Participant Agreement-FAQs

Question	Answer
General Questions	
Is the Participant Agreement a template or are Participants and NSPI permitted to adjust the contract specific to the Participant?	The Participant Agreement will be a standard form contract to be used by all Participants for execution. On a **limited, case-by-case basis**, there is ability for both parties to make minor amendments that may better reflect the customer's unique legal situation. e.g., Governments are required by law to disclose to the public any information requested under freedom of information legislation. Contracts for governments will include language that reflects this unique situation. **Please reach out to us now** if there are any specific clauses that would need to be considered.
Is the Participant Agreement a static document? If the document changes due to cost or credit changes, how will that be handled? How frequently?	No. The GCP cost and GCP credit will be detailed in the form of tariff/rider published by NSPI and filled with the NSUARB for approval. The tariff/rider will provide details around the methodology for calculating the GCP cost/credit and may be updated, in accordance with the GCP Regulations.
Are Participants prohibited from participating in other green/sustainability programs such as onsite renewable energy generators?	No. Participants are allowed to participate in all other green or sustainable programs at their service locations (e.g., retrofits, onsite renewables etc.); however, only electricity consumption not met by renewable energy generation can be subscribed to GCP. If a Participant intends to build, subscribe or participate in programs that provide renewable energy generation to a service location (e.g. Commercial Net-Metering, Community Solar), then the subscribed electricity for those service locations would need to be reduced by the same amount as is already provided by renewables to that service location. A single service location may not split its electricity consumption between GCP and Renewable to Retail.
How will Agreements be executed by Participants?	Someone with binding authority within your organization will need to execute the Agreement which may or may not include those with access to electricity account information. Each Agreement either needs to be signed by ALL appropriate signatories responsible for electricity accounts listed at

	the service locations within the Agreement or one Agreement for each account holder. The preference is up to the Participant upon execution.
What is the process for defining the Cost and Credit components. Will the Participants know the exact cost and credit amounts prior to signing this Agreement?	NSPI will submit an application for the GCP cost/credit tariff/rider with the Utility and Review Board for approval. The application will propose the methodology to develop the on-bill costs and credits applicable to GCP Participants. NSPI will apply for Board approval of the GCP cost/credit tariff in advance of the first expected commercial operation date. Participant's will have the opportunity to participate directly in the Board approval process if they desire. The GCP Regulations and the Electricity Act set the parameters for the cost and credit for the program. The cost may not exceed $1/MWh. The credit is based on the exemption from pricing related to carbon on the electricity system. A forecast has been prepared to help aid Participants in understanding the potential credit and an example provided on the website. 2026-2035 Forecast Carbon Cost
Would Participants still have to pay the GCP costs when GCP Portfolio does not generate electricity and Participants are not receiving any credits? How can parties ensure they are not being double billed under this arrangement? i.e. under regular energy tariffs and then again under the GCP	No. If the GCP Portfolio does not generate electricity, then the Participants do not pay the GCP Cost, nor do they receive the GCP Credit. Participants continue to pay their normal electricity tariffs for all electricity supplied to their service locations. An example is provided online: Cost/Credit Example
Under what conditions can a Participant request to amend the Agreement?	Amendments may be requested by either party, where both agree, at any time. There are circumstances where NSPI or the Participant may request updates to information contained within the Agreement built into multiple areas throughout the Agreement.
What happens to liquidated damages should a Supplier fail to meet the terms of the Power Purchase Agreement, and can those damages be assigned to the Participants?	Liquidated damages are used to secure replacement energy in the event the Supplier fails to meet the terms of the PPA. They will not be assigned to the Participants.
"Scheduled Supplier Operation Date" - what happens if there is only one supplier that can't meet demand for subscribed electricity? Will	Each Participant will receive a proportionate share of the actual output of all projects that are built. As projects are expected to achieve

<table>
<tr><td>supply be prorated among participants or be on a first come first served basis?</td><td>commercial operation between 2027-28, each Participant will receive a share of the total until such time that all projects are built, and Participants are receiving their subscribed electricity amount.</td></tr>
<tr><td>What are the program terms and conditions? And why are they not included in the Agreement?</td><td>The program terms and conditions will be developed by NSPI in collaboration with Participants. These are not legal terms but are process oriented and focused on the functional day-to-day operation of the program. Please see below information for more details.</td></tr>
<tr><td colspan="2">Nova Scotia Power Inc’s Green Choice Program Terms and Conditions</td></tr>
<tr><td colspan="2">The Terms and Conditions provided by NSPI for the GCP will build upon the Agreement towards the more day-to-day operational function of the Program. The intent is to build these with Participants to ensure they are valuable. At this time, we anticipated the following items to be included in the terms and conditions for the program; however, this is not an exhaustive list and is still in early stages of development.

Process, procedures, and timelines for:
- Reallocation of subscribed electricity available to Participants
- Renewable Energy Certificates Reporting and Retirement
- First offer of purchase, along with mechanisms for establishing costs, if there are excess RECs
- Communications as required within the program and Agreement
- Reporting
- Amendments
- Program reduction limits and any potential impact to Participant’s future program subscription
- Assignments/Transfers
- Information or evidence required to support extension request for Anticipated Subscribed Electricity
- Adding Anticipated Subscribed Electricity to list of Service Locations
- Notifications
- Termination
- Dispute resolution
- Bankruptcy and insolvency</td></tr>
<tr><td colspan="2">Article 2 - Definitions</td></tr>
<tr><td>In the definition of Participant’s Proportionate Share, why is it based on the expected vs. actual net output?</td><td>The Participant will be allocated electricity under the Green Choice Program based on expected net output of the GCP Portfolio. NSPI would like to ensure that the share is based on the expected net output as the actual Net Output can vary significantly from day to day.</td></tr>
<tr><td colspan="2">Article 5 - Subscription</td></tr>
<tr><td>Regarding article 5.4, is the 15% reduction intended to be the cap, or after 3 years is it intended it could be reduced more?</td><td>Yes, the reduction is capped at 15%. This is to minimize the administrative burden of having to consistently re-allocate significant portions of electricity within the program.</td></tr>
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	NRR will consider any other conditions that may apply to reduce administrative burden.
Article 5.6, line items 233-235 reference the Nova Scotia Power Inc's Green Choice Program Terms and Conditions but Section 16 of the Green Choice Program Regulations does not deal with an increase to Subscribed Energy so we are curious as to how this process will work?	The process of requesting an increase to Subscribed Electricity will be detailed in the Program Terms and Conditions.
Is article 5.7 saying, the Participant must maintain a minimum of 10,000,000 kWh annually if any reductions exceed 15%? Does this also include a removal of a Service Location?	The 15% reduction includes removal of service locations and there are no requirements to maintain a minimum of 10,000,000 kWh annual consumption over the term of the Agreement should Participants drop below this threshold. This was an application requirement only.
What is the penalty prohibition? And why is it in the Agreement?	NRR will consider adjusting the wording to better reflect the intent of the clause in the Agreement. The intent is to deter Participants from consistently making changes to their electricity consumption which adds administrative burden to the Program. Participants who exceed the 15% threshold in section 5.4 will be subject to restrictions on future requests to re-allocate electricity.
Article 6 - Portfolio Production Threshold	
Reference to 6.1; Should NSPI be required to provide substitute RECs if the generation falls short of the contract amounts?	The Program requires that NSPI deliver RECs from the portfolio of projects selected as suppliers for GCP. NSPI will not provide RECs outside of those generated by the GCP Portfolio. Section 10.6 allows where there are additional RECs as a result of excess generation that exceeds the program capacity allocated to Participants, be made available on a first right of offer to Program Participants. If the Program falls short of the contracted amount, the Participants can choose to purchase RECs from other markets to address the gap in contracted amounts. These processes will be detailed in the Program Terms and Conditions.
Article 9 - Termination	
Under what conditions can a Participant request to terminate the Agreement?	A Participant can request to terminate the Agreement, at any time, for any reason, with 90 business days written notice.

What happens when I terminate my Agreement?	After following the proper notification procedures, the Terms and Conditions will include any additional processes and timelines to be followed. Participants will not be subject to the Green Choice Program Cost or Credit, nor will they receive any benefits from the program, such as RECs, as of the date of the termination.
Article 10 – Renewable Energy Certificates	
Will NSPI receive replacement RECs from the Solar Energy Providers in the case of underperformance? Should this be passed through to the Participants?	Participants will not be receiving replacement RECs in the case of underperformance. Nova Scotia does not have a REC market. Renewable energy generation and attributes from other programs or for all customers are not available for purchase. If Participant's are looking to purchase RECs outside of GCP, they will need to look to other electricity markets.
Which internationally recognized organization would register and retire RECs under this program?	Midwest Renewable Energy Tracking System (also known as M-RETS) is the vendor that NSPI will be using to register and retire RECs across all programs. More information can be found on their website www.mrets.org
Does the REC retirement happen annually.?	In accordance with the GCP Regulations, the RECs are required to be retired annually at a minimum; however, in practice they will be retired monthly. Participants should have them in time for their annual reporting requirements for carbon accounting.
How would Participants claiming specific megawatt-hours of clean energy - for example for Scope 2 GHG emission reporting - does not conflict with NSPI claiming the same megawatt-hours of clean energy for their own purposes? Specifically, this clarification should make clear how both claims do not lead to double counting of the clean energy.	Government does not require NSPI to produce or collect RECs as part of its compliance. NSPI must supply its customers with 80% renewable electricity to meet its compliance standard for 2030, as per s.6B Renewable Electricity Regulations. For clarity, RECs registered and retired on behalf of GCP Participants will allow GCP Participants to make credible claim. The provisions in Section 10.4 were incorporated by reference to the Board-approved Participant Agreement for the Commercial Net Metering Program (see UARB decision under **M10872**), here: https://uarb.novascotia.ca/fmi/webd/UARB15
What is the cost to purchase excess RECs and when will this be known?	This process will be outlined in the Program Terms and Conditions and the cost is not yet

	known but anticipated to be based on market values.
What is the definition of Vintage?	The Vintage of a REC is the year of generation. M-RETS will state the month and year of generation on each REC.
Article 11 – Assignment or Transfer	
Should there be a requirement that the assignee taking over the Participant Agreement has assumed ownership or control over the Participant's Service Location? Can these Agreements be severed from the load locations that they serve?	Yes, some proof of ownership or transference of control will be required as part of the assignment. Further details to be included the Program Terms and Conditions.
Article 13 - Reporting	
What elements, if any, of the reporting described in this section will be made public in reference to article 13.1?	The intention is to not make any specific Participant details of the reports public; however, summaries or aggregate information may be public. In addition, government of Nova Scotia would need to comply with any freedom of information legislation.