

NON-CONFIDENTIAL

1 **Request IR-1:**

2
3 **What will be the estimated annual maintenance, repair and replacement costs and sustaining**
4 **costs for this project after it is commissioned?**

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6 Response IR-1:

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8 The Company does not have estimated annual maintenance, repair, replacement, or sustaining cost
9 amounts for the solar generator's facilities, as these costs will be the responsibility of the
10 interconnection customer, including the interconnection facilities beyond the point of change of
11 ownership.

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1 **Request IR-2:**

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3 **Please confirm that metering and telemetry equipment or any other equipment that will be**
4 **used to facilitate the power from this solar generation project will be paid by the solar**
5 **developer?**

6
7 **Response IR-2:**

8
9 **Confirmed.**

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Request IR-3:

Please confirm whether the interconnection contract specifies that construction overruns, delay damages, permitting deficiencies, financing shortfalls, and site control failures are the developer’s responsibility and not recoverable from NS Power’s ratepayers. Please provide a supporting document to support this claim.

Response IR-3:

The cost responsibility for distribution connected generation projects under the Government of Nova Scotia’s Community Solar Program is outlined in Article 5 of the Standard Small Generator Interconnection and Operating Agreement (SSGIA). An excerpt from section 5.1.1 of the SSGIA states “The Interconnection Customer will be solely responsible to pay the actual costs incurred by the Distribution Provider in respect of the purchase, construction and maintenance, and all related activity provided for in this Agreement”. Please refer to IR-4 Attachment 2 for the full SSGIA. The relevant provisions are below for ease of reference:

- Article 5. Cost Responsibility, Milestones, Billing and Payment:
 - Section 5.1.1 Cost Estimates
 - Section 5.1.2 Interconnection Facilities
 - Section 5.1.3 Distribution Upgrades
- Article 6. Miscellaneous:
 - Section 6.11 Indemnification
 - Section 6.17 Consequential Damages

CONFIDENTIAL (Attachment Only)

Request IR-4:

Please provide a copy of the executed Power Purchase Agreement and interconnection agreement and highlight the provisions that require the customer to pay for the actual costs incurred by NS Power to develop the project, including any equipment costs as well as all future maintenance, repair, and replacement expenses noted in the application.

Response IR-4:

Please refer to Confidential Attachment 1 for the executed Power Purchase Agreement (PPA). Please note, this standard form Community Solar Program PPA was approved by the Board in Matter M11903.

Please refer to Confidential Attachment 2 for the interconnection agreement. The relevant provisions are below for ease of reference.

Provision	PDF Page #
Article 5. Cost Responsibility, Milestones, Billing and Payment: Section 5.1.1 Cost Estimates	20
Article 5. Cost Responsibility, Milestones, Billing and Payment: Section 5.1.2 Interconnection Facilities	20
Article 5. Cost Responsibility, Milestones, Billing and Payment: Section 5.1.3 Distribution Upgrades	20

REDACTED (CONFIDENTIAL INFORMATION REMOVED)

CI C0083591 IR-4 Confidential Attachment 1 has been removed due to confidentiality.

REDACTED (CONFIDENTIAL INFORMATION REMOVED)

CI C0083591 IR-4 Confidential Attachment 2 has been removed due to confidentiality.

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1 **Request IR-5:**

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3 **Will this network upgrade benefit future interconnection projects? If so, please describe how**
4 **that benefit is accounted for in the current submission.**

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6 **Response IR-5:**

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8 There are no other interconnection projects in the queue that would benefit from this network
9 upgrade.

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1 **Request IR-6:**

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3 **Please explain whether security for interconnection costs is being provided.**

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5 Response IR-6:

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7 Yes, security for interconnection costs is being provided. In accordance with the Standard Small
8 Generator Interconnection and Operating Agreement (SSGIA), the Interconnection Customer is
9 required to provide staged security tied to project milestones.

10
11 Please refer to IR-4 Attachment 2, Appendix C on PDF page 73 of 75 for the project milestones
12 including the security payments.

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Request IR-7:

Once built and commissioned, will the project also provide benefits to NS Power's customers generally or is it only to benefit the solar generator?

Response IR-7:

The network upgrades included in this project are for the benefit of the solar generator interconnection customer only. All costs for the upgrade are the responsibility of the interconnection customer. Benefits to other NS Power customers are marginal, such as slightly improved voltage characteristics, phase balancing, or line integrity.

This project is part of the Province's Community Solar Program (CSP); as such, customers (including the Project Owner) may subscribe to energy from this generator and receive a bill credit in accordance with the *Community Solar Program Regulations* and the terms of the Board-approved Community Solar Energy Credit Rider (M11911). Please refer to the Province's Community Solar Program Guide for further information.¹

¹ The Province's Community Solar Program Guide is available at the following link:
<https://novascotia.ca/programs/community-solar/cs-program-guide.pdf>
