

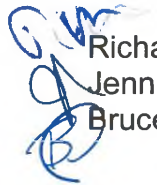
NOVA SCOTIA ENERGY BOARD

IN THE MATTER OF THE PUBLIC UTILITIES ACT

- and -

IN THE MATTER OF AN APPLICATION by NOVA SCOTIA POWER INCORPORATED
for the approval of the Annually Adjusted Rates for 2026

BEFORE:



Richard Melanson, LL.B. Panel Chair
Jennifer L. Nicholson, CPA, CA, Member
Bruce H. Fisher, CPA, Member

ORDER

The Board's decision dated March 9, 2026, approved the 2026 Annually Adjusted Rates (AARs) effective April 1, 2026. The Board retained its jurisdiction to amend the AARs following the outcome of the updated Cost of Service Study in the NS Power General Rate Application (GRA) matter M12451. The Board directed NS Power to update the 2026 AARs to reflect any changes in the Cost-of-Service Study in a compliance filing two weeks following the Board's decision on the 2026-2027 GRA.

On March 25, 2026, the Board issued its decision on the 2026-2027 GRA. On March 27, 2026, NS Power requested an extension to the Compliance Filing deadline, which the Board granted.

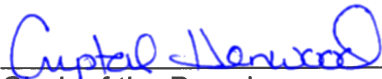
On April 30, 2026, the Board issued its order on the 2026-2027 GRA. NS Power filed its compliance filing with the Board on May 11, 2026, with revisions to seven AARs.

The Board orders the following.

1. NS Power's Annually Adjusted Rates, Schedules B to E and G to I, are amended effective April 1, 2026, for the period April 1, 2026, to December 31, 2026, or until such date as future rates are approved, and are attached as the following Schedules:
 - Schedule B – One Part Transmission Real Time Pricing Tariff;

- Schedule C - One Part Distribution Voltage Real Time Pricing Tariff;
 - Schedule D – Shore Power Tariff;
 - Schedule E – Wholesale Market Back-up/Top-up Service Tariff;
 - Schedule G – Renewable to Retail Energy Balancing Service Tariff;
 - Schedule H – Renewable to Retail Standby Service Tariff;
 - Schedule I – Renewable to Retail Market Transition Tariff; and
2. All other rates approved in the Board's April 1, 2026, order remain in effect and unchanged in accordance with the terms of that order.

DATED at Halifax, Nova Scotia, this 27th day of May 2026.



Clerk of the Board

DEMAND CHARGE

Nil.

ENERGY CHARGE

NSPI's actual hourly marginal energy costs, plus the following fixed cost adders for on-peak and off-peak usage:

On-peak (7:00 am – 11:00 pm, non-holiday weekdays): 5.274 ¢/kWh

Off-peak (11:00 pm – 7:00am, non-holiday weekdays): 0.713 ¢/kWh

Weekend and holiday fixed cost adders are set at the off-peak price during all hours of the day.

These adders shall be developed annually based on budgeted costs and submitted to the Nova Scotia Energy Board for approval.

A credit equal to 32 cents per peak kilovolt-ampere of monthly peak demand will be applied where the transformer is owned by the customer.

AVAILABILITY

- (1) Customers must make a written request to take service under this tariff.
- (2) This tariff is available to customers who are served at transmission voltage of 69 kV or higher and have loads of 2,000 KVA or 1,800 kW, and over.

SPECIAL CONDITIONS

- (1) 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 business day, hourly price forecasts for each hour of the next five days shall be provided to the customer.
 - Major changes to the hourly price forecasts will be provided to the customer as soon as they occur.

The actual price charged for each hour will be final twenty minutes prior to the commencement of that hour.

- (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 cost 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.
- (4) Energy is supplied at the low side of the transformer. Meter readings shall be decreased by 1.1% to adjust for transformer losses if primary metering is used.
- (5) Customers shall take service under this tariff for a minimum of twelve months from the commencement date of taking service under this tariff. The customer may terminate service under this tariff by giving 30 days' notice before the end of the contract term. Service shall automatically renew for successive terms if no notice is given.
- (6) This is a firm service tariff. However, existing customers served under the Interruptible Rider of the Large Industrial Tariff will be eligible to take service under this tariff provided that the customer applies for firm service in their written request as required by Availability Clause 1, but agrees to remain interruptible for up to five years as provided for under Availability Clause 5 of the Large Industrial Tariff Interruptible Rider. Within the five-year window, a customer who has applied for firm service will be permitted to return to the Interruptible Rider without penalty, only if NSPI has not made irrevocable commitments to adding new capacity to meet the customer's request for firm service. Where such commitment has been made, the customer must reimburse NSPI or accept firm service for a period of at least two years.
- (7) 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 at each metering point shall be maintained, or the following adjustment factors (constant) will be applied to the billed consumption.

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

- (8) 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.

- (9) The customer will make all necessary arrangements and bear all costs of ensuring that its load does not unduly deteriorate the integrity of the power supply system, by reason of its design and/or operation. These specific requirements shall be stipulated by way of a written operating agreement.
- (10) 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.

DEMAND CHARGE

Nil.

ENERGY CHARGE

NSPI's actual hourly marginal energy costs, plus the following fixed cost adders for on-peak and off-peak usage:

On-peak (7:00 am – 11:00 pm, non-holiday weekdays): 9.925 ¢/kWh

Off-peak (11:00 pm – 7:00am, non-holiday weekdays): 3.516 ¢/kWh

Weekend and holiday fixed cost adders are set at the off-peak price during all hours of the day.

These adders shall be developed annually based on budgeted costs and submitted to the Nova Scotia Energy Board for approval.

A credit equal to 32 cents per peak kilovolt-ampere of monthly peak demand will be applied where the transformer is owned by the customer.

AVAILABILITY

- (1) Customers must make a written request to take service under this tariff.
- (2) This tariff is available to customers who are served at voltage less than 69 kV and have loads of 2,000 KVA or 1,800 kW, and over.

SPECIAL CONDITIONS

- (1) 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 business day, hourly price forecasts for each hour of the next five days shall be provided to the customer.
 - Major changes to the hourly price forecasts will be provided to the customer as soon as they occur.

The actual price charged for each hour will be final twenty minutes prior to the commencement of that hour.

- (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 cost 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.
- (4) Energy is supplied at the low side of the transformer. Meter readings shall be decreased by 1.1% to adjust for transformer losses if primary metering is used.
- (5) Customers shall take service under this tariff for a minimum of twelve months from the commencement date of taking service under this tariff. The customer may terminate service under this tariff by giving 30 days' notice before the end of the contract term. Service shall automatically renew for successive terms if no notice is given.
- (6) This is a firm service tariff. However, existing customers served under the Interruptible Rider of the Large Industrial Tariff will be eligible to take service under this tariff provided that the customer applies for firm service in their written request as required by Availability Clause 1, but agrees to remain interruptible for up to five years as provided for under Availability Clause 5 of the Large Industrial Tariff Interruptible Rider. Within the five-year window, a customer who has applied for firm service will be permitted to return to the Interruptible Rider without penalty, only if NSPI has not made irrevocable commitments to adding new capacity to meet the customer's request for firm service. Where such commitment has been made, the customer must reimburse NSPI or accept firm service for a period of at least two years.
- (7) 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 at each metering point shall be maintained, or the following adjustment factors (constant) will be applied to the billed consumption.

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

- (8) 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.

- (9) The customer will make all necessary arrangements and bear all costs of ensuring that its load does not unduly deteriorate the integrity of the power supply system, by reason of its design and/or operation. These specific requirements shall be stipulated by way of a written operating agreement.
- (10) 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.

AVAILABILITY

- (1) This tariff is available to port authorities of Nova Scotia for the sole purpose of providing port electricity to cruise ships docked in ports to meet their own consumption needs in displacement of the on-board self-generation. The tariff is applicable to electric energy where the regular demand is 2,000 kVA or 1,800 kW, and over.
- (2) Customers served under this tariff must accept supply interruption. In the event there is 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:
- (i.) Generation Replacement and Load Following (GR&LF) Rate;
 - (ii.) Extra Large Industrial Active Demand Control Tariff and PHP Tariff;
 - (iii.) Shore Power Tariff; and
 - (iv.) Interruptible Rider to the Large Industrial Rate.

unless there are technical reasons to alter this sequence specific to the instance.

- (3) This is a seasonal tariff available from April 1 to November 30.

ENERGY CHARGE

Energy charges will vary by voltage level of the point of delivery and will be made up of two components.

- (1) Annually adjusted fuel cost component which shall be the Company's forecast average annual marginal energy cost as approved for use with the GR&LF tariff and adjusted for line losses at the voltage level of the point of delivery.
- (2) A fixed cost adder adjusted concurrent with changes in base cost rates coming into effect as a result of a General Rate Case application.

Base Energy Charge Components	Transmission Voltage of 69 kV or Higher (cents per kWh)	Distribution Voltage (cents per kWh)
Fuel Cost	6.900	7.062
Fixed Cost Adder	2.507	3.970
Total	9.408	11.031

A credit equal to 32 cents per peak kilovolt-ampere of monthly peak demand will be applied where the transformer is owned by the customer and the customer is served at a transmission voltage level.

SUPPLY INTERRUPTIONS

This is an interruptible service. Before connecting the ship to the shore supply the port authority will request permission from NSPI indicating the expected load and duration for which the power is needed.

The customer will make available suitable contact telephone numbers of a person or persons who are able to disconnect the load within ten minutes. Supply Interruption calls will be made to all customers taking energy under this tariff on an equitable and transparent basis.

This Tariff will be available provided that:

- (1) The customer has provided written notice of its desire to take interruptible service.
- (2) The customer will reduce its available interruptible system load by the amount requested by NSPI within ten (10) minutes of NSPI initiating and sending notice to the customer's dedicated telephone number (as confirmed by the automated dialing system) requiring such reduction. The customer must maintain a dedicated telephone number and dedicated telephone system in working order and must have a designated staff person to answer the dedicated telephone at all times when cruise ships are connected to the utility grid. The failure of the customer to answer the telephone, shall not excuse the customer from its responsibilities under this rate.
- (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 will apply based on the usage of the vessel being served via the Port Authority's equipment following the request to interrupt on the day on which the non-compliance took place.

Penalty for Non-Compliance

All energy served after the 10-minute deadline has expired will be billed at \$5.00 per kWh. In addition a fixed charge of \$2,000.00 will be applied.

The penalty charge is applicable above and beyond the Port Authority's monthly bill.

SPECIAL CONDITIONS

- (1) The Port Authority owns and is responsible for the maintenance and operation of all electrical equipment required for the supply of port electricity to docked ships other than the meters and metering transformers supplied by NSPI. NSPI owns and is responsible for the maintenance of meters and metering transformers installed on the Port Authority premises for the purposes of billing.
- (2) The Port Authority will ensure that trained staff is available to operate on-shore interconnection equipment to facilitate the connection, synchronization, disconnection, and interruption if needed at all times. Such operators must be available to be contacted by NSPI from a minimum of one hour before connection is required to the time that the ship returns to on board power supply.
- (3) The Port Authority will file a two-year schedule of expected vessels showing their peak electrical demand before October 31 in a calendar year preceding the cruise ship season.
- (4) 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.
- (5) The cost 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.
- (6) Energy is supplied at the low side of the transformer. Meter readings shall be decreased by 1.1% to adjust for transformer losses if primary metering is used.
- (7) 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 at each metering point shall be maintained, or the following adjustment factors (constant) will be applied to the billed consumption.

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

- (8) 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.

- (9) The customer will make all necessary arrangements and bear all costs of ensuring that its load does not unduly deteriorate the integrity of the power supply system, by reason of its design and/or operation. These specific requirements shall be stipulated by way of a written operating agreement.
- (10) 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.

CUSTOMER CHARGE

The monthly customer charge under this tariff is calculated according to the following formula:

$$\text{Monthly customer charge} = \frac{\text{forecast annual administration costs}}{\text{forecast number of customers subscribed} * 12}$$

This charge will be \$414.63 per month.

DEMAND CHARGE

The demand charge for this service is made up of the following two components:

- (1) Annually adjusted demand-related purchased power cost, coming into effect as a result of a Base Cost of Fuel, Fuel Adjustment Mechanism, or General Rate Application.
- (2) Demand-related fixed generation cost, coming into effect as a result of a General Rate Application.

Demand Charge Components	\$ per kW of billing demand
Demand-related Purchased Power Cost	\$6.222
Demand-related Fixed Generation Cost	\$5.601
Total	\$11.822

Contract Demand requirement is defined as the firm demand (kW) requested by the wholesale customer (or aggregate customer group) and agreed to be supplied by NSPI. This may constitute all, or a portion of the demand contracted to be served on a primary basis by a third-party supplier.

Billing demand is determined based upon the following formula:

$$\text{Billing demand} = (\text{PR}/(1+\text{PR}) * \min(\text{CD}, \text{CCF} * \text{GC})) + (\text{CD} - \min(\text{CD}, \text{CCF} * \text{GC}))$$

Where:

PR is Planning Reserve (based on NPCC planning criteria, i.e. 20% or as updated)

GC is the third-party supplier's generating capacity

- (a) For non-dispatchable generation, GC = MSC, the Maximum Spill Capacity as defined in Wholesale Market Non-Dispatchable Supplier Spill Tariff.

- (b) For dispatchable generation, GC = the supplier's maximum capacity contracted to provide its wholesale customers' demand.

CD is the customer's Contract Demand

CCF is the capacity contribution factor of the third party supplier's generation to the NSPI system, as determined at the beginning of a billing year by NSPI using information provided in accordance with Special Condition 7 of this tariff and in a manner consistent with NSPI's generation planning studies as amended from time to time.

ENERGY CHARGE

The energy charge is made up of the following two components:

- (1) Annually adjusted energy-related purchased power and fuel cost, coming into effect as a result of a Base Cost of Fuel, Fuel Adjustment Mechanism or General Rate Application.
- (2) Energy-related fixed generation cost, coming into effect as a result of a General Rate Application.

Energy Charge Components	cents per kWh
Energy-related Purchased Power and Fuel Cost	6.974
Energy-related Fixed Generation Cost	2.155
Total	9.129

FUEL ADJUSTMENT MECHANISM (FAM)

The FAM Actual Adjustment (AA) and Balance Adjustment (BA) charges or credits (in cents per kilowatt-hour) applicable to the Tariff for the current rate year, shown in the FAM Tariff, shall apply, in addition to the energy charge.

MINIMUM MONTHLY CHARGE

The minimum monthly charge will be the customer charge plus the demand charge.

AVAILABILITY

The tariff is available to wholesale customers as defined in section 2(d) of the *Electricity Act*, Chapter 25 of the Acts of 2004.

- (d) "wholesale customer" means Nova Scotia Power Incorporated or a municipal utility.

The tariff is applicable to the *scheduled* backup/top-up load of participating customers under the following terms and conditions:

- (1) The wholesale customer has provided written notice of its intent to take service under this tariff, clearly identifying the following:
 - (a) The Municipal utility or utilities for which service is being requested.
 - (b) The year for which service is being requested.
 - (c) The contract demand (kW) required for backup and top-up service.
 - (d) The portion of the customer's annual load contracted to be supplied by third-party suppliers or through self-supply.
 - (e) The names, addresses, contact details and supply arrangements associated with contracted third-party suppliers.

- (2) Backup/top-up service will be subscribed on a minimum 12 month, annual-renewable basis, provided that, if a wholesale customer satisfies the requirement of Special Condition 7(d), the backup/top-up service required with respect to the wholesale customer's procured capacity which satisfies the requirement of Special Condition 7(d) shall be subscribed by the customer on a minimum three-year forward basis.

Applications for service with a CCF value greater than zero in the billing demand calculation of the demand charge must be provided annually to NSPI by January 31st of each year, for service applicable to the subsequent year, which would commence January 1st of that subsequent year. Absent extraordinary circumstances, NSPI shall notify the wholesale customer of its decision by March 31st of each year following an application.

Applications for service with a CCF value of zero in the billing demand calculation of the demand charge must be provided to NSPI by no later than September 1st, for service applicable to the subsequent year, which would commence January 1st of that subsequent year. Absent extraordinary circumstances, NSPI shall notify the wholesale customer of its decision within two months of receipt of such an application.

- (3) Adequate metering equipment, as dictated by the Generation Interconnection Agreement, must be installed to monitor the generation of any third-party generators selected for use by the wholesale customer. The equipment and installation must be approved by the Company and the costs will be the responsibility of the generator.

SPECIAL CONDITIONS

- (1) This tariff is designed for customers supplied and metered at the high side of the transformer at transmission voltage of 69 kV or higher. For customers metered at the low side of the transformer, or at a distribution voltage level, meter readings shall be increased by 1.1% for each transformation between the meter and the transmission voltage.
- (2) The charges under this rate do not reflect transmission service costs. Customers taking service under this tariff must also take service under the Open Access Transmission Tariff (OATT).
- (3) For system reasons, NSPI may, at its discretion, deny an application for service from a customer who has not taken service from NSPI in the year prior to the year requested.
- (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.
- (7) Unless the following can be demonstrated by the wholesale customer to the satisfaction of NSPI, the CCF shall be attributed a value of zero in the billing demand calculation of the demand charge:
 - (a) For a third-party generation resource within Nova Scotia (Internal Resource):
 - (i.) If the Internal Resource is dispatchable, that it can start up and deliver energy contracted to, but unused by, the wholesale customer to NSPI, if directed to do so by the Nova Scotia Power System Operator (NSPSO), in the event of a resource adequacy need;
 - (ii.) If the Internal Resource is non-dispatchable, that it make its full output contracted to, but unused by, the wholesale customer available to deliver energy to NSPI, in the event of a resource adequacy need;
 - (iii.) The Internal Resource will remain available for dispatch, if called upon by the NSPSO, by coordinating with the NSPSO and refraining from taking planned outages during certain critical times of the year, as determined by the NSPSO; and

- (iv.) Any export transactions utilizing energy from the Internal Resource will be recallable by the NSPSO, up to the amount contracted to the wholesale customer, for delivery to the NSPI system in the event of a resource adequacy need.
- (b) For a third-party generation resource outside of Nova Scotia (External Resource):
- (i.) The energy from the External Resource that is contracted to the wholesale customer will be scheduled and delivered to NSPI in the event of a resource adequacy need;
 - (ii.) The capacity from the External Resource that is contracted to the wholesale customer must be associated with one or more specific external resource assets, or be system-backed import capacity supported by the external control area where the capacity will be afforded the same curtailment priority as the external control area's native load, and be available to the NSPSO in the event of a resource adequacy need;
 - (iii.) If the capacity from the External Resource that is contracted to the wholesale customer is associated with one or more specific external resource assets, the wholesale customer must provide:
 - 1. The name and location of each external resource asset;
 - 2. For each asset, generator data including documentation of dependable maximum net capacity and NERC Generating Availability Data System data;
 - 3. Documentation demonstrating proof of contractual control of the capacity all the way to each external resource asset providing the capacity; and
 - 4. Letter of attestation or other documentation from the External Resource owner establishing that the capacity from the External Resource is not being used as capacity in any other balancing area.
 - (iv.) If the capacity from the External Resource will be supported by the external control area, the wholesale customer must provide:
 - 1. Documentation demonstrating that the import capacity will be supported by the external control area and afforded the same curtailment priority as the external control area's native load.
 - 2. Documentation demonstrating that the External Resource has firm transmission from the specific external resource asset or external control area to the NSPI system.
- (c) The Internal Resource or External Resource, as applicable, will perform as needed to meet NSPI's reliability requirements.

- (d) The capacity derived based on the CCF is procured and available to the wholesale customer on a minimum three-year forward basis, unless this requirement is waived by NSPI.
- (8) In the event of a failure by the Internal Resource or External Resource, as applicable, to deliver scheduled energy or capacity following a direction to do so by the NSPSO in accordance with Special Condition 7, above, then the wholesale customer will be required to make payment to NSPI of an amount equal to the costs incurred by NSPI to procure or to self-supply the undelivered energy and/or capacity, as applicable, less the energy charge paid by the wholesale customer to NSPI under this tariff with respect to any such undelivered energy and/or capacity, as applicable. If delivery of an Internal Resource or External Resource, as applicable, is affected by circumstances that are inconsistent with the information and/or documentation provided to NSPI pursuant to Special Condition 7, above, then NSPI and the wholesale customer shall attempt to negotiate an adjustment to the CCF for the Internal Resource or External Resource, as applicable. If NSPI and the wholesale customer are unable to agree on an adjustment to the CCF, the matter may be submitted to the Board by either party on an expedited basis for adjudication.

ENERGY BALANCING SERVICE

The Energy Balancing Service is a supplemental generation service provided to Licenced Retail Suppliers (LRS) in respect of the Licenced Retail Supplier's Renewable to Retail (RtR) Customers utilizing the production from renewable low-impact generators. The service consists of delivery of complementary energy to RtR Customers and reception of surplus generation from qualifying generators. The service is required to be taken in conjunction with Standby Service under the Standby Service Tariff so that the reliability of service to RtR Customers is equivalent to that provided under Bundled Service. For the purposes of this Energy Balancing Service Tariff, hourly LRS load in excess of generation is defined as top-up energy and hourly generation in excess of LRS load is defined as spill energy.

All capitalized terms herein shall, unless otherwise defined herein, have the meanings ascribed thereto in the LRS Terms and Conditions.

AVAILABILITY

This Energy Balancing Service Tariff is applicable to the LRS in order to facilitate the purchase of renewable low-impact electricity by RtR Customers.

This Energy Balancing Service Tariff is provided under the following terms and conditions:

- (1) The LRS must have a valid LRS Participation Agreement executed with NS Power; and
- (2) The LRS must be providing service to RtR Customers.

APPLICABILITY

- (1) An LRS taking service under this Energy Balancing Service Tariff shall also take service under the Open Access Transmission Tariff (OATT), the Standby Service Tariff, and the Renewable to Retail Market Transition Tariff.
- (2) The service under this Energy Balancing Service Tariff is based on metered energy quantities and is independent of the LRS' forecasts. OATT Schedule 4 is not applicable, but the Generation Forecasting Service under Schedule 4A of the OATT is applicable.
- (3) The hourly top-up and spill quantities are determined at the delivery point from the transmission system. The hourly top-up quantity equals the excess in each hour, if positive, of the LRS' aggregate customer load adjusted by the addition of distribution losses over the aggregate renewable low impact electricity supplied by the LRS or its contracted generation adjusted by the deduction of transmission losses. The hourly spill quantity equals the excess in each hour, if positive, of the aggregate renewable low impact electricity supplied by the LRS or its contracted

generation adjusted by the deduction of transmission locational losses, as applicable to the geographic zone in which the generating facility is interconnected, over its aggregate customer load adjusted by the addition of distribution losses. The locational loss values will be published by the NS Power System Operator. The aggregate hourly load quantities are determined in accordance with the applicable provisions in the LRS Terms and Conditions.

- (4) To qualify for this service, the LRS must ensure that the imbalance between low impact renewable generation and energy consumption over the established compliance period conforms to Section 10 of the Board Electricity Retailers Regulations (Nova Scotia) enacted under the Act.
- (5) Maximum Spill Capacity must be approved by NS Power prior to commencement of service and will be limited to a level agreed as being required to provide the contracted annual amount of participating LRS energy. Spill capacity will be reviewed annually and will include the LRS' proposal to mitigate it on a going forward basis. If NS Power is not satisfied with the LRS' proposal, it may impose a limit on hourly production of the LRS' generation portfolio.

ADMINISTRATION CHARGE

The monthly administration charge is applicable to each LRS and is set annually according to the following formula:

$$\text{Monthly charge} = \frac{\text{forecast annual administration costs}}{\text{forecast number of LRS' subscribed} * 12}$$

This charge will be \$414.63 per month.

ENERGY CHARGE

Energy charge for top-up service is made up of the following two components:

- (1) Annually adjusted fuel cost component based on NS Power's incremental cost of serving the LRS' forecasted incremental top-up load.
- (2) Fixed cost adder reflective of fixed cost energy-related generation costs.

Energy Charge Components	cents per kWh
Fuel Cost	6.736
Fixed Cost Adder	2.155
Total	8.891

The charge is applicable to top-up energy consumed in each hour.

ENERGY CREDIT

6.736 cents per kilowatt-hour.

The Energy Credit for spill service is set annually and is applicable to spilled energy in each hour.

MINIMUM MONTHLY CHARGE

The minimum monthly charge will be the administration charge.

SPECIAL CONDITIONS

- (1) NS Power reserves the right to have a separate service agreement, if in the opinion of NS Power issues not specifically set out herein, must be addressed for the ongoing benefit of NS Power and its customers.
- (2) The LRS' RtR Customers and generators will make all necessary arrangements to ensure that their generation and load do 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.
- (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) Nothing contained in this Energy Balancing Service Tariff or any service agreement shall be construed as affecting or in any way limiting the right of NS Power to make application to the Nova Scotia Energy Board for a change in any rates, terms and conditions, charges, classification of service, service agreement, rule or regulation, including, without limitation, the rates, charge or terms and conditions contained in this Energy Balancing Service Tariff, the Standby Service Tariff or the Renewable to Retail Market Transition Tariff.

STANDBY SERVICE TARIFFRenewable to Retail

STANDBY SERVICE

Standby Service is a supplemental generation capacity service provided to Licensed Retail Suppliers (LRS). The service is provided in combination with Energy Balancing Service under the Energy Balancing Service Tariff. The service has two components:

Capacity adequacy service – fulfillment of the LRS' obligation to provide or pay for its share of firm capacity required to meet adequacy standards of the Nova Scotia electricity system arising from forced and unforced generation outages. Energy delivered during generation outages will be billed under the Energy Balancing Service Tariff.

Top-up capacity service – provision of capacity to support energy delivery through the Energy Balancing Service in respect of imbalance between load and generation.

All capitalized terms herein shall, unless otherwise defined herein, have the meanings ascribed thereto in the LRS Terms and Conditions.

AVAILABILITY

This Standby Service Tariff is applicable to the LRS in order to facilitate the purchase of renewable low-impact electricity by Renewable to Retail (RtR) Customers.

This Standby Service Tariff is provided under the following terms and conditions:

- (1) The LRS must have a valid LRS Participation Agreement executed with NS Power; and
- (2) The LRS must be providing service to RtR Customers.

APPLICABILITY

- (1) An LRS taking service under this Standby Service Tariff shall also take service under the Open Access Transmission Tariff (OATT), the Energy Balancing Service Tariff, and the Renewable to Retail Market Transition Tariff.
- (2) The service under this Standby Service Tariff is complementary to the generation ancillary services to the Renewable to Retail market under OATT.
- (3) The aggregate hourly load quantities are determined at the delivery point from the transmission system, inclusive of distribution system losses, in accordance with the provisions of the LRS Terms and Conditions.
- (4) This service is applicable to firm load only.

ADMINISTRATION CHARGE

The monthly administration charge is applicable to each LRS and is set annually according to the following formula:

$$\text{Monthly charge} = \frac{\text{forecast annual administration costs}}{\text{forecast number of LRS' subscribed} * 12}$$

This charge will be \$414.63 per month.

DEMAND CHARGE

\$5.601 per month, per kilowatt (kW) of monthly standby contract demand.

MINIMUM MONTHLY CHARGE

The minimum monthly charge will be the administration charge.

DETERMINATION OF MONTHLY STANDBY CONTRACT DEMAND

Monthly Standby Contract Demand (MSCD) in kW is determined using the following formula:

$$\text{MSCD} = \text{LWPFd} - \min(\text{LWPFd}, (\sum_{iii=1}^{nnm} \text{CCi} * \text{GCi}) / (1 + \text{PR}))$$

Where:

- “LWPFd” is LRS Winter Peak Firm Demand in respect of each billing month calculated as follows:

$$\text{LWPFd} = \sum_{ii=1}^{kk} (\text{CMPFDi} * \text{CMDAFi})$$

Where:

- “k” is the number of otherwise applicable bundled service rate classes to RtR customers of an LRS.
- “CMPFDi” is hourly kW Class Monthly Peak Firm Demand of the LRS firm load in each tariff class at the time of system coincident firm load peak in each month at transmission delivery points (i.e. inclusive of distribution system losses). The CMPFD for the unmetered customer class shall be determined by use of research-based class load profile data.
- “CMDAFi” is the Class Monthly Demand Adjustment Factor applicable to each class as set out below:

Classes	Jan, Feb, Dec	Mar, Apr	May, Jun	Jul, Aug, Sep	Oct, Nov
Domestic	1.00	1.34	2.13	2.26	1.65
Small General	1.00	1.24	1.62	1.59	1.35
General	1.00	1.21	1.47	1.36	1.20
Large General	1.00	0.99	0.93	0.86	0.99
Small Industrial	1.00	1.25	1.23	1.27	1.16
Medium Industrial	1.00	1.11	1.04	1.03	0.96
Large Industrial Firm	1.00	1.04	0.92	0.89	0.92
Unmetered	1.00	1.19	1.99	1.98	1.33

- “PR” is Planning Reserve (%) based on Northeast Power Coordinating Council planning criteria (i.e. 20% or as updated).
- “CCi” is a capacity contribution factor of LRS’ generator to NS Power’s system peak as determined by NS Power. The capacity contribution factor may be the subject of periodic adjustment if operating conditions of the generator, such as a prolonged deration, depart from those assumed by NS Power.
- “GCi” is the generator capacity dedicated to serving LRS load.
- “n” is the total number of LRS’ generators including those under contract.

SPECIAL CONDITIONS

- (1) NS Power reserves the right to have a separate service agreement, if in the opinion of NS Power issues not specifically set out herein, must be addressed for the ongoing benefit of NS Power and its customers.
- (2) The LRS’ RtR Customers and generators will make all necessary arrangements to ensure that their generation and load do not unduly deteriorate the integrity of the power supply system, either by its design or operation. These 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.

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- (4) Nothing contained in this Standby Service Tariff or any service agreement shall be construed as affecting or in any way limiting the right of NS Power to make application to the Nova Scotia Energy Board for a change in any rates, terms and conditions, charges, classification of service, service agreement, rule or regulation, including, without limitation, the rates, charge or terms and conditions contained in this Standby Service Tariff, the Energy Balancing Service Tariff, or the Renewable to Retail Market Transition Tariff.

PURPOSE

Pursuant to Section 3G(2) of the *Electricity Act* (Nova Scotia), this Renewable to Retail Market Transition Tariff (RTT) is designed to recover from Licenced Retail Suppliers (LRS) NS Power's embedded fixed costs and deferred costs, recovered through Bundled Service, which are not otherwise recovered through other tariffs applicable to the LRS or its Renewable to Retail (RtR) Customers. For certainty, for the purposes of this RTT, NS Power's embedded fixed costs include, but are not limited to, generation related fixed costs (e.g. depreciation, cost of financing including return on common equity, income tax, and OM&G). Deferred costs of NS Power are those costs approved by the Nova Scotia Energy Board (NSEB, Board) for recovery by NS Power from customers at a future date.

All capitalized terms herein shall, unless otherwise defined herein, have the meanings ascribed thereto in the LRS Terms and Conditions.

APPLICABILITY

- (1) The RTT is applicable to the LRS, and is in addition to (and not in substitution of) any charges owing by the LRS to NS Power under the Open Access Transmission Tariff (OATT), the Standby Service Tariff, or the Energy Balancing Service Tariff. A charge under the RTT will only apply to the extent the cumulative amount calculated under the RTT for the calendar year is equal to greater than zero.
- (2) The RTT employs certain usage determinants and rate components applicable under both the Standby Service Tariff and the Energy Balancing Service Tariff.
- (3) Energy Charges and Demand Charges (both as set out below) under this RTT include provision for mitigation in respect of forecasted NS Power savings enabled by the LRS's supply of electricity to its RtR Customers. The savings credits will be determined annually on the basis of experience and will be applied on a prospective basis.
- (4) The Energy Charge under this RTT includes provision for annual adjustment on a prospective basis to account for the forecasted difference between NS Power's average avoided cost by the LRS' supply of electricity and its average system fuel cost. If the average avoided cost exceeds the average system fuel cost, this adjustment will be a reduction in the Energy Charge; if the average avoided cost is less than the average system fuel cost, this adjustment will be an addition to the Energy Charge.
- (5) An LRS taking service under this RTT shall also take service under the OATT, the Standby Service Tariff, and the Energy Balancing Service Tariff.

ENERGY CHARGE

The Energy Charge is made up of the following components:

Energy Charge Components	cents per kWh
Fixed Cost Adder from Energy Balancing Service Tariff	2.155
Annually Adjusted Energy Savings Credit	0.000
Annual Energy Cost Adjustment	2.171
Total	4.326

The Energy Charge is applicable to the LRS' monthly displaced energy on NS Power's generation system, defined as the total monthly LRS load, including distribution losses, minus the total monthly LRS top-up quantity as determined under the Energy Balancing Service Tariff for that LRS.

DEMAND CHARGE

The Demand Charge is made up of two components:

Demand Charge Components	dollars per kW
Demand Charge from Standby Service Tariff	\$5.601
Annually Adjusted Demand Savings Credit	\$0.000
Total	\$5.601

The Demand Charge is applicable to the LRS' monthly displaced demand on NS Power's system determined as the difference between Winter Peak Firm Demand, in respect of the monthly bill of the LRS, and Monthly Standby Contract Demand, both as determined under the Standby Service Tariff for that LRS. For greater certainty, Winter Peak Firm Demand and Monthly Standby Contract Demand are as set out in the Standby Service Tariff.

SPECIAL CONDITIONS

- (1) Nothing contained in this RTT or any service agreement shall be construed as affecting or in any way limiting the right of NS Power to make application to the Nova Scotia Energy Board for a change in any rates, terms and conditions, charges, classification of service, service agreement, rule or regulation, including, without limitation, the rates, charge or terms and conditions contained in this RTT, the Standby Service Tariff, or the Energy Balancing Service Tariff.