As part of the Program Administrator's commitment to an effective procurement process, Power Advisory encouraged feedback from interested parties regarding the Nova Scotia Green Choice Program Procurement – RFP II ("RFP").

Below is a summary of the questions and comments received from interested parties along with a response.

Capitalized terms used in this document and in the RFP but not otherwise defined in the Appendix A – Glossary of Terms have the meanings given to them in the PPA.

Disclaimer: This document is provided for informational purposes only and does not amend, modify, interpret, or replace the terms of any the RFP or PPA. It should not be relied upon as a statement of contractual rights, obligations, or commitments. In the event of any inconsistency or conflict between this document and the applicable PPA and/or RFP, the terms of the PPA and/or RFP will prevail.

RFP - Frequently Asked Questions/Feedback

Item #	Question/Feedback	Answer
	Qualified Renewable Low-Impact Electricity Generation Facility	
1.	Can the definition of *Qualifying Renewable Low-Impact Electricity Generation Facility* have the geographical restrictions to Canada and the US removed or expanded to include other regions?	Appendix A – Glossary of Terms Definition has been expanded to remove geographic restrictions.
	Transmission Zone Map	
2.	Can more detailed information (e.g. a spatial file) be provided on the transmission zone maps to confirm compliance?	Appendix E - Transmission Zone Map We anticipate that updated zone maps and circuit information will be available in September, along with the final RFP documents.

Item #	Question/Feedback	Answer
3.	Please clarify which Transmission Zones are not allowed to have Projects bid into the GCP – RFP II.	Appendix E - Transmission Zone Map The RFP has been updated to include the requirement that the Point of Interconnection for a Project must not be in Zone 4 or 5.
	Onsite Wind Data	
4.	Can *Onsite Wind Data* include data collected in the nearby vicinity to the Site?	Appendix A – Glossary of Terms The definition of Onsite Wind Data has been updated to reflect that data collected in close proximity to the Site and is deemed by a Wind Energy Resource Assessment Professional as sufficiently representative of the wind resource at the Site is acceptable.
5.	Please clarify what is meant by "minimum probability of exceedance" for the Scored Criteria Resource Assessment.	4.3 Stage 3 - Scored Criteria In this context, a minimum probability of exceedance of 50% means there is a 50% chance the expected output would be greater than the Energy Bid, commonly referred to as a P50 estimate. A higher probability of exceedance would mean there is a greater chance the expected output would exceed the Energy Bid.
6.	Is there any formatting requirement or specific information that should be included in a Resource Assessment Report?	2.1 Resource Assessment The RFP has been updated to provide some additional guidance on the contents of the resource assessment report.

Item #	Question/Feedback	Answer
	Interconnection	
7.	Please clarify if connections at 69kv are permitted.	2.3 Renewable Low-Impact Electricity Generation Project The RFP encourages connection at 138 kV and above, but the mandatory requirement is for connection to the Transmission System.
8.	If an Interconnection Feasibility Study has already been submitted to the IESO for a Project, would it need to be re-submitted to be included in the 'prioritized study queue for GCP Projects'?	2.8 Interconnection Feasibility Study Yes. All Projects participating in the RFP must submit (or resubmit) an Interconnection Request and have an Interconnection Feasibility Study performed.
9.	What are the timelines with respect to the Interconnection Feasibility Studies, and will the RFP allow enough time for Proponents to incorporate results into their Proposals?	2.8 Interconnection Feasibility Study The timelines with respect to Interconnection Feasibility Studies have been updated in the revised draft RFP. The Proposal Submission Deadline will be adjusted, if necessary, to provide a minimum of thirty (30) days from the date Interconnection Feasibility Study results are made available to Proponents to the Proposal Submission Deadline.
10.	General feedback and questions regarding Interconnection Feasibility Study Request/Process	2.8 Interconnection Feasibility Study Feedback was forwarded to IESO NS.
11.	Please clarify whether Proposals are required to be submitted as Energy Resource Interconnection Service (ERIS).	2.8 Interconnection Feasibility Study Yes. The RFP has been updated to reflect that Projects must apply for ERIS exclusively.
12.	As currently drafted, the RFP does not appear to incorporate consideration of project-specific network upgrade costs within its evaluation criteria.	2.8 Interconnection Feasibility Study The Proposal evaluation process has been updated to include a "deliverability assessment" by IESO NS.

Item #	Question/Feedback	Answer
	Federal Funding / Canadian Investment Bank (CIB)	
13.	General feedback and questions regarding Federal Funding / Canadian Investment Bank (CIB)	1.5 Federal Funding Feedback has been forwarded to CIB who expects details regarding funding to be available when the RFP is issued in September.
14.	Can you provide timing and details of Federal Funding?	1.5 Federal Funding Details are expected to be available closer to the issuance of the final RFP and PPA.
	Financing Plan	
15.	The Financial Model requested as evidence contains highly sensitive and proprietary data. Can the evidentiary requirements requested be modified so as not to include such sensitive data?	2.11 Financing Plan The RFP has been updated removing the requirement for a Financial Model and requesting capital expenses and average annual operating expenses.
16.	Can the Scored Criteria for Financing Plans be revised so it does not seem to favour self-financing?	Prescribed Forms and 4.3 Stage 3 - Scored Criteria The Scored Criteria for Financing Plans, which is not mandatory, has been updated to award points either for the demonstrated ability to self-finance OR demonstration of 100% Soft Commitments for financing the project.

Item #	Question/Feedback	Answer
	Experience	
17.	Please consider awarding points to Proponents who can demonstrate experience outside of Nova Scotia.	2.1 Project Team Member Experience and 4.3 Stage 3 - Scored Criteria The RFP has been updated to provide points for this Scored Criteria comparable to the prior GCP RFP. The date by which commercial operation has been achieved has been extended to by no more than 15 years prior to the Proposal Submission Deadline.
18.	Please consider Team Member experience outside of Canada and the U.S.	4.3 Stage 3 - Scored Criteria The RFP has been updated to include international experience.
19.	Please provide clarity on the Experience requirements of Designated Team Members, specifically whether it is one Designated Team Member per experience category, OR one Designated Team Member in total that has worked in one of the different experience categories?	4.3 Stage 3 - Scored Criteria The RFP has been updated to provide clarity to the requirements.
20.	Can Section 4.3e(iii) be revised to allow more developers to qualify for points based on project experience.	4.3 Stage 3 - Scored Criteria The RFP has been updated to reduce project size and broaden jurisdictions.
	Existing PPA	
21.	Please consider revising RFP to be more expansive regarding existing PPAs with just NSPI.	2.3 Renewable Low-Impact Electricity Generation Project RFP language has been updated to provide additional clarity that Projects that already have power purchase agreements are not eligible.

Item #	Question/Feedback	Answer
	Early COD / COD	
22.	Awarding points for Commercial Operation Date before Dec. 31, 2030, represents a challenge.	2.4 Schedule Requirements The PPA has been updated to include an Early Completion Incentive.
	Project Site	
23.	Please provide clarity regarding the definition of Protected Land and Adjacent Land.	2.3 Renewable Low-Impact Electricity Generation Project and 4.3 Stage 3 - Scored Criteria Protected Land is defined in the PPA. The RFP has been updated to provide clarity on Adjacent Land by creating new defined term of Adjoined.
24.	Please consider not awarding points for Municipal approvals.	4.3 Stage 3 - Scored Criteria The RFP will not include points for Municipal approvals.
25.	Please clarify if it is 100% of the Interconnection Facilities (including access roads to interconnection facilities) that are required to be on private land, or is it Interconnection Facilities AND any and all access roads and electrical collection infrastructure as part of the Generating Facility which must be on private lands to get full points?	4.3 Stage 3 - Scored Criteria The Generating Facility must be on private lands (mandatory requirement). Points are awarded if Interconnection Facility and access roads are on private lands or use existing public roads.
26.	Please consider language related the Project Site and the points allocation for interconnection 'located on private land', be substituted from “are” to “are or can be”?	4.3 Stage 3 - Scored Criteria The RFP language has been updated.

Item #	Question/Feedback	Answer
	Access Rights	
27.	Please clarify what constitutes evidence for Site Control.	2.9 Access Rights The Prescribed Form: Access Rights and Project Site includes an example letter from the documented title holder.
	Laws and Regulations – Interconnection	
28.	Please provide clarity regarding the compliance requirements related to 'all applicable NERC requirements and NPCC criteria, TSIR, […]'.	2.6 Laws and Regulations The RFP language has been updated to focus on permits and approvals.
	Registration	
29.	What are the methods of payment for the Registration Fee?	3.6 Proponent Registration The acceptable forms of payment for the Registration Fee are either certified cheque or bank draft.
30.	Can the Registration Deadline be set to a date after the final RFP and PPA are issued?	3.3 Schedule The RFP Schedule has been updated to reflect request.
31.	Please provide clarity regarding the possibility of using different Proponent name during the Registration and the Proposal Submission process.	3.6 Proponent Registration The RFP has been updated to provide clarity that information provided in Section 1 of the Registration Form may be modified in the Proposal Submission.
32.	Are the 'Primary Project Configuration' and the 'Alternate Project Configuration' considered as a single 'Proposal' under the RFP for the purposes of the $10k registration fee?	3.9 Proposal Submission Yes.

Item #	Question/Feedback	Answer
	Environmental Risk	
33.	Please consider awarding more points to Projects with EAs.	2.12 Environmental Risk No changes to the points structure are being considered. Structure is comparable to prior GCP RFP.
	Transportation Upgrades	
34.	General feedback and questions regarding transportation upgrades	2.13 Transportation and Logistics Feedback has been forwarded to Department of Energy.
	Proposal Security / LC	
35.	Considering the specifics of each bank, is it possible to receive a sign-off on the final LC wording ahead of the deadline to submit the LC?	Appendix A – Glossary of Terms LC language must be substantially in the form of Appendix G .
36.	Please consider removing Proposal date on LC.	Appendix G - Form of Irrevocable and Unconditional Standby Letter of Credit Form of LC in the RFP has been updated to only reference the Unique Project ID.
37.	Remove requirement for Proposal Security.	3.9 Proposal Submission No changes surrounding the Proposal Security will be made.
	Process	
38.	Suggest the PA not have discretionary ability to allow for Proposal rectification. Proponents should receive one (1) opportunity to correct any error or deficiency only.	4.1 Stage 1 – Completeness Requirements No changes to RFP will be made.

Item #	Question/Feedback	Answer
39.	Please consider including requirement of a Mi'kmaq or community partnership as part of the mandatory criteria in addition to being evaluated as part of the Scored Criteria such as in the GCP 1.	4.2 Stage 2 – Mandatory Requirements No changes to RFP will be made.
40.	The requirement in Section 4.2 a) (i) should not be whether the Proponent has been issued a Unique Project ID by the PA but rather, that the Proponent has provided such ID to the PA.	4.2 Stage 2 – Mandatory Requirements The RFP has been updated accordingly.
41.	Please consider removing any reference to the extension of the Period of Irrevocability and provide for a repayment of the Registration Fee after the initial Period of Irrevocability has lapsed.	3.9 Proposal Submission No changes to RFP will be made.
42.	Please ensure that the date used in S.2.7(a)(i) is set to after the release of the final RFP and PPA.	2.7 Engagement The RFP has been updated to reference within 20 Business Days of RFP Effective Date.
43.	Please advise when schedule is anticipated to be finalized and communicated to proponents.	3.3 Schedule The RFP timelines have been updated on the Program website.

Item #	Question/Feedback	Answer
44.	Under the previous RFP, the PA committed to reviewing submitted proposals for completeness and organization prior to undertaking a formal evaluation (previous Section 4.1). This provision has been removed in the current draft. Please consider reinstating a similar step within the GCP RFP II process. To help ensure that the most competitive projects are considered — and not excluded due to minor or immaterial oversights — it is suggested that PA incorporates a preliminary review process, along with an opportunity for clarification or discussion where submission deficiencies are identified.	General Feedback RFP process already includes such opportunities for minor rectifications and PA has reserved rights with respect to clarifications and interviews.
	Engagement	
45.	Please consider additional 2 points for having a Community Liaison Committee in place, demonstrating a regular, long standing and locally informed relationship with community representatives.	4.3 Stage 3 - Scored Criteria The RFP has been updated to include 1 point for having a Community Liaison Committee.
46.	Please clarify number of points awarded per individual support letter.	4.3 Stage 3 - Scored Criteria The RFP has been updated to provide 0.5 points for each Letter of Support to a maximum of 4 points.
47.	Please clarify the requirement for an in-person open house or public meeting, specifically that one is not required as long as the Proponent receives feedback from communities in close proximity?	4.3 Stage 3 - Scored Criteria The RFP has been updated to make clear that an in-person open house / public meeting is part of the mandatory engagement requirements.

Item #	Question/Feedback	Answer
	Ownership	
48.	Please consider greater points awarded for Mi'kmaq ownership.	4.3 Stage 3 - Scored Criteria The RFP has been updated with a revised scoring structure.
49.	Please clarify what evidence will be acceptable to demonstrate Mi'kmaq Ownership Interest for Scored Criteria?	4.3 Stage 3 - Scored Criteria The following can be submitted to demonstrate Mi'kmaq Ownership Interest: • A Limited Partnership Agreement showing the percentage of units held by the Indigenous group. • A shareholder agreement showing voting rights, board appointment rights, distribution of profits. • A securities register for the corporation or LP • If the ownership is indirect, we would need to see similar type evidence for the intermediate holding vehicle.
50.	Suggest changing RFP binding Mi'kmaq to *county* lines.	4.3 Stage 3 - Scored Criteria The RFP has been updated to remove this Scored Criterion.
51.	Suggest defining the term "Mi'kmaq of Nova Scotia Ownership Interest".	4.3 Stage 3 - Scored Criteria The RFP has been updated to include this definition.
	Social Programs	
52.	Please consider adding two (2) points in Ownership Scored Criteria for establishing a long-term benefit agreement with the community that is focused on capacity building and funding through the term of the PPA.	4.3 Stage 3 - Scored Criteria The RFP already makes points available for this in the Social Program Scored Criteria.

Item #	Question/Feedback	Answer
	Economic Benefits	
53.	Please consider that the 'Local Benefit Percentage' scaling is difficult to achieve even for local proponents, where the province has no capacity to manufacture Wind Turbines or major substation components in-house. Local content levels often fall in the 25% range so we suggest the percentages be revised downwards or this section may do little to differentiate proponents since none will be able to meet the current levels of over 30/40/50%.	4.3 Stage 3 - Scored Criteria The RFP has been updated to include finer scale for scoring.
54.	Please consider factoring operations values in Local Benefits Percentage.	4.3 Stage 3 - Scored Criteria No changes to RFP will be made.
	Miscellaneous	
55.	Ensure language related to PPA execution in PPA and RFP are consistent.	3.1 Notification of Selected Proponents and Other Proponents The PPA has been updated to align with RFP.
56.	Request that NSPI promptly issue final invoice for interconnection to facilitate ITC filing and capital providers' covenants.	Feedback has been forwarded to IESO NS .
57.	Please clarify if it is a Mandatory Requirement for Proponents to avoid and limit impact to human health by demonstrating the impacts of shadow flicker and turbine noise?	Prescribed Forms This is mandatory requirement. The RFP and Prescribed Forms will be updated to make this clear.
58.	Certain items in the "Project Information" tab of the Proponent Workbook are not well suited to be captured in a cell on an excel Spreadsheet. This type of descriptive language would be more well-suited in an Executive Summary provided in a separate PDF.	Prescribed Forms Prescribed Forms will be updated giving consideration to this suggestion.

Item #	Question/Feedback	Answer
59.	Projects holding interconnection queue positions without developing projects are creating barriers for wind project development in Nova Scotia.	General Feedback Feedback has been forwarded to Department of Energy.

PPA- Frequently Asked Questions/Feedback

Item #	Question/Feedback	Answer
	Facility Interconnection	
1.	When will the PPA Facility Interconnection requirements be finalized so that we have certainty on network upgrades?	2.2 Facility Interconnection Subsections 2.2 (c) and (d) are deleted and there is no NRIS option to connect.
	Uncapped Liquidated Damages / Liability	
2.	Section 4.1 allows the Seller to restate the Energy Bid. Please consider limiting liquidated damages.	4.1 Required Sale and Delivery of Energy No changes to PPA will be made. The PA does not believe that it is unlimited. The Shortfall Energy cannot be greater than the Original Energy Bid. The Seller is then only liable for 100% of the Original Energy Bid.
3.	Please consider providing for an aggregate cap on liability.	15 Indemnification, Liability, Etc. No changes to PPA will be made. It would be difficult to establish a cap that would adequately protect NSPI.
4.	Please consider amending Section 4.2 (c) so that future amendments to the Energy Act that would limit or cancel the right to receive compensation for curtailment shall be of no effect to the compensation right of the Seller.	4.2 Acceptance of Energy The PPA has been revised to reflect the legislative curtailment compensation as of the Effective Date of the PPA.
	Change in Law	
5.	Please consider including provisions to protect proponents from post-proposal submission tariff that could not have been accounted for in proposal prices.	13 Change in Law and 16.9 Adjustment for Post-Proposal Applicable Tariffs The PPA has been updated to include Section 16.9 to address the imposition of post-proposal submission tariffs.

Item #	Question/Feedback	Answer
	Local Benefits	
6.	The Local Benefits Report should not be included within the PPA, nor should it be made available to NSPI. The payments made to contractors and components for a project is confidential and subject to NDAs in many cases. The data could be used to gain competitive advantage by NSPI or an entity which could use this data for their own gain. If this report is to be required, it should be to an entity that doesn't not have an interest in gaining this data such as a non-profit.	2.8 Local Benefits Shortfall No changes to PPA will be made. Proponents can draft NDAs to provide for the release of the information to NSPI for the purposes of administering the PPA.
7.	Please consider developing a Local Benefits Report template.	2.8 Local Benefits Shortfall This request is under consideration.
8.	While Proponents will make reasonable efforts to achieve the Local Benefits outlined in their proposals, accurately quantifying these commitments at the time of bid submission is inherently challenging. The potential for significant financial consequences in the event of shortfalls appears disproportionately punitive and may introduce unnecessary risk into the bidding process.	2.8 Local Benefits Shortfall No changes to PPA will be made. The payment of the difference between what is set out in the Proposal and what is realized is not punitive.
	Energy Payment	
9.	The current rate for excess energy during the Term is stated as 50% of the Energy Rate/Incremental Energy Rate. Please consider amending it to 75%.	5.1 Energy Payment No changes to PPA will be made.

Item #	Question/Feedback	Answer
10.	The Energy Rate during the Interim Period ought to be the full Energy Rate and not reduced.	5.1 Energy Payment No changes to PPA will be made. Because the project will not yet have achieved all the requirements of Commercial Operation, it will not be paid the full Energy Rate.
11.	CPI for PPA indexation is defined as "All Items excluding Energy". We request that energy is not excluded from the CPI index, as it is a significant component of the operating cost profile.	1.1 Definitions The PPA has been updated to reflect this request.
12.	Please clarify whether the formula for after COD, 'CPI y' should be 'CPI y-1' as the CPIy will not yet be determined by February.	Exhibit H - Calculation of Adjusted Energy Rate The PPA has been updated to include this clarification in Exhibit H.
13.	The current price formula indexes the energy price by 20%. We request this be amended to 30%, aligning with current market practice and project operating cost profile.	Exhibit H - Calculation of Adjusted Energy Rate No changes to PPA will be made.
14.	The After-COD adjustment is defined as follows: ERy = (ERCOD x (CPIY / CPICOD)) x 0.2 + ERCOD x 0.8. We believe the formula should be as follows: ERy = (ERCOD x (CPIY-1 / CPICOD)) x 0.2 + ERCOD x 0.8. Reasoning: CPIY is not known in February of year y. An adjustment could therefore not be calculated.	Exhibit H - Calculation of Adjusted Energy Rate The PPA has been updated to include this clarification.

Item #	Question/Feedback	Answer
	Default and Termination	
15.	As part of the interconnection process, developers rely on a non-binding estimate of the interconnection costs from the FEAS. Time lags between when the FEAS estimate is generated and when PPAs are awarded can introduce uncertainty and the opportunity for material changes in interconnection costs over which a developer has no control. Please consider either a termination right or a price adjustment mechanism for the developer if the final interconnection costs are materially different than those estimated at the FEAS stage.	10 Default and Termination No changes to PPA will be made.
16.	Delays in achieving COD caused by extended delivery timelines for critical electrical equipment required for system upgrades (including, but not limited to, main power transformers and high-voltage switchgear) may pose a material risk to timely Commercial Operation. Please consider that, for such delays, the Scheduled COD and the outside COD date be extended on a day-for-day basis to reflect the duration of the delay.	10 Default and Termination No changes to PPA will be made.
17.	Developers typically benefit from a limited grace period with respect to liquidated damages for delayed COD. Ongoing global supply chain constraints could be a major driver of delays and is out of the Proponent's control. Please consider an including a 6-month grace period following the Scheduled COD during which time liquidated damages would apply.	10 Default and Termination This request is under consideration.

Item #	Question/Feedback	Answer
18.	The Early Termination Payment aggregates NSPI's Termination Costs, the Renewable Attribute Loss Rate multiplied by Contract Energy over the entire Remaining Term, and a market-to-market replacement-cost differential, with the total expressly floored at zero and subject to no aggregate limitation. An uncapped, full-remaining-term termination payment is difficult to size and reserve against and is a recognized impediment to project financing. Will NSPI consider introducing (i) an aggregate cap on the Early Termination Payment, and (ii) a separate, lower cap for any termination occurring prior to Commercial Operation, reflecting the limited assets a project can support pre-COD and consistent with the capped pre-COD termination exposure customary in comparable Canadian renewable PPA procurements?	10 Default and Termination No changes to PPA will be made.
19.	While reference is made to cure periods through Section 10.2, the cure periods are narrowly applied to specific provisions and not broadly applied. Please consider offering a blanket 60-day cure period to all Seller Events of Default in Section 10.1.	10.2 Remedies of NSPI No changes to PPA will be made.

Item #	Question/Feedback	Answer
20.	On termination, NSPI alone calculates the Early Termination Payment; the Seller may not dispute the methodology (only the inputs), is deemed to accept the calculation if it does not respond within 15 Business Days, and the amount is discounted at NSPI's own weighted-average cost of capital plus 100 basis points. Will NSPI consider (i) allowing the Seller to refer a disputed Early Termination Payment — including its methodology — to the dispute-resolution process or an independent expert; (ii) extending the 15-Business-Day review period; and (iii) adopting a neutral, observable, market-based discount rate applied symmetrically to both the Early Termination Payment and the Seller Claimable Amount, in place of NSPI's internal cost of capital, so that the determination is even-handed between the parties?	10.5 NSPI's Termination Payment(s) No change to PPA will be made. The termination payment needs to reflect NSPI's cost of capital.

Item #	Question/Feedback	Answer
21.	Where all or substantially all of the Facility is destroyed during the final 30 months of the Term and the Seller elects to terminate, the Seller is nonetheless required to pay NSPI the full Early Termination Payment as liquidated damages. Requiring a full make-whole following an insured total-loss event near the end of a 25-year Term is unusual, given how little contract value remains to be replaced at that point. Will NSPI consider relieving the Seller of the Early Termination Payment obligation on a total-loss casualty occurring in the final period of the Term — for example, by limiting NSPI's recourse to available insurance proceeds and/or the posted Performance Security, rather than the full Early Termination Payment?	3.2 Insurance Covenants No changes to PPA will be made.
	Definitions	
22.	The definition of "Letter of Credit" unnecessarily limits or complicates the financing options for Proponents by requiring a bank to have a branch or office in Halifax. Please consider allowing banks under this section to have branches within Canada or the United States.	1 Definitions and Rules of Interpretation No changes to PPA will be made.
23.	Please consider including "supply chain disruptions and delays beyond the Seller's reasonable control " in the definition of Force Majeure.	1.1 Definitions No changes to PPA will be made. These are not unforeseeable events, but rather risks the Seller is assuming.
24.	Please consider deleting "Transmission Capital Recovery Factor" if definition if is not to be used.	1.1 Definitions The PPA has been updated to reflect this change.

Item #	Question/Feedback	Answer
25.	Please consider including the onsite turbine SCADA or the wind farm management system SCADA interface to collect and compare the monthly totals for billing purposes less any line system losses in the Expected Output definition.	Appendix B – PPA No changes to PPA will be made.
	Cybersecurity Plan	
26.	Please consider making the "Cybersecurity Plan Submission Date" six months prior to the "Scheduled Commercial Operation Date".	2.1 Design and Construction of the Project The PPA has been updated to reflect this change.
	Letter of Credit	
27.	Equity providers contributing 10% or more of project costs must demonstrate tangible net worth of $3 million/MW. This threshold is excessive, particularly for Indigenous entities providing equity.	Exhibit D - Form of Letter of Credit No changes to PPA will be made.
28.	Please consider removing requirement for equity providers to have: 1. Investment grade credit rating, and 2. Confirmation of credit available under an approved facility to fund equity contribution. This may be unfeasible for Indigenous entities providing equity and therefore extremely limiting to their participation.	Exhibit D - Form of Letter of Credit No changes to PPA will be made.
29.	Please consider amending language requesting that a prospective lender provide binding conditional commitment to finance a project without completing full due diligence.	Exhibit D - Form of Letter of Credit No changes to PPA will be made.

Item #	Question/Feedback	Answer
	Federal Funding	
30.	Please consider extending Seller's termination rights should past 120 Business Days as it is very unlikely that any Proponent would be able to finance a project with CIB within 120 business days of the Effective Date and align this with the limit of notice to NSPI.	16.9 Inability to Secure CIB or SREP Funding The PPA has been updated to reflect this clarifying language.
31.	Please clarify what it means to "obtain CIB or SREP Funding".	16.9 Inability to Secure CIB or SREP Funding The PPA has been updated to reflect this clarifying language.
32.	Please consider Section 16.9 c) requirement for NSPI's consent for Seller to use its termination right.	16.9 Inability to Secure CIB or SREP Funding No changes to PPA will be made.
33.	Please consider amending Section 16.9 f) so that the Seller will be entitled to claim the actual Project development cost incurred during the period commencing on the date the Proposal was submitted and ending on the date that Seller notifies NSPI of its decision to terminate the agreement if no CIB or SREP funding can be obtained.	16.9 Inability to Secure CIB or SREP Funding No changes to PPA will be made.
34.	Please consider allowing adjustment to the proposed Energy Rate if CIB/SREP financing is unavailable.	16.9 Inability to Secure CIB or SREP Funding No changes to PPA will be made.
	Assignment/Change of Control	
35.	Please consider revising assignment language to make it less restrictive, particularly with respect to NSPI's ability to unreasonably withhold Assignment under certain circumstances.	16.2 Assignment No changes to PPA will be made.

Item #	Question/Feedback	Answer
36.	Please consider removing Section 16.3(b) which prevents a Change of Control until the first anniversary date. This is too long. Alternatively, consider reducing this to 1 year only.	16.3 Change of Control No changes to PPA will be made.
	Formatting/Editing	
37.	Feedback on formatting and editing (i.e. numbering, labeling, etc.) issues throughout the PPA.	Issues have been resolved.
	Miscellaneous	
38.	Please consider removing Equipment Certification requirements in Section 2.7.	2.7 Equipment Certification The PPA has been updated to reflect this request.
39.	The Seller has the option to restate the Original Energy Bid within 90%-100% of the original. Would it be possible to amend this to allow for a higher energy bid, if desired? For clarity, in such a scenario, the nameplate capacity of the Project would remain the same, it would simply be in the event the project is performing better than expected.	4.1 Required Sale and Delivery of Energy No changes to PPA will be made.
40.	Please clarify when technical specifications and details of the AGC system are anticipated to be released during the design phase of the facility.	4.3 Automatic Generation Control Clarification request has been forwarded to NSPI/IESO NS.
41.	Please consider removing limits in Section 9.1. (c) to Seller's ability to negotiate further offtake after the Term of the Contract.	9.1 Term No changes to PPA will be made.
42.	Please consider increasing contract term to 30 years.	9.1 Term No changes to PPA will be made.

Item #	Question/Feedback	Answer
43.	Please consider adding provisions under Section 16 that make NSPI responsible for the payment and all taxes incurred as a result of the transfer of Energy and Renewable Energy Credits at and after the Delivery Point, and NSPI to indemnify and hold Seller harmless from and against any demand, claim, payment, liability, fine, penalty, cost or expense, including accrued interest thereon, relating to any taxes for which NSPI is responsible under this Agreement.	16.6 HST and Other Tax Matters No changes to PPA will be made.
44.	Can the PA confirm that the Directive dated January 16, 2024, provided by the Government of Nova Scotia to Nova Scotia Power pursuant to S.2B of the Electricity Act will be applicable to the Projects selected through the Green Choice Program Procurement - Request For Proposals II and awarded a Green Choice Program Power Purchase Agreement for Renewable Energy with Nova Scotia Power Incorporated?	Section 2.8 a)(i) of the RFP was updated to address this.
45.	The Scheduled Commercial Operation Date should be extended two (2) days for each day that the delivery of the Interconnection System Impact Study, the Interconnection Facilities Study, the Generator Interconnection Agreement or any other study, agreement or document that is to be provided by NS IESO or NSPI is delayed beyond the initial deadline for delivery thereof.	General Feedback No changes to PPA will be made.