

Green Choice Program Participant Agreement

DRAFT FOR FEEDBACK PURPOSES ONLY

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**GREEN CHOICE PROGRAM
PARTICIPANT AGREEMENT DRAFT FOR FEEDBACK PURPOSES ONLY**

Executed Date	[Date when last party signs Agreement]
Participant Name and Application No.	NAME [Application No. to be completed by NRR]
Participant's Utility Account No.	[This Section may be an Appendix as required]
Participant's Utility Participant No.	
Participant's Address and Contact Information	Main contact address and primary contact for contract execution/amendments
Subscribed Electricity (kWh/year)	
Subscription in % of Annual Consumption of Subscribed Electricity	
Subscription Term	[5, 10, 15, 20 or 25-year term] commencing as of the Supplier Commercial Operation Date
Scheduled Supplier Commercial Operation Date	The Scheduled Commercial Operation Date in the GCP Power Purchase Agreements for the GCP Portfolio.
Subscription Term Expiry	To be completed by NSPI

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ARTICLE 1 GREEN CHOICE PROGRAM

- 5 1.1. The **Participant** has been accepted by the Minister of Natural Resources and
6 Renewables (“**NRR**”) through the Green Choice Program (“**GCP**”) Application
7 Intake process which closed on March 25, 2024, The Minister of NRR issued
8 a notice of acceptance to all Participants on or before May 30, 2024. The
9 Green Choice Program is governed by the *Green Choice Regulations* (the
10 “**Regulations**”), made under the *Electricity Act* (the “**Act**”).
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- 12 1.2. In order to continue to qualify as a Participant, the Participant must be within
13 Nova Scotia Power Inc.’s (“**NSPI**”) service territory and must receive electric
14 service from NSPI at the facilities and operations listed in Appendix A. The
15 service locations listed in Appendix A must consume only Eligible Electricity
16 as per the *Green Choice Program Regulations*.
- 17 1.3. Participant accepts the Green Choice Program Cost and Credit, as approved
18 by the Nova Scotia Utility and Review Board (“**NSUARB**”) and as set out in the
19 Rates and Regulations, a copy of which will be provided to all Participants and
20 will be posted on NSPI’s website.

- 21 1.4. Unless otherwise defined in this Agreement, all capitalized terms having the
22 meanings ascribed to them in the Green Choice Program Regulations. A
23 Participant must incur no fees, costs or penalties associated with the Green
24 Choice Program outside of those listed in the Green Choice Program
25 Regulations and as approved in the Rates and Regulations.
- 26 1.5. Participants that have been accepted to the GCP by the Minister may execute
27 the Agreement following the Minister's acceptance but must execute the
28 Agreement a minimum of 45 business days after a NSUARB decision on the
29 Green Choice Program Cost and Credit has been issued.
- 30 1.6. The Executed Date refers to the date the Agreement is signed by both Parties
31 initiating the **Interim Period**. The Interim Period remains in place until the
32 Scheduled Supplier Commercial Operation Date. The Supplier Commercial
33 Operation triggers the start of the **Subscription Term**. All terms and
34 conditions are maintained in principle but are not enforceable until the Supplier
35 Commercial Operation Date.
- 36 1.7. The Minister may accept all Participant's **Subscribed Electricity** up to the
37 maximum of [total projected output of GCP Portfolio in kilowatt hours], but the
38 total may never exceed this limit.
- 39 1.8. NSPI and Participant (defined above) (together, the "Parties" and each a
40 "Party"), each intending to be legally bound, agree as follows.

41 **ARTICLE 2 DEFINITIONS**

42 In this Agreement, the following terms have the following meanings:

43 **Affiliate** means with respect to any Participant, which directly or indirectly (a) controls
44 the first Participant (b) is Controlled by the first Participant, or (c) is under common
45 Control with the first Participant.

46 **Anticipated Subscribed Electricity** means electricity requested in a Participant's
47 application for future electricity consumption that is anticipated to be operational and
48 part of a Participant's Subscribed Electricity by no later than December 31, 2028.

49 **Application Intake** has the meaning as set forth in Section 4 of the *Green Choice*
50 *Program Regulations, S.N.S. 2004, c. 25* (Nova Scotia).

51 **Change in Law** means:

- 52 a) the Legislative Assembly of Nova Scotia causes to come into force any
53 statute that was introduced as a bill in the House of Assembly of Nova
54 Scotia or the Government of Nova Scotia causes to come into force or
55 makes any order-in-council or regulation first having legal effect on or
56 after the Executed Date; or
57 b) the Legislative Assembly of Nova Scotia directly or indirectly amends
58 this Agreement without the consent of the Participant where such action
59 directly or indirectly impacts any costs, fees or penalties for the GCP
60 Participants.

61 **Commercial Operation** has the meaning as set forth in **Section 2.4** in the Green
62 Choice Program **Power** Purchase Agreements executed for the GCP Portfolio of
63 projects.

64 **Commercial Operation Date** means the actual date the first Supplier(s) in the Green
65 Choice program Portfolio achieve Commercial Operation as described in the Green
66 Choice Program Power Purchase Agreement.

67 **Executed Date:** means the date of this Agreement, being the date first mentioned on
68 page (x) of the Agreement as the date the Agreement is signed by both parties. This
69 begins the Interim Period.

70 **Scheduled Supplier Commercial Operation Date** is the date on which commences
71 the delivery of program energy by one or more Suppliers to Green Choice Program
72 Portfolio. The first Supplier's Commercial Operation Date will be the first day of the
73 Participants Subscription Term. The actual Commercial Operation Date may vary from
74 the Scheduled Supplier Commercial Operation Date.

75 **Eligible Participant** has the meaning as set forth in Section 3 of the *Green Choice*
76 *Program Regulations, S.N.S. 2004, c. 25* (Nova Scotia).

77 **Eligible Electricity** has the meaning as defined in the *Green Choice Program*
78 *Regulations, S.N.S. 2004, c. 25* (Nova Scotia).

79 **Event of Insolvency** – means an event or circumstance in respect of a Person where:

- 80 a) that Person admits its insolvency in a judicial procedure or makes a
81 general assignment for the benefit of creditors or any proceeding is
82 instituted by that Person seeking relief or giving notice of its intention to
83 seek relief on its behalf as debtor, or to adjudicate it a bankrupt or
84 insolvent, or seeking liquidation, winding-up, re-organization,
85 arrangement, adjustment or composition of it or its debts under any
86 Insolvency Legislation, or seeking appointment of a receiver, receiver
87 and manager, trustee, custodian or other similar official for it or any
88 substantial part of its property and assets or that Person takes any
89 action to authorize any of the foregoing; or
90 b) any proceeding is instituted against that Person seeking to have an
91 order for relief entered against it as a debtor or to adjudicate it a
92 bankrupt or insolvent or seeking liquidation, winding-up, reorganization,
93 arrangement, adjustment or composition of it or its debts under any
94 Insolvency Legislation, or seeking appointment of a receiver, receiver
95 and manager, trustee, custodian or similar official for that Person or any
96 substantial part of its property and assets, and: (i) such proceeding
97 results in an entry of an order for such relief or any such adjudication
98 or appointment, or (ii) if such proceeding is not being contested, or is
99 being contested in good faith, such proceeding continues undismissed,
100 or unstayed and in effect, longer than 30 business days from the
101 institution of any such proceeding.

102 **Good Standing** means the customer is current and paid as agreed.

103 **Green Choice Program** has the meaning set out in in subsection 4BA of the *Electricity*
104 *Act, S.N.S. 2004, c. 25* (Nova Scotia), as amended from time to time.

105 **Green Choice Program Application Intake Process** means the process of applying
106 to the Program.

107 **Green Choice Program Cost** means the fixed administrative cost as defined in the
108 *Green Choice Program Regulations* and subject to 12(1) and (2) and further prescribed
109 by the Rates and Regulations.

110 **Green Choice Program Credit** means billing adjustments implemented pursuant to
111 4BB (2) of the *Electricity Act* and as prescribed by the Rates and Regulations.

112 **GCP Portfolio** means the composition of Suppliers that execute the Power Purchase
113 Agreements with Nova Scotia Power Inc. pursuant to the Green Choice Program
114 Request for Proposals, which creates the portfolio of renewable energy facilities to
115 meet Participants Subscribed Electricity.

116 **Green Choice Program Power Purchase Agreement** means the Power Purchase
117 Agreement executed by the Supplier and NSPI whose projects make up the GCP
118 Portfolio.

119 **Green Choice Program Production Threshold** means an amount of energy equal to
120 80% of three times the expected Net Output that of the Green Choice Program Portfolio
121 Net Output during any applicable consecutive period of 36 months.

122 **Green Choice Program Reallocation Process** means the process governed by
123 Section 20 of the *Green Choice Program Regulations, S.N.S. 2004, c. 25* (Nova
124 Scotia).

125 **Green Choice Program Service Location(s)** are the electric service locations for
126 facilities in Appendix A of this agreement that form the electric load that will consume
127 Subscribed Electricity of the Participants.

128 **Initial Term** has the meaning set forth in **Section 4.1** of this Agreement and does not
129 include any Renewal Terms.

130 **Net Output** has the meaning set out in the Green Choice Program Power Purchase
131 Agreement.

132 **Natural Resources and Renewables** means the provincial government department
133 or any successor thereto.

134 **Nova Scotia Power Incorporated** means the public electric utility.

135 **Nova Scotia Power Inc's Green Choice Program Terms and Conditions** means
136 the terms and conditions of the subscription of all Participants provided by Section 16
137 of the *Green Choice Program Regulations, S.N.S. 2004, c. 25* (Nova Scotia).

138 **Nova Scotia Utility and Review Board** means the Nova Scotia Utility and Review
139 Board and any successor thereto, including the Energy Board established under the
140 *Energy and Regulatory Boards Act* upon proclamation.

141 **Participant** has the meaning set out in in the *Green Choice Program Regulations*,
142 *S.N.S. 2004, c. 25* (Nova Scotia), and and, as the context requires herein, means the
143 individual or entity that has entered into this Agreement, intending to be bound.

144 **Participant Force Majeure Event** means an event or circumstances that prevents the
145 Participant from sustaining its Participant electric load that forms the Subscribed
146 Electricity of the Participants at one or more Green Choice Program Service Locations
147 that is beyond Participant's reasonable control, not caused by the Participant, nor the
148 result of Participant's negligence.

149 **Participant's Proportionate Share** means the ratio of a Participants Subscribed
150 Electricity divided by the Expected Net Output GCP Portfolio.

151 **Participant Agreement** means this Agreement executed by the Parties, including the
152 general terms and conditions, and the appendices, exhibits, schedules, and any other
153 attachments to this Agreement, as amended, restated, or supplemented from time to
154 time in accordance with this Agreement.

155 **Production Threshold** means if the Net Output of the GCP Portfolio during any
156 consecutive period of 36 months therein is less than an amount equal to 80% of three
157 times the Original Energy Bid as prescribed in the Green Choice Program Power
158 Purchase Agreement.

159 **Rates and Regulations** means NSPI's Rates and Regulations as may be approved
160 by the NSUARB from time to time.

161 **Renewable Energy Certificate** has the same meaning as defined in the Green
162 Choice Program Power Purchase Agreement.

163 **Renewable low-impact electricity** shall have the meaning as defined in the
164 *Renewable Electricity Regulations*

165 **Renewable Electricity Regulations** means the Renewable Electricity Regulations
166 made under Section 5 of the *Electricity Act, S.N.S. 2004, c. 25* (Nova Scotia).

167 **Renewal Term** any term extension beyond the Initial Term in 5 year increments up to
168 an amalgamated total of 25 years as of the Executed Date.

169 **Request for Proposals** means the request for proposals issued on December 1,
170 2023, for the Green Choice Program of renewable low-impact electricity for the
171 Province of Nova Scotia, as amended from time to time.

172 **Subscribed Electricity** has the meaning set out in in the *Green Choice Program*
173 *Regulations, S.N.S. 2004, c. 25* (Nova Scotia).

174 **Subscription Term** means the length of the term of the Agreement as specified on
175 page (x) of the Agreement which begins on the Supplier Commercial Operation Date
176 on page (x).

177 **Supplier** has the meaning as defined in the *Green Choice Program Regulations*,
178 *S.N.S. 2004, c. 25* (Nova Scotia).

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ARTICLE 3 PURPOSE AND CONTRACT TERMS

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3.1 Pursuant to this Agreement, the Participant subscribes for the annual amount of Subscribed Electricity amount in kWh specified in **Section 5.1**.

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3.2 This Agreement is subject to any other terms and conditions, agreements, rates, tariffs, or riders set by the NSUARB applicable to the Participant as electrical customer of NSPI. This Agreement governs the Participant's participation in the GCP which is separate and in addition to the cost of electric service under the Participant's existing retail electric service tariffs.

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3.3 As prescribed in Section 16(1) in the *Green Choice Program Regulations*, no later than 90 business days prior to the Scheduled Supplier Commercial Operation Date NSPI will contact the Participant to adjust any relevant information related to the Participant's Subscribed Electricity, Subscription as a % of Annual Consumption, and the Green Choice Program Service Locations or Account Information located in the Appendices.

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ARTICLE 4 TERM

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4.1 The initial term ("**Initial Term**") of this Agreement commences on the Executed Date first written above and expires upon the termination or expiry of the Subscription Term; provided that, subject to Termination in **Article 9**:

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- a) if the Subscription Term first noted above is less than 25 years, the Participant may, by giving at least 90 business days written notice to NSPI and the Minister of NRR, extend the Subscription Term for successive renewal terms of 5 years each, up to a maximum amalgamated total of 25 years (each a "**Renewal Term**")

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4.2 Notwithstanding the foregoing, the availability of a Renewal Term will be subject to the ongoing availability of the GCP Program and will be limited to the Participant's existing Subscribed Electricity.

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ARTICLE 5 SUBSCRIPTION

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5.1 The Participant agrees to subscribe to the **Subscribed Electricity** for the duration of the **Subscription Term**. The Subscribed Electricity for this Agreement is set at [] kWh annually and represents Participant's contracted allocation of the expected Net Output of the **GCP Portfolio** subject to **Article 6**. The GCP Portfolio will be identified and will be provided by email by NSPI upon the execution of the **Power Purchase Agreements**.

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5.2 The allocation of renewable electricity in the GCP Program available to satisfy the Participant's Subscribed Electricity will be based upon the actual generated Net Output of the GCP Portfolio based on the Participant's Proportionate Share, up to, the total Subscribed Electricity amount annually.

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5.3 Participant agrees to the GCP Cost and Credit as described in NSPI's Rates and Regulations. NSPI will provide a copy of the GCP Cost and Credit document to all Participants and will post a copy on its website as well.

219 5.4 The Participant may reduce its Subscribed Electricity by providing business
220 days written notice to NSPI in accordance with the following:

221 a) Subscribed Electricity reductions of up to 15% may be processed without
222 penalty prohibition.

223 b) A penalty prohibition will apply to the Participants applies if it requests
224 Subscribed Electricity reductions greater than 15% either as (i) as a one-
225 time reduction, or (ii) as multiple reductions over three (3) consecutive
226 years that result in a cumulative reduction greater than 15%. In such event
227 the Participant shall not be entitled to request future re-allocated
228 Subscribed Electricity for the duration of this Agreement.

229 c) If a Participant reduces its Subscribed Electricity by removing one or more
230 Green Choice Program Service Locations, the same Service Location may
231 not later be re-applied through future intake rounds of the Green Choice
232 Program.

233 5.6 The Participant may request an increase to its Subscribed Electricity if program
234 capacity for reallocation allows based on **Nova Scotia Power Inc's Green Choice**
235 **Program Terms and Conditions.**

236 5.7 The Participant is not required to maintain the minimum of 10,000,000 kWh
237 annually of Subscribed Electricity during the Subscription Term if all reductions by
238 the Participant do not exceed the reductions allowable under **Article 5.5(a).**

239 5.8 If a Participant is part of an Aggregated Partnership, then the Aggregated
240 Partnership is not required to maintain the minimum of 10,000,000 kWh of
241 Subscribed Electricity during the Subscription Term and a partner in the
242 Aggregated Partnership is not required to maintain the minimum of 1,000,000 kWh
243 of Subscribed Electricity during the Subscription Term if all reductions by the
244 Participant do not exceed the reductions allowable under **Article 5.5(a).**

245 5.9 The following shall apply Participants whose applications requested
246 **Anticipated Subscribed Electricity** to Service Locations that were not yet
247 consuming electricity at the time the application was made, but that is anticipated
248 to be operational by no later than December 31, 2028:

249 a) If the Green Choice Program Service Location is a new facility and requires
250 a new service connection request with NSPI, the Participant must notify
251 NSPI that the request has been submitted and is part of the Participant's
252 application for Subscribed Electricity in the Green Choice Program. NSPI
253 must update the relevant information in Appendix A.

254 b) On or before October 2, 2028, if the Participant does not reasonably believe
255 that the applicable Service Locations will be operating at an electrical
256 consumption commensurate with the full Anticipated Subscribed Electricity
257 by December 31, 2028, the Participant must provide notice to NSPI with
258 explanation for the delay and must request a one-time extension.

- 259 c) A one-time extension request must be accompanied by evidence of
260 substantial progress on the Green Choice Program Service Location that
261 will consume the Anticipated Subscribed Electricity (e.g. deployed capital,
262 workers on site, lease). If progress cannot be demonstrated, then NSPI
263 may terminate the portion of the Participants Subscribed Electricity that
264 was intended to be consumed by such facility and make the electricity
265 available for reallocation.
- 266 d) Extensions may be considered within the 6 months following the Scheduled
267 Supplier Commercial Operation Date; however, no extensions will be
268 granted beyond this date for Anticipated Subscribed Electricity. Any
269 Anticipated Subscribed Electricity that is not operational within 6 months
270 following the Scheduled Supplier Commercial Operation date may be
271 reallocated through the Green Choice Program Reallocation Process.
- 272 e) If The Green Choice Program Service Location that will consume the
273 Participants Anticipated Subscribed Electricity is not yet operational, and
274 the full Net Output of the GCP Portfolio is operational, the excess electricity
275 produced may be reallocated until such time that the Participant's
276 Anticipated Subscribed Electricity is consuming electricity.

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ARTICLE 6 PORFOLIO PRODUCTION THRESHOLD

278 6.1 The Participant expressly assumes agrees and acknowledges that the GCP
279 Portfolio may not generate electricity. The Participant further acknowledges that
280 NSPI neither warrants, covenants, nor assumes any liability for, production of
281 electricity from the GCP Portfolio nor guarantees the production of, or the
282 corresponding GCP Credits generated from, the GCP Portfolio. The Participant
283 does not have any right to and does not take title to any of the energy produced
284 by the GCP Portfolio, all of which will be conveyed to NSPI under power purchase
285 agreements with the renewable facilities included in the GCP Portfolio.

286 6.2 NSPI shall be excused from performance under this Agreement to the extent
287 such performance is delayed, hindered or prevented by any act or event that is not
288 within the reasonable control of NSPI (including any force majeure event or change
289 of law that affects the GCP Portfolio or any production from the GCP Portfolio) and
290 upon cessation of such event, NSPI will take reasonable steps to resume
291 performance of this Agreement within the shortest time practicable.

292 6.3 NSPI will notify Participants if following the Scheduled Supplier Commercial
293 Operation Date, the GCP Portfolio is less than the **Production Threshold**,
294 Participants may request to adjust the Participants Subscribed Electricity,
295 Subscription in % of Annual Consumption, and Green Choice Program Service
296 Locations or Account Information located in the Appendices.

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ARTICLE 7 PRICING AND UTILITY ACCOUNT BILL DETERMINATION

298 7.1 During the Subscription Term the Participant will be responsible for adhering
299 to the terms and conditions of the Green Choice Program Cost and Green Choice
300 Program Credit as set out in the Rates and Regulations.

301 7.2 The Green Choice Program Cost and Green Choice Program Credit will not be
302 charged or credited, as applicable, until the Subscription Term commences.

303 7.3 The Green Choice Program Cost and GCP Credit are subject to any applicable
304 taxes.

305 7.4 The Green Choice Program Cost and Green Choice Program Credit are
306 specific to the Participants and may not be transferred unless under **Article 11.**

307 7.5 For greater certainty, all charges provided for under, and other terms and
308 conditions, of applicable tariffs approved by the NSUARB pursuant to the *Public*
309 *Utilities Act*, R.S.N.S., 189, c.380 (as amended) that apply to electric service
310 received by the Participant shall continue to apply and will continue to be based
311 on actual metered energy use during the Participant's normal utility account billing
312 cycle. The GCP Cost and GCP Credit will be an additional charge and credit added
313 to the Participant's utility account bill. Failure to pay the Participant's utility account
314 bill when due, including that part of the bill reflecting the Green Choice Program
315 Cost and Green Choice Program Credit, shall constitute a failure to pay a utility
316 account bill in accordance as set out in the Rates and Regulations.

317 7.6 If this Agreement applies to multiple accounts, the Green Choice Program
318 Service Locations premises for which are owned by the same person, firm, or entity
319 or are owned by Affiliates, this Agreement is deemed to have been signed by an
320 authorized representative of the owner of each premise to which each account
321 applies or by a person within the organization who can bind the Participant
322 accounts across the organization.

323 7.7 This Agreement does not supersede the requirements outlined in any
324 applicable Rates and Regulations or any other order made by the NSUARB from
325 time to time, or any legislation or regulation, including but not limited to *the Public*
326 *Utilities Act*, the *Electricity Act*, the *Canadian Electrical Code*, the *Occupational*
327 *Health and Safety Act*.

328 **ARTICLE 8 CHANGE IN LAW ADJUSTMENTS**

329 8.1 If a **Change in Law** in occurs, NSPI and Participant shall adjust, amend, or
330 update this Agreement as required by the Change in Law.

331 **ARTICLE 9 TERMINATION**

332 9.1 The Participant may terminate this Agreement prior to the end of the Term by
333 giving NSPI and the Minister of NRR at least 90 business days prior written notice.

334 9.2 NSPI may terminate the Participant Agreements if the Participant is not in
335 **Good Standing** with their NSPI utility account bills.

336 9.3 Participant Force Majeure Event

- 337 a) In the event of a **Participant Force Majeure Event** the Participant must
338 give notice of such Participant Force Majeure Event to NSPI as promptly
339 as is practical after its occurrence and exercise due diligence to resolve the
340 Participant Force Majeure Event providing that during any period in which
341 the Participant is unable to overcome or resolve the Participant Force
342 Majeure Event, it will exercise due diligence to minimize effect and duration
343 of the Participant Force Majeure Event.
- 344 b) Participant may suspend its participation in the Green Choice Program and
345 its obligation to pay the Green Choice Program Cost and its entitlement to
346 receive the Green Choice Program Credit under this Agreement to the
347 extent and for the duration of the Participant Force Majeure Event for the
348 impacted Green Choice Program Service Locations ; provided, however,
349 in no event may such Participant Force Majeure Event suspension endure
350 for a period longer than 180 days.
- 351 c) If a Participant Force Majeure Event permanently reduces or eliminates
352 the load at one or more Green Choice Program Service Locations or
353 continues or more than 180 days, Participant must provide notice of
354 termination for the impacted Green Choice Program Service Locations
355 pursuant to **Article 9** of this Agreement. In such an event, NSPI will
356 reallocate Participant's Subscribed Electricity through the established
357 Green Choice Program Reallocation Process.

358 **ARTICLE 10 RENEWABLE ENERGY CERTIFICATES**

359 10.1 In accordance with Section 21(1) of the GCP Regulations, NSPI will register
360 all applicable Renewable Energy Certificates for the Participant on an annual or
361 more frequent basis with an internationally recognized organization.

362 10.2 NSPI shall have the sole authority to manage the administration of Renewable
363 Energy Certificates in the GCP Portfolio. The registration and retirement of
364 Renewable Energy Certificates will occur during the Subscription Term.

365 10.3 Per section 21(2) of the GCP Regulations, NSPI will provide a document
366 annually, no later than September 30 of the following calendar year, to the
367 Participant confirming the Participant-specific Renewable Energy Certificates
368 registration that includes the following:

- 369 a) the annual volume of the participant's Renewable Energy Certificates.
- 370 b) the Participant's Renewable Energy Certificate's identification numbers.
- 371 c) Vintage.

372 10.4 NSPI will immediately retire all Renewable Energy Certificates registered on
373 the Participant's behalf with the internationally recognized organization's tracking
374 system based on Participant Proportional Share of the Subscribed Electricity
375 delivered by the GCP Portfolio to the Participant. Once the Renewable Energy
376 Certificate information is provided to the Participant, the Renewable Energy
377 Certificate is considered retired.

378 10.5 The Parties agree that the total electrical energy output of the GCP Portfolio
379 shall be counted by NSPI toward its compliance with the renewable electricity
380 standard requirements set forth in the Renewable Electricity Regulations, and the
381 Participant shall take no actions to utilize or take credit for the environmental
382 attributes in a manner that could hinder NSPI from doing so.

383 10.6 The Participant shall have the first right of offer to purchase excess
384 Renewable Energy Certificates associated with the portion of Participant's
385 Subscribed Electricity that is subject to this Agreement if NSPI identifies that
386 excess Renewable Energy Certificates are available from the GCP Portfolio.

387 10.7 Any expression of interest by the Participant regarding the purchase of
388 excess Renewable Energy Certificates pursuant to this Section 10.6 shall be made
389 in writing. If, despite good faith and commercially reasonable negotiations, the
390 Parties have not reached a binding agreement on the terms and conditions of a
391 transaction for excess Renewable Energy Certificates within 30 business days,
392 then NSPI shall be free to enter an alternate transaction for the applicable
393 Renewable Energy Certificates.

394 **ARTICLE 11 ASSIGNMENT OR TRANSFER**

395 11.1 The Participant may not assign or transfer, in whole or in part, this Agreement
396 nor any of the rights or obligations under this Agreement, without the prior written
397 consent of NSPI.

398 11.2 A Participant may not assign or transfer, in whole or in part, this Agreement
399 except to a Subsidiary, or an Affiliated party, Crown Corporation, Government
400 Department, or Government Agency, of the Participant.

401 11.3 The request to assign or transfer, in whole or in part, this Agreement nor any
402 of the rights or obligations under this Agreement, may not be unreasonably
403 withheld by NSPI.

404 11.4 The assignee or transferee must accept the same terms and conditions of the
405 Participant Agreement, as amended from time to time.

406 11.5 The Participant must notify the Minister in writing within 20 business days of
407 any transfer or assignment of this Agreement.

408 11.6 The Participant must submit to NSPI, on behalf of the assignee to whom the
409 Participant has requested to assign their Participant Agreement, documents that
410 demonstrate all the following:

411 a) the Assignee meets all eligibility requirements as stated in the Green
412 Choice Program Regulations.

413 b) the Assignee must demonstrate ownership of the Premises or otherwise
414 hold valid legal rights that entitle the assignee to the Green Choice Program
415 Service Locations

416 c) that the creditworthiness of the assignee is equal to or greater than that of
417 the Participant at the time of the assignment.

418 d) that the Assignee has leased or purchased a portion of, or all, the
419 Participant's Green Choice Program Service Locations.

420 **ARTICLE 12 SERVICE LOCATIONS**

421 12.1 The Participant must request and obtain NSPI's written consent for any
422 change or transfer related to the Green Choice Program Service Locations in
423 Appendix A. If NSPI grants such written consent to transfer a portion of
424 Participant's Subscribed Electricity to another eligible Participant Green Choice
425 Program Service Location receiving electric service from NSPI, such premises will
426 thereafter be deemed a Green Choice Program Service Location" for purposes of
427 this Agreement.

428 **ARTICLE 13 REPORTING**

429 13.1 Participant information such as extensions, assignments, transfers, or
430 termination of a Participant's subscription in the Green Choice Program will be
431 shared with the Minister of NRR on an annual basis as per the Green Choice
432 Program Regulations. NSPI will provide a progress report update to the Participant
433 every 6 months regarding the GCP Portfolio up to the Scheduled Supplier
434 Commercial Operation Date.

435 **ARTICLE 14 NOTICE TO PARTICIPANT**

436 14.1 NSPI will notify the Participant at least 7 business days in advance of:

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438 a) a Supplier in the GCP Portfolio achieving the Commercial Operation Date
439 subject to confidentiality provisions in the Green Choice Program Power
440 Purchase Agreement.

441 b) the terms and conditions of the Participants' Subscriptions in the Green
442 Choice Program come into effect.

443 c) Green Choice Program Costs and Green Choice Program Credits begin to
444 be charged, for billing purposes, on the first billing period for the Participant.

445 **ARTICLE 15 PROGRAM REVIEW**

446 15.1 In accordance with Section 25 of the Green Choice Program Regulations, the
447 Minister may review the Green Choice Program on the date specified in the
448 Regulations.

449 **ARTICLE 16 GENERAL**

450 16.1 For the purposes of interpreting the Agreement:

451 a) Words in the singular include the plural and vice versa.

452 b) The use of the words "including" and "include" are not limiting.

- 453 c) The words “herein”, “hereof” and “hereunder” and other words of similar
454 import refer to the Agreement as a whole and not to any Article, section or
455 other subdivision.
456 d) The division of the Agreement into Articles, sections or other parts and the
457 insertion of headings are for convenience only and do not affect the
458 construction or interpretation of the Agreement.
459 e) References to monetary amounts are in Canadian Dollars unless otherwise
460 stated.
461 f) Reference to any legislation is a reference to that legislation in force from
462 time to time and to any subsequent legislation which has the effect of
463 supplementing or superseding that legislation.
464 g) No consent or approval contemplated under this Agreement shall be
465 effective unless given in writing.
466 h) Time shall be of the essence.

467

ARTICLE 17 NOTICE

468 17.1 All notices pertaining to this Agreement not explicitly to be in a form other than
469 writing will be in writing and will be given by electronic mail or other means of
470 electronic transmission or by hand or by courier delivery. Any notices will be
471 addressed to the Parties as follows:

472 For the Participant(s):

473 [Name and title]

474 [Organization]

475 [Mailing Address 1]

476 [Mailing Address 2]

477 Office: [phone number]

478 Email: [email]

479

480 For NSPI:

481 [Name and Title]

482 [Company]

483 [Mailing Address 1]

484 [Mailing Address 2]

485 Office: [phone number]

486 Email: greenchoice@nspower.ca

487

488 For NRR:

489 Minister of Natural Resources and Renewables

490 PO Box 2644

491 Halifax, NS B3J 3P7

492 Office: 902-424-5364

493 Email: greenchoice@novascotia.ca

494

ARTICLE 18 SEVERABILITY

495 18.1 If any provision hereof is invalid or unenforceable in whole or in part, then, to
496 the fullest extent permitted by law, such invalidity or unenforceability shall attach
497 only to such provision or part thereof and the remaining part of such provision and
498 all other provisions hereof shall remain in full force and effect and shall be
499 construed in order to carry out the intentions of the Parties hereto as nearly as may
500 be possible.

501 **ARTICLE 19 COUNTERPARTS**

502 19.1 This Agreement may be executed by the Parties hereto in counterparts and
503 may be executed and delivered by facsimile and all such counterparts and
504 facsimiles will together constitute one and the same agreement.

505 **ARTICLE 20 CONFIDENTIALITY**

506 20. 1 All Information is strictly contained within this Agreement is confidential and
507 shall not be revealed to any person or entity, or use any Information at any time,
508 except as expressly directed by either Party, or as may be required by law.

509 **ARTICLE 21 GOVERNING LAW**

510 21.1 This Agreement will be governed by and interpreted in accordance with the
511 laws of the Province of Nova Scotia and the federal laws of Canada applicable in
512 the Province of Nova Scotia.

513 **ARTICLE 22 LIMITATION OF LIABILITY**

514 22.1 Notwithstanding anything contained herein to the contrary, NSPI will not be
515 liable under this Agreement or under any cause of action relating to the subject
516 matter of this Agreement for any special, indirect, incidental, punitive, exemplary
517 or consequential damages, including loss of profits, loss of use of any property,
518 business interruption, or claims of Participants or contractors of the Participant for
519 any such damages.

520 **ARTICLE 23 ENTIRE AGREEMENT**

521 23.1 This Agreement, together with the schedules attached hereto, constitutes the
522 entire agreement between the Parties with respect to the transactions
523 contemplated by this Agreement and supersedes all prior agreements,
524 understandings, negotiations and discussions, whether oral or written, of the
525 Parties with respect to such transactions.

526 **ARTICLE 24 AMENDMENTS**

527 24.1 This Agreement may only be amended, supplemented, or otherwise modified
528 by written agreement signed by all the Parties.

529 **ARTICLE 25 DISPUTE RESOLUTION**

530 **25.1** In the event of a dispute in connection with this Agreement, the Participant
531 (or if the Participant is not an individual, a Senior Officer of the Participant) and a
532 Senior Officer of NSPI shall promptly meet to discuss and resolve the dispute and
533 the Parties shall have 10 business days to resolve the dispute (or 5 business days
534 if either Party notifies the other Party that the matter requires urgent resolution).

535 **25.2** In the event resolution cannot be achieved then such dispute or difference
536 may be referred (a) by either Party to binding arbitration by a single arbitrator under
537 the provisions of the Commercial Arbitration Act (Nova Scotia) or (b) by the
538 Participant to Nova Scotia Power's Dispute Resolution Officer to assist with the
539 resolution of a dispute.

540 **25.3** Unless otherwise requested by Participant there shall be no stoppage to the
541 subscription of the Green Choice Program during the dispute resolution process.

542 **ARTICLE 26 BANKRUPTCY AND INSOLVENCY**

543 **26.1** If either Party declares bankruptcy or insolvency, and files the appropriate
544 documents within the appropriate courts, this Agreement is automatically
545 terminated and none of the clauses within this Agreement shall survive the
546 termination.

547 **ARTICLE 27 WAIVER**

548 **27.1** No waiver of any provision of the Agreement shall be binding unless executed
549 in writing by the Party to be bound thereby. No waiver of any provision of the
550 Agreement shall constitute a waiver of any other provision thereof, nor shall any
551 such waiver constitute a continuing waiver or waiver of any subsequent failure to
552 comply, unless otherwise expressly provided in such written waiver. No
553 inspection, review, comment, verification, or audit by NSPI or any government
554 agency, or anyone on their behalf, nor any failure to do so, shall relieve the
555 Participant from performing or fulfilling any of its obligations under the Agreement.

556

557

558 [SIGNATURE PAGE FOLLOWS]

559 The Parties have executed this Agreement.

560

[PARTICIPANT]¹

[Insert Name]

Authorized Signing
Officer Officer

Date:

[Insert Name]

Authorized Signing
Officer Officer

Date:

561

562

563

**NOVA SCOTIA POWER
INCORPORATED²**

[Insert Name]

Authorized Signing
Officer Officer

564

¹ This assumes a corporate entity is signing; signature block to be updated for other entities.

² NSPI to advise whether it requires one or two signatories.

