

## Terms & Conditions

### Application

1. **The Customer** has completed NB Power's Net Metering Interconnection Application (the "Application") attached hereto.
2. The Customer's completed Application including location and details on the Customer owned electrical generation unit including any equipment or devices related to the generation of electricity and interconnection equipment (hereinafter called "Generation Unit(s)") are hereby incorporated into these Terms and Conditions as fully as if it were set forth herein.
3. The Customer certifies that it owns the facilities, Generation Unit(s), and is the NB Power Customer where kilowatt hour energy credits will be applied.
4. The Customer has identified in the Application that the facility where the Generation Unit(s) will be installed, operated and interconnected is owned and not leased.

### Customer's Generation Unit

5. The Customer's Generation Unit(s) shall be owned and operated by the Customer and all costs associated with the Customer's Generation Unit(s) shall be borne by the Customer.
6. The Customer's Generation Unit(s) shall be located on the Customer's premises, on the Customer's side of the utility meter on an account with active customer load. It shall include equipment necessary to meet all requirements established by New Brunswick Department of Public Safety, applicable CSA standards, NB Power's Rate Schedules and Policies Manual, and/or any amendments thereto, specifications set out in Section 9 hereafter and any and all applicable laws, codes and standards over and above those cited in this provision.
7. The Customer's Generation Unit(s) shall have a name plate rating of not more than 100 kW. The Customer shall ensure that electricity that is generated is and remains in compliance with New Brunswick Regulation 2015-60 Electricity from Renewable Resources Regulation - Electricity Act.
8. The Customer acknowledges and agrees that no connection on NB Power facilities will be allowed.
9. The Customer understands that the installation and/or operation of other equipment including, but not limited to a transfer switch or Generlink (with or without SureConnect service) to the meter(s) can increase the potential risk for damage to its Generation Unit(s), the other equipment, the transfer switch, or Generlink (with or without SureConnect service), and further acknowledges and agrees that any damage, losses or costs resulting therefrom, shall be the sole responsibility of the Customer.
10. The Customer shall comply with the technical requirements for connection as set out in NB Power's "Technical Specification for Net Metered Generation" which are amended from time to time, and to any

successor document (the “Technical Specifications”).

11. For Farms (as defined in NB Power’s Rates Schedules and Policies manual) applying kilowatt hour energy credits to more than one metering point, NB Power in consultation with the Customer will determine which metering point the Generation Unit(s) will be physically connected.

12. NB Power shall have the sole authority to determine which interconnection requirements set forth herein are applicable to the Customer’s Generation Unit(s).

### **Metering**

13. NB Power shall supply, at its cost, and shall own and maintain all the necessary meters and associated equipment used for billing.

14. The Customer shall supply, at its cost, a safe and suitable location and safe and suitable access to NB Power for metering.

15. Net Metering will only commence when all metering locations have been approved by NB Power. NB Power shall reserve the right to remove or modify any metering location once Net Metering has commenced.

### **Maintenance and Permits**

16. The Customer shall (i) maintain the Generation Unit(s) and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, NB Power’s Interconnection requirements; (ii) obtain any governmental authorizations and permits required for the construction and operation of its Generation Unit(s) and interconnection facilities, including electrical permit; (iii) reimburse NB Power for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer’s failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer’s Generation Unit(s) or failure to maintain Customer’s facility as required in this Section, and all such obligations shall survive the termination of these Terms and Conditions.

17. Approval of the Application attached hereto extends to future increases in generating capacity up to but not exceeding the rating of the inverter(s) proposed in the Application.

18. In the event the Customer wishes to add capacity to the Generation Unit(s) in excess of that which was approved by NB Power in the Application, up to the rating of the inverter, is subject to the prior approval of New Brunswick Department of Public Safety, Technical Inspection Services.

### **Operation**

19. Once in operation, the Customer shall make no changes or modifications to the Generation Unit(s), wiring or the mode of operation without the prior written approval of NB Power.

20. Approval by NB Power of the Application extends to future increases in generating capacity up to but not exceeding the rating of the inverter(s) proposed in the Application.

21. Approval of an Application for a farm to apply kilowatt hour energy credits toward more than one metering point will require that the Customer maintain registered farm status with the Province of New

Brunswick.

22. Any addition of capacity to the Generation Unit(s) as approved by NB Power under the Application, up to the rating of the inverter, is subject to the Customer obtaining the approval of New Brunswick Department of Public Safety, Technical Inspection Services.

### **Access To Premises**

23. NB Power may enter the Customer's facility, premises or property (i) to inspect without prior notice at all reasonable hours Customer's protective devices and to read the meter; and (ii) to disconnect the interconnection facilities at the NB Power's meter or transformer, without notice, if, in NB Power's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or NB Power's facilities, or property of others from damage or interference caused by Customer's Generation Unit(s), or lack of properly operating protective devices or inability to inspect the same. These rights and obligations shall survive termination of these Terms and Conditions.

### **Indemnity and Liability**

24. The Customer agrees that it shall be liable for and that it shall indemnify and hold harmless and release NB Power and its officers, directors, employees, agents, contractors, shareholders and affiliates from and against any and all losses, claims, damages, costs, demands fines, judgments, penalties, obligations, payments and liabilities, together with any costs and expenses (including without limitation legal fees and out-of-pocket expenses and investigation expenses) incurred in connection with any of the foregoing, resulting from, relating to or arising out of or in connection with: (i) any failure or abnormality in the operation of the Customer's Generating Unit or any related equipment including transfer switches or GenerLink devices (with or without SureConnect service); (ii) any failure of the Customer in complying with the standards, specifications, or requirements referenced in NB Power's interconnection requirements, which results in abnormal voltages or voltage fluctuations, abnormal changes in the harmonic content of the Generation Unit(s) output, single phasing, or any other abnormality related to the quantity or quality of the power produced by the Generation Unit(s); (iii) any failure of the Customer to duly perform or observe any obligation, term, provision, covenant, or condition hereunder to be performed or by or on behalf of the Customer, or (iv) any negligence or intentional misconduct of Customer related to operation of the Generation Unit(s) or any associated equipment or wiring. The foregoing liability and indemnity provisions shall survive the termination of these Terms and Conditions.

25. Each of the Parties identified as "Customer" in these Terms and Conditions shall be jointly and severally liable to NB Power for the performance of the obligations of the Customer under these Terms and Conditions.

### **Force Majeure**

26. Suspension of Obligations. Neither Party shall be liable to the other for, or be considered to be in breach of or default under these Terms and Conditions because of, any failure or delay in performance by such Party under these Terms and Conditions to the extent such failure or delay is caused by or results from any such cause or condition which is beyond such Party's reasonable control, or which such Party is unable to prevent or overcome by exercise of reasonable diligence (any such cause or conditions, a "Force Majeure"), including breach of contract or failure of performance by any person providing services to NB Power.

27. Notice; Required Efforts to Resume Performance. Any Party claiming Force Majeure shall give the other Party maximum practicable advance notice of any failure or delay resulting from a Force Majeure, and shall use its reasonable best efforts to overcome the Force Majeure and to resume performance as soon as possible.

28. No Excuse of Payment Obligations. Notwithstanding any other provision of these Terms and Conditions, in no event shall a Force Majeure excuse a Party's failure or delay to pay any amounts due and owing to the other Party under or pursuant to these Terms and Conditions.

### **Interruption or Reduction of Deliveries**

29. NB Power may require the Customer to interrupt or reduce deliveries of electricity as follows: (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or (b) if NB Power determines that curtailment, interruption, or reduction is necessary because of emergencies, or compliance with good electrical practices as determined by NB Power.

30. To the extent reasonably practicable, NB Power shall give the Customer notice of possible interruption or reduction of deliveries of electricity.

### **Billing**

31. NB Power shall bill the Customer monthly for the non-kilowatt hour energy charges due under NB Power's Rate Schedules and Policies Manual, plus all outstanding amounts for net kilowatt hour energy consumption. If the Customer generates kilowatt hour energy credits during any month, such credits will be carried over from month to month and subtracted from amounts otherwise due the following month, with the exception that on March 31st of each year, all kilowatt hour energy credits shall be set to zero. Based on GST/HST legislation, the Customer is required to pay HST on their entire electricity requirement from NB Power and not the net amount.

32. For Farms applying kilowatt hour energy credits to more than one metering point, NB Power will apply energy credits only to additional metering points with the same rate category and on the same or adjacent property where the Generation Unit(s) will be located in the following order:

- To the metering point where the Generation Unit(s) is located.
- To one or more metering points related to farm operations.
- To the family home.

### **Term and Termination**

33. This Agreement shall continue on a month-to-month basis. Either Party may terminate this Agreement for any reason upon 30 days notice in writing to the other Party. Upon such termination, the Customer shall, at its cost, safely render inoperable the Generation Unit(s), inclusive of isolating the Generation Unit(s), which obligations shall survive termination of these Terms and Conditions.

34. NB Power reserves the right to terminate these Terms and Conditions at any time without notice if the Customer fails to comply with the terms of these Terms and Conditions or if the Customer no longer meets the eligibility criteria under the Technical Specifications. The Customer shall advise NB Power

immediately if the Customer ceases to meet the eligibility criteria. If these Terms and Conditions are terminated by NB Power for breach of these Terms and Conditions by Customer, the Customer shall be responsible for payment of all costs associated with such termination. NB Power reserves the right to terminate these Terms and Conditions at any time without notice if the Customer:

- Fails to comply with these Terms and Conditions or no longer meets the eligibility criteria under the Technical Specifications;
- For Farms applying kilowatt hour energy credits to more than one metering point, fails to maintain registered farm status with the Province of New Brunswick; or
- Makes changes in facility ownership, Generation Unit(s) ownership, or ceases to be an NB Power Customer at any location where kilowatt hour energy credits are applied.

The Customer shall advise NB Power immediately if it ceases to meet the eligibility criteria. If the Terms and Conditions are terminated by NB Power for breach by the Customer, NB Power reserves the right to zero out any remaining kilowatt hour energy credits for the period during the breach. The Customer shall be responsible for the requirement to isolate the Generation Unit(s) upon any such termination and shall be responsible for any and all costs associated with such termination, which obligations shall survive the termination of these Terms and Conditions.

If these Terms and Conditions are terminated by either Party for any reason, the remaining kilowatt hour energy credits shall be:

- if Customer is moving immediately to another location served by NB Power, any remaining kilowatt hour energy credits shall be transferred to the new location, subject to the conditions in Section 30.
- if Customer ceases to be an NB Power Customer or moves to a location not served by NB Power, any remaining energy credits shall be set to zero
- If NB Power terminates the Terms and Conditions other than for breach by the Customer, NB Power will credit any remaining kilowatt hour energy credits to the Customer's account.

35. Upon termination of these Terms and Conditions for any reason, the Parties acknowledge and agree that NB Power shall have the right to disconnect service to the facility in the event that the Customer fails to isolate the Generation Unit(s). This right shall survive any termination of these Terms and Conditions.

36. If the Customer wishes to participate in net metering within 24 months of the termination, of these Terms and Conditions (unless such termination is not caused, directly or indirectly, by the fault, act or omission of the Customer), the Customer agrees to pay all NB Power's costs associated with entering into a new Terms and Conditions, including all equipment and installation costs.

### **Personnel and System Safety**

37. If at any time NB Power determines that the continued operation of the Customer's facility or Generation Unit(s) may endanger any person, property or NB Power's distribution system, or have an adverse effect on the safety or power quality of other customers, NB Power shall have the right to disconnect either or both of the Customer's Generation Unit(s) or facility from NB Power's distribution system. The Customer's Generation Unit(s) or facility shall remain disconnected until such time as NB Power is satisfied that the endangering or power quality condition(s) have been corrected, and NB

Power shall not be obligated to accept any energy from the Customer during such period. The Customer shall be responsible for and agrees to pay NB Power for all costs incurred by NB Power related to disconnection of the Customer's Generation Unit(s) and/or facility if such disconnection is caused, directly or indirectly, by the act or omission of the Customer, and such responsibility shall survive any termination of these Terms and Conditions.

### **Miscellaneous**

38. Authorization. Each Party represents and warrants to the other Party that the execution, delivery and performance by it of these Terms and Conditions has been duly authorized by all necessary corporate and regulatory action on its part and that the execution, delivery and performance by it of these Terms and Conditions does not result in a breach, violation of, or conflict with the terms of any contracts or instruments to which it is a party.

39. Independent Contractors. The Parties are, and will at all times remain, independent contractors. These Terms and Conditions does not create, and will not be construed in any way as creating, the relationship of joint ventures, partners, associates, principal and agent or any similar or like relationship between the Parties which could give rise to joint and several liability

40. Severability. If any term of these Terms and Conditions is held illegal or unenforceable by a court with jurisdiction over the Terms and Conditions, all other terms of these Terms and Conditions shall remain in full force, and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either Party, the Parties shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law

41. Counterparts. These Terms and Conditions may be executed in original or electronic counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Signatures delivered by facsimile, or other electronic transmission, shall be deemed for all purposes to be original counterparts of these Terms and Conditions.

42. Further Assurances. Each Party will, at any time and from time to time, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further documents, assurances or things, and secure all necessary consents, as may be reasonably required for the more perfect observance and performance by the Parties of the terms of these Terms and Conditions.

43. No Third Party Beneficiaries. Except where otherwise provided, these Terms and Conditions are not made for the benefit of any person not a party to these Terms and Conditions, and no person other than the Parties or their respective successors and permitted assigns shall acquire or have any right, remedy or claim under or by virtue of these Terms and Conditions.

44. Notices. Any notice or other communication pursuant to these Terms and Conditions shall be in writing and shall be deemed to have been duly given (i) when personally delivered, (ii) on the fifth business day after being mailed by registered or certified mail, postage prepaid, or (iii) on the next business day following the date of transmission by electronic mail, to the following addresses:

If to the Customer:

- Customer contact information in Customer Care System and/or attached application

If to NB Power:

NB Power Corporation  
PO Box 2000  
515 King St  
Fredericton NB E3B 4X1  
Attention: Customer Interaction Center (HO3)  
Email: Netmetering@nbpower.com  
With a copy to: nbpowerlegal@nbpower.com

45. Entire Agreement. These Terms and Conditions constitutes the entire agreement between the Parties. These Terms and Conditions supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the Parties relating to any transaction contemplated by these Terms and Conditions. These Terms and Conditions may be amended in writing when executed by both Parties.

46. Waiver. Waiver of or failure to exercise any right or remedy hereunder by either Party shall not restrict or limit the future exercise of that right or remedy or the exercise of any right or remedy.

47. Assignment. The Customer shall not be entitled to assign all or any portion of its interest in these Terms and Conditions without the prior written consent of NB Power, which consent will not be unreasonably withheld. Any assignment of these Terms and Conditions does not relieve the assignor of any obligations under these Terms and Conditions.

48. Binding Effect. These Terms and Conditions shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

49. Headings; Language. The section and subsection headings used in these Terms and Conditions are for reference and convenience only, and shall not affect in any way the meaning or interpretation of these Terms and Conditions.