

**Chris Sandve**

Chief Regulatory Officer

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August 11, 2022

Sara Hardgrave  
Acting Commission Secretary and Manager  
Regulatory Support  
British Columbia Utilities Commission  
Suite 410, 900 Howe Street  
Vancouver, BC V6Z 2N3

Dear Sara Hardgrave:

**RE: British Columbia Utilities Commission (BCUC or Commission)  
British Columbia Hydro and Power Authority (BC Hydro)  
TS 86 Shore Power Service Agreement Amendments Application**

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BC Hydro writes pursuant to sections 59 to 61 of the *Utilities Commission Act* to submit the attached Application for approval of amendments to Tariff Supplement (TS) No. 86 - Shore Power Service Agreement.

This Application was driven by a customer request for shore power service, which, upon consideration, identified ambiguities with respect to the use of “diesel” on page 1 of TS 86 and “from time to time” in section 2.2. As outlined in our Application, the proposed amendments are consistent with the original intent of TS 86, are supported by affected stakeholders, and do not cause any additional costs to be recovered from other ratepayers.

For further information, please contact Shiau-Ching Chou at 604-623-3699 or by email at [bchydroregulatorygroup@bchydro.com](mailto:bchydroregulatorygroup@bchydro.com).

Yours sincerely,



Chris Sandve  
Chief Regulatory Officer

jl/tl

Enclosure

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**BC Hydro TS 86 Shore Power Service Agreement  
Amendments Application**

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1       **1           Introduction**

2       **1.1           Introduction and Order Sought**

3       British Columbia Hydro and Power Authority (**BC Hydro**) files this Shore Power  
4       Service Agreement Amendments Application (the **Application**) pursuant to  
5       sections 58 to 61 of the *Utilities Commission Act*, R.S.B.C. 1996, c. 473 (**UCA**), to  
6       seek approval from the British Columbia Utilities Commission (**BCUC** or  
7       **Commission**) to amend Tariff Supplement (**TS**) No. 86 - Shore Power Service  
8       Agreement.

9       In this Application, BC Hydro is seeking an order to approve proposed amendments  
10      to TS 86 as described in the Application and reflected in the revised tariff pages  
11      attached in Appendix B. The proposed amendments include:

- 12      1.    Deletion of the word “diesel” on page 1 to account for developments in marine  
13          technology;
- 14      2.    Deletion of the phrase “from time to time” in section 2.2 to clarify eligibility of  
15          vessels that operate on regular routes between a limited number of port  
16          facilities;
- 17      3.    Deletion of the “s” from “demands” in section 2.2 to correct a typographical  
18          error; and
- 19      4.    Deletion of the text “Historical Baselines under Rate Schedules 1600, 1601,  
20          1610, 1611 or” in section 2.2 to remove an outdated reference to Historical  
21          Baselines for the Large General Service rate.

22      BC Hydro proposes that these amendments shall apply to both new and existing  
23      TS 86 Shore Power Service Agreements to clarify vessel eligibility for all Port  
24      Customers.

1 The impetus for this Application was a customer request for shore power service,  
2 which, upon consideration, identified ambiguities with respect to the use of “diesel”  
3 on page 1 and “from time to time” in section 2.2.

4 A draft of the order sought by BC Hydro is included in Appendix A.

5 A “black-lined” version of TS 86, showing the specific changes being sought, and a  
6 “clean” version of TS 86, showing a complete version as amended, is provided in  
7 Appendix B.

8 Copies of letters received in support of the Application are included in Appendix C.

## 9 **1.2 Proposed Regulatory Process**

10 BC Hydro submits that minimal regulatory process is required for the review of this  
11 Application as the proposed amendments to TS 86:

- 12 1. Are consistent with the original intent of TS 86 and, once approved, would  
13 support provincial climate goals and advance the decarbonization and  
14 environmental initiatives of Port Customers as outlined in section 2.3;
- 15 2. Are supported by affected stakeholders as discussed further in section 3; and
- 16 3. Simply clarify ambiguities as outlined in sections 2.2.1 and 2.2.2, and  
17 accordingly, do not cause any additional costs to be recovered from other  
18 ratepayers.

19 BC Hydro suggests that interested parties be given the opportunity to provide written  
20 comments, with BC Hydro providing written responses. [Table 1](#) below outlines a  
21 proposed schedule for the regulatory process.

22 **Table 1 Proposed Regulatory Process**

| Process                 | Date              |
|-------------------------|-------------------|
| Filing of Application   | August 11, 2022   |
| Intervener Registration | September 2, 2022 |

| Process                            | Date               |
|------------------------------------|--------------------|
| Comments from Interveners          | September 23, 2022 |
| BC Hydro Reply to Comments, if any | October 18, 2022   |

1 BC Hydro will provide copies of the Application to the Vancouver Fraser Port  
2 Authority, Prince Rupert Port Authority, Greater Victoria Harbour Authority, Seaspan  
3 Ferries Corporation, BC Ferries and the Ministry of Energy, Mines and Low Carbon  
4 Innovation at the same time it files the Application with the Commission.

## 5 **2 Context and Rationale for the Application**

### 6 **2.1 Background**

7 Shore power refers to the electrical service provided to commercial vessels when  
8 berthed in port and connected to a utility's electrical system. By receiving electricity  
9 from the grid, vessels are able to shut down their onboard generating units, thereby  
10 reducing emissions of greenhouse gases (**GHGs**) and particulate matter.

11 The Commission approved TS 76, the preceding non-firm shore power rate for Port  
12 of Vancouver's Canada Place cruise ship terminal, on December 19, 2008.<sup>1</sup> TS 76  
13 applied to a specific customer (Port of Vancouver), one location (Canada Place),  
14 one vessel type (cruise ships) and was available only during the May to October  
15 cruise ship season. After the approval of TS 76, several Port Customers indicated a  
16 desire for shore power service at various locations and under terms and conditions  
17 similar to those of TS 76, as they saw shore power service as a key component in  
18 their respective strategies relating to environmental stewardship.

19 In response to this customer feedback, BC Hydro submitted an application to the  
20 Commission for a broader shore power service offering, including TS 86, which was  
21 approved on June 25, 2015.<sup>2</sup> This broadened BC Hydro's shore power service

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<sup>1</sup> Commission Order No. G-197-08.

<sup>2</sup> Commission Order No. G-111-15.

1 offering to include any port facility and expanded the definition of “Eligible Vessels”  
2 to include “cruise ships, container ships, cargo ships, freighters, tankers, bulk  
3 carriers, passenger and vehicle ferries, and similar deep sea-vessels”.

4 TS 86 provides for non-firm shore power service to port authorities, terminal  
5 operators, wharf operators and dock operators in BC Hydro’s service area (**Port**  
6 **Customers**). Port Customers may in turn re-sell electricity pursuant to TS 86 to  
7 Eligible Vessels docked at their facilities and connected to BC Hydro’s electrical  
8 system. The Port Customer may flow through the cost of shore power to vessel  
9 owners/operators at a price not to exceed the price for the non-firm shore power  
10 service. Energy charges for shore power service are currently set at 10.507 cents  
11 per kWh for distribution customers and 10.158 cents per kWh for transmission  
12 customers. There is no demand charge for capacity for shore power service since  
13 the service is non-firm and can be interrupted.

14 By the end of 2022, there will be a total of two cruise ship berths and three container  
15 berths in Vancouver that have shore power facilities installed, as well as two  
16 container berths in Prince Rupert. Other Port Customers have expressed an interest  
17 in shore power service and are at various stages of the assessment process.

## 18 **2.2 Proposed Amendments to TS 86**

19 As mentioned above, BC Hydro is seeking approval for the following proposed  
20 amendments to TS 86, which will apply to both new and existing TS 86 Shore Power  
21 Service Agreements:

- 22 1. Deletion of the word “diesel” on page 1;
- 23 2. Deletion of the phrase “from time to time” in section 2.2;
- 24 3. Deletion of the “s” from “demands” in section 2.2; and
- 25 4. Deletion of the text “Historical Baselines under Rate Schedules 1600, 1601,  
26 1610, 1611 or” in section 2.2.

1 The following sub-sections describe the rationale for the proposed amendments.

2 **2.2.1 Deletion of “diesel” on page 1**

3 Currently, page 1 of TS 86 states the following:

4 “The electricity supply will relieve the docked Eligible Vessels of  
5 the need to operate their onboard diesel generating units while  
6 at berth;” (emphasis added)

7 BC Hydro has been approached by a Port Customer seeking shore power service  
8 for hybrid electric vessels with dual-fuel engines. Power for the onboard systems on  
9 these vessels, including propulsion, lighting and other auxiliary systems, is provided  
10 by onboard batteries, which are recharged by the engines. The initial charge for the  
11 batteries can come either from the electrical grid (if connected to shore power) or  
12 from the engines. “Dual fuel” means that the engines can burn both traditional fuel  
13 oils (including marine diesel oil) and liquified natural gas (**LNG**); pilot ignition always  
14 requires the use of fuel oil.

15 BC Hydro believes that these vessels should qualify for shore power service under  
16 TS 86, but there is ambiguity created by the use of “diesel” in the phrase “onboard  
17 diesel generating units”. While this language generally reflected the prevailing  
18 technology when BC Hydro’s shore power service was introduced, it does not reflect  
19 subsequent advances in marine engine and fuel technology.

20 The use of “diesel” in TS 86 is ambiguous because diesel can refer to both a type of  
21 engine (specifically referring to the engine’s combustion process) and a type of fuel  
22 oil. To complicate things further, BC Hydro understands that in the marine context  
23 there are multiple potential definitions of “diesel fuel” that could apply. Assuming  
24 “diesel” does refer to the fuel used, it is also unclear to BC Hydro whether it is  
25 sufficient that the generating unit be capable of using “diesel fuel” (however defined)  
26 or if the generating unit must exclusively use or would otherwise have been using  
27 diesel fuel.

1 In the case of the customer vessels described above, for example, the use of the  
2 word “diesel” in TS 86 makes it unclear whether it is sufficient to be eligible for shore  
3 power service under TS 86 that their engines are capable of using diesel fuel and  
4 will sometimes do so, though the primary fuel is expected to be LNG, or whether it  
5 matters what their fuel tanks are filled with at any particular time. BC Hydro expects  
6 such interpretative questions to become more frequent as non-traditional engines  
7 and fuels are increasingly adopted by vessel operators for environmental and  
8 commercial reasons.

9 Therefore, to remove any ambiguity, BC Hydro proposes that “diesel” be deleted  
10 from page 1, thereby clarifying the eligibility for shore power of vessels with onboard  
11 generating units regardless of the specific type of engine and/or fuel used by the  
12 vessel and ensuring the continued relevance of TS 86. We believe this clarification is  
13 consistent with the original intent of TS 86 as it will support continued reductions in  
14 vessel GHG emissions, since it promotes the use of electricity in place of higher  
15 emitting fuels. For example, while burning LNG produces fewer emissions than  
16 conventional fuel oils, it is estimated that a diesel-dual fuel engine running on LNG  
17 still emits 417 g CO<sub>2</sub>e in combustion emissions per kWh of engine output.<sup>3</sup>

18 For clarity, the proposed amendment is as follows:

19           The electricity supply will relieve the docked Eligible Vessels of  
20           the need to operate their onboard ~~diesel~~-generating units while  
21           at berth;

## 22 **2.2.2 Deletion of “from time to time” in section 2.2**

23 Section 2.2 on page 4 of TS 86 currently states the following:

24           “Shore Power supplied by BC Hydro pursuant to this Shore  
25           Power Agreement shall be used only for the supply of Port

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<sup>3</sup> Thinkstep. [Life Cycle GHG Emission Study on the Use of LNG as Marine Fuel](#), p. 76.

1                    Electricity to Eligible Vessels docked at the Port Facility from  
2                    time to time.” (emphasis added)

3                    The phrase “from time to time” could be interpreted a number of ways, some of  
4                    which would seem to make vessels that operate on regular routes between a limited  
5                    number of port facilities ineligible to receive electricity under TS 86. For example, if  
6                    “from time to time” is understood as “occasionally” or “once in a while”, that would  
7                    appear to preclude vessels that frequently or regularly use the same berth for shore  
8                    power.

9                    BC Hydro submits that these interpretations are not consistent with the original intent  
10                    of TS 86. The definition of “Eligible Vessels” expressly includes “passenger and  
11                    vehicle ferries”, which almost exclusively operate on set routes between a limited  
12                    number of port facilities and may have a “home” berth for extended periods of time.

13                    In order to clarify the eligibility of vessels operating this way, BC Hydro proposes the  
14                    following amendment in section 2.2:

15                    Shore Power supplied by BC Hydro pursuant to this Shore  
16                    Power Agreement shall be used only for the supply of Port  
17                    Electricity to Eligible Vessels docked at the Port Facility ~~from~~  
18                    ~~time to time.~~

### 19                    **2.2.3                    Deletion of the “s” from “demands” in section 2.2**

20                    Currently, section 2.2 of TS 86 states the following:

21                    “For greater certainty the Port Customer and BC Hydro agree  
22                    and acknowledge that Shore Power does not contribute to  
23                    energy or demands charges for Electricity supplied to the Port  
24                    Customer under any other rate schedule, tariff supplement or  
25                    ESA, including but not limited to determination of Historical  
26                    Baselines under Rate Schedules 1600, 1601, 1610, 1611 or  
27                    Customer Baseline Loads under Rate Schedule 1823.”  
28                    (emphasis added)

1 The use of “demands” is a typographical error that BC Hydro would like to correct.  
2 BC Hydro is seeking approval of the following amendment to section 2.2 so that it  
3 correctly reads “demand charges”:

4 For greater certainty the Port Customer and BC Hydro agree  
5 and acknowledge that Shore Power does not contribute to  
6 energy or demands charges for Electricity supplied to the Port  
7 Customer under any other rate schedule, tariff supplement or  
8 ESA, including but not limited to determination of Historical  
9 Baselines under Rate Schedules 1600, 1601, 1610, 1611 or  
10 Customer Baseline Loads under Rate Schedule 1823.

11 **2.2.4 Deletion of “Historical Baselines under Rate Schedules 1600, 1601,  
12 1610, 1611 or” in section 2.2**

13 Currently, section 2.2 of TS 86 states the following:

14 “For greater certainty the Port Customer and BC Hydro agree  
15 and acknowledge that Shore Power does not contribute to  
16 energy or demands charges for Electricity supplied to the Port  
17 Customer under any other rate schedule, tariff supplement or  
18 ESA, including but not limited to determination of Historical  
19 Baselines under Rate Schedules 1600, 1601, 1610, 1611 or  
20 Customer Baseline Loads under Rate Schedule 1823.”  
21 (emphasis added)

22 Historical Baselines under Rate Schedules 1600, 1601, 1610, 1611 were eliminated  
23 when BC Hydro flattened the Large General Service rate as part of BC Hydro’s 2015  
24 Rate Design Application.<sup>4</sup> BC Hydro is therefore seeking to remove this outdated  
25 reference through the following amendment to section 2.2:

26 For greater certainty the Port Customer and BC Hydro agree  
27 and acknowledge that Shore Power does not contribute to  
28 energy or demands charges for Electricity supplied to the Port  
29 Customer under any other rate schedule, tariff supplement or  
30 ESA, including but not limited to determination of ~~Historical~~  
31 ~~Baselines under Rate Schedules 1600, 1601, 1610, 1611 or~~  
32 Customer Baseline Loads under Rate Schedule 1823.

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<sup>4</sup> Commission Order No. G-5-17.

### 2.3 Alignment with Original Intent of TS 86

The proposed amendments align with the original intent of TS 86<sup>5</sup> as they would allow BC Hydro to continue to:

- Meet the needs of Port Customers for a non-firm shore power service that does not have demand charges;
- Encourage investment in shore power facilities to advance the environmental stewardship concerns of Port Customers; and
- Promote the emission reduction and energy goals of the Government of British Columbia.

B.C.'s largest single source of GHG emissions is transportation, accounting for approximately 40% of the total GHG emissions in B.C.<sup>6</sup> By updating the language in TS 86 to ensure its applicability to modern vessels, the proposed amendments to TS 86 will enable further reductions in fossil fuel consumption and associated emissions, while supporting the following B.C. Government targets as outlined in the CleanBC Roadmap to 2030:

- “Reduce transportation emissions by 27-32% (from 2007) by 2030;”<sup>7</sup> and
- “Reduce the energy intensity of goods movement (tonne-kilometres) by at least 10% by 2030, 30% by 2040, and 50% by 2050, relative to 2020.”<sup>8</sup>

## 3 Consultation and Engagement

During June and July 2022, BC Hydro provided current and prospective shore power customers, including the Vancouver Fraser Port Authority, Prince Rupert Port Authority, Victoria Harbour Port Authority, Seaspan Ferries Corporation and

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<sup>5</sup> As outlined in Commission Order No. G-111-15.

<sup>6</sup> Government of B.C. [CleanBC Roadmap to 2030](#), section 2.2, p. 32.

<sup>7</sup> Government of B.C. [CleanBC Roadmap to 2030](#), Section 2.2, p. 34.

<sup>8</sup> Government of B.C. [CleanBC Roadmap to 2030](#), Section 2.2, p. 35.

- 1 BC Ferries, as well as the Ministry of Energy, Mines and Low Carbon Innovation,  
2 with draft copies of the proposed TS 86 amendments for comment. The Vancouver  
3 Fraser Port Authority, Prince Rupert Port Authority, Seaspan Ferries Corporation,  
4 BC Ferries and the Ministry of Energy, Mines and Low Carbon Innovation expressed  
5 that they were in support of our Application.
- 6 Copies of support letters are found in Appendix C.

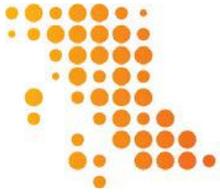
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# **BC Hydro TS86 Shore Power Service Agreement Amendments Application**

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**Appendix A**

**Draft Order**



**ORDER NUMBER**

**G-xx-xx**

IN THE MATTER OF

the *Utilities Commission Act*, RSBC 1996, Chapter 473

and

British Columbia Hydro and Power Authority (BC Hydro)  
TS 86 Shore Power Service Agreement Amendments Application

**BEFORE:**

Commissioner

Commissioner

Commissioner

on Date

**ORDER**

**WHEREAS:**

- A. On October 31, 2008, BC Hydro filed an application pursuant to sections 58 to 61 of the *Utilities Commission Act* for approval of Electric Tariff Supplement No. (TS) 76, an agreement for the provision of non-firm electricity available for shore power use by Port Metro Vancouver for cruise ships docked at Canada Place wharf;
- B. The British Columbia Utilities Commission (Commission) approved TS 76 effective December 18, 2008 by Order G-197-8;
- C. On April 10, 2015, BC Hydro filed an application pursuant to subsection 61(1) of the *Utilities Commission Act* for an order from the Commission approving Rate Schedule (RS) 1280, RS 1891, TS 86 and related Electric Tariff amendments for the provision of non-firm shore power to port customers for use by eligible vessels while docked at the customers' port facilities;
- D. The Commission approved RS 1280, RS 1891, TS 86 and related Electric Tariff amendments effective June 25, 2015 by Order G-111-15;
- E. On August 11, 2022, BC Hydro submitted its TS 86 Shore Power Service Agreement Amendments Application (Application) pursuant to sections 58 to 61 of the *Utilities Commission Act*, seeking approval to amend TS 86 as follows (Amendments):
  - (i) To delete the word "diesel" on page 1 to account for advances in marine technology;
  - (ii) To delete the phrase "from time to time" in section 2.2 to ensure eligibility of vessels that operate regular routes between a limited number of port facilities;

- (iii) To delete the “s” from “demands charges” in section 2.2 to correct a typographical error; and
- (iv) To delete the text “Historical Baselines under Rate Schedules 1600, 1601, 1610, 1611 or” in section 2.2 to remove an outdated reference to other rate schedules.

F. The Commission has reviewed the Application to amend TS 86 and finds the Amendments are warranted.

**NOW THEREFORE** pursuant to sections 58 to 61 of the *Utilities Commission Act*, the Commission orders as follows:

1. The amended TS 86 contained in Appendix B of the Application is approved and effective as of the date of this order.
2. The Amendments apply to all existing TS 86 Shore Power Service Agreements as of the date of this order.
3. BC Hydro is directed to file the amended TS 86 within 30 days of the date of this order.

**DATED** at the City of Vancouver, in the Province of British Columbia, this (XX) day of (Month Year).

BY ORDER

(X. X. last name)  
Commissioner

Attachment Options

**BC Hydro TS 86 Shore Power Service  
Agreement Amendments Application**

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**Appendix B  
Tariff Supplements**

**BC Hydro**

Electric Tariff Supplement No. 86  
Shore Power Service Agreement  
Effective: June 25, 2015

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**SHORE POWER SERVICE AGREEMENT**

This Agreement (hereinafter referred to as “Shore Power Agreement” or “Agreement”) is made to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

BETWEEN:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,**

having its head office at 333 Dunsmuir Street,

Vancouver, British Columbia V6B 5R3

(“BC Hydro”)

AND:

**Customer Name**

Address

(the “Port Customer”)

(Each of BC Hydro and the Port Customer are referred to individually as the “Party” and collectively, as the “Parties”)

**WHEREAS** the Port Customer owns and is charged with operating the Port Facility, and wishes to install facilities to enable Eligible Vessels docked at the Port Facility to connect to and receive electricity supply from the Port Facility while they are at berth. This electricity supply will relieve the docked Eligible Vessels of the need to operate their onboard ~~diesel~~ generating units while at berth; and

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

\_\_\_\_\_  
COMMISSION SECRETARY

**BC Hydro**

Electric Tariff Supplement No. 86  
Shore Power Service Agreement  
Effective: June 25, 2015

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**WHEREAS** the Port Customer is currently receiving service from BC Hydro pursuant to Rate Schedule \_\_\_\_\_ approved by the British Columbia Utilities Commission (“BCUC”), and in addition, wishes to receive a non-firm electricity supply (“Shore Power”) from BC Hydro under Rate Schedule \_\_\_\_\_ to provide the Shore Power to the docked Eligible Vessels; and

**WHEREAS** BC Hydro and the Port Customer wish to enter into this Shore Power Agreement to provide for the supply of Shore Power to the Port Facility.

**NOW THEREFORE**, THIS AGREEMENT WITNESSES that the Parties agree as follows:

**1.0 INTERPRETATION**

**1.1 Definitions**

The following definitions and any terms defined internally in this Agreement will apply to this Agreement, Rate Schedule \_\_\_\_\_ and all notices and communications made pursuant to this Agreement:

**Delivery Point(s)** means

\_\_\_\_\_  
\_\_\_\_\_

**Port Facility** means

\_\_\_\_\_  
\_\_\_\_\_

**Electricity** means as defined in BC Hydro’s Electric Tariff.

**Eligible Vessels** means cruise ships, container ships, cargo ships, freighters, tankers, bulk carriers, passenger and vehicle ferries, and similar deep-sea vessels.

**Local Operating Order** means the operating order entered into by BC Hydro and the Port Customer which outlines the procedures to be followed when working on electrical facilities at or in the vicinity of the Delivery Point(s), and for connecting and

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

\_\_\_\_\_  
COMMISSION SECRETARY

**BC Hydro**

Electric Tariff Supplement No. 86  
Shore Power Service Agreement  
Effective: June 25, 2015

~~Original~~First Revision of Page 3 of 13

disconnecting docked Eligible Vessels to and from the Shore Power delivery facilities, and procedures for related matters, as the same may be revised from time to time.

**Point of Metering** means

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**Port Electricity** means Electricity delivered by a Port Customer to an Eligible Vessel while the Eligible Vessel is docked at the Port Customer's Port Facility.

**Port Facility** means

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**Shore Power** means interruptible Electricity provided by BC Hydro to a Port Customer to enable the Port Customer to provide Port Electricity to Eligible Vessels while docked at the Port Facility.

**System Reinforcement** means as defined in Appendix 1 to Electric Tariff Supplement No. 6.

**1.2 Interpretation**

Unless otherwise specified herein, all references to Sections are to those set forth in this Agreement. Reference to any Party includes any permitted successor or assignee thereof. The term "including" followed by descriptive words is used in this Agreement by way of example only and is not intended to limit the scope of the provision. The headings used in this Agreement are for convenience and reference purposes only.

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ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

\_\_\_\_\_  
COMMISSION SECRETARY

## BC Hydro

Electric Tariff Supplement No. 86  
Shore Power Service Agreement  
Effective: June 25, 2015

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### 2.0 AVAILABILITY

#### 2.1 Delivery Facilities

Port Customer shall provide at its cost all necessary equipment and upgrades for delivery of Shore Power and Port Electricity, including all such necessary equipment and upgrades owned by BC Hydro as determined by BC Hydro in its sole discretion, despite any provision to the contrary in the *Electric Tariff* or any applicable or otherwise applicable rate schedule, tariff supplement or Electricity Supply Agreement (“ESA”), entered into between Port Customer and BC Hydro.

The “Distribution Extensions” provisions in Part 8 of BC Hydro’s *Electric Tariff* Terms and Conditions shall apply in respect of any “Extension” (as defined in the said Terms and Conditions) to BC Hydro’s distribution system to enable the supply of Shore Power to the Port Facility, except that having regard to the nature of the service to be provided by BC Hydro under this Agreement: i) no BC Hydro’s Contribution, as defined in the *Electric Tariff*, shall be payable by BC Hydro towards the cost of the Extension, and ii) BC Hydro shall not be required to construct an Extension for the purpose of increasing capacity of BC Hydro’s distribution system.

#### 2.2 Use of Electricity

Shore Power supplied by BC Hydro pursuant to this Shore Power Agreement shall be used only for the supply of Port Electricity to Eligible Vessels docked at the Port Facility ~~from time to time~~. Shore Power taken under this Shore Power Agreement shall not displace Electricity that would otherwise be taken by the Port Customer under any other Rate Schedule, including 1600, 1601, 1610, 1611 or 1823, for uses other than supply of Port Electricity to docked Eligible Vessels.

For greater certainty the Port Customer and BC Hydro agree and acknowledge that Shore Power does not contribute to energy or demand charges for Electricity supplied to the Port Customer under any other rate schedule, tariff supplement or ESA, including but not limited to determination of ~~Historical Baselines under Rate~~

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

\_\_\_\_\_  
COMMISSION SECRETARY

**BC Hydro**

Electric Tariff Supplement No. 86  
Shore Power Service Agreement  
Effective: June 25, 2015

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~~Schedules 1600, 1601, 1610, 1611 or~~ Customer Baseline Loads under Rate  
Schedule 1823.

**3.0 TERM**

**3.1 Term of Agreement**

Notwithstanding the actual date of execution, the term of this Agreement will commence on the effective date specified on page 1 (the "Effective Date") and will continue for a ten year period (the "Term") unless terminated prior to the expiration thereof in accordance with section 3.2 or 3.3. Upon termination under this section 3, neither party shall have any further or other liability or obligation to the other except as specifically provided in this section 3.

**3.2 Early Termination by the Port Customer**

The Port Customer shall be entitled to terminate this Agreement at any time by giving BC Hydro 30 days advance written notice of termination, effective on the date specified in such notice; provided that the Port Customer shall remain obligated to pay any amounts accrued and owing hereunder as of the date of termination.

**3.3 Early Termination by BC Hydro**

BC Hydro shall be entitled to terminate this Agreement by giving the Port Customer 30 days advance written notice of termination if, at any time during the Term, the costs of this Agreement are determined by the BCUC, or any other regulatory body having jurisdiction from time to time in respect of BC Hydro's rates, to be imprudent or not in the interests of BC Hydro's ratepayers, or if BC Hydro is unable for any reason to recover the costs of this Agreement in its rates, or immediately following any one year period of the Agreement in which BC Hydro does not have sufficient energy or capacity to provide Shore Power at any time during that one year period.

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**4.0 NON-FIRM ELECTRIC SERVICE TO BE PROVIDED**

**4.1 Non-Firm Electricity**

BC Hydro shall sell and deliver to the Port Customer, and the Port Customer shall purchase and receive from BC Hydro, at the Delivery Point(s), Shore Power, but only if and to the extent that such electricity and the ability to deliver the electricity are available to BC Hydro at times appropriate for receipt by the Port Customer.

If Shore Power is supplied under Rate Schedule 1280, the supply of Electricity shall be alternating current \_\_\_\_\_ phase \_\_\_\_\_ wire, having a frequency of approximately 60 hertz metered at a nominal potential of \_\_\_\_\_ volts phase-to-phase and delivered at a nominal potential of \_\_\_\_\_ volts phase-to-phase at the Point of Delivery, subject to normal variations from the said frequency and voltages.

The load requiring Shore Power shall be limited to \_\_\_ MVA maximum at the Port Facility and shall not be increased without the prior written approval of BC Hydro.

The physical delivery of Shore Power may be interrupted, curtailed, or suspended at any time and for any reason by BC Hydro provided that BC Hydro shall give the Port Customer as much advance notice of such interruption, curtailment, or suspension as is reasonably practical under the circumstances and as outlined in the Local Operating Order.

**5.0 RATE SCHEDULE**

BC Hydro shall supply Shore Power to the Port Customer in accordance with Rate Schedule \_\_\_\_\_. Port Customer shall pay to BC Hydro the charges set out in the Rate Schedule in addition to any charges set out in this Agreement pertaining to facilities, including delivery facilities, metering, and protection and control.

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**6.0 METERING AND BILLING**

The supply of Shore Power will be metered at Primary Voltage, as defined in BC Hydro's *Electric Tariff*, at the Point of Metering.

The Port Customer shall pay all equipment and installation costs required for metering Shore Power. This includes the meter, metering transformers and any associated apparatus, as determined and supplied by BC Hydro.

BC Hydro owns and is responsible for the maintenance of meters and metering transformers installed on the Port Customer's premises for the purposes of billing.

BC Hydro may render accounts as often as it deems necessary. Current bills are due and payable upon presentation. A late payment charge at a rate and under terms and conditions contained in BC Hydro's *Electric Tariff* will be applied to amounts which remain unpaid one month from the billing date. If it becomes necessary to disconnect service, payment of the full amount due plus a reconnection charge will be required before service is restored.

**7.0 MAINTENANCE**

The Port Customer owns and is responsible for the maintenance of all electrical equipment required for the supply of Port Electricity to docked Eligible Vessels at the Port Facility (the "Port Electricity Electrical Equipment"), other than the meters, metering transformers and any associated apparatus supplied by BC Hydro. The Port Customer shall at all times maintain, repair and replace the Port Electricity Electrical Equipment in accordance with the requirements of BC Hydro's *Electric Tariff* and the Local Operating Order.

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**8.0 OPERATIONS**

**8.1 Connection/Disconnection Procedures**

The procedures for connecting and disconnecting docked Eligible Vessels to and from Port Electricity Electrical Equipment, and procedures for related matters (including synchronization, transfer of loads, communications, safety) will be set forth in the Local Operating Order to be agreed upon and signed between BC Hydro and the Port Customer. The Parties may from time to time agree in writing to change the provisions of the Local Operating Order without such changes or the Local Operating Order itself being considered modifications or amendments to this Agreement.

BC Hydro shall not be obligated to deliver Shore Power under this Agreement until the Local Operating Order is signed.

**9.0 PROTECTING EQUIPMENT AND POWER QUALITY**

**9.1 The Port Customer's Protection of BC Hydro's Quality of Power**

The Port Customer shall at all times design, install, operate and manage its facilities and equipment (including generation and loads) to avoid adverse impacts on the quality and reliability of power available to BC Hydro and BC Hydro's other customers. BC Hydro shall be entitled to prescribe reasonable protective measures to implement this requirement. The Port Customer shall implement such measures at its cost. BC Hydro may from time to time reasonably change such requirements without such changes being considered modifications or amendments to this Agreement.

**9.2 Protection by the Port Customer of its Own Equipment and Machinery**

During operation of its facilities, equipment, and loads, the Port Customer shall at all times take all necessary steps (including complying with requirements reasonably imposed by BC Hydro for this purpose) to prevent adverse impacts on the Port Customer's equipment and machinery. The Port Customer shall, for example, cause Eligible Vessels docked at the Port Facility that are receiving, or will receive, Port

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Electricity under this Agreement to install and maintain in good operating condition suitable protective devices (including suitable motors) reasonably satisfactory to BC Hydro for equipment aboard the Eligible Vessels including but not limited to:

- (i) Line starting and overload protective devices;
- (ii) Devices to protect against under- and over-voltage, and under- or over frequency;
- (iii) Devices to protect three-phase equipment from single-phase operation and phase reversal.
- (iv) Devices to protect against reverse power flowing from the Eligible Vessels into the BC Hydro system.

The Port Customer shall further cause the Eligible Vessel owners to permit BC Hydro to inspect the protective devices aboard the Eligible Vessels from time to time to determine that the protective devices comply with the requirements of this section.

**10.0 RESALE OF ELECTRICITY**

In respect of any resale of Shore Power by the Port Customer as Port Electricity to Eligible Vessels, the Port Customer agrees that the price it shall charge for the supply of Port Electricity to Eligible Vessels docked at the Port Facility shall not exceed the price payable to BC Hydro for the Shore Power supplied. The rates and charges for Port Electricity may be set by the Port Customer on a different basis from the rates and charges payable to BC Hydro for Shore Power, for instance to permit the Port Customer to recover the administrative charge and the charge under Special Condition 4 payable to BC Hydro as set out in Rate Schedule [\_\_] pro rata from operators of the Eligible Vessels, so long as the rates and charges set by the Port Customer are designed to recover only the overall price payable to BC Hydro for Shore Power.

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**11.0 NOTICES**

**11.1 Notices**

All notices specified in this Agreement, to be given for record purposes must be provided as outlined below.

**11.2 Address for Notice**

All written notices, statements or payments shall be made to the addresses and or facsimile numbers specified below.

If to the Port Customer:

\_\_\_\_\_  
\_\_\_\_\_

If to BC Hydro:

\_\_\_\_\_  
\_\_\_\_\_

A Party may change its address by providing notice of same in accordance with this Section.

**11.3 Delivery of Notices**

Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by mail shall be deemed received on the date of actual delivery. Notice by facsimile or courier delivery shall be deemed received on the Business Day on which it was transmitted (sender having received evidence of successful transmission) or delivered (unless delivered after the close of the Business Day in which case it shall be deemed received on the next Business Day).

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**11.4 Port Customer Authorized Agent**

The Port Customer may appoint a third party as its authorized agent to act on the Port Customer's behalf in connection with any of the matters or things to be done or performed by the Port Customer under this Agreement, and may delegate such powers to its authorized agent as it deems advisable, provided that the Port Customer shall at all times remain responsible for performance of its obligations hereunder, and for all breaches or defaults in its obligations and for any liabilities arising therefrom. The Port Customer may change its authorized agent from time to time as it sees fit. The Port Customer shall give prompt notice in writing to BC Hydro of the appointment of an authorized agent, and of any changes thereto, and shall also notify BC Hydro in writing of the powers delegated to its authorized agent from time to time.

**12.0 GENERAL CONDITIONS**

**12.1 Terms and Conditions of Agreement**

Except to the extent inconsistent with the terms and conditions of this Agreement, in which case the terms and conditions of this Agreement shall prevail, the supply and taking of electricity is subject to the terms and conditions of the BC Hydro's *Electric Tariff* as amended from time to time (in the case of Shore Power Service (Distribution)) or the ESA entered into between BC Hydro and the Port Customer dated \_\_\_\_\_, as amended from time to time (in the case of Shore Power Service (Transmission)). The Port Customer may inspect BC Hydro's *Electric Tariff* during normal business hours at BC Hydro's Head Office or its other general offices and such right to inspect is sufficient notice of the terms and conditions contained therein.

**12.2 Assignment**

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, not to be unreasonably withheld.

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**12.3 Law**

This Agreement is governed by the laws of British Columbia and the laws of Canada applicable therein, without regard to conflict of laws rules that would lead the Proposal of any other law.

**12.4 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. No amendment or modification to this Agreement will be enforceable unless reduced to writing and executed by both Parties. BC Hydro and the Port Customer acknowledge and agree that this Agreement is a rate as defined by the *Utilities Commission Act* ("UCA"), and subject to amendment by the BCUC, as provided under the UCA.

**12.5 No Third Party Beneficiaries**

This Agreement will not impart any rights enforceable by any third-party (other than a permitted successor or assignee bound to this Agreement).

**12.6 Waiver**

No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. No waiver shall be valid and effective unless it is in writing signed by the Party giving the waiver.

**12.7 Relationship**

Nothing in this Agreement will be construed to create an association, trust, partnership or joint venture between the Parties or impose a trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties.

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**12.8 Severability**

Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement.

**12.9 Signing in Counterpart**

The Parties may execute this Agreement in one or more counterparts to be construed as one, effective as of the Effective Date.

The Parties have executed this Agreement.

**BRITISH COLUMBIA HYDRO AND POWER  
AUTHORITY**

**[PORT CUSTOMER NAME]**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

ACCEPTED: \_\_\_\_\_

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**SHORE POWER SERVICE AGREEMENT**

This Agreement (hereinafter referred to as "Shore Power Agreement" or "Agreement") is made to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

BETWEEN:

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,**

having its head office at 333 Dunsmuir Street,

Vancouver, British Columbia V6B 5R3

("BC Hydro")

AND:

**Customer Name**

Address

(the "Port Customer")

(Each of BC Hydro and the Port Customer are referred to individually as the "Party" and collectively, as the "Parties")

**WHEREAS** the Port Customer owns and is charged with operating the Port Facility, and wishes to install facilities to enable Eligible Vessels docked at the Port Facility to connect to and receive electricity supply from the Port Facility while they are at berth. This electricity supply will relieve the docked Eligible Vessels of the need to operate their onboard generating units while at berth; and

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**WHEREAS** the Port Customer is currently receiving service from BC Hydro pursuant to Rate Schedule \_\_\_\_\_ approved by the British Columbia Utilities Commission (“BCUC”), and in addition, wishes to receive a non-firm electricity supply (“Shore Power”) from BC Hydro under Rate Schedule \_\_\_\_\_ to provide the Shore Power to the docked Eligible Vessels; and

**WHEREAS** BC Hydro and the Port Customer wish to enter into this Shore Power Agreement to provide for the supply of Shore Power to the Port Facility.

**NOW THEREFORE**, THIS AGREEMENT WITNESSES that the Parties agree as follows:

**1.0 INTERPRETATION**

**1.1 Definitions**

The following definitions and any terms defined internally in this Agreement will apply to this Agreement, Rate Schedule \_\_\_\_\_ and all notices and communications made pursuant to this Agreement:

**Delivery Point(s)** means

\_\_\_\_\_

\_\_\_\_\_

**Port Facility** means

\_\_\_\_\_

\_\_\_\_\_

**Electricity** means as defined in BC Hydro’s Electric Tariff.

**Eligible Vessels** means cruise ships, container ships, cargo ships, freighters, tankers, bulk carriers, passenger and vehicle ferries, and similar deep-sea vessels.

**Local Operating Order** means the operating order entered into by BC Hydro and the Port Customer which outlines the procedures to be followed when working on electrical facilities at or in the vicinity of the Delivery Point(s), and for connecting and

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disconnecting docked Eligible Vessels to and from the Shore Power delivery facilities, and procedures for related matters, as the same may be revised from time to time.

**Point of Metering** means

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**Port Electricity** means Electricity delivered by a Port Customer to an Eligible Vessel while the Eligible Vessel is docked at the Port Customer's Port Facility.

**Port Facility** means

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**Shore Power** means interruptible Electricity provided by BC Hydro to a Port Customer to enable the Port Customer to provide Port Electricity to Eligible Vessels while docked at the Port Facility.

**System Reinforcement** means as defined in Appendix 1 to Electric Tariff Supplement No. 6.

**1.2 Interpretation**

Unless otherwise specified herein, all references to Sections are to those set forth in this Agreement. Reference to any Party includes any permitted successor or assignee thereof. The term "including" followed by descriptive words is used in this Agreement by way of example only and is not intended to limit the scope of the provision. The headings used in this Agreement are for convenience and reference purposes only.

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**2.0 AVAILABILITY**

**2.1 Delivery Facilities**

Port Customer shall provide at its cost all necessary equipment and upgrades for delivery of Shore Power and Port Electricity, including all such necessary equipment and upgrades owned by BC Hydro as determined by BC Hydro in its sole discretion, despite any provision to the contrary in the *Electric Tariff* or any applicable or otherwise applicable rate schedule, tariff supplement or Electricity Supply Agreement (“ESA”), entered into between Port Customer and BC Hydro.

The “Distribution Extensions” provisions in Part 8 of BC Hydro’s *Electric Tariff* Terms and Conditions shall apply in respect of any “Extension” (as defined in the said Terms and Conditions) to BC Hydro’s distribution system to enable the supply of Shore Power to the Port Facility, except that having regard to the nature of the service to be provided by BC Hydro under this Agreement: i) no BC Hydro’s Contribution, as defined in the *Electric Tariff*, shall be payable by BC Hydro towards the cost of the Extension, and ii) BC Hydro shall not be required to construct an Extension for the purpose of increasing capacity of BC Hydro’s distribution system.

**2.2 Use of Electricity**

Shore Power supplied by BC Hydro pursuant to this Shore Power Agreement shall be used only for the supply of Port Electricity to Eligible Vessels docked at the Port Facility. Shore Power taken under this Shore Power Agreement shall not displace Electricity that would otherwise be taken by the Port Customer under any other Rate Schedule, including 1600, 1601, 1610, 1611 or 1823, for uses other than supply of Port Electricity to docked Eligible Vessels.

For greater certainty the Port Customer and BC Hydro agree and acknowledge that Shore Power does not contribute to energy or demand charges for Electricity supplied to the Port Customer under any other rate schedule, tariff supplement or ESA, including but not limited to determination of Customer Baseline Loads under Rate Schedule 1823.

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**3.0 TERM**

**3.1 Term of Agreement**

Notwithstanding the actual date of execution, the term of this Agreement will commence on the effective date specified on page 1 (the "Effective Date") and will continue for a ten year period (the "Term") unless terminated prior to the expiration thereof in accordance with section 3.2 or 3.3. Upon termination under this section 3, neither party shall have any further or other liability or obligation to the other except as specifically provided in this section 3.

**3.2 Early Termination by the Port Customer**

The Port Customer shall be entitled to terminate this Agreement at any time by giving BC Hydro 30 days advance written notice of termination, effective on the date specified in such notice; provided that the Port Customer shall remain obligated to pay any amounts accrued and owing hereunder as of the date of termination.

**3.3 Early Termination by BC Hydro**

BC Hydro shall be entitled to terminate this Agreement by giving the Port Customer 30 days advance written notice of termination if, at any time during the Term, the costs of this Agreement are determined by the BCUC, or any other regulatory body having jurisdiction from time to time in respect of BC Hydro's rates, to be imprudent or not in the interests of BC Hydro's ratepayers, or if BC Hydro is unable for any reason to recover the costs of this Agreement in its rates, or immediately following any one year period of the Agreement in which BC Hydro does not have sufficient energy or capacity to provide Shore Power at any time during that one year period.

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**4.0 NON-FIRM ELECTRIC SERVICE TO BE PROVIDED**

**4.1 Non-Firm Electricity**

BC Hydro shall sell and deliver to the Port Customer, and the Port Customer shall purchase and receive from BC Hydro, at the Delivery Point(s), Shore Power, but only if and to the extent that such electricity and the ability to deliver the electricity are available to BC Hydro at times appropriate for receipt by the Port Customer.

If Shore Power is supplied under Rate Schedule 1280, the supply of Electricity shall be alternating current \_\_\_\_ phase \_\_\_\_ wire, having a frequency of approximately 60 hertz metered at a nominal potential of \_\_\_\_\_ volts phase-to-phase and delivered at a nominal potential of \_\_\_\_ volts phase-to-phase at the Point of Delivery, subject to normal variations from the said frequency and voltages.

The load requiring Shore Power shall be limited to \_\_ MVA maximum at the Port Facility and shall not be increased without the prior written approval of BC Hydro.

The physical delivery of Shore Power may be interrupted, curtailed, or suspended at any time and for any reason by BC Hydro provided that BC Hydro shall give the Port Customer as much advance notice of such interruption, curtailment, or suspension as is reasonably practical under the circumstances and as outlined in the Local Operating Order.

**5.0 RATE SCHEDULE**

BC Hydro shall supply Shore Power to the Port Customer in accordance with Rate Schedule \_\_\_\_\_. Port Customer shall pay to BC Hydro the charges set out in the Rate Schedule in addition to any charges set out in this Agreement pertaining to facilities, including delivery facilities, metering, and protection and control.

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**6.0 METERING AND BILLING**

The supply of Shore Power will be metered at Primary Voltage, as defined in BC Hydro's *Electric Tariff*, at the Point of Metering.

The Port Customer shall pay all equipment and installation costs required for metering Shore Power. This includes the meter, metering transformers and any associated apparatus, as determined and supplied by BC Hydro.

BC Hydro owns and is responsible for the maintenance of meters and metering transformers installed on the Port Customer's premises for the purposes of billing.

BC Hydro may render accounts as often as it deems necessary. Current bills are due and payable upon presentation. A late payment charge at a rate and under terms and conditions contained in BC Hydro's *Electric Tariff* will be applied to amounts which remain unpaid one month from the billing date. If it becomes necessary to disconnect service, payment of the full amount due plus a reconnection charge will be required before service is restored.

**7.0 MAINTENANCE**

The Port Customer owns and is responsible for the maintenance of all electrical equipment required for the supply of Port Electricity to docked Eligible Vessels at the Port Facility (the "Port Electricity Electrical Equipment"), other than the meters, metering transformers and any associated apparatus supplied by BC Hydro. The Port Customer shall at all times maintain, repair and replace the Port Electricity Electrical Equipment in accordance with the requirements of BC Hydro's *Electric Tariff* and the Local Operating Order.

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**8.0 OPERATIONS**

**8.1 Connection/Disconnection Procedures**

The procedures for connecting and disconnecting docked Eligible Vessels to and from Port Electricity Electrical Equipment, and procedures for related matters (including synchronization, transfer of loads, communications, safety) will be set forth in the Local Operating Order to be agreed upon and signed between BC Hydro and the Port Customer. The Parties may from time to time agree in writing to change the provisions of the Local Operating Order without such changes or the Local Operating Order itself being considered modifications or amendments to this Agreement. BC Hydro shall not be obligated to deliver Shore Power under this Agreement until the Local Operating Order is signed.

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The Port Customer shall at all times design, install, operate and manage its facilities and equipment (including generation and loads) to avoid adverse impacts on the quality and reliability of power available to BC Hydro and BC Hydro's other customers. BC Hydro shall be entitled to prescribe reasonable protective measures to implement this requirement. The Port Customer shall implement such measures at its cost. BC Hydro may from time to time reasonably change such requirements without such changes being considered modifications or amendments to this Agreement.

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Electricity under this Agreement to install and maintain in good operating condition suitable protective devices (including suitable motors) reasonably satisfactory to BC Hydro for equipment aboard the Eligible Vessels including but not limited to:

- (i) Line starting and overload protective devices;
- (ii) Devices to protect against under- and over-voltage, and under- or over frequency;
- (iii) Devices to protect three-phase equipment from single-phase operation and phase reversal.
- (iv) Devices to protect against reverse power flowing from the Eligible Vessels into the BC Hydro system.

The Port Customer shall further cause the Eligible Vessel owners to permit BC Hydro to inspect the protective devices aboard the Eligible Vessels from time to time to determine that the protective devices comply with the requirements of this section.

**10.0 RESALE OF ELECTRICITY**

In respect of any resale of Shore Power by the Port Customer as Port Electricity to Eligible Vessels, the Port Customer agrees that the price it shall charge for the supply of Port Electricity to Eligible Vessels docked at the Port Facility shall not exceed the price payable to BC Hydro for the Shore Power supplied. The rates and charges for Port Electricity may be set by the Port Customer on a different basis from the rates and charges payable to BC Hydro for Shore Power, for instance to permit the Port Customer to recover the administrative charge and the charge under Special Condition 4 payable to BC Hydro as set out in Rate Schedule [\_\_] pro rata from operators of the Eligible Vessels, so long as the rates and charges set by the Port Customer are designed to recover only the overall price payable to BC Hydro for Shore Power.

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**11.0 NOTICES**

**11.1 Notices**

All notices specified in this Agreement, to be given for record purposes must be provided as outlined below.

**11.2 Address for Notice**

All written notices, statements or payments shall be made to the addresses and or facsimile numbers specified below.

If to the Port Customer:

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If to BC Hydro:

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A Party may change its address by providing notice of same in accordance with this Section.

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Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by mail shall be deemed received on the date of actual delivery. Notice by facsimile or courier delivery shall be deemed received on the Business Day on which it was transmitted (sender having received evidence of successful transmission) or delivered (unless delivered after the close of the Business Day in which case it shall be deemed received on the next Business Day).

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**11.4 Port Customer Authorized Agent**

The Port Customer may appoint a third party as its authorized agent to act on the Port Customer's behalf in connection with any of the matters or things to be done or performed by the Port Customer under this Agreement, and may delegate such powers to its authorized agent as it deems advisable, provided that the Port Customer shall at all times remain responsible for performance of its obligations hereunder, and for all breaches or defaults in its obligations and for any liabilities arising therefrom. The Port Customer may change its authorized agent from time to time as it sees fit. The Port Customer shall give prompt notice in writing to BC Hydro of the appointment of an authorized agent, and of any changes thereto, and shall also notify BC Hydro in writing of the powers delegated to its authorized agent from time to time.

**12.0 GENERAL CONDITIONS**

**12.1 Terms and Conditions of Agreement**

Except to the extent inconsistent with the terms and conditions of this Agreement, in which case the terms and conditions of this Agreement shall prevail, the supply and taking of electricity is subject to the terms and conditions of the BC Hydro's *Electric Tariff* as amended from time to time (in the case of Shore Power Service (Distribution)) or the ESA entered into between BC Hydro and the Port Customer dated \_\_\_\_\_, as amended from time to time (in the case of Shore Power Service (Transmission)). The Port Customer may inspect BC Hydro's *Electric Tariff* during normal business hours at BC Hydro's Head Office or its other general offices and such right to inspect is sufficient notice of the terms and conditions contained therein.

**12.2 Assignment**

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, not to be unreasonably withheld.

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ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

\_\_\_\_\_  
COMMISSION SECRETARY

**BC Hydro**

Electric Tariff Supplement No. 86  
Shore Power Service Agreement  
Effective: June 25, 2015  
First Revision of Page 12 of 13

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**12.3 Law**

This Agreement is governed by the laws of British Columbia and the laws of Canada applicable therein, without regard to conflict of laws rules that would lead the Proposal of any other law.

**12.4 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. No amendment or modification to this Agreement will be enforceable unless reduced to writing and executed by both Parties. BC Hydro and the Port Customer acknowledge and agree that this Agreement is a rate as defined by the *Utilities Commission Act* ("UCA"), and subject to amendment by the BCUC, as provided under the UCA.

**12.5 No Third Party Beneficiaries**

This Agreement will not impart any rights enforceable by any third-party (other than a permitted successor or assignee bound to this Agreement).

**12.6 Waiver**

No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. No waiver shall be valid and effective unless it is in writing signed by the Party giving the waiver.

**12.7 Relationship**

Nothing in this Agreement will be construed to create an association, trust, partnership or joint venture between the Parties or impose a trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties.

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ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

\_\_\_\_\_  
COMMISSION SECRETARY

**BC Hydro**

Electric Tariff Supplement No. 86  
Shore Power Service Agreement  
Effective: June 25, 2015  
First Revision of Page 13 of 13

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**12.8 Severability**

Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement.

**12.9 Signing in Counterpart**

The Parties may execute this Agreement in one or more counterparts to be construed as one, effective as of the Effective Date.

The Parties have executed this Agreement.

**BRITISH COLUMBIA HYDRO AND POWER  
AUTHORITY**

**[PORT CUSTOMER NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

\_\_\_\_\_  
COMMISSION SECRETARY

**BC Hydro TS86 Shore Power Service  
Agreement Amendments Application**

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**Appendix C**  
**Letters of Support**



**Seaspan Ferries Corporation**  
7700 Hopcott Road  
Delta, BC V4G 1B6  
Canada

(604) 940-7228  
(604) 940-7236 fax  
www.seaspan.com

Date: June 23<sup>rd</sup>, 2022

333 Dunsmuir St – 4<sup>th</sup> Floor  
Vancouver, BC V6B 5R3  
Canada

Attn: Cory Farquharson  
Sr. Key Account Manager

**SUBJECT: TARIFF SUPPLEMENT 86 PROPOSED CHANGES – LETTER OF SUPPORT**

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Seaspan Ferries Corporation (SFC) and BC Hydro are actively advancing efforts to upgrade services and service connections at SFC's Tilbury, Duke Point and Swartz Bay terminals to increase electrification of Seaspan's hybrid marine fleet.

SFC operates 100% of its fleet in local/coastal waters of BC and are continue to evaluate new opportunities of further decarbonizing our operations and limit our GHG footprint. One critical avenue of achieving GHG reductions is through increased shore power utilization by our vessels at each terminal, which would be then used to charged our existing, onboard battery systems.

In reviewing the amended Tariff Supplement 86, Seaspan Ferries agrees that the proposed changes accurately reflect the current state of operations in BC's coastal maritime industry. These changes will enable us to increase our energy intake from BC Hydro's grid, reducing our overall reliance on fossil fuels (Diesel and LNG). We support the changes to Tariff Supplement 86 and look forward to collaborating with BC Hydro on our innovative shore power upgrade project to push the limits on emissions reductions.

Sincerely, on behalf of Seaspan:



Harry Penner  
General Manager  
[hpenner@seaspan.com](mailto:hpenner@seaspan.com)

Seaspan Ferries Corporation  
7700 Hopcott Road  
Delta, BC V4G 1B6  
Canada

June 22, 2022

Mr. Cory Farquharson  
Sr. Key Account Manager  
BC Hydro  
333 Dunsmuir Street – 4th Floor  
Vancouver, BC V6B 5R3

Dear Mr. Farquharson:

**Re:** Amendment of Tariff Supplement 86 (Shore Power Rate)

With Provincial targets outlining GHG reductions, Vancouver Fraser Port Authority has committed to reducing emissions by 40% by 2030. One critical way of achieving these GHG reductions is by offering shore power services for our cruise and container terminals which reduces emissions when vessels are docked. Our port first implemented a shore power service in 2009 making it the first in Canada and third service worldwide. Shore power options have become more globally adopted and continues to be a way to reduce marine emissions.

In reviewing the amended Tariff Supplement 86, Vancouver Fraser Port Authority feels as though proposed changes will allow us to continue offering the shore power rate and reflect the current state on how vessels operate, including use of various alternative fuels. We support the amendments and look forward to utilize the shore power rate for our port.

Kind regards,



Ronan Chester,  
Director, Climate Action and Sustainability Leadership  
Vancouver Fraser Port Authority

July 11, 2022

**Via Email:** [Jessica.Lunn@bchydro.com](mailto:Jessica.Lunn@bchydro.com)

BC Hydro  
Attention: Jessica Lunn MA  
Sr. Regulatory Specialist, Regulatory and Rates Group  
333 Dunsmuir St, 16th floor  
Vancouver, BC  
V6B 5R3

**Re: Shore Power Rate Amendments for Regulatory Filing**

Dear BC Hydro Regulatory:

In reviewing the proposed adjustments for the Tariff Supplement 86, Prince Rupert Port Authority believes that these changes accurately depict the current environment on how these rates were intended to be used. We support the small changes and look to continue utilizing this rate for our shore power services.

Sincerely,

**Prince Rupert Port Authority**



Ken Veldman  
Vice President, Public Affairs & Sustainability



July 13, 2022

British Columbia Utilities Commission  
Suite 410 - 900 Howe Street  
Vancouver, British Columbia  
V6Z 2N3

**RE: Letter of Support - Proposed Amendments to BC Hydro's Shore Power Service Agreement (Tariff Supplement No.86)**

Dear British Columbia Utilities Commission (BCUC),

On behalf of British Columbia Ferry Services Inc. (BC Ferries), please accept this letter of support for BC Hydro's proposed amendments to the Shore Power Service Agreement (Tariff Supplement No.86).

The proposed amendments help clarify the eligibility for customers, like BC Ferries, that operate dual fuel or hybrid vessels on regular routes.

We support this amendment and encourage BCUC to accept the proposed changes.

Sincerely,

*Leslie S James*

Leslie James  
Director, Environmental Sustainability



July 18, 2022

Ref: 116833

Attn:  
 Leela Magre  
 Manager of Policy, Research & Strategic Communications  
 BC Hydro  
 333 Dunsmuir St, 15<sup>th</sup> Floor  
 Vancouver, BC, V6B 5R3

**RE: Letter of Support for BC Hydro's Proposed Amendments to the Shore Power Service Agreement**

I am pleased to confirm that the Ministry of Energy, Mines and Low Carbon Innovation (Ministry) supports BC Hydro in their application to the BC Utilities Commission (BCUC) to amend language in Tariff Supplement (TS) 86 of the Shore Power Service Agreement.

CleanBC is the Province's overarching strategy for clean economic development and reducing greenhouse gas (GHG) emissions. Through the CleanBC Plan, the Province has committed to significant actions to reduce transportation GHG emissions, including supporting the deployment of charging infrastructure. Shore power is an electrification technology that reduces transportation GHG emissions. It provides electrical service to commercial ships when berthed in port, enabling ships to turn off their onboard generating units which primarily use diesel fuel, and increasingly, liquified natural gas (LNG).

The Ministry recognizes the need to update TS 86 of the Shore Power Service Agreement to reflect the evolution of marine technology to cleaner fuels. The current language of TS 86 potentially restricts non-diesel-powered vessels from shore power service. The Ministry also supports clarifying the eligibility of vessels operating on regular routes, to increase market certainty and expand the use of shore power by vehicle and passenger ferries.

A transition towards electrifying all transportation infrastructure, including the use of shore power, will be an important part of meeting the Province's GHG targets outlined in the CleanBC Roadmap to 2030, which aims to reduce transportation emissions by 27-32 percent (from 2007) by 2030. Increased adoption of shore power will also help the Province meet its goal to reduce the energy intensity of goods movement by at least 10 percent by 2030, 30 percent by 2040, and 50 percent by 2050 (relative to 2020).

BC Hydro has been a valuable partner in the deployment of charging infrastructure of all types throughout British Columbia. The Ministry believes that the amendments being proposed by BC Hydro would accurately reflect changes in market conditions and help to increase the adoption of shore power at BC ports.

Sincerely,

A handwritten signature in blue ink, appearing to read 'L. MacLaren', with a long horizontal stroke extending to the right.

Les MacLaren  
Assistant Deputy Minister  
Electricity and Alternative Energy Division  
Ministry of Energy, Mines and Low Carbon Innovation