shall have the right to terminate this Agreement by giving 30 days prior written notice of termination to Newfoundland Power.
- 8.2. Newfoundland Power shall have the right to terminate this Agreement by giving 10 days written notice of termination to Customer if Customer is in material default of

any of its obligations under this Agreement and such default is not cured within 30 days after written notice of the default has been given to Customer by Newfoundland Power. The foregoing shall not affect any rights of suspension, interruption or disconnection that Newfoundland Power may otherwise have under the terms of this Agreement or the Regulations.

- 8.3. This Agreement will terminate automatically upon any termination of electric service to Customer in accordance with the Regulations.

9. Dispute Resolution

- 9.1. In the event of a dispute in connection with this Agreement, the Customer and Newfoundland Power shall meet and endeavour to resolve the dispute by negotiation. If resolution is not achieved, the dispute shall be submitted for resolution by written submissions to a single arbitrator chosen by Customer from a list provided by Newfoundland Power. The arbitrator's decision shall be final and binding on the parties.

10. Notifications

- 10.1. All notices to be given to either party under this Agreement shall be in writing and addressed to Newfoundland Power and the Customer as follows:

Newfoundland Power Inc.

55 Kenmount Road
P.O. Box 8910
St. John's, Newfoundland and Labrador A1B 3P6

Attention: Director, Planning and Supply
Telephone: (709) 737-2829
E-mail: lhenders@newfoundlandpower.com

Customer:

Attention:
Telephone:
Email:

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

11. Miscellaneous

- 11.1. This Agreement does not supersede the requirements outlined in any applicable Rates and Regulations as approved by the Board from time to time, or legislation, including but not limited to the *Electrical Power Control Act, 1994*, the *Public Utilities Act*, the Canadian Electrical Code, the *Occupational Health and Safety Act*, and any regulations enacted thereunder from time to time.
- 11.2. The insertion of headings in this Agreement is for convenience only and shall not be construed so as to affect the interpretation or construction of this Agreement.
- 11.3. The recitals and schedules are hereby incorporated into this Agreement.
- 11.4. This Agreement is to be read with all changes in gender and number as required by the context.
- 11.5. This Agreement shall be deemed to have been made in and shall be governed by, construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada, as applicable therein.
- 11.6. No consent or waiver, express or implied, by any party to this Agreement of any breach or default by any other party in the performance of its obligations under this Agreement or of any of the terms, covenants or conditions of this Agreement shall be

deemed or construed to be a consent or waiver of any subsequent or continuing breach or default in such party's performance.

IN WITNESS WHEREOF the Parties have executed this Agreement.

[Customer Name]

By:
Name:
Title:
Date:

Newfoundland Power Inc.

By:
Name:
Title:
Date:

DRAFT