

October 1st, 2026

Clerk of the Board
Nova Scotia Energy Board
PO Box 1692, Unit "M"
Halifax, NS, B3J 3S3
Fax (902) 424-3919
Email board@novascotia.ca

Re: M13042 – Application by the Procurement Administrator For Approval of a Standard Form Power Purchase Agreement

Dear members of the Nova Scotia Energy Board,

On August 17, 2026, the Nova Scotia Energy Board ("Board") received an application from the Procurement Administrator ("PA"), pursuant to s. 37 of the Renewable Electricity Regulations, for approval of a Power Purchase Agreement ("PPA") for the purchase of renewable low-impact electricity from Independent Power Producers (Green Choice Program).

The Board has requested comments from interested parties on the PPA submitted by the PA by September 14, 2026.

SWEB Development Limited Partnership's ("SWEB") provided comments regarding the PPA filed by the PA as part of the Green Choice Program on September 11, 2026.

The PA has provided feedback to these comments on September 28, 2026.

The team at SWEB appreciates that the timetable issued by the Board for the paper hearing in this matter does not provide for a second round of comments by interested parties.

However, considering that the PA's feedback

- missed to address some concerns previously submitted to the Board; and
- rejected without meaningful arguments almost all feedback provided by the interested parties;

we thought that the board might appreciate additional feedback for its consideration. We have refrained from addressing all topics, and we uphold our previously communicated concerns in respect to all of them. However, we decided to only address those that we believe warrant additional clarification.

We would appreciate it, should the Board decide to take these additional comments into consideration.

Sincerely,

SWEB Development Limited Partnership, by its general partner SWEB Development Inc.



Stefan KARKULIK

CFO

stefan.karkulik@sweb.energy

Green Choice Program Procurement RFP II – PPA Feedback

PA Feedback # 6. Cybersecurity Plan:

The PA outlines that *“We cannot commit IESO NS to a review timeline since much depends on the quality of the plan and timing of its submission to IESO NS by the Seller”*.

We acknowledge, that the IESO NS cannot commit to a **positive decision** within a certain timeframe and that such decision very much depends on the quality of the plan. However, we disagree that the IESO NS cannot **commit to a review** of the presented plan within a certain timeframe after submission by the Seller.

We would like to remind the Board and the PA that Section 2.1 (f) of the template PPA as well as Section 2.4 state that the **Facility cannot achieve Commercial Operation until the IESO is satisfied** with its content.

While we are confident that the IESO NS will conduct its review as quickly as possible, Seller has no visibility on how long such review might take and bears the risk – even in the case that its submitted plan meets all requirements – that the IESO NS’ review delays Commercial Operation of a project.

PA Feedback # 7. Local Benefits Shortfall:

We would like to note that the PA has failed to address the timeline concern in respect to deadline for the submission of the Local Benefits Report raised by SWEB.

The change offered by the PA in Section 2.7 from 20 to now 40 Business Days does not address the concern **that the Local Benefits Report has to be provided before COD. It merely pushes out the deadline for payment.**

PA Feedback # 11. Change in Law:

The PA has rejected the inclusion of federal law in Section 13.1. with the argument that the concerns raised by SWEB are *“not an issue now”*.

We would like to clarify that Change in Law provisions are typically designed to address unknown changes in the future, not issues in the present. We caution against the argument of the PA that something that already happened in the past is not an issue at present and should therefore not be addressed in a section that provides protection for certain changes in the future.

We also would like to note that SWEB’s comments referred to the crucial role of **federal Investment Tax Credits as part of a project’s capital stack**. The PA has omitted to address this topic in its feedback entirely.

Last but not least, we would like to note that the examples of past events given by SWEB were supposed to illustrate that **federal law does have an impact** on these projects in Nova Scotia

and that the previous procurement administrator was wrong in claiming otherwise. Change in law protection is supposed to protect against future unknown changes. Whether or not a past event is considered likely by the PA to be seen again in the future should not be the determining factor in deciding whether these projects should be granted protection against federal changes in law.

PA Feedback # 13. Tariff Adjustment:

The PA states in its feedback that *“Having a Minimum Threshold set at 7.5% allows for the Seller to price this risk in its Energy Rate submitted in response to the RFP.”*

We agree with this statement as it supports our previous comment that lacking reasonable protection, this likely means that the **risk of up to 7.5% will be priced in** for ratepayers/Participants when determining the Energy Rate that developers are willing to bid particularly given the substantial bid security. This in turn means that ratepayers/Participants will be asked to pay the price for a risk, that might never materialize.

PA Feedback # 14. Exhibit H Calculation of the Adjusted Price:

The PA rejected SWEB’s request in respect to the start date of the price adjustment, stating that *“We do not think that there would be a material delay to the execution of the PPAs by the Parties, so we do not think this will be an issue”*.

We would like to note once more that this change was accepted previously by the NS UARB. Further, we would like to point out that the PA has failed to provide arguments, why the PA thinks that that this won’t be an issue this time, when in fact, such a delay has been encountered during the last procurement.

Further, the PA does specifically provide for the scenario of a delayed award in Section 3.9 f) (iv) of the RFP by establishing a process for the extension of the Period of Irrevocability if the PA determines that it will be unable to award PPA(s) prior to the expiration of the applicable Period of Irrevocability. We fail to see why such a scenario of a delayed PPA award is covered in the RFP, but not in the PPA.