

From: [Commission, Secretary](#)
To: [BC Hydro, Regulatory Grp](#)
Subject: BC Hydro - OATT Gen Directives 5 and 6 tariff pages - In Compliance with Order G-304-22
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**Re: British Columbia Hydro and Power Authority
Tariff Pages for Endorsement of Open Access Transmission Tariff (OATT) Generator
Interconnection Amendments Application – Directives 5 and 6
Effective October 27, 2022 and April 25, 2023 – In Compliance with Order G-304-22**

Dear Mr. Sandve,

Further to your application dated November 23, 2022 submitting revised tariff pages in accordance with Order G-304-22, attached please find one duly executed set of tariff pages.

Original will not follow. A hard copy of the attached is available upon request. Please call the BCUC Regulatory Services at 604-660-4700 to request a copy.

Regards,

Diane Basarich, B.A., CAP-OM

Hearing Administrator, Energy Supply, Compliance and MRS

British Columbia Utilities Commission

P: 604.660.4165 **BC Toll Free:** 1.800.663.1385 **F:** 604.660.1102

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ATTACHMENT B**Form of Service Agreement for Long-Term Firm Point-To-Point Transmission Service**

1. This Service Agreement, dated as of _____, is entered into, by and between _____ (the Transmission Provider or BC Hydro), and _____ (the Transmission Customer).
2. The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Long-Term Firm Point-To-Point Transmission Service under the Transmission Provider's OATT (the Tariff).
3. The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff or the Transmission Customer has satisfied the Creditworthiness Criteria as set out in Attachment L of the OATT.
4. Service under this agreement shall commence on the later of: (1) the requested service commencement date; or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed; or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
5. The Transmission Customer acknowledges that, prior to entering this Service Agreement,
 - (a) the Transmission Provider has determined that at the end of the contract term of this Service Agreement there is **sufficient** capacity to accommodate both the future rollover of this Service Agreement by the Transmission Customer and to provide service to Transmission Customers having earlier priority for transmission service.
 - (b) the Transmission Provider has determined that at the end of the contract term of this Service Agreement there is **insufficient** capacity to accommodate both the future rollover of this Service Agreement by the Transmission Customer and transmission service to Transmission Customers having earlier priority. Therefore, even if there is

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sufficient capacity at the end of the contract term of this Service Agreement, the Transmission Customer has no rollover rights with respect to this Service Agreement.

- (c) the Transmission Provider has determined that it is uncertain whether there is sufficient capacity to accommodate the future rollover of this Service Agreement by the Transmission Customer at the end of its contract term. Whether there will be such capacity and whether the Transmission Customer has any rollover rights with respect to this Service Agreement will be determined in accordance with section 9 of this Service Agreement.

[one of (a), (b) or (c) to be retained and the others deleted prior to tender]

- 6. The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 7. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Transmission Customer:

- 8. No failure by BC Hydro or the Transmission Customer at any time or from time to time to enforce or require a strict observance of any of the provisions of this Service Agreement shall constitute a waiver of the provision or affect or impair such provisions or the right of BC Hydro or the Transmission Customer at any time to enforce such provisions or to avail itself of any remedy it may have.
- 9. (a) This Service Agreement shall be construed in accordance with the laws of the Province of British Columbia; and

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- (b) BC Hydro and the Transmission Customer will promptly comply with all relevant laws and regulations and the relevant orders, rules and requirements of all authorities having jurisdiction.
 - (c) The Transmission Customer acknowledges that any index publishing services firms or their respective affiliates that are identified in the Open Access Transmission Tariff, including its schedules and supplements do not sponsor, endorse, sell or promote the purchase or sale of transmission service as outlined in British Columbia Hydro and Power Authority’s Open Access Transmission Tariff, and none of them make any representation regarding the advisability of investing in the transmission service offered by British Columbia Hydro and Power Authority thereunder.
10. Nothing contained in this Service Agreement shall restrict or limit either Party from establishing, altering or terminating interconnection points with any entity not a party to this Service Agreement or amending or entering into such agreements.
 11. This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors.
 12. The Tariff and the attached Specifications for Long-Term Firm Point-To-Point Transmission Service is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
 Name Title Date

Transmission Customer:

By: _____
 Name Title Date

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Specifications For Long-Term Firm Point-To-Point Transmission Service

1. Term of Transaction: _____
Start Date: _____
Termination Date: _____

2. Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

3. Point(s) of Receipt: _____
Delivering Party: _____

4. Point(s) of Delivery: _____
Receiving Party: _____

5. Maximum amount of capacity and energy to be transmitted (Reserved Capacity):

6. Designation of party(ies) subject to reciprocal service obligation:

7. Name(s) of any Intervening Systems providing transmission service:

8. Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge:

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8.2 System Impact and/or Facilities Study Charge(s):

8.3 Direct Assignment Facilities Charge:

8.4 Ancillary Services Charges:

9 Other Provisions

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ATTACHMENT L**Creditworthiness Provisions****1. Preamble**

This Attachment L contains the Transmission Provider's Creditworthiness Provisions and is supplemented by a detailed Credit Administration Procedure (OATT Credit Procedure), which is published on the Transmission Provider's public website, with a corresponding link to the OATT Credit Procedure provided on the Transmission Provider's OASIS.

2. Credit Review

For the purpose of determining the ability of the Transmission Customer to meet its obligations related to Transmission Service, the Transmission Provider will apply the credit review provisions described in this Attachment L. A credit review shall be conducted for each Transmission Customer not less than annually, or upon reasonable request by the Transmission Customer.

3. Creditworthiness

A Transmission Customer is creditworthy if

(i) the Transmission Customer has the requisite long-term debt rating from a nationally recognized debt rating agency as indicated in the Transmission Provider's OATT Credit Procedure;

or

(ii) if the Transmission Customer does not have a long-term debt rating, the Transmission Customer has the requisite short-term debt rating from a nationally recognized debt rating agency as indicated in the Transmission Provider's OATT Credit Procedure.

Where the Transmission Customer has multiple ratings from nationally recognized debt rating agencies, the lowest rating shall determine creditworthiness.

4. Creditworthiness Criteria

If the credit exposure is within the maximum credit limit set forth in the OATT Credit Procedure, a Transmission Customer that meets either requirement described in Section 4(i) or Section 4(ii) shall not be required to provide any form of security against the risk of nonpayment for any type of service, including deposits for studies that otherwise would be required pursuant to Sections 17.3, 19.1, 19.4, 29.2, 32.1 and 32.4 of the Transmission Provider's Open Access Transmission Tariff (the Tariff). A Transmission Customer that meets either requirement described in Section 4(i) or Section 4(ii) shall remain subject to any requirements of the Tariff to provide security related to the cost of new facilities or upgrades, including letters of credit or other forms of security required in accordance with Attachment O.

(i) The Transmission Customer

- (a) is creditworthy in accordance with Section 3 of this Attachment L, and
- (b) is not in default of its payment obligations under Section 7.3 of the Tariff;

or

(ii) The Transmission Customer's parent company

- (a) is creditworthy in accordance with Section 3 of this Attachment L and the parent company provides a written guarantee that the parent company will be unconditionally responsible to the Transmission Provider for all financial obligations associated with the transmission service subscribed to by the Transmission Customer, and
- (b) is not in default of its payment obligations under Section 7.3 of the Tariff.

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5. Requirements for Customers Not Meeting Creditworthiness Criteria:

A Transmission Customer that does not meet the creditworthiness criteria set out in Section 4 above shall comply with one of the following:

(i) Providing Security

The Transmission Customer shall provide security: (a) for the charge for ninety (90) days of service; or (b) in an amount that is acceptable to the Transmission Provider. The security shall be provided at least ten (10) Business Days prior to the commencement of service or at a time that is acceptable to the Transmission Provider. The security will be either an unconditional and irrevocable letter of credit drawn on a financial institution acceptable to the Transmission Provider or an alternative form of security acceptable to the Transmission Provider and consistent with commercial practices established under the laws of Canada and the Province of British Columbia that protects the Transmission Provider against the risk of non-payment. If the financial institution on which the letter of credit is drawn or the alternative form of security cease to be acceptable to the Transmission Provider, then the Transmission Customer shall provide a new form of security that meets the Transmission Provider's requirements, as stated above, within 30 Calendar Days of notice being provided to the Transmission Customer.

or

(ii) Pre-paying service

(a) For Point-to-Point Transmission Service of one month or less, the Transmission Customer shall pay the total charge for service at least ten (10) Business Days prior to the commencement of service, or in an amount and at a time that is acceptable to the Transmission Provider.

(b) For Point-to-Point Transmission Service of greater than one month, the Transmission Customer shall pay for each month's service at least (10)

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Business Days prior to the beginning of that month, or in an amount and at a time that is acceptable to the Transmission Provider.

- (c) For Network Integration Transmission Service customers, the advance payment for each month shall be paid in an amount and at a time that is acceptable to the Transmission Provider.

the Transmission Provider will not provide transmission service requested by the Transmission Customer unless one of the conditions described in Section 5(i) and 5(ii) of this Attachment L is met.

6. Changes in Creditworthiness Status

If a Transmission Customer fails to meet the requirements of Section 4 of this Attachment L at any time after transmission service is requested, the Transmission Customer will, within 5 days of notification by the Transmission Provider, either (a) pay in advance for thirty (30) Calendar Days of transmission service or (b) provide an unconditional and irrevocable letter of credit or alternative form of security acceptable to the Transmission Provider in an amount equal to the charge for thirty (30) Calendar Days of transmission service. Within thirty (30) Calendar Days of such notification the Transmission Customer shall meet the requirements of Section 5 of this Attachment L.

7. Suspension of Service

The Transmission Provider may suspend service to a Transmission Customer who does not meet the creditworthiness criteria of Section 4 of this Attachment L under the following circumstances:

- (i) If the Transmission Customer qualifies for service pursuant to Section 5 of this Attachment L as a result of providing a letter or credit or alternative form of security, and it does not pay its bill within in accordance with Section 7.1 of the Tariff, and it has not initiated a billing dispute in accordance with Section 7.3 of the Tariff, the Transmission Provider may suspend service thirty (30) Calendar Days

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after written notice to the Transmission Customer and the Commission that the service will be suspended unless the Transmission Customer pays its bills within this thirty (30) Calendar Day period.

- (ii) If the Transmission Customer qualifies for service as a result of committing to prepay for service pursuant to Section 5(ii) of this Attachment L, and it fails to prepay for service as provided in such section, the Transmission Provider may refuse or suspend service, as applicable, immediately upon written notice to the Transmission Customer and the Commission.
- (iii) If the Transmission Customer loses its creditworthy status as a result of circumstances other than a default of its payment obligations and it fails to meet the credit security requirements of Section 6 of this Attachment L, but it either pays its bills within the time period provided in Section 7.1 of the Tariff or initiates a billing dispute in accordance with Section 7.3 of the Tariff, the Transmission Provider may suspend service thirty (30) Calendar Days after written notice to the Transmission Customer and the Commission that the service will be suspended unless the Transmission Customer meets the credit security requirements of Section 5 of this Attachment L.
- (iv) If the Transmission Customer loses its creditworthy status because it is in default of its payment obligations under Section 7.3 of the Tariff and it fails to meet the requirements of Section 6 of this Attachment L, the Transmission Provider may suspend service five (5) Business Days after written notice to the Transmission Customer and the Commission that service will be suspended if the Transmission Customer does not meet the requirements of Section 6 of this Attachment L.

The suspension of service shall continue only for as long as the circumstances that entitle the Transmission Provider to suspend service continue. A Transmission Customer is not obligated to pay for Transmission Service that is not provided as a result of a suspension of service.

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8. Notice of Change in Creditworthiness Status and Security Requirements

If the Transmission Provider determines that there has been a change in the creditworthiness status or security requirements of a Transmission Customer, it will notify the Transmission Customer within 5 Business Days.

9. Written Explanation for any Change in Creditworthiness Status and Security Requirements

Upon request made in writing by the Transmission Customer to the Transmission Provider, the Transmission Provider will provide to the Transmission Customer a written explanation of any change in the creditworthiness status or security requirements of the Transmission Customer within 5 Business Days.

10. Contesting Determinations of Creditworthiness Status and Security Requirements

If a Transmission Customer disagrees with the Transmission Provider's determination of the Transmission Customer's creditworthiness or credit security requirements, the Transmission Customer may write to the Transmission Provider explaining the nature of the disagreement. The Transmission Provider will consider the comments, review the application of its credit provisions to the Transmission Customer and notify the Transmission Customer of the results of its review within 5 Business Days.

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ATTACHMENT M-1

Standard Generator Interconnection Procedures (SGIP)
including
Standard Generator Interconnection Agreement (SGIA)

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1.0 Definitions

Capitalized terms used but not defined in these SGIP shall have the meanings given to them elsewhere in the Tariff. In these SGIP:

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, provincial and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Coordinator shall mean the Reliability Coordinator as defined in the Applicable Reliability Standards and which is currently recognized as BC Hydro.

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Applicable Reliability Standards shall mean the reliability standards and guidelines adopted by the Commission in British Columbia, to the extent that those standards and guidelines apply to the Interconnection Customer, and the Control Area of the Transmission System.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Standard Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach.

Business Day shall mean Monday through Friday, excluding Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Holiday.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for purposes of Interconnection System Impact Studies and Interconnection Facilities Studies.

Combined Study Agreement shall mean the form of agreement contained in Appendix 3 of the SGIP.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix D to the Standard Generator Interconnection Agreement.

Commission means the British Columbia Utilities Commission, or its successor.

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Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. The Control Area is the Balancing Authority Area as defined in the Applicable Reliability Standards.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Generator Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties as set out in Appendix G to the SGIA.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life, or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Generator Interconnection Agreement to possess black start capability.

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Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Force Majeure shall mean any act of God, labour disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period,

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or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including any reliability standards adopted by the Commission pursuant to section 125.2 of the British Columbia Utilities Commission Act.

Governmental Authority shall mean any federal, provincial, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Holiday shall mean a statutory holiday in British Columbia.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

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In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Provider's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including Transmission Provider or any of the Affiliates or subsidiaries, that proposes to interconnect its Generating Facility with the Transmission Provider's Transmission System.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities and shall not include Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or, at the option of the Transmission Provider, by a third party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades, as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission Provider's Transmission

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System. The scope of the study is defined in Section 8.3 of the Standard Generation Interconnection Procedures.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Transmission Provider's Transmission System, the scope of which is described in Section 6 of the Standard Generator Interconnection Procedures.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 including Attachments to the Standard Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission Provider's Transmission System.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission

Provider's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts identified in the Interconnection Feasibility Study, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Generator Interconnection Procedures.

Interest means interest calculated at the average prime rate of the Transmission Provider's lead bank for the applicable period, and shall be calculated from the day a deposit or payment is credited to the Transmission Provider's account.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customers and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date or that would affect the reliability or stability of the Transmission System.

Metering Equipment shall mean all metering equipment installed or to be installed pursuant to the Standard Generator Interconnection Agreement, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Network Resource shall have the meaning provided in the Tariff.

Network Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Generating Facility with the Transmission Provider's Transmission System in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

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Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Generating Facility to the Transmission Provider's Transmission System.

Operating Region means any one of the following of Transmission Provider's planning regions: Metro Vancouver, Fraser Valley, Vancouver Island, Northern Interior and Southern Interior, and **Operating Regions** means all of them.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Party shall mean Transmission Provider or Interconnection Customer and **Parties** shall mean both of them.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities.

Point of Interconnection shall mean the point where the Interconnection Facilities are to connect to the Transmission Provider's Transmission System, as determined pursuant to the SGIP.

Queue Position shall mean, subject to Attachment M-2, the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests,

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that is established based upon the date and time of receipt of the valid Interconnection Request by the Transmission Provider.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Generator Interconnection Agreement.

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Standard Generator Interconnection Agreement (SGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility, that is included in the Transmission Provider's Tariff.

Standard Generator Interconnection Procedures (SGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility that are included in the Transmission Provider's Tariff.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's Transmission System is directly connected.

Tariff shall mean the Transmission Provider's tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Transmission Provider shall mean BC Hydro.

Transmission Provider's Interconnection Facilities (TPIF) shall mean all facilities and equipment owned, controlled, or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities and shall not include Stand Alone Network Upgrades or Network Upgrades.

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Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider that are used to provide transmission service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

WECC shall mean Western Electricity Coordinating Council, or any successor organization.

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2.0 Scope and Application

2.1 Application of Standard Generator Interconnection Procedures

Sections 2 through 13 apply to processing an Interconnection Request.

2.2 Comparability

Transmission Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this SGIP. Transmission Provider will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facilities are owned by Transmission Provider, its subsidiaries or Affiliates or others.

2.3 Base Case Data

Transmission Provider shall provide base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list upon request subject to confidentiality provisions in SGIP Section 13.1. Transmission Provider is permitted to require that Interconnection Customer sign a confidentiality agreement before the release of commercially sensitive information in the Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the Commission.

2.4 No Applicability to Transmission Service

Nothing in this SGIP shall constitute a request for transmission service or confer upon an Interconnection Customer any right to receive transmission service.

3.0 Interconnection Requests

3.1 General

An Interconnection Customer shall submit to Transmission Provider an Interconnection Request in the form of Appendix 1 including Attachments to this SGIP. Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. Interconnection Customer must submit a deposit with each Interconnection Request even when more than one request is submitted for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

At Interconnection Customer's option, Transmission Provider and Interconnection Customer will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement.

3.2 Identification of Types of Interconnection Services

At the time the Interconnection Request is submitted, Interconnection Customer must request either Energy Resource Interconnection Service or Network Resource Interconnection Service, as described; provided, however, any Interconnection Customer requesting Network Resource Interconnection Service may, at any time before or concurrent with the delivery of notice to proceed with an Interconnection Facilities Study pursuant to Section 8.2, also request that it be concurrently studied for Energy Resource Interconnection Service. Interconnection Customer may then elect to proceed with Network Resource Interconnection Service or to proceed under a lower level of interconnection service to the extent that only certain upgrades will be completed.

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3.2.1 Energy Resource Interconnection Service

3.2.1.1 The Product

Energy Resource Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission System and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. Energy Resource Interconnection Service does not in and of itself convey any right to deliver electricity to any specific customer or Point of Delivery.

3.2.1.2 The Study

The study consists of short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The short circuit/fault duty analysis would identify direct Interconnection Facilities required and the Network Upgrades necessary to address short circuit issues associated with the Interconnection Facilities. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed Generating Facility and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting Generating Facility without requiring additional Network Upgrades.

3.2.2 Network Resource Interconnection Service

3.2.2.1 The Product

Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Generating Facility in the same manner as Network Resources. Network Resource Interconnection Service allows Interconnection Customer's Generating Facility to be designated as a Network Resource, up to the Generating Facility's full output, on the same basis as existing Network Resources

interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur.

3.2.2.2 The Study

The Interconnection Study for Network Resource Interconnection Service shall assure that Interconnection Customer's Generating Facility meets the requirements for Network Resource Interconnection Service and as a general matter, that such Generating Facility's interconnection is also studied with Transmission Provider's Transmission System at peak load, under a variety of severely stressed conditions, to determine whether, with the Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on Transmission Provider's Transmission System, consistent with Transmission Provider's reliability criteria and procedures. This approach assumes that some portion of existing Network Resources is displaced by the output of Interconnection Customer's Generating Facility. Network Resource Interconnection Service in and of itself does not convey any right to deliver electricity to any specific customer or Point of Delivery.

3.3 Valid Interconnection Request

3.3.1 Initiating an Interconnection Request

Subject to Attachment M-2, to initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) an initial non-refundable \$15,000 deposit, and (ii) a completed application in the form of Appendix 1 including Attachments. Such deposits shall be applied toward any Interconnection Studies pursuant to the Interconnection Request. If an Interconnection Customer demonstrates Site Control within fifteen (15) Business Days of submitting its Interconnection Request, the deposit shall become refundable.

The expected In-Service Date of the new Generating Facility or increase in capacity of the existing Generating Facility shall be no more than the process window for the

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regional expansion planning period (or in the absence of a regional planning process, the process window for Transmission Provider's expansion planning period) not to exceed seven years from the date the Interconnection Request is received by Transmission Provider, unless Interconnection Customer demonstrates that engineering, permitting and construction of the new Generating Facility or increase in capacity of the existing Generating Facility will take longer than the regional expansion planning period. The In-Service Date may succeed the date the Interconnection Request is received by Transmission Provider by a period up to ten years, or longer where Interconnection Customer and Transmission Provider agree, such agreement not to be unreasonably withheld.

3.3.2 Acknowledgment of Interconnection Request

Subject to Attachment M-2, Transmission Provider shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement.

3.3.3 Deficiencies in Interconnection Request

Subject to Attachment M-2, an Interconnection Request will not be considered to be a valid request until all items in Section 3.3.1 have been received by Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.3.1, Transmission Provider shall notify Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide Transmission Provider the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.3.3 shall be treated in accordance with Section 3.6.

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3.3.4 Scoping Meeting

Within ten (10) Business Days after receipt of a valid Interconnection Request, Transmission Provider shall establish a date agreeable to Interconnection Customer for the Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection. Transmission Provider and Interconnection Customer will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. Transmission Provider and Interconnection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 6.1, and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

Notwithstanding Section 4.4, the Transmission Customer may modify the Point(s) of Interconnection designated in its Interconnection Request on or before the return of the executed Interconnection Feasibility Study Agreement to the Transmission Provider.

This section is subject to Attachment M-2.

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3.4 OASIS Posting

Transmission Provider will maintain on its OASIS a list of all Interconnection Requests. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by Operating Region; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested; (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed (technology and fuel type); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. The list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an SGIA or requests that Transmission Provider file an unexecuted SGIA with the Commission. Before holding a Scoping Meeting with its Affiliate, Transmission Provider shall post on OASIS an advance notice of its intent to do so. Transmission Provider shall post to its OASIS site any deviations from the study timelines set forth herein. Subject to Attachment M-2, Interconnection Study reports and Optional Interconnection Study reports shall be posted to Transmission Provider's OASIS site subsequent to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable study results. Transmission Provider shall also post any known deviations in the Generating Facility's In-Service Date.

This section is subject to Attachment M-2.

3.5 Coordination with Affected Systems

Transmission Provider will attempt to coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this SGIP. Interconnection

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Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

3.6 Withdrawal

Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of these SGIP, except as provided in Section 13.5 (Disputes), Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cures the deficiency or to initiate Dispute Resolution.

Withdrawal shall result in the loss of Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, Interconnection Customer's Interconnection Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. If the outcome of Dispute Resolution is to restore that Interconnection Request to the queue anywhere above an Interconnection Request with respect to which an SGIA was executed by Transmission Provider at any time after the commencement of such Dispute Resolution, and provided that SGIA differs from the SGIA that would have been executed had the disputing Interconnection Customer's Interconnection Request not been eliminated from the queue during Dispute Resolution, then Transmission Provider shall apply to the Commission for a determination of how the restoration of the Interconnection Request to the queue should impact any such SGIA, if at all.

An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to Transmission Provider all costs that Transmission

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Provider prudently incurs with respect to that Interconnection Request prior to Transmission Provider's receipt of notice described above. Interconnection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any Interconnection Study data or results.

Transmission Provider shall (i) update the OASIS Queue Position posting and (ii) refund to Interconnection Customer any refundable portion of Interconnection Customer's deposit or study payments that exceeds the costs that Transmission Provider has incurred, including Interest. In the event of such withdrawal, Transmission Provider, subject to the confidentiality provisions of Section 13.1, shall provide, at Interconnection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

4.0 Queue Position

4.1 General

Transmission Provider shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and Interconnection Customer provides such information in accordance with Section 3.3.3, then Transmission Provider shall assign Interconnection Customer a Queue Position based on the date and time the application form was originally filed. Moving a Point of Interconnection shall result in a lowering of Queue Position if it is deemed a Material Modification under Section 4.4.3.

The Queue Position of each Interconnection Request will be used to determine the order of performing the Interconnection Studies and determination of cost responsibility for the facilities necessary to accommodate the Interconnection Request. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued.

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4.2 Clustering

At Transmission Provider's option, Interconnection Requests may be studied using Clustering. If Transmission Provider elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window", shall be studied together. Transmission Provider, may at its option, establish Queue Cluster Windows for any one or more Operating Regions, in which case only those Generating Facilities with Points of Interconnection within such Operating Region(s) received within the Queue Cluster Window shall be studied together using Clustering. Transmission Provider may study an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Generating Facility. Transmission Provider may, at its option, limit the number of Interconnection Requests Interconnection Customers may submit during a Queue Cluster Window for the same Generating Facility.

Clustering shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the Transmission System's capabilities at the time.

The Queue Cluster Window shall have a fixed time interval based on fixed annual opening and closing dates. Any changes to the established Queue Cluster Window interval and opening or closing dates shall be announced with a posting on Transmission Provider's OASIS beginning at least one hundred and eighty (180) Calendar Days in advance of the change and continuing thereafter through the end date of the first Queue Cluster Window that is to be modified.

Transmission Provider may allocate the costs of Interconnection Studies carried out pursuant to Clustering, and the costs of Network Upgrades and Interconnection Facilities identified as required by those Interconnection Studies, between or among the Interconnection Customers having filed the Interconnection Requests that are the

subject of the Clustering pro rata, based on the maximum MW electrical output of the Generating Facility (if the Interconnection Request is for a new Generating Facility) or the increase in MW electrical output of the Generating Facility (if the Interconnection Request is for an increase in the generating capacity of an existing Generating Facility) from each Interconnection Request, notwithstanding their Queue Positions.

Notwithstanding Section 11, within fifteen (15) Calendar Days of the date on which the Transmission Provider delivers the draft Interconnection Facilities Study report to Interconnection Customers whose Interconnection Requests have been studied pursuant to Clustering, each Interconnection Customer shall indicate on OASIS whether it is willing to pay and provide security for its applicable share of the good faith estimate of costs contained in the Facilities Study in accordance with Attachment O of the Tariff. Within thirty (30) Calendar Days after comments on the draft Interconnection Facilities Study report are submitted by the Interconnection Customers to the Transmission Provider, Transmission Provider shall tender a draft SGIA, together with draft appendices completed to the extent practicable, to each Interconnection Customer that has indicated that it is willing to pay and provide security for its applicable share of the costs. Each tendered SGIA shall be contingent on execution by each other Interconnection Customer receiving an SGIA. The remaining provisions of Section 11 with respect to the tender, negotiation and execution of SGIAs apply, except that if any one or more SGIAs so tendered is not executed by the applicable Interconnection Customer(s) and returned with evidence that milestones have been achieved pursuant to Section 11.3 by the deadline for execution of the SGIA by the Interconnection Customer, the Transmission Provider shall, within fifteen (15) Calendar Days thereafter, reissue SGIAs to those Interconnection Customers that executed the previous SGIA reappportioning the costs contained in the Interconnection Facilities Study among those remaining Interconnection Customers. Each of those remaining Interconnection Customers shall have fifteen (15) Calendar Days to execute its SGIA and return it with evidence that milestones have been achieved pursuant to Section 11.3. If any one or more of those SGIAs are not executed and returned as provided, then the Transmission

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Provider shall continue to reissue SGAs as provided for above until all issued SGAs are executed and returned as provided, or until the last SGA tendered was tendered to a single Interconnection Customer.

4.3 Transferability of Queue Position

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change.

4.4 Modifications

Interconnection Customer shall submit to Transmission Provider, in writing, modifications to any information provided in the Interconnection Request. Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, 4.4.2, or 4.4.5, or are determined not to be Material Modifications pursuant to Section 4.4.3.

Notwithstanding the above, during the course of the Interconnection Studies, either Interconnection Customer or Transmission Provider may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are acceptable to Transmission Provider and Interconnection Customer, such acceptance not to be unreasonably withheld, Transmission Provider shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 6.5, Section 7.6 and Section 8.7 as applicable and Interconnection Customer shall retain its Queue Position.

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4.4.1 Permitted Modifications Before Combined Study Agreement

Prior to the return of the executed Combined Study Agreement to Transmission Provider, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed project; (b) modifying the technical parameters associated with the Generating Facility technology or the Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental increase in plant output will go to the end of the queue for the purposes of cost allocation and study analysis.

4.4.2 Permitted Modification After Interconnection System Impact Study

Permitted modifications before delivery of a notice authorizing the Transmission Provider to proceed with an Interconnection Facilities Study pursuant to Section 8.2 shall include specifically: (a) additional 15 percent decrease of electrical output (MW), and (b) Generating Facility technical parameters associated with modifications to Generating Facility technology and transformer impedances; provided, however, the incremental costs associated with those modifications are the responsibility of the requesting Interconnection Customer.

4.4.3 Request for Modification Evaluation

Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.2 and 4.4.5, Interconnection Customer may first request that Transmission Provider evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, Transmission Provider shall evaluate the proposed modifications prior to making them and inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a Material Modification. Interconnection

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Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

4.4.4 Additional Studies for Modification Evaluation

Upon receipt of Interconnection Customer's request for modification permitted under this Section 4.4, Transmission Provider shall commence and perform any necessary additional studies as soon as practicable, but in no event shall Transmission Provider commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost. Notwithstanding anything else in these SGIP, all time periods and deadlines provided for in these SGIP and falling after the date of receipt of such notice of request by Transmission Provider shall be extended by a period equal to the time period between receipt of such notice or request and the date on which all additional studies are completed.

4.4.5 Extensions of Commercial Operation Date

Extensions of less than three (3) cumulative years in the Commercial Operation Date of the Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing; provided, however, that extensions may necessitate a determination of whether the Generating Facility will retain its accepted rating status and whether additional studies are required pursuant to the Applicable Reliability Standards.

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5.0 Procedures for Interconnection Requests Submitted Prior to Effective Date of Standard Generator Interconnection Procedures

5.1 Queue Position for Pending Requests

- 5.1.1** If an Interconnection Customer has not executed an interconnection system impact study agreement with Transmission Provider as of the effective date of this SGIP, then all interconnection studies shall be processed in accordance with this SGIP.
- 5.1.2** If an Interconnection Customer has executed an interconnection system impact study agreement with Transmission Provider prior to the effective date of this SGIP, such interconnection study shall be completed in accordance with the terms of such agreement. With respect to any remaining studies for which an Interconnection Customer has not signed a study agreement prior to the effective date of the SGIP, Transmission Provider must offer Interconnection Customer the option of either continuing under Transmission Provider's existing interconnection study process or going forward with the completion of the necessary Interconnection Studies (for which it does not have a signed Interconnection Studies Agreement) in accordance with this SGIP.
- 5.1.3** If an interconnection agreement has been executed before the effective date of the SGIP, then the interconnection agreement would be grandfathered.

5.2 Transition Period

Transmission Provider and Interconnection Customers with an outstanding request (i.e., an interconnection request for which an interconnection agreement has not been executed as of the effective date of this SGIP) for which an Interconnection Study must be completed pursuant to these SGIP shall transition such request to this SGIP within a reasonable period of time not to exceed sixty (60) Calendar Days. Any Interconnection Customer with an outstanding request as of the effective date of this SGIP may request a reasonable extension of any deadline, otherwise applicable, if necessary to avoid

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undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted by Transmission Provider to the extent consistent with the intent and process provided for under this SGIP.

5.3 New Transmission Provider

If Transmission Provider transfers control of its Transmission System to a successor Transmission Provider during the period when an Interconnection Request is pending, the original Transmission Provider shall transfer to the successor Transmission Provider any amount of the deposit or payment with Interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this SGIP shall be paid by or refunded to the Interconnection Customer, as appropriate.

The original Transmission Provider shall coordinate with the successor Transmission Provider to complete any Interconnection Study, as appropriate, that the original Transmission Provider has begun but has not completed. If Transmission Provider has tendered a draft SGIA to Interconnection Customer but Interconnection Customer has not either executed the SGIA or requested the filing of an unexecuted SGIA with the Commission, unless otherwise provided, Interconnection Customer must complete negotiations with the successor Transmission Provider.

6.0 Interconnection Feasibility Study

6.1 Interconnection Feasibility Study Agreement

Subject to Attachment M-2, simultaneously with the acknowledgement of a valid Interconnection Request Transmission Provider shall provide to Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study. Within five (5) Business Days following the Scoping Meeting Interconnection Customer shall specify for

inclusion in the attachment to the Interconnection Feasibility Study Agreement the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection. Within five (5) Business Days following Transmission Provider's receipt of such designation, Transmission Provider shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. Interconnection Customer shall execute and deliver to Transmission Provider the Interconnection Feasibility Study Agreement along with a \$15,000 deposit no later than thirty (30) Calendar Days after its receipt.

Subject to Attachment M-2, if the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by either Interconnection Customer or Transmission Provider, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 6.5 as applicable.

Subject to Attachment M-2, for the purpose of this Section 6.1, if Transmission Provider and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.3.4, shall be the substitute.

If Interconnection Customer and Transmission Provider agree to forgo the Interconnection Feasibility Study, Transmission Provider will initiate an Interconnection System Impact Study under Section 7 of this SGIP and apply the \$15,000 deposit towards the Interconnection System Impact Study.

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6.2 Scope of Interconnection Feasibility Study

The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Transmission System.

Subject to Attachment M-2, the Interconnection Feasibility Study will consider the Base Case as well as all generating facilities (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue Position but have executed an interconnection agreement or an unexecuted interconnection agreement has been filed with the Commission. The Interconnection Feasibility Study will consist of a power flow and short circuit analysis. The Interconnection Feasibility Study will provide a list of facilities and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

6.3 Interconnection Feasibility Study Procedures

Transmission Provider shall utilize existing studies to the extent practicable when it performs the study. Subject to Attachment M-2, Transmission Provider shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than forty-five (45) Calendar Days after Transmission Provider receives the fully executed Interconnection Feasibility Study Agreement. At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If Transmission Provider is unable to complete the Interconnection Feasibility Study within that time period, it shall notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional

time is required. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation, workpapers and relevant power flow, short circuit and stability databases for the Interconnection Feasibility Study, subject to confidentiality arrangements consistent with Section 13.1.

6.4 Meeting with Transmission Provider

At Interconnection Customer's request, within ten (10) Business Days of providing an Interconnection Feasibility Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection Feasibility Study.

6.5 Re-Study

If re-study of the Interconnection Feasibility Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to Section 4.4, or re-designation of the Point of Interconnection pursuant to Section 6.1 Transmission Provider shall notify Interconnection Customer in writing. Transmission Provider shall use Reasonable Efforts to complete such re-study no later than forty-five (45) Calendar Days from the date of the notice. Any cost of re-study shall be borne by the Interconnection Customer being re-studied.

7.0 Interconnection System Impact Study

7.1 Combined Study Agreement

Subject to Attachment M-2, unless otherwise agreed, pursuant to the Scoping Meeting provided in Section 3.3.4, simultaneously with the delivery of the Interconnection Feasibility Study to Interconnection Customer, Transmission Provider shall tender to Interconnection Customer a Combined Study Agreement. Within five (5) Business Days following the deadline established pursuant to these SGIP for the meeting, contemplated by Section 6.4, Transmission Provider shall provide to Interconnection Customer a non-

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binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact Study.

7.2 Execution of Combined Study Agreement

Interconnection Customer shall execute and deliver the Combined Study Agreement to Transmission Provider no later than thirty (30) Calendar Days after its receipt along with demonstration of Site Control, and a \$75,000 deposit.

If Interconnection Customer does not provide all technical data required by the Combined Study Agreement when it delivers the executed Combined Study Agreement to Transmission Provider, Transmission Provider shall notify Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Combined Study Agreement and Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Combined Study Agreement or deposit. If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting and the Interconnection Feasibility Study, a substitute Point of Interconnection identified by either Interconnection Customer or Transmission Provider, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and restudies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if Transmission Provider and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.3.4, shall be the substitute.

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7.3 Scope of Interconnection System Impact Study

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the Transmission System. The Interconnection System Impact Study will consider the Base Case as well as all generating facilities (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue Position but for which there is an executed interconnection agreement or an unexecuted interconnection agreement has been filed with the Commission. In the case of Clustering, the Interconnection System Impact Study will also consider all other Interconnection Requests to be studied concurrently pursuant to Section 4.2.

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, and a power flow analysis. The Interconnection System Impact Study will state the assumptions upon which it is based; state the results of the analyses; and provide the requirements or potential impediments to providing the requested Interconnection Service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. The Interconnection System Impact Study will provide a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility (including any amounts that Interconnection Customer may have to pay, or security the Interconnection Customer may have to provide, pursuant to Article 11 of the SGIA) and a non-binding good faith estimated time to construct.

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7.4 Interconnection System Impact Study Procedures

Transmission Provider shall coordinate the Interconnection System Impact Study with any Affected System that is affected by the Interconnection Request pursuant to Section 3.5 above. Transmission Provider shall utilize existing studies to the extent practicable when it performs the study. Transmission Provider shall use Reasonable Efforts to complete the Interconnection System Impact Study within ninety (90) Calendar Days after the receipt of the Combined Study Agreement or notification to proceed, study payment, and technical data. If Transmission Provider uses Clustering, Transmission Provider shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within ninety (90) Calendar Days after the close of the Queue Cluster Window.

At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection System Impact Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If Transmission Provider is unable to complete the Interconnection System Impact Study within the time period, it shall notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, Transmission Provider shall provide Interconnection Customer all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study, subject to confidentiality arrangements consistent with Section 13.1.

7.5 Meeting with Transmission Provider

At Interconnection Customer's request, within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, Transmission

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Provider and Interconnection Customer shall meet to discuss the results of the Interconnection System Impact Study.

7.6 Re-Study

If re-study of the Interconnection System Impact Study is required due to a higher queued project dropping out of the queue, a modification of a higher queued project subject to 4.4, or re-designation of the Point of Interconnection pursuant to Section 7.2 Transmission Provider shall notify Interconnection Customer in writing. Such re-study shall take no longer than sixty (60) Calendar Days from the date of notice. Any cost of re-study shall be borne by the Interconnection Customer being re-studied.

8.0 Interconnection Facilities Study

8.1 Interconnection Facilities Study

Within five (5) Business Days following the deadline established pursuant to these SGIP for the meeting contemplated by Section 7.5, Transmission Provider shall provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study.

8.2 Authority to Proceed

Interconnection Customer shall notify Transmission Provider in writing of whether it wishes Transmission Provider to proceed with the Interconnection Facilities Study no later than ten (10) Calendar Days of receipt from Transmission Provider of the cost estimate contemplated by Section 8.1. If Interconnection Customer wishes Transmission Provider to proceed with the Interconnection Facilities Study, it shall provide Transmission Provider with a \$150,000 deposit and all additional technical data requested by Transmission Provider together with such notice.

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If Interconnection Customer does not provide all requested additional technical data when it delivers such notice, Transmission Provider shall notify Interconnection Customer in writing of the deficiency within five (5) Business Days of receipt of Interconnection Customer's notice to proceed. Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of Transmission Provider's notice.

Transmission Provider may invoice Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month. Interconnection Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. Transmission Provider shall continue to hold the amounts on deposit until settlement of the final invoice.

8.3 Scope of Interconnection Facilities Study

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission Provider's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities.

8.4 Interconnection Facilities Study Procedures

Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.5 above. Transmission Provider shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. Transmission Provider shall use Reasonable Efforts to complete the study and

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issue a draft Interconnection Facilities Study report to Interconnection Customer within the following number of days after receipt of notice from the Interconnection Customer to proceed pursuant to Section 8.2: ninety (90) Calendar Days, with no more than a +/- 20 percent cost estimate contained in the report; or one hundred eighty (180) Calendar Days, if Interconnection Customer requests a +/- 10 percent cost estimate.

At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection Facilities Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection Facilities Study. If Transmission Provider is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, it shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

8.5 Meeting with Transmission Provider

At Interconnection Customer's request, within ten (10) Business Days of providing the draft Interconnection Facilities Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study.

8.6 Comments

Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft Interconnection Facilities Study report, provide written comments to Transmission Provider, which Transmission Provider shall include in the final report. Transmission Provider shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. Transmission Provider may reasonably extend such fifteen-day period upon notice to

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Interconnection Customer if Interconnection Customer's comments require Transmission Provider to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Study report. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation, workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study report, subject to confidentiality arrangements consistent with Section 13.1.

8.7 Re-Study

If re-study of the Interconnection Facilities Study is required due to a higher queued project dropping out of the queue or a modification of a higher queued project pursuant to Section 4.4, Transmission Provider shall so notify Interconnection Customer in writing. Such re-study shall take no longer than sixty (60) Calendar Days from the date of notice. Any cost of re-study shall be borne by the Interconnection Customer being re-studied.

9.0 Engineering and Procurement (E&P) Agreement

Prior to executing an SGIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and Transmission Provider shall offer Interconnection Customer, an E&P Agreement that authorizes Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, Transmission Provider shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the SGIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Queue Position or In-Service Date.

The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer and to make advance payments or

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provide other satisfactory security for such costs. Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its Interconnection Request or either Party terminates the E&P Agreement, to the extent the equipment ordered can be cancelled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably cancelled, Transmission Provider may elect: (i) to take title to the equipment, in which event Transmission Provider shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

10.0 Optional Interconnection Study

10.1 Optional Interconnection Study Agreement

On or after the date when Interconnection Customer receives an Interconnection System Impact Study report, or at any time for Interconnection Customers subject to Clustering, Interconnection Customer may request, and Transmission Provider shall perform a reasonable number of Optional Interconnection Studies. The request shall describe the assumptions that Interconnection Customer wishes Transmission Provider to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, Transmission Provider shall provide to Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 4.

The Optional Interconnection Study Agreement shall specify: (i) the technical data that Interconnection Customer must provide for each phase of the Optional Interconnection

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Study, (ii) Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case and assumptions as to the type of Interconnection Service for Interconnection Requests remaining in the Optional Interconnection Study case, and (iii) Transmission Provider's estimate of the cost of the Optional Interconnection Study. To the extent known by Transmission Provider, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. Notwithstanding the above, Transmission Provider shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a \$15,000 deposit to Transmission Provider.

10.2 Scope of Optional Interconnection Study

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes.

Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

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10.3 Optional Interconnection Study Procedures

The executed Optional Interconnection Study Agreement, the deposit, and technical and other data called for therein must be provided to Transmission Provider within ten (10) Business Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement. Transmission Provider shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed upon time period specified within the Optional Interconnection Study Agreement. If Transmission Provider is unable to complete the Optional Interconnection Study within such time period, it shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to Transmission Provider or refunded to Interconnection Customer, as appropriate. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

11.0 Standard Generator Interconnection Agreement (SGIA)

11.1 Tender

Interconnection Customer shall tender comments on the draft Interconnection Facilities Study report within thirty (30) Calendar Days of receipt of the report. Within thirty (30) Calendar Days after the comments are submitted, Transmission Provider shall tender a SGIA, together with draft appendices. Interconnection Customer shall return the completed draft appendices within thirty (30) Calendar Days.

11.2 Negotiation

Notwithstanding Section 11.1, at the request of Interconnection Customer Transmission Provider shall begin negotiations with Interconnection Customer concerning appendices

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A through D to the SGIA at any time after Transmission Provider delivers the draft Interconnection Facilities Study report to Interconnection Customer pursuant to Section 8.4. Following such request, or where no such request is made, following receipt by Transmission Provider of the completed draft appendices to the SGIA from Interconnection Customer pursuant to Section 11.1, Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of appendices A through D to the SGIA for not more than sixty (60) Calendar Days after Transmission Provider's tender of the SGIA and draft appendices pursuant to Section 11.1. If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after Transmission Provider's tender of the SGIA and draft appendices pursuant to Section 11.1. Transmission Provider shall provide to Interconnection Customer a final SGIA within fifteen (15) Business Days after the completion of the negotiation process. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed a final SGIA, requested filing of an unexecuted SGIA with the Commission, or initiated Dispute Resolution procedures pursuant to Section 13.5, within thirty (30) Calendar Days of Transmission Provider's tender of a final SGIA, it shall be deemed to have withdrawn its Interconnection Request.

11.3 Execution and Filing

If Interconnection Customer executes a final SGIA, it shall execute two originals of the tendered final SGIA and return them to Transmission Provider. At the same time, Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Generating Facility, at Interconnection Customer election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Generating Facility; or (v) application for an air, water, or land use permit.

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If Interconnection Customer requests in writing that Transmission Provider file with the Commission an SGIA in unexecuted form, Transmission Provider shall, as soon as practicable, but not later than ten (10) Business Days after receiving a request to file an unexecuted SGIA with the Commission, file an SGIA with Commission, together with its explanation of any matters as to which Interconnection Customer and Transmission Provider disagree and support for the costs that Transmission Provider proposes to charge to, or security that Transmission Provider proposes to require from, Interconnection Customer under the SGIA. An unexecuted SGIA should contain terms and conditions deemed appropriate by Transmission Provider for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities and upgrades under the agreed-upon terms of the unexecuted SGIA, they may proceed subject to the Commission ordering otherwise.

11.4 Commencement of Interconnection Activities

If Interconnection Customer executes the final SGIA, Transmission Provider and Interconnection Customer shall perform their respective obligations in accordance with the terms of the SGIA, subject to modification by the Commission. Upon submission of an unexecuted SGIA, Interconnection Customer and Transmission Provider shall promptly comply with the unexecuted SGIA, subject to modification by the Commission.

12.0 Construction of Transmission Provider's Interconnection Facilities and Network Upgrades

12.1 Schedule

Transmission Provider and Interconnection Customer shall negotiate in good faith concerning a schedule for the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades.

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12.2 Construction Sequencing

12.2.1 General

In general, the In-Service Date of an Interconnection Customer seeking interconnection to the Transmission System will determine the sequence of construction of Network Upgrades.

12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity Other Than Interconnection Customer

An Interconnection Customer with an SGIA, in order to maintain its In-Service Date, may request that Transmission Provider advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such In-Service Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than Interconnection Customer that is seeking interconnection to the Transmission System, in time to support such In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer provides Transmission Provider security as contemplated by Attachment O of the Tariff for: (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

Transmission Provider will reduce the outstanding amount of the security provided by the Interconnection Customer for both the expediting costs and the cost of such Network Upgrades, in accordance with Attachment O of the Tariff. The entity that would have had a contractual obligation to provide security for such Network Upgrades had they not been expedited shall be obligated to provide security for the outstanding balance of the security provided by the Interconnection Customer for such Network Upgrades on the date that it would have been due had there been no request for advance construction.

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Upon receipt of security from that entity, Transmission Provider shall release the security provided by the Interconnection Customer for such Network Upgrades.

12.2.3 Advancing Construction of Network Upgrades that are Part of an Expansion Plan of Transmission Provider

An Interconnection Customer with an SGIA, in order to maintain its In-Service Date, may request that Transmission Provider advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such In-Service Date and (ii) would otherwise not be completed, pursuant to an expansion plan of Transmission Provider, in time to support such In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer provides Transmission Provider security as contemplated by Attachment O of the Tariff for any associated expediting costs. Interconnection Customer may consolidate security for the expediting costs with other security in accordance with Attachment O.

12.2.4 Amended Interconnection System Impact Study

An Interconnection System Impact Study will be amended to determine the facilities necessary to support the requested In-Service Date. This amended study will include those transmission and Generating Facilities that are expected to be in service on or before the requested In-Service Date.

13.0 Miscellaneous

13.1 Confidentiality

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of an SGIA.

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Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

Notwithstanding the foregoing, if Transmission Provider performs study work using WECC data (power flow, stability, and disturbance monitoring data) for an Interconnection Customer that is not a member of WECC, Interconnection Customer may only look at the data at Transmission Provider's office, but shall not be permitted to have the data or a copy of the data, and only once Interconnection Customer has signed the WECC Non-member Confidentiality Agreement in accordance with WECC policies.

Notwithstanding the foregoing, the release of Confidential Information shall be subject to Applicable Laws and Regulations and Applicable Reliability Standards.

13.1.1 Scope

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the other Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the other Party; (5) is, or becomes, publicly

known, through no wrongful act or omission of the receiving Party or Breach of the SGIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by Applicable Laws and Regulations, or is necessary in any legal proceeding establishing rights and obligations under the SGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

13.1.2 Release of Confidential Information

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, contractors, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

13.1.4 No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying

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Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under these procedures or its regulatory requirements.

13.1.6 Order of Disclosure

If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of the SGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

13.1.7 Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party breaches or threatens to breach its obligations

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under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

13.1.8 Disclosure to the Commission

Notwithstanding anything in this Section 13.1 to the contrary, if the Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the SGIP, the Party shall provide the requested information to the Commission within the time provided for in the request for information. In providing the information to the Commission, the Party must request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure.

13.1.9 Subject to the exception in Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information (Confidential Information) shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this SGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to a subregional, regional or national reliability organization or

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planning group. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

13.1.10 This Section 13.1 shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

13.1.11 Transmission Provider shall, at Interconnection Customer's election, destroy, in a confidential manner, or return Confidential Information provided, at the time Confidential Information is no longer needed.

13.2 Delegation of Responsibility

Transmission Provider may use the services of contractors as it deems appropriate to perform its obligations under this SGIP.

Transmission Provider shall remain primarily liable to Interconnection Customer for the performance of such contractors and compliance with its obligations of this SGIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

13.3 Obligation for Study Costs

Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except

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as otherwise provided herein, to Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefor. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer has paid all undisputed amounts in compliance herewith.

13.4 Third Parties Conducting Studies

If (i) at the time of the signing of an Interconnection Study agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer receives notice pursuant to Sections 6.3, 7.4 or 8.4 that Transmission Provider will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.4 within the applicable timeframe for such Interconnection Study, then Interconnection Customer may require Transmission Provider to utilize a third party consultant reasonably acceptable to Interconnection Customer and Transmission Provider to perform such Interconnection Study under the direction of Transmission Provider. At other times, Transmission Provider may also utilize a third party consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer, or on its own volition.

In all cases, use of a third party consultant shall be in accord with Article 26 of the SGIA (Subcontractors) and limited to situations where Transmission Provider determines that doing so will help maintain or accelerate the study process for Interconnection Customer's pending Interconnection Request and not interfere with Transmission Provider's progress on Interconnection Studies for other pending Interconnection

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Requests. In cases where Interconnection Customer requests use of a third party consultant to perform such Interconnection Study, Interconnection Customer and Transmission Provider shall negotiate all of the pertinent terms and conditions, including selection through a request for proposal process where appropriate, reimbursement arrangements and the estimated study completion date and study review deadline. Transmission Provider shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as practicable upon Interconnection Customer's request subject to the confidentiality provision in Section 13.1. In any case, such third party contract may be entered into with either Interconnection Customer or Transmission Provider at Transmission Provider's discretion. In the case of (iii) Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third party study. Such third party consultant shall be required to comply with this SGIP, Article 26 of the SGIA (Subcontractors), and the relevant provisions of the Tariff as would apply if Transmission Provider were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes. Transmission Provider shall cooperate with such third party consultant and Interconnection Customer to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with the other Party's failure to comply with these SGIP, such dispute or claim shall be resolved in accordance with Dispute Resolution. Notwithstanding anything else herein, no Party shall be liable to the other for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with these SGIP.

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13.6 Notice

Unless otherwise provided in these SGIP, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective only if given in writing, and may be so given by recognized national courier, or by depositing the same with the Canadian Postal Service with postage prepaid for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address for that Party's representative as set out in the Interconnection Request. Any notice, demand or request required or permitted to be given by either Party to the other and not required by these SGIP to be given in writing may be so given by telephone, facsimile or email to the numbers or addresses for the Party's representative as set out in the Interconnection Request.

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APPENDIX 1 to SGIP

Interconnection Request for a Generating Facility

1. The undersigned Interconnection Customer submits this request to interconnect its Generating Facility with Transmission Provider's Transmission System pursuant to the Tariff. Capitalized terms used but not defined herein shall have the meanings given to them in the SGIP.

2. This Interconnection Request is for (check one):
 A proposed new Generating Facility.
 An increase in the generating capacity or a Material Modification of an existing Generating Facility.

3. The type of interconnection service requested (check one):
 Energy Resource Interconnection Service
 Network Resource Interconnection Service

4. Check here only if Interconnection Customer requesting Network Resource Interconnection Service also seeks to have its Generating Facility studied for Energy Resource Interconnection Service.

5. Interconnection Customer provides the following information:
 - (a) Address or location of the proposed new Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location of the existing Generating Facility;

 - (b) Maximum summer at ____ degrees C and winter at ____ degrees C megawatt electrical output of the proposed new Generating Facility or the amount of megawatt increase in the generating capacity of an existing Generating Facility;

 - (c) General description of the equipment configuration;

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- (d) Commercial Operation Date (Day, Month, and Year);
 - (e) Name, address, telephone number, fax number and e-mail address of Interconnection Customer's contact person;
 - (f) Approximate location of the proposed Point of Interconnection (optional); and
 - (g) Interconnection Customer Data (set forth in Attachment A)
6. Applicable deposit amount as specified in the SGIP.
7. Evidence of Site Control as specified in the SGIP (check one)
- ____ Is attached to this Interconnection Request
- ____ Will be provided at a later date in accordance with the SGIP
8. This Interconnection Request shall be submitted to the representative indicated below:
- BC Hydro
- Attention: <*>
- Telephone: <*>
- Facsimile: <*>
- Email: <*>
9. Representative of Interconnection Customer to contact:
- [To be completed by Interconnection Customer]
- Telephone: <*>
- Facsimile: <*>
- Email: <*>
10. This Interconnection Request is submitted by:

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**Attachment A
To Appendix 1
Interconnection Request**

DATA REQUIREMENTS FOR GENERATOR INTERCONNECTION

Interconnection Customers must submit the applicable data submission form provided in the Transmission Provider's Business Practices identified to be submitted as Attachment A to Appendix 1 Interconnection Request. The data that the Transmission Provider may require in the data submission forms in order to assess the Interconnection Request is set out below. The definition and explanation of the data may be found in the Generator Interconnection Equipment Statement(s) and Technical Interconnection Requirements of the Transmission Provider's Business Practices.

1. Site Location and Point of Interconnection

All Interconnection Customers will be required to submit a site location map, which shall include all generating sites of a project, the point of interconnection (POI), and the transmission line(s) to connect the project into the system at POI. The locations of generating sites, new substations, or new taps on existing lines must also be shown on the map and located by latitude and longitude. On the site location map, the Interconnection Customer shall:

- (a) Identify the substation(s), if connecting to an existing BC Hydro substation(s), or
- (b) Identify the line by name (such as 2L1) as well as the location of the proposed interconnection, if connecting to an existing BC Hydro transmission line.

The Interconnection Customer will also be required to provide a site layout plan.

2. Electrical Data

The required electrical data must be submitted by a registered professional engineer in the APEGBC.

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2.1 One-Line Diagram

All Interconnection Customers will be required to provide a one-line diagram that includes major station equipment (such as generators, transformers, station load, breakers, disconnects, capacitors, reactors, surge arrestors, current transformers, voltage transformers, capacitive voltage transformers), equipment ratings, transformer configuration, generator configuration and grounding, and bus arrangement.

The Interconnection Customer will also be required to provide a protection one-line diagram showing metering and relaying.

2.2 Generator Data

If one or more generators are included, the following data for each different type of generator and generator step up transformer may be required to be provided by the Interconnection Customer. For wind turbine generators, models of all control schemes must be submitted in PSS/E and EMTP formats.

(a) Generator General Specifications

1. Energy source (e.g., hydro, thermal, wind, combined cycle.) and energy profile in a typical year, and/or typical daily pattern for wind.
2. Number of rotating generators with power factor, MW and MVAR ratings.
3. Number of turbines, combustion, steam, wind, hydro, etc.
4. Maximum output in winter, spring and summer, MW.
5. Maximum injected MW's at the POI.
6. Station service load for auxiliaries, MW, MVAR.
7. Station service connection plan.

(b) Generator Data, Synchronous Machines

The Transmission Provider may require the following data for each different generator assembly:

1. Reactive capability, 'P-Q' curves;

2. Excitation 'Vee' curves;
3. Saturation and synchronous impedance curves;
4. Identifier (e.g., Generator unit number);
5. Number of similar generators;
6. Complex power, MVA;
7. Active power, MW;
8. Terminal voltage, kV;
9. Machine parameters:
 - a. S_b – Power base (MVA) upon which machine data is specified;
 - b. H – Total inertia constant of the generator and turbine, MWs/MVA;
 - c. R_a – Armature resistance, pu;
 - d. X_d – Direct axis unsaturated synchronous reactance, pu;
 - e. X_q – Quadrature axis unsaturated synchronous reactance, pu;
 - f. X'_d – Direct axis unsaturated transient reactance, pu;
 - g. X'_q – Quadrature axis saturated and unsaturated transient reactance, pu;
 - h. X''_d – Direct axis saturated and unsaturated subtransient reactance, pu;
 - i. X_{lm} – Stator leakage reactance, pu;
 - j. T'_{do} – Direct axis transient open circuit time constant, seconds;
 - k. T'_{qo} – Quadrature axis transient open circuit time constant, seconds;
 - l. T''_{do} – Direct axis subtransient open circuit time constant, seconds;
 - m. T''_{qo} – Quadrature axis subtransient open circuit time constant, seconds;
 - n. $S(1.0)$ – Saturation factor at rated terminal voltage; and
 - o. $S(1.2)$ – Saturation factor at 1.2 per unit of rated terminal voltage;
10. Excitation system modeling information with reference to standard types as specified in PTI PSS/E model library:

-
- a. Type (static, ac rotating, etc.);
 - b. Maximum/Minimum dc current;
 - c. Maximum/Minimum dc voltage;
 - d. Nameplate information;
 - e. Block diagram with control parameter settings; and
 - f. Power System Stabilizer (PSS) type and settings;
11. Speed governor information with detailed modeling information with reference to standard types as specified in PTI PSS/E model library for each turbine:
- a. Turbine type (hydro, thermal, wind);
 - b. Total capacity, MW (available peak operation rating);
 - c. Number of stages;
 - d. Manufacturer and model, if known;
 - e. Frequency vs. time operational limits, seconds at Hz;
 - f. Maximum turbine ramping rates, MW/minute, ramp up and ramp down;
- (c) Generator Data, Asynchronous Machines
- The Transmission Provider may require the following data for each different generator assembly:
1. Shunt reactive compensation devices for power factor correction with induction generators or converters:
 - a. Power Factor without compensation;
 - b. Power Factor with full compensation;
 - c. Reactive power of shunt compensation voltage, kVar; and
 - d. Type and model (if required) of shunt compensation device.
 2. AC/DC Converter devices employed with certain types of induction motor installations or with DC sources.
 - a. Number of converters;
 - b. Nominal ac voltage, kV;

- c. Capability to supply or absorb reactive power, MVAR;
 - d. Converter manufacturer, model name, number, version; and
 - e. Rated/Limitation on Fault current contribution, kA.
3. Machine parameters:
- a. S_b – Power base (MVA) upon which machine data is specified;
 - b. H – Total inertia constant of generator and turbine, MWs/ MVA;
 - c. R_a – Armature resistance, pu;
 - d. X_d – Direct axis saturated and unsaturated synchronous reactance, pu;
 - e. X'_d – Direct axis saturated and unsaturated transient reactance, pu;
 - f. X''_d – Direct axis saturated and unsaturated subtransient reactance, pu;
 - g. X_l – Stator leakage reactance, pu;
 - h. T'_{do} – Direct axis transient open circuit time constant, seconds;
 - i. T''_{do} – Direct axis subtransient open circuit time constant, seconds;
 - j. $S(1.0)$ – Saturation factor at rated terminal voltage, A/A;
 - k. $S(1.2)$ – Saturation factor at 1.2 per unit of rated terminal voltage, A/A;
 - l. V_t – Voltage threshold for tripping, pu;
 - m. V_r – Voltage at which reconnection is permitted, pu;
 - n. T_v – Pickup time for voltage-based tripping, seconds;
 - o. T_{vr} – Time delay for reconnection, seconds;
 - p. F_t – Frequency threshold for tripping, Hz;
 - q. T_f – Pickup time for frequency-based tripping, seconds;
 - r. Reactive power required at no load, MVAR; and
 - s. Reactive power required at full load, MVAR.
4. External Shunt Compensation:
- a. Bus Voltage;

- b. Number and rating of each shunt capacitor section; and
- c. Voltage/PF controller scheme description and time delays.

2.3 Load Information Requirements

The Transmission Provider may require the following information regarding the plant load:

- (a) Delivery voltage, kV;
- (b) Power factor;
- (c) Transformer data including high and low voltage levels and impedances.

2.4 Transformer Data

If one or more power transformers are included as part of the proposed connection, the Transmission Provider may require the following data for each unique transformer:

- (a) Transformer number or identifier;
- (b) Number of similar transformers;
- (c) Transformer type and number of windings, (e.g. two winding);
- (d) Transformer winding data. For a two winding transformer, only winding H and L data is required.
 - 1. For each winding, H, L, y: (y=tertiary):
 - a. Nominal voltage, kV; and
 - b. Configuration (Δ or Y) and Y winding connection (ungrounded, solid ground or impedance ground).
 - 2. Transformer MVA ratings:
 - a. Winding H, MVA;
 - b. Winding L, MVA; and
 - c. Winding y, MVA.
 - 3. Transformer impedances, positive and zero sequence:
 - a. Winding H to L, % X and R at MVA;

- b. Winding H to Y, % X and R at MVA; and
 - c. Winding L to Y, % X and R at MVA.
- 4. Transformer tap changer information:
 - a. No load or load;
 - b. Tap changer winding location, H, L, Y; and
 - c. Available taps.
- 5. Transformer cooling requirements if required from BC Hydro:
 - a. Load, amps; and
 - b. Voltage, single or three phase, volts.

2.5 Transmission Line / Cable Data

If a new transmission line or cable is to be included as part of the proposed connection, the Transmission Provider may require the following data:

- (a) Nominal operating voltage, kV;
- (b) Line length, km and routes shown in map;
- (c) Line capacity, amps at °C;
- (d) Overhead/underground construction including conductor type; and
- (e) Positive and zero sequence transmission line data in physical units:
 - 1. Series resistance, R Ω ;
 - 2. Series reactance, X Ω ; and
 - 3. Shunt susceptance, B μ S (or $\mu \Omega^{-1}$).

3. Plant Data

The Transmission Provider may require the following information regarding the plant.

- (a) Plant designation;
- (b) Maximum inject Power (Facility Interconnection Capacity) into the Transmission Provider system;
- (c) Contracted capacity to BC Hydro (if applicable);

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- (d) Total Plant generating capacity;
- (e) Total number of generators in the Plant;
- (f) Total number of generator transformers in the Plant;
- (g) Total Plant Load (MW);
- (h) Total Plant Load (MVar);
- (i) Total Plant Motor Load;
- (j) Total Plant Static Load;
- (k) Total Plant Static Load power factor;
- (l) Total Plant Reactive compensation;
- (m) Ground Grid resistance;
- (n) Plant restoration time immediately following a self restoring fault or upset on the transmission line;
- (o) Bus length from generation to interconnection station;
- (p) Line length from interconnection station to Transmission Provider's transmission line;
- (q) Tower number – observed in the field and painted on tower leg;
- (r) Number of third party easements required for transmission lines;
- (s) Black Start Capability (yes/no);
- (t) Is the Generating Facility in the Transmission Provider's service area (yes/no);
 - 1. If no, provide name of Local Provider
- (u) Maximum Summer plant output;
- (v) Maximum Winter plant output;
- (w) Maximum Spring plant output.

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APPENDIX 2 to SGIP

Interconnection Feasibility Study Agreement

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the Province of _____, (Interconnection Customer) and BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a Crown corporation existing under the laws of the Province of British Columbia, (Transmission Provider). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the proposed or modified Generating Facility with the Transmission System; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed or modified Generating Facility to the Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the SGIP.

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2. Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection Feasibility Study consistent with Section 6 of the SGIP.
3. The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
4. The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.3.4 of the SGIP. If, after the designation of the Point of Interconnection pursuant to Section 3.3.4 of the SGIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.
5. The Interconnection Feasibility Study report shall provide the following information:
 - (a) preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - (b) preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection; and
 - (c) preliminary description and non-binding estimated cost of facilities required to interconnect the proposed or modified Generating Facility to the Transmission System and to address the identified short circuit and power flow issues.
6. Interconnection Customer shall provide a deposit of \$15,000 for the performance of the Interconnection Feasibility Study.

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Upon receipt of the Interconnection Feasibility Study Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Feasibility Study.

Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7. Miscellaneous. The Interconnection Feasibility Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the SGIP and the SGIA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By: _____

Title: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

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**Attachment A to Appendix 2
Interconnection Feasibility
Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION FEASIBILITY STUDY**

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on

_____:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer and Transmission Provider]

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APPENDIX 3 to SGIP

Combined Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the Province of _____, (Interconnection Customer) and BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a Crown corporation existing under the laws of the Province of British Columbia, (Transmission Provider). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the proposed or modified Generating Facility with the Transmission System;

WHEREAS, Transmission Provider has completed an Interconnection Feasibility Study (the Feasibility Study) and provided the results of said study to Interconnection Customer (This recital to be omitted if Transmission Provider does not require the Interconnection Feasibility Study);

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection System Impact Study to assess the impact of interconnecting the proposed or modified Generating Facility to the Transmission System, and of any Affected Systems; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the Transmission System.

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NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the SGIP.
2. Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection System Impact Study consistent with Section 7 of the SGIP.
3. The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
4. The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study if one was completed and the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the SGIP. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
5. The Interconnection System Impact Study report shall provide the following information:
 - (a) identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - (b) identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - (c) identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and

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- (d) description and non-binding, good faith estimated cost of facilities required to interconnect the proposed or modified Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.
6. Interconnection Customer shall provide a deposit of \$75,000 for the performance of the Interconnection System Impact Study. Transmission Provider's good faith estimate for the time of completion of the Interconnection System Impact Study is [insert date].
- Upon receipt of the Interconnection System Impact Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection System Impact Study.
- Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.
7. If Interconnection Customer elects to proceed with an Interconnection Facilities Study consistent with Section 8.2 of the SGIP, Transmission Provider shall cause an Interconnection Facilities Study consistent with Section 8 of the SGIP to be performed in accordance with the Tariff.
8. The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment B and the data provided in Attachment C to this Agreement.
9. The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment B), schedule for required facilities to interconnect the proposed or modified Generating Facility to the Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.
10. If Interconnection Customer elects to proceed with an Interconnection Facilities Study consistent with Section 8.2 of the SGIP, Interconnection Customer shall provide a deposit of \$150,000 for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment B.
-

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Transmission Provider may invoice Interconnection Customer on a monthly basis for the work to be conducted on the Interconnection Facilities Study each month.

Interconnection Customer shall pay invoiced amounts within thirty (30) Calendar Days of receipt of invoice. Transmission Provider shall continue to hold the amounts on deposit until settlement of the final invoice.

11. Miscellaneous. The Combined Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the SGIP and the SGIA.

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IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By: _____

Title: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

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**Attachment A to Appendix 3
Combined Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION SYSTEM IMPACT STUDY**

The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with Section 4.4 of the SGIP, if one was completed and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer and Transmission Provider]

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**Attachment B to Appendix 3
Combined Study Agreement**

**INTERCONNECTION CUSTOMER SCHEDULE ELECTION FOR CONDUCTING THE
INTERCONNECTION FACILITIES STUDY**

Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the following number of days after of receipt of notice from the Interconnection Customer to proceed with an Interconnection Facilities Study:

1. ninety (90) Calendar Days with no more than a +/- 20 percent cost estimate contained in the report, or
2. one hundred eighty (180) Calendar Days with no more than a +/- 10 percent cost estimate contained in the report.

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**Attachment C to Appendix 3
Combined Study Agreement**

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER WITH THE
COMBINED STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections:

On the one line diagram indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one line diagram indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation?

Yes No (Please indicate on one line diagram).

What type of control system or PLC will be located at Interconnection Customer's Generating Facility?

What protocol does the control system or PLC use?

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Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Transmission Provider's transmission line.

Tower number observed in the field. (Painted on tower leg)*

Number of third party easements required for transmission lines*:

* To be completed in coordination with Transmission Provider.

Is the Generating Facility in the Transmission Provider's service area?

Yes No Local provider: _____

Please provide proposed schedule dates:

Begin Construction Date: _____

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BC Hydro

Open Access Transmission Tariff
OATT Attachment M-1 Appendix 3
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Generator step-up transformer
receives back feed power Date _____

Generation Testing Date: _____

Commercial Operation Date: _____

ACCEPTED: December 9, 2022

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ACTING COMMISSION SECRETARY

APPENDIX 4 to SGIP

Optional Interconnection Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the Province of _____, (Interconnection Customer) and BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a Crown corporation existing under the laws of the Province of British Columbia, (Transmission Provider). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____;

WHEREAS, Interconnection Customer is proposing to establish an interconnection with the Transmission System; and

WHEREAS, Interconnection Customer has submitted to Transmission Provider an Interconnection Request; and

WHEREAS, Interconnection Customer has further requested that Transmission Provider prepare an Optional Interconnection Study;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the SGIP.
2. Interconnection Customer elects and Transmission Provider shall cause to be performed an Optional Interconnection Study consistent with Section 10 of the SGIP.

ACCEPTED: December 9, 2022

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3. The scope of the Optional Interconnection Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
4. The Optional Interconnection Study shall be performed solely for informational purposes.
5. The Optional Interconnection Study report shall provide a sensitivity analysis based on the assumptions specified by Interconnection Customer in Attachment A to this Agreement. The Optional Interconnection Study will identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or interconnection service based upon the assumptions specified by Interconnection Customer in Attachment A.
6. Interconnection Customer shall provide a deposit of \$15,000 for the performance of the Optional Interconnection Study. Transmission Provider's good faith estimate for the time of completion of the Optional Interconnection Study is [insert date].

Upon receipt of the Optional Interconnection Study, Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Optional Study.

Any difference between the initial payment and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7. Miscellaneous. The Optional Interconnection Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the SGIP and the SGIA.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By: _____

Title: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

ACCEPTED: December 9, 2022

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ACTING COMMISSION SECRETARY

BC Hydro

Open Access Transmission Tariff
OATT Attachment M-1 Appendix 4
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**Attachment A to Appendix 4
Optional Interconnection
Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE
OPTIONAL INTERCONNECTION STUDY**

ACCEPTED: December 9, 2022

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ACTING COMMISSION SECRETARY

APPENDIX 5 to SGIP

Standard Generator Interconnection Agreement (SGIA)

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THIS STANDARD GENERATOR INTERCONNECTION AGREEMENT (Agreement) is made and entered into this ____ day of _____, 20__ by and between

_____, a _____ organized and existing under the laws of the Province of _____ (Interconnection Customer), and BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a British Columbia Crown corporation established and existing under the laws of the Province of British Columbia (Transmission Provider). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Transmission Provider operates the Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Generating Facility in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Transmission Provider have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Standard Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Tariff.

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Article 1. Definitions

Affected System shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, provincial and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Standards shall mean the reliability standards and procedures adopted by the Commission in British Columbia, to the extent that those standards and procedures apply to the Interconnection Customer, and the Control Area of the Transmission System.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this Standard Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach.

Business Day shall mean Monday through Friday, excluding Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Holiday.

Combined Study Agreement shall mean the Combined Study Agreement dated <*> between Interconnection Customer and Transmission Provider in respect of the Generating Facility.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as confirmed by Interconnection Customer pursuant to Appendix D to this Standard Generator Interconnection Agreement.

Commission means the British Columbia Utilities Commission, or its successor.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. The Control Area is the Balancing Authority Area as defined in the Applicable Reliability Standards.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of this Standard Generator Interconnection Agreement.

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Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties as set out in Appendix G to the SGIA.

Effective Date shall mean, the date on which this Standard Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this Standard Generator Interconnection Agreement to possess black start capability.

Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

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Force Majeure shall mean any act of God, labour disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device for the production of electricity identified in Appendix C, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, provincial, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, or any Affiliate thereof.

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Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Holiday shall mean a statutory holiday in British Columbia.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Provider’s Interconnection Facilities to obtain back feed power.

Interconnection Customer’s Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of this Standard Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider’s Transmission System. Interconnection Customer’s Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Provider’s Interconnection Facilities and the Interconnection Customer’s Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider’s Transmission System. Interconnection Facilities

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are sole use facilities and shall not include Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean the Interconnection Facilities Study dated <*> in respect of the Generating Facility.

Interconnection Feasibility Study shall mean the Interconnection Feasibility Study dated <*> in respect of the Generating Facility.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Generator Interconnection Procedures, in accordance with the Tariff, in respect of the Generating Facility.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of this Standard Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customers and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under this Standard Generator Interconnection Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the Indemnified Person.

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Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date or that would affect the reliability or stability of the Transmission System.

Metering Equipment shall mean all metering equipment installed or to be installed pursuant to this Standard Generator Interconnection Agreement at the metering points specified in Appendix A, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fibre optics.

Network Customer shall have the meaning provided in the Tariff.

Network Resource shall have the meaning provided in the Tariff.

Network Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Generating Facility with the Transmission Provider's Transmission System in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Generating Facility to the Transmission Provider's Transmission System.

Operating Orders means those operating instructions, protocols and procedures developed by the Joint Operating Committee pursuant to Article 29.1.6.

Party shall mean Transmission Provider or Interconnection Customer, and **Parties** shall mean both of them.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to this Standard Generator Interconnection Agreement, where the Interconnection Customer's

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Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to this Standard Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this Standard Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Stand Alone Network Upgrades shall mean Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to this Standard Generator Interconnection Agreement.

Standard Generator Interconnection Agreement (SGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility, that is included in the Transmission Provider's Tariff.

Standard Generator Interconnection Procedures (SGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility that are included in the Transmission Provider's Tariff.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other

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delivery systems or other generating systems to which the Transmission Provider's Transmission System is directly connected.

Tariff shall mean the Transmission Provider's tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Technical Interconnection Requirements means the "60 kV to 500 kV Interconnection Requirements for Power Generators" BC Hydro, as amended from time to time.

Transmission Provider's Interconnection Facilities (TPIF) shall mean all facilities and equipment owned, controlled or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this Standard Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities and shall not include Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider that are used to provide transmission service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

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Article 2. Effective Date, Term and Termination

2.1 Effective Date

This SGIA shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. Transmission Provider shall promptly file this SGIA with the Commission upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement

Subject to the provisions of Article 2.3, this SGIA shall remain in effect for a period of ten (10) years from the Effective Date or such other longer period as Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures

2.3.1 Written Notice

This SGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying the Commission after the Generating Facility permanently ceases Commercial Operation or fails to achieve Commercial Operation within three (3) years of the target date for Commercial Operation set out in Appendix B.

2.3.2 Default

Either Party may terminate this SGIA in accordance with Article 17.

2.3.3 Reserved

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2.3.4 Notwithstanding Articles 2.3.1 through 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with the Commission of a notice of termination of this SGIA, if required, which notice has been accepted for filing by the Commission.

2.4 Termination Costs

If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the terminating Party under this SGIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this SGIA, unless otherwise ordered or approved by the Commission:

2.4.1 With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts.

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If an Interconnection Customer terminates this SGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2 Transmission Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this SGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5 Disconnection

Upon termination of this SGIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

2.6 Survival

This SGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this SGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this SGIA was in effect; as provided in Article 11.4.2; and to permit each Party to have access to

the lands of the other Party pursuant to this SGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

Article 3. Regulatory Filings

3.1 Filing

Transmission Provider shall file this SGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this SGIA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with Transmission Provider with respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

Article 4. Scope Of Service

4.1 Interconnection Product Options

Interconnection Customer has selected the following (checked) type of Interconnection Service:

4.1.1 Energy Resource Interconnection Service

4.1.1.1 The Product

Energy Resource Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission System and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. To the extent Interconnection Customer wants to receive Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Appendix A to this SGIA.

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4.1.1.2 Transmission Delivery Service Implications

Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Generating Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an "as available" basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. No transmission delivery service from the Generating Facility is assured, but Interconnection Customer may obtain Point-to-Point Transmission Service, Network Integration Transmission Service, or be used for secondary network transmission service, pursuant to Transmission Provider's Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for Interconnection Customer to obtain the right to deliver or inject energy beyond the Generating Facility Point of Interconnection or to improve its ability to do so, transmission service must be obtained pursuant to the provisions of Transmission Provider's Tariff. The Interconnection Customer's ability to inject its Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Provider's Transmission System at such time as a transmission service request is made that would accommodate such delivery. The provision of firm Point-to-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network Upgrades.

4.1.2 Network Resource Interconnection Service

4.1.2.1 The Product

Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Generating Facility in the same manner as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Provider shall construct the facilities identified in Appendix A to this SGIA.

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4.1.2.2 Transmission Delivery Service Implications

Network Resource Interconnection Service allows Interconnection Customer's Generating Facility to be designated by any Network Customer under the Tariff on Transmission Provider's Transmission System as a Network Resource, up to the Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the Generating Facility in the same manner as it accesses other Network Resources. A Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if an Interconnection Customer's Generating Facility has not been designated as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all generating facilities that are similarly situated. The provision of Network Integration Transmission Service or firm Point-to-Point Transmission Service may require additional studies and the construction of additional upgrades. Because such studies and upgrades would be associated with a request for transmission service under the Tariff, cost responsibility for the studies and upgrades would be in accordance with Transmission Provider's Tariff for pricing transmission delivery services.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Generating Facility to any particular load on Transmission Provider's Transmission System without incurring congestion costs. In the event of transmission constraints on Transmission Provider's

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Transmission System, Interconnection Customer's Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's Transmission System in the same manner as all other Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that Interconnection Customer's Generating Facility be designated as a Network Resource by a Network Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Generating Facility within Transmission Provider's Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Generating Facility be undertaken, regardless of whether or not such Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Generating Facility. However, the reduction or elimination of congestion or redispatch costs may require additional studies and the construction of additional upgrades.

To the extent Interconnection Customer enters into an arrangement for long term transmission service for deliveries from the Generating Facility outside Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

4.2 Provision of Service

Transmission Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.

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4.3 Performance Standards

Each Party shall perform all of its obligations under this SGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this SGIA for its compliance therewith. If such Party is the Transmission Provider, then that Party shall amend the SGIA and submit the amendment to the Commission for approval.

4.4 No Transmission Service

The execution of this SGIA does not constitute a request for, nor the provision of, any transmission service under Transmission Provider's Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.5 Interconnection Customer Provided Services

The services provided by Interconnection Customer under this SGIA are set forth in Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

Article 5. Interconnection Facilities Engineering, Procurements and Construction

5.1 Construction Timing

Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and target Commercial Operation Date. Such dates shall be set forth in Appendix B, Milestones.

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5.1.1 Reserved

5.1.2 Agreement on Dates

5.1.2.1 If the dates designated by Interconnection Customer are acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and Transmission Provider shall design, procure, and construct Transmission Provider's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, Milestones. Transmission Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labour agreements, and Applicable Laws and Regulations. In the event Transmission Provider reasonably expects that it will not be able to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the specified dates, Transmission Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2.2 If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades by the dates specified in Article 5.1. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

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5.1.2.3 If Interconnection Customer elects not to exercise its option under Article 5.1.2.2, Interconnection Customer shall so notify Transmission Provider within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revisions of the specified dates, the provision of incentives or the procurement and construction of a portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Transmission Provider is responsible for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Transmission Provider shall assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Network Upgrades pursuant to Article 5.1.2.1.

5.2 General Conditions Applicable to Option to Build

If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades,

- (1) Interconnection Customer shall engineer, procure equipment, and construct Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Provider;
- (2) Interconnection Customer's engineering, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all Applicable Laws and Regulations to which Transmission Provider would be subject in the engineering, procurement or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;

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- (3) Transmission Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider a schedule for construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider;
- (5) at any time during construction, Transmission Provider shall have the right to gain unrestricted access to Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;
- (6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (7) Interconnection Customer shall indemnify Transmission Provider for claims arising from Interconnection Customer's construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;
- (8) Interconnection Customer shall transfer control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;
- (9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Transmission Provider or its designee;

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- (10) Transmission Provider shall approve and accept for operation and maintenance Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2; and
- (11) Interconnection Customer shall deliver to Transmission Provider "as-built" drawings, information, and any other documents that are reasonably required by Transmission Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Transmission Provider.

5.3 Reserved

5.4 Power System Stabilizers

The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the Applicable Reliability Standards. Transmission Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators.

5.5 Equipment Procurement

If responsibility for construction of Transmission Provider's Interconnection Facilities or Network Upgrades is to be borne by Transmission Provider, then Transmission Provider shall commence design of Transmission Provider's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

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- 5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Combined Study Agreement;
- 5.5.2 Transmission Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.5.3 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.6 Construction Commencement

Transmission Provider shall commence construction of Transmission Provider's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

- 5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;
- 5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Provider's Interconnection Facilities and Network Upgrades;
- 5.6.3 Transmission Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and
- 5.6.4 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.7 Work Progress

The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer

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determines that the completion of Transmission Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider of such later date upon which the completion of Transmission Provider's Interconnection Facilities will be required.

5.8 Information Exchange

As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Transmission Provider's Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Limited Operation

If any of Transmission Provider's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer Interconnection Facilities may operate prior to the completion of Transmission Provider's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this SGIA. Transmission Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer Interconnection Facilities in accordance with the results of such studies.

5.10 Interconnection Customer's Interconnection Facilities (ICIF)

Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities and Network Upgrades.

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5.10.1 Interconnection Customer's Interconnection Facility Specifications

Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Transmission Provider at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications (including the Technical Interconnection Requirements), operational control, and safety requirements of Transmission Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed Confidential Information.

5.10.2 Transmission Provider's Review

Transmission Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications (including the Technical Interconnection Requirements), operational control, and safety requirements of Transmission Provider.

5.10.3 ICIF Construction

The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Provider "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay

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functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Transmission Provider specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Provider's Interconnection Facilities Construction

Transmission Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, and at Interconnection Customer's cost, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Provider shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for Transmission Provider's Interconnection Facilities [include appropriate drawings and relay diagrams].

Transmission Provider will obtain control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

5.12 Access Rights

Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (Granting Party) shall furnish at no cost to the other Party (Access Party) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Transmission System; (ii) operate and maintain the

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Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this SGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners

If any part of Transmission Provider's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider, Transmission Provider shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, and to the extent consistent with Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Provider's Interconnection Facilities and/or Network Upgrades upon such property.

5.14 Permits

Each Party shall be responsible for obtaining all permits, licenses and authorizations that are necessary for it to accomplish the matters it is obligated to complete hereunder in compliance with Applicable Laws and Regulations. Transmission Provider and Interconnection Customer shall cooperate with each other in good faith in obtaining any such permits, licenses and authorizations. With respect to this paragraph, Transmission Provider shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's, generation.

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5.15 Early Construction of Base Case Facilities

Interconnection Customer may request Transmission Provider to construct, and Transmission Provider shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which were included in the Base Case for the Interconnection Facilities Study, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.16 Suspension

Interconnection Customer reserves the right, upon written notice to Transmission Provider, to suspend at any time all work by Transmission Provider associated with the construction and installation of Transmission Provider's Interconnection Facilities and/or Network Upgrades required under this SGIA with the condition that Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider (i) has incurred pursuant to this SGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labour contracts which Transmission Provider cannot reasonably avoid; provided, however, that prior to cancelling or suspending any such material, equipment or labour contract, Transmission Provider shall obtain Interconnection Customer's authorization to do so.

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Transmission Provider shall invoice Interconnection Customer for such costs, plus any applicable taxes, pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Transmission Provider required under this SGIA pursuant to this Article 5.16, and has not requested Transmission Provider to recommence the work required under this SGIA on or before the expiration of three (3) years following commencement of such suspension, this SGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Provider, if no effective date is specified.

5.17 Tax Indemnity

Interconnection Customer shall protect, indemnify and hold harmless Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this SGIA, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

5.18 Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this SGIA is intended to adversely affect Transmission Provider's tax exempt status.

5.19 Modification

5.19.1 General

Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to

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commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Transmission System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards

Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this SGIA and Good Utility Practice.

5.19.3 Modification Costs

Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Transmission Provider makes to Transmission Provider's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Provider's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such

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Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

Article 6. Reserved

Article 7. Reserved

Article 8. Communications

8.1 Reserved

8.2 Reserved

8.3 No Annexation

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 Provision of Data from a Variable Energy Resource

The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to the Transmission Provider to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The Transmission Provider and Interconnection Customer

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whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to the Transmission Provider regarding all forced outages to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the Transmission Provider, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the Transmission Provider. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this SGIA, as they may change from time to time.

Article 9. Operations

9.1 General

Each Party shall comply with the Applicable Reliability Standards. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 Reserved

9.3 Transmission Provider Obligations

Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe

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and reliable manner and in accordance with all Operating Orders and this SGIA. Transmission Provider may provide to Interconnection Customer, and Interconnection Customer will comply with, operating instructions consistent with this SGIA and Transmission Provider's operating protocols and procedures as they may change from time to time. Transmission Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations

Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this SGIA and the Technical Interconnection Requirements. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all Operating Orders and applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this SGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this SGIA.

9.5 Start-Up and Synchronization

Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to Transmission Provider's Transmission System.

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9.6 Reserved

9.7 Outages and Interruptions

9.7.1 Outages

9.7.1.1 Outage Authority and Coordination

In accordance with Good Utility Practice and in coordination with the other Party, the Interconnection Customer may remove the Interconnection Customer's Interconnection Facilities, and the Transmission Provider may remove the Transmission Provider's Interconnection Facilities or any part of the Transmission System, from service that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal. Neither Party shall be liable to the other for damages of any kind in connection with any such outage.

9.7.1.2 Outage Schedules

Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance,

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including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

9.7.1.3 Outage Restoration

If an outage of a Party's facility(ies) adversely affects the other Party's operations or facilities, the Party that owns or controls the facility(ies) that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2 Interruption of Service

If required by Good Utility Practice to do so, Transmission Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

- 9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

- 9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission System;
- 9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;
- 9.7.2.4 Except during the existence of an Emergency Condition, during which the interruption or reduction can be scheduled without advance notice, Transmission Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Transmission Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Transmission Provider;
- 9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.
- 9.7.2.6 Neither Party shall be liable to the other for damages of any kind in connection with any such curtailment, interruption or reduction.

9.8 Switching and Tagging Rules

Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable

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switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties

9.9.1 Purpose of Interconnection Facility

Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Transmission System and shall be used for no other purpose.

9.9.2 Third Party Users

If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Transmission Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Transmission Provider's Interconnection Facilities from all third party users based upon the pro rata use of the Transmission Provider's Interconnection Facilities by all third party users and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Transmission Provider's Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to the Commission for resolution.

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9.10 Disturbance Analysis Data Exchange

The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or Transmission Provider's Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

Article 10. Maintenance

10.1 Transmission Provider Obligations

Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this SGIA.

10.2 Interconnection Customer Obligations

Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this SGIA.

10.3 Coordination

The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems

Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage

and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

10.5 Operating and Maintenance Expenses

Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Provider's Interconnection Facilities.

Article 11. Performance Obligation

11.1 Interconnection Customer Interconnection Facilities

Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities and Network Upgrades, at its sole expense.

11.2 Transmission Provider's Interconnection Facilities

Transmission Provider shall design, procure, construct, install, own and/or control Transmission Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities and Network Upgrades, at the sole expense of the Interconnection Customer and Interconnection Customer shall provide security for the costs of such TPIF in accordance with Article 11.5 of this Agreement.

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11.3 Network Upgrades

Transmission Provider shall design, procure, construct, install, and own the Network Upgrades described in Appendix A, Interconnection Facilities and Network Upgrades. Transmission Provider shall fund the costs for the Network Upgrades and Interconnection Customer shall provide security for the costs of such Network Upgrades in accordance with Article 11.5 of this Agreement.

11.3.1 On the Commercial Operation Date, Interconnection Customer shall also provide security in accordance with Article 11.5 of this Agreement for any amounts that Transmission Provider is obligated to pay to third parties in accordance with provisions in other Standard Generator Interconnection Agreements similar to Article 11.4.2 of this Agreement as a result of the Generating Facility's use of network upgrades funded by such third parties.

11.4 Credits and Repayments

11.4.1 Reserved

11.4.2 Repayment on Failure to Achieve Commercial Operation

If the Generating Facility fails to achieve Commercial Operation, this Agreement is terminated, and another generating facility subsequently makes use of the Network Upgrades constructed pursuant to this Agreement, Transmission Provider shall at that time reimburse Interconnection Customer for the amounts collected on the security provided by Interconnection Customer pursuant to Section III.D.(b) and Section III.D.(c) of Attachment O of the Tariff, for those Network Upgrades used by the other generating facility, as reasonably determined by BC Hydro. This Article 11.4.2 shall survive the termination of this Agreement.

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11.4.3 Deferral Credits

Where Interconnection Customer satisfies the eligibility criteria set out in Attachment N to the Tariff, Interconnection Customer shall, in addition to any payments provided for in Article 11.4.2, be entitled to Deferral Credits against the non-usage sensitive portion of transmission charges as provided for in Attachment N to the Tariff.

11.4.4 Other Rights

Notwithstanding any other provision of this SGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

11.5 Provision of Security

At least thirty (30) Calendar Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of Transmission Provider's Interconnection Facilities or the Network Upgrades, Interconnection Customer shall provide Transmission Provider a standby irrevocable letter of credit or other form of security that is reasonably acceptable to Transmission Provider and otherwise meets the requirements of Attachment O to the Tariff. Such security shall be granted in favour of Transmission Provider. The security shall be in an amount equal to the amount required by Article 11.3.1 of this Agreement plus an amount sufficient to cover the costs for designing, constructing, procuring and installing the applicable portion of the Network Upgrades and the Transmission Provider's Interconnection Facilities plus in respect of security for the TPIF taxes that would apply when Interconnection Customer is invoiced by Transmission Provider for such costs. The security for the TPIF shall be reduced from

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time to time to the extent the amount exceeds the Transmission Provider's good faith estimate of the remaining costs to complete the applicable portion of Transmission Provider's Interconnection Facilities plus taxes that would apply when Interconnection Customer is invoiced by Transmission Provider for such remaining costs.

11.6 Interconnection Customer Compensation

If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Article 13.5.1 of this SGIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable Commission-approved rate schedule in effect. Interconnection Customer shall serve Transmission Provider with any filing of a proposed rate schedule at the time of such filing with the Commission. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any reactive power under this SGIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at the Commission or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition

Transmission Provider shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

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Article 12. Invoice

12.1 General

Each Party may submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month, plus any applicable taxes. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this SGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 Final Invoice

Within six months after completion of the construction of Transmission Provider's Interconnection Facilities, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities, plus any applicable taxes, and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment Invoices

Payment Invoices shall be rendered to the paying Party at the address specified in Appendix E. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this SGIA.

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12.4 Disputes

In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider shall continue to provide Interconnection Service under this SGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest which shall be calculated in accordance with the provisions in the Tariff.

Article 13. Emergencies

13.1 Definition

"Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this SGIA to possess black start capability.

13.2 Obligations

Each Party shall comply with the Emergency Condition procedures of the Applicable Reliability Standards, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

13.3 Notice

Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action

Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

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13.5 Transmission Provider Authority

13.5.1 General

Transmission Provider may take whatever actions or inactions with regard to the Transmission System or Transmission Provider's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection

Transmission Provider may reduce Interconnection Service or disconnect the Generating Facility or Interconnection Customer's Interconnection Facilities, when such, reduction or disconnection is necessary under Good Utility Practice due to Emergency

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Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to Transmission Provider's Tariff. When Transmission Provider can schedule the reduction or disconnection in advance, Transmission Provider shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.6 Interconnection Customer Authority

Consistent with Good Utility Practice and the SGIA and the SGIP, Interconnection Customer may take actions or inactions with regard to the Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Provider's Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability

Except as otherwise provided in Article 11.6.1 of this SGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

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Article 14. Regulatory Requirements and Governing Law

14.1 Regulatory Requirements

Each Party's obligations under this SGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals.

14.2 Governing Law

14.2.1 The validity, interpretation and performance of this SGIA and each of its provisions shall be governed by the laws of British Columbia, without regard to its conflicts of law principles.

14.2.2 This SGIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

Article 15. Notices

15.1 General

Unless otherwise provided in this SGIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with Canada Post with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to

the Party, at the address set out in Appendix E, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this SGIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments

Billings and payments shall be sent to the addresses set out in Appendix E.

15.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix E.

15.4 Operations and Maintenance Notice

Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Force Majeure

16.1 Force Majeure

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the

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occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labour disturbance.

Article 17. Default

17.1 Default

17.1.1 General

No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this SGIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate

If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this SGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this SGIA, to recover from the breaching Party all amounts due

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hereunder, plus all other damages and remedies to which it is entitled at law or in equity.
The provisions of this article will survive termination of this SGIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1 Indemnity

Each Party shall at all times indemnify, defend, and hold the other Party, and its directors, officers, employees, agents and shareholders (each, an Indemnified Person) harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, legal fees, and all other obligations by or to third parties, arising out of or resulting from a Party's Breach, except in cases of gross negligence or intentional wrongdoing by the other Party.

18.1.1 Indemnified Person

If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party

If an indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures

Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

The indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the

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entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be unreasonably withheld, conditioned or delayed.

18.2 Consequential Damages

In no event shall either Party be liable under any provision of this SGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance

Each Party shall, at its own expense, maintain in force throughout the period of this SGIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in British Columbia:

- 18.3.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with Applicable Laws and Regulations.
- 18.3.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

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- 18.3.3 Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 18.3.4 Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5 The Commercial General Liability Insurance, and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees (Other Party Group) as additional insureds. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this SGIA against the Other Party Group and provide thirty (30) days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.3.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after

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termination of this SGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

- 18.3.8 The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this SGIA.
- 18.3.9 Within ten (10) days following execution of this SGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this SGIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10 Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.
- 18.3.11 The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this SGIA.

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Article 19. Assignment

19.1 Assignment

This SGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this SGIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this SGIA; and provided further that Interconnection Customer shall have the right to assign this SGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s), including providing the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this SGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

20.1 Severability

If any provision in this SGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this SGIA.

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Article 21. Comparability

21.1 Comparability

The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

22.1 Confidentiality

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of this SGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

Notwithstanding the foregoing, the release of Confidential Information shall be subject to Applicable Laws and Regulations and Applicable Reliability Standards.

22.1.1 Term

During the term of this SGIA, and for a period of three (3) years after the expiration or termination of this SGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the other Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the other Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this SGIA; or (6) is required, in accordance with Article 22.1.7 of the SGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this SGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 Release of Confidential Information

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), contractors, subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this SGIA, unless such person has first been advised of the

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confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party and its Affiliates may use Confidential Information solely to fulfill its obligations to the other Party under this SGIA or as required by Applicable Law and Regulations, Applicable Reliability Standards or Good Utility Practice. Notwithstanding the foregoing, Transmission Provider and its Affiliates may disclose Confidential Information to reliability organizations, regional transmission organizations, independent system operators, market operators, resource adequacy program administrators, energy and environmental regulators or other similar organizations.

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22.1.7 Order of Disclosure

If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this SGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement

Upon termination of this SGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the

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Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to the Commission

Notwithstanding anything in this Article 22 to the contrary, if the Commission during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this SGIA, the Party shall provide the requested information to the Commission within the time provided for in the request for information. In providing the information to the Commission, the Party must request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this SGIA (Confidential Information) shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this SGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to a subregional, regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any

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request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

Article 23. Environmental Releases

23.1 Notice of Release

Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

Article 24. Information Requirements

24.1 Information Acquisition

Transmission Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards and the requirements and procedures of applicable reliability organizations.

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24.2 Information Submission by Transmission Provider

The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer

The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Appendix 1 to the SGIP. It shall also include any additional information provided to Transmission Provider for the Interconnection Feasibility Study and Interconnection Facilities Study. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to Transmission Provider pursuant to the Combined Study Agreement between Transmission Provider and Interconnection Customer, then Transmission Provider will conduct appropriate studies to determine the impact on Transmission Provider Transmission System based on the actual data submitted pursuant to this Article 24.3.

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The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation

Prior to the Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Provider operated substation that may affect Interconnection Customer's Interconnection Facilities equipment ratings,

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protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

Article 25. Information Access And Audit Rights

25.1 Information Access

Each Party (the disclosing Party) shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this SGIA; and (ii) carry out its obligations and responsibilities under this SGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this SGIA.

25.2 Reporting of Non-Force Majeure Events

Each Party (the notifying Party) shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this SGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this SGIA.

25.3 Audit Rights

Subject to the requirements of confidentiality under Article 22 of this SGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records pertaining to either Party's performance or either Party's satisfaction of obligations under

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this SGIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this SGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods

25.4.1 Audit Rights Period for Construction-Related Accounts and Records

Accounts and records related to the design, engineering, procurement, and construction of Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records

Accounts and records related to either Party's performance or satisfaction of all obligations under this SGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

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25.5 Audit Results

If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 26. Subcontractors

26.1 General

Nothing in this SGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this SGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this SGIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2 Responsibility of Principal

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this SGIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this SGIA. Any applicable obligation imposed by this SGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance

The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with the other Party's failure to comply with this SGIA, such dispute or claim shall be resolved in accordance with Dispute Resolution.

Article 28. Representations, Warranties and Covenants

28.1 General

Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing

Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in British Columbia; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this SGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this SGIA.

28.1.2 Authority

Such Party has the right, power and authority to enter into this SGIA, to become a party hereto and to perform its obligations hereunder. This SGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

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28.1.3 No Conflict

The execution, delivery and performance of this SGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets

28.1.4 Consent and Approval

Such Party has sought or obtained, or, in accordance with this SGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this SGIA, and it will provide to any Governmental Authority notice of any actions under this SGIA that are required by Applicable Laws and Regulations.

Article 29. Joint Operating Committee

29.1 Joint Operating Committee

Transmission Provider shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. Interconnection Customer shall notify Transmission Provider of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this SGIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by

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the Joint Operating Committee shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

- 29.1.1 Establish data requirements and operating record requirements.
- 29.1.2 Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.
- 29.1.3 Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Provider's and Interconnection Customer's facilities at the Point of Interconnection.
- 29.1.4 Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Generating Facility and other facilities that impact the normal operation of the interconnection of the Generating Facility to the Transmission System.
- 29.1.5 Ensure that information is being provided by each Party regarding equipment availability.
- 29.1.6 Establish Operating Order(s) that will, without limitation, establish operating authority boundaries and isolation procedures for the Generating Facility and that part of the Transmission System which is affected by its interconnection to the Generating Facility.
- 29.1.7 Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 30. Miscellaneous

30.1 Binding Effect

This SGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

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30.2 Conflicts

In the event of a conflict between the body of this SGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this SGIA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation

This SGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this SGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this SGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this SGIA or such Appendix to this SGIA, or such Section to the SGIP or such Appendix to the SGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this SGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

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30.4 Entire Agreement

This SGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this SGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this SGIA.

30.5 No Third Party Beneficiaries

This SGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favour of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver

The failure of a Party to this SGIA to insist, on any occasion, upon strict performance of any provision of this SGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this SGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this SGIA. Termination or Default of this SGIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this SGIA shall, if requested, be provided in writing.

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30.7 Headings

The descriptive headings of the various Articles of this SGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this SGIA.

30.8 Multiple Counterparts

This SGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment

The Parties may by mutual agreement amend this SGIA by a written instrument duly executed by the Parties.

30.10 Modification by the Parties

The Parties may by mutual agreement amend the Appendices to this SGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this SGIA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights

Transmission Provider and Interconnection Customer shall each have the right to make a unilateral filing with the Commission to modify this SGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered.

30.12 No Partnership

This SGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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IN WITNESS WHEREOF, the Parties have executed this SGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By: _____

Title: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

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APPENDIX A to SGIA

Interconnection Facilities and Network Upgrades

1. Interconnection Facilities:
 - (a) [insert Interconnection Customer's Interconnection Facilities]:
 - (b) [insert Transmission Provider's Interconnection Facilities]:

2. Network Upgrades:
 - (a) [insert Stand Alone Network Upgrades]:
 - (b) [insert Other Network Upgrades]:

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APPENDIX B to SGIA

Milestones

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APPENDIX C to SGIA

Interconnection Details

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APPENDIX D to SGIA

Commercial Operation Date

This Appendix D is a part of the SGIA between Transmission Provider and Interconnection Customer.

[Date]

BC Hydro

[To be supplied.]

Attention: [To be supplied]

Re: _____ Generating Facility

Dear _____:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. _____. This letter confirms that [Interconnection Customer] commenced Commercial Operation of Unit No. _____ at the Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]

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APPENDIX E to SGIA

Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

BC Hydro
[To be supplied.]

Attention: [To be supplied]

Interconnection Customer:

[To be supplied.]

Billings and Payments:

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

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APPENDIX F to SGIA

Reserved

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APPENDIX G to SGIA

Dispute Resolution Procedure

1. Internal Dispute Resolution Procedures

Any dispute between the Interconnection Customer and Transmission Provider involving Interconnection Service under the Tariff or this SGIA (excluding applications for rate changes or other changes to the Tariff which shall be presented directly to the Commission for resolution) shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Interconnection Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) Calendar Days or such other period as the Parties may agree upon by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

2. External Arbitration Procedures

Any arbitration initiated pursuant to Paragraph 1 above shall be conducted in British Columbia before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall conduct the arbitration in British Columbia and shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the British Columbia *Arbitration Act*.

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3. Arbitration Decisions

Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and this SGIA, as applicable, and shall have no power to modify or change any of them in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards of the British Columbia *Arbitration Act*. The final decision of the arbitrator must also be filed with the Commission if it affects the Transmission Provider's rates, terms and conditions of service or facilities.

4. Costs

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

- (a) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or
- (b) one half the cost of the single arbitrator jointly chosen by the Parties.

5. Rights Under The British Columbia *Utilities Commission Act*

Nothing in this dispute resolution procedure shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the British Columbia *Utilities Commission Act*.

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Schedule 05**Regulation and Frequency Response Service**

Preamble	Regulation and Frequency Response (RFR) Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) and by other non-generation resources capable of providing this service as necessary to follow the moment-by-moment changes in load. The obligation to maintain this balance between resources and load lies with BC Hydro. BC Hydro must offer this service when the transmission service is used to serve load within its Control Area. The Transmission Customer must either purchase this service from BC Hydro or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. BC Hydro will take into account the speed and accuracy of regulation resources in its determination of Regulation and Frequency Response Service reserve requirements, including as it reviews whether a self-supplying Transmission Customer has made alternative comparable arrangements. Upon request by the self-supplying Transmission Customer, BC Hydro will share with the Transmission Customer its reasoning and any related data used to make the determination of whether the Transmission Customer has made alternative comparable arrangements. The amount of and charges for Regulation and Frequency Response are set forth below.
Availability	In support of Network Integration Transmission Service, Long and Short-Term Firm Point-to-Point Transmission Service, and Non-Firm Point-to-Point Transmission Service.
Rate	\$6.37 per MW per hour of generating Capacity requested for RFR. The required amount of RFR service is a minimum of 2% of the Customer's load located in BC Hydro's control area.
Taxes	The Rate and Charges contained herein is exclusive of applicable taxes.
Note	A description of the methodology for discounting Regulation and Frequency Response Services provided under this Schedule is contained in Section 3 of the BC Hydro OATT.

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ATTACHMENT M-1

Standard Generator Interconnection Procedures (SGIP)
including
Standard Generator Interconnection Agreement (SGIA)

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Appendix 1. Interconnection Request for a Generating Facility

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Appendix 5. Standard Generator Interconnection Agreement

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1.0 Definitions

Capitalized terms used but not defined in these SGIP shall have the meanings given to them elsewhere in the Tariff. In these SGIP:

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, provincial and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Coordinator shall mean the Reliability Coordinator as defined in the Applicable Reliability Standards and which is currently recognized as BC Hydro.

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Applicable Reliability Standards shall mean the reliability standards and guidelines adopted by the Commission in British Columbia, to the extent that those standards and guidelines apply to the Interconnection Customer, and the Control Area of the Transmission System.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies.

Breach shall mean the failure of a Party to perform or observe any material term or condition of the Standard Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach.

Business Day shall mean Monday through Friday, excluding Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Holiday.

Clustering shall mean the process whereby a group of Interconnection Requests is studied together, instead of serially, for purposes of Interconnection System Impact Studies and Interconnection Facilities Studies.

Combined Study Agreement shall mean the form of agreement contained in Appendix 3 of the SGIP.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix D to the Standard Generator Interconnection Agreement.

Commission means the British Columbia Utilities Commission, or its successor.

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Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the costs, timing, and study findings of the Interconnection Request are dependent, and if delayed or not built, could cause a need for a re-study of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or their respective costs and timing.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. The Control Area is the Balancing Authority Area as defined in the Applicable Reliability Standards.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of the Standard Generator Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties as set out in Appendix G to the SGIA.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life, or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission

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Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the Standard Generator Interconnection Agreement to possess black start capability.

Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes the Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Force Majeure shall mean any act of God, labour disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

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Generating Facility shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including any reliability standards adopted by the Commission pursuant to section 125.2 of the British Columbia *Utilities Commission Act*.

Governmental Authority shall mean any federal, provincial, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, or any Affiliate thereof.

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Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "radioactive substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Holiday shall mean a statutory holiday in British Columbia.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Provider's Interconnection Facilities to obtain back feed power.

Interconnection Customer shall mean any entity, including Transmission Provider or any of the Affiliates or subsidiaries, that proposes to interconnect its Generating Facility with the Transmission Provider's Transmission System.

Interconnection Customer's Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of the Standard Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively,

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Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities and shall not include Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean a study conducted by the Transmission Provider or, at the option of the Transmission Provider, by a third-party consultant for the Interconnection Customer to determine a list of facilities (including Transmission Provider's Interconnection Facilities and Network Upgrades, as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission Provider's Transmission System. The scope of the study is defined in Section 8.3 of the Standard Generator Interconnection Procedures.

Interconnection Feasibility Study shall mean a preliminary evaluation of the system impact and cost of interconnecting the Generating Facility to the Transmission Provider's Transmission System, the scope of which is described in Section 6 of the Standard Generator Interconnection Procedures.

Interconnection Feasibility Study Agreement shall mean the form of agreement contained in Appendix 2 of the Standard Generator Interconnection Procedures for conducting the Interconnection Feasibility Study.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 including Attachments to the Standard Generator Interconnection Procedures, in accordance with the Tariff, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility that is interconnected with the Transmission Provider's Transmission System.

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Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Standard Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.

Interconnection Study shall mean any of the following studies: the Interconnection Feasibility Study, the Interconnection System Impact Study, and the Interconnection Facilities Study described in the Standard Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission Provider's Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, focusing on the Adverse System Impacts identified in the Interconnection Feasibility Study, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Standard Generator Interconnection Procedures.

Interest means interest calculated at the average prime rate of the Transmission Provider's lead bank for the applicable period and shall be calculated from the day a deposit or payment is credited to the Transmission Provider's account.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customers and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

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Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date or that would affect the reliability or stability of the Transmission System.

Metering Equipment shall mean all metering equipment installed or to be installed pursuant to the Standard Generator Interconnection Agreement, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Network Resource shall have the meaning provided in the Tariff.

Network Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Generating Facility with the Transmission Provider's Transmission System in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Generating Facility to the Transmission Provider's Transmission System.

Operating Region means any one of the following of Transmission Provider's planning regions: Metro Vancouver, Fraser Valley, Vancouver Island, Northern Interior and Southern Interior, and **Operating Regions** means all of them.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

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Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 4 of the Standard Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Party shall mean Transmission Provider or Interconnection Customer and **Parties** shall mean both of them.

Permissible Technological Advancement shall mean proposed technological modification to turbines, inverters, or plant supervisory controls or other similar advancements to the technology proposed in the Interconnection Request that: (i) does not increase the Interconnection Customer's requested Interconnection Service as specified in the original Interconnection Request; (ii) does not represent a different fuel type from the original Interconnection Request, and (iii) demonstrates that the proposed incorporation of the technological advancement would result in electrical performance that is equal to or better than the technology that was previously submitted with the Interconnection Request.

Point of Change of Ownership shall mean the point, as set forth in Appendix A to the Standard Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities.

Point of Interconnection shall mean the point where the Interconnection Facilities are to connect to the Transmission Provider's Transmission System, as determined pursuant to the SGIP.

Provisional Interconnection Service shall mean interconnection service provided by Transmission Provider associated with interconnecting the Generating Facility to the Transmission System and enabling the Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection,

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pursuant to the terms of the Provisional Standard Generator Interconnection Agreement and, if applicable, the Tariff.

Provisional Standard Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between the Transmission Provider and the Interconnection Customer. This agreement shall take the form of the Standard Generator Interconnection Agreement, modified for provisional purposes.

Queue Position shall mean, subject to Attachment M-2, the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Transmission Provider.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under the Standard Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Scoping Meeting shall mean the meeting between representatives of the Interconnection Customer and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Site Control shall mean documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection

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Customer and the entity having the right to sell, lease or grant Interconnection
Customer the right to possess or occupy a site for such purpose.

Stand Alone Network Upgrades shall mean Network Upgrades that are not part of an Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to the Standard Generator Interconnection Agreement.

Standard Generator Interconnection Agreement (SGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility, that is included in the Tariff.

Standard Generator Interconnection Procedures (SGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility that are included in the Tariff.

Surplus Interconnection Service shall mean any unneeded portion of Interconnection Service established in a Standard Generator Interconnection Agreement, such that if Surplus Interconnection Service is utilized the Interconnection Service limit at the Point of Interconnection would remain the same.

Surplus Interconnection Service Combined Study Agreement shall mean the form of agreement contained in Appendix 3 of the Standard Generator Interconnection Procedures for conducting the Surplus Interconnection Service System Impact and Surplus Interconnection Service Facilities Studies.

Surplus Interconnection Service Customer shall mean either the Interconnection Customer to the original Standard Generator Interconnection Agreement with unneeded Interconnection Service or the entity that wants to utilize Surplus Interconnection Service.

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Surplus Interconnection Service Facilities Queue Position shall mean the position assigned to the Surplus Interconnection Service Customer by the Transmission Provider in accordance with Section 3.3.4.2 of the Standard Generator Interconnection Procedures.

Surplus Interconnection Service Facilities Study shall mean the study performed by the Transmission Provider in situations where additional Interconnection Facilities are identified by the Transmission Provider as being required to support the requested Surplus Interconnection Service.

Surplus Interconnection Service Impact Study shall mean a study conducted by the Transmission Provider consisting of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies necessary for the Transmission Provider to demonstrate reliable operation of the Surplus Interconnection Service on the Transmission System.

Surplus Interconnection Service Request shall mean a request for Surplus Interconnection Service submitted by a Surplus Interconnection Service Customer in accordance with Section 3.3.1.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's Transmission System is directly connected.

Tariff shall mean the Transmission Provider's tariff through which open access transmission service and Interconnection Service are offered, as filed with the

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Commission, and as amended or supplemented from time to time, or any successor tariff.

Transmission Provider shall mean BC Hydro.

Transmission Provider's Interconnection Facilities (TPIF) shall mean all facilities and equipment owned, controlled, or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to the Standard Generator Interconnection Agreement, including any modifications, additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities and shall not include Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider that are used to provide transmission service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

WECC shall mean Western Electricity Coordinating Council, or any successor organization.

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2.0 Scope and Application

2.1 Application of Standard Generator Interconnection Procedures

Sections 2 through 13 apply to processing an Interconnection Request.

2.2 Comparability

Transmission Provider shall receive, process and analyze all Interconnection Requests in a timely manner as set forth in this SGIP. Transmission Provider will use the same Reasonable Efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facilities are owned by Transmission Provider, its subsidiaries or Affiliates or others.

2.3 Base Case Data

Transmission Provider shall maintain base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list on either its OASIS site or a password-protected website, subject to confidentiality provisions in SGIP Section 13.1. In addition, Transmission Provider shall maintain network models and underlying assumptions on either its OASIS site or a password-protected website. Such network models and underlying assumptions should reasonably represent those used during the most recent interconnection study and be representative of current Transmission System conditions. Transmission Provider's OASIS site will include instructions for Interconnection Customers to follow to access the network models and underlying assumptions. Transmission Provider is permitted to require that Interconnection Customers, OASIS site users and password-protected website users sign a confidentiality agreement before the release of commercially sensitive information in the Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a

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transmission expansion plan has been submitted and approved by the Commission.

2.4 No Applicability to Transmission Service

Nothing in this SGIP shall constitute a request for transmission service or confer upon an Interconnection Customer any right to receive transmission service.

3.0 Interconnection Requests

3.1 General

An Interconnection Customer shall submit to Transmission Provider an Interconnection Request in the form of Appendix 1 including Attachments to this SGIP. Interconnection Customer shall submit a separate Interconnection Request for each site and may submit multiple Interconnection Requests for a single site. Interconnection Customer must submit a deposit with each Interconnection Request even when more than one request is submitted for a single site. An Interconnection Request to evaluate one site at two different voltage levels shall be treated as two Interconnection Requests.

At Interconnection Customer's option, Transmission Provider and Interconnection Customer will identify alternative Point(s) of Interconnection and configurations at the Scoping Meeting to evaluate in this process and attempt to eliminate alternatives in a reasonable fashion given resources and information available. Interconnection Customer will select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement.

Transmission Provider shall have a process in place to consider requests for Interconnection Service below the Generating Facility Capacity. These requests for Interconnection Service shall be studied at the level of Interconnection Service

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requested for purposes of Interconnection Facilities and Network Upgrades, but may be subject to other studies at the full Generating Facility Capacity to ensure safety and reliability of the Transmission System, with the study costs borne by the Interconnection Customer. If, after the additional studies are complete, Transmission Provider determines that additional Interconnection Facilities and/or Network Upgrades are necessary, then Transmission Provider must: (1) specify the particular study upon which such costs for additional Interconnection Facilities and/or Network Upgrades are based; and (2) provide a detailed explanation of why the additional Interconnection Facilities and/or Network Upgrades are necessary. Any costs for Interconnection Facilities required for safety and reliability also will be borne by the Interconnection Customer. Interconnection Customer will provide security for the costs of any additional Network Upgrades.

3.2 Identification of Types of Interconnection Services

At the time the Interconnection Request is submitted, Interconnection Customer must request either Energy Resource Interconnection Service or Network Resource Interconnection Service, as described; provided, however, any Interconnection Customer requesting Network Resource Interconnection Service may, at any time before or concurrent with the delivery of notice to proceed with an Interconnection Facilities Study pursuant to Section 8.2, also request that it be concurrently studied for Energy Resource Interconnection Service.

Interconnection Customer may then elect to proceed with Network Resource Interconnection Service or to proceed under a lower level of interconnection service to the extent that only certain upgrades will be completed.

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3.2.1 Energy Resource Interconnection Service

3.2.1.1 The Product

Energy Resource Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission System and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. Energy Resource Interconnection Service does not in and of itself convey any right to deliver electricity to any specific customer or Point of Delivery.

3.2.1.2 The Study

The study consists of short circuit/fault duty, steady state (thermal and voltage) and stability analyses. The short circuit/fault duty analysis would identify direct Interconnection Facilities required and the Network Upgrades necessary to address short circuit issues associated with the Interconnection Facilities. The stability and steady state studies would identify necessary upgrades to allow full output of the proposed Generating Facility and would also identify the maximum allowed output, at the time the study is performed, of the interconnecting Generating Facility without requiring additional Network Upgrades.

3.2.2 Network Resource Interconnection Service

3.2.2.1 The Product

Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Generating Facility in the same manner as Network Resources. Network Resource Interconnection Service allows Interconnection Customer's Generating Facility to be designated as a Network Resource, up to the Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission

System, and to be studied as a Network Resource on the assumption that such a designation will occur.

3.2.2.2 The Study

The Interconnection Study for Network Resource Interconnection Service shall assure that Interconnection Customer's Generating Facility meets the requirements for Network Resource Interconnection Service and as a general matter, that such Generating Facility's interconnection is also studied with Transmission Provider's Transmission System at peak load, under a variety of severely stressed conditions, to determine whether, with the Generating Facility at full output, the aggregate of generation in the local area can be delivered to the aggregate of load on Transmission Provider's Transmission System, consistent with Transmission Provider's reliability criteria and procedures. This approach assumes that some portion of existing Network Resources is displaced by the output of Interconnection Customer's Generating Facility. Network Resource Interconnection Service in and of itself does not convey any right to deliver electricity to any specific customer or Point of Delivery.

3.3 Utilization of Surplus Interconnection Service.

An Interconnection Customer with an effective SGIA may make Surplus Interconnection Service available at an existing Point of Interconnection utilizing the process outlined in this Section 3.3. The Interconnection Customer with an effective SGIA or its Affiliate shall have priority to utilize such Surplus Interconnection Service. If neither the Interconnection Customer with an effective SGIA nor its Affiliates exercise its priority, then such Interconnection Customer may make the Surplus Interconnection Service available to other potential Interconnection Customers. Surplus Interconnection Service requested must be less than or equal to the amount of Surplus Interconnection Service made available by the Interconnection Customer with an effective SGIA and cannot

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exceed the total Interconnection Service already provided by the Interconnection Customer's effective SGIA.

For the purposes of an Interconnection Customer making available or requesting Surplus Interconnection Service, references to the current Interconnection Customer or a currently effective SGIA shall also include any entity which interconnected to the Transmission System prior to the effective date of the SGIP and its corresponding interconnection agreement. The entity requesting Surplus Interconnection Service, or the entity making such Surplus Interconnection Service available, shall provide to the Transmission Provider the information necessary to verify the original interconnection service available in lieu of a SGIA, which may include the original interconnection agreement, studies, Network Integration Transmission Service Agreement, or other technical information. The Transmission Provider may request any additional information necessary to evaluate the request for Surplus Interconnection Service in accordance with this Section 3.3.

Surplus Interconnection Service is only available up to the amount that can be accommodated without requiring additional Network Upgrades other than System Protection Facilities and Metering Equipment.

3.3.1 Initiating a Request for Surplus Interconnection Service

A request for Surplus Interconnection Service may be submitted by the Interconnection Customer with an effective SGIA or the entity that wants to utilize Surplus Interconnection Service.

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3.3.1.1 If the Interconnection Customer with an effective SGIA wishes to initiate a request for Surplus Interconnection Service, it shall submit a request to the Transmission Provider and provide the following information in writing:

- (A) The initial Queue Position number associated with the existing Interconnection Service;
- (B) The amount of Surplus Interconnection Service to be made available in megawatts;
- (C) The period(s) of time when Surplus Interconnection Service will be available;
- (D) The conditions under which Surplus Interconnection Service at the Point of Interconnection may be used;
- (E) Whether the Interconnection Customer intends to use the Surplus Interconnection Service for itself, for one of its Affiliates, or to make it available to an unrelated third-party; and
- (F) Name, address, telephone number, and email address of Interconnection Customer's contact person. The Interconnection Customer shall provide any additional information the Transmission Provider may request in relation to the request for Surplus Interconnection Service.

3.3.1.2 If the entity wishing to utilize Surplus Interconnection Service chooses to initiate a request for Surplus Interconnection Service, it shall submit a request to the Transmission Provider and provide the following information in writing:

- (A) The Point of Interconnection associated with the existing Interconnection Service and, if known, the initial Queue Position number;
- (B) The amount of Surplus Interconnection Service capacity requested in megawatts;
- (C) Type of service requested: Energy Resource Interconnection Service or Network Resource Interconnection Service, but only if the existing service is also Network Resource Interconnection Service;

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- (D) Preliminary one-line diagram of the proposed Generating Facility showing how it will connect to the existing Point of Interconnection;
- (E) Proposed Commercial Operation Date (day, month, and year);
- (F) Name, address, telephone number, and email address of Interconnection Customer's contact person;
- (G) The technical information set forth in Appendix 3 of the SGIP;
- (H) Evidence demonstrating, to the satisfaction of the Transmission Provider, that the Interconnection Customer with an effective SGIA agrees with allowing the surplus request to proceed.

The entity wishing to utilize such Surplus Interconnection Service shall provide any additional information the Transmission Provider may request in relation to the request for Surplus Interconnection Service.

3.3.2 Surplus Interconnection Service Combined Study Agreement.

Within ten (10) Business Days following the request for Surplus Interconnection Service and receipt of all the information required by the Transmission Provider, Transmission Provider shall provide to the Surplus Interconnection Service Customer a non-binding good faith estimate of the cost and timeframe for completing the Surplus Interconnection Service Impact Study and tender a Surplus Interconnection Service Combined Study Agreement to the Surplus Interconnection Service Customer. The Surplus Interconnection Service Combined Study Agreement shall provide that Surplus Interconnection Service Customer shall compensate Transmission Provider for the actual cost of the Surplus Interconnection Service Impact Study. The Surplus Interconnection Service Customer shall deliver the executed Surplus Interconnection Service Combined Study Agreement to Transmission Provider together with the required technical data along with a study deposit equal to \$30,000. The initial \$30,000 deposit shall be applied towards the Surplus Interconnection Service Impact

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Study cost. If the Surplus Interconnection Service Customer's share of the Surplus Interconnection Service Impact Study costs exceed \$30,000, then Surplus Interconnection Customer will be responsible for this excess cost. If the Surplus Interconnection Service Customer's share of the Surplus Interconnection Service Impact Study cost is less than \$30,000, the difference shall be refunded to the Surplus Interconnection Service Customer.

3.3.3 Surplus Interconnection Service Queue

Upon receipt of a Surplus Interconnection Service Request, the Transmission Provider shall assign a Surplus Interconnection Service Queue Position based upon the date and time of receipt of such request. The Surplus Interconnection Service Queue Position will be used to determine the order of performing the Surplus Interconnection Service Impact Study. A higher queued Surplus Interconnection Service Request is one that has been placed "earlier" in the queue in relation to another Surplus Interconnection Service Request that is lower queued.

3.3.4 Surplus Interconnection Service Studies

3.3.4.1 Surplus Interconnection Service Impact Study

The Surplus Interconnection Service Impact Study shall consist of reactive power, short circuit/fault duty, stability analyses, and any other appropriate studies. Steady-state (thermal/voltage) analyses may be performed as necessary to ensure that all required reliability conditions are studied. If the existing Interconnection Service was not studied under off-peak conditions, off-peak steady state analyses shall be performed to the required level necessary to demonstrate reliable operation of the Surplus Interconnection Service. If the original Interconnection System Impact Study is not available for the Surplus Interconnection Service, both off-peak and peak analysis may need to be

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performed for the existing Generating Facility associated with the request for Surplus Interconnection Service. The reactive power, short circuit/fault duty, stability, and steady-state analyses for Surplus Interconnection Service will identify any additional Interconnection Facilities and Network Upgrades necessary. The Transmission Provider may waive any or all of the additional studies if it determines that there is no reasonable expectation that the Surplus Interconnection Service will negatively impact the reliability or safety of the Transmission System and that no additional Interconnection Facilities or Network Upgrades would be identified in such studies.

The Transmission Provider will use Reasonable Efforts to complete the Surplus Interconnection Service Impact Study for a Surplus Interconnection Service Request within ninety (90) Calendar Days of receipt of a completed Surplus Interconnection Service Request and all requested information relating to such request. The Transmission Provider will notify the Surplus Interconnection Service Customer if it anticipates that the such studies will not be completed within the required time and provide an estimate of the expected date of completion.

3.3.4.2 Surplus Interconnection Service Facilities Study

If additional Interconnection Facilities are identified as being required to support the Surplus Interconnection Service Request, the Transmission Provider will require written notice from the Surplus Interconnection Service Customer to proceed with the Surplus Interconnection Service Facilities Study as outlined in the Surplus Interconnection Service Combined Study Agreement. Surplus Interconnection Service Customer shall notify the Transmission Provider of any technical data changes and provide a study deposit of \$30,000. This study deposit is in addition to any amount provided in Section 3.3.2 of the SGIP.

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If the Surplus Interconnection Service Customer's share of the Surplus Interconnection Service Facilities Study costs exceed \$30,000, then Surplus Interconnection Service Customer will be responsible for this excess cost. If the Surplus Interconnection Service Customer's share of the Surplus Interconnection Service Facilities Study cost is less than \$30,000, the difference shall be refunded to the Surplus Interconnection Service Customer.

The Surplus Interconnection Service Facilities Study will be conducted in accordance with the requirements for an Interconnection Facilities Study specified in Section 8 of the SGIP.

3.3.5 New Standard Generator Interconnection Agreement

The SGIA for the existing Interconnection Customer's Generating Facility shall be replaced by a new agreement among the Transmission Provider, existing Interconnection Customer, and the Surplus Interconnection Service Customer. Such agreement shall be in the form of the most currently effective SGIA, modified to reflect, among other things, the Surplus Interconnection Service Customer's Generating Facility and the amount of, and the terms for the use of, the Surplus Interconnection Service. The agreement shall be developed and negotiated in accordance with Section 11 of the SGIP, all at the Surplus Interconnection Service Customer's expense.

3.4 Valid Interconnection Request

3.4.1 Initiating an Interconnection Request

Subject to Attachment M-2, to initiate an Interconnection Request, Interconnection Customer must submit all of the following: (i) an initial non-refundable \$15,000 deposit, and (ii) a completed application in the form of Appendix 1 including Attachments. Such deposits shall be applied toward any Interconnection Studies pursuant to the Interconnection Request. If an Interconnection Customer

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demonstrates Site Control within the cure period specified in Section 3.4.3 after submitting its Interconnection Request, and subsequently withdraws the Interconnection Request, the initial deposit shall become refundable, less any costs incurred by the Transmission Provider in its review of the Interconnection Request; otherwise, all such deposit(s), additional and initial, become non-refundable and are used for review of the Interconnection Request and any subsequent studies.

The expected In-Service Date of the new Generating Facility or increase in capacity of the existing Generating Facility shall be no more than the process window for the regional expansion planning period (or in the absence of a regional planning process, the process window for Transmission Provider's expansion planning period) not to exceed seven years from the date the Interconnection Request is received by Transmission Provider, unless Interconnection Customer demonstrates that engineering, permitting and construction of the new Generating Facility or increase in capacity of the existing Generating Facility will take longer than the regional expansion planning period. The In-Service Date may succeed the date the Interconnection Request is received by Transmission Provider by a period up to ten years, or longer where Interconnection Customer and Transmission Provider agree, such agreement not to be unreasonably withheld.

3.4.2 Acknowledgment of Interconnection Request

Subject to Attachment M-2, Transmission Provider shall acknowledge receipt of the Interconnection Request within five (5) Business Days of receipt of the request and attach a copy of the received Interconnection Request to the acknowledgement.

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3.4.3 Deficiencies in Interconnection Request

Subject to Attachment M-2, an Interconnection Request will not be considered to be a valid request until all items in Section 3.4.1 have been received by Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 3.4.1, Transmission Provider shall notify Interconnection Customer within five (5) Business Days of receipt of the initial Interconnection Request of the reasons for such failure and that the Interconnection Request does not constitute a valid request. Interconnection Customer shall provide Transmission Provider the additional requested information needed to constitute a valid request within ten (10) Business Days after receipt of such notice. Failure by Interconnection Customer to comply with this Section 3.4.3 shall be treated in accordance with Section 3.7.

3.4.4 Scoping Meeting

Within ten (10) Business Days after receipt of a valid Interconnection Request, Transmission Provider shall establish a date agreeable to Interconnection Customer for the Scoping Meeting, and such date shall be no later than thirty (30) Calendar Days from receipt of the valid Interconnection Request, unless otherwise mutually agreed upon by the Parties.

The purpose of the Scoping Meeting shall be to discuss alternative interconnection options, to exchange information including any transmission data that would reasonably be expected to impact such interconnection options, to analyze such information and to determine the potential feasible Points of Interconnection. Transmission Provider and Interconnection Customer will bring to the meeting such technical data, including, but not limited to: (i) general facility loadings, (ii) general instability issues, (iii) general short circuit issues, (iv) general voltage issues, and (v) general reliability issues as may be reasonably required to accomplish the purpose of the meeting. Transmission Provider and

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Interconnection Customer will also bring to the meeting personnel and other resources as may be reasonably required to accomplish the purpose of the meeting in the time allocated for the meeting. On the basis of the meeting, Interconnection Customer shall designate its Point of Interconnection, pursuant to Section 6.1, and one or more available alternative Point(s) of Interconnection. The duration of the meeting shall be sufficient to accomplish its purpose.

Notwithstanding Section 4.4, the Transmission Customer may modify the Point(s) of Interconnection designated in its Interconnection Request on or before the return of the executed Interconnection Feasibility Study Agreement to the Transmission Provider.

This section is subject to Attachment M-2.

3.5 OASIS Posting

Transmission Provider will maintain on its OASIS a list of all Interconnection Requests. The list will identify, for each Interconnection Request: (i) the maximum summer and winter megawatt electrical output; (ii) the location by Operating Region; (iii) the station or transmission line or lines where the interconnection will be made; (iv) the projected In-Service Date; (v) the status of the Interconnection Request, including Queue Position; (vi) the type of Interconnection Service being requested; (vii) the availability of any studies related to the Interconnection Request; (viii) the date of the Interconnection Request; (ix) the type of Generating Facility to be constructed (technology and fuel type); and (x) for Interconnection Requests that have not resulted in a completed interconnection, an explanation as to why it was not completed. The list will not disclose the identity of Interconnection Customer until Interconnection Customer executes an SGIA or requests that Transmission Provider file an unexecuted SGIA with the Commission. Before holding a Scoping Meeting with its Affiliate, Transmission Provider shall post on OASIS an advance notice of its intent to do so.

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Transmission Provider shall post to its OASIS site any deviations from the study timelines set forth herein. Subject to Attachment M-2, Interconnection Study reports and Optional Interconnection Study reports shall be posted to Transmission Provider's OASIS site subsequent to the meeting between Interconnection Customer and Transmission Provider to discuss the applicable study results. Transmission Provider shall also post any known deviations in the Generating Facility's In-Service Date.

This section is subject to Attachment M-2.

3.5.1 Requirement to Post Interconnection Study Metrics

Transmission Provider will maintain on its OASIS or its website summary statistics related to processing Interconnection Studies pursuant to Interconnection Requests, updated quarterly. If Transmission Provider posts this information on its website, a link to the information must be provided on Transmission Provider's OASIS site. For each calendar quarter, Transmission Provider must calculate and post the information detailed in sections 3.5.1.1 through to 3.5.1.4.

3.5.1.1 Interconnection Feasibility Studies Processing Time

- (A) Number of Interconnection Requests that had Interconnection Feasibility Studies completed within the Transmission Provider's coordinated region during the reporting quarter,
- (B) Number of Interconnection Requests that had Interconnection Feasibility Studies completed within the Transmission Provider's coordinated region during the reporting quarter that were completed more than sixty (60) Calendar Days after receipt by the Transmission Provider of the Interconnection Customer's executed Interconnection Feasibility Study Agreement,
- (C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection Feasibility Studies where

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- such Interconnection Requests had executed Interconnection Feasibility Study Agreements received by the Transmission Provider more than sixty (60) Calendar Days before the reporting quarter end,
- (D) Mean time (in Calendar Days), Interconnection Feasibility Studies completed within the Transmission Provider's coordinated region during the reporting quarter, from the date when the Transmission Provider received the executed the Interconnection Feasibility Study Agreement to the date when the Transmission Provider provided the completed Interconnection Feasibility Study to the Interconnection Customer,
- (E) Percentage of Interconnection Feasibility Studies exceeding sixty (60) Calendar Days to complete during the reporting quarter, calculated as the sum of 3.5.1.1(B) plus 3.5.1.1(C) divided by the sum of 3.5.1.1(A) plus 3.5.1.1(C).

3.5.1.2 Interconnection System Impact Studies Processing Time

- (A) Number of Interconnection Requests that had Interconnection System Impact Studies completed within the Transmission Provider's coordinated region during the reporting quarter,
- (B) Number of Interconnection Requests that had Interconnection System Impact Studies completed within the Transmission Provider's coordinated region during the reporting quarter that were completed more than one hundred and fifty (150) Calendar Days after receipt by Transmission Provider of the Interconnection Customer's executed Combined Study Agreement,
- (C) At the end of the reporting quarter, the number of active valid Interconnection Requests with ongoing incomplete Interconnection System Impact Studies where such Interconnection Requests had executed Combined Study Agreements received by the Transmission Provider more than one hundred and fifty (150) Calendar Days before the reporting quarter end,
- (D) Mean time (in Calendar Days), Interconnection System Impact Studies completed within the Transmission Provider's coordinated region during the

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reporting quarter, from the date when the Transmission Provider received the executed Combined Study Agreement to the date when the Transmission Provider provided the completed Interconnection System Impact Study to the Interconnection Customer,

- (E) Percentage of Interconnection System Impact Studies exceeding one hundred and fifty (150) Calendar Days to complete during the reporting quarter, calculated as the sum of 3.5.1.2(B) plus 3.5.1.2(C) divided by the sum of 3.5.1.2(A) plus 3.5.1.2(C).

3.5.1.3 Interconnection Facilities Studies Processing time

- (A) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed within the Transmission Provider's coordinated region during the reporting quarter,
- (B) Number of Interconnection Requests that had Interconnection Facilities Studies that are completed within the Transmission Provider's coordinated region during the reporting quarter that were completed more than two hundred and seventy (270) Calendar Days after receipt by the Transmission Provider of the Interconnection Customer's executed Combined Study Agreement,
- (C) At the end of the reporting quarter, the number of active valid Interconnection Service requests with ongoing incomplete Interconnection Facilities Studies where such Interconnection Requests had executed Combined Study Agreement received by the Transmission Provider more than two hundred and seventy (270) Calendar Days before the reporting quarter end
- (D) Mean time (in Calendar Days), for Interconnection Facilities Studies completed within the Transmission Provider's coordinated region during the reporting quarter, calculated from the date when the Transmission Provider received the executed Combined Study Agreement to the date when the Transmission Provider provided the completed Interconnection Facilities Study to the Interconnection Customer,

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- (E) Percentage of delayed Interconnection Facilities Studies during the reporting quarter, calculated as the sum of 3.5.1.3(B) plus 3.5.1.3(C) divided by the sum of 3.5.1.3(A) plus 3.5.1.3(C).

3.5.1.4 Interconnection Service Requests Withdrawal

- (A) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter,
- (B) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of any Interconnection Studies or execution of any Interconnection Study agreements,
- (C) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of an Interconnection System Impact Study,
- (D) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue during the reporting quarter before completion of an Interconnection Facilities Study,
- (E) Number of Interconnection Requests withdrawn from Transmission Provider's interconnection queue after execution of a Standard Generator Interconnection Agreement or Interconnection Customer requests the filing of an unexecuted, new Standard Generator Interconnection Agreement,
- (F) Mean time (in Calendar Days), for all withdrawn Interconnection Requests, from the date when the request was assigned a Queue Position to when Transmission Provider received the request to withdraw the Interconnection Request from the queue.

3.5.2 Posting of Measures

Transmission Provider is required to post on OASIS or its website the measures in Section 3.5.1.1(A) - 3.5.1.4(F) for each calendar quarter within 30 Calendar Days of the end of the calendar quarter.

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Transmission Provider will keep the quarterly measures posted on OASIS or its website for three calendar years. If Transmission Provider retains this information on its website, a link to the information must be provided on Transmission Provider's OASIS site.

3.6 Coordination with Affected Systems

Transmission Provider will attempt to coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System Operators and, if possible, include those results (if available) in its applicable Interconnection Study within the time frame specified in this SGIP. Interconnection Customer will cooperate with Transmission Provider in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

3.7 Withdrawal

Interconnection Customer may withdraw its Interconnection Request at any time by written notice of such withdrawal to Transmission Provider. In addition, if Interconnection Customer fails to adhere to all requirements of these SGIP, except as provided in Section 13.5 (Disputes), Transmission Provider shall deem the Interconnection Request to be withdrawn and shall provide written notice to Interconnection Customer of the deemed withdrawal and an explanation of the reasons for such deemed withdrawal. Upon receipt of such written notice, Interconnection Customer shall have fifteen (15) Business Days in which to either respond with information or actions that cures the deficiency or to initiate Dispute Resolution.

Withdrawal shall result in the loss of Interconnection Customer's Queue Position. If an Interconnection Customer disputes the withdrawal and loss of its Queue Position, then during Dispute Resolution, Interconnection Customer's

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Interconnection Request is eliminated from the queue until such time that the outcome of Dispute Resolution would restore its Queue Position. If the outcome of Dispute Resolution is to restore that Interconnection Request to the queue anywhere above an Interconnection Request with respect to which an SGIA was executed by Transmission Provider at any time after the commencement of such Dispute Resolution, and provided that SGIA differs from the SGIA that would have been executed had the disputing Interconnection Customer's Interconnection Request not been eliminated from the queue during Dispute Resolution, then Transmission Provider shall apply to the Commission for a determination of how the restoration of the Interconnection Request to the queue should impact any such SGIA, if at all.

An Interconnection Customer that withdraws or is deemed to have withdrawn its Interconnection Request shall pay to Transmission Provider all costs that Transmission Provider prudently incurs with respect to that Interconnection Request prior to Transmission Provider's receipt of notice described above. Interconnection Customer must pay all monies due to Transmission Provider before it is allowed to obtain any Interconnection Study data or results.

Transmission Provider shall (i) update the OASIS Queue Position posting and (ii) refund to Interconnection Customer any refundable portion of Interconnection Customer's deposit or study payments that exceeds the costs that Transmission Provider has incurred, including Interest. In the event of such withdrawal, Transmission Provider, subject to the confidentiality provisions of Section 13.1, shall provide, at Interconnection Customer's request, all information that Transmission Provider developed for any completed study conducted up to the date of withdrawal of the Interconnection Request.

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3.8 Identification of Contingent Facilities

Transmission Provider shall identify the Contingent Facilities, if any, that will be specified to the Interconnection Customer in the Interconnection System Impact Study and subsequently referenced in the Interconnection Facilities Study and Standard Generator Interconnection Agreement. The method shall be sufficiently transparent to determine why a specific Contingent Facility was identified and how it relates to the Interconnection Request. Transmission Provider shall also provide, upon request of the Interconnection Customer, the estimated Interconnection Facility and/or Network Upgrade costs and estimated in-service completion time of each identified Contingent Facility provided this information is readily available and not commercially sensitive.

3.8.1 Method for Identifying Contingent Facilities.

The steps described below are to be taken by Transmission Provider to identify and list the Contingent Facilities, if any, upon which the Interconnection Customer's costs, timing, and study findings are dependent.

Step 1: In preparation for performing an Interconnection System Impact Study, Transmission Provider is to review any applicable interconnection study associated with generating facilities that have a higher queued interconnection request, to determine whether any of those request(s) have unbuilt interconnection facilities and/or network upgrades that may be necessary to provide the Interconnection Customer's requested Interconnection Service.

Step 2: To the extent unbuilt interconnection facilities and/or network upgrades associated with higher queued interconnection requests are identified as potentially necessary to accommodate the Interconnection Customer's requested Interconnection Service, Transmission Provider is to make note of such unbuilt

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facilities and/or upgrades for further consideration during the performance of the Interconnection System Impact Study.

Step 3: Once Transmission Provider has identified the system impacts of the proposed Interconnection on the safety and reliability of the Transmission System and, if applicable, an Affected System, then Transmission Provider is to perform a further assessment, which may include power flow, , transient stability and/or short circuit analyses to determine whether the Interconnection Customer's costs, timing, and/or study findings are dependent upon any of the unbuilt interconnection facilities and/or network upgrades associated with higher queued interconnection requests, noted in Step 2 above. Before accomplishing the study work outlined in Step 3, the Transmission Provider will advise the proposed Interconnection Customer of the specific studies to be performed from the foregoing list and provide its accompanying rationale.

Step 4: In conducting the studies described in Step 3, the Transmission Provider will utilize the criteria and/or thresholds within the relevant NERC standards for the specific studies to be accomplished. If the criteria or thresholds are not met, the Interconnection Customer's costs, timing and/or study findings are dependent upon one or more of the unbuilt interconnection facilities and/or network upgrades associated with higher queued interconnection requests, and each such unbuilt interconnection facility and/or network upgrade upon which the Interconnection Request is dependent shall be deemed "Contingent Facilities" or, individually, as a "Contingent Facility."

3.8.2 Contingent Facilities

The Contingent Facilities will be identified in the Interconnection System Impact Study and at the conclusion of the Interconnection Facilities Study for a given Interconnection Request, and shall be documented in Appendix A of the Standard Generator Interconnection Agreement.

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4.0 Queue Position

4.1 General

Transmission Provider shall assign a Queue Position based upon the date and time of receipt of the valid Interconnection Request; provided that, if the sole reason an Interconnection Request is not valid is the lack of required information on the application form, and Interconnection Customer provides such information in accordance with Section 3.4.3, then Transmission Provider shall assign Interconnection Customer a Queue Position based on the date and time the application form was originally filed. Moving a Point of Interconnection shall result in a lowering of Queue Position if it is deemed a Material Modification under Section 4.4.3.

The Queue Position of each Interconnection Request will be used to determine the order of performing the Interconnection Studies and determination of cost responsibility for the facilities necessary to accommodate the Interconnection Request. A higher queued Interconnection Request is one that has been placed "earlier" in the queue in relation to another Interconnection Request that is lower queued.

4.2 Clustering

At Transmission Provider's option, Interconnection Requests may be studied using Clustering. If Transmission Provider elects to study Interconnection Requests using Clustering, all Interconnection Requests received within a period not to exceed one hundred and eighty (180) Calendar Days, hereinafter referred to as the "Queue Cluster Window", shall be studied together. Transmission Provider, may at its option, establish Queue Cluster Windows for any one or more Operating Regions, in which case only those Generating Facilities with Points of Interconnection within such Operating Region(s) received within the Queue

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Cluster Window shall be studied together using Clustering. Transmission Provider may study an Interconnection Request separately to the extent warranted by Good Utility Practice based upon the electrical remoteness of the proposed Generating Facility. Transmission Provider may, at its option, limit the number of Interconnection Requests Interconnection Customers may submit during a Queue Cluster Window for the same Generating Facility.

Clustering shall be conducted in such a manner to ensure the efficient implementation of the applicable regional transmission expansion plan in light of the Transmission System's capabilities at the time.

The Queue Cluster Window shall have a fixed time interval based on fixed annual opening and closing dates. Any changes to the established Queue Cluster Window interval and opening or closing dates shall be announced with a posting on Transmission Provider's OASIS beginning at least one hundred and eighty (180) Calendar Days in advance of the change and continuing thereafter through the end date of the first Queue Cluster Window that is to be modified.

Transmission Provider may allocate the costs of Interconnection Studies carried out pursuant to Clustering, and the costs of Network Upgrades and Interconnection Facilities identified as required by those Interconnection Studies, between or among the Interconnection Customers having filed the Interconnection Requests that are the subject of the Clustering pro rata, based on the maximum MW electrical output of the Generating Facility (if the Interconnection Request is for a new Generating Facility) or the increase in MW electrical output of the Generating Facility (if the Interconnection Request is for an increase in the generating capacity of an existing Generating Facility) from each Interconnection Request, notwithstanding their Queue Positions.

Notwithstanding Section 11, within fifteen (15) Calendar Days of the date on which the Transmission Provider delivers the draft Interconnection Facilities Study

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report to Interconnection Customers whose Interconnection Requests have been studied pursuant to Clustering, each Interconnection Customer shall indicate on OASIS whether it is willing to pay and provide security for its applicable share of the good faith estimate of costs contained in the Facilities Study in accordance with Attachment O of the Tariff. Within thirty (30) Calendar Days after comments on the draft Interconnection Facilities Study report are submitted by the Interconnection Customers to the Transmission Provider, Transmission Provider shall tender a draft SGIA, together with draft appendices completed to the extent practicable, to each Interconnection Customer that has indicated that it is willing to pay and provide security for its applicable share of the costs. Each tendered SGIA shall be contingent on execution by each other Interconnection Customer receiving an SGIA. The remaining provisions of Section 11 with respect to the tender, negotiation and execution of SGIAs apply, except that if any one or more SGIAs so tendered is not executed by the applicable Interconnection Customer(s) and returned with evidence that milestones have been achieved pursuant to Section 11.3 by the deadline for execution of the SGIA by the Interconnection Customer, the Transmission Provider shall, within fifteen (15) Calendar Days thereafter, reissue SGIAs to those Interconnection Customers that executed the previous SGIA reapportioning the costs contained in the Interconnection Facilities Study among those remaining Interconnection Customers. Each of those remaining Interconnection Customers shall have fifteen (15) Calendar Days to execute its SGIA and return it with evidence that milestones have been achieved pursuant to Section 11.3. If any one or more of those SGIAs are not executed and returned as provided, then the Transmission Provider shall continue to reissue SGIAs as provided for above until all issued SGIAs are executed and returned as provided, or until the last SGIA tendered was tendered to a single Interconnection Customer.

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4.3 Transferability of Queue Position

An Interconnection Customer may transfer its Queue Position to another entity only if such entity acquires the specific Generating Facility identified in the Interconnection Request and the Point of Interconnection does not change.

4.4 Modifications

Interconnection Customer shall submit to Transmission Provider, in writing, modifications to any information provided in the Interconnection Request. Interconnection Customer shall retain its Queue Position if the modifications are in accordance with Sections 4.4.1, 4.4.2, 4.4.5, or 4.4.6, or are determined not to be Material Modifications pursuant to Section 4.4.3.

Notwithstanding the above, during the course of the Interconnection Studies, either Interconnection Customer or Transmission Provider may identify changes to the planned interconnection that may improve the costs and benefits (including reliability) of the interconnection, and the ability of the proposed change to accommodate the Interconnection Request. To the extent the identified changes are acceptable to Transmission Provider and Interconnection Customer, such acceptance not to be unreasonably withheld, Transmission Provider shall modify the Point of Interconnection and/or configuration in accordance with such changes and proceed with any re-studies necessary to do so in accordance with Section 6.5, Section 7.6 and Section 8.7 as applicable and Interconnection Customer shall retain its Queue Position.

4.4.1 Permitted Modifications Before Combined Study Agreement

Prior to the return of the executed Combined Study Agreement to Transmission Provider, modifications permitted under this Section shall include specifically: (a) a decrease of up to 60 percent of electrical output (MW) of the proposed project, through either (1) a decrease in plant size (MW) or (2) a decrease in

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Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment; (b) modifying the technical parameters associated with the Generating Facility technology or the Generating Facility step-up transformer impedance characteristics; and (c) modifying the interconnection configuration. For plant increases, the incremental increase in plant output will go to the end of the queue for the purposes of cost allocation and study analysis.

4.4.2 Permitted Modification After Interconnection System Impact Study

Permitted modifications before delivery of a notice authorizing the Transmission Provider to proceed with an Interconnection Facilities Study pursuant to Section 8.2 shall include specifically: (a) additional 15 percent decrease of electrical output of the proposed project through either (1) a decrease in plant size (MW) or (2) a decrease in Interconnection Service level (consistent with the process described in Section 3.1) accomplished by applying Transmission Provider-approved injection-limiting equipment; (b) Generating Facility technical parameters associated with modifications to Generating Facility technology and transformer impedances; provided, however, the incremental costs associated with those modifications are the responsibility of the requesting Interconnection Customer; and (c) a Permissible Technological Advancement for the Generating Facility after the submission of the Interconnection Request. Section 4.4.6 specifies a separate technological change procedure including the requisite information and process that will be followed to assess whether the Interconnection Customer's proposed technological advancement under Section 4.4.2(c) constitutes a Material Modification.

4.4.3 Request for Modification Evaluation

Prior to making any modification other than those specifically permitted by Sections 4.4.1, 4.4.2 and 4.4.5, Interconnection Customer may first request that

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Transmission Provider evaluate whether such modification is a Material Modification. In response to Interconnection Customer's request, Transmission Provider shall evaluate the proposed modifications prior to making them and inform Interconnection Customer in writing of whether the modifications would constitute a Material Modification. Any change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a Material Modification. Interconnection Customer may then withdraw the proposed modification or proceed with a new Interconnection Request for such modification.

4.4.4 Additional Studies for Modification Evaluation

Upon receipt of Interconnection Customer's request for modification permitted under this Section 4.4, Transmission Provider shall commence and perform any necessary additional studies as soon as practicable, but in no event shall Transmission Provider commence such studies later than thirty (30) Calendar Days after receiving notice of Interconnection Customer's request. Any additional studies resulting from such modification shall be done at Interconnection Customer's cost. Notwithstanding anything else in these SGIP, all time periods and deadlines provided for in these SGIP and falling after the date of receipt of such notice of request by Transmission Provider shall be extended by a period equal to the time period between receipt of such notice or request and the date on which all additional studies are completed.

4.4.5 Extensions of Commercial Operation Date

Extensions of less than three (3) cumulative years in the Commercial Operation Date of the Generating Facility to which the Interconnection Request relates are not material and should be handled through construction sequencing; provided, however, that extensions may necessitate a determination of whether the

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Generating Facility will retain its accepted rating status and whether additional studies are required pursuant to the Applicable Reliability Standards.

4.4.6 Technological Change Procedure

At any time after the submission of an Interconnection Request, but before the Interconnection Customer provides its confirmation to proceed with the Interconnection Facilities Study in accordance with Section 8.2, an Interconnection Customer may submit a written request to the Transmission Provider to evaluate a change to the technology of the Generating Facility to determine if the change is a Permissible Technological Advancement.

Interconnection Customer must provide a deposit of \$10,000 and all information necessary to allow Transmission Provider to perform its analysis, including, but not limited to: a description of the technological advancement being considered, a completed Generator Interconnection Data Form, and updated models in a format specified by the Transmission Provider.

- (a) After the Interconnection Request has been accepted and deemed complete, the Transmission Provider will perform an initial analysis to determine whether the proposed technological advancement is a Permissible Technological Advancement without the need for additional study.
- (b) If the Transmission Provider determines on the basis of its initial analysis that Interconnection Customer has demonstrated that the proposed technological advancement is a Permissible Technological Advancement without the need for additional study, the Transmission Provider will incorporate the technological advancement into the Interconnection Request.
- (c) If the Transmission Provider determines that further study is required, such study will be performed at the sole expense of the Interconnection Customer and the Transmission Provider will use Reasonable Efforts to complete this study within thirty (30) Calendar Days.

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(d) If the Transmission Provider determines on the basis of its study that the proposed technological advancement is not a Permissible Technological Advancement, then the request will be treated as a Material Modification of the Interconnection Request under Section 4.4.3. However, If the Transmission Provider determines that Interconnection Customer has demonstrated that the proposed technological advancement is a Permissible Technological Advancement, the Transmission Provider will incorporate the technological advancement into the Interconnection Request.

Any proposed technological modification submitted after an executed Combined Study Agreement is received by the Transmission Provider shall be considered a Permissible Technological Advancement only if it is not deemed to be a Material Modification pursuant to Section 4.4.3.

5.0 Procedures for Interconnection Requests Submitted Prior to Effective Date of Standard Generator Interconnection Procedures

5.1 Queue Position for Pending Requests

5.1.1 If an Interconnection Customer has not executed an interconnection system impact study agreement with Transmission Provider as of the effective date of this SGIP, then all interconnection studies shall be processed in accordance with this SGIP.

5.1.2 If an Interconnection Customer has executed an interconnection system impact study agreement with Transmission Provider prior to the effective date of this SGIP, such interconnection study shall be completed in accordance with the terms of such agreement. With respect to any remaining studies for which an Interconnection Customer has not signed a study agreement prior to the effective date of the SGIP, Transmission Provider must offer Interconnection Customer the option of either continuing under Transmission Provider's existing interconnection study process or going forward with the completion of the necessary Interconnection Studies (for

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which it does not have a signed Interconnection Studies Agreement) in accordance with this SGIP.

- 5.1.3** If an interconnection agreement has been executed before the effective date of the SGIP, then the interconnection agreement would be grandfathered.

5.2 Transition Period

Transmission Provider and Interconnection Customers with an outstanding request (i.e., an interconnection request for which an interconnection agreement has not been executed as of the effective date of this SGIP) for which an Interconnection Study must be completed pursuant to these SGIP shall transition such request to this SGIP within a reasonable period of time not to exceed sixty (60) Calendar Days. Any Interconnection Customer with an outstanding request as of the effective date of this SGIP may request a reasonable extension of any deadline, otherwise applicable, if necessary, to avoid undue hardship or prejudice to its Interconnection Request. A reasonable extension shall be granted by Transmission Provider to the extent consistent with the intent and process provided for under this SGIP.

5.3 New Transmission Provider

If Transmission Provider transfers control of its Transmission System to a successor Transmission Provider during the period when an Interconnection Request is pending, the original Transmission Provider shall transfer to the successor Transmission Provider any amount of the deposit or payment with Interest thereon that exceeds the cost that it incurred to evaluate the request for interconnection. Any difference between such net amount and the deposit or payment required by this SGIP shall be paid by or refunded to the Interconnection Customer, as appropriate.

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The original Transmission Provider shall coordinate with the successor Transmission Provider to complete any Interconnection Study, as appropriate, that the original Transmission Provider has begun but has not completed. If Transmission Provider has tendered a draft SGIA to Interconnection Customer but Interconnection Customer has not either executed the SGIA or requested the filing of an unexecuted SGIA with the Commission, unless otherwise provided, Interconnection Customer must complete negotiations with the successor Transmission Provider.

6.0 Interconnection Feasibility Study

6.1 Interconnection Feasibility Study Agreement

Subject to Attachment M-2, simultaneously with the acknowledgement of a valid Interconnection Request Transmission Provider shall provide to Interconnection Customer an Interconnection Feasibility Study Agreement in the form of Appendix 2. The Interconnection Feasibility Study Agreement shall specify that Interconnection Customer is responsible for the actual cost of the Interconnection Feasibility Study. Within five (5) Business Days following the Scoping Meeting Interconnection Customer shall specify for inclusion in the attachment to the Interconnection Feasibility Study Agreement the Point(s) of Interconnection and any reasonable alternative Point(s) of Interconnection. Within five (5) Business Days following Transmission Provider's receipt of such designation, Transmission Provider shall tender to Interconnection Customer the Interconnection Feasibility Study Agreement, which includes a good faith estimate of the cost for completing the Interconnection Feasibility Study. Interconnection Customer shall execute and deliver to Transmission Provider the Interconnection Feasibility Study Agreement along with a \$15,000 deposit no later than thirty (30) Calendar Days after its receipt.

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Subject to Attachment M-2, if the Interconnection Feasibility Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting, a substitute Point of Interconnection identified by either Interconnection Customer or Transmission Provider, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and re-studies shall be completed pursuant to Section 6.5 as applicable.

Subject to Attachment M-2, for the purpose of this Section 6.1, if Transmission Provider and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.4.4, shall be the substitute.

If Interconnection Customer and Transmission Provider agree to forgo the Interconnection Feasibility Study, Transmission Provider will initiate an Interconnection System Impact Study under Section 7 of this SGIP and apply the \$15,000 deposit towards the Interconnection System Impact Study.

6.2 Scope of Interconnection Feasibility Study

The Interconnection Feasibility Study shall preliminarily evaluate the feasibility of the proposed interconnection to the Transmission System.

Subject to Attachment M-2, the Interconnection Feasibility Study will consider the Base Case as well as all generating facilities (and with respect to (iii), any identified Network Upgrades) that, on the date the Interconnection Feasibility Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue

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Position but have executed an interconnection agreement or an unexecuted interconnection agreement has been filed with the Commission. The Interconnection Feasibility Study will consist of a power flow and short circuit analysis. The Interconnection Feasibility Study will provide a list of facilities and a non-binding good faith estimate of cost responsibility and a non-binding good faith estimated time to construct.

6.3 Interconnection Feasibility Study Procedures

Transmission Provider shall utilize existing studies to the extent practicable when it performs the study. Subject to Attachment M-2, Transmission Provider shall use Reasonable Efforts to complete the Interconnection Feasibility Study no later than sixty (60) Calendar Days after Transmission Provider receives the fully executed Interconnection Feasibility Study Agreement and the Interconnection Request is deemed complete. At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection Feasibility Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection Feasibility Study. If Transmission Provider is unable to complete the Interconnection Feasibility Study within that time period, it shall notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation, workpapers and relevant power flow, short circuit and stability databases for the Interconnection Feasibility Study, subject to confidentiality arrangements consistent with Section 13.1.

Transmission Provider shall study the Interconnection Request at the level of service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns.

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6.4 Meeting with Transmission Provider

At Interconnection Customer's request, within ten (10) Business Days of providing an Interconnection Feasibility Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection Feasibility Study.

6.5 Re-Study

If re-study of the Interconnection Feasibility Study is required due to a higher queued project dropping out of the queue, or a modification of a higher queued project subject to Section 4.4, or re-designation of the Point of Interconnection pursuant to Section 6.1 Transmission Provider shall notify Interconnection Customer in writing. Transmission Provider shall use Reasonable Efforts to complete such re-study no later than sixty (60) Calendar Days from the date of the notice. Any cost of re-study shall be borne by the Interconnection Customer being re-studied.

7.0 Interconnection System Impact Study

7.1 Combined Study Agreement

Subject to Attachment M-2, unless otherwise agreed, pursuant to the Scoping Meeting provided in Section 3.4.4, simultaneously with the delivery of the Interconnection Feasibility Study to Interconnection Customer, Transmission Provider shall tender to Interconnection Customer a Combined Study Agreement. Within five (5) Business Days following the deadline established pursuant to these SGIP for the meeting, contemplated by Section 6.4, Transmission Provider shall provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection System Impact Study.

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7.2 Execution of Combined Study Agreement

Interconnection Customer shall execute and deliver the Combined Study Agreement to Transmission Provider no later than thirty (30) Calendar Days after its receipt along with demonstration of Site Control, and a \$75,000 deposit.

If Interconnection Customer does not provide all technical data required by the Combined Study Agreement when it delivers the executed Combined Study Agreement to Transmission Provider, Transmission Provider shall notify Interconnection Customer of the deficiency within five (5) Business Days of the receipt of the executed Combined Study Agreement and Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of the notice, provided, however, such deficiency does not include failure to deliver the executed Combined Study Agreement or deposit. If the Interconnection System Impact Study uncovers any unexpected result(s) not contemplated during the Scoping Meeting and the Interconnection Feasibility Study, a substitute Point of Interconnection identified by either Interconnection Customer or Transmission Provider, and acceptable to the other, such acceptance not to be unreasonably withheld, will be substituted for the designated Point of Interconnection specified above without loss of Queue Position, and restudies shall be completed pursuant to Section 7.6 as applicable. For the purpose of this Section 7.2, if Transmission Provider and Interconnection Customer cannot agree on the substituted Point of Interconnection, then Interconnection Customer may direct that one of the alternatives as specified in the Interconnection Feasibility Study Agreement, as specified pursuant to Section 3.4.4, shall be the substitute.

7.3 Scope of Interconnection System Impact Study

The Interconnection System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the Transmission System. The Interconnection System Impact Study will consider the Base Case as well as all

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generating facilities (and with respect to (iii) below, any identified Network Upgrades associated with such higher queued interconnection) that, on the date the Interconnection System Impact Study is commenced: (i) are directly interconnected to the Transmission System; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending higher queued Interconnection Request to interconnect to the Transmission System; and (iv) have no Queue Position but for which there is an executed interconnection agreement or an unexecuted interconnection agreement has been filed with the Commission. In the case of Clustering, the Interconnection System Impact Study will also consider all other Interconnection Requests to be studied concurrently pursuant to Section 4.2.

The Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, and a power flow analysis. The Interconnection System Impact Study will state the assumptions upon which it is based; state the results of the analyses; and provide the requirements or potential impediments to providing the requested Interconnection Service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. For purposes of determining necessary Interconnection Facilities and Network Upgrades, the Interconnection System Impact Study shall consider the level of Interconnection Service requested by the Interconnection Customer, unless otherwise required to study the full Generating Facility Capacity due to safety or reliability concerns. The Interconnection System Impact Study will provide a list of facilities that are required as a result of the Interconnection Request and a non-binding good faith estimate of cost responsibility (including any amounts that Interconnection Customer may have to pay, or security the Interconnection Customer may have to provide, pursuant to Article 11 of the SGIA) and a non-binding good faith estimated time to construct.

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7.4 Interconnection System Impact Study Procedures

Transmission Provider shall coordinate the Interconnection System Impact Study with any Affected System that is affected by the Interconnection Request pursuant to Section 3.6 above. Transmission Provider shall utilize existing studies to the extent practicable when it performs the study.

Transmission Provider shall use Reasonable Efforts to complete the Interconnection System Impact Study within one hundred and fifty (150) Calendar Days after the receipt of the Combined Study Agreement or notification to proceed, study payment, and technical data. If Transmission Provider uses Clustering, Transmission Provider shall use Reasonable Efforts to deliver a completed Interconnection System Impact Study within one hundred and fifty (150) Calendar Days after the close of the Queue Cluster Window.

At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection System Impact Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection System Impact Study. If Transmission Provider is unable to complete the Interconnection System Impact Study within the time period, it shall notify Interconnection Customer and provide an estimated completion date with an explanation of the reasons why additional time is required. Upon request, Transmission Provider shall provide Interconnection Customer all supporting documentation, workpapers and relevant pre-Interconnection Request and post-Interconnection Request power flow, short circuit and stability databases for the Interconnection System Impact Study, subject to confidentiality arrangements consistent with Section 13.1.

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7.5 Meeting with Transmission Provider

At Interconnection Customer's request, within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection System Impact Study.

7.6 Re-Study

If re-study of the Interconnection System Impact Study is required due to a higher queued project dropping out of the queue, a modification of a higher queued project subject to 4.4, or re-designation of the Point of Interconnection pursuant to Section 7.2 Transmission Provider shall notify Interconnection Customer in writing. Such re-study shall take no longer than sixty (60) Calendar Days from the date of notice. Any cost of re-study shall be borne by the Interconnection Customer being re-studied.

8.0 Interconnection Facilities Study

8.1 Interconnection Facilities Study

Within five (5) Business Days following the deadline established pursuant to these SGIP for the meeting contemplated by Section 7.5, Transmission Provider shall provide to Interconnection Customer a non-binding good faith estimate of the cost and timeframe for completing the Interconnection Facilities Study.

8.2 Authority to Proceed

Interconnection Customer shall notify Transmission Provider in writing of whether it wishes Transmission Provider to proceed with the Interconnection Facilities Study no later than ten (10) Calendar Days of receipt from Transmission Provider of the cost estimate contemplated by Section 8.1. If Interconnection Customer

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wishes Transmission Provider to proceed with the Interconnection Facilities Study, it shall provide Transmission Provider with an initial \$150,000 deposit and all additional technical data requested by Transmission Provider together with such notice.

If Interconnection Customer does not provide all requested additional technical data when it delivers such notice, Transmission Provider shall notify Interconnection Customer in writing of the deficiency within five (5) Business Days of receipt of Interconnection Customer's notice to proceed. Interconnection Customer shall cure the deficiency within ten (10) Business Days of receipt of Transmission Provider's notice.

Transmission Provider may request additional deposits and/or security based upon its assessment of the estimated final cost of the study.

8.3 Scope of Interconnection Facilities Study

The Interconnection Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the Transmission System. The Interconnection Facilities Study shall also identify the electrical switching configuration of the connection equipment, including, without limitation: the transformer, switchgear, meters, and other station equipment; the nature and estimated cost of any Transmission Provider's Interconnection Facilities and Network Upgrades necessary to accomplish the interconnection; and an estimate of the time required to complete the construction and installation of such facilities. The Facilities Study will also identify any potential control equipment for requests for Interconnection Service that are lower than the Generating Facility Capacity.

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8.4 Interconnection Facilities Study Procedures

Transmission Provider shall coordinate the Interconnection Facilities Study with any Affected System pursuant to Section 3.6 above. Transmission Provider shall utilize existing studies to the extent practicable in performing the Interconnection Facilities Study. Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the following number of days after receipt of notice from the Interconnection Customer to proceed pursuant to Section 8.2: two hundred seventy (270) Calendar Days with a +15/-10% percent cost estimate.

At the request of Interconnection Customer or at any time Transmission Provider determines that it will not meet the required time frame for completing the Interconnection Facilities Study, Transmission Provider shall notify Interconnection Customer as to the schedule status of the Interconnection Facilities Study. If Transmission Provider is unable to complete the Interconnection Facilities Study and issue a draft Interconnection Facilities Study report within the time required, it shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required.

8.5 Meeting with Transmission Provider

At Interconnection Customer's request, within ten (10) Business Days of providing the draft Interconnection Facilities Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection Facilities Study.

8.6 Comments

Interconnection Customer may, within thirty (30) Calendar Days after receipt of the draft Interconnection Facilities Study report, provide written comments to

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Transmission Provider, which Transmission Provider shall include in the final report. Transmission Provider shall issue the final Interconnection Facilities Study report within fifteen (15) Business Days of receiving Interconnection Customer's comments or promptly upon receiving Interconnection Customer's statement that it will not provide comments. Transmission Provider may reasonably extend such fifteen-day period upon notice to Interconnection Customer if Interconnection Customer's comments require Transmission Provider to perform additional analyses or make other significant modifications prior to the issuance of the final Interconnection Facilities Study report. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation, workpapers, and databases or data developed in the preparation of the Interconnection Facilities Study report, subject to confidentiality arrangements consistent with Section 13.1.

8.7 Re-Study

If re-study of the Interconnection Facilities Study is required due to a higher queued project dropping out of the queue or a modification of a higher queued project pursuant to Section 4.4, Transmission Provider shall so notify Interconnection Customer in writing. Such re-study shall take no longer than sixty (60) Calendar Days from the date of notice. Any cost of re-study shall be borne by the Interconnection Customer being re-studied.

9.0 Engineering and Procurement (E&P) Agreement

Prior to executing an SGIA, an Interconnection Customer may, in order to advance the implementation of its interconnection, request and Transmission Provider shall offer Interconnection Customer, an E&P Agreement that authorizes Transmission Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection. However, Transmission Provider shall not be obligated to offer an E&P Agreement if Interconnection Customer is in Dispute Resolution as a result of an allegation that

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Interconnection Customer has failed to meet any milestones or comply with any prerequisites specified in other parts of the SGIP. The E&P Agreement is an optional procedure and it will not alter the Interconnection Customer's Queue Position or In-Service Date.

The E&P Agreement shall provide for Interconnection Customer to pay the cost of all activities authorized by Interconnection Customer and to make advance payments or provide other satisfactory security for such costs. Interconnection Customer shall pay the cost of such authorized activities and any cancellation costs for equipment that is already ordered for its interconnection, which cannot be mitigated as hereafter described, whether or not such items or equipment later become unnecessary. If Interconnection Customer withdraws its Interconnection Request or either Party terminates the E&P Agreement, to the extent the equipment ordered can be cancelled under reasonable terms, Interconnection Customer shall be obligated to pay the associated cancellation costs. To the extent that the equipment cannot be reasonably cancelled, Transmission Provider may elect: (i) to take title to the equipment, in which event Transmission Provider shall refund Interconnection Customer any amounts paid by Interconnection Customer for such equipment and shall pay the cost of delivery of such equipment, or (ii) to transfer title to and deliver such equipment to Interconnection Customer, in which event Interconnection Customer shall pay any unpaid balance and cost of delivery of such equipment.

10.0 Optional Interconnection Study

10.1 Optional Interconnection Study Agreement

On or after the date when Interconnection Customer receives an Interconnection System Impact Study report, or at any time for Interconnection Customers subject to Clustering, Interconnection Customer may request, and Transmission Provider shall perform a reasonable number of Optional Interconnection Studies. The

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request shall describe the assumptions that Interconnection Customer wishes Transmission Provider to study within the scope described in Section 10.2. Within five (5) Business Days after receipt of a request for an Optional Interconnection Study, Transmission Provider shall provide to Interconnection Customer an Optional Interconnection Study Agreement in the form of Appendix 4.

The Optional Interconnection Study Agreement shall specify: (i) the technical data that Interconnection Customer must provide for each phase of the Optional Interconnection Study, (ii) Interconnection Customer's assumptions as to which Interconnection Requests with earlier queue priority dates will be excluded from the Optional Interconnection Study case and assumptions as to the type of Interconnection Service for Interconnection Requests remaining in the Optional Interconnection Study case, and (iii) Transmission Provider's estimate of the cost of the Optional Interconnection Study. To the extent known by Transmission Provider, such estimate shall include any costs expected to be incurred by any Affected System whose participation is necessary to complete the Optional Interconnection Study. Notwithstanding the above, Transmission Provider shall not be required as a result of an Optional Interconnection Study request to conduct any additional Interconnection Studies with respect to any other Interconnection Request.

Interconnection Customer shall execute the Optional Interconnection Study Agreement within ten (10) Business Days of receipt and deliver the Optional Interconnection Study Agreement, the technical data and a \$30,000 deposit to Transmission Provider.

10.2 Scope of Optional Interconnection Study

The Optional Interconnection Study will consist of a sensitivity analysis based on the assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement. The Optional Interconnection Study will also

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identify Transmission Provider's Interconnection Facilities and the Network Upgrades, and the estimated cost thereof, that may be required to provide transmission service or Interconnection Service based upon the results of the Optional Interconnection Study. The Optional Interconnection Study shall be performed solely for informational purposes. Transmission Provider shall use Reasonable Efforts to coordinate the study with any Affected Systems that may be affected by the types of Interconnection Services that are being studied. Transmission Provider shall utilize existing studies to the extent practicable in conducting the Optional Interconnection Study.

10.3 Optional Interconnection Study Procedures

The executed Optional Interconnection Study Agreement, the deposit, and technical and other data called for therein must be provided to Transmission Provider within ten (10) Business Days of Interconnection Customer receipt of the Optional Interconnection Study Agreement. Transmission Provider shall use Reasonable Efforts to complete the Optional Interconnection Study within a mutually agreed upon time period specified within the Optional Interconnection Study Agreement. If Transmission Provider is unable to complete the Optional Interconnection Study within such time period, it shall notify Interconnection Customer and provide an estimated completion date and an explanation of the reasons why additional time is required. Any difference between the study payment and the actual cost of the study shall be paid to Transmission Provider or refunded to Interconnection Customer, as appropriate. Upon request, Transmission Provider shall provide Interconnection Customer supporting documentation and workpapers and databases or data developed in the preparation of the Optional Interconnection Study, subject to confidentiality arrangements consistent with Section 13.1.

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11.0 Standard Generator Interconnection Agreement (SGIA)

11.1 Tender

Interconnection Customer shall tender comments on the draft Interconnection Facilities Study report within thirty (30) Calendar Days of receipt of the report. Within thirty (30) Calendar Days after the comments are submitted, Transmission Provider shall tender a SGIA, together with draft appendices. Interconnection Customer shall return the completed draft appendices within thirty (30) Calendar Days.

11.2 Negotiation

Notwithstanding Section 11.1, at the request of Interconnection Customer Transmission Provider shall begin negotiations with Interconnection Customer concerning appendices A through D to the SGIA at any time after Transmission Provider delivers the draft Interconnection Facilities Study report to Interconnection Customer pursuant to Section 8.4. Following such request, or where no such request is made, following receipt by Transmission Provider of the completed draft appendices to the SGIA from Interconnection Customer pursuant to Section 11.1, Transmission Provider and Interconnection Customer shall negotiate concerning any disputed provisions of appendices A through D to the SGIA for not more than sixty (60) Calendar Days after Transmission Provider's tender of the SGIA and draft appendices pursuant to Section 11.1. If Interconnection Customer determines that negotiations are at an impasse, it may request termination of the negotiations at any time after Transmission Provider's tender of the SGIA and draft appendices pursuant to Section 11.1. Transmission Provider shall provide to Interconnection Customer a final SGIA within fifteen (15) Business Days after the completion of the negotiation process. Unless otherwise agreed by the Parties, if Interconnection Customer has not executed a final SGIA, requested filing of an unexecuted SGIA with the Commission, or initiated Dispute

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Resolution procedures pursuant to Section 13.5, within thirty (30) Calendar Days of Transmission Provider's tender of a final SGIA, it shall be deemed to have withdrawn its Interconnection Request.

11.3 Execution and Filing

If Interconnection Customer executes a final SGIA, it shall execute two originals of the tendered final SGIA and return them to Transmission Provider. At the same time, Interconnection Customer also shall provide reasonable evidence that one or more of the following milestones in the development of the Generating Facility, at Interconnection Customer election, has been achieved: (i) the execution of a contract for the supply or transportation of fuel to the Generating Facility; (ii) the execution of a contract for the supply of cooling water to the Generating Facility; (iii) execution of a contract for the engineering for, procurement of major equipment for, or construction of, the Generating Facility; (iv) execution of a contract for the sale of electric energy or capacity from the Generating Facility; or (v) application for an air, water, or land use permit.

If Interconnection Customer requests in writing that Transmission Provider file with the Commission an SGIA in unexecuted form, Transmission Provider shall, as soon as practicable, but not later than ten (10) Business Days after receiving a request to file an unexecuted SGIA with the Commission, file an SGIA with Commission, together with its explanation of any matters as to which Interconnection Customer and Transmission Provider disagree and support for the costs that Transmission Provider proposes to charge to, or security that Transmission Provider proposes to require from, Interconnection Customer under the SGIA. An unexecuted SGIA should contain terms and conditions deemed appropriate by Transmission Provider for the Interconnection Request. If the Parties agree to proceed with design, procurement, and construction of facilities

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and upgrades under the agreed-upon terms of the unexecuted SGIA, they may proceed subject to the Commission ordering otherwise.

11.4 Commencement of Interconnection Activities

If Interconnection Customer executes the final SGIA, Transmission Provider and Interconnection Customer shall perform their respective obligations in accordance with the terms of the SGIA, subject to modification by the Commission. Upon submission of an unexecuted SGIA, Interconnection Customer and Transmission Provider shall promptly comply with the unexecuted SGIA, subject to modification by the Commission.

12.0 Construction of Transmission Provider's Interconnection Facilities and Network Upgrades

12.1 Schedule

Transmission Provider and Interconnection Customer shall negotiate in good faith concerning a schedule for the construction of Transmission Provider's Interconnection Facilities and the Network Upgrades.

12.2 Construction Sequencing

12.2.1 General

In general, the In-Service Date of an Interconnection Customer seeking interconnection to the Transmission System will determine the sequence of construction of Network Upgrades.

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12.2.2 Advance Construction of Network Upgrades that are an Obligation of an Entity Other Than Interconnection Customer

An Interconnection Customer with an SGIA, in order to maintain its In-Service Date, may request that Transmission Provider advance to the extent necessary the completion of Network Upgrades that: (i) were assumed in the Interconnection Studies for such Interconnection Customer, (ii) are necessary to support such In-Service Date, and (iii) would otherwise not be completed, pursuant to a contractual obligation of an entity other than Interconnection Customer that is seeking interconnection to the Transmission System, in time to support such In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer provides Transmission Provider security as contemplated by Attachment O of the Tariff for: (i) any associated expediting costs and (ii) the cost of such Network Upgrades.

Transmission Provider will reduce the outstanding amount of the security provided by the Interconnection Customer for both the expediting costs and the cost of such Network Upgrades, in accordance with Attachment O of the Tariff. The entity that would have had a contractual obligation to provide security for such Network Upgrades had they not been expedited shall be obligated to provide security for the outstanding balance of the security provided by the Interconnection Customer for such Network Upgrades on the date that it would have been due had there been no request for advance construction. Upon receipt of security from that entity, Transmission Provider shall release the security provided by the Interconnection Customer for such Network Upgrades.

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12.2.3 Advancing Construction of Network Upgrades that are Part of an Expansion Plan of Transmission Provider

An Interconnection Customer with an SGIA, in order to maintain its In-Service Date, may request that Transmission Provider advance to the extent necessary the completion of Network Upgrades that: (i) are necessary to support such In-Service Date and (ii) would otherwise not be completed, pursuant to an expansion plan of Transmission Provider, in time to support such In-Service Date. Upon such request, Transmission Provider will use Reasonable Efforts to advance the construction of such Network Upgrades to accommodate such request; provided that Interconnection Customer provides Transmission Provider security as contemplated by Attachment O of the Tariff for any associated expediting costs. Interconnection Customer may consolidate security for the expediting costs with other security in accordance with Attachment O.

12.2.4 Amended Interconnection System Impact Study

An Interconnection System Impact Study will be amended to determine the facilities necessary to support the requested In-Service Date. This amended study will include those transmission and Generating Facilities that are expected to be in service on or before the requested In-Service Date.

13.0 Miscellaneous

13.1 Confidentiality

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of an SGIA.

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Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

Notwithstanding the foregoing, if Transmission Provider performs study work using WECC data (power flow, stability, and disturbance monitoring data) for an Interconnection Customer that is not a member of WECC, Interconnection Customer may only look at the data at Transmission Provider's office, but shall not be permitted to have the data or a copy of the data, and only once Interconnection Customer has signed the WECC Non-member Confidentiality Agreement in accordance with WECC policies.

Notwithstanding the foregoing, the release of Confidential Information shall be subject to Applicable Laws and Regulations and Applicable Reliability Standards.

13.1.1 Scope

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third-party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the other Party to keep such information confidential; (4) was independently

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developed by the receiving Party without reference to Confidential Information of the other Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of the SGIA; or (6) is required, in accordance with Section 13.1.6, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by Applicable Laws and Regulations, or is necessary in any legal proceeding establishing rights and obligations under the SGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

13.1.2 Release of Confidential Information

Neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), employees, contractors, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with these procedures, unless such person has first been advised of the confidentiality provisions of this Section 13.1 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Section 13.1.

13.1.3 Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

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13.1.4 No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

13.1.5 Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to the other Party under these procedures or its regulatory requirements.

13.1.6 Order of Disclosure

If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of the SGIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

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13.1.7 Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's breach of its obligations under this Section 13.1. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party breaches or threatens to breach its obligations under this Section 13.1, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the breach of this Section 13.1, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Section 13.1.

13.1.8 Disclosure to the Commission

Notwithstanding anything in this Section 13.1 to the contrary, if the Commission, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to the SGIP, the Party shall provide the requested information to the Commission within the time provided for in the request for information. In providing the information to the Commission, the Party must request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure.

13.1.9 Subject to the exception in Section 13.1.8, any information that a Party claims is competitively sensitive, commercial or financial information (Confidential Information) shall not be disclosed by the other Party to any person not employed

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or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this SGIP or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to a subregional, regional or national reliability organization or planning group. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third-party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

- 13.1.10** This Section 13.1 shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).
- 13.1.11** Transmission Provider shall, at Interconnection Customer's election, destroy, in a confidential manner, or return Confidential Information provided, at the time Confidential Information is no longer needed.

13.2 Delegation of Responsibility

Transmission Provider may use the services of contractors as it deems appropriate to perform its obligations under this SGIP.

Transmission Provider shall remain primarily liable to Interconnection Customer for the performance of such contractors and compliance with its obligations of this

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SGIP. The subcontractor shall keep all information provided confidential and shall use such information solely for the performance of such obligation for which it was provided and no other purpose.

13.3 Obligation for Study Costs

Transmission Provider shall charge, and Interconnection Customer shall pay, the actual costs of the Interconnection Studies. Any difference between the study deposit and the actual cost of the applicable Interconnection Study shall be paid by or refunded, except as otherwise provided herein, to Interconnection Customer or offset against the cost of any future Interconnection Studies associated with the applicable Interconnection Request prior to beginning of any such future Interconnection Studies. Any invoices for Interconnection Studies shall include a detailed and itemized accounting of the cost of each Interconnection Study. Interconnection Customer shall pay any such undisputed costs within thirty (30) Calendar Days of receipt of an invoice therefor. Transmission Provider shall not be obligated to perform or continue to perform any studies unless Interconnection Customer has paid all undisputed amounts in compliance herewith.

13.4 Third Parties Conducting Studies

If (i) at the time of the signing of an Interconnection Study agreement there is disagreement as to the estimated time to complete an Interconnection Study, (ii) Interconnection Customer receives notice pursuant to Sections 6.3, 7.4 or 8.4 that Transmission Provider will not complete an Interconnection Study within the applicable timeframe for such Interconnection Study, or (iii) Interconnection Customer receives neither the Interconnection Study nor a notice under Sections 6.3, 7.4 or 8.4 within the applicable timeframe for such Interconnection Study, then Interconnection Customer may require Transmission Provider to utilize a third-party consultant reasonably acceptable to Interconnection Customer and Transmission Provider to perform such Interconnection Study under the

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direction of Transmission Provider. At other times, Transmission Provider may also utilize a third-party consultant to perform such Interconnection Study, either in response to a general request of Interconnection Customer, or on its own volition.

In all cases, use of a third-party consultant shall be in accord with Article 26 of the SGIA (Subcontractors) and limited to situations where Transmission Provider determines that doing so will help maintain or accelerate the study process for Interconnection Customer's pending Interconnection Request and not interfere with Transmission Provider's progress on Interconnection Studies for other pending Interconnection Requests. In cases where Interconnection Customer requests use of a third-party consultant to perform such Interconnection Study, Interconnection Customer and Transmission Provider shall negotiate all of the pertinent terms and conditions, including selection through a request for proposal process where appropriate, reimbursement arrangements and the estimated study completion date and study review deadline. Transmission Provider shall convey all workpapers, data bases, study results and all other supporting documentation prepared to date with respect to the Interconnection Request as soon as practicable upon Interconnection Customer's request subject to the confidentiality provision in Section 13.1. In any case, such third-party contract may be entered into with either Interconnection Customer or Transmission Provider at Transmission Provider's discretion. In the case of (iii) Interconnection Customer maintains its right to submit a claim to Dispute Resolution to recover the costs of such third-party study. Such third-party consultant shall be required to comply with this SGIP, Article 26 of the SGIA (Subcontractors), and the relevant provisions of the Tariff as would apply if Transmission Provider were to conduct the Interconnection Study and shall use the information provided to it solely for purposes of performing such services and for no other purposes. Transmission Provider shall cooperate with such third-party consultant and Interconnection

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Customer to complete and issue the Interconnection Study in the shortest reasonable time.

13.5 Disputes

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with the other Party's failure to comply with these SGIP, such dispute or claim shall be resolved in accordance with Dispute Resolution. Notwithstanding anything else herein, no Party shall be liable to the other for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with these SGIP.

13.6 Notice

Unless otherwise provided in these SGIP, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective only if given in writing, and may be so given by recognized national courier, or by depositing the same with the Canadian Postal Service with postage prepaid for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address for that Party's representative as set out in the Interconnection Request. Any notice, demand or request required or permitted to be given by either Party to the other and not required by these SGIP to be given in writing may be so given by telephone, facsimile or email to the numbers or addresses for the Party's representative as set out in the Interconnection Request.

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APPENDIX 1 to SGIP

Interconnection Request for a Generating Facility

1. The undersigned Interconnection Customer submits this request to interconnect its Generating Facility with Transmission Provider's Transmission System pursuant to the Tariff. Capitalized terms used but not defined herein shall have the meanings given to them in the SGIP.

2. This Interconnection Request is for (check one):
 A proposed new Generating Facility.
 An increase in the generating capacity or a Material Modification of an existing Generating Facility.

3. The type of interconnection service requested (check one):
 Energy Resource Interconnection Service
 Network Resource Interconnection Service

4. Check here only if Interconnection Customer requesting Network Resource Interconnection Service also seeks to have its Generating Facility studied for Energy Resource Interconnection Service.

5. Interconnection Customer provides the following information:
 - (a) Address or location of the proposed new Generating Facility site (to the extent known) or, in the case of an existing Generating Facility, the name and specific location of the existing Generating Facility;

 - (b) Maximum summer at _____ degrees C and winter at _____ degrees C megawatt electrical output of the proposed new Generating Facility or the amount of megawatt increase in the generating capacity of an existing Generating Facility;

 - (c) General description of the equipment configuration;

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- (d) Commercial Operation Date (Day, Month, and Year);
 - (e) Name, address, telephone number, fax number and e-mail address of Interconnection Customer's contact person;
 - (f) Approximate location of the proposed Point of Interconnection (optional); and
 - (g) Interconnection Customer Data (set forth in Attachment A)
 - (h) Primary frequency response operating range for electric storage resources.
 - (i) Requested capacity (in MW) of Interconnection Service (if lower than the Generating Facility Capacity).
6. Applicable deposit amount as specified in the SGIP.
7. Evidence of Site Control as specified in the SGIP (check one)
- _____ Is attached to this Interconnection Request
- _____ Will be provided at a later date in accordance with the SGIP
8. This Interconnection Request shall be submitted to the representative indicated below:
- BC Hydro
- Attention: <*>
- Telephone: <*>
- Facsimile: <*>
- Email: <*>
9. Representative of Interconnection Customer to contact:
- [To be completed by Interconnection Customer]
- Telephone: <*>
- Facsimile: <*>
- Email: <*>
10. This Interconnection Request is submitted by:

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**Attachment A
To Appendix 1
Interconnection Request**

DATA REQUIREMENTS FOR GENERATOR INTERCONNECTION

Interconnection Customers must submit the applicable data submission form provided in the Transmission Provider's Business Practices identified to be submitted as Attachment A to Appendix 1 Interconnection Request. The data that the Transmission Provider may require in the data submission forms in order to assess the Interconnection Request is set out below. The definition and explanation of the data may be found in the Generator Interconnection Equipment Statement(s) and Technical Interconnection Requirements of the Transmission Provider's Business Practices.

1. Site Location and Point of Interconnection

All Interconnection Customers will be required to submit a site location map, which shall include all generating sites of a project, the point of interconnection (POI), and the transmission line(s) to connect the project into the system at POI. The locations of generating sites, new substations, or new taps on existing lines must also be shown on the map and located by latitude and longitude. On the site location map, the Interconnection Customer shall:

- (a) Identify the substation(s), if connecting to an existing BC Hydro substation(s), or
- (b) Identify the line by name (such as 2L1) as well as the location of the proposed interconnection, if connecting to an existing BC Hydro transmission line.

The Interconnection Customer will also be required to provide a site layout plan.

2. Electrical Data

The required electrical data must be submitted by a registered professional engineer in the APEGBC.

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2.1 One-Line Diagram

All Interconnection Customers will be required to provide a one-line diagram that includes major station equipment (such as generators, transformers, station load, breakers, disconnects, capacitors, reactors, surge arrestors, current transformers, voltage transformers, capacitive voltage transformers), equipment ratings, transformer configuration, generator configuration and grounding, and bus arrangement.

The Interconnection Customer will also be required to provide a protection one-line diagram showing metering and relaying.

2.2 Generator Data

If one or more generators are included, the following data for each different type of generator and generator step up transformer may be required to be provided by the Interconnection Customer. For wind turbine generators, models of all control schemes must be submitted in PSS/E and EMTP formats.

(a) Generator General Specifications

1. Energy source (e.g., hydro, thermal, wind, combined cycle.) and energy profile in a typical year, and/or typical daily pattern for wind.
2. Number of rotating generators with power factor, MW and MVAR ratings.
3. Number of turbines, combustion, steam, wind, hydro, etc.
4. Maximum output in winter, spring and summer, MW.
5. Maximum injected MW's at the POI.
6. Station service load for auxiliaries, MW, MVAR.
7. Station service connection plan.

(b) Generator Data, Synchronous Machines

The Transmission Provider may require the following data for each different generator assembly:

1. Reactive capability, 'P-Q' curves;

2. Excitation 'Vee' curves;
3. Saturation and synchronous impedance curves;
4. Identifier (e.g., Generator unit number);
5. Number of similar generators;
6. Complex power, MVA;
7. Active power, MW;
8. Terminal voltage, kV;
9. Machine parameters:
 - a. S_b – Power base (MVA) upon which machine data is specified;
 - b. H – Total inertia constant of the generator and turbine, MWs/MVA;
 - c. R_a – Armature resistance, pu;
 - d. X_d – Direct axis unsaturated synchronous reactance, pu;
 - e. X_q – Quadrature axis unsaturated synchronous reactance, pu;
 - f. X'_d – Direct axis unsaturated transient reactance, pu;
 - g. X'_q – Quadrature axis saturated and unsaturated transient reactance, pu;
 - h. X''_d – Direct axis saturated and unsaturated subtransient reactance, pu;
 - i. X_{lm} – Stator leakage reactance, pu;
 - j. T'_{do} – Direct axis transient open circuit time constant, seconds;
 - k. T'_{qo} – Quadrature axis transient open circuit time constant, seconds;
 - l. T''_{do} – Direct axis subtransient open circuit time constant, seconds;
 - m. T''_{qo} – Quadrature axis subtransient open circuit time constant, seconds;
 - n. $S(1.0)$ – Saturation factor at rated terminal voltage; and
 - o. $S(1.2)$ – Saturation factor at 1.2 per unit of rated terminal voltage;
10. Excitation system modeling information with reference to standard types as specified in PTI PSS/E model library:

- a. Type (static, ac rotating, etc.);
 - b. Maximum/Minimum dc current;
 - c. Maximum/Minimum de voltage;
 - d. Nameplate information;
 - e. Block diagram with control parameter settings; and
 - f. Power System Stabilizer (PSS) type and settings;
11. Speed governor information with detailed modeling information with reference to standard types as specified in PTI PSS/E model library for each turbine:
- a. Turbine type (hydro, thermal, wind);
 - b. Total capacity, MW (available peak operation rating);
 - c. Number of stages;
 - d. Manufacturer and model, if known;
 - e. Frequency vs. time operational limits, seconds at Hz;
 - f. Maximum turbine ramping rates, MW/minute, ramp up and ramp down;

(c) Generator Data, Asynchronous Machines

The Transmission Provider may require the following data for each different generator assembly:

1. Shunt reactive compensation devices for power factor correction with induction generators or converters:
 - a. Power Factor without compensation;
 - b. Power Factor with full compensation;
 - c. Reactive power of shunt compensation voltage, kVar; and
 - d. Type and model (if required) of shunt compensation device.
2. AC/DC Converter devices employed with certain types of induction motor installations or with DC sources.
 - a. Number of converters;
 - b. Nominal ac voltage, kV;

- c. Capability to supply or absorb reactive power, MVAR;
 - d. Converter manufacturer, model name, number, version; and
 - e. Rated/Limitation on Fault current contribution, kA.
3. Machine parameters:
- a. S_b – Power base (MVA) upon which machine data is specified;
 - b. H – Total inertia constant of generator and turbine, MWs/ MVA;
 - c. R_a – Armature resistance, pu;
 - d. X_d – Direct axis saturated and unsaturated synchronous reactance, pu;
 - e. X'_d – Direct axis saturated and unsaturated transient reactance, pu;
 - f. X''_d – Direct axis saturated and unsaturated subtransient reactance, pu;
 - g. X_l – Stator leakage reactance, pu;
 - h. T'_{do} – Direct axis transient open circuit time constant, seconds;
 - i. T''_{do} – Direct axis subtransient open circuit time constant, seconds;
 - j. $S(1.0)$ – Saturation factor at rated terminal voltage, A/A;
 - k. $S(1.2)$ – Saturation factor at 1.2 per unit of rated terminal voltage, A/A;
 - l. V_t – Voltage threshold for tripping, pu;
 - m. V_r – Voltage at which reconnection is permitted, pu;
 - n. T_v – Pickup time for voltage-based tripping, seconds;
 - o. T_{vr} – Time delay for reconnection, seconds;
 - p. F_t – Frequency threshold for tripping, Hz;
 - q. T_f – Pickup time for frequency-based tripping, seconds;
 - r. Reactive power required at no load, MVAR; and
 - s. Reactive power required at full load, MVAR.
4. External Shunt Compensation:
- a. Bus Voltage;

- b. Number and rating of each shunt capacitor section; and
- c. Voltage/PF controller scheme description and time delays.

2.3 Load Information Requirements

The Transmission Provider may require the following information regarding the plant load:

- (a) Delivery voltage, kV;
- (b) Power factor;
- (c) Transformer data including high and low voltage levels and impedances.

2.4 Transformer Data

If one or more power transformers are included as part of the proposed connection, the Transmission Provider may require the following data for each unique transformer:

- (a) Transformer number or identifier;
- (b) Number of similar transformers;
- (c) Transformer type and number of windings, (e.g. two winding);
- (d) Transformer winding data. For a two winding transformer, only winding H and L data is required.
 - 1. For each winding, H, L, y: (y=tertiary):
 - a. Nominal voltage, kV; and
 - b. Configuration (Δ or Y) and Y winding connection (ungrounded, solid ground or impedance ground).
 - 2. Transformer MVA ratings:
 - a. Winding H, MVA;
 - b. Winding L, MVA; and
 - c. Winding y, MVA.
 - 3. Transformer impedances, positive and zero sequence:
 - a. Winding H to L, % X and R at MVA;

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- b. Winding H to Y, % X and R at MVA; and
 - c. Winding L to Y, % X and R at MVA.
- 4. Transformer tap changer information:
 - a. No load or load;
 - b. Tap changer winding location, H, L, Y; and
 - c. Available taps.
- 5. Transformer cooling requirements if required from BC Hydro:
 - a. Load, amps; and
 - b. Voltage, single or three phase, volts.

2.5 Transmission Line / Cable Data

If a new transmission line or cable is to be included as part of the proposed connection, the Transmission Provider may require the following data:

- (a) Nominal operating voltage, kV;
- (b) Line length, km and routes shown in map;
- (c) Line capacity, amps at °C;
- (d) Overhead/underground construction including conductor type; and
- (e) Positive and zero sequence transmission line data in physical units:
 - 1. Series resistance, R Ω ;
 - 2. Series reactance, X Ω ; and
 - 3. Shunt susceptance, B μ S (or $\mu \Omega^{-1}$).

3. Plant Data

The Transmission Provider may require the following information regarding the plant.

- (a) Plant designation;
- (b) Maximum inject Power (Facility Interconnection Capacity) into the Transmission Provider system;
- (c) Contracted capacity to BC Hydro (if applicable);

- (d) Total Plant generating capacity;
- (e) Total number of generators in the Plant;
- (f) Total number of generator transformers in the Plant;
- (g) Total Plant Load (MW);
- (h) Total Plant Load (MVar);
- (i) Total Plant Motor Load;
- (j) Total Plant Static Load;
- (k) Total Plant Static Load power factor;
- (l) Total Plant Reactive compensation;
- (m) Ground Grid resistance;
- (n) Plant restoration time immediately following a self restoring fault or upset on the transmission line;
- (o) Bus length from generation to interconnection station;
- (p) Line length from interconnection station to Transmission Provider's transmission line;
- (q) Tower number – observed in the field and painted on tower leg;
- (r) Number of third party easements required for transmission lines;
- (s) Black Start Capability (yes/no);
- (t) Is the Generating Facility in the Transmission Provider's service area (yes/no);
 - 1. If no, provide name of Local Provider
- (u) Maximum Summer plant output;
- (v) Maximum Winter plant output;
- (w) Maximum Spring plant output.

4 Primary frequency response operating range for electric storage resources:

- (a) Minimum State of Charge:
- (b) Maximum State of Charge.

APPENDIX 2 to SGIP

Interconnection Feasibility Study Agreement

THIS AGREEMENT is made and entered into this ___ day of _____, 20___ by and between _____, a _____ organized and existing under the laws of the Province of _____, (Interconnection Customer) and BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a Crown corporation existing under the laws of the Province of British Columbia, (Transmission Provider). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the proposed or modified Generating Facility with the Transmission System; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection Feasibility Study to assess the feasibility of interconnecting the proposed or modified Generating Facility to the Transmission System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the SGIP.

ACCEPTED: December 9, 2022

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2. Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection Feasibility Study consistent with Section 6 of the SGIP.
3. The scope of the Interconnection Feasibility Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
4. The Interconnection Feasibility Study shall be based on the technical information provided by Interconnection Customer in the Interconnection Request, as may be modified as the result of the Scoping Meeting. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Feasibility Study and as designated in accordance with Section 3.4.4 of the SGIP. If, after the designation of the Point of Interconnection pursuant to Section 3.4.4 of the SGIP, Interconnection Customer modifies its Interconnection Request pursuant to Section 4.4, the time to complete the Interconnection Feasibility Study may be extended.
5. The Interconnection Feasibility Study report shall provide the following information:
 - (a) preliminary identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - (b) preliminary identification of any thermal overload or voltage limit violations resulting from the interconnection; and
 - (c) preliminary description and non-binding estimated cost of facilities required to interconnect the proposed or modified Generating Facility to the Transmission System and to address the identified short circuit and power flow issues.
6. Interconnection Customer shall provide a deposit of \$15,000 for the performance of the Interconnection Feasibility Study.

ACCEPTED: December 9, 2022

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Upon receipt of the Interconnection Feasibility Study Transmission Provider shall charge and Interconnection Customer shall pay the actual costs of the Interconnection Feasibility Study.

Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

7. Miscellaneous. The Interconnection Feasibility Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, and that are consistent with regional practices, Applicable Laws and Regulations, and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the SGIP and the SGIA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By: _____

Title: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

ACCEPTED: December 9, 2022

ORDER NO. G-304-22



ACTING COMMISSION SECRETARY

**Attachment A to Appendix 2
Interconnection Feasibility
Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION FEASIBILITY STUDY**

The Interconnection Feasibility Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on

_____:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer and Transmission Provider]

ACCEPTED: December 9, 2022

ORDER NO. G-304-22



ACTING COMMISSION SECRETARY

APPENDIX 3 to SGIP

Combined Study Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between _____, a _____ organized and existing under the laws of the Province of _____, (Interconnection Customer) and BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a Crown corporation existing under the laws of the Province of British Columbia, (Transmission Provider). Interconnection Customer and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Interconnection Customer dated _____; and

WHEREAS, Interconnection Customer desires to interconnect the proposed or modified Generating Facility with the Transmission System;

WHEREAS, Transmission Provider has completed an Interconnection Feasibility Study (the Feasibility Study) and provided the results of said study to Interconnection Customer (This recital to be omitted if Transmission Provider does not require the Interconnection Feasibility Study);

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection System Impact Study to assess the impact of interconnecting the proposed or modified Generating Facility to the Transmission System, and of any Affected Systems; and

WHEREAS, Interconnection Customer has requested Transmission Provider to perform an Interconnection Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the Interconnection System Impact Study in accordance with Good Utility Practice to physically and electrically connect the Generating Facility to the Transmission System.

ACCEPTED: December 9, 2022

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ACTING COMMISSION SECRETARY

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in the SGIP.
2. Interconnection Customer elects and Transmission Provider shall cause to be performed an Interconnection System Impact Study consistent with Section 7 of the SGIP.
3. The scope of the Interconnection System Impact Study shall be subject to the assumptions set forth in Attachment A to this Agreement.
4. The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study if one was completed and the technical information provided by Interconnection Customer in the Interconnection Request, subject to any modifications in accordance with Section 4.4 of the SGIP. Transmission Provider reserves the right to request additional technical information from Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection System Impact Study. If Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the Interconnection System Impact Study may be extended.
5. The Interconnection System Impact Study report shall provide the following information:
 - (a) identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - (b) identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - (c) identification of any instability or inadequately damped response to system disturbances resulting from the interconnection; and

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- (d) description and non-binding, good faith estimated cost of facilities required to interconnect the proposed or modified Generating Facility to the Transmission System and to address the identified short circuit, instability, and power flow issues.
6. Interconnection Customer shall provide a deposit of \$75,000 for the performance of the Interconnection System Impact Study. Transmission Provider's good faith estimate for the time of completion of the Interconnection System Impact Study is [insert date].
- Transmission Provider may request additional deposits based upon its assessment of the estimated final cost for the completion of the Interconnection System Impact Study.
- Upon receipt of the Interconnection System Impact Study, Transmission Provider shall charge, and Interconnection Customer shall pay, the actual costs of the Interconnection System Impact Study.
- Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.
7. If Interconnection Customer elects to proceed with an Interconnection Facilities Study consistent with Section 8.2 of the SGIP, Transmission Provider shall cause an Interconnection Facilities Study consistent with Section 8 of the SGIP to be performed in accordance with the Tariff.
8. The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in Attachment B and the data provided in Attachment C to this Agreement.
9. The Interconnection Facilities Study report (i) shall provide a description, estimated cost of (consistent with Attachment B), schedule for required facilities to interconnect the proposed or modified Generating Facility to the Transmission System and (ii) shall address the short circuit, instability, and power flow issues identified in the Interconnection System Impact Study.

ACCEPTED: December 9, 2022

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10. If Interconnection Customer elects to proceed with an Interconnection Facilities Study consistent with Section 8.2 of the SGIP, Interconnection Customer shall provide an initial deposit of \$150,000 for the performance of the Interconnection Facilities Study. The time for completion of the Interconnection Facilities Study is specified in Attachment B.

Transmission Provider may request additional deposits and/or security based upon its assessment of the estimated final cost of the study.

Upon receipt of the Interconnection Facilities Study, Transmission Provider shall charge, and Interconnection Customer shall pay, the actual costs of the Interconnection Facilities Study.

Any difference between the deposit and the actual cost of the study shall be paid by or refunded to Interconnection Customer, as appropriate.

11. Miscellaneous. The Combined Study Agreement shall include standard miscellaneous terms including, but not limited to, indemnities, representations, disclaimers, warranties, governing law, amendment, execution, waiver, enforceability and assignment, that reflect best practices in the electric industry, that are consistent with regional practices, Applicable Laws and Regulations and the organizational nature of each Party. All of these provisions, to the extent practicable, shall be consistent with the provisions of the SGIP and the SGIA.

ACCEPTED: December 9, 2022

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ACTING COMMISSION SECRETARY

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By: _____

Title: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Title: _____

Date: _____

ACCEPTED: December 9, 2022

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ACTING COMMISSION SECRETARY

**Attachment A to Appendix 3
Combined Study Agreement**

**ASSUMPTIONS USED IN CONDUCTING THE
INTERCONNECTION SYSTEM IMPACT STUDY**

The Interconnection System Impact Study will be based upon the results of the Interconnection Feasibility Study, subject to any modifications in accordance with Section 4.4 of the SGIP, if one was completed and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Designation of alternative Point(s) of Interconnection and configuration.

[Above assumptions to be completed by Interconnection Customer and other assumptions to be provided by Interconnection Customer and Transmission Provider]

ACCEPTED: December 9, 2022

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ACTING COMMISSION SECRETARY

**Attachment B to Appendix 3
Combined Study Agreement**

**INTERCONNECTION CUSTOMER SCHEDULE FOR CONDUCTING THE
INTERCONNECTION FACILITIES STUDY**

Transmission Provider shall use Reasonable Efforts to complete the study and issue a draft Interconnection Facilities Study report to Interconnection Customer within the following number of days after of receipt of notice from the Interconnection Customer to proceed with an Interconnection Facilities Study:

- 1 two hundred seventy (270) Calendar Days with no more than a +15 /-10 percent cost estimate contained in the report.

ACCEPTED: December 9, 2022

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ACTING COMMISSION SECRETARY

**Attachment C to Appendix 3
Combined Study Agreement**

**DATA FORM TO BE PROVIDED BY INTERCONNECTION CUSTOMER WITH THE
COMBINED STUDY AGREEMENT**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing Transmission Provider station. Number of generation connections:

On the one line diagram indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one line diagram indicate the location of auxiliary power. (Minimum load on CT/PT)
Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation?

Yes No (Please indicate on one line diagram).

What type of control system or PLC will be located at Interconnection Customer's Generating Facility?

What protocol does the control system or PLC use?

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Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Transmission Provider's transmission line.

Tower number observed in the field. (Painted on tower leg)*

Number of third party easements required for transmission lines*:

* To be completed in coordination with Transmission Provider.

Is the Generating Facility in the Transmission Provider's service area?

Yes No Local provider: _____

Please provide proposed schedule dates:

Begin Construction Date: _____

ACCEPTED: December 9, 2022

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ACTING COMMISSION SECRETARY

BC Hydro

Open Access Transmission Tariff
OATT Attachment M-1 Appendix 3

Effective: April 25, 2023

Second Revision of Page 10

Generator step-up transformer

receives back feed power

Date _____

Generation Testing

Date: _____

Commercial Operation

Date: _____

ACCEPTED: December 9, 2022

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ACTING COMMISSION SECRETARY

APPENDIX 5 to SGIP

Standard Generator Interconnection Agreement (SGIA)

ACCEPTED: December 9, 2022

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ACTING COMMISSION SECRETARY

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ACCEPTED: December 9, 2022

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THIS STANDARD GENERATOR INTERCONNECTION AGREEMENT (Agreement) is made and entered into this ____ day of _____, 20____ by and between _____, a _____ organized and existing under the laws of the Province of _____ (Interconnection Customer), and BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, a British Columbia Crown corporation established and existing under the laws of the Province of British Columbia (Transmission Provider). Interconnection Customer and Transmission Provider each may be referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Transmission Provider operates the Transmission System; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Generating Facility in Appendix C to this Agreement; and,

WHEREAS, Interconnection Customer and Transmission Provider have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

When used in this Standard Generator Interconnection Agreement, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used or the Tariff.

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Article 1. Definitions

Affected System shall mean an electric system other than the Transmission Provider's Transmission System that may be affected by the proposed interconnection.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, provincial and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Standards shall mean the reliability standards and procedures adopted by the Commission in British Columbia, to the extent that those standards and procedures apply to the Interconnection Customer, and the Control Area of the Transmission System.

Base Case shall mean the base case power flow, short circuit, and stability data bases used for the Interconnection Studies.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this Standard Generator Interconnection Agreement.

Breaching Party shall mean a Party that is in Breach.

Business Day shall mean Monday through Friday, excluding Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Holiday.

Combined Study Agreement shall mean the Combined Study Agreement dated <*> between Interconnection Customer and Transmission Provider in respect of the Generating Facility.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date of a unit shall mean the date on which the Generating Facility commences Commercial Operation as confirmed by Interconnection Customer pursuant to Appendix D to this Standard Generator Interconnection Agreement.

Commission means the British Columbia Utilities Commission, or its successor.

Confidential Information shall mean any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the costs, timing, and study findings of the Interconnection Request are dependent, and if delayed or not built, could cause a need for a re-study of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or their respective costs and timing.

Control Area shall mean an electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the

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interconnection. The Control Area is the Balancing Authority Area as defined in the Applicable Reliability Standards.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of this Standard Generator Interconnection Agreement.

Dispute Resolution shall mean the procedure for resolution of a dispute between the Parties as set out in Appendix G to the SGIA.

Effective Date shall mean, the date on which this Standard Generator Interconnection Agreement becomes effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission.

Emergency Condition shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Transmission Provider's Transmission System, Transmission Provider's Interconnection Facilities or the electric systems of others to which the Transmission Provider's Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this Standard Generator Interconnection Agreement to possess black start capability.

Energy Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to connect its Generating Facility to the Transmission Provider's Transmission System to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission

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Provider's Transmission System on an as available basis. Energy Resource Interconnection Service in and of itself does not convey transmission service.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Force Majeure shall mean any act of God, labour disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device for the production and/or storage for later injection of electricity identified in Appendix C, but shall not include the Interconnection Customer's Interconnection Facilities.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, provincial, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental

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authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, or any Affiliate thereof.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “hazardous constituents,” “restricted hazardous materials,” “extremely hazardous substances,” “toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

Holiday shall mean a statutory holiday in British Columbia.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date shall mean the date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Provider’s Interconnection Facilities to obtain back feed power.

Interconnection Customer’s Interconnection Facilities shall mean all facilities and equipment, as identified in Appendix A of this Standard Generator Interconnection Agreement, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider’s Transmission System. Interconnection Customer’s Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Provider’s Interconnection Facilities and the Interconnection Customer’s Interconnection Facilities. Collectively,

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Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Facilities are sole use facilities and shall not include Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study shall mean the Interconnection Facilities Study dated <*> in respect of the Generating Facility.

Interconnection Feasibility Study shall mean the Interconnection Feasibility Study dated <*> in respect of the Generating Facility.

Interconnection Request shall mean an Interconnection Customer's request, in the form of Appendix 1 to the Standard Generator Interconnection Procedures, in accordance with the Tariff, in respect of the Generating Facility.

Interconnection Service shall mean the service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of this Standard Generator Interconnection Agreement and, if applicable, the Transmission Provider's Tariff.

Joint Operating Committee shall be a group made up of representatives from Interconnection Customers and the Transmission Provider to coordinate operating and technical considerations of Interconnection Service.

Loss shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under this Standard Generator Interconnection Agreement on behalf of the indemnifying Party,

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except in cases of gross negligence or intentional wrongdoing by the Indemnified Person.

Material Modification shall mean those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date or that would affect the reliability or stability of the Transmission System.

Metering Equipment shall mean all metering equipment installed or to be installed pursuant to this Standard Generator Interconnection Agreement at the metering points specified in Appendix A, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fibre optics.

Network Customer shall have the meaning provided in the Tariff.

Network Resource shall have the meaning provided in the Tariff.

Network Resource Interconnection Service shall mean an Interconnection Service that allows the Interconnection Customer to integrate its Generating Facility with the Transmission Provider's Transmission System in the same manner as Network Resources. Network Resource Interconnection Service in and of itself does not convey transmission service.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the Point of Interconnection to accommodate the interconnection of the Generating Facility to the Transmission Provider's Transmission System.

Operating Orders means those operating instructions, protocols and procedures developed by the Joint Operating Committee pursuant to Article 29.1.6.

Party shall mean Transmission Provider or Interconnection Customer, and **Parties** shall mean both of them.

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Point of Change of Ownership shall mean the point, as set forth in Appendix A to this Standard Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities.

Point of Interconnection shall mean the point, as set forth in Appendix A to this Standard Generator Interconnection Agreement, where the Interconnection Facilities connect to the Transmission Provider's Transmission System.

Provisional Interconnection Service shall mean Interconnection Service provided by Transmission Provider associated with interconnecting the Generating Facility to the Transmission System and enabling that Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional Standard Generator Interconnection Agreement and, if applicable, the Tariff .

Provisional Standard Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between Transmission Provider and the Interconnection Customer, which shall take the form of the Standard Generator Interconnection Agreement, modified for provisional purposes.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this Standard Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Stand Alone Network Upgrades shall mean Network Upgrades that are not part of an Affected System that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Transmission Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to this Standard Generator Interconnection Agreement.

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Standard Generator Interconnection Agreement (SGIA) shall mean the form of interconnection agreement applicable to an Interconnection Request pertaining to a Generating Facility, that is included in the Tariff.

Standard Generator Interconnection Procedures (SGIP) shall mean the interconnection procedures applicable to an Interconnection Request pertaining to a Generating Facility that are included in the Tariff.

Surplus Interconnection Service shall mean any unneeded portion of Interconnection Service established in a Standard Generator Interconnection Agreement, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission Provider's Transmission System from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission Provider's Transmission System or on other delivery systems or other generating systems to which the Transmission Provider's Transmission System is directly connected.

Tariff shall mean the Transmission Provider's tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Technical Interconnection Requirements means the "60 kV to 500 kV Interconnection Requirements for Power Generators" BC Hydro, as amended from time to time.

Transmission Provider's Interconnection Facilities (TPIF) shall mean all facilities and equipment owned, controlled or operated by the Transmission Provider from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this Standard Generator Interconnection Agreement, including any modifications,

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additions or upgrades to such facilities and equipment. Transmission Provider's Interconnection Facilities are sole use facilities and shall not include Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned, controlled or operated by the Transmission Provider that are used to provide transmission service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

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Article 2. Effective Date, Term and Termination

2.1 Effective Date

This SGIA shall become effective upon execution by the Parties subject to acceptance by the Commission (if applicable), or if filed unexecuted, upon the date specified by the Commission. Transmission Provider shall promptly file this SGIA with the Commission upon execution in accordance with Article 3.1, if required.

2.2 Term of Agreement

Subject to the provisions of Article 2.3, this SGIA shall remain in effect for a period of ten (10) years from the Effective Date or such other longer period as Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter.

2.3 Termination Procedures

2.3.1 Written Notice

This SGIA may be terminated by Interconnection Customer after giving Transmission Provider ninety (90) Calendar Days advance written notice, or by Transmission Provider notifying the Commission after the Generating Facility permanently ceases Commercial Operation or fails to achieve Commercial Operation within three (3) years of the target date for Commercial Operation set out in Appendix B.

2.3.2 Default

Either Party may terminate this SGIA in accordance with Article 17.

2.3.3 Reserved

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2.3.4 Notwithstanding Articles 2.3.1 through 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with the Commission of a notice of termination of this SGIA, if required, which notice has been accepted for filing by the Commission.

2.4 Termination Costs

If a Party elects to terminate this Agreement pursuant to Article 2.3 above, each Party shall pay all costs incurred (including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment) or charges assessed by the other Party, as of the date of the other Party's receipt of such notice of termination, that are the responsibility of the terminating Party under this SGIA. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this SGIA, unless otherwise ordered or approved by the Commission:

2.4.1 With respect to any portion of Transmission Provider's Interconnection Facilities that have not yet been constructed or installed, Transmission Provider shall to the extent possible and with Interconnection Customer's authorization cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Provider shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Provider for any or all such costs of materials or equipment not taken by Interconnection Customer, Transmission Provider shall promptly refund such amounts to Interconnection Customer, less any costs, including penalties incurred by Transmission Provider to cancel any pending orders of or return such materials, equipment, or contracts.

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If an Interconnection Customer terminates this SGIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any Network Upgrades for which Transmission Provider has incurred expenses and has not been reimbursed by Interconnection Customer.

2.4.2 Transmission Provider may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Provider shall be responsible for all costs associated with procuring such materials, equipment, or facilities.

2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this SGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.

2.5 Disconnection

Upon termination of this SGIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Transmission System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this SGIA or such non-terminating Party otherwise is responsible for these costs under this SGIA.

2.6 Survival

This SGIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this SGIA; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this SGIA was in effect; as provided in Article 11.4.2; and to permit each Party to have access to

the lands of the other Party pursuant to this SGIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

Article 3. Regulatory Filings

3.1 Filing

Transmission Provider shall file this SGIA (and any amendment hereto) with the appropriate Governmental Authority, if required. Interconnection Customer may request that any information so provided be subject to the confidentiality provisions of Article 22. If Interconnection Customer has executed this SGIA, or any amendment thereto, the Interconnection Customer shall reasonably cooperate with Transmission Provider with respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

Article 4. Scope Of Service

4.1 Interconnection Product Options

Interconnection Customer has selected the following (checked) type of Interconnection Service:

4.1.1 Energy Resource Interconnection Service

4.1.1.1 The Product

Energy Resource Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission System and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. To the extent Interconnection Customer wants to receive Energy Resource Interconnection Service, Transmission Provider shall construct facilities identified in Appendix A to this SGIA.

4.1.1.2 Transmission Delivery Service Implications

Under Energy Resource Interconnection Service, Interconnection Customer will be eligible to inject power from the Generating Facility into and deliver power across the interconnecting Transmission Provider's Transmission System on an "as available" basis up to the amount of MWs identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for Energy Resource Interconnection Service have been constructed. No transmission delivery service from the Generating Facility is assured, but Interconnection Customer may obtain Point-to-Point Transmission Service, Network Integration Transmission Service, or be used for secondary network transmission service, pursuant to Transmission Provider's Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for Interconnection Customer to obtain the right to deliver or inject energy beyond the Generating Facility Point of Interconnection or to improve its ability to do so, transmission service must be obtained pursuant to the provisions of Transmission Provider's Tariff. The Interconnection Customer's ability to inject its Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of Transmission Provider's Transmission System at such time as a transmission service request is made that would accommodate such delivery. The provision of firm Point-to-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network Upgrades.

4.1.2 Network Resource Interconnection Service

4.1.2.1 The Product

Transmission Provider must conduct the necessary studies and construct the Network Upgrades needed to integrate the Generating Facility in the same manner as all Network Resources. To the extent Interconnection Customer wants to receive Network Resource Interconnection Service, Transmission Provider shall construct the facilities identified in Appendix A to this SGIA.

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4.1.2.2 Transmission Delivery Service Implications

Network Resource Interconnection Service allows Interconnection Customer's Generating Facility to be designated by any Network Customer under the Tariff on Transmission Provider's Transmission System as a Network Resource, up to the Generating Facility's full output, on the same basis as existing Network Resources interconnected to Transmission Provider's Transmission System, and to be studied as a Network Resource on the assumption that such a designation will occur. Although Network Resource Interconnection Service does not convey a reservation of transmission service, any Network Customer under the Tariff can utilize its network service under the Tariff to obtain delivery of energy from the Generating Facility in the same manner as it accesses other Network Resources. A Generating Facility receiving Network Resource Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if an Interconnection Customer's Generating Facility has not been designated as a Network Resource by any load, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all generating facilities that are similarly situated. The provision of Network Integration Transmission Service or firm Point-to-Point Transmission Service may require additional studies and the construction of additional upgrades. Because such studies and upgrades would be associated with a request for transmission service under the Tariff, cost responsibility for the studies and upgrades would be in accordance with Transmission Provider's Tariff for pricing transmission delivery services.

Network Resource Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Generating Facility to any particular load on Transmission Provider's Transmission System without incurring

congestion costs. In the event of transmission constraints on Transmission Provider's Transmission System, Interconnection Customer's Generating Facility shall be subject to the applicable congestion management procedures in Transmission Provider's Transmission System in the same manner as all other Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that Interconnection Customer's Generating Facility be designated as a Network Resource by a Network Customer under the Tariff or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Generating Facility as a Network Resource, it must do so pursuant to Transmission Provider's Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining Network Resource Interconnection Service, any future transmission service request for delivery from the Generating Facility within Transmission Provider's Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be performed or that any further upgrades associated with such Generating Facility be undertaken, regardless of whether or not such Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Generating Facility. However, the reduction or elimination of congestion or redispatch costs may require additional studies and the construction of additional upgrades.

To the extent Interconnection Customer enters into an arrangement for long term transmission service for deliveries from the Generating Facility outside Transmission Provider's Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

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4.2 Provision of Service

Transmission Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.

4.3 Performance Standards

Each Party shall perform all of its obligations under this SGIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this SGIA for its compliance therewith. If such Party is the Transmission Provider, then that Party shall amend the SGIA and submit the amendment to the Commission for approval.

4.4 No Transmission Service

The execution of this SGIA does not constitute a request for, nor the provision of, any transmission service under Transmission Provider's Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.5 Interconnection Customer Provided Services

The services provided by Interconnection Customer under this SGIA are set forth in Article 13.5.1. Interconnection Customer shall be paid for such services in accordance with Article 11.6.

Article 5. Interconnection Facilities Engineering, Procurements and Construction

5.1 Construction Timing

Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select the In-Service Date, Initial Synchronization Date, and target Commercial

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Operation Date. Such dates shall be set forth in Appendix B, Milestones. At the same time, Interconnection Customer shall also indicate whether it elects to exercise the Option to Build set forth in Article 5.1.3 below.

5.1.1 Reserved

5.1.2 Agreement on Dates

5.1.2.1 If the dates designated by Interconnection Customer are acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and Transmission Provider shall design, procure, and construct Transmission Provider's Interconnection Facilities and Network Upgrades, using Reasonable Efforts to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the dates set forth in Appendix B, Milestones. Transmission Provider shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labour agreements, and Applicable Laws and Regulations. In the event Transmission Provider reasonably expects that it will not be able to complete Transmission Provider's Interconnection Facilities and Network Upgrades by the specified dates, Transmission Provider shall promptly provide written notice to Interconnection Customer and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

5.1.2.2 If the dates designated by Interconnection Customer are not acceptable to Transmission Provider, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and unless the Parties agree otherwise, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades under Article 5.1.3 by the dates specified in Article 5.1.

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5.1.2.3 If Interconnection Customer elects not to exercise its option under Article 5.1.2.2, Interconnection Customer shall so notify Transmission Provider within thirty (30) Calendar Days, and the Parties shall in good faith attempt to negotiate terms and conditions (including revisions of the specified dates, the provision of incentives or the procurement and construction of a portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades by Interconnection Customer) pursuant to which Transmission Provider is responsible for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Network Upgrades. If the Parties are unable to reach agreement on such terms and conditions, Transmission Provider shall assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Network Upgrades pursuant to Article 5.1.2.1.

5.1.3 Option to Build

Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades by the dates specified in Article 5.1. Transmission Provider and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. If the Parties disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider must provide written technical explanation outlining why it does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of a written request from the Interconnection Customer. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

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5.2 General Conditions Applicable to Option to Build

If Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades,

- (1) Interconnection Customer shall engineer, procure equipment, and construct Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Provider;
- (2) Interconnection Customer's engineering, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all Applicable Laws and Regulations to which Transmission Provider would be subject in the engineering, procurement or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (3) Transmission Provider shall review and approve the engineering design, equipment acceptance tests, and the construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (4) prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider a schedule for construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider;
- (5) at any time during construction, Transmission Provider shall have the right to gain unrestricted access to Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

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- (6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Provider, Interconnection Customer shall be obligated to remedy deficiencies in that portion of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades;
- (7) Interconnection Customer shall indemnify Transmission Provider for claims arising from Interconnection Customer's construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1 Indemnity;
- (8) Interconnection Customer shall transfer control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Provider;
- (9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of Transmission Provider's Interconnection Facilities and Stand-Alone Network Upgrades to Transmission Provider or its designee;
- (10) Transmission Provider shall approve and accept for operation and maintenance Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2;
- (11) Interconnection Customer shall deliver to Transmission Provider "as-built" drawings, information, and any other documents that are reasonably required by Transmission Provider to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Transmission Provider; and

(12) the Parties shall enter into an agreement setting out the terms and conditions under which the Interconnection Customer assumes responsibility for the design, procurement and construction of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades and the transfer of ownership to the Transmission Provider.

5.3 Reserved

5.4 Power System Stabilizers

The Interconnection Customer shall procure, install, maintain and operate Power System Stabilizers in accordance with the Applicable Reliability Standards. Transmission Provider reserves the right to reasonably establish minimum acceptable settings for any installed Power System Stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's Power System Stabilizers are removed from service or not capable of automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to wind generators.

5.5 Equipment Procurement

If responsibility for construction of Transmission Provider's Interconnection Facilities or Network Upgrades is to be borne by Transmission Provider, then Transmission Provider shall commence design of Transmission Provider's Interconnection Facilities or Network Upgrades and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Combined Study Agreement;

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5.5.2 Transmission Provider has received written authorization to proceed with design and procurement from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.5.3 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.6 Construction Commencement

Transmission Provider shall commence construction of Transmission Provider's Interconnection Facilities and Network Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval;

5.6.2 Necessary real property rights and rights-of-way have been obtained, to the extent required for the construction of a discrete aspect of Transmission Provider's Interconnection Facilities and Network Upgrades;

5.6.3 Transmission Provider has received written authorization to proceed with construction from Interconnection Customer by the date specified in Appendix B, Milestones; and

5.6.4 Interconnection Customer has provided security to Transmission Provider in accordance with Article 11.5 by the dates specified in Appendix B, Milestones.

5.7 Work Progress

The Parties will keep each other advised periodically as to the progress of their respective design, procurement and construction efforts. Either Party may, at any time, request a progress report from the other Party. If, at any time, Interconnection Customer determines that the completion of Transmission Provider's Interconnection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will

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provide written notice to Transmission Provider of such later date upon which the completion of Transmission Provider's Interconnection Facilities will be required.

5.8 Information Exchange

As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Parties' Interconnection Facilities and compatibility of the Interconnection Facilities with Transmission Provider's Transmission System, and shall work diligently and in good faith to make any necessary design changes.

5.9 Other Interconnection Options

5.9.1 Limited Operation

If any of Transmission Provider's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and Interconnection Customer Interconnection Facilities may operate prior to the completion of Transmission Provider's Interconnection Facilities or Network Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this SGIA. Transmission Provider shall permit Interconnection Customer to operate the Generating Facility and Interconnection Customer Interconnection Facilities in accordance with the results of such studies.

5.9.2 Provisional Interconnection Service

The Interconnection Customer may request, prior to completion of requisite Interconnection Facilities, Network Upgrades, and/or System Protection Facilities, Provisional Interconnection Service. The Transmission Provider shall determine, through

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available studies or additional studies as necessary and at the Interconnection Customer's expense, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects for Provisional Interconnection Service. Where such available or additional studies indicate that such Interconnection Facilities, Network Upgrades and/or System Protection Facilities that are required for standard Interconnection Service of a new, modified and/or expanded Generating Facility are not currently in place, Transmission Provider will identify the facilities that are required for Provisional Interconnection Service. If the facilities that are required for Provisional Interconnection Service are in place, Transmission Provider may execute a Provisional Standard Generator Interconnection Agreement, or Interconnection Customer may request the filing of a Provisional Standard Generator Interconnection Agreement, in unexecuted form, with the Commission for Provisional Interconnection Service. The maximum permissible output of the Generating Facility in the Provisional Standard Generator Interconnection Agreement shall be studied and updated on a frequency determined by Transmission Provider and at the Interconnection Customer's expense. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Standard Generator Interconnection Agreement and the Standard Generator Interconnection Agreement, including changes in output limits and cost responsibilities for Interconnection Facilities, Network Upgrades and/or System Protection Facilities.

5.10 Interconnection Customer's Interconnection Facilities (ICIF)

Interconnection Customer shall, at its expense, design, procure, construct, own and install the ICIF, as set forth in Appendix A, Interconnection Facilities and Network Upgrades.

5.10.1 Interconnection Customer's Interconnection Facility Specifications

Interconnection Customer shall submit initial specifications for the ICIF, including System Protection Facilities, to Transmission Provider at least one hundred eighty (180)

Calendar Days prior to the Initial Synchronization Date; and final specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider shall review such specifications to ensure that the ICIF are compatible with the technical specifications (including the Technical Interconnection Requirements), operational control, and safety requirements of Transmission Provider and comment on such specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed Confidential Information.

5.10.2 Transmission Provider's Review

Transmission Provider's review of Interconnection Customer's final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF.

Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications (including the Technical Interconnection Requirements), operational control, and safety requirements of Transmission Provider.

5.10.3 ICIF Construction

The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Provider "as-built" drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with Interconnection Customer's step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and

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the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. The Interconnection Customer shall provide Transmission Provider specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Provider's Interconnection Facilities Construction

Transmission Provider's Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, and at Interconnection Customer's cost, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Provider shall deliver to Interconnection Customer the following "as-built" drawings, information and documents for Transmission Provider's Interconnection Facilities [include appropriate drawings and relay diagrams].

Transmission Provider will obtain control of Transmission Provider's Interconnection Facilities and Stand Alone Network Upgrades upon completion of such facilities.

5.12 Access Rights

Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party (Granting Party) shall furnish at no cost to the other Party (Access Party) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Transmission System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of

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this SGIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

5.13 Lands of Other Property Owners

If any part of Transmission Provider's Interconnection Facilities and/or Network Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Provider, Transmission Provider shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, and to the extent consistent with Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove Transmission Provider's Interconnection Facilities and/or Network Upgrades upon such property.

5.14 Permits

Each Party shall be responsible for obtaining all permits, licenses and authorizations that are necessary for it to accomplish the matters it is obligated to complete hereunder in compliance with Applicable Laws and Regulations. Transmission Provider and Interconnection Customer shall cooperate with each other in good faith in obtaining any such permits, licenses and authorizations. With respect to this paragraph, Transmission Provider shall provide permitting assistance to Interconnection Customer comparable to that provided to Transmission Provider's own, or an Affiliate's, generation.

5.15 Early Construction of Base Case Facilities

Interconnection Customer may request Transmission Provider to construct, and Transmission Provider shall construct, using Reasonable Efforts to accommodate

Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades required for Interconnection Customer to be interconnected to the Transmission System which were included in the Base Case for the Interconnection Facilities Study, and which also are required to be constructed for another Interconnection Customer, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date.

5.16 Suspension

Interconnection Customer reserves the right, upon written notice to Transmission Provider, to suspend at any time all work by Transmission Provider associated with the construction and installation of Transmission Provider's Interconnection Facilities and/or Network Upgrades required under this SGIA with the condition that Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider (i) has incurred pursuant to this SGIA prior to the suspension and (ii) incurs in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission System during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labour contracts which Transmission Provider cannot reasonably avoid; provided, however, that prior to cancelling or suspending any such material, equipment or labour contract, Transmission Provider shall obtain Interconnection Customer's authorization to do so.

Transmission Provider shall invoice Interconnection Customer for such costs, plus any applicable taxes, pursuant to Article 12 and shall use due diligence to minimize its costs. In the event Interconnection Customer suspends work by Transmission Provider required under this SGIA pursuant to this Article 5.16, and has not requested

Transmission Provider to recommence the work required under this SGIA on or before the expiration of three (3) years following commencement of such suspension, this SGIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Provider, if no effective date is specified.

5.17 Tax Indemnity

Interconnection Customer shall protect, indemnify and hold harmless Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as a result of payments or property transfers made by Interconnection Customer to Transmission Provider under this SGIA, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

5.18 Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this SGIA is intended to adversely affect Transmission Provider's tax exempt status.

5.19 Modification

5.19.1 General

Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the

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Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Transmission System, Transmission Provider's Interconnection Facilities or Network Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof.

5.19.2 Standards

Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this SGIA and Good Utility Practice.

5.19.3 Modification Costs

Interconnection Customer shall not be directly assigned for the costs of any additions, modifications, or replacements that Transmission Provider makes to Transmission Provider's Interconnection Facilities or the Transmission System to facilitate the interconnection of a third party to Transmission Provider's Interconnection Facilities or the Transmission System, or to provide transmission service to a third party under Transmission Provider's Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

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Article 6. Reserved

Article 7. Reserved

Article 8. Communications

8.1 Reserved

8.2 Reserved

8.3 No Annexation

Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 Provision of Data from a Variable Energy Resource

The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to the Transmission Provider to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with a Variable Energy Resource having solar as the energy source, at a minimum, will be required to provide the Transmission Provider with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The Transmission Provider and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of

a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to the Transmission Provider regarding all forced outages to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the Transmission Provider, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the Transmission Provider. Such requirements for meteorological and forced outage data are set forth in Appendix C, Interconnection Details, of this SGIA, as they may change from time to time.

Article 9. Operations

9.1 General

Each Party shall comply with the Applicable Reliability Standards. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.

9.2 Reserved

9.3 Transmission Provider Obligations

Transmission Provider shall cause the Transmission System and Transmission Provider's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner and in accordance with all Operating Orders and this SGIA. Transmission Provider may provide to Interconnection Customer, and Interconnection

Customer will comply with, operating instructions consistent with this SGIA and Transmission Provider's operating protocols and procedures as they may change from time to time. Transmission Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.

9.4 Interconnection Customer Obligations

Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this SGIA and the Technical Interconnection Requirements. Interconnection Customer shall operate the Generating Facility and Interconnection Customer's Interconnection Facilities in accordance with all Operating Orders and applicable requirements of the Control Area of which it is part, as such requirements are set forth in Appendix C, Interconnection Details, of this SGIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Either Party may request that the other Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this SGIA.

9.5 Start-Up and Synchronization

Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to Transmission Provider's Transmission System.

9.6 Reactive Power and Primary Frequency Response

9.6.1 Power Factor Design Criteria

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9.6.1.1 Synchronous Generation

Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.90 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Control Area on a comparable basis.

9.6.1.2 Non-Synchronous Generation

Interconnection Customer shall design the Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established a different power factor range that applies to all non-synchronous generators in the Control Area on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two.

9.6.2 Voltage Schedules

Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). Transmission Provider's voltage schedules shall treat all sources of reactive power in the Control Area in an equitable and not unduly discriminatory manner. Transmission Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) day in advance and may make changes to such schedules as necessary to maintain the reliability of the Transmission System.

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Interconnection Customer shall operate the Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify the Transmission Provider.

9.6.2.1 Voltage Regulators

Whenever the Generating Facility is operated in parallel with the Transmission System and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its voltage regulators in automatic operation. If the Generating Facility's voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider and ensure that such Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits.

9.6.3 Payment for Reactive Power

Transmission Provider is required to pay Interconnection Customer for reactive power that Interconnection Customer provides or absorbs from the Generating Facility when Transmission Provider requests Interconnection Customer to operate its Generating Facility outside the range specified in Article 9.6.1, provided that if Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay Interconnection Customer. Payments shall be pursuant to Article 11.6 or such other agreement to which the Parties have otherwise agreed.

9.6.4 Primary Frequency Response

Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used

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herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility's real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ± 0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved Applicable Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved Applicable Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Generating Facility's real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility's real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved Applicable Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Articles 9.6.4.1 and 9.6.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and those non-synchronous Generating Facilities that have not yet provided confirmation

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under the Combined Study Agreement that they wish to proceed with an Interconnection Facilities Study. Interconnection Customer shall not cause its Generating Facility to disconnect automatically or instantaneously from the Transmission System or trip any generating unit comprising the Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Control Area on a comparable basis.

9.6.4.1 Governor or Equivalent Controls.

Whenever the Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1), in coordination with Transmission Provider, set the deadband parameter to: (1) a maximum of ± 0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from an approved Applicable Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and provide it with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Generating Facility's governor or

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equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Transmission System.

9.6.4.2 Timely and Sustained Response.

Interconnection Customer shall ensure that the Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided without undue delay and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Generating Facility shall sustain the real power response at least until system frequency returns to a stable value within the deadband setting of the governor or equivalent controls. An Applicable Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Reserved

9.6.4.4 Electric Storage Resources

Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix A of the SGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Articles 9.6.4, 9.6.4.1 and 9.6.4.2 of this Agreement.

Appendix A shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband

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parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer. If the operating range is dynamic, then Appendix A must establish how frequently the operating range will be re-evaluated and the factors that may be considered during its re-evaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Article 9.6.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

9.7 Outages and Interruptions

9.7.1 Outages

9.7.1.1 Outage Authority and Coordination

In accordance with Good Utility Practice and in coordination with the other Party, the Interconnection Customer may remove the Interconnection Customer's Interconnection Facilities, and the Transmission Provider may remove the Transmission Provider's

Interconnection Facilities or any part of the Transmission System, from service that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal. Neither Party shall be liable to the other for damages of any kind in connection with any such outage.

9.7.1.2 Outage Schedules

Transmission Provider shall post scheduled outages of its transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Transmission Provider for a minimum of a rolling twenty-four month period. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability. Transmission Provider shall compensate Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

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9.7.1.3 Outage Restoration

If an outage of a Party's facility(ies) adversely affects the other Party's operations or facilities, the Party that owns or controls the facility(ies) that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice explaining the nature of the outage.

9.7.2 Interruption of Service

If required by Good Utility Practice to do so, Transmission Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

9.7.2.1 The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;

9.7.2.2 Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission System;

9.7.2.3 When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;

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9.7.2.4 Except during the existence of an Emergency Condition, during which the interruption or reduction can be scheduled without advance notice, Transmission Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Transmission Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer and Transmission Provider;

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Transmission System to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.2.6 Neither Party shall be liable to the other for damages of any kind in connection with any such curtailment, interruption or reduction.

9.8 Switching and Tagging Rules

Each Party shall provide the other Party a copy of its switching and tagging rules that are applicable to the other Party's activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Third Parties

9.9.1 Purpose of Interconnection Facility

Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Transmission System and shall be used for no other purpose.

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9.9.2 Third Party Users

If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld, to allow one or more third parties to use Transmission Provider's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Transmission Provider's Interconnection Facilities from all third party users based upon the pro rata use of the Transmission Provider's Interconnection Facilities by all third party users and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Transmission Provider's Interconnection Facilities, will be allocated between Interconnection Customer and any third party users based upon the pro rata use of the Interconnection Facilities by all third party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to the Commission for resolution.

9.10 Disturbance Analysis Data Exchange

The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or Transmission Provider's Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

Article 10. Maintenance

10.1 Transmission Provider Obligations

Transmission Provider shall maintain the Transmission System and Transmission Provider's Interconnection Facilities in a safe and reliable manner and in accordance with this SGIA.

10.2 Interconnection Customer Obligations

Interconnection Customer shall maintain the Generating Facility and Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this SGIA.

10.3 Coordination

The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.

10.4 Secondary Systems

Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact the other Party. Each Party shall provide advance notice to the other Party before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.

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10.5 Operating and Maintenance Expenses

Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing interconnection or transmission service to a third party and such third party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Provider's Interconnection Facilities.

Article 11. Performance Obligation

11.1 Interconnection Customer Interconnection Facilities

Interconnection Customer shall design, procure, construct, install, own and/or control Interconnection Customer Interconnection Facilities described in Appendix A, Interconnection Facilities and Network Upgrades, at its sole expense.

11.2 Transmission Provider's Interconnection Facilities

Transmission Provider shall design, procure, construct, install, own and/or control Transmission Provider's Interconnection Facilities described in Appendix A, Interconnection Facilities and Network Upgrades, at the sole expense of the Interconnection Customer and Interconnection Customer shall provide security for the costs of such TPIF in accordance with Article 11.5 of this Agreement.

11.3 Network Upgrades

Transmission Provider shall design, procure, construct, install, and own the Network Upgrades described in Appendix A, Interconnection Facilities and Network Upgrades. Transmission Provider shall fund the costs for the Network Upgrades and

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Interconnection Customer shall provide security for the costs of such Network Upgrades in accordance with Article 11.5 of this Agreement.

11.3.1 On the Commercial Operation Date, Interconnection Customer shall also provide security in accordance with Article 11.5 of this Agreement for any amounts that Transmission Provider is obligated to pay to third parties in accordance with provisions in other Standard Generator Interconnection Agreements similar to Article 11.4.2 of this Agreement as a result of the Generating Facility's use of network upgrades funded by such third parties.

11.4 Credits and Repayments

11.4.1 Reserved

11.4.2 Repayment on Failure to Achieve Commercial Operation

If the Generating Facility fails to achieve Commercial Operation, this Agreement is terminated, and another generating facility subsequently makes use of the Network Upgrades constructed pursuant to this Agreement, Transmission Provider shall at that time reimburse Interconnection Customer for the amounts collected on the security provided by Interconnection Customer pursuant to Section III.D.(b) and Section III.D.(c) of Attachment O of the Tariff, for those Network Upgrades used by the other generating facility, as reasonably determined by BC Hydro. This Article 11.4.2 shall survive the termination of this Agreement.

11.4.3 Deferral Credits

Where Interconnection Customer satisfies the eligibility criteria set out in Attachment N to the Tariff, Interconnection Customer shall, in addition to any payments provided for in Article 11.4.2, be entitled to Deferral Credits against the non-usage sensitive portion of transmission charges as provided for in Attachment N to the Tariff.

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11.4.4 Other Rights

Notwithstanding any other provision of this SGIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Generating Facility.

11.5 Provision of Security

At least thirty (30) Calendar Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of Transmission Provider's Interconnection Facilities or the Network Upgrades, Interconnection Customer shall provide Transmission Provider a standby irrevocable letter of credit or other form of security that is reasonably acceptable to Transmission Provider and otherwise meets the requirements of Attachment O to the Tariff. Such security shall be granted in favour of Transmission Provider. The security shall be in an amount equal to the amount required by Article 11.3.1 of this Agreement plus an amount sufficient to cover the costs for designing, constructing, procuring and installing the applicable portion of the Network Upgrades and the Transmission Provider's Interconnection Facilities plus in respect of security for the TPIF taxes that would apply when Interconnection Customer is invoiced by Transmission Provider for such costs. The security for the TPIF shall be reduced from time to time to the extent the amount exceeds the Transmission Provider's good faith estimate of the remaining costs to complete the applicable portion of Transmission Provider's Interconnection Facilities plus taxes that would apply when Interconnection Customer is invoiced by Transmission Provider for such remaining costs.

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11.6 Interconnection Customer Compensation

If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Article 13.5.1 of this SGIA, Transmission Provider shall compensate Interconnection Customer in accordance with Interconnection Customer's applicable Commission-approved rate schedule in effect. Interconnection Customer shall serve Transmission Provider with any filing of a proposed rate schedule at the time of such filing with the Commission. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb any reactive power under this SGIA, Transmission Provider agrees to compensate Interconnection Customer in such amount as would have been due Interconnection Customer had the rate schedule been in effect at the time service commenced; provided, however, that such rate schedule must be filed at the Commission or other appropriate Governmental Authority within sixty (60) Calendar Days of the commencement of service.

11.6.1 Interconnection Customer Compensation for Actions During Emergency Condition

Transmission Provider shall compensate Interconnection Customer for its provision of real and reactive power and other Emergency Condition services that Interconnection Customer provides to support the Transmission System during an Emergency Condition in accordance with Article 11.6.

Article 12. Invoice

12.1 General

Each Party may submit to the other Party, on a monthly basis, invoices of amounts due for the preceding month, plus any applicable taxes. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the

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other Party under this SGIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.

12.2 Final Invoice

Within six months after completion of the construction of Transmission Provider's Interconnection Facilities, Transmission Provider shall provide an invoice of the final cost of the construction of Transmission Provider's Interconnection Facilities, plus any applicable taxes, and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Provider shall refund to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

12.3 Payment Invoices

Payment Invoices shall be rendered to the paying Party at the address specified in Appendix E. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by either Party will not constitute a waiver of any rights or claims either Party may have under this SGIA.

12.4 Disputes

In the event of a billing dispute between Transmission Provider and Interconnection Customer, Transmission Provider shall continue to provide Interconnection Service under this SGIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of

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service, then Transmission Provider may provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest which shall be calculated in accordance with the provisions in the Tariff.

Article 13. Emergencies

13.1 Definition

"Emergency Condition" shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (iii) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided, that Interconnection Customer is not obligated by this SGIA to possess black start capability.

13.2 Obligations

Each Party shall comply with the Emergency Condition procedures of the Applicable Reliability Standards, Applicable Laws and Regulations, and any emergency procedures agreed to by the Joint Operating Committee.

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13.3 Notice

Transmission Provider shall notify Interconnection Customer promptly when it becomes aware of an Emergency Condition that affects Transmission Provider's Interconnection Facilities or the Transmission System that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or Interconnection Customer's Interconnection Facilities. Interconnection Customer shall notify Transmission Provider promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission System or Transmission Provider's Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.4 Immediate Action

Unless, in Interconnection Customer's reasonable judgment, immediate action is required, Interconnection Customer shall obtain the consent of Transmission Provider, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission System.

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13.5 Transmission Provider Authority

13.5.1 General

Transmission Provider may take whatever actions or inactions with regard to the Transmission System or Transmission Provider's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or Transmission Provider's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or Interconnection Customer's Interconnection Facilities. Transmission Provider may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.5.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.5.2 Reduction and Disconnection

Transmission Provider may reduce Interconnection Service or disconnect the Generating Facility or Interconnection Customer's Interconnection Facilities, when such,

reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to Transmission Provider's Tariff. When Transmission Provider can schedule the reduction or disconnection in advance, Transmission Provider shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider shall coordinate with Interconnection Customer using Good Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary under Good Utility Practice. The Parties shall cooperate with each other to restore the Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

13.6 Interconnection Customer Authority

Consistent with Good Utility Practice and the SGIA and the SGIP, Interconnection Customer may take actions or inactions with regard to the Generating Facility or Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and Transmission Provider's Interconnection Facilities. Transmission Provider shall use Reasonable Efforts to assist Interconnection Customer in such actions.

13.7 Limited Liability

Except as otherwise provided in Article 11.6.1 of this SGIA, neither Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

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Article 14. Regulatory Requirements and Governing Law

14.1 Regulatory Requirements

Each Party's obligations under this SGIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek and use its Reasonable Efforts to obtain such other approvals.

14.2 Governing Law

14.2.1 The validity, interpretation and performance of this SGIA and each of its provisions shall be governed by the laws of British Columbia, without regard to its conflicts of law principles.

14.2.2 This SGIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

Article 15. Notices

15.1 General

Unless otherwise provided in this SGIA, any notice, demand or request required or permitted to be given by either Party to the other and any instrument required or permitted to be tendered or delivered by either Party in writing to the other shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with Canada Post with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to

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the Party, at the address set out in Appendix E, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this SGIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments

Billings and payments shall be sent to the addresses set out in Appendix E.

15.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by a Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix E.

15.4 Operations and Maintenance Notice

Each Party shall notify the other Party in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

Article 16. Force Majeure

16.1 Force Majeure

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 Neither Party shall be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure

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to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labour disturbance.

Article 17. Default

17.1 Default

17.1.1 General

No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this SGIA or the result of an act of omission of the other Party. Upon a Breach, the non-breaching Party shall give written notice of such Breach to the breaching Party. Except as provided in Article 17.1.2, the breaching Party shall have thirty (30) Calendar Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Default notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.

17.1.2 Right to Terminate

If a Breach is not cured as provided in this article, or if a Breach is not capable of being cured within the period provided for herein, the non-breaching Party shall have the right to declare a Default and terminate this SGIA by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that

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Party terminates this SGIA, to recover from the breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this SGIA.

Article 18. Indemnity, Consequential Damages and Insurance

18.1 Indemnity

Each Party shall at all times indemnify, defend, and hold the other Party, and its directors, officers, employees, agents and shareholders (each, an Indemnified Person) harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, legal fees, and all other obligations by or to third parties, arising out of or resulting from a Party's Breach, except in cases of gross negligence or intentional wrongdoing by the other Party.

18.1.1 Indemnified Person

If an Indemnified Person is entitled to indemnification under this Article 18 as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.1, to assume the defense of such claim, such Indemnified Person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

18.1.2 Indemnifying Party

If an indemnifying Party is obligated to indemnify and hold any Indemnified Person harmless under this Article 18, the amount owing to the Indemnified Person shall be the amount of such Indemnified Person's actual Loss, net of any insurance or other recovery.

18.1.3 Indemnity Procedures

Promptly after receipt by an Indemnified Person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.1 may apply, the Indemnified Person shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

The indemnifying Party shall have the right to assume the defense thereof with counsel designated by such indemnifying Party and reasonably satisfactory to the Indemnified Person. If the defendants in any such action include one or more Indemnified Persons and the indemnifying Party and if the Indemnified Person reasonably concludes that there may be legal defenses available to it and/or other Indemnified Persons which are different from or additional to those available to the indemnifying Party, the Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Person or Indemnified Persons having such differing or additional legal defenses.

The Indemnified Person shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the indemnifying Party. Notwithstanding the foregoing, the indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Person and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Person, or there exists a conflict or adversity of interest between the Indemnified Person and the indemnifying Party, in such event the indemnifying Party shall pay the reasonable expenses of the Indemnified Person, and (ii) shall not settle or consent to the

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entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Person, which shall not be unreasonably withheld, conditioned or delayed.

18.2 Consequential Damages

In no event shall either Party be liable under any provision of this SGIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.3 Insurance

Each Party shall, at its own expense, maintain in force throughout the period of this SGIA, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business in British Columbia:

- 18.3.1** Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with Applicable Laws and Regulations.
- 18.3.2** Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

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- 18.3.3** Comprehensive Automobile Liability Insurance for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- 18.3.4** Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.
- 18.3.5** The Commercial General Liability Insurance, and Excess Public Liability Insurance policies shall name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, agents, servants and employees (Other Party Group) as additional insureds. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this SGIA against the Other Party Group and provide thirty (30) days advance written notice to the Other Party Group prior to anniversary date of cancellation or any material change in coverage or condition.
- 18.3.6** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.
- 18.3.7** The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after

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termination of this SGIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.

- 18.3.8** The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this SGIA.
- 18.3.9** Within ten (10) days following execution of this SGIA, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) days thereafter, each Party shall provide certification of all insurance required in this SGIA, executed by each insurer or by an authorized representative of each insurer.
- 18.3.10** Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of Articles 18.3.2 through 18.3.8 to the extent it maintains a self-insurance program; provided that, such Party's debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements of Articles 18.3.2 through 18.3.8. For any period of time that a Party's debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.3.2 through 18.3.9. In the event that a Party is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.3.9.
- 18.3.11** The Parties agree to report to each other in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this SGIA.

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Article 19. Assignment

19.1 Assignment

This SGIA may be assigned by either Party only with the written consent of the other; provided that either Party may assign this SGIA without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this SGIA; and provided further that Interconnection Customer shall have the right to assign this SGIA, without the consent of Transmission Provider, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s), including providing the Transmission Provider with proof that it meets the requirements of Articles 11.5 and 18.3. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this SGIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

Article 20. Severability

20.1 Severability

If any provision in this SGIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this SGIA.

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Article 21. Comparability

21.1 Comparability

The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations, as amended from time to time.

Article 22. Confidentiality

22.1 Confidentiality

Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by either of the Parties to the other prior to the execution of this SGIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential.

If requested by either Party, the other Party shall provide in writing, the basis for asserting that the information referred to in this Article 22 warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

Notwithstanding the foregoing, the release of Confidential Information shall be subject to Applicable Laws and Regulations and Applicable Reliability Standards.

22.1.1 Term

During the term of this SGIA, and for a period of three (3) years after the expiration or termination of this SGIA, except as otherwise provided in this Article 22, each Party shall hold in confidence and shall not disclose to any person Confidential Information.

22.1.2 Scope

Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the other Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the other Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this SGIA; or (6) is required, in accordance with Article 22.1.7 of the SGIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this SGIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the other Party that it no longer is confidential.

22.1.3 Release of Confidential Information

Subject to Article 22.1.6, neither Party shall release or disclose Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), contractors, subcontractors, employees, consultants, or to parties who may be or considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a

need-to-know basis in connection with this SGIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

22.1.4 Rights

Each Party retains all rights, title, and interest in the Confidential Information that each Party discloses to the other Party. The disclosure by each Party to the other Party of Confidential Information shall not be deemed a waiver by either Party or any other person or entity of the right to protect the Confidential Information from public disclosure.

22.1.5 No Warranties

By providing Confidential Information, neither Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, neither Party obligates itself to provide any particular information or Confidential Information to the other Party nor to enter into any further agreements or proceed with any other relationship or joint venture.

22.1.6 Standard of Care

Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party and its Affiliates may use Confidential Information solely to fulfill its obligations to the other Party under this SGIA or as required by Applicable Law and Regulations, Applicable Reliability Standards or Good Utility Practice. Notwithstanding the foregoing, Transmission Provider and its Affiliates may disclose Confidential Information to reliability organizations, regional transmission organizations, independent system operators, market operators, resource

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adequacy program administrators, energy and environmental regulators or other similar organizations.

22.1.7 Order of Disclosure

If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires either Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirement(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this SGIA.

Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

22.1.8 Termination of Agreement

Upon termination of this SGIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from the other Party, use Reasonable Efforts to destroy, erase, or delete (with such destruction, erasure, and deletion certified in writing to the other Party) or return to the other Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the other Party.

22.1.9 Remedies

The Parties agree that monetary damages would be inadequate to compensate a Party for the other Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the first Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of

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damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.

22.1.10 Disclosure to the Commission

Notwithstanding anything in this Article 22 to the contrary, if the Commission during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this SGIA, the Party shall provide the requested information to the Commission within the time provided for in the request for information. In providing the information to the Commission, the Party must request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure.

22.1.11 Subject to the exception in Article 22.1.10, any information that a Party claims is competitively sensitive, commercial or financial information under this SGIA (Confidential Information) shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this SGIA or as a transmission service provider or a Control Area operator including disclosing the Confidential Information to a subregional, regional or national reliability organization. The Party asserting confidentiality shall notify the other Party in writing of the information it claims

is confidential. Prior to any disclosures of the other Party's Confidential Information under this subparagraph, or if any third party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

Article 23. Environmental Releases

23.1 Notice of Release

Each Party shall notify the other Party, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

Article 24. Information Requirements

24.1 Information Acquisition

Transmission Provider and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards and the requirements and procedures of applicable reliability organizations.

24.2 Information Submission by Transmission Provider

The initial information submission by Transmission Provider shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission System information necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise agreed to by the Parties. On a monthly basis Transmission Provider shall provide Interconnection Customer a status report on the construction and installation of Transmission Provider's Interconnection Facilities and Network Upgrades, including, but not limited to, the following information: (1) progress to date; (2) a description of the activities since the last report; (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

24.3 Updated Information Submission by Interconnection Customer

The updated information submission by Interconnection Customer, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit a completed copy of the Generating Facility data requirements contained in Appendix 1 to the SGIP. It shall also include any additional information provided to Transmission Provider for the Interconnection Feasibility Study and Interconnection Facilities Study. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by the Parties to develop and supply a standard model and associated information.

If Interconnection Customer's data is materially different from what was originally provided to Transmission Provider pursuant to the Combined Study Agreement between Transmission Provider and Interconnection Customer, then Transmission Provider will conduct appropriate studies to determine the impact on Transmission Provider

Transmission System based on the actual data submitted pursuant to this Article 24.3. The Interconnection Customer shall not begin Trial Operation until such studies are completed.

24.4 Information Supplementation

Prior to the Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. The Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice such as an open circuit "step voltage" test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses of Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Transmission Provider for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Transmission Provider any information changes due to equipment replacement, repair, or adjustment. Transmission Provider shall provide Interconnection Customer any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Provider operated substation that

may affect Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

Article 25. Information Access And Audit Rights

25.1 Information Access

Each Party (the disclosing Party) shall make available to the other Party information that is in the possession of the disclosing Party and is necessary in order for the other Party to: (i) verify the costs incurred by the disclosing Party for which the other Party is responsible under this SGIA; and (ii) carry out its obligations and responsibilities under this SGIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this SGIA.

25.2 Reporting of Non-Force Majeure Events

Each Party (the notifying Party) shall notify the other Party when the notifying Party becomes aware of its inability to comply with the provisions of this SGIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle the Party receiving such notification to allege a cause for anticipatory breach of this SGIA.

25.3 Audit Rights

Subject to the requirements of confidentiality under Article 22 of this SGIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Party, to audit at its own expense the other Party's accounts and records

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pertaining to either Party's performance or either Party's satisfaction of obligations under this SGIA. Such audit rights shall include audits of the other Party's costs, calculation of invoiced amounts, Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission System, Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation on the Transmission System, and each Party's actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this SGIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.

25.4 Audit Rights Periods

25.4.1 Audit Rights Period for Construction-Related Accounts and Records

Accounts and records related to the design, engineering, procurement, and construction of Transmission Provider's Interconnection Facilities and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Provider's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records

Accounts and records related to either Party's performance or satisfaction of all obligations under this SGIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four months after the event for which the audit is sought.

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25.5 Audit Results

If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the other Party together with those records from the audit which support such determination.

Article 26. Subcontractors

26.1 General

Nothing in this SGIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this SGIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this SGIA in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

26.2 Responsibility of Principal

The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this SGIA. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this SGIA. Any applicable obligation imposed by this SGIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance

The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

Article 27. Disputes

In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with the other Party's failure to comply with this SGIA, such dispute or claim shall be resolved in accordance with Dispute Resolution.

Article 28. Representations, Warranties and Covenants

28.1 General

Each Party makes the following representations, warranties and covenants:

28.1.1 Good Standing

Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in British Columbia; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this SGIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this SGIA.

28.1.2 Authority

Such Party has the right, power and authority to enter into this SGIA, to become a party hereto and to perform its obligations hereunder. This SGIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

28.1.3 No Conflict

The execution, delivery and performance of this SGIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets

28.1.4 Consent and Approval

Such Party has sought or obtained, or, in accordance with this SGIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this SGIA, and it will provide to any Governmental Authority notice of any actions under this SGIA that are required by Applicable Laws and Regulations.

Article 29. Joint Operating Committee

29.1 Joint Operating Committee

Transmission Provider shall constitute a Joint Operating Committee to coordinate operating and technical considerations of Interconnection Service. At least six (6) months prior to the expected Initial Synchronization Date, Interconnection Customer and Transmission Provider shall each appoint one representative and one alternate to the Joint Operating Committee. Interconnection Customer shall notify Transmission Provider of its appointment in writing. Such appointments may be changed at any time by similar notice. The Joint Operating Committee shall meet as necessary, but not less than once each calendar year, to carry out the duties set forth herein. The Joint Operating Committee shall hold a meeting at the request of either Party, at a time and place agreed upon by the representatives. The Joint Operating Committee shall perform all of its duties consistent with the provisions of this SGIA. Each Party shall cooperate in providing to the Joint Operating Committee all information required in the performance of the Joint Operating Committee's duties. All decisions and agreements, if any, made by

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the Joint Operating Committee shall be evidenced in writing. The duties of the Joint Operating Committee shall include the following:

- 29.1.1** Establish data requirements and operating record requirements.
- 29.1.2** Review the requirements, standards, and procedures for data acquisition equipment, protective equipment, and any other equipment or software.
- 29.1.3** Annually review the one (1) year forecast of maintenance and planned outage schedules of Transmission Provider's and Interconnection Customer's facilities at the Point of Interconnection.
- 29.1.4** Coordinate the scheduling of maintenance and planned outages on the Interconnection Facilities, the Generating Facility and other facilities that impact the normal operation of the interconnection of the Generating Facility to the Transmission System.
- 29.1.5** Ensure that information is being provided by each Party regarding equipment availability.
- 29.1.6** Establish Operating Order(s) that will, without limitation, establish operating authority boundaries and isolation procedures for the Generating Facility and that part of the Transmission System which is affected by its interconnection to the Generating Facility.
- 29.1.7** Perform such other duties as may be conferred upon it by mutual agreement of the Parties.

Article 30. Miscellaneous

30.1 Binding Effect

This SGIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.2 Conflicts

In the event of a conflict between the body of this SGIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this SGIA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation

This SGIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this SGIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this SGIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this SGIA or such Appendix to this SGIA, or such Section to the SGIP or such Appendix to the SGIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this SGIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

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30.4 Entire Agreement

This SGIA, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this SGIA. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this SGIA.

30.5 No Third Party Beneficiaries

This SGIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favour of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver

The failure of a Party to this SGIA to insist, on any occasion, upon strict performance of any provision of this SGIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this SGIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this SGIA. Termination or Default of this SGIA for any reason by Interconnection Customer shall not constitute a waiver of Interconnection Customer's legal rights to obtain an interconnection from Transmission Provider. Any waiver of this SGIA shall, if requested, be provided in writing.

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30.7 Headings

The descriptive headings of the various Articles of this SGIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this SGIA.

30.8 Multiple Counterparts

This SGIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment

The Parties may by mutual agreement amend this SGIA by a written instrument duly executed by the Parties.

30.10 Modification by the Parties

The Parties may by mutual agreement amend the Appendices to this SGIA by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this SGIA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights

Transmission Provider and Interconnection Customer shall each have the right to make a unilateral filing with the Commission to modify this SGIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered.

30.12 No Partnership

This SGIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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IN WITNESS WHEREOF, the Parties have executed this SGIA in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By: _____

Name/Title: _____

Date: _____

[Insert name of Interconnection Customer]

By: _____

Name/Title: _____

Date: _____

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APPENDIX A to SGIA

Interconnection Facilities and Network Upgrades

1. Interconnection Facilities:
 - (a) [insert Interconnection Customer's Interconnection Facilities]:
 - (b) [insert Transmission Provider's Interconnection Facilities]:
2. Network Upgrades:
 - (a) [insert Stand Alone Network Upgrades]:
 - (b) [insert Other Network Upgrades]:
3. Contingent Facilities:
 - (a) [insert Contingent Facilities]:

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APPENDIX B to SGIA

Milestones

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APPENDIX C to SGIA

Interconnection Details

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APPENDIX D to SGIA

Commercial Operation Date

This Appendix D is a part of the SGIA between Transmission Provider and Interconnection Customer.

[Date]

BC Hydro

[To be supplied.]

Attention: [To be supplied]

Re: _____ Generating Facility

Dear _____:

On [Date] [Interconnection Customer] has completed Trial Operation of Unit No. _____. This letter confirms that [Interconnection Customer] commenced Commercial Operation of Unit No. _____ at the Generating Facility, effective as of [Date plus one day].

Thank you.

[Signature]

[Interconnection Customer Representative]

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APPENDIX E to SGIA

Addresses for Delivery of Notices and Billings

Notices:

Transmission Provider:

BC Hydro
[To be supplied.]

Attention: [To be supplied]

Interconnection Customer:

[To be supplied.]

Billings and Payments:

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:

[To be supplied.]

Interconnection Customer:

[To be supplied.]

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APPENDIX F to SGIA

Reserved

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APPENDIX G to SGIA

Dispute Resolution Procedure

1. Internal Dispute Resolution Procedures

Any dispute between the Interconnection Customer and Transmission Provider involving Interconnection Service under the Tariff or this SGIA (excluding applications for rate changes or other changes to the Tariff which shall be presented directly to the Commission for resolution) shall be referred to a designated senior representative of the Transmission Provider and a senior representative of the Interconnection Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) Calendar Days or such other period as the Parties may agree upon by mutual agreement, such dispute may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

2. External Arbitration Procedures

Any arbitration initiated pursuant to Paragraph 1 above shall be conducted in British Columbia before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the referral of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall conduct the arbitration in British Columbia and shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the British Columbia *Arbitration Act*.

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3. Arbitration Decisions

Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and this SGIA, as applicable, and shall have no power to modify or change any of them in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards of the British Columbia *Arbitration Act*. The final decision of the arbitrator must also be filed with the Commission if it affects the Transmission Provider's rates, terms and conditions of service or facilities.

4. Costs

Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

- (a) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or
- (b) one half the cost of the single arbitrator jointly chosen by the Parties.

5. Rights Under The British Columbia *Utilities Commission Act*

Nothing in this dispute resolution procedure shall restrict the rights of any party to file a Complaint with the Commission under relevant provisions of the British Columbia *Utilities Commission Act*.

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