

STUDY AGREEMENT

THIS AGREEMENT is dated for reference _____, 201_.

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,
a crown corporation having its head office at 333 Dunsmuir Street,
Vancouver, British Columbia

("BC Hydro")

AND:

(the "Generator")

WHEREAS:

(A) The Interconnections and Shared Assets office of BC Hydro is responsible for distribution voltage interconnections of power generation and interconnection facilities to the BC Hydro distribution system (the "**Distribution System**"); and

(B) The Generator has completed and submitted to BC Hydro a Generator Interconnection Equipment Statement (the "**Application**") for the potential interconnection of certain electrical generation and distribution facilities (the "**Generating Facilities**") at _____ near _____, British Columbia to the Distribution System; and

(C) The Generator has requested BC Hydro to perform the following interconnection studies:

- 1. to assess feasibility and preliminary cost estimates (the "**Feasibility Study**"); and/or
- 2. to provide impact/design cost estimates (the "**Impact/Design**" Study").

(D) BC Hydro will perform the Feasibility Study and/or the Impact/Design Study (collectively referred to as the "**Studies**") as provided in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual agreements between the Parties and for other good and valuable consideration, BC Hydro and the Generator agree as follows:

- 1. **Feasibility Study:** If the Generator elects to have a Feasibility Study conducted by BC Hydro, the Generator shall provide a deposit of \$_____ for the performance of the Feasibility Study. The results of the Feasibility Study will be provided in the form of a report which will include an assessment of project feasibility for interconnection, a preliminary assessment of interconnection facilities required, an initial estimate of interconnection costs, and an estimated time of construction for interconnection facilities.

The scope and results of the Feasibility Study will be subject to the technical information provided by the Generator in the Application and as provided hereunder.

2. **Cost of Feasibility Study:** The Generator is responsible for all actual costs incurred by BC Hydro, plus any applicable taxes, in completing the Feasibility Study work. Upon completion of the Feasibility Study work, BC Hydro shall invoice Generator for all actual costs, plus any applicable taxes. Any difference between the deposit and the invoiced amount shall be paid by or refunded to the Generator, as appropriate.

3. **Impact/Design Study:** If the Generator elects to have an Impact/Design Study conducted by BC Hydro, the Generator shall provide a deposit of \$_____ for the performance of the Impact/Design Study. The results of the Impact/Design Study will be provided in the form of a report which will include design cost estimates and assessment of the project interconnection requirements (the “**Project Interconnection Requirements**”) for the Generating Facilities.

The scope and results of the Impact/Design Study will be subject to the technical information provided by the Generator in the Application and as provided hereunder.

4. **Cost of Impact/Design Study:** The Generator is responsible for all actual costs incurred by BC Hydro, plus any applicable taxes, in completing the Impact/Design Study work. Upon completion of the Impact/Design Study work, BC Hydro shall invoice Generator for all actual costs, plus any applicable taxes. Any difference between the deposit and the invoiced amount shall be paid by or refunded to the Generator, as appropriate.

5. **Scope of Services Not Provided in the Studies:** The Studies to be provided under this Agreement are limited only to the assessment of technical interconnection issues, as noted above, and such Studies do not include any non-technical interconnection related issues such as environmental and regulatory requirements, public consultation, First Nations issues and any other property-related issues arising from construction and/or operation of the Generating Facilities.

6. **No Representation As To Estimates:** All estimates and assessments provided by BC Hydro pursuant to this Agreement are non-binding. BC Hydro makes no representations as to the accuracy, usefulness or completeness of any estimate or assessment provided in the Studies or pursuant to this Agreement, and the provision of any such estimates or assessments shall not in any way limit the Generator’s responsibility for the payment of actual interconnection costs.

7. **Additional Technical Information:** If, after the submission of the Application, the Generator modifies its technical information, the Generator will notify BC Hydro of such modifications and acknowledges that this may impact the estimated completion date of each of the Studies being conducted. BC Hydro reserves the right to request additional technical information from the Generator, as may reasonably become necessary consistent with Good Utility Practice, during the course of performing the Studies.

8. **Limitation of Liability:** Neither BC Hydro, nor its employees, officers, directors or agents, or shareholders will be liable to the Generator, or its employees, officers, directors or agents, under or in relation to this Agreement, for any indirect or consequential damages, injury or loss suffered by the Generator or its employees, officers or directors or agents, howsoever and whensoever caused, and whether arising in contract or in tort in respect of the services provided under this Agreement.

9. **Termination:** Generator may terminate this Agreement for any reason by giving BC Hydro written notice of not less than 3 (three) business days. All costs incurred by BC Hydro up to the date of termination will be due and owing by the Generator. Clauses 2, 4 and 6 of this Agreement shall survive termination, as will any other provisions that would reasonably be expected to survive such termination.

10. **Assignment:** Generator shall not assign this Agreement without the prior written consent of BC Hydro.

11. **Entire Agreement and Governing Law:** This Agreement will supersede any prior agreements, arrangements, discussions or understandings between BC Hydro and the Generator regarding the subject matter of this Agreement. This Agreement will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein without regard to conflicts of law principles.

12. **Counterpart/Electronic Transmission:** This Agreement may be executed in one or more counterparts and delivered by facsimile or electronic transmission, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each signatory having been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign, the Parties have caused this Agreement to be executed by their respective duly authorized representatives, as of the date first written above.

**BRITISH COLUMBIA HYDRO
AND POWER AUTHORITY**

[GENERATOR]

Per: _____

Per: _____

Title: Manager,
Distribution Interconnections

Title: _____

Date: _____

Date: _____