

**INTERRUPTIBLE ELECTRICITY SUPPLY AGREEMENT BETWEEN  
BC HYDRO AND IPP CUSTOMER FOR THE FORT WARE GENERATING FACILITY**

**THIS INTERRUPTIBLE ELECTRICITY SUPPLY AGREEMENT** made as of and dated  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(the "Effective Date")

**BETWEEN:**

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,**  
having its head office at 333 Dunsmuir Street,  
Vancouver, British Columbia V6B 5R3  
(herein called "**BC Hydro**")

OF THE FIRST PART

**AND:**

\_\_\_\_\_  
having its office at

\_\_\_\_\_  
(herein called the "**IPP Customer**")

OF THE SECOND PART

**WITNESSES THAT** the parties declare and agree as follows:

ACCEPTED: March 6, 2018

ORDER NO. E-10-18

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

**WHEREAS** The IPP Customer and BC Hydro entered into an Energy Purchase Agreement, dated \_\_\_\_\_, \_\_\_\_\_, as may be amended or replaced from time to time (the “**EPA**”), relating to a bioenergy generating facility near Fort Ware, British Columbia (the “**Generating Facility**”); and

**WHEREAS** The IPP Customer supplies electricity to BC Hydro for use in the community of Fort Ware, which is located in BC Hydro’s Non-Integrated Areas in Rate Zone II; and

**WHEREAS** The IPP Customer has a need for interruptible electricity supply from BC Hydro on an emergency basis at the Generating Facility; and

**WHEREAS** The IPP Customer and BC Hydro entered into a Distribution Generator Interconnection Agreement, dated \_\_\_\_\_, \_\_\_\_\_, as may be amended or replaced from time to time (the “**Interconnection Agreement**”); and

**WHEREAS** pursuant to section 10 of the Terms and Conditions of BC Hydro’s Electric Tariff, the need for electricity at the Generating Facility is to be supplied by an Electric Tariff Supplement as provided in this Interruptible Electricity Supply Agreement (the “**Agreement**”); and

**WHEREAS** the supply of electricity to the IPP Customer is to be provided in accordance with this Agreement and the Electric Tariff of BC Hydro.

**NOW THEREFORE BC HYDRO AND IPP CUSTOMER AGREE AS FOLLOWS:**

1. The IPP Customer may, from time to time, request that BC Hydro supply a specified quantity of electricity to the Generating Facility for a specified period of time not exceeding 30 days.
2. BC Hydro will make all reasonable efforts to supply electricity to the IPP Customer at the Point of Delivery as provided in section 5 of this Agreement. The supply may

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be made, or interrupted at any time, by BC Hydro in its sole discretion having due regard for:

- (a) The ability of BC Hydro to make available any amount of electricity up to the maximum demand noted in section 4 of this Agreement, and
  - (b) The electrical requirements of other BC Hydro customers supplied with electricity generated at the Fort Ware Diesel Generating Station of BC Hydro.
3. The IPP Customer shall use the electricity solely for emergency purposes for the supply of maintenance and black-start requirements, including without limitation other essential needs, of the Generating Facility when the Generating Facility is not generating. The IPP Customer shall pay for electricity supplied in accordance with section 6 of this Agreement.
  4. The electricity supplied by BC Hydro shall be three-phase alternating current at a nominal frequency of 60 Hz +/- 0.1 Hz and a nominal voltage of 25 kV. The maximum demand at the Point of Delivery for electricity supplied by BC Hydro to the Generating Facility shall not exceed 50 kVA.
  5. The Point of Delivery for the electricity supplied by BC Hydro is the point of interconnection where the Generating Facility connects to BC Hydro's system, as specified in the Interconnection Agreement. The amount of electricity supplied shall be metered at or near the Point of Delivery by the metering equipment owned and maintained by BC Hydro. At no cost to BC Hydro, and during normal business hours, IPP Customer shall provide to BC Hydro's employees or representatives access to the metering equipment. When BC Hydro decides that any electricity supply to IPP Customer needs to be immediately interrupted, BC Hydro's

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employees or representatives shall be provided access to the Generating Facility to operate equipment to achieve disconnection.

- 6. The IPP Customer will pay, for all electricity supplied by BC Hydro, an amount including an administration fixed charge for each separate transaction and the Energy cost for all kWh made available at the Point of Delivery:
  - (a) The administration fixed charge shall be \$200, for each separate transaction, and
  - (b) The energy unit charge shall be calculated and determined pursuant to section 10.1.2 of the Electric Tariff and amendments thereto or replacements thereof as filed with and approved by the British Columbia Utilities Commission.

For greater certainty, each billing cycle is deemed to be a separate transaction and the administration fixed charge will only apply to those billing cycles where electricity is supplied to IPP Customer in accordance with this Agreement.

- 7. This Agreement shall be effective as of the Effective Date, or as of the date IPP Customer commences to take electricity, whichever occurs first, and shall continue unless terminated by either party giving 30 days' notice of termination to the other party at the local address, which shall be:
  - (a) Manager, Non Integrated Area Systems Operation, BC Hydro  
12326 – 88<sup>th</sup> Avenue, Surrey, BC V3W 3J6  
Telephone (604) 590-7615
  - (b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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8. Nothing in this Agreement is intended to affect any other agreements between the IPP Customer and BC Hydro.
9. This Agreement shall incorporate all relevant definitions, and terms and conditions included in the Electric Tariff of BC Hydro and amendments thereto or replacements thereof except in the case of conflict, in which case the terms of this Agreement shall take precedence. The IPP Customer may inspect the aforesaid Electric Tariff during normal working hours at any general office of BC Hydro and such right to inspect is sufficient notice of the terms and conditions and rate schedules contained therein.
10. This Agreement shall be subject to the relevant provisions of the *Utilities Commission Act* and amendments thereto and replacements thereof and, without limiting the generality of the foregoing, the IPP Customer shall not sell or otherwise dispose of for compensation all or part of the electricity, supplied by BC Hydro to the IPP Customer pursuant to this Agreement without prior authorization from the British Columbia Utilities Commission, including authorization as to the rates which IPP Customer may charge for such sale or disposal.
11. This Agreement may not be assigned by the IPP Customer except in connection with an assignment of the EPA, as assigned, assumed and amended, in which case such assignment will be subject to the prior written approval of BC Hydro, not to be unreasonably withheld.

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**BC Hydro**

Electric Tariff Supplement No. 94  
Interruptible Electricity Supply Agreement between  
BC Hydro and IPP Customer for the Fort Ware Generating Facility  
Effective: March 6, 2018  
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IN WITNESS WHEREOF the duly authorized representatives of the parties have executed this Agreement.

**BRITISH COLUMBIA HYDRO AND  
POWER AUTHORITY**

Per:

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Authorized Signatory

**IPP CUSTOMER**

Per:

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Authorized Signatory

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**APPENDIX A**  
**ZONE IB AND ZONE II DIESEL FUEL, OPERATING AND MAINTENANCE COST**

BC Hydro provides the Commission with a confidential calculation of the July 1 rates that will be charged to Independent Power Produced (**IPP**) Customers in Zone IB and Zone II who are served under an Interruptible Electricity Supply Agreement.

Refer to BC Hydro's Electric Tariff, section 10 of the Terms and Conditions.

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