

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, the Transmission Provider has determined that at the end of the contract term of this Service Agreement,
  - (a) there is **sufficient** capacity to accommodate ~~both~~ the future rollover of this Service Agreement by the Transmission Customer at the end of the contract term of this Service Agreement in accordance with Section 2.2 of the OATT, and to provide service to Transmission Customers having earlier priority for transmission service
  - (b) there is **insufficient** capacity to accommodate ~~both~~ the future rollover of this Service Agreement by the Transmission Customer at the end of the contract term of this Service Agreement, and transmission service to Transmission Customers having earlier priority. Therefore, even if there is sufficient capacity at the end of the contract term of this

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~~Service Agreement, the Transmission Customer has no rollover rights with respect to this Service Agreement.~~

~~(c) Rollover rights with respect to this Service Agreement are to be determined in accordance with Section 9 of the Specifications For Long-Term Firm Point-To-Point Transmission Service included with this Service Agreement.~~

[one of (a) ~~or~~, (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:

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Transmission Customer:

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- 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):

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8.3 Direct Assignment Facilities Charge:

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8.4 Ancillary Services Charges:

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~~9 Roll Over Rights Other Provisions~~

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~~[Section 9 to be deleted prior to tender unless Section 5 (c) is retained]~~

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