

NOVA SCOTIA RATE BASE PROCUREMENT REQUEST FOR PROPOSALS

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BY: CustomerFirst Renewables, the Procurement Administrator

ON BEHALF OF: The Province of Nova Scotia

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1. INTRODUCTION

1.1 PURPOSE

The Rate Base Procurement (“**RBP**”) aims to attract Renewable Low-Impact Electricity solutions in Nova Scotia through a competitive Request for Proposal (“**RFP**”). The Procurement Administrator (“**PA**”) will administer an RFP process to procure a target of 1,100 gigawatt hours per year (“**GWh**”) of Renewable Low-Impact Electricity with an energy source of wind or solar from Independent Power Producers. The goals of the RFP are to (1) ensure a fair, transparent, and competitive procurement, and (2) select one or more Proposals for Renewable Low-Impact Electricity generated by solar or wind that provide the best value for Nova Scotia Power Inc. (“**NSPI**”) electricity ratepayers.

Renewable energy development offers significant economic benefit opportunity to many rural areas in Nova Scotia and significant advancement towards achieving greenhouse gas emissions reductions. Once the Project(s) are operational, the RBP is anticipated to help achieve the Province’s Renewable Electricity Standard of 80% by 2030 and support the Province’s goal of achieving a 53% reduction in greenhouse gas emissions by 2030 and net-zero by 2050.

1.2 THE PROCUREMENT ADMINISTRATOR

The Province of Nova Scotia has appointed CustomerFirst Renewables (“**CFR**”) as the PA to carry out the third-party administration of the RFP. The PA will administer this RFP in accordance with the Regulations and will determine which Project(s) provide(s) the best value for NSPI ratepayers as defined by the criteria in this RFP. The criteria were developed in consultation with the Province of Nova Scotia, the Proponents, and the broader stakeholder community. At the conclusion of the RFP process, the PA may award one or more Selected Proponents with an opportunity to execute a power purchase agreement for eligible Renewable Low-Impact Electricity with NSPI (the “**Agreement**”).

CFR is an independent advisor that partners with impact-oriented clients to develop actionable strategies, procure tailored energy and water solutions, and optimize performance over time. Since 2010, CFR has grown its team and client base, accumulating a track record for securing high-impact solutions. In 2020 alone, its clients transacted on over 1.1 gigawatts (GW) of renewable energy off-take.

To support the design of an RFP process that will meet the PA’s objectives, the PA has presented public [webinars](#), released draft RFPs, solicited written feedback, updated frequently asked questions, and considered all comments prior to issuance. Members of the Proponent community, the Nova Scotia Department of Natural Resources and Renewables, other government agencies within the Province of Nova Scotia, and others participated in these activities leading up to the RFP’s issuance.

1.3 PROPONENTS

1.3.1 PROPONENT REQUIREMENTS

Proponents will have to qualify as an Independent Power Producer if it becomes the Selected Proponent. The Proponent is responsible to develop, finance, own and operate the Project. The Proponent must have a Controlling interest in the Project at the time of submitting the Proposal and at the time that an Agreement is executed. Furthermore, a Public Utility must not be the legal or beneficial owner, whether directly or indirectly, of more than 49% of all or any part of the Project and must not otherwise be entitled to more than 49% of revenues

under the Agreement or deriving from the Project (whether by contract or as fees, interest, distributions, security or otherwise).

1.3.2 PROJECT TEAM & KEY PERSONNEL

Proponents must identify a “**Project Team**” consisting of:

- a. the Proponent; and
- b. all Persons (including equity partners named in the Proposal and Key Personnel):
 - i. involved in the preparation and delivery of the Proposal;
 - ii. intended to be assessed on either the Minimum Criteria or Scored Criteria; and
 - iii. should include technical, financial and legal advisors, and resource assessment consultants (including the Qualified Meteorologist) but shall not include any lenders or any technical or legal advisors to such lenders.

1.3.3 PRIMARY & SECONDARY CONTACTS

On the Notice of Intent to Bid, the Proponent must designate a primary and secondary contact to whom all communications related to the RFP will be directed. The primary and secondary contacts must also be listed as Key Personnel. Only the primary contact will have an account to access the information sharing platform and will be responsible for following the instructions provided by the PA to set up that account.

1.3.4 REGISTRY OF JOINT STOCK COMPANIES

Nova Scotia law requires all businesses operating within the province to register with Nova Scotia’s Registry of Joint Stock Companies (with some exceptions for New Brunswick businesses that are registered with the New Brunswick Corporate Affairs Registry). Proponents are required to provide evidence of good standing within the Registry of Joint Stock Companies, or a plan to register with the Registry of Joint Stock Companies if they become the Selected Proponent. Proponents must register to conduct business in Nova Scotia prior to the interconnection of the Project. For the avoidance of doubt, the status of a Proponent’s business registration does not preclude the submission of a Proposal in response to this RFP and no points will be awarded based on a Proponent’s registration status.

1.4 AWARD OBLIGATIONS

At the conclusion of the RFP process, the PA may award, at its discretion, one or more Selected Proponents, if any, with an opportunity to execute the Agreement. The expectation is that the Project Team identified in the Proposal will carry out the obligations set out in the Agreement. The standard form Agreement, prepared by the PA in consultation with NSPI, is undergoing approval by the Utility and Review Board (“**UARB**”). It will be released as an Addendum and added to Appendix 8.1, once approved.

2. RFP PROCESS

2.1 SUMMARY

The RFP will be released on the RFP Date of Issuance, after which Proponents will have a minimum of 60 Business Days to prepare a Proposal (see Section 2.5.1). Proponents must submit a Notice of Intent to Bid and a fee by the Notice of Intent to Bid Deadline for the Proposal to be considered (see Section 2.5.4). Proposals will be evaluated in two phases. In the first phase, the PA will screen Proposals to ensure that the Minimum Criteria are satisfied.

In the second phase, the PA will evaluate the Scored Criteria using the rubric provided in Section 6. The sum of Scored Criteria for each configuration produces a “**Configuration Score**”. Each Proposal configuration may receive a maximum Configuration Score of 100 points. After both phases of the evaluation are complete, the PA will identify a portfolio of Projects to be shortlisted and that will advance in the RBP process (the “**Shortlist Portfolio**”). Proponents that have submitted a Proposal included in the Shortlist Portfolio (a “**Shortlisted Proponent**”) will be invited to participate in an interview with the PA. After interviewing and evaluating their Proposals, the PA may award, at its discretion, one or more Selected Proponents with an opportunity to execute the Agreement.

2.2 COMMUNICATIONS

2.2.1 INFORMATION SHARING BY THE PA

The PA will be responsible for communicating updates on the RFP to Proponents. Updates may include but are not limited to:

- a. periodic responses to frequently asked questions;
- b. updated drafts of the RFP;
- c. announcements of any relevant webinars; and
- d. the release of Addenda.

These updates will be communicated through the following streams:

- a. via the [RBP website](#), where:
 - i. the PA will post all updates to the [Updates](#) tab;
 - ii. the PA will post updated responses to FAQs to the [Proponent FAQ](#) tab; and
 - iii. the PA will post the RFP and associated documents including Addenda to the [RFP](#) tab; and
- b. via email, where the PA will maintain mailing lists and will notify lists with relevant updates.

To be added to the mailing list, please contact the PA directly at novascotia@customerfirstrenewables.com.

The PA reserves the right, at its discretion, to make changes to this RFP and any related documentation in accordance with Section 2.10, including changes that reflect questions and comments received from interested parties. Interested parties should promptly review all such documentation and should report any errors, omissions, or ambiguities to the PA at novascotia@customerfirstrenewables.com.

2.2.2 INQUIRIES AND COMMENTS

The PA invites questions and comments regarding the RFP process until the Notice of Intent to Bid Deadline. After the Notice of Intent to Bid Deadline, only Proponents will be permitted to ask questions in connection with the RFP and will be permitted to do so until the Inquiries Deadline. All communications must be directed to the PA email address at novascotia@customerfirstrenewables.com. **The PA will not respond to questions or comments submitted to any other e-mail address or by any other means of communication (e.g., fax, phone calls or voicemail messages, mail, courier, social media, etc.).** Please allow up to two Business Days for the PA to acknowledge receipt of the question and to either provide a response or an estimate of additional time required to provide a response. In keeping with principles of fairness, transparency and competitiveness of the RFP process, inquiries and comments received by email may be posted on the website with the PA’s response, but the identity of any party making such inquiry or comment will be withheld.

2.3 DUE DILIGENCE BY PROPONENTS

Proponents are required to conduct their own due diligence in relation to all aspects of this RFP and the RBP, including in the preparation and delivery of their Proposal. Proponents are responsible for carrying out any independent investigations, surveys, and studies that they consider appropriate in connection with satisfying their due diligence responsibilities, at their own cost. Proponents are expected to review public resources to inform their Proposal, including those provided in Appendix 8.3.

2.4 PROPOSALS

A Proposal must contain a minimum of one and a maximum of three Project configurations. In addition, a Proponent may submit no more than one Proposal (with a maximum of three configurations) for one or more proposed Projects that share part or all of a Site. For the avoidance of doubt, a Proponent may not submit a second Notice of Intent to Bid form and Proposal for a proposed Project that is intended to be located on a Site that partially or fully overlaps with the Site described in another Proposal submitted by the same Proponent. Further, if multiple Proponents seek to use the same Crown land, only one configuration per Site is eligible to become the Selected Proposal.

A complete Proposal consists of the following documents:

- a. a Proposal Completion Checklist; and
- b. for each configuration:
 - i. a Configuration Form (including any Appendices and supplementary files); and
 - ii. a Configuration Spreadsheet.

2.5 PROPOSAL SUBMISSION PROCESS

2.5.1 MILESTONES & TIMELINE

The following timeline sets out the schedule of milestone dates and timelines in this RFP process. All times provided are in Halifax time.

RFP MILESTONE	DATE
Expression of Interest Deadline	December 1, 2021
RFP Date of Issuance	February 11, 2022
Notice of Intent to Bid Deadline	March 14, 2022 (20 Business Days after the RFP Date of Issuance)
Inquiries Deadline	April 20, 2022 (15 Business Days before the Proposal Submission Deadline)
Proposal Submission Deadline	May 11, 2022 (The later of: (a) 60 Business Days after the RFP Date of Issuance; or (b) 20 Business Days after either: (i) the last Interconnection Feasibility Study included in Expression of Interest form has been completed; or (ii) the Agreement has been approved by the UARB.)

RFP Evaluation Period	The 40 Business Days following the Proposal Submission Deadline
RBP Shortlist Portfolio Notification Date	July 7, 2022 (40 Business Days after the Proposal Submission Deadline)
Shortlist Portfolio Interview Period	Within 15 Business Days after the RBP Shortlist Portfolio Notification Date
RBP Portfolio Notification Date	August 18, 2022 (15 Business Days after the Shortlist Portfolio Interview Period)
Delivery of Final Report on RFP	Within 60 days after the RBP Portfolio Notification Date
Target Agreement Execution Period	Within 40 Business Days after the RBP Portfolio Notification Date
Request for Debriefing Deadline	7 Business Days after the later of: (a) the date whereby each Selected Proponent has executed the Agreement; and (b) December 31, 2022

The PA reserves the right to amend the above timelines in the RFP, including to accelerate or postpone any of the dates, or add, eliminate, or re-order any of the steps. The PA will notify Proponents of any amendments to the above timelines via the RBP mailing list and by posting an update to the RBP website.

2.5.2 EXPRESSION OF INTEREST DEADLINE

Prospective Proponents were encouraged to submit an Expression of Interest form to the PA via email to NovaScotia@customerfirstrenewables.com before midnight on the Expression of Interest Deadline. The Expression of Interest form was non-binding and was not a requirement to participate in the RFP. However, the Expression of Interest form is a necessary step for Proponents who wished to:

1. review the draft terms attached to the Canada Infrastructure Bank (“**CIB**”) draft Royalty and Contribution Agreement in advance of the RFP Date of Issuance; and/or
2. have a minimum of 20 Business Days between the receipt of an Interconnection Feasibility Study (from an Interconnection Request that the System Operator has determined is valid as of October 15, 2021), and the Proposal Submission Deadline.

For the avoidance of doubt, a prospective Proponent that did not submit an Expression of Interest may still submit a Notice of Intent to Bid. In addition, the information submitted on an Expression of Interest may be changed prior to the Notice of Intent to Bid Deadline. The PA will use the Interconnection Request number provided by prospective Proponents in their Expressions of Interest to track the status of Interconnection Requests for the purpose of releasing this RFP.

2.5.3 RFP DATE OF ISSUANCE

The RFP Date of Issuance is the date the RFP is uploaded to the RBP website on the RFP tab. Prospective Proponents will be notified of the RFP Date of Issuance at least five days in advance, on the RBP website and via email.

2.5.4 NOTICE OF INTENT TO BID DEADLINE

Prospective Proponents are required to submit the Notice of Intent to Bid for each Proposal by the Notice of Intent to Bid Deadline.

2.5.4.1 Notice of Intent to Bid

Prospective Proponents must submit the completed Notice of Intent to Bid form(s) to the PA via email to NovaScotia@customerfirstrenewables.com before midnight on the Notice of Intent to Bid Deadline to become a Proponent. Proponents may change the information contained in their Notice of Intent to Bid. Within one week of the Notice of Intent to Bid Deadline, the PA will share a link with the Proponent to create a password protected account to log-in to the information-sharing platform where Proponents will be required to upload all Proposal materials.

2.5.4.2 Notice of Intent to Bid Fee

Proponents must pay the Notice of Intent to Bid fee of \$5,750 by the Notice of Intent to Bid Deadline for each Notice of Intent to Bid form that it submits. The Notice of Intent to Bid fee is payable by either a certified cheque or bank draft to the Nova Scotia Minister of Finance and Treasury Board. Payment must be dated on or before the Notice of Intent to Bid Deadline and received by the NRR no later than five Business Days after the Notice of Intent to Bid. Proponents must send payment for the Notice of Intent to Bid fee by registered mail or courier to the c/o NRR, at the following address:

1690 Hollis Street PO Box 2664
12th Floor Joseph Howe Building
Halifax, NS B3J 3P7
Attention: David Miller

The Notice of Intent to Bid fee is **non-refundable** unless the RFP process is cancelled. For the avoidance of doubt, the Notice of Intent to Bid fee will not be refunded to Proponents that do not submit a Proposal or to Proponents that do not become a Selected Proponent.

2.5.5 INQUIRIES DEADLINE

Proponents will be permitted to ask questions to the PA up until the Inquiries Deadline (see Section 2.2.2.).

2.5.6 PROPOSAL SUBMISSION DEADLINE

Prospective Proponents will have the opportunity to complete and deliver their Proposal from within one week of the Notice of Intent to Bid Deadline until the Proposal Submission Deadline. Proponents must submit completed Proposals before midnight on the Proposal Submission Deadline. Proponents may edit or withdraw the information submitted on the information sharing platform until the Proposal Submission Deadline. Proposals shall be irrevocable in the form submitted by the Proponents following the Proposal Submission Deadline. After the Proposal Submission Deadline, the PA will disable the capability for Proponents to submit, withdraw or edit Proposals on the information sharing platform. Other than changes or additions made in accordance with Section 4.1 or Section 2.5.8, Proponents will not have the opportunity to make any additions or changes to their Proposals and related materials after the Proposal Submission Deadline, and any proposed additions or changes will not be considered as part of their Proposal.

2.5.7 SHORTLISTED PROPOSAL NOTIFICATION DATE

Proponents that have submitted a Proposal will be evaluated by the PA, who will generate a Configuration Score for each configuration. The PA will use the single highest Configuration Score per Proposal to compile a list of Shortlisted Proposals. Proponents will be notified if they have been selected as a Shortlisted Proponent by the Shortlisted Proposal Notification Date.

2.5.8 SHORTLIST PORTFOLIO INTERVIEW PERIOD

Proponents selected as Shortlisted Proponents will be invited to participate in an interview with the PA during the Shortlisted Proponent Interview Period. The purpose of the interview is to provide the PA with an opportunity

to (1) further assess the strengths and risks associated with the Proposal, and (2) to develop confidence in the Proponent's ability to construct, develop and operate the Project in accordance with the Agreement. During the interview, each Proponent will have an opportunity to present on their Proposal and development capabilities for no more than 30 minutes. The PA will then have the opportunity ask questions in respect of the Proposal for a maximum of one hour. The PA will provide the Proponent with some of those questions three Business Days in advance of the interview. For the avoidance of doubt, the interview questions are not limited to the questions shared with the Proponents in advance of the interview. In addition, prior to and after the interview, the PA may request additional materials from the Proponent to be included in the Proposal to assist it in conducting the evaluation.

2.5.9 RBP PORTFOLIO NOTIFICATION DATE

On the RBP Portfolio Notification Date, the PA will aim to notify the Selected Proponent(s), if any, that their Proposal(s) have been selected for the RBP portfolio. The PA will also notify NSPI and each Proponent of the Selected Proposals no later than seven days after selecting the Selected Proponents.

2.5.10 DELIVERY OF FINAL REPORT ON THE RFP

The PA is required by the Regulations to provide a final report on the RFP to the Minister of Natural Resources and Renewables within 60 days after the PA provides the notification referred to Section 2.5.9. The report will contain, the Energy Rate, name plate capacity, Energy Bid, and the net capacity factor of the Selected Proposal(s), in addition to all other required information pursuant to the Regulations.

2.5.11 REQUEST FOR DEBRIEFING DEADLINE

Any Proponents other than a Selected Proponent may attend a debriefing with the PA. Such Proponents that wish to hold a debriefing shall provide a written request to the PA no later than the Request for Debriefing Deadline. Proponents that have met these requirements will have the opportunity to attend debriefings with the PA after the Agreement(s) with Selected Proponent(s) have been executed. The PA will share additional information with Proponents on the timing and scheduling of a debriefing after they have submitted a request.

The sole purpose of the debriefing is to provide information to the Proponent to improve its bids in future procurements. The PA will not disclose any confidential information (in accordance with Sections 2.8 and 2.9) to the Proponent during the debriefing, including information in connection with Proposals submitted by other Proponents. The debriefing is not available for the purpose of providing an opportunity to challenge the PA's evaluation of any Proposal. The debriefing is for informational purposes only and is for the sole benefit of the Proponent. **The Proponent agrees that the PA will not be liable or responsible for any loss, cost, damages, expenses, or inconvenience which may result from anything done (or communicated) or omitted to be done (or communicated) during the debriefing.**

2.5.12 TARGET AGREEMENT EXECUTION PERIOD

The Target Agreement Execution Period represents the period whereby the PA anticipates that the Selected Proponent(s) and NSPI will execute the Agreement.

2.6 CHANGES TO PROPOSAL

See Section 2.5.6 for the requirements relating to changing previously submitted to Proposals.

2.7 FEDERAL FUNDING

Proponents are encouraged to explore all federal funding opportunities to make their Energy Rate more competitive, including through Natural Resources Canada's ("NRCan") Smart Renewables Electrification Pathways Program ("SREPs") and the Canada Infrastructure Bank ("CIB").

2.7.1 SREPs FUNDING

Only proposed Projects that have secured a Conditional Approval from NRCAN for the SREPs prior to the Proposal Submission Deadline are eligible to include SREPs funding as part of the Proposal. See Section 6.2.2 for more details.

2.7.2 THE CIB ROYALTY AND CONTRIBUTION AGREEMENT

Proponents may seek to utilize the Royalty and Contribution Agreement between the Proponent and the CIB. The Royalty and Contribution Agreement will be released as an Addendum to the RFP and added to Appendix 8.11. See Section 6.2.2 for more detail.

2.8 PROPOSAL DISCLOSURE

By submitting a Proposal in response to the RFP, a Proponent is signaling its consent that the PA may disclose, as it determines appropriate, all or part of that Proposal on a confidential basis to the Government of Nova Scotia, the UARB, the PA's counsel, other advisors retained by the PA or the Government of Nova Scotia for the purpose of preparing or administering this RFP, and, if the Proponent has applied or has indicated that it will apply for federal funding or financing in connection with its Proposal, to the CIB. Without limiting the generality of the foregoing, the PA may disclose any information provided in a Proposal that is necessary for the purposes of preparing the final report on the RFP for the Minister of Natural Resources and Renewables.

Further, in a public release, which may be made in respect of one or more Selected Proposals, the PA may disclose the name of the Selected Proponent(s), the name, location, fuel type and technology of the Facility(ies) associated with each Selected Proposal, the sum of the Energy Bid, and the average of the Energy Rate included in such Selected Proposal(s).

Notwithstanding any provision of this RFP, the PA shall not disclose any Proposal or any information contained in a Proposal to NSPI unless:

- a. after the Proposal in question is selected as the Selected Proposal, the PA, acting reasonably, determines that the disclosure of such information contained in the Proposal is necessary for NSPI to execute or administer the Agreement; in which case, for the avoidance of doubt, the PA will disclose no more information than what is necessary to accomplish the purpose of such disclosure;
- b. the information has already been released publicly as described above or is otherwise available to the public; or
- c. such disclosure is required by Laws and Regulations.

2.9 CONFIDENTIALITY AND PRIVACY

All information provided by or obtained from the PA in any form in connection with this RFP process other than through the website is the sole property of the PA and the information must be treated as confidential by the Proponent, and:

- a. shall not to be used for any purpose other than replying to this RFP;
- b. shall not be disclosed by the Proponent without the prior written authorization of the PA; and
- c. shall be returned by the Proponent or third party, as applicable, to the PA immediately upon request of the PA.

A Proponent shall treat its Proposal as confidential until the conclusion of the RFP and until the selection of the Selected Proposal(s), if any, has been publicly announced. Until such time, a Proposal must not be disclosed by the Proponent without the prior written authorization of the PA.

By submitting a Proposal, a Proponent authorizes the PA to collect, use and disclose any personal information contained in the Proposal for the purposes of evaluating Proposals and to store that personal information by the

PA outside of Canada. The PA shall not use any personal information contained in a Proposal for any other purpose unless otherwise authorized by law or with the express consent of the individual. Under the privacy provisions of the [Freedom of Information and Protection of Privacy Act](#) (Nova Scotia) individuals have the right to protection of, and access to, their personal information.

All information provided to the PA in any form in connection with this RFP (including the Proposal) may be subject to and may be collected, used, and disclosed in accordance with the *Freedom of Information and Protection of Privacy Act* (Nova Scotia) and the [Personal Information International Disclosure Protection Act](#) (Nova Scotia). If a Proponent wishes to assert that certain portions of the Proposal contain propriety or confidential information, the confidentiality of which is to be maintained by the PA, the Proponent shall clearly label all those portions of the Proposal materials they seek to be treated as confidential as “Confidential” and provide a written explanation that supports why this information is considered confidential. If no corresponding information is identified as “Confidential”, the Proponent will be deemed to have certified to the PA that no portion of the Proposal contains proprietary or confidential information for which confidentiality is to be maintained by the PA. For the avoidance of doubt, despite the Proponent making certain portions of the Proposal as “Confidential”, the PA may be required to disclose some or all of that information where that information is not protected from disclosure under the *Freedom of Information and Protection of Privacy Act*, *Personal Information International Disclosure Protection Act*, or other applicable legislation.

The PA shall not be required to maintain the confidentiality of any such information that:

- a. is or becomes generally available to the public without fault or breach on the part of the PA or its advisors of any duty of confidentiality owed by the PA and its advisors to the Proponent or to any third party;
- b. the PA or its advisors can demonstrate had been rightfully obtained by the PA or its advisors, without any obligation of confidence, from a third party who had the right to transfer or disclose such information to the PA or its advisors free of any obligation of confidence;
- c. the PA or its advisors can demonstrate had been rightfully known by or in the possession of the PA or its advisors at the time of disclosure, free of any obligation of confidence when disclosed; or
- d. has been independently developed by the PA or its advisors.

2.10 ADDENDA

This RFP may be amended by Addenda at the PA’s discretion. If the PA chooses to include additional information to the RFP or make any other changes to the RFP, such information or changes will be communicated by posting an Addendum on the “RFP” tab on the RBP website. Each Addendum may contain important information, including significant changes to the RFP. Addenda will be shared with Proponents under the framework described in Section 2.2.1. Proponents are responsible for monitoring the [RBP website](#) as often as is necessary to ensure that they obtain all the Addenda to this RFP and other notices issued by the PA, from time to time.

3. INTERCONNECTION & ANCILLARY SERVICES

The [NSPI Generation Interconnection Procedures](#) (“GIP”) outline the procedures – administered by the System Operator– for processing an Interconnection Request pertaining to a Facility. Proponents are expected to meet all obligations provided by the GIP, including the requirements to provide payment for applicable fees and deposits.

3.1.1 NOVA SCOTIA TRANSMISSION NETWORK

The Transmission System is characterized by its east-west radial nature. The “backbone” of the Transmission System is comprised of 345kV lines from Woodbine to Lakeside, with interconnections at Hopewell and Onslow. This backbone is reinforced by 230kV systems (two lines from Lingan to Port Hastings, and three lines from Port Hastings to Brushy Hill via Onslow) as well. Major generation centers are connected in the east-end of the system at Lingan, Point Aconi and Point Tupper (all primarily coal-fired) and Wreck Cove (hydro). In addition, the converter station at Woodbine injects energy transmitted from Newfoundland via the Maritime Link HVDC

interconnection. The major load center is the Halifax metropolitan area. The western part of the province requires more electricity than is currently produced in the region. A map of the Transmission System is presented in Appendix 8.9.

As a member of the Northeast Power Coordinating Council (“**NPCC**”), NSPI is required to ensure that the NSPI bulk power system is designed and operated according to the standards and criteria of both NPCC and the North American Electric Reliability Corporation.

3.1.2 COMPENSATION FRAMEWORK FOR CURTAILMENT

A Proponent may select Energy Resource Interconnection Service (“**ERIS**”), Network Resource Interconnection Service (“**NRIS**”), or both as part of the Interconnection Request process. Proponents that are in the RBP portfolio and execute the Agreement and that select NRIS for their Project (excluding Proponents that have selected the Congestion Management Alternative) will be provided compensation for curtailment in accordance with application provisions of the Agreement and the [Generator Interconnection Agreement](#) (“**GIA**”).

3.1.3 COST RESPONSIBILITY FOR INTERCONNECTION AND NETWORK UPGRADES

The cost responsibilities for interconnection are outlined in Article 11 of the GIA. Proponents (in their capacity as Interconnection Customers) are responsible for all costs associated with Interconnection Facilities, including but not limited to the construction, installation, and operation of such interconnection. Interconnection Customers’ Interconnection Facilities and Transmission Providers’ Interconnection Facilities are to be, among other things, constructed and operated at the sole expense of the Proponent. Unless NSPI or the System Operator elects to fund the capital for Network Upgrades, the Proponent will be solely responsible for such funding. Under the GIA, the Proponent will generally be entitled to a cash repayment equal to the total amount paid to NSPI and the System Operator, if any, for Network Upgrades Costs, unless it elects the Forgo Network Upgrade Reimbursement Alternative (see Section 3.1.4.2.)

3.1.4 OPTIONS TO MITIGATE RISK OF SIGNIFICANT NETWORK UPGRADE COSTS

NSPI’s ratepayers will be paying for the energy delivered to NSPI under the Agreement(s) as well as Network Upgrade Costs that may be triggered by these Projects. There is a material risk that large generation development in Cape Breton and the Western Zone (the Western Zone being roughly the area between Kentville and Digby) could trigger costly Network Upgrades, the costs of would be borne by NSPI’s ratepayers. These locations are captured in Zones 1 and 5, as set out in Appendix 8.9. Programs are available to facilitate the participation from Proponents with Projects in Zones with the greatest risks of significant Network Upgrade Costs. Proponents for Projects located in Zone 1 (Cape Breton) or Zone 5 (Western) will be required to select either the Congestion Management Alternative or the Forgo Network Upgrade Reimbursement Alternative in their Proposals to become eligible become the Selected Proponent. Proponents that select the Congestion Management Alternative shall not select the Forgo Network Upgrade Reimbursement Alternative, and vice versa.

3.1.4.1 Congestion Management Alternative

Proponents with a Project with a Point of Interconnection located in Zone 1 or Zone 5 may elect the Congestion Management Alternative in their Proposals to assume congestion risks. Proponents that select the Congestion Management Alternative agree to be bound by applicable provisions of the Agreement, as described below.

Proponents for a Project with a Point of Interconnection located in Zone 1 or Zone 5 that wish to elect the Congestion Management Alternative will do so by indicating in their Proposal that they agree to pursue the Congestion Management Alternative and comply with the applicable provisions of the Agreement, which include:

- a. proceeding with both NRIS and ERIS for the System Impact Study under the GIP;
- b. acknowledging the right of NSPI to require the Proponent to pursue ERIS should specified Project-related Network Upgrade Costs exceed the relevant thresholds provided by the Agreement; and

- c. acknowledging that no compensation will be provided through the Agreement for curtailment due to congestion for Proponents that select this alternative.

3.1.4.2 Forgo Network Upgrade Reimbursement

Proponents may elect the Forgo Network Upgrade Reimbursement Alternative in their Proposals to assume the costs of Network Upgrades caused by their Project in consideration. Proponents with a Project with a Point of Interconnection located in Zone 1 or Zone 5 that wish to elect the Forgo Network Upgrade Reimbursement Alternative will do so by indicating in their Proposal that they agree to pursue the Forgo Network Upgrade Reimbursement Alternative and to comply with the applicable provisions of the Agreement, which include:

- a. acknowledging that they will assume the required Network Upgrade Costs;
- b. acknowledging that they will reimburse NSPI for any payments received for Network Upgrade Costs under the GIA; and
- c. acknowledging that they will provide additional Performance Security of \$50,000/MW of nameplate capacity of the Facility.

3.1.5 ANCILLARY SERVICES – UNDERFREQUENCY EVENTS

Nova Scotia has approximately 600 MW of installed wind generation capacity and off-peak loads of less than 700 MW in summer months, presenting a challenge to integrate variable output generation in certain hours. Facilities will be required to provide Ancillary Services under the circumstances provided by the [Transmission System Interconnection Requirements](#) ("TSIR") and GIP at their own expense. With respect to frequency response, NSPI has reviewed the historical frequency of underfrequency response events with internal experts, which has been showed to historically occur two times per year. NSPI estimates that underfrequency response events might increase to up to five events per year, depending on future system configurations. Proponents may choose to consider these costs when submitting their Energy Rates in their Proposals.

4. PROPOSAL EVALUATION

4.1 PROPOSAL COMPLETION

The PA will review Proposals for completeness and organization prior to evaluating RFP submissions by comparing the contents of the Proposal to the Proposal Completion Checklist. Proponents wishing to have their Proposals evaluated will be required to submit a complete and correctly organized Proposal by the Proposal Submission Deadline. However, if a Proposal is missing necessary information, the Proponent will be notified and will have 24 hours from the time it receives such notice to produce the missing information. If a Proponent is unable to produce the missing information within 24 hours of such time, it will not be eligible to participate in the RFP.

4.2 WINNOWING AND AWARD PROCESS

4.2.1 TARGET RBP PORTFOLIO SIZE

In order to meet the RBP's objective of procuring a minimum of 1,100 GWh of Renewable Low-Impact Electricity, the PA is aiming to procure a minimum of 1,200 GWh and a maximum of 1,500 GWh of eligible Renewable Low-Impact Electricity. This assumes a project attrition rate of ~10%. Further, to account for "lumpy" project sizes, the PA added an upper bound to the RBP Portfolio ~20% larger than the minimum size of the RBP Portfolio or 1,500 GWh.

The Scored Criteria are designed to ensure that the Proposals for Projects that provide the best value for Nova Scotians, assuming they meet the eligibility requirements, will become the Selected Proposals. However, if the PA determines that the submitted Proposals do not provide sufficient value for NSPI's rate payers, the PA reserves the right to reduce the size of the portfolio and/or to issue subsequent RFPs to meet the RBP portfolio,

pending guidance from the NRR.

4.2.2 SHORTLIST PORTFOLIO SELECTION

4.2.2.1 Minimum Criteria

Following the Proposal Submission Deadline, the PA will review the Proposals to determine whether they meet the Minimum Criteria. If a Proposal meets the Minimum Criteria, it may advance to the next stage of the evaluation where it will be evaluated under the Scored Criteria; if it does not, it is not eligible to be scored.

4.2.2.2 Scored Criteria

Eligible Proposals will be evaluated using Scored Criteria to produce a Configuration Score for each configuration. The PA will stack the highest scoring configuration for each Proposal that meets the Minimum Criteria based on the Configuration Score. From this stack, the PA will select the highest performing Proposals to fill a Shortlist Portfolio with up to 2,250 GWh (consisting of 1.5 times the upper bound of the RBP Portfolio). In situations where a Proposal contains more than one configuration or where a Proponent (or more than one Proponents who do not deal at Arm's Length) submits more than one Proposal for the same Site, the PA will only add the Energy Bid of the configuration with the highest Configuration Score to fill the Shortlist Portfolio, rather than the sum of the Energy Bids from all configurations. For the purposes of this Section, Sites included in a Proposal will be deemed to be the same if there is any overlap in the lands described as the Site. If there are not enough Proposals to fill a Shortlist Portfolio of 2,250 GWh, the Shortlist Portfolio will consist of all the Proposals that obtained the Minimum Criteria. Proponents will be notified of their selection as a Shortlisted Proposal by the Shortlisted Proposal Notification Date.

4.2.3 RBP PORTFOLIO SELECTION

4.2.3.1 Proponent Interviews

All Proponents with a Project in the Shortlist Portfolio will have the opportunity to attend an interview with the PA. A Proponent's presentation and responses during the interview will be considered in determining the Configuration Score. The process surrounding the Proponent interviews is described in Section 2.5.8.

4.2.3.2 Determine Selected Proponent(s) & Selected Proposal(s)

To select the RBP portfolio, the PA will stack the configurations for the Shortlisted Proposals from the lowest to the highest Configuration Score. From this stack, it will select the Projects with the highest Configuration Scores to fill a RBP portfolio between 1,200 to 1,500 GWh, or a reduced size in the appropriate circumstances. From the Shortlist Portfolio, the PA will not select the configuration with the highest Configuration Score in the event that the Energy Bid for that configuration exceeds the available portion of the RBP portfolio to be procured. The PA will select no more than one scoring configuration for each Proposal or for multiple Proposals that seek to use the same Site.

4.2.4 TIE-BREAKER MECHANISMS

When ranking Proposals, the PA will apply the following tie-breaker rules:

- a. In the event of a tie between one or more Proposals with the same Configuration Score under Section 6. (Scored Criteria), the PA will award the higher ranking to the Proposal with the higher score for Price (Section 6.1) to two decimal places as the first tiebreaker;
- b. In the event of a tie between one or more Proposals after the application of the first tiebreaker, the higher ranking will be awarded to the Proposal with the higher score for Ownership (6.4.1) as the second tiebreaker; and

- c. In the event of a tie between one or more Proposals after the application of the second tiebreaker, the PA will use the random number generator function in Microsoft Excel (RAND) to rank Proposals. The Proposal with the highest number will be the Selected Proposal.

5. MINIMUM CRITERIA

The following Minimum Criteria must be met for the Proposal to be scored.

5.1 PROPONENT REQUIREMENTS

Proponents must meet the requirements specified in Section 1.3.1. Proponents must include the following information in their Proposals:

- a. legal name of Proponent or expected legal name of Proponent;
- b. primary and secondary contact information
- c. Project Team, including the Project roles of members of the Key Personnel (see Section 1.3.2); and
- d. description of the corporate structure and ownership breakdown.

5.2 RENEWABLE LOW-IMPACT ELECTRICITY

The Proposal must be for a Renewable Low-Impact Electricity Generation Facility with an energy source of solar or wind. Proponents must include the following information in their Proposals:

- a. primary energy source for the Project's Renewable Low-Impact Electricity (i.e., solar or wind);
- b. high level Project summary;
- c. description of the Project; and
- d. description of Project's technical risks, including their estimated likelihood and mitigation measures.

5.3 NEW-BUILD OR EXPANSION

Each Project must be a New-Build or an Expansion. Proposals must indicate whether the Project is a New-Build or an Expansion.

5.4 CYBER SECURITY

Proponents must demonstrate that the cyber security strategy for the Project will apply best practices throughout the Project's life cycle and contribute to a more resilient grid in Nova Scotia. Proponents must include a cyber security strategy in their Proposals, including the following information:

- a. description of how the Proponent (or any future Project operator) will use cyber security tools and adhere to standards on security (e.g., data management, incident reporting, communication protocols, supply chains, sensor networks, servers and data analysis, and customer data privacy);
- b. cyber security measures and controls that will be used to mitigate cyber risks and help prevent, respond to, and recover from cyber incidents and threats, and relevant direct outputs and 'bigger picture' outcomes; and
- c. completion of the Canadian Cyber Security Tool, a virtual self-assessment for the organization's operational resilience and cyber security posture which must be from no earlier than January 1, 2020, and the results. If a Proponent is submitting multiple Proposals, it may include the same results for each of its Proposals.

5.5 INTERCONNECTION FEASIBILITY STUDY

Proponents must have completed an Interconnection Feasibility Study from the System Operator which was issued by the System Operator no earlier than January 1, 2020. The nameplate capacity of the Project must be between 40% and 100% of the nameplate capacity submitted in the Interconnection Feasibility Study as permitted under Section 4.4.1 of the GIP. Proponents must include the following information in their Proposals:

- a. Interconnection details;
 - i. Interconnection Request number; including
 - ii. whether the Interconnection Request is for ERIS, NRIS, or both;
 - iii. point of interconnection; and
 - iv. voltage of the interconnection;
- b. completed Interconnection Feasibility Study; and
- c. single-line diagram.

5.6 LOCATION

The Project must be physically located in Nova Scotia and intended to be connected to the Transmission System. For clarity, Facilities connected to the distribution network are not eligible to participate in the RFP. For clarity, the Project includes the Generating Facility (including Generation Equipment), the Interconnection Facilities (including Major Equipment to the point of interconnection), and access roads. Proponents must include the following information in their Proposals:

- a. latitude and longitude (in decimal degrees format) of the approximate center of the Facility;
- b. a scaled Site plan map and its relation to each of the following:
 - i. local communities;
 - ii. structures and occupied buildings;
 - iii. transportation facilities;
 - iv. proposed routes of access;
 - v. parks and protected areas; and
 - vi. water.
- c. a scaled Site plan map of the Site including individual and labeled Property Identifier(s) (PID) numbers, the Generation Facility, Interconnection Facilities to the point of interconnection, and access roads; and
- d. an outline and buildable area maps of the Project Boundary (shapefiles must include the following file extensions at a minimum: .shp, .shx, .dbf, and .prj). Access roads must use the line feature with proposed width.

Note: If any part of the Project Boundary is sited on Crown lands, Proponents were required to submit the data in Section 5.6 (e) as a part of the Preliminary Crown Land Desktop Scan. The Crown land in the Project Boundary in the Preliminary Crown Land Desktop Scan must be identical to the Crown land in the Project Boundary of the configuration included in the final Configuration Form submission.

5.7 PRICE

Proposals must include a fixed Energy Rate for the Agreement Term in \$/MWh to two decimal places. The Energy Rate must be equal to or less than \$58/MWh. Proposals with Energy Rates above \$58/MWh or that include an escalator will not be considered. See Section 6.1 for more detail.

5.8 COMMERCIAL OPERATION DATE

Proposals must include a scheduled Commercial Operation Date (“**COD**”) for the Project that must be on or before December 31, 2025, and a technically feasible plan to meet the scheduled COD. Proponents must include the following information in their Proposals:

- a. scheduled Project COD;
- b. Project timeline (which are encouraged to be presented in GANTT charts or other user-friendly formats), including:
 - i. a detailed timeline for the time period between the submission of the Proposal until the scheduled COD;
 - ii. key development milestones and dates for phases which include the Project’s design, procurement for Generation Equipment and key Major Equipment, major regulatory approval, permit milestones (see section 5.14.2), construction, and commissioning; and
- c. a description of the Project’s timeline risks, including assumptions for timing, the Proponent’s estimated likelihood of meeting the scheduled COD, and mitigation measures for risks to on-time completion.

5.9 ENERGY BID

The Project must supply energy for each year of the Agreement term. Proponents must include the following information in their Proposals:

- a. the Energy Bid for each 12-month period during the Agreement term for that reflects the total energy output at the probability of exceedance at 50% (P50);
- b. an 8760-hour production profile that reflects the energy output at the probability of exceedance at 50% (P50) and 90% (P90) using either:
 - i. the most representative year within the last 10 years (2012-2021); or
 - ii. a five-year average of estimated production between 2017 – 2021; and
- c. a brief description of how the 8760-hour production profile was created, including the year(s) used.

5.10 NAMEPLATE CAPACITY

Proposals must include the Project nameplate capacity and the net capacity factor for each configuration. The Project will not be considered if the nameplate capacity is greater than 100 MW at alternating current (AC) capacity. Solar projects must include both the direct current (DC) and AC capacities.

5.11 GENERATION TECHNOLOGY

Proponents must demonstrate that the Project will use generation technology that satisfies applicable certification requirements or that has been in commercial operation for three years (in accordance with the requirements below).

The generation technology must have received type certification or a suitability assessment by a reputable and internationally recognized body such as Det Norske Veritas (DNV, formerly DNV-GL), TUV Nord, DEWI-UL, or

another comparable, internationally recognized certifying body, and must have achieved the industry standard certification(s) under International Electrotechnical Commission (IEC) standards appropriate for the proposed technology and reflecting a minimum operational lifetime or design lifetime of at least 25 years. Generation technology that has begun the certification process as of the time the RFP but has not been in commercial operation for three years will satisfy this component of evaluation if the Proponent delivers a written statement signed by an authorized officer of the original equipment manufacturer of the generation technology that it reasonably expects to receive such certification by the scheduled Commercial Operation Date (see Section 5.8).

Changes to the generation technology will require approval by the PA during the RFP evaluation and award process or by NSPI during the Agreement negotiation process. The determination of whether to grant such approval will be subject to the discretion of the PA and NSPI, as the case may be, acting reasonably and in accordance with the requirements provided by the GIA and GIP, if applicable.

Proponents must include a description of generation technology in their Proposals, including the following information:

- a. proposed original equipment manufacturer and model for each unit;
- b. number of units;
- c. capacity of each unit (e.g., solar panel, wind turbine, etc.);
- d. technical characteristics (such as specification sheets and power curves) and technical standards; and
- e. evidence of one of the following:
 - i. type certification by a reputable and internationally recognized body; or
 - ii. written statement signed by an authorized officer of the original equipment manufacturer of the generation technology that it reasonably expects to receive certification by the scheduled COD.

5.12 PROCUREMENT & CONSTRUCTION

Proponents must demonstrate a plan to secure proven and effective procurement and construction contractors or service provider(s), to deliver and manage the Project's engineering, procurement and construction needs. Service provider(s) must demonstrate prior experience with similar projects (by reference to, among other things, type and size) involving a Renewable Low-Impact Electricity Generation Facility of the same type as the Facility.

Proponents must include a procurement and construction service plan in their Proposals that must include, at a minimum, the following information:

- a. a list of proposed service providers for procurement and construction related activities (e.g., engineering, procurement, construction), together with a summary of their relevant experience;
- b. a summary of the proposed service providers' prior experience constructing or procuring materials for the development of at least one Renewable Low-Impact Electricity Generation Facility of the same type as the Facility; and
- c. a description of the competitive process proposed to be used to obtain bids and cost assumptions for procurement and construction services.

5.13 O&M

Proponents must demonstrate a plan to secure proven and effective O&M service providers for the Project. Service providers, which may be the Proponent or a third-party provider, must demonstrate prior experience of at least five years of operating generation technology with similar projects (by reference to, among other things, type and size). The O&M provider must include 24/7 monitoring capabilities and must have the capabilities to allow the Proponent to meet its obligations under the Agreement.

Proponents must include an O&M service plan in their Proposals that must include, at a minimum, the following information:

- a. a list of proposed service providers for O&M related activities, together with a summary of their relevant experience;
- b. a summary of the proposed service providers' prior experience providing O&M for the development of at least one Renewable Low-Impact Electricity Generation Facility of the same type as the Facility; and
- c. a description of the competitive process proposed to be used to obtain bids and cost assumptions for O&M services.

5.14 VECs, EFFECTS MANAGEMENT, APPROVALS & PERMITS

Proponents must submit a Proposal that sets out a viable path to obtaining the required material approvals and permits by demonstrating:

1. that it has conducted the appropriate level of due diligence on the expected impact the Project will have on the environment, the Mi'kmaq of Nova Scotia, human health, socio-economic, cultural, historical, archaeological, paleontological, and architectural features; and
2. a clear understanding of which municipal, provincial, and federal approvals and permits (which may include Provincial and/or Federal Environmental Assessments) will be required to develop, construct, and operate the Project. For avoidance of doubt, these approvals and permits may or may not be associated with a VEC.

Proponents must include the following information in their Proposals:

- a. a complete and detailed VECs & Effects Management Table (see Appendix 8.6)
- b. supporting evidence for VECs & Effects Management Table, including but not limited to, the following:
 - i. a sound contour map showing sound levels in dBA at >40, >45, >50, >55 and >60 , and the locations of Generation Equipment (e.g., wind turbine locations) and residences on a scaled map. The methodology for producing the maps should adhere to the ISO 9613-2 standard for outdoor sound propagation; and
 - ii. if applicable, field investigations or field surveys; and
- c. a complete and detailed Approvals & Permits Matrix (see Appendix 8.7), containing:
 - i. all anticipated approvals or permits listed in the VECs & Effects Management Table; and
 - ii. any other necessary anticipated approvals or permits required by the Project (e.g., zoning permit, highway permits, etc.)

5.14.1 VECs & EFFECTS MANAGEMENT TABLE

Proponents must include a VECs & Effects Management Table (see Appendix 8.6) in their Proposal. As a guide to preparing the VECs & Effects Management Table, Proponents should use the [Guide to Preparing an EA Registration Document for Wind Power Projects in Nova Scotia](#) (the "EA Guide"). Proponents are expected use the following procedure when preparing the VECs & Effects Management Table:

- a. **Valued Environmental Components (VECs) and Effects Management Category:** Consult the EA Guide for guidance on each VEC.
- b. **Summary of Potential Impacts:** Conduct due diligence to assess the Project's potential impacts on each VEC. Summarize the extent to which each VEC is expected to be impacted by the Project and include supporting evidence.

- c. **Risk Assessment & Mitigation:** Identify and describe the risks associated with the VEC, if any. If there is an associated risk, explain the probability and magnitude of the risk, and provide a mitigation plan.
- d. **Anticipated Approvals or Permits:** Indicate “Yes” or “No”, as applicable, in response to the question whether there are any anticipated approvals or permits relevant to the VEC and Effects Management category. If “Yes,” list each approval and permit.

5.14.2 APPROVALS & PERMITS MATRIX

Proponents are expected use the following procedure when preparing the Regulatory Approval Risk Survey:

- a. **Anticipated Regulatory Approvals and Permits:**
 - i. include each of the anticipated approvals and permits identified in the VECs & Effects Management Table
 - ii. include any additional anticipated approvals and permits required to develop, construct, and operate the project;
- b. **Permit Type:** Identify the jurisdiction of the issuing authority for each anticipated approval and permit (i.e., a federal, provincial, or municipal government or agency).
- c. **Status and Path to Completion:** Describe the application status of each anticipated approval or permit, the actions the Proponent has taken at the time of submitting the Proposal, and the outstanding actions required to obtain the approval or permit.
- d. **Risk Assessment:** Classify the risk of failing to obtain anticipated necessary approvals or permits as required to meet the proposed COD as *low risk*, *medium risk*, or *high risk*:
 - i. *low risk* if the permit or approval is issued;
 - ii. *medium risk* if the Proponent can demonstrate an understanding of regulatory requirements and risks, a defined pathway to regulatory approval within the anticipated Project timelines, and a history of communication with governments and regulatory authorities and/or meaningful research on the requirements and timelines required to secure the necessary approvals and permits; or
 - iii. *high risk* if the Proponent fails to demonstrate that it has conducted meaningful research on the requirements and timelines required to secure the necessary approvals and permits or cannot demonstrate a defined pathway to obtaining approvals or permits. Indications that a Proponent is at *high risk* include but are not limited to:
 - the Proponent fails to contact the applicable governments and regulatory authorities to understand pathway to obtaining approvals and permits;
 - the Proponent fails to demonstrate understand the timelines, costs, or scope of work associated with obtaining the necessary approvals and permits; or
 - a conflict between the project plan and the outstanding requirements to obtaining approvals and permits.
- e. **Anticipated Risk Mitigants:** Identify anticipated internal and external risk mitigants that may be associated with approvals or permits.

5.14.2.1 Governing Bodies and Agencies

Solely for the convenience of the Proponents, the PA notes that approvals, permits, guidance, letters of authority, or other types of authorizations may be required from one or more of the following governing bodies and agencies:

- a. **Province of Nova Scotia**
 - Department of Natural Resources and Renewables

- Department of Fisheries and Aquaculture
- Department of Agriculture
- Department of Environment and Climate Change
- Department of Public Works
- Department of Municipal Affairs and Housing
- Department of Service Nova Scotia and Internal Services
- Department of Health and Wellness
- Department of L'nu Affairs
- Department of Communities, Culture, Tourism, and Heritage
- Nova Scotia Utility and Review Board
- Nova Scotia Museum

b. Government of Canada

- Environment and Climate Change Canada
- Impact Assessment Agency of Canada
- Fisheries and Oceans Canada
- Transport Canada

c. Municipal Governments

Requirements from municipal governments (including relevant by-laws) vary across municipalities. Proponents are expected to understand the specific by-laws of the relevant municipality relating to, among other things, Renewable Low-Impact Electricity Generation Facility development, noise, and municipal planning, including by-laws governing separation distances from habitable buildings (e.g. minimum distances from a proposed turbine).

Note: Proponents will be assessed on their engagement with municipalities in Section 6.3.1.

5.15 PROJECT RISK & MATURITY AND LOCAL ENGAGEMENT

Proposals must score a minimum of 1 point for each the following scoring categories as Minimum Criteria (to be eligible to become the Selected Proposal):

- a. Section 6.2.1 (*Resource Assessment*);
- b. Section 6.2.2 (*Financing Experience & Plans*);
- c. Section 0 (*Experience*);
- d. Section 6.2.5 (*Project Site*);
- e. Section 6.3.1 (*Engagement with the General Public*); and
- f. Section 6.3.2 (*Engagement with the Mi'kmaq of Nova Scotia*).

6. SCORED CRITERIA

After the PA concludes that a Proposal satisfies the Minimum Criteria, the PA will evaluate the Proposals using the Scored Criteria. Proponents that are eligible for points for a given scoring category will receive a single score (i.e., one numerical value based on a single row in the applicable evaluation rubric), not the cumulative value of the points for that scoring category. However, where the evaluation rubric for the applicable scoring category that allows for “Additional Point(s)” (e.g., see Section **Error! Reference source not found.**) the Proponent has the opportunity to be awarded the sum of the points and the additional points for that scoring category.

Scoring Category	Minimum Criteria?	Maximum Points
6.1 Price	Y	35
6.2 Project Risk & Maturity	Y	27
6.2.1 Resource Assessment	Y	6
6.2.2 Financing Experience & Plans	Y	6
6.2.3 Experience	Y	6
6.2.4 Environmental Risk	N	5
6.2.5 Project Site	Y	4
6.3 Local Engagement	Y	13
6.3.1 Engagement with the General Public	Y	10
6.3.2 Engagement with the Mi'kmaq of Nova Scotia	Y	3
6.4 Social & Economic Benefits	N	21
6.4.1 Ownership	N	13
6.4.2 Social Programs	N	4
6.4.3 Economic Benefits	N	3
6.4.4 Governance	N	1
6.5 Zone	N	4

TOTAL	100
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6.1 PRICE

To succeed in the *Price* scoring category, Proponents must include an Energy Rate in their Proposal. All Energy Rates must meet the criteria outlined in Section 5.7. The PA will evaluate each configuration contained in a Proposal as follows:

- 1) the PA will award 15 points to the highest Energy Rate configuration;
- 2) each Energy Rate below the highest Energy Rate, is eligible for a maximum of 20 additional points, allocated based on the percentile ranking of the Energy Rate. The PA will:
 - i. use the PERCENTRANK function in Microsoft Excel to establish a percentile value for each Energy Rate;
 - ii. subtract the percentile value from 1 to award the highest percentile to the lowest Energy Rate (inverse percentile); and
 - iii. multiply the inverse percentile value by 20 and round it to the nearest half point to determine the additional points.

For example:

- 1) The Energy Rate configuration (\$50/MWh) is below the highest Energy Rate and is awarded 15 points

- 2) The Energy Rate configuration is eligible for 20 additional points, allocated based on the percentile ranking of the Energy Rate:
 - a. The Energy Rate receives a PERCENTRANK output of 0.571 when compared to the lowest Energy Rate from each Proposal meeting the Minimum Criteria (see Section 5.7).
 - b. The percentile ranking output is subtracted from 1 to create an inverse percentile ranking ($1 - 0.571 = 0.429$)
 - c. This value is multiplied by 20 to calculate how many additional points are awarded ($.429 * 20$ points = 8.58). The number of points is rounded to the nearest half point ($8.58 = 8.5$ points)
- 3) The Proposal configuration receives 8.5 additional points
- 4) The Proposal configuration receives 23.5 total points for Price (15 points + 8.5 points)

For the avoidance of doubt, the lowest Energy Rate configuration received by the PA will be awarded 35 out of 35 points, and the highest Energy Rate will be awarded 15 out of 35 points for *Price*.

6.1.1 SCORED CRITERIA FOR PRICE

15 points	The Energy Rate is less than or equal to \$58.00.
Additional 0 to 20 points	Proposal configurations may receive up to 20 additional points based on the methodology described in Section 6.1.

6.2 PROJECT RISK & MATURITY

6.2.1 RESOURCE ASSESSMENT

Proponents must demonstrate a strong quantitative case that the Proposal's expected annual and lifetime Project output will perform as projected. The more rigorous the resource assessment and the more Onsite Wind Data or Onsite Solar Data (as each of those terms are defined below) that has been collected, the more confidence the PA will have that the Renewable Low-Impact Electricity resource assessment is accurate. All Proposals must provide:

- a. a current resource assessment, as specified in Section 6.2.1.1 for Wind Projects and Section 6.2.1.2 for Solar Projects; and
- b. a resume or short biography of the Qualified Meteorologist that has authored the resource assessment.

For the purposes of this RFP, "**Onsite Wind Data**" means data that is collected from a Meteorological Tower that is:

- a. located within the Project Boundary;
- b. within 5 km of the proposed Site in simple terrain;
- c. between 1 to 2 km of the proposed Site in moderate to complex terrain, if evidence of correlation is included in the resource assessment report; or
- d. if using operational turbine SCADA data, located within 2 to 3 km of the proposed Site; and
- e. meets one of the following criteria for height (meters) and devices to characterize the wind speed and wind flow:
 - i. 30 meters or higher and that has been co-located with remote sensing equipment (LIDAR or SODAR), for which the equipment has been calibrated. Evidence of equipment calibration must be included in the Resource Assessment report;

- ii. 50 meters or higher that has been co-located with remote sensing equipment (LIDAR or SODAR), for which the equipment has not yet been calibrated. Must include a minimum of two wind speed measurement heights, separated by at least 15 meters;
- iii. A minimum height coincident with or higher than the lowest measurement level of a vertically measuring co-located remote sensing equipment (LIDAR or SODAR) used in the acquisition of wind speed and wind direction at multiple levels, for which the equipment has been calibrated. Evidence of equipment calibration must be included in the Resource Assessment report; or
- iv. 50 meters or higher, a minimum of two wind speed measurement levels separated by at least 15 meters, and a minimum of a single wind vane (unless other meteorological towers on the Site have valid wind vane measurements).

For the purposes of this RFP, “**Onsite Solar Data**” means data that is collected from a Solar Meteorological Tower that is:

- a. located within the Project Boundary or within 1 km of the proposed Site in terrain that is similar to the buildable area and not impacted by existing objects (trees, near-by hills, existing structures, etc.);
- b. meets one of the following criteria for devices to characterize the solar irradiance and other meteorological characteristics:
 - i. at minimum a pyranometer instrument (of Class A standard) is measuring global horizontal irradiance between one-two meters height and has been co-located with a redundant (and similar) sensor for redundancy, for which the equipment has been calibrated. Evidence of equipment calibration must be included in the resource assessment report;
 - ii. if bifacial modules are contemplated an albedometer around 1.5 meter height (unobstructed) informs of albedo (ratio of upwards facing and downwards facing irradiance);
 - iii. includes the following additional equipment: thermometers (to measure the ambient temperature), anemometer (around 1.5-meter height), wind vane, humidity sensor, pressure sensor, and rain gauge; and
 - iv. the data must be transmitted through a quality data logger where it is monitored for outages and instrument data recovery rates.

6.2.1.1 Wind Projects

To succeed in the *Resource Assessment* scoring category, Proponents that are submitting Proposals for wind Projects must include a wind energy resource assessment report (also known as an energy yield analysis) produced by a third-party or Proponent personnel, which must contain the following information:

- a. metadata consisting of:
 - i. coordinates and metadata regarding Onsite Wind Data and reference measurement locations;
 - ii. confirmation of the availability of raw measurement data from each measurement location and reference data (which must be produced upon the PA’s request);
 - iii. description of type of data (i.e., if long-term reference data such as from climatic weather stations or re-analyses such as MERRA-2, or ERA5 or Meteorological Tower); and
 - 1. if long-term reference data, correlation between reference stations and Onsite Wind Data, and percent data recovery; or
 - 2. if a Wind Meteorological Tower, height, sensor type, height of sensors, length of data record, start and stop (or most recent) dates of collection; and
 - iv. geographic coordinates and technical specification documents for wind turbines, including turbine make and model and hub height for each turbine site (noting if more than one model is used in the same Project), and associated Meteorological Tower for each turbine (if applicable);

- b. data analysis consisting of:
 - i. description of long-term mean annual hub-height wind speed prediction methodology including reference station selection, long-term adjustment of Onsite Wind Data, derivation, method and selection of wind shear exponent for extrapolation to hub height, and estimation of displacement height (if applicable);
 - ii. climate statistics including average air temperature and surface pressure, description of the derivation of average hub height air density, minimum and maximum observed air temperature, and turbulence intensity at mast height and/or hub height;
 - iii. wind rose at measurement locations including graphical representation and table of occurrences or frequency in discrete wind speed and wind direction bins;
 - iv. hub-height wind speed frequency distribution (“**WSFD**”) table for each measurement site and turbine position (if the same WSFD is used for multiple turbines report which turbines use which WSFD);
 - v. estimated long-term mean annual hub-height air density and wind speed at each turbine location; and
 - vi. description of wind flow modeling methodology (e.g., linear flow model, CFD, mesoscale model) and software or other method employed to spatially predict the Project wind field;
- c. energy analysis consisting of:
 - i. estimated gross energy production and gross capacity factor at each turbine location;
 - ii. gross-to-net losses including turbine availability (contractual and non-contractual), balance of plant, turbine performance (e.g., high-wind hysteresis, high/low temperature shutdowns, site access/force majeure, power curve inaccuracy), environmental (e.g., icing, blade soiling and degradation), electrical line losses (e.g., internal collection system, gen-tie losses), curtailment (e.g., wind sector management, off-taker, avian or bat, or other environmental), and wake losses (internal and external wake and/or blockage or wind farm-atmosphere interaction losses);
 - iii. estimated long-term mean annual net energy production and net capacity factor at each turbine position; and
 - iv. table of monthly and diurnal average (12x24) Project net energy production and net capacity factor; and
- d. uncertainty analysis consisting of:
 - i. itemization of individual wind speed and energy uncertainty quantities including uncertainties of measurements, reference data, climate variation, vertical extrapolation, wind flow modeling, wind speed frequency distribution, and gross-to-net losses; and
 - ii. energy output for one-year and ten-years for 90% and 99% probability of exceedance.

6.2.1.2 Solar Projects

To succeed in the *Resource Assessment* scoring category, Proponents that are submitting Proposals for solar Projects must include a solar energy resource assessment report (also known as an energy yield analysis), produced by a third-party or Proponent personnel, performed in industry standard software (such as PVsyst®), which must contain the following information:

- a. methodology consisting of:
 - i. solar analysis software utilized;
 - ii. solar resource validation that supports the accuracy of the data sets; and
 - iii. the methodology from basis of design for all loss parameters (e.g., soiling, module degradation, availability, curtailment, etc.) and a list of all losses;

- b. energy analysis consisting of:
 - i. table of monthly and diurnal average (12x24) net energy production and net capacity factor;
- c. uncertainty analysis consisting of:
 - i. calculation method details due to resource uncertainty, variability uncertainty, modeling uncertainty, transposition uncertainty and other case specific uncertainties; and
 - ii. energy output for one-year and ten-years for 90% and 99% probability of exceedance; and
- d. if applicable, metadata consisting of:
 - i. historical meteorological data sets which should come from a reputable and commonly utilized source such as but not limited to SolarGIS, SolarAnywhere, Vaisala or the National Solar Radiation Database;
 - ii. if Onsite Solar Data are collected, the coordinates, installation date, data recovery percentage by month, instrumentation configuration and type, and calibration reports, maintenance schedules and logs;
 - iii. confirmation of the availability of raw measurement data from each measurement location and reference data (the PA may request such raw data from Shortlisted Proponents); and
 - iv. module-and-inverter-specific information including:
 - 1. racking type specifications;
 - 2. ground coverage ratio;
 - 3. footprint as GIS shapefile; and
 - 4. inverter and panel technology specifications

6.2.1.3 Scored Criteria for Resource Assessment

To account for differences of the data used in support of a resource assessment , the PA may adjust Configuration Scores by an increment of 0.5 points based on the PA's reasonable assessment of the quality of the data used to produce the resource assessment compared to industry standards. In making this assessment, the PA may consider factors including:

- the number of on-site measurement stations;
- the length of observations;
- the accuracy of sensor types;
- measurement heights (for wind projects);
- data recovery method and rate;
- the selection of long-term reference data sets; and
- the correlation of long-term reference data sets to on-site observations.

<p>1 point</p>	<p>For wind Projects, the resource assessment is conducted by a Qualified Meteorologist, and:</p> <ul style="list-style-type: none"> a. utilizes Onsite Wind Data with a data set of between six to 12 months from at least one Meteorological Tower; and b. includes at least 10 years of reference data. <p>OR</p> <ul style="list-style-type: none"> c. does not utilize Onsite Wind Data; and d. in the PA's discretion, is credible and sufficiently rigorous and follows widely accepted industry standards. <hr/> <p>For solar Projects, the resource assessment is conducted by a Qualified Meteorologist and:</p> <ul style="list-style-type: none"> a. utilizes historical meteorological data sets from an uncommonly utilized source of hourly solar data; b. includes a data record of one to 10 years; and c. has a spatial resolution no greater than 20 km².
<p>3 points</p>	<p>For wind Projects, the resource assessment is conducted by a Qualified Meteorologist and:</p> <ul style="list-style-type: none"> a. utilizes Onsite Wind Data with a dataset of more than 1 year from at least one Wind Meteorological Tower; and b. includes at least 10 years of reference data. <hr/> <p>For solar Projects, the resource assessment is conducted by a Qualified Meteorologist and:</p> <ul style="list-style-type: none"> a. utilizes meteorological data sets from a commonly utilized source of hourly solar data; b. includes a data record of one to 10 years; and c. has a spatial resolution no greater than 20 km².

<p>4 points</p>	<p>For wind Projects, the resource assessment is conducted by a Qualified Meteorologist and:</p> <ul style="list-style-type: none"> a. utilizes Onsite Wind Data with a dataset of more than two years from at least one Meteorological Tower; and b. includes at least 15 years of reference data. <hr/> <p>For solar Projects, the resource assessment is conducted by a Qualified Meteorologist and:</p> <ul style="list-style-type: none"> a. utilizes meteorological data sets from a commonly utilized source of hourly solar data; b. includes a data record of 11-15 years; and c. has a spatial resolution less than 11 km².
<p>5 points</p>	<p>For wind Projects, the resource assessment is conducted by a Qualified Meteorologist and:</p> <ul style="list-style-type: none"> a. utilizes Onsite Wind Data with a dataset of more than two years from at least one Wind Meteorological Tower; b. includes at least one measurement location with at least one year of data per 25 MW of nameplate capacity (e.g., two meteorological measurement locations for 26-50 MW, three for 51-76 MW, etc.); and c. includes at least 15 years of reference data. <hr/> <p>For solar Projects, the resource assessment is conducted by a Qualified Meteorologist and:</p> <ul style="list-style-type: none"> a. utilizes meteorological data sets from a commonly utilized source of hourly solar data; b. includes a data record of 16-19 years; c. has a spatial resolution less than 11 km²; and d. is validated and bias-corrected with at least 13 months of Onsite Solar Data.

6 points	<p>For wind Projects, the resource assessment is conducted by a Qualified Meteorologist and:</p> <ul style="list-style-type: none"> a. includes Onsite Wind Data with a dataset of more than three years from at least one Meteorological Tower; b. includes at least one measurement locations with at least one year of data per 25 MW of nameplate capacity (e.g., at least three meteorological measurement locations for 26-50 MW, at least four for 51-76 MW, etc.); and c. includes at least 15 years of reference data. <hr/> <p>For solar Projects, the resource assessment is conducted by a Qualified Meteorologist and:</p> <ul style="list-style-type: none"> a. utilizes meteorological data sets from a commonly utilized source of hourly solar data; b. includes a data record of at least 20 years; c. has a spatial resolution less than 11 km²; and d. is validated and bias-corrected with at least 24 months of Onsite Solar Data.
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6.2.2 FINANCING EXPERIENCE & PLANS

Proponents must demonstrate they possess the financial capacity or support to construct and operate the Project. Proponents will have the opportunity to be awarded additional points for self-financing the Project or for receiving Soft Commitment(s) for 100% of the Total Costs.

To succeed in the *Financing Experience & Plans* scoring category, Proponents must include the following information in their Proposals:

- a. a description of one or more Renewable Low-Impact Electricity Generation Facilities with an aggregate of at least 10 MW developed by the Proponent that achieved successful financing and commercial operation, and details in connection with such financing;
- b. a summary of the Total Costs;
- c. a comprehensive and reasonably achievable plan for how the Total Costs will be financed, including from sources of debt and equity, that includes a breakdown of the Total Costs, funding requests for the Project, and options of potential sources of funding, including:
 - i. status of discussions with prospective lenders and investors, including the current level of commitment or interest demonstrated by prospective lenders and investors and whether they have provided written representations regarding the extent of their commitment or interest; and
 - ii. expected material conditions precedent for financing the Project; and
- d. a description of any sources of federal funding used in the Energy Rate assumptions.

6.2.2.1 Soft Commitment(s)

A “**Soft Commitment**” means a fully executed commitment letter, term sheet, letter of intent, or other indication of intent in writing from an equity provider, lender, or source of financing other than debt or equity that states, at a minimum:

- 1) that such equity provider, lender, or other financing provider, as applicable, has reviewed the RFP and the Agreement, and the financial model (including Total Costs and projected revenues) of the proposed Project;

- 2) that such equity provider, lender or other financing provider agrees to advance or provide the amount of equity, debt, or other financing, as applicable, for the proposed Project specified in the commitment letter, term sheet, letter of intent, or other written indication of intent by the proposed date of financial closing, which may be subject to specified objective conditions precedent. For the purpose of this RFP, objective conditions precedent refer to those conditions precedent that require the satisfaction of clear and determinable conditions, such as the satisfaction of milestones or the provision of information. In addition, the equity provider, lender or other financing provider does not have broad discretion (such as the exercise of sole or absolute discretion) to determine whether such conditions precedent have been fulfilled. The Proponent should demonstrate that the conditions are expected to be satisfied, acting reasonably, in the ordinary course if the Proposal becomes the Selected Proposal; and
- 3) for an equity provider providing equity in the amount of 10% or more of the Total Costs, such equity provider has
 - i. a Tangible Net Worth of \$3,000,000 per MW of the nameplate capacity (prorated relative to the Total Costs) by sharing audited financial statements for the applicable equity provider from the past two fiscal years. The equity provider must show that it does not have to pledge more than half of its Tangible Net Worth to build the Project;
 - ii. an Investment Grade Credit Rating, and in such case, the Proponent must provide all available credit ratings for such equity provider from the following agencies: Standard and Poor's Rating Services ("S&P"), Moody's Investors Services Inc. ("Moody's"), Dominion Bond Rating Service Limited ("DBRS"), and Fitch IBCA, if and as applicable; however, if any such credit rating(s) are not publicly available, then the Proponent must provide a letter from the applicable rating agency confirming the credit rating of the equity provider; or
 - iii. confirmation letter from a financial institution (meeting the conditions provided in Section 6.2.2.1(4) that the equity provider has credit available under an approved facility sufficient to fund its equity contribution;
- 4) for a lender providing debt in the amount of 10% or more of the Total Costs, that such lender is a financial institution listed in Schedule I or II of the Bank Act (Canada), or is such other financial institution or other entity having the minimum credit rating (i) A with S&P, (ii) A3 with Moody's, (iii) A low with DBRS, or (iv) A with Fitch IBCA; however, if any such minimum credit rating(s) are not publicly available, then the Proponent must submit a letter from the applicable rating agency confirming the credit rating of the lender; and
- 5) for an equity provider or a lender providing debt in the amount of less than 10% of the Total Costs, detailed information about the equity provider's or lender's financial capability, to the full satisfaction of the PA.

To receive points for Soft Commitments, Proponents must include the following information in their Proposals:

- a. details of any Soft Commitments;
- b. evidence in support of the Soft Commitments. If any commitments firmer than Soft Commitments have been achieved, provide such details in this section; and
- c. If the Energy Rate assumes the Project will receive SREPs funding, the Proponent must include documentation of Conditional Approval from NRCan.

Note: If a Proponent intends to utilize the CIB investment product, or has received Conditional Approval from SREPs, these sources of funding will be considered Soft Commitments.

6.2.2.2 Self-Financing

Proponents may receive additional points for self-financing if they supplied all of the required capital to develop and construct a previous project and that they did not refinance the projects until after the project's commercial operation. A Project that is self-financed through project construction and then sold or refinanced through third party debt or equity before its commercial operation is not considered to be self-financed. In addition, a Proponent that intends to self-finance the Project must demonstrate a Tangible Net Worth of \$3,000,000 per

MW of the nameplate capacity by sharing financial statements as described below. The Proponent must show that it does not have to pledge more than half of its Tangible Net Worth to build the Project.

To receive points for self-financing, Proponents must include the following information in their Proposals:

- a. details of self-financing; and
- b. evidence in support of eligibility for self-financing, which must include two years of audited financial statements.

6.2.2.3 Scored Criteria for Financing Experience & Plans

1 point	<p>The Proponent:</p> <ul style="list-style-type: none"> a. demonstrates experience financing one or more Renewable Low-Impact Electricity Generation Facilities with an aggregate capacity of at least 10 MW; and b. submits a plan for project financing that demonstrates the Proponent possesses the financial capacity or support to construct and operate the Project.
3 points	<p>The Proponent:</p> <ul style="list-style-type: none"> a. demonstrates experience financing one or more Renewable Low-Impact Electricity Generation Facilities with an aggregate capacity of at least 10 MW; b. submits a plan for project financing that demonstrates the Proponent possesses the financial capacity or support to construct and operate the proposed Renewable Low-Impact Electricity Generation Facility; and c. demonstrates experience financing one to three Renewable Low-Impact Electricity Generation Facilities that are a minimum of 80% of the Generating Facility's proposed nameplate capacity.
4 points	<p>The Proponent:</p> <ul style="list-style-type: none"> a. demonstrates experience financing one or more Renewable Low-Impact Electricity Generation Facilities with an aggregate capacity of at least 10 MW; b. submits a plan for project financing that demonstrates the Proponent possesses the financial capacity or support to construct and operate the proposed Renewable Low-Impact Electricity Generation Facility; and c. demonstrates experience financing four or more Renewable Low-Impact Electricity Generation Facilities that are a minimum of 80% of the Generating Facility's proposed nameplate capacity.
Additional 2 points	<p>The Proponent:</p> <ul style="list-style-type: none"> a. has received Soft Commitment(s) for 100% of the Total Costs; b. meets the criteria for self-financing and will be self-financing 100% of the Total Costs; or c. has received Soft Commitment(s) from SREPs and/or the CIB Royalty and Contribution Agreement for a portion of the Total Costs, meets the criteria for self-financing, and will be self-financing a portion of the Total Costs so that 100% of the Total Costs will either be financed through a combination of such SREPs or CIB Soft-Commitment(s) and self-financing.

6.2.3 EXPERIENCE

Proponents must demonstrate that their Project Team has previously developed and managed the operations of one or more Renewable Low-Impact Electricity Generation Facilities with an aggregate capacity of at least 10 MW. Proponents will have the opportunity to be awarded additional points commensurate with their experience developing and operating such projects. Proponents will be eligible for higher scores commensurate with their experience planning, developing, financing, constructing, and operating Renewable Low-Impact Electricity Generation Facilities that have a minimum of 80% of the Generating Facility's proposed nameplate capacity. Furthermore, additional points will be available for demonstrating experience with eligible projects located in Nova Scotia, and for successfully interconnecting past projects to Interconnection Facilities at or above 69 kV.

To succeed in the Experience scoring category, Proponents must include the following information in their Proposals:

- a. resumes or short biographies (limited to two pages) for Key Personnel; and
- b. a description of relevant planning, developing, financing, constructing, and operating experience from the Project Team (name, location, type of Renewable Low-Impact Electricity Generation Facility, COD, and size expressed as a percentage of the capacity for the Facility).

6.2.3.1 Scored Criteria for Experience

1 point	The Proponent demonstrates experience planning, developing, financing, constructing, and operating one or more Renewable Low-Impact Electricity Generation Facilities with an aggregate capacity of at least 10 MW.
2 points	The Proponent demonstrates experience planning, developing, financing, constructing, and operating: <ol style="list-style-type: none"> a. one or more Renewable Low-Impact Electricity Generation Facilities with an aggregate capacity of at least 10 MW; and b. one to three Renewable Low-Impact Electricity Generation Facilities that are a minimum of 80% of the Generating Facility's proposed nameplate capacity.
3 points	The Proponent demonstrates experience planning, developing, financing, constructing, and operating: <ol style="list-style-type: none"> a. one or more Renewable Low-Impact Electricity Generation Facilities with an aggregate capacity of at least 10 MW; and b. four or more Renewable Low-Impact Electricity Generation Facilities that are a minimum of 80% of the Generating Facility's proposed nameplate capacity.
Additional 1 point	The Proponent has achieved commercial operation for at least one Renewable Low-Impact Electricity Generation Facility in Nova Scotia.
Additional 2 points	The Proponent demonstrates experience planning, developing, financing, constructing, and operating a minimum of one Generating Facility to Interconnection Facilities at or above 69 kV.

6.2.4 ENVIRONMENTAL RISK

Proponents will be evaluated on their ability to develop the Project and minimize its impacts on the local and surrounding natural environment. The PA will evaluate this scoring category based on the Proponent's responses to the Environmental Risk Questionnaire (see Appendix 8.5). The Environmental Risk Questionnaire will assess the following three categories:

- 1) *landscape fragmentation and degradation*: the extent to which a Project impacts relatively intact natural areas;
- 2) *regional ecological connectivity*: the extent to which the Project impacts the flow of ecological processes and native species; and
- 3) *fine-filter biodiversity elements*: the extent to which the Project impacts endangered, rare or vulnerable ecosystems and species.

Furthermore, additional points will be available for Projects that have obtained certification for completing a field study or that do not require an Environmental Assessment, as described in the Scored Criteria.

To succeed in the *Environmental Risk* scoring category, Proponents must include the following information in their Proposals:

- a. complete Environmental Risk Questionnaire;
- b. the following maps that include the Project Boundary, per the instructions below:
 - i. Mature Forests or Multi-Aged/Old Forest;
 - ii. Roads;
 - iii. Existing parks and/or pending Protected Areas;
 - iv. Significant Habitat and Old Forest Policy Lands; and
 - v. Special Management Practice Zones; and
- c. if applicable completed field investigations or field surveys (included in Section 5.14).

Prior to preparing Proposals, Proponents are encouraged to contact NRR and the Protected Areas and Ecosystems Branch of Nova Scotia Environment and Climate Change to conduct a preliminary assessment whether a proposed Project Boundary may overlap with lands under consideration for conservation or land protection.

6.2.4.1 Landscape Fragmentation and Degradation

Proponents are encouraged to avoid and limit impact to relatively intact natural areas in designing and siting the Project. Relatively intact natural areas refer to lands that, while not necessarily "pristine," have low levels of anthropogenic disturbance at the landscape scale and are therefore critical to biodiversity conservation at the landscape level. These areas have a lower density of roads and other linear corridors such as power lines compared to other lands in the region and are generally comprised of more mature and less fragmented forests.

For the scoring purposes of this RFP, anthropogenic disturbance is measured by the density of roads and utility corridors and the prior land use. Proponents will be required to demonstrate the Project's impact to relatively intact natural areas in two ways, using the [Provincial Landscape Viewer](#):

- 1) identify if the Project Boundary overlaps with "**Mature Forest**" or "**Multi-Aged/Old Forest**" using the Provincial Landscape Viewer, by selecting the following layers: {"Forestry" → "Forestry" → "Old Forest Policy" → "Development Class"}, and noting the areas of "Mature Forest" and "Multi-Aged/Old Forest"; and

- 2) identify the density of roads (kilometers of roads / square kilometer) within the Site using the Provincial Landscape Viewer, by selecting the following layers: {"Nova Scotia Roads" → "Addresses Roads" → "Trans Canada Highway", "Highway", "Arterial Highway", "Collector Highway", "Local Road", "Ramp, Median Crossover", "Private Use", "Restricted"} (All road types except "Seasonal"). [For Projects on Crown lands, this applies to each Crown land parcel with a unique PID on which the Project is sited]

Note: Proponent's must have all parent layers selected for sub-layers to populate.

6.2.4.2 Regional Ecological Connectivity

Regional ecological connectivity refers to lands that, due to their location on the landscape and their ecological condition, play a critical role in biodiversity conservation by facilitating the flow of ecological processes and native species (terrestrial species, birds, bats, aquatic species, etc.) across the landscape, including between relatively intact natural areas and between protected areas. Proponents are encouraged to evaluate how the project plan impacts the regional ecological connectivity when designing and siting the Project. To demonstrate the Project's impact on the regional ecological connectivity, the Proponent must identify if the Project Boundary is located near existing or pending parks or protected areas using the [Protected areas interactive map](#).

6.2.4.3 Fine-Filter Biodiversity Elements

Proponents are encouraged to avoid lands with rare or vulnerable ecosystems and species at the site level when designing the Project. There is a large range of types of land with rare or vulnerable ecosystems and species; the RFP requires Proponents to look at the Project from multiple lenses and indicators. Lands containing rare or vulnerable ecosystems and species at the site level can be determined using the [Provincial Landscape Viewer](#):

- 1) identify if the Project Boundary overlaps with Significant Habitats using the Provincial Landscape Viewer, by selecting the following layers: {"Wildlife" → "Significant Habitat"}, and noting the areas of "deer wintering", "migratory bird", "moose wintering", "of concern", "other habitat", and "species at risk";
- 2) identify if the Project Boundary overlaps with Old Forest Policy lands using the Provincial Landscape Viewer, by selecting the following layers: {Forestry → Forestry → Old Forest Policy} and noting the populated areas; and
- 3) identify if the Project Boundary overlaps with special management practice zones using the Provincial Landscape Viewer, by selecting the following layers: {"Special Management Practice Zones" → all sub-layers ("Atlantic Coastal Plain Flora Buffers", "Lynx Buffer, Marten Range Patches 2019", "Marten Range Patches 2030", "Marten Habitat Management Zone", "Cape Breton Island Lynx Range", "Mainland Moose Concentration Areas")}; and noting the populated areas.

6.2.4.4 Scored Criteria for Environmental Risk

0 points	The Proposal receives a score of 2 or less on the Environmental Risk Questionnaire.
1 point	The Proposal receives a score of 3 on the Environmental Risk Questionnaire.
2 points	The Proposal receives a score of 4 on the Environmental Risk Questionnaire.
3 points	The Proposal receives a score of 5 on the Environmental Risk Questionnaire.
Additional 1 point	The Proposal: <ol style="list-style-type: none"> a. includes a completed field studies related to flora and fauna species and habitat, native vegetation/biodiversity, bird migration, bats, and/or fish and fish habitat; and

	b. includes a certification from a qualified professional that the studies indicate reduced sensitivity in the study area in respect of the field.
Additional 1 point	<p>If the Project:</p> <p>a. requires an Environmental Assessment and the Proponent has registered the project for an Environmental Assessment with the Minister of Environment and has complied with the applicable publication requirements under Part IX of the <i>Environment Act</i> (Nova Scotia); or</p> <p>b. the Project does not require an Environmental Assessment.</p>

6.2.5 PROJECT SITE

Proponents must demonstrate the ability to secure the Site on either private land or Crown land. To succeed in the *Site* scoring category, Proponents must include the following information in their Proposals:

- a. summary of the Site, which, at a minimum, must:
 - i. identify both the Generating Facility and Interconnection Facilities;
 - ii. for private land, include:
 - 1) PID numbers; and
 - 2) the number of hectares for each parcel;
 - iii. for Crown land, include:
 - 1) the Project Boundary (equivalent to the Site) which must be included in the output of a Preliminary Crown Land Desktop Scan;
 - 2) the number of hectares in the Project; Boundary; and
 - 3) PID numbers;
- b. description of the status of Site Control (e.g., lease, option, ownership,) or status of Crown land leasing process (e.g., Preliminary Crown Land Desktop Scan)
- c. for Sites on private land, evidence of Site Control for Generating Facilities and the equivalent right to construct and install Interconnection Facilities:
 - i. a Notice of Option to lease or purchase, and signature page;
 - ii. a Notice of Lease, and signature page;
 - iii. Title Deed; or
 - iv. evidence that an easement or other real property rights, approvals, or authorizations have been provided to grant access to use the land (for Interconnection Facilities only).
- d. for Sites on Crown land:
 - i. the original of the Preliminary Crown Land Desktop Scan; and
 - ii. if a parcel shown on an original Preliminary Crown Land Desktop Scan reveals the existence of a Critical Flaw, relevant details in connection with the revised Site.

6.2.5.1 Generating Facility

For Generating Facilities on private land, Proponents must demonstrate Site Control for 85% of the Site. For Generating Facilities located on Crown land, Proponents must demonstrate that 100% of the Site does not have

any Critical Flaws (see Section 6.2.5.3). For Generation Facilities located both on private land and Crown land:

- a. the Proponent must have Site Control for 85% of the portion of the Site that is on private land; and
- b. the Proponent must demonstrate the absence of any Critical Flaws on the portion of the Site that is on Crown land.

Projects located on Crown land are not guaranteed to obtain a Crown lease, even without a Critical Flaw identified (see Section 6.2.5.3). As a result of this risk, such Projects are eligible to participate in the RFP, but the additional risk of not obtaining Site Control is reflected in the scoring.

Proposals that demonstrate Site Control for 85% of the Site on private land must provide mature plans for obtaining Site Control for the remainder of the Site (i.e., the remaining 15%). Proposals with 100% of the Generation Facility on Private Land and with 100% Site Control are eligible for additional points.

6.2.5.2 Interconnection Facilities

For private lands underlying the Site where Interconnection Facilities will be located, Proponents must demonstrate they either have obtained, or have mature plans to obtain:

- a. an option to lease or purchase;
- b. a lease;
- c. ownership; or
- d. evidence that an easement or other real property rights, approvals, or authorizations have been provided to the satisfaction of the PA;

to grant access to construct and install the Interconnection Facilities within the Project Boundary in compliance with Laws and Regulations.

For Crown lands underlying the Site where Interconnection Facilities will be located, Proponents must comply with the requirements governing the Sites for Generation Facilities as described in Section 6.2.5.1 (i.e., the submission of the Preliminary Crown Land Desktop Scan). Proposals with 100% of the Interconnection Facilities on Private Land and with 100% of the land secured through an option, a lease, ownership or an easement are eligible for additional points.

6.2.5.3 Crown Land

The Project Boundary included in the Proposal for Projects sited on Crown land shall not contain a Critical Flaw (i.e., the Preliminary Crown Land Desktop Scan does not produce a “red” output within the Project Boundary). Any Crown land included in the Project Boundary of a configuration must be included in the Preliminary Crown Land Desktop Scan as a preliminary indication that there are no Critical Flaws within the proposed Project Boundary. The PA will review the Project Boundary reflected in the Preliminary Crown Land Desktop Scan for Critical Flaws. Proposals with a Project Boundary that contain a Critical Flaw are not eligible to be scored. Proponents were provided with the opportunity to use the Preliminary Crown Land Desktop Scan to revise their Proposals prior to submission by removing the portions of Project Boundaries that were found to have a Critical Flaw.

A Proponent may not adjust the Project Boundary to include any Crown land not contained in the Preliminary Crown Land Desktop Scan in the Proposal. Under such circumstances, the Preliminary Crown Land Desktop Scan requirement will not be satisfied and the applicable configuration and/or Proposal will not be accepted. There will not be an opportunity to receive a second Preliminary Crown Land Desktop Scan.

Proponents should note that the Preliminary Crown Land Desktop Scan does not include ground truthing or site visits. This is a required part of the Crown land lease process run by NRR after the Agreement is executed. The absence of a Critical Flaw does not guarantee that a Proponent will receive a Crown land lease. Selected Proponents will be eligible to submit an application in the Crown land lease application process.

A sample output of the Preliminary Crown Land Desktop Scan can be found in Appendix 8.4.

6.2.5.4 Scored Criteria for Project Site

<p>1 point</p>	<p>For the portion of the Site upon which the Generating Facility is proposed to be located, the Proponent demonstrates:</p> <ul style="list-style-type: none"> a. for a Site (or portion of the Site) located on Private land, that it has Site Control for at least 85% of the portion of the Site; or b. for a Site (or portion of the Site) located on Crown land, that 100% of the Site does not contain a Critical Flaw. <p>AND</p> <p>For the portion of the Site upon which the Interconnection Facility is proposed to be located, the Proponent demonstrates:</p> <ul style="list-style-type: none"> c. for a Project Boundary (or portion of the Project Boundary) located on private land, that it has the right or mature plans to secure the right to construct and/or install Interconnection Facilities on 100% of the portion of the Project Boundary (in accordance with Section 6.2.5.2); or d. for a Project Boundary (or portion of the Project Boundary) located on Crown land, that 100% of the Project Boundary does not contain a Critical Flaw.
<p>Additional 1 point</p>	<p>For a Project Boundary (or portion of the Project Boundary) located on private land, the Proponent demonstrates that it successfully secured the right to construct and/or install Interconnection Facilities on 100% of the portion of the Project Boundary (or portion of the Project Boundary located in private land) in accordance with Section 6.2.5.2. For the avoidance of doubt, a Proponent with mature plans (in the absence of a right) to secure the lands upon which the Interconnection Facilities are located will not be entitled to an additional point.</p>
<p>Additional 2 points</p>	<p>The Proponent demonstrates that it has Site Control for 100% of the portion of the Site upon which the Generating Facility is located.</p>

6.3 LOCAL ENGAGEMENT

6.3.1 ENGAGEMENT WITH THE GENERAL PUBLIC

Proponents must engage with a diverse set of members of the general public using best practices described in Section 6.3.1.1. For the purpose of the *Local Engagement* scoring category, the general public includes, but is not limited to, staff from municipal, provincial and federal governments, municipal politicians and officials, members of Parliament, members of the Legislative Assembly, residents, farmers, local media, businesses, community associations, environmental and conservation organizations, wildlife advocates, manufacturing associations, boards of education, Medical Officers of Health, and chambers of commerce.

Further, Proposals will be awarded additional points if they can demonstrate more robust engagement, the lack of substantial local opposition in respect of the proposed Project, evolving their Proposal to address the public feedback, and support from local governments and/or groups. Proponents are expected to inform their engagement with the general public based on the approach described in Section 5 (Engagement and Consultation Activities) in the [Best Practices for Indigenous & Public Engagement](#).

The quality of each Proponent’s engagement will be assessed on the types of opportunities for the general public to ask questions and provide feedback; the accuracy of the information the Proponent provides to the general public; the Proponent’s responsiveness; and the engagement activities undertaken.

Proponents should carefully consider all input they receive from the general public. Proponents may include letters from local governments and/or groups that indicate support for the Project and/or the engagement process. Letters of support must be able to be verified by the PA . Finally, the PA will consider a summary of the comments sent by members of the general public to wind.info@novascotia.ca by the Proposal Submission Deadline.

To succeed in the *Engagement with the General Public* scoring category, Proponents must include the following information in their Proposals:

- a. a summary of opportunities for the general public to engage with the Project that includes:
 - i. evidence of an accessible public posting with Proponent contact information and Project information within 30 Business Days of the RFP Date of Issuance;
 - ii. evidence of a clearly identified lead contact; and
 - iii. evidence of opportunities for feedback and questions prior to the Proposal Submission Deadline; and
- b. a summary of the information shared with the general public about the Project that includes evidence that information prepared and distributed is accurate, current, and accessible;
- c. a list of members of the general public that the Proponent has engaged with;
- d. a log of engagement activities with the general public including:
 - i. dates of engagement activities;
 - ii. format of engagement (e.g., public notice, town hall, written correspondence);
 - iii. copies of information and materials exchanged as part of that engagement; and
 - iv. summary of engagement;
- e. a summary of the short-term and long-term concerns and interests of members of the general public, the Proponent’s strategy to address them, and specific examples of the implementation of and/or alignment with input from the general public;
- f. if applicable, documentation measuring local support and opposition (e.g., surveys); and
- g. if applicable, letter(s) of support from local governments and/or groups.

Note: Engagement with the Mi’kmaq of Nova Scotia will be evaluated under Section 6.3.2. Furthermore, the introduction of social programs will be evaluated under in Section 6.4.2.2.

6.3.1.1 Scored Criteria for Engagement with the General Public

1 point	<p>The Proponent has:</p> <ul style="list-style-type: none"> a. publicly posted its contact information and Project details in a way that is easily accessible to the general public within 30 Business Days of the RFP Date of Issuance; b. identified a lead contact for questions and feedback; c. provided opportunities for comment and feedback prior to the Proposal Submission Deadline; and
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	d. ensured information distributed to the general public is accurate, current, and accessible through multiple channels (including a non-internet channel)
3 points	The Proponent has: <ul style="list-style-type: none"> a. publicly posted its contact information and Project details in a way that is easily accessible to the general public; b. identified a lead contact for questions and feedback; c. provided opportunities for comment and feedback prior to the Proposal Submission Deadline; d. ensured information distributed to the general public is accurate, current, and accessible in multiple channels (including a non-internet channel); and e. conducted a range of activities to facilitate effective and efficient dialogue with members of the general public.
Additional 3 points	The Proposal has been awarded a minimum of 1 point for <i>Engagement with the General Public</i> and the proposed Project is not the subject of substantial local opposition.
Additional 2 points	The Proposal has been awarded a minimum of 1 point for <i>Engagement with the General Public</i> and can demonstrate examples of how the Proposal has evolved to address feedback received from the general public.
Additional 2 points	The Proposal has been awarded a minimum of 1 point for <i>Engagement with the General Public</i> and produces letters of support from local governments and/or local groups (including a community liaison committee).

6.3.2 ENGAGEMENT WITH THE MI'KMAQ OF NOVA SCOTIA

Proponents must demonstrate engagement with the Chiefs and Councils of Mi'kmaq of Nova Scotia communities in proximity to the Site. For the avoidance of doubt, if more than one community is located in proximity to the Site, Proponents must demonstrate engagement with the Chiefs and Councils of all such communities. Proponents are expected to inform their engagement with the Mi'kmaq of Nova Scotia based on the approach described in [Proponents Guide: The Role of Proponents in Crown Consultation With The Mi'kmaq of Nova Scotia](#) (the “**Proponents Guide**”). Specifically, Proponents will be evaluated on their compliance with the “Principles of Engagement” and “Steps for Proponents to Follow When Engaging the Mi'kmaq” described in pages two to four of the Proponents Guide. Proposals will be eligible for additional points for carrying out their engagement in a robust and meaningful manner that demonstrates their commitment to the recommended steps and principles provided by the Proponents Guide. Proponents may include details on progress for completing a Mi'kmaq Ecological Knowledge Study (“**MEKS**”). Any expected MEKS must be conducted in accordance with [Assembly of Nova Scotia Mi'kmaw Chiefs, Mi'kmaq Ecological Knowledge Study Protocol, 2nd Edition](#).

To succeed in the *Engagement with the Mi'kmaq of Nova Scotia* scoring category, Proposals must include:

- a. a summary of the Proponent’s engagement activities with the Mi'kmaq of Nova Scotia communities in proximity to the Site using the six-steps provided by pages three to four of the Proponents Guide; and
- b. evidence of material feedback from the Mi'kmaq of Nova Scotia that has been implemented in the Project design and/or Proposal.

6.3.2.1 Scored Criteria for Engagement with the Mi'kmaq of Nova Scotia

1 point	The Proponent demonstrates:
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	<ul style="list-style-type: none"> a. basic engagement with the Mi'kmaq of Nova Scotia in proximity to the Site consistent with the six-steps found on pages three to four of the Proponents Guide; and b. evidence of an understanding of the principles of engagement as outlined on page two of the Proponents Guide.
2 points	<p>The Proponent demonstrates:</p> <ul style="list-style-type: none"> a. robust engagement with the Mi'kmaq of Nova Scotia in proximity to the Project consistent with the six-steps found on pages three to four of the Proponents Guide; and b. evidence of an applied understanding of the principles of engagement as outlined on page two of the Proponents Guide.
Additional 1 point	The Proposal has been awarded a minimum of 1 point for Engagement with the Mi'kmaq of Nova Scotia and the Proponent can demonstrate material feedback from the Mi'kmaq of Nova Scotia that has been implemented in the Project design and/or Proposal.

6.4 SOCIAL AND ECONOMIC BENEFITS

6.4.1 OWNERSHIP

Proposals for Majority Owned Mi'kmaq Projects and Minority Owned Mi'kmaq Projects are eligible for *Ownership* points. Proposals are eligible for additional points commensurate with the number of Mi'kmaq of Nova Scotia entities that hold an interest in the Project's ownership structure. For the purpose of this Section 6.4.1, each additional Mi'kmaq of Nova Scotia entity entitling the Proponent to an additional point must deal at Arm's Length with each other and with the Proponent.

To succeed in the *Ownership* scoring category, Proponents must include the following information in their Proposals:

- a. a description of the Projects' ownership structure;
- b. official documentation and other evidence setting out the details surrounding the Proponent's business structure, notably, whether the Mi'kmaq First Nation of Nova Scotia possess a majority or minority ownership interest in the Project;
- c. evidence the ownership structure is mature and formalized through official documentation such as constituting corporate or partnership documents to receive points; and
- d. supporting information to demonstrate interests in the Project.

6.4.1.1 Scored Criteria for Ownership

3.5 points	The Project is a Minority Owned Mi'kmaq Project.
6.5 points	The Project is a Majority Owned Mi'kmaq Project.
Additional 0.25 points up to a maximum of 3.25 points	If the Project is a Minority Owned Mi'kmaq Project, 0.25 points will be added for each Mi'kmaq of Nova Scotia First Nation that holds an interest in the Project ownership structure, for a maximum of 3.25 additional points.

Additional 0.5 points up to a maximum of 6.5 points	If the Project is a Majority Owned Mi'kmaq Project, 0.5 points will be added for each Mi'kmaq of Nova Scotia First Nation that holds an interest in the Project's ownership structure, for a maximum of 6.5 additional points.
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6.4.2 SOCIAL PROGRAMS

Proposals will receive points based on their potential for furthering Capacity Building and for establishing a framework for a clearly defined and impactful Benefits Agreement for the benefit of local communities. In addition, Proposals that include Capacity Building Plans or Benefits Agreements that benefit the Mi'kmaq of Nova Scotia and/or an Underrepresented Group will receive an additional point. To succeed in the *Social Programs* scoring category, Proponents must include a Capacity Building Plan and/or a Benefits Agreement that satisfy the requirements described in this section.

6.4.2.1 Capacity Building

“Capacity Building” refers to the process of strengthening or developing future renewable energy and grid modernization projects in an organization or community, including by building knowledge and skills, advancing research, and increasing access to Renewable Low-Impact Electricity. Examples of capacity building initiatives include, but are not limited to:

- training, curriculum development and knowledge tools;
- workshops and engagement activities;
- peer-to-peer networks; and
- mentoring, apprenticeships, and targeted trainings.

To receive a point for Capacity Building, the Proponent must provide a clearly defined and mature **“Capacity Building Plan”** on one or more initiatives that it will advance in connection with the Project, containing:

- a. a detailed description of the Capacity Building activities and the beneficiaries; and
- b. details on the timing, cost, and execution of the Capacity Building Plan.

6.4.2.2 Benefit Agreements

“Benefits Agreements” are legally binding agreements negotiated between a Proponent and a beneficiary that is susceptible to suffer adverse impacts from a project, to participate in the benefits of resource development. To receive a point for a Benefits Agreement, the Proposal must include:

- a. satisfactory proof that a Benefits Agreement exists with an identifiable counterparty; or
- b. proof of a clearly defined, mature and impactful plan for the Proponent to enter into a Benefits Agreement (such as a joint letter with the impacted community)

6.4.2.3 Scored Criteria for Social Programs

1 point	The Proposal includes: a. a Capacity Building Plan; or b. Proof of a Benefits Agreement or a clearly defined, mature, and impactful plan to enter into Benefits Agreement.
2 points	The Proposal includes:

	<ul style="list-style-type: none"> a. a Capacity Building Plan; and b. Proof of a Benefits Agreement or a clearly defined, mature, and impactful plan to enter into a Benefits Agreement.
Additional 2 points	<p>The Proposal includes:</p> <ul style="list-style-type: none"> a. a Capacity Building Plan; or b. Proof of a Benefits Agreement or a clearly defined, mature, and impactful plan to enter into a Benefits Agreement, <p>either of which is for the benefit of the Mi'kmaq of Nova Scotia or an Underrepresented Group in Nova Scotia.</p>

6.4.3 ECONOMIC BENEFITS

Meaningful engagement by Proponents with Nova Scotian partners is a vital part of economic growth in the region by creating industrial benefits and employment opportunities. As such, Proposals that demonstrate engagement and planned financial commitments with manufacturers, corporations, vendors, contractors, consultants, and service companies in the Province of Nova Scotia (collectively, the “**Nova Scotia Supply Community**”) will be prioritized.

To succeed in the *Economic Benefit* scoring category, Proponents must include the following information in their Proposals:

- a. local economic development strategy overview, which must include at a minimum:
 - i. a statement on the Proponent's commitment to local economic growth; and
 - ii. a timeline and procurement forecast (which, among other things, should include Proponent information sessions);
- b. local employment strategy overview, which must include at a minimum:
 - i. a statement on general local employment considerations including prioritization for local hiring;
 - ii. the number of full-time equivalents (which equates to 2,000 person hours per year), for Nova Scotians over the Agreement Term;
 - iii. the number of full-time equivalents (which equates to 2,000 person hours per year), for Nova Scotians over the development and construction period;
 - iv. the percentage of jobs that will be granted to Nova Scotians; and
 - v. when appropriate, an explanation of why jobs are not proposed to be created for Nova Scotians (e.g., location restrictions, workforce restrictions, gaps in skills development.)
- c. local supply community strategy overview, which must include at a minimum:
 - i. a statement on procurement preparation and plans including any engagements with the Nova Scotia Supply Community, and considerations on how the Nova Scotia Supply Community will be given a full and fair opportunity to participate on a competitive basis; and
 - ii. when appropriate, an explanation of why goods and services are not proposed to be procured from Nova Scotia (e.g., higher costs, services or goods were not available, lack of expertise, etc.); and
- d. a completed local expenditure table (see Section 6.4.3.1 and Appendix 8.8).

6.4.3.1 Local Expenditure Table

Points will be awarded based on the share of Project costs for construction and annual generation that are locally sourced from the Nova Scotia Supply Community, or that otherwise constitute a local expenditure. In addition to local expenditures, Proponents must identify non-local expenditures, total construction costs, and average annual generation costs. The methodology for estimating the total construction costs and annual generation costs is set out in the local expenditure table.

To be considered a local expenditure, the following requirements must be satisfied:

- a. for estimated local wages and salaries, such wages and salaries must be paid to Persons or organizations that are required to file income taxes with the province of Nova Scotia in accordance with Laws and Regulations;
- b. for estimated local contracting and construction expenditures, the relevant contractors and workers must be required to file income taxes with the province of Nova Scotia in accordance with Laws and Regulations;
- c. for goods to qualify as being manufactured in Nova Scotia, such goods must be substantially produced in Nova Scotia or there must be substantial value-added to them in Nova Scotia (which, for greater certainty, excludes basic assembly manufacturing); and
- d. for estimated local wholesale and retail purchases, such purchases must be from a Nova Scotia business or supplier with a store, warehouse, or office located in Nova Scotia.

Expenditures that fail to meet the above requirements will be considered non-local expenditures.

Only expenditures that directly pertain to construction or generation operations shall be eligible for inclusion in the local expenditure table. Costs that are not eligible for inclusion in the local expenditure table include, but are not limited to, interconnection costs, costs associated with social programs (such as Capacity Building, Benefits Agreements, and ED&I as that term is defined below), costs associated with engagement with the general public, costs associated with environmental studies, and municipal taxes.

The start date for eligible costs to be included in the local expenditure table shall be February 26, 2020, the date on which the Province announced [an amendment to the Electricity Act](#).

For the purposes of evaluating the local expenditure table:

- a. estimated dollars spent on locally sourced wages and salaries, and goods and services will be valued at 100% of their cost (i.e., without applying a discount); and
- b. estimated wholesale and retail purchases will be discounted by their approximate gross margins reflecting returns to local industry from purchases made in these sectors as follows:
 - i. direct local purchases from wholesale and retail businesses in Nova Scotia will be valued at 30% of the cost;
 - ii. land acquisition costs in Nova Scotia will be valued at 5% of the cost; and
 - iii. debt servicing costs will not be valued.

After any applicable discounts have been applied to the expenditures, the lifetime project costs will be calculated as follows:

Lifetime project costs = total construction costs + (average annual generation costs * the Agreement Term (25 years))

Finally, the discounted local expenditures will be divided by the lifetime project costs to create a local benefit percentage.

To summarize, the local benefit percentage equals:

$$= \{100\% \times (\text{Direct local wages \& salaries}) + 100\% \times (\text{local Project costs}) \\ + 100\% \times (\text{local direct purchases from manufacturers}) \\ + 30\% \times (\text{Direct local purchases from wholesale and retail}) + 5\% \times (\text{local land costs}) + \} \\ \div \{ \text{Total Construction Costs} + 25 \times (\text{Average Annual Generation Cost}) \}$$

6.4.3.2 Scored Criteria for Economic Benefits:

After the local benefit percentage has been estimated using the methodology described in Section 6.4.3.1, the PA will evaluate the Economic Benefit scoring category as follows:

Pro-rata score = (local benefit percentage/highest local benefit percentage) x 3 points

- 1) The PA will identify the highest submitted local benefit percentage.
- 2) The PA will divide the local benefit percentage in each Proposal by the highest local benefit percentage.
- 3) The PA will multiple the quotient derived from step 2 by 3 points to produce a pro-rata score.
- 4) The PA will round the pro-rata score to the nearest half point to award points for *Economic Benefit*.

0-3 points	The Proposal is entitled to a maximum of 3 points equivalent to its pro-rata score of its local benefit percentage based on the methodology described in this Section 6.4.3.2.
Deduction of 1 point	There is a material risk that the Project will have a material negative impact on local economic activity (including public access to natural resources, wilderness tourism, and/or general tourism).

6.4.4 GOVERNANCE

Proposals will receive points for demonstrating a commitment to equity, diversity, and inclusion (“**ED&I**”) by including an ED&I Plan or by signing onto a public ED&I commitment. For the purpose of the RFP, ED&I refers to the following objectives:

- a. “equity” means a condition or state of fair, inclusive, and respectful treatment of all people. Equity does not mean treating people the same without regard for individual differences;
- b. “diversity” means the acceptance and respect of various human dimensions including race, gender, sexual orientation, ethnicity, socio-economic status, religious beliefs, age, physical abilities, political beliefs, or other ideologies; and
- c. “inclusion” means the extent to which diverse members of a group, society or organization feel valued and respected.

To succeed in the *Governance* scoring category, Proponents must include (a) a completed ED&I Plan, or (b) information demonstrating they have signed onto an ED&I public commitment, in their Proposals.

6.4.4.1 The ED&I Plan

The ED&I Plan should describe an approach to improving the gender balance and increasing the diversity within a Proponent’s Canadian corporate or organizational structures as well as their broader hiring and supply chains in Canada. Examples include efforts to increase the proportion of women; gender-diverse people; Indigenous Groups; racialized peoples; and persons with disabilities, (each an “**Underrepresented Group**”) within the Proponent’s Canadian organization structure and through its suppliers.

At a minimum, an ED&I plan must include the following information:

- a. baseline of activities and workplace development on equity, diversity, and inclusion;
- b. public approach to promoting equity, diversity, and inclusion;

- c. corporate anti-discrimination and anti-racism policies;
- d. available statistics on proportion of Underrepresented Groups or visible minorities employed at all levels of the Proponent's operations in Canada;
- e. description of processes for achieving equitable, diverse, and inclusive hiring and Proponent selection methods in Canada;
- f. employee benefits, such as parental leave, that support a more diverse workforce, and
- g. corporate activities that seek to increase or support diversity in Canada's energy sector, including training for hiring managers and staff.

6.4.4.2 Public Commitments

Proponents also have the option to sign an ED&I public commitment. The commitment can be regional, provincial, federal, or sector-level commitments that improve outcomes for Mi'kmaq of Nova Scotia and/or Underrepresented Groups. Examples of ED&I public commitments include 50 – 30 Challenge, Equal by 30, or Diversio Certification.

At minimum, an ED&I public commitment must aim to achieve the following objectives:

- a. reducing barriers to entry into the workforce;
- b. furthering workplace equity, diversity, and inclusion;
- c. furthering representation in the workplace and leadership, and
- d. furthering the advancement of members of Underrepresented Groups in the workplace.

Proponents that submit an ED&I public commitment must include the following information:

- a. name of the public commitment;
- b. organization managing the public commitment; and
- c. details of the public commitment including its:
 - i. objectives;
 - ii. timeframes; and
 - iii. metrics to be measured;
- d. overview of how the Proponent will meet the public commitment; and
- e. written confirmation from the coordinating organization as proof that the Proponent signed on to the public commitment.

6.4.4.3 Scored Criteria for Governance

1 point	The Proposal includes: <ul style="list-style-type: none"> a. a completed ED&I Plan; or b. evidence that the Proponent has signed onto an ED&I public commitment.
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6.5 ZONE

Points will be awarded based on the location of the Project's proposed Point of Interconnection. The Transmission System is divided into five Zones. Appendix 8.9 includes a map of the Transmission System and the general location of each Zone. A listing of all transmission circuits has been provided for greater clarity in

Appendix 8.10. Because some transmission circuits cross over two Zones, the Zone assigned to a Project is determined by the Zone where the Point of Interconnection is located. The table below tabulates how points will be allocated based on the assigned Zone and the Network Upgrade Cost risk mitigation election.

2 points	Facilities with a Point of Interconnection in Zone 1 (Cape Breton) or Zone 5 (Western) (that select either the Congestion Management Alternative or the Forgo Network Upgrade Reimbursement Alternative).
3 points	Facilities with a Point of Interconnection in Zone 2 (Mainland).
4 points	Facilities with a Point of Interconnection in Zone 3 (Metro Halifax) and Zone 4 (East Valley / South Shore).

7. TERMS & CONDITIONS

7.1 GENERAL

This is an RFP and not a tender call. Neither the PA, the NRR, or NSPI intends or assumes any contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Proponent, the receipt, opening, and consideration of a Proposal, the evaluation of Proposals, provision of additional information or conduct of presentations, the Proponent participation in any discussions or negotiations, or any other basis whatsoever arising out of this RFP.

Proponents will bear all costs and expenses in connection with their participation in this RFP. By submitting a Proposal in response to this RFP, a Proponent irrevocably and unconditionally waives any claims against the PA, the Nova Scotia Government, or NSPI relating to the Proponent's costs and expenses associated with participating in this RFP.

A Proponent shall not have any claim against the PA, the Nova Scotia Government, or NSPI for any compensation of any kind whatsoever as a result of participating in this RFP process, including without limitation to any claim for costs of the Notice of Intent Bid fee, Proposal preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract (including fundamental breach), tort, equity, breach of any duty (including, but not limited to breach of the duty of fairness) breach of the obligation to only accept compliant proposals, or any other cause of action whatsoever.

Regardless of any other provision in this RFP, or any oral or written representation, promise or warranty provided to the Proponent by the PA (including any of the PA's officers, employees or agents) the PA will not be liable to the Proponent in relation to any matter relating to this RFP and any breach of this RFP by the PA or otherwise, including without limitation any claims based on the PA's breach of any express or implied warranty, or PA's negligence, intended conduct, omissions, or other wrongdoing.

By submitting a Proposal, the Proponent agrees to indemnify the PA, the Nova Scotia Government and NSPI against any liability against any third party in relation to the third party's direct or indirect participation in this RFP, including (without limitation) the third party's submission of a Proposal to the Proponent in reliance on the PA's responsibilities to the Proponent under this RFP, whether this claim is based on the PA's breach of this RFP, or any express or implied warranty, or based on PA's negligence, intended conduct, omissions, or other wrongdoing.

7.2 RESERVED RIGHTS

Notwithstanding anything contained in this RFP, the PA reserves the right to:

- a. reject any Proposal in whole or part whether or not completed properly and whether or not it contains all necessary information;

- b. verify with any Proponent, including the Selected Proponent, or with any third party, any information set out in a Proposal in accordance with Section 7.5;
- c. disqualify a Proponent that submits a Proposal that contains misrepresentations or any other inaccurate or misleading information;
- d. disqualify a Proponent that has engaged in conduct prohibited by this RFP;
- e. make changes to this RFP or the form of Agreement (subject to receiving any required regulatory approval), including substantial changes, without any liability whatsoever to Proponents, provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- f. waive any informality or irregularity in a Proposal at its discretion or to otherwise exercise administrative discretion with respect to a Proposal or a Proponent's compliance with this RFP;
- g. reject all Proposals in the event that no Proposal demonstrates acceptable value for Nova Scotia electricity customers;
- h. cancel all or any part of this RFP at any time and for any reason or to suspend this RFP in whole or in part for any reason for such period as the PA shall determine in its discretion, in each case without any obligation or any reimbursement to the Proponents; and
- i. enter into post-submission discussions with any one or more Proponent(s) regarding price, project scope, or any other term of a Proposal, and such other terms as the PA may require, and to request additional information and clarification regarding any Proposal.

The rights reserved to the PA in this RFP are in addition to any other express rights or any other rights which may be implied in the circumstances, and the PA shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the PA exercising any of its express or implied rights under this RFP.

7.3 NO LOBBYING

Proponents, their agents or representatives (including lobbyists acting in compliance with *the Lobbyists' Registration Act*, SNS 2001, c 34) are strictly prohibited from communicating with any officer, member or employee of the PA, the Government of Nova Scotia or any of its departments, including the NRR, NSPI, any Restricted Party or any other Person involved in with an aim to influence the outcome of the RFP process, other than applications for Permits, approvals, regulatory compliance purposes, technical arrangements or participating in public stakeholder processes. Failure to comply with this provision may result in disqualification of such Proponent from the RFP process.

7.4 COLLUSION AND CONFLICT OF INTEREST

No Proponent shall be involved in preparing the contents of a Proposal of any other Proponent, nor coordinate the contents of its Proposal, with that of any other Proponent who does not have partial or full ownership of the other Proponent. Each Proponent shall keep the contents of its Proposal confidential until the conclusion of this RFP.

No Persons involved in the preparation of a Proposal under this RFP and/or required by a Proponent to successfully implement its Proposal for this RFP and to comply with the Agreement shall engage in any activity or communication that results in a Conflict of Interest, collusion, or a violation of any of the civil or criminal provisions of the *Competition Act* (Canada). In the event a Proponent has, or may have, business relationships or business or other exchanges outside the scope of this RFP and any of them is concerned that such relationships or exchanges might be viewed by the PA as being non-compliant with this Section 7.4, they may request a decision from the PA on a confidential basis by submitting a description of the relationship to the PA by email at novascotia@customerfirstrenewables.com.

Failure to comply with this Section 7.4 may result in disqualification of the Proponent from the RFP. The decision of the PA in any matters referred to in Section 7.4 is final and binding on the Persons requesting the ruling and all other Persons including all Proponents and the PA. The PA reserves the discretion to establish relevant

processes, from time to time, relating to any of the foregoing including identifying any circumstances in which a decision may be reconsidered.

The PA may provide any circumstances and information relating to any decision, and the decision by it, regarding any of the foregoing to all Proponents if the PA, in its discretion, determines that the decision is of general application or is in the interests of a fair and transparent RFP process.

7.5 VERIFICATION

All statements, information and documentation submitted as part of the RFP process are subject to verification in accordance with the terms of this RFP. If such statements, information, or documentation are determined by the PA to be incorrect or misleading, the PA reserves the right to re-evaluate the Proponent compliance with this RFP and to revise the RFP submission's status, and, in the PA sole discretion, disqualify the Proponent, thereafter.

7.6 ASSIGNMENT AND CHANGE OF CONTROL

A Proponent shall not assign its Proposal to another Person (including by way of amalgamation or by operation of law). After the Proposal Submission Deadline, and, until the earlier of (a) the date whereby each Selected Proponent has executed the Agreement, and (b) December 31, 2025, a Proponent may not, directly or indirectly, be the subject of a change of Control (including by way of amalgamation or by operation of law), unless:

- a. the Proponent has received the prior written consent of the PA, which consent may be withheld at the PA's sole discretion; or
- b. The Proponent is, or is Controlled by, a company that is listed on a recognized stock exchange (a "**Public Company**") and
 - i. there is a change of Control of the required Proponent as a result of the trading of shares of such Public Company;
 - ii. the Proponent notifies the PA within 10 Business Days following such change of Control having effect; and
 - iii. the Proponent satisfies all reasonable requests from the PA to provide additional information in connection with the change of Control, including the names of the Persons who Control or otherwise indirectly or directly have an ownership interest in the Proponent, following such change of Control.

Failure to comply with this provision may result in disqualification of such Proponent from the RFP process.

7.7 INTERPRETATION

7.7.1 The following materials form part of and are incorporated into this RFP:

- a. the body of this RFP;
- b. all appendices hereto; and
- c. all Addenda.

7.7.2 Capitalized terms used in this RFP have the respective meanings ascribed to them in Appendix 0. Any conflict or inconsistency between the body of this RFP, the Appendices and any Addenda shall be resolved by interpreting the documents and information in the following order from highest priority to lowest priority:

- a. Addenda;
- b. the body of this RFP; and
- c. appendices hereto.

- 7.7.3 Unless otherwise specified, all references to money amounts are to Canadian dollars and cents and shall be rounded to the nearest cent.
- 7.7.4 Where the PA may take an action or make a determination under this RFP, the decision to take such action or make such determination shall be at the PA's sole and absolute discretion.
- 7.7.5 This RFP is made under and shall be governed by and construed in accordance with, the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.
- 7.7.6 Headings of Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this RFP. A reference to "Section" means Sections of this RFP, unless otherwise specified.
- 7.7.7 Despite the fact that this RFP was drafted by the PA's legal and other professional advisors, Proponents acknowledge and agree that any doubt or ambiguity in the meaning, application or enforceability of any term or provision in this RFP shall not be construed against the PA or in favour of the Proponent when interpreting such term or provision, by virtue of such fact.
- 7.7.8 Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 7.7.9 If any provision of this RFP or its application to any party or circumstance is restricted, prohibited, or unenforceable, the provision shall be ineffective only to the extent of the restriction, prohibition, or unenforceability without invalidating the remaining provisions of this RFP and without affecting its application to the other party or circumstances.
- 7.7.10 A reference to a statute includes all regulations and rules made pursuant to the statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements, or supersedes any such statute, regulation or rule.
- 7.7.11 Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

8. APPENDIX

8.1 POWER PURCHASE AGREEMENT (APPROVED BY THE UARB)

[●]

8.2 DEFINITIONS

Addendum	means any attachment to the RFP that may modify and of the terms and conditions of the originally released document.
Agreement	has the meaning set out in Section 1.2.
Agreement Term	means the 25-year term of the Agreement, subject to early termination in accordance with the provisions described in the Agreement.
Arm's Length	has the meaning set out in the <i>Income Tax Act</i> (Canada).
Benefits Agreement	has the meaning set out in Section 6.4.2.2.
Business Day	means a day, other than a Saturday or a Sunday or a statutory holiday, on which banks are open for business in the Province of Nova Scotia.
Capacity Building	has the meaning set out in Section 6.4.2.1.
Capacity Building Plan	has the meaning set out in Section 6.4.2.1.
CFR	means CustomerFirst Renewables LLC.
CIB	means the Canada Infrastructure Bank.
Commercial Operations Date or COD	has the meaning set out in the Generator Interconnection Agreement.
Configuration Form	means the component of the Proposal taking the form of the document entitled "Configuration Form" published on the RFP tab of the RBP website.
Configuration Score	has the meaning set out in Section 2.1.
Configuration Spreadsheet	means the component of the Proposal taking the form of the document entitled "Configuration Spreadsheet" published on the RFP tab of the RBP website.
Conflict of Interest	means any situation or circumstance where, in relation to this RFP process, a Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including: (a) having access to information in the preparation of its Proposal that is confidential to the PA or the Government of Nova Scotia and not available to other interested parties; (b) communicating with any official or representative of the PA or the Government of Nova Scotia with a view to influencing preferred treatment in this RFP process; or (c) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive or unfair.
Congestion Management Alternative	has the meaning set out in the Agreement.
Control	means,

- a. in relation to a Person that is a corporation, the ownership, directly or indirectly, of:
 - i. voting securities of the Person carrying more than 50% of the voting rights attaching to all voting shares of the Person and which are sufficient, if exercised, to elect a majority of its board of directors; or
 - ii. securities representing greater than 50% of the economic value of the Person;
- b. in relation to a Person that is a partnership, limited partnership, trust or other similar entity, the ownership, directly or indirectly, of:
 - i. voting securities of such person carrying more than 50% of the voting rights attaching to all voting securities of the Person or
 - ii. securities representing greater than 50% of the economic value of the Person; and
- c. for any other person, the ownership of securities or other interests entitling the holder to exercise direction over the activities of the Person

(and “**Controls**”, “**Controlling**” and “**Controlled**” are defined accordingly).

Critical Flaw	means a Project Boundary that overlaps with a data layer that likely precludes that land from being the subject of a Crown lease at the time of the Preliminary Crown Land Desktop Scan.
DBRS	Means Dominion Bond Rating Service Limited
EA Guide	has the meaning provided in Section 5.14.1
ED&I	has the meaning provided in Section 6.4.4.1.
ED&I Plan	means a plan for advancing ED&I as described in Section 6.4.4.1.
Energy Bid	the annual amount of electricity expected to be generated by the Facility under the Agreement.
Energy Rate	means the fixed Energy Rate over the Agreement Term in \$/MWh to the third decimal place.
Energy Resource Interconnection Service or ERIS	has the meaning set out in the Generator Interconnection Agreement.
Environmental Assessment	has the meaning set out in the <i>Environment Act</i> (Nova Scotia).
Environmental Risk Questionnaire	means the environmental risk questionnaire taking the form prescribed by Appendix 8.5.
Expansion	<p>means the addition of Generation Equipment to an existing Generating Facility (in commercial operation no later than the RFP Date of Issuance) that:</p> <ul style="list-style-type: none"> a. has not commenced construction or installation prior to the contract date; b. is not intended to replace or refresh any Generation Equipment that operates at the existing Generating Facility; c. generates Energy output in addition to the Energy output of other Generation Equipment that operates or operated at the existing Generation Facility;

- d. does not include any of the energy generation capacity available from the existing Generation Facility; and
- e. has a design life equal to or greater than the Agreement term.

Expression of Interest	means the am expression of interest to submit a Proposal, that is based on the form published on the RBP website.
Expression of Interest Deadline	has the meaning set out in Section 2.5.1.
Facility	has the meaning set out in the Agreement.
Generating Facility	has the meaning set out in the Generator Interconnection Procedures.
Generation Equipment	means the equipment that is required to generate electrical current, and without limiting the generality of the foregoing, includes turbines, modules, inverters, and trackers.
Generation Technology	has the meaning set out in the Agreement.
Generator Interconnection Agreement or GIA	has the meaning set out in the Agreement.
Generator Interconnection Procedure or GIP	has the meaning set out in the Agreement.
Independent Power Producer	has the meaning set out in the Regulations.
Inquiries Deadline	has the meaning set out in Section 2.5.1.
Interconnection Customer	has the meaning set out in the Generator Interconnection Agreement.
Interconnection Facilities	has the meaning set out in the Generator Interconnection Agreement.
Interconnection Feasibility Study	has the meaning set out in the Generator Interconnection Agreement.
Interconnection Request	has the meaning set out in the Generator Interconnection Agreement.
Investment Grade Credit Rating	means a minimum credit rating of (i) BBB– with S&P, (ii) Baa3 with Moody’s, (iii) BBB low with DBRS, or (iv) BBB- with Fitch IBCA, if applicable.
Key Personnel	means the individuals who are critical and responsible for developing, financing, owning, or operating the Project.
Laws and Regulations	means: <ul style="list-style-type: none"> a. applicable federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, policies, regulations and statutes; b. applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, government agency or other Person having jurisdiction; c. applicable rulings and conditions or any license, permit certificate, registration, authorization, consent and approval of any Government Agency (including the Permits); and

	d. any requirements under or prescribed by applicable common law.
Major Equipment	means the equipment other than Generation Equipment that is necessary to deliver the Energy output, includes step-up transformers, switchgear, relays, and protection devices.
Majority Owned Mi'kmaq Project	means a Project in which the Mi'kmaq of Nova Scotia possess an ownership interest that is a Controlling interest.
Majority Owned Municipal Project	means [<i>intentionally omitted</i>]
MEKS	means Mi'kmaq Ecological Knowledge Study.
Mi'kmaq Ecological Knowledge Study Protocol	means a working document, developed by the Assembly of Mi'kmaq of Nova Scotia Chiefs, to identify the essential components of a Mi'kmaq of Nova Scotia ecological knowledge study, as described in Assembly of Mi'kmaq of Nova Scotia, Mi'kmaq Ecological Knowledge Study Protocol, 2 ed, Undated .
Mi'kmaq of Nova Scotia	means any of: <ul style="list-style-type: none"> a. one or more Nova Scotia Mi'kmaq First Nation of the Nova Scotia Mi'kmaq First Nations; b. a company wholly owned by one or more Nova Scotia Mi'kmaq First Nations, either directly, indirectly, or beneficially; or c. a limited partnership in which the general partner is wholly owned by one or more Nova Scotia Mi'kmaq First Nation and in which one or more Nova Scotia Mi'kmaq First Nation are the only equity and voting limited partner(s).
Minimum Criteria	means the minimum criteria which Proposals must satisfy to be scored for this RFP (and for the avoidance of doubt, to be eligible to become a Selected Proposal).
Minority Owned Mi'kmaq Project	means a Project in which the Mi'kmaq of Nova Scotia possess an ownership interest that is not a Controlling interest.
Minority Owned Municipal Project	means [<i>intentionally omitted</i>]
Municipality	means [<i>intentionally omitted</i>]
Moody's	means Moody's Investors Services Inc
Network Resource Interconnection Service or NRIS	has the meaning set out in the Generator Interconnection Agreement.
Network Upgrade	has the meaning set out in the Generator Interconnection Agreement.
Network Upgrade Costs	means the costs required to make the Network Upgrades.
New-Build	means a Generation Facility proposed as a Project that is not an Expansion or an existing Generation Facility (in commercial operation no later than the RFP Date of Issuance), and may include the construction of a Generation Facility on the Site of a previously operating renewable or non-renewable Generation Facility if: <ul style="list-style-type: none"> a. all Generation Equipment is new;

- b. all other equipment, including Major Equipment, facilities, and physical infrastructure are new or substantially new; and
- c. such Generation Facility has a design life equal to or greater than the Agreement Term.

Notice of Intent to Bid	means the form described in Section 2.5.4.1.
Notice of Intent to Bid Deadline	has the meaning set out in Section 2.5.1.
Nova Scotia Supply Community	has the meaning set out in Section 6.4.3.
NPCC	means the Northeast Power Coordinating Council.
NRCan	has the meaning set out in Section 2.7.
NRR	means Nova Scotia’s Department of Natural Resources and Renewables
NSPI	means Nova Scotia Power Incorporated.
Onsite Solar Data	has the meaning set out in Section 6.2.1.
Onsite Wind Data	has the meaning set out in Section 6.2.1.
Other Indigenous Group	means an Indigenous group or community (notably a First Nation), that is not part of the Mi’kmaq of Nova Scotia.
Person	means a natural person, firm, a company, a sole proprietorship, a corporation, a partnership, a limited partnership, a joint venture, a trust, a Government Agency or other entity of any kind.
Point of Interconnection	has the meaning set out in the Generator Interconnection Agreement.
Preliminary Crown Land Desktop Scan	means the output that is based on the form provided by Appendix 8.4. which is generated in respect of Crown land from the process described in Section 6.2.5.3.
Procurement Administrator or PA	has the meaning set out in the Regulations.
Project	means the Facility and any rights, property, and assets, whether real or personal and whether tangible or intangible, required by the Seller to design, construct, operate, maintain, rehabilitate or modify the Facility, or required by the Seller for use of the Site, including any contract or engagement for such purpose, permits, roads, and any land tenure and land tenure agreements.
Project Boundary	means the collection of various boundaries surrounding the footprints of land disturbed for the construction and development of the Facility and the Interconnection Facilities up until the Point of Interconnection which shall consists of the polygons surrounding the land required for the Generation Facility (including Generation Equipment such as turbines, modules, inverters, and trackers); the Interconnection Facilities (including Major Equipment such as step-up transformers, switchgear, relays, and protection devices); and access roads.
Project Team	has the meaning set out in Section 1.3.2.

Proponent	means a Person registered under the RFP for the purpose of submitting a Proposal, having submitted or received transfer of a Notice of Intent to Bid, who is responsible to develop, finance, own and operate the Project. For greater certainty, the Proponent must have a Controlling interest in the Project at the time of Proposal submission and at the time that the Agreement is executed.
Proponents Guide	has the meaning set out in Section 6.3.2.
Proposal	means the proposal submitted by the Seller to the PA in connection with the RFP, as amended from time to time.
Proposal Completion Checklist	means the component of the Proposal taking the form of the document entitled "Proposal Completion Checklist" published on the RFP tab of the RBP website.
Proposal Submission Deadline	has the meaning set out in Section 2.5.1.
Public Company	has the meaning set out in Section 7.6
Public Utility	has the meaning set out in the in the <i>Electricity Act</i> (Nova Scotia).
Qualified Meteorologist	means a third-party or in-house meteorologist, engineer, or physical scientist with an advanced degree in a relevant field of study and at least seven years of experience conducting resource assessments for wind or solar energy projects.
Rate Base Procurement or RBP	means the rate base procurement of Renewable Low-Impact Electricity that administered by the Procurement Administrator for the Province of Nova Scotia.
RBP Portfolio Notification Date	has the meaning set out in Section 2.5.1.
Regulations	means the Renewable Energy Regulation, NS Reg 155/2010 under the <i>Electricity Act</i> (Nova Scotia).
Renewable Low-Impact Electricity	has the meaning set out in the Regulations.
Renewable Low-Impact Electricity Generation Facility	means a generating facility that generates Renewable Low-Impact Electricity and has received all approvals and permits required under the Regulations or any other applicable enactment
Request for Debriefing Deadline	has the meaning set out in Section 2.5.1.
Request for Proposal or RFP	means this request for proposals for the Rate Base Procurement.
Restricted Party	means a Person who had, or currently has, participation or involvement in: <ul style="list-style-type: none"> a. any processes in connection with the RFP on behalf of the PA or the Government of Nova Scotia; or b. the design, planning, development, implementation, or evaluation of the RFP for the PA or the Government of Nova Scotia; or any other relationship with the PA or the Government of Nova Scotia related to the RFP; and who, as a result, and in the opinion of the PA: <ul style="list-style-type: none"> c. has a Conflict of Interest or creates the perception of a Conflict of Interest in relation to the RFP; or may provide a material unfair advantage to any

Proponent or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents.

RFP Date of Issuance	has the meaning set out in Section 2.5.1 of the RFP.
Scored Criteria	means the criteria by which Proposals are evaluated for selection in the Rate Base Procurement on the basis of a Configuration Score.
Selected Proponent	means a Proponent that submitted a Proposal that was selected by the PA as a Selected Proposal.
Selected Proposal	means the configuration from a Proposal that is selected for the RBP portfolio based on the RFP evaluation process.
Shortlist Portfolio	has the meaning set out in Section 2.1 of the RFP.
Shortlist Portfolio Interview Period	has the meaning set out in Section 2.5.1 of the RFP.
Shortlisted Proponent	has the meaning set out in Section 2.1 of the RFP.
Shortlisted Proposal Notification Date	has the meaning set out in Section 2.5.1 of the RFP.
Shortlisted Proposals	means a Proposal that has been selected for the Shortlist Portfolio.
Site	means the real property on, over, in or under which the Project is, or is to be, situated, as such property is described in the Proposal.
Site Control	has the meaning set out in the Generator Interconnection Agreement.
Soft Commitment	has the meaning set out in Section 6.2.2.1 of the RFP
Solar Meteorological Tower	means a monopole or open lattice tower (including the tower, base plate, anchors, and hardware), and which may be outfitted with pyranometers (global horizontal irradiance), albedometers (albedo), thermometers, anemometers, wind vanes, barometer and hygrometer, booms to hold meteorological sensors, data logger (recording average, maximum, minimum, and standard deviation), meteorological sensor data (in no greater than 10-minute intervals), instrument wiring, telemetry devices used to quantify solar irradiance over a period of time at a given location.
S&P	means Standard and Poor's Rating Services
System Impact Study	has the meaning set out in the Generator Interconnection Agreement.
System Operator	has the meaning set out in the Agreement.
Tangible Net Worth	means in respect of a Proponent, at the time it submits a Proposal and without duplication, an amount determined in accordance with GAAP (or IFRS, if the Proponent has adopted such standard), and calculated as (a) the aggregate book value of all assets, minus (b) the aggregate book value of all liabilities, minus (c) the sum of any amounts shown on accounts of patents, patent applications, service marks, industrial designs, copyrights, trademarks and trade names, and licenses, prepaid assets, goodwill and all other intangibles.
Target Agreement Execution Period	has the meaning set out in Section 2.5.1 of the RFP.

Total Costs	means a Proponent's estimated costs of developing and constructing the Project to be raised by a combination of debt and equity.
Transmission Owner	has the meaning set out in the Generator Interconnection Agreement.
Transmission Provider	has the meaning set out in the Generator Interconnection Agreement.
Transmission System	means the Nova Scotia energy transmission system operated by the System Operator.
TSIR	means the Transmission Service Interconnection Requirements.
UARB	means the Nova Scotia Utility and Review Board.
Underrepresented Group	has the meaning set out in Section 6.4.4.1.
VEC	means a valued environmental component within the meaning of Appendix 8.6
VECs, Effects Management & Approvals Risk Survey	means the risk survey that is based on the form provided in Appendix 8.6.
Wind Meteorological Tower	means a monopole or open lattice tower (including the tower, base plate, anchors, and hardware), and which may be outfitted with anemometers, wind vanes, thermometers, barometer and hygrometer, booms to hold meteorological sensors, data logger (recording average, maximum, minimum, and standard deviation), meteorological sensor data (in no greater than 10-minute intervals), instrument wiring, telemetry devices, and remote sensing equipment (LIDAR and SODAR) used to characterize the wind speed and wind flow characteristics over a period of time at a given location.
WSFD	means wind speed frequency distribution.
Zone	means the zone assigned to a Project on the basis of the location of the Point of Interconnection as described in the transmission zone map at Appendix 8.9.

8.3 PROPONENT RESOURCES

Any questions or comments directly regarding a publicly available resource should be directed to the appropriate publishing party.

RFP Section	Resource
1 Introduction	
1.2 The Procurement Administrator	<ul style="list-style-type: none"> Rate Base Procurement Public Webinars
2 RFP Process	
2.2.1 Information Sharing by PA	<ul style="list-style-type: none"> Rate Base Procurement Website Rate Base Procurement Updates Rate Base Procurement Frequently Asked Questions Rate Base Procurement RFP and Additional Documents
2.9 Confidentiality and Privacy	<ul style="list-style-type: none"> Freedom of Information and Protection of Privacy Act Personal Information International Disclosure Protection Act
3 Interconnection & Ancillary Services	
3 Interconnection & Ancillary Services	<ul style="list-style-type: none"> NSPI Generation Interconnection Procedures (GIP)
3.1.2 Compensation Framework for Curtailment	<ul style="list-style-type: none"> Generator Interconnection Agreement (GIA)
3.1.5 Ancillary Services – Underfrequency Events	<ul style="list-style-type: none"> Transmission Service Interconnection Requirements (TSIR)
5 Minimum Criteria	
5.4 Cyber Security	<ul style="list-style-type: none"> Canadian Cyber Security Tool
5.14 VECs, Effects Management, Approvals & Permits	<ul style="list-style-type: none"> Guide to Preparing an EA Registration Document for Wind Power Projects in Nova Scotia Guide to Addressing Wildlife Species and Habitat in an EA Registration Document The Wildlife Division of the Nova Scotia Department of Natural Resources and Renewables online database Endangered Species Act of Nova Scotia — and regulations — to identify species at risk: Species at Risk Public Registry for Species at Risk Act Significant habitat data relative to endangered species from the Atlantic Canada Conservation Data Centre The Ecological Land Classification Guide for Nova Scotia Information from the Canadian Wildlife Service on Wind Turbines and Birds: A Guidance Document for Environmental Assessment as well as Recommended Protocols for Monitoring Impact of Wind Turbines on Birds A map of Important Bird Areas for Maritimes Federal Critical Habitat Dataset Federal Recovery Strategies Provincial Recovery Plans Health Canada

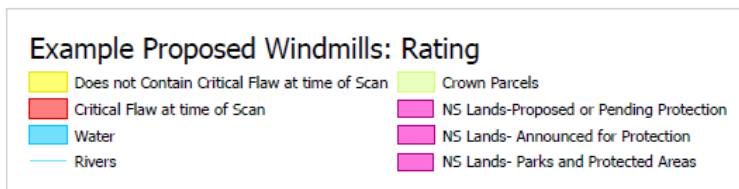
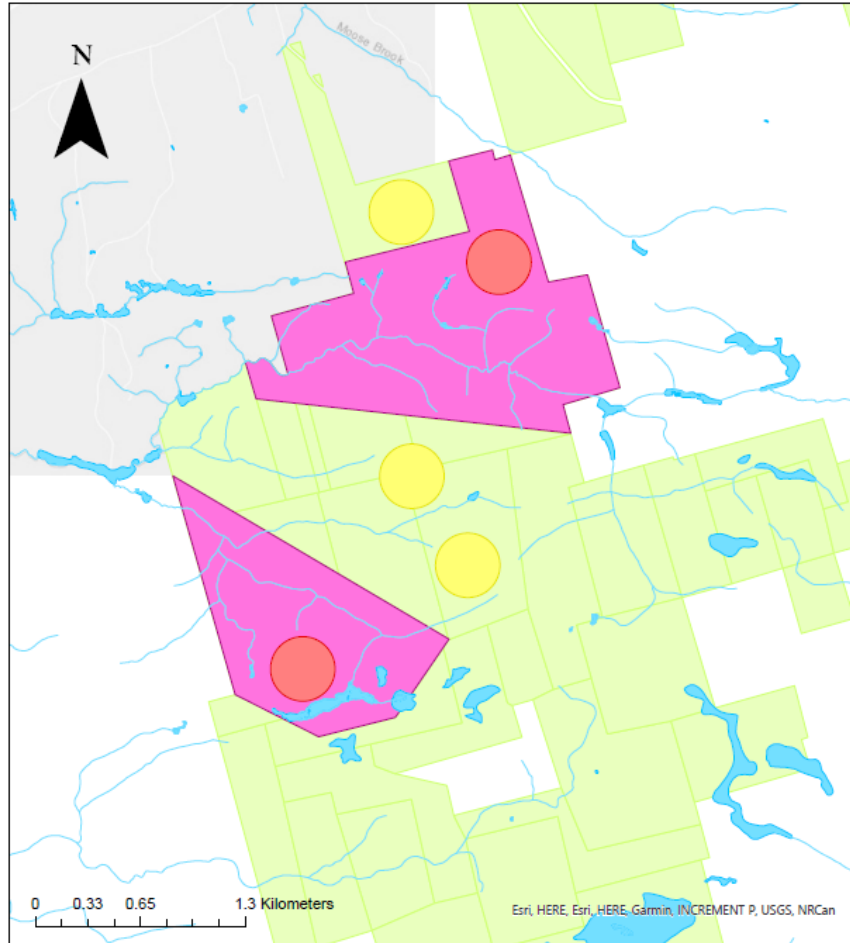
6 Scored Criteria

6.2.4 Environmental Risk	<ul style="list-style-type: none">• Provincial Landscape Viewer• Protected Areas Interactive Map
6.3.1 Engagement with the General Public	<ul style="list-style-type: none">• Best Practices for Indigenous & Public Engagement, published by CanREA
6.3.2 Engagement with the Mi'kmaq of Nova Scotia	<ul style="list-style-type: none">• Proponents Guide: The Role of Proponents in Crown Consultation With The Mi'kmaq of Nova Scotia• Mi'kmaq Ecological Knowledge Study Protocol

8.4 EXAMPLE OF PRELIMINARY CROWN LAND DESKTOP SCAN

- **"Yellow:"** Does not contain a Critical Flaw at the time of the Preliminary Crown Land Desktop Scan.
- **"Red:"** The proposed Project Boundary overlaps with at least one data layer that results in a Critical Flaw at the time of the Preliminary Crown Land Desktop Scan. As a result, the Proposal fails to meet the Minimum Criteria.

Example Map:



Example Table:

I_DNRID	Restriction	Flaw
1	Parks and Protected Area	Critical Flaw
2		Non Critical Flaw
3		Non Critical Flaw
4	Parks and Protected Area	Critical Flaw
5		Non Critical Flaw

8.5 TEMPLATE: ENVIRONMENTAL RISK QUESTIONNAIRE

Category	Questions	Yes (0 pt)	No (1 pts)
Landscape Fragmentation	1. Does more than 30% of the Project Boundary overlap with Mature Forest or Multi-Aged/Old Forest on the Provincial Landscape Viewer?		
Landscape Fragmentation	2. Does the Site have a lower density of roads than 0.6 km/km ² on the Provincial Landscape Viewer? [For Projects on Crown lands, this applies to each Crown land parcel with a unique PID on which the Project is sited]		
Regional Ecological Connectivity	3. Is the Project Boundary located 500m from an existing or pending park or Protected Area > 500 ha on the Provincial Landscape Viewer?		
Fine-Filter Biodiversity Elements	4. Does the Project Boundary overlap with Significant Habitat, or Old Forest Policy lands on the Provincial Landscape Viewer?		
Fine-Filter Biodiversity Elements	5. Does the Project Boundary overlap with special management practice zones on the Provincial Landscape Viewer?		

8.6 TEMPLATE: VECS & EFFECTS MANAGEMENT TABLE

For more detailed instructions, see Section 5.14.1.

Valued Environmental Components (VECs) and Effects Management	Summary of Potential Impacts	Risk Assessment & Mitigation	Anticipated Approvals or Permits
Climate Change			
Geology			
Surface Water			
Ground Water			
Wetlands			
Flora and Fauna Species and Habitat <i>(including considerations for landscape fragmentation and degradation, regional ecological connectivity, and fine-filter biodiversity elements)</i>			
Species of Conservation Interest <i>(including current and pending Species at Risk, proposed and designated critical federal habitat, and Provincial designation of core habitat)</i>			
Native Vegetation/ Biodiversity			
Bird Migration			
Bats			
Fish and Fish Habitat			
Visual Impact Assessment <i>(including setbacks and separation distances)</i>			
Noise Levels			
Shadow Flicker			
The Mi'kmaq of Nova Scotia <i>(including if Mi'kmaq Ecological Knowledge Survey is planned)</i>			
Land Use and Value			
Recreation and Tourism			
Transportation			
Human Health			
Cultural and Heritage Resources			
Other			

8.8 TEMPLATE: LOCAL EXPENDITURE TABLE(S)

Directions:

Total construction costs should include all costs to complete the Project, incurred after February 26, 2020, that would allow regular operations to commence. Replacement and maintenance costs should be included under generation operations. Average annual generation costs should be reported for a representative five-year average (specifically the first five years) of annual costs of generation operations and maintenance

Table 1: Construction Activity

	Expenditure on local goods and services	Total expenditure
Direct wages & salaries (own company) <i>(Weight: 100%)</i>		
Management		
Assembly		
Installation		
FTE		
Management		
Assembly		
Installation		
Debt servicing costs (Weight: 0%)		
Land costs (Weight: 5%)		
Project costs (excluding wages & salaries)		
Contractor services		
<i>Electrical</i>		
<i>Site preparation</i>		
<i>Fabrication</i>		
<i>Other _____</i>		
Equipment rental		
Transportation		
Insurance/financial fees		
Engineering		
Legal		
Rental and leasing (excluding equipment)		
Office space		
Management office functions		
Environmental		
Other services: _____		

Direct purchases from manufacturers		
<i>Building materials</i>		
<i>Steel/rebar</i>		

	Expenditure on local goods and services	Total expenditure
<i>Wood products</i>		
<i>Concrete</i>		
<i>Building systems</i>		
<i>Other:</i>		
<i>Turbines</i>		
<i>Electronic components (including photovoltaic cells)</i>		
<i>Furnaces</i>		
<i>Chemicals</i>		
<i>Fabricated metal products (includes structural metal, boilers, and hardware)</i>		
Other manufactured goods:		

Direct purchases from wholesale and retail (Weight: 30%)		
<i>Building materials</i>		
<i>Steel/rebar</i>		
<i>Wood products</i>		
<i>Concrete</i>		
<i>Building systems</i>		
<i>Other:</i>		
<i>Turbines</i>		
<i>Electronic components (including photovoltaic cells)</i>		
<i>Furnaces</i>		
<i>Chemicals</i>		
<i>Wood products</i>		
<i>Fabricated metal products (includes structural metal, boilers, and hardware)</i>		
Office equipment/material		
Other goods: _____		

Contingency		
Total Construction Costs		

Table 2: Generation Operations

	Expenditure on local goods and services	Total expenditure
Direct wages & salaries (own company) <i>(Weight: 100%)</i>		
Management		
Equipment operators		
Repair and maintenance		
FTE		
Management		
Equipment operators		
Repair and maintenance		
Debt servicing costs (Weight: 0%)		
Project costs (excluding wages & salaries)		
Contractor services		
<i>Electrical</i>		
<i>Site preparation</i>		
<i>Fabrication</i>		
<i>Other _____</i>		
Equipment rental		
Transportation		
Engineering		
Insurance/financial fees		
Legal		
Rental and leasing (excluding equipment)		
Office space		
Management office functions		
Environmental		
Other services: _____		

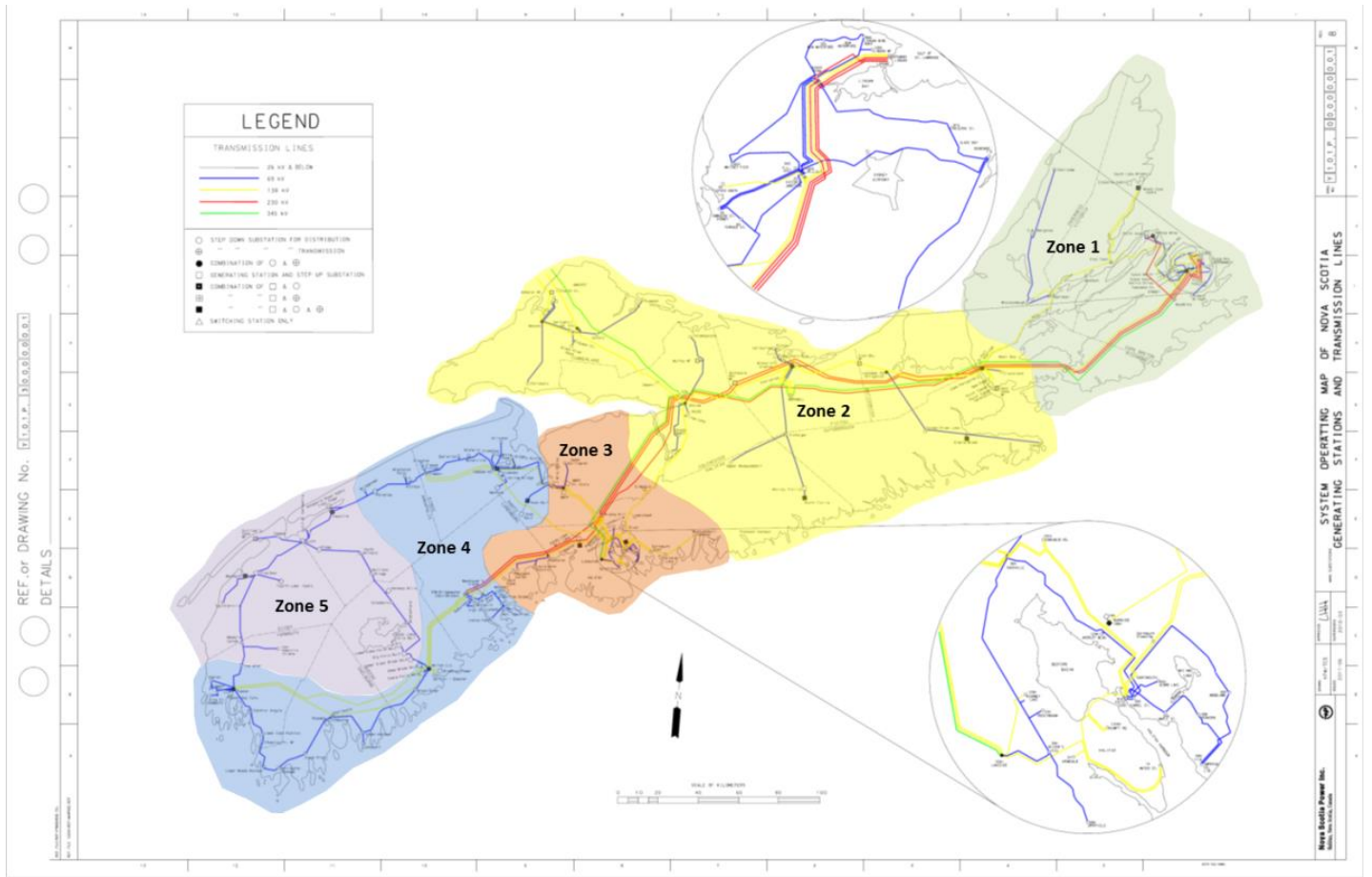
Direct purchases from manufacturers		
<i>Building materials</i>		
<i>Turbines</i>		
<i>Electronic components (including photovoltaic cells)</i>		
<i>Furnaces</i>		
<i>Chemicals</i>		
<i>Wood products</i>		
<i>Fabricated metal products (includes structural metal, boilers, and hardware)</i>		
Other manufactured goods: _____		

	Expenditure on local goods and services	Total expenditure

Direct purchases from wholesale and retail (Weight: 30%)		
<i>Building materials</i>		
<i>Steel/rebar</i>		
<i>Wood products</i>		
<i>Concrete</i>		
<i>Building systems</i>		
<i>Other:</i>		
<i>Turbines</i>		
<i>Electronic components (including photovoltaic cells)</i>		
<i>Furnaces</i>		
<i>Chemicals</i>		
<i>Wood products</i>		
<i>Fabricated metal products (includes structural metal, boilers, and hardware)</i>		
Office equipment/material		
Other goods: _____		

Average Annual Generation Costs (five-year average)		

8.9 ZONE MAP



8.10 DEFINITION OF ZONES

Definition of Zones													
69 kV Line	Zone	69 kV Line	Zone	69 kV Line	Zone	138 kV Line	Zone	138 kV Line	Zone	230 kV Line	Zone	345 kV Line	Zone
L-5003	3	L-5044	4	L-5536	4	L-6001	2,3	L-6053	4	L-7001	2,3	L-8001	2
L-5004	3	L-5046	4	L-5537	4	L-6002	3,4	L-6054	4	L-7002	2,3	L-8002	2,3
L-5010	3	L-5047	4	L-5538	5	L-6003	3	L-6503	2	L-7003	2	L-8003	2
L-5011	3	L-5048	4	L-5539	4	L-6004	3,4	L-6507	2	L-7004	2	L-8004	1,2
L-5012	3	L-5049	3	L-5540	4	L-6005	3	L-6508	2	L-7005	2		
L-5014	3	L-5050	5	L-5541	4,5	L-6006	4	L-6510	1	L-7008	3,4		
L-5015	3	L-5053	4	L-5544	5	L-6007	3	L-6511	2	L-7009	3,4		
L-5016	3,4	L-5054	5	L-5545	4	L-6008	3	L-6512	1	L-7011	1,2		
L-5017	4	L-5055	5	L-5546	4	L-6009	3	L-6513	2	L-7012	1,2		
L-5019	4	L-5056	5	L-5547	4	L-6010	3	L-6514	2	L-7014	1		
L-5020	4	L-5057	5	L-5548	2	L-6011	3	L-6515	2	L-7015	1		
L-5021	4	L-5058	2	L-5549	2	L-6012	3,4	L-6516	1,2	L-7018	2,3		
L-5022	4	L-5500	2	L-5550	2	L-6013	4	L-6517	2	L-7019	2		
L-5023	4	L-5501	2	L-5551	4	L-6014	3	L-6518	2				
L-5024	4	L-5502	2	L-5555	1	L-6015	4	L-6521	2				
L-5025	4	L-5505	1	L-5559	1	L-6016	3	L-6523	2				
L-5026	4,5	L-5506	2	L-5560	1	L-6020	4	L-6527	3				
L-5027	4	L-5508	2	L-5561	1	L-6021	4	L-6531	4				
L-5028	2	L-5510	2	L-5563	1	L-6024	4	L-6533	1				
L-5029	2	L-5511	2	L-5564	1	L-6025	4	L-6534	1				
L-5030	2	L-5512	2	L-5565	1	L-6033	3	L-6535	2				
L-5031	3	L-5521	3	L-5569	1	L-6035	3	L-6536	2				
L-5032	3	L-5524	2	L-5571	1	L-6038	3	L-6537	1,2				
L-5033	4	L-5527	2	L-5572	1	L-6040	3	L-6538	1				
L-5035	4	L-5530	4	L-5573	1	L-6042	3	L-6539	1				
L-5036	4	L-5531	5	L-5575	1	L-6043	3	L-6543	2				
L-5037	3	L-5532	5	L-5576	1	L-6047	4	L-6545	1				
L-5039	3	L-5533	5	L-5579	1	L-6048	4	L-6548	2				
L-5040	2	L-5534	4	L-5580	1	L-6050	3	L-6549	1				
L-5041	3	L-5535	4,5	L-5581	5	L-6051	3	L-6551	2				
L-5042	3					L-6052	4	L-6552	2				

Notes:

- For lines that traverse more than one Zone, the Project's Zone will be determined by selecting the closest substation bus to the Point of Interconnection.
- The System Operator will provide clarification as to which Zone is applicable upon request.

8.11 FORM OF ROYALTY AND CONTRIBUTION AGREEMENT WITH CANADA
INFRASTRUCTURE BANK

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